



R. Wade Litchfield
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March 12, 2021

VIA ELECTRONIC FILING

Adam Teitzman, Commission Clerk
Division of the Commission Clerk and Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Re: Docket No. 20210015-EI
Petition by FPL for Base Rate Increase and Rate Unification

Dear Mr. Teitzman:

Attached for filing on behalf of Florida Power & Light Company ("FPL") in the above-referenced docket are FPL's Minimum Filing Requirements and Supplemental Information in MFR Format, together with the required schedules. FPL's MFRs have been prepared in compliance with Rule 25-6.043, F.A.C. and Order No. PSC-2020-0312-PAA-EI issued September 15, 2020 in Docket No. 20200182-EI (In re: Joint petition for declaratory statement regarding application of MFR requirements in Rule 25-6.043(1), F.A.C., or in the alternative, petition for variance, by Florida Power & Light Company and Gulf Power Company).

Please contact me if you have any questions regarding this submission.

(Document 59 of 69) Supplemental Standalone Gulf Information in MFR Format, 2022 Test Year, Volume 6 of 8, Section E, Part 2 of 2, Cost of Service and Rate Design

Sincerely,

A handwritten signature in black ink that reads "Wade Litchfield".

R. Wade Litchfield
Vice President & General Counsel
Florida Power & Light Company

RWL:ec

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

**DOCKET NO. 20210015-EI
FLORIDA POWER & LIGHT COMPANY
AND SUBSIDIARIES**

**SUPPLEMENT 2 - GULF STANDALONE
INFORMATION IN MFR FORMAT
2022 TEST YEAR**

**VOLUME 6 OF 8
SECTION E: RATE SCHEDULES
PART 2 OF 2**

E (2 of 2)

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

EXPLANATION: Provide proposed tariff sheets highlighting changes in legislative format from existing tariff provisions. For each charge, reference by footnote unit costs as shown on Schedules E-6b and E-7, if applicable. Indicate whether unit costs are calculated at the class or system rate of return. On separate attachment explain any differences between unit costs and proposed charges. Provide the derivation (calculation and assumptions) of all charges and credits other than those for which unit costs are calculated in these MFR schedules, including those charges and credits the company proposes to continue at the present level. Work papers for street and outdoor lighting rates, T-O-U rates and standard energy charges shall be furnished under separate cover to staff, Commissioners, and the Commission Clerk and upon request to other parties to the docket.

Type of Data Shown:

Projected Test Year Ended 12/31/22

Prior Year Ended __/__/__

Historical Test Year Ended __/__/__

Witness: Tiffany C. Cohen

Line No.	(1)
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See attached schedules:
 Attachment # 1 - Tariff Sheets in Legislative and Proposed Format
 Attachment # 2 - LT-1 Revenues
 Attachment # 3 - Base Revenue Forecast Inputs
 Attachment # 4 - Customer Charges

Fourth Revised Sheet No. i
Canceling Third Revised Sheet No. i

EFFECTIVE DATE
January 12, 2021

TARIFF FOR ELECTRIC SERVICE
AT UNIFORM RATES
AVAILABLE SYSTEM WIDE
IN TERRITORY SERVED BY
GULF POWER COMPANY
AS FILED WITH
FLORIDA PUBLIC SERVICE COMMISSION

Florida Power & Light Company d/b/a Gulf Power Company (“Gulf” or “Gulf Power”) serves residents and businesses in municipalities, towns and communities throughout eight counties in Northwest Florida – Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. Gulf Power’s retail service area includes three Metropolitan Statistical Areas – Pensacola, Fort Walton Beach, and Panama City.

Issued by: Tiffany Cohen

GULF POWER COMPANY

Thirty-~~Fourth~~-~~Fifth~~ Revised Sheet No. ii
Canceling ~~Thirty-Fourth~~ ~~Thirty-Third~~ Revised Sheet No. ii

TABLE OF CONTENTS

<u>Section</u>	<u>Description</u>
Section I	Description of Territory Served
Section II	Miscellaneous (Reserved for Future Use)
Section III	Technical Terms and Abbreviations
Section IV	Rules and Regulations
Section V	List of Communities Served
Section VI	Rate Schedules
	RS - Residential Service
	GS - General Service - Non-Demand
	GSD - General Service - Demand
	LP - Large Power Service
	PX - Large High Load Factor Power Service
	OS - Outdoor Service
	STORM - Storm Restoration Recovery
	SPP - Cost Recovery Clause – Storm Protection
	BB - Budget Billing (Optional Rider)
	CR - Cost Recovery Clause - Fossil Fuel & Purchased Power
	PPCC - Purchased Power Capacity Cost Recovery Clause
	ECR - Environmental Cost Recovery Clause
	-- - Billing Adjustments and Payment of Bills
	ECC - Cost Recovery Clause - Energy Conservation
	FLAT-1 - Residential/Commercial Fixed Rate
	GSTOU - General Service Time-of-Use Conservation (Optional)
	GSDT - General Service - Demand - Time-of-Use Conservation (Optional)
	LPT - Large Power Service - Time-of-Use Conservation (Optional)
	PXT - Large High Load Factor Power Service - Time-of-Use Conservation (Optional)
	SBS - Standby and Supplementary Service
	ISS - Interruptible Standby Service
	RSVP - Residential Service Variable Pricing
	SP - Surge Protection (Closed Schedule)
	RTP - Real Time Pricing (Closed Schedule)
	CIS - Commercial/Industrial Service Rider (Optional)
	BERS - Building Energy Rating System (BERS)
	MBFC - Military Base Facilities Charge (Optional Rider)
	LBIR - Large Business Incentive Rider (Optional Rider)
	MBIR - Medium Business Incentive Rider (Optional Rider)
	SBIR - Small Business Incentive Rider (Optional Rider)
	CS - Community Solar (Optional Rider)
	XLBIR - Extra-Large Business Incentive Rider (Optional Rider)
	CL - Curtailable Load (Optional Rider)
	<u>OSP-1 -Optional Supplemental Power Service</u>
	<u>LT-1 -Lighting</u>
	<u>SL-1M -Street Lighting Metered Service</u>
	<u>SL-2M -Traffic Signal Service</u>
	<u>EFEDR -Existing Facility Economic Development Rider</u>

ISSUED BY: Tiffany Cohen
Effective: ~~January 1, 2021~~

GULF POWER COMPANY

~~Eighteenth-Nineteenth~~ Revised Sheet No. iii
Canceling ~~Eighteenth-Seventeenth~~ Revised Sheet No. iii

**TABLE OF CONTENTS
(continued)**

<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms
Form 1	Contract for Electric Power <u>Deleted</u>
Form 2	Contract for Electric Service for Resale <u>Deleted</u>
Form 3	Contract for Seasonal Electric Power <u>Deleted</u>
Form 4	Outdoor Service – Lighting Pricing Methodology – Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 5	Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 6	Contract for Government Owned and Operated Housing
Form 7	Equipment Facilities Rental Lease and Maintenance Service Agreement
Form 8	Agreement for Underground Electric Construction by the Utility
Form 9	Agreement for Underground Construction Standards
Form 10	Application for Underground Service in an Overhead Area
Form 11	Contract for Time-of-Use Conservation Rate <u>Deleted</u>
Form 12	Request for Interconnection of Customer-Owned Generation <u>Deleted</u>
Form 13	Standby Service Agreement
Form 14	Standby Service Interconnection Agreement
Form 15	Agreement for Residential Advanced -Energy Management <u>Select</u> Program
Form 16	Surge Protection Agreement – Rate Schedule SP <u>(Closed Schedule)</u>
Form 17	Application for Underground Cost Estimate
Form 18	Guaranty Agreement <u>Deleted</u>
Form 19	Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 20	Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 21	Optional Up Front Payment of Additional Facilities – Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 22	Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider
Form 23	Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 24	Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>
Form 25	Landlord "Leave Service Active" Agreement <u>Deleted</u>

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen
EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

~~Sixth~~ Sixth Revised Sheet No. iv
Canceling ~~Sixth~~ Fifth Revised Sheet No. iv

TABLE OF CONTENTS
(continued)

<u>Section</u>	<u>Description</u>
Section VII	Standard Contract Forms (continued)
	Form 26 Master Contract for Electric Service Deleted
	Form 27 Premises Exhibit to Master Contract for Electric Service Deleted
	Form 28 Certificate of Compliance – Small Power Generation Systems
	Form 29 Community Solar Customer Five-Year Participation Agreement Deleted
	Form 30 Curtailable Load Service Agreement
	Form 31 <u>Electric Service and Meter Socket Requirements</u>
	Form 32 <u>Optional Supplemental Power Services Agreement</u>
	Form 33 <u>Non-Residential Optional Supplemental Power Services Agreements</u>
	Form 34 <u>Existing Facility Economic Development Rider Service Agreement</u>
	Form 35 <u>Easement</u>
	Form 36 <u>Business Incentive Rider</u>
	Form 37 <u>Medically Essential Service</u>
	Form 38 <u>Performance Guaranty Agreement</u>
Section VIII	Special Contracts and Agreements
Section IX	Cogeneration Rate Schedules
	Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)
	Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities RESERVED FOR FUTURE USE
	<u>Schedule COG-3 – Payments for Purchases of Power from Qualifying Facilities during Generation Capacity Alerts</u>
	Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility
	Form 12 – Application for Interconnection of Customer-Owned Generation
	Standard Interconnection Agreement
	Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10kW or less)
	Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen
EFFECTIVE: ~~March 29, 2019~~

Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable
Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)

Standard Interconnection Application for Customer-Owned Renewable
Generation Systems

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

~~Second-Third~~ Revised Sheet No. v
Canceling ~~SecondFirst~~ Revised Sheet No. v

**TABLE OF CONTENTS
(continued)**

<u>Section</u>	<u>Description</u>
Section IX	Cogeneration Rate Schedules (continued)
	Schedule REF-1 <u>QS-2</u> – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities
	Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility
	Standard Interconnection Agreement for Non-Export Parallel Operators 10MVA or Less

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen
EFFECTIVE: ~~March 29, 2019~~

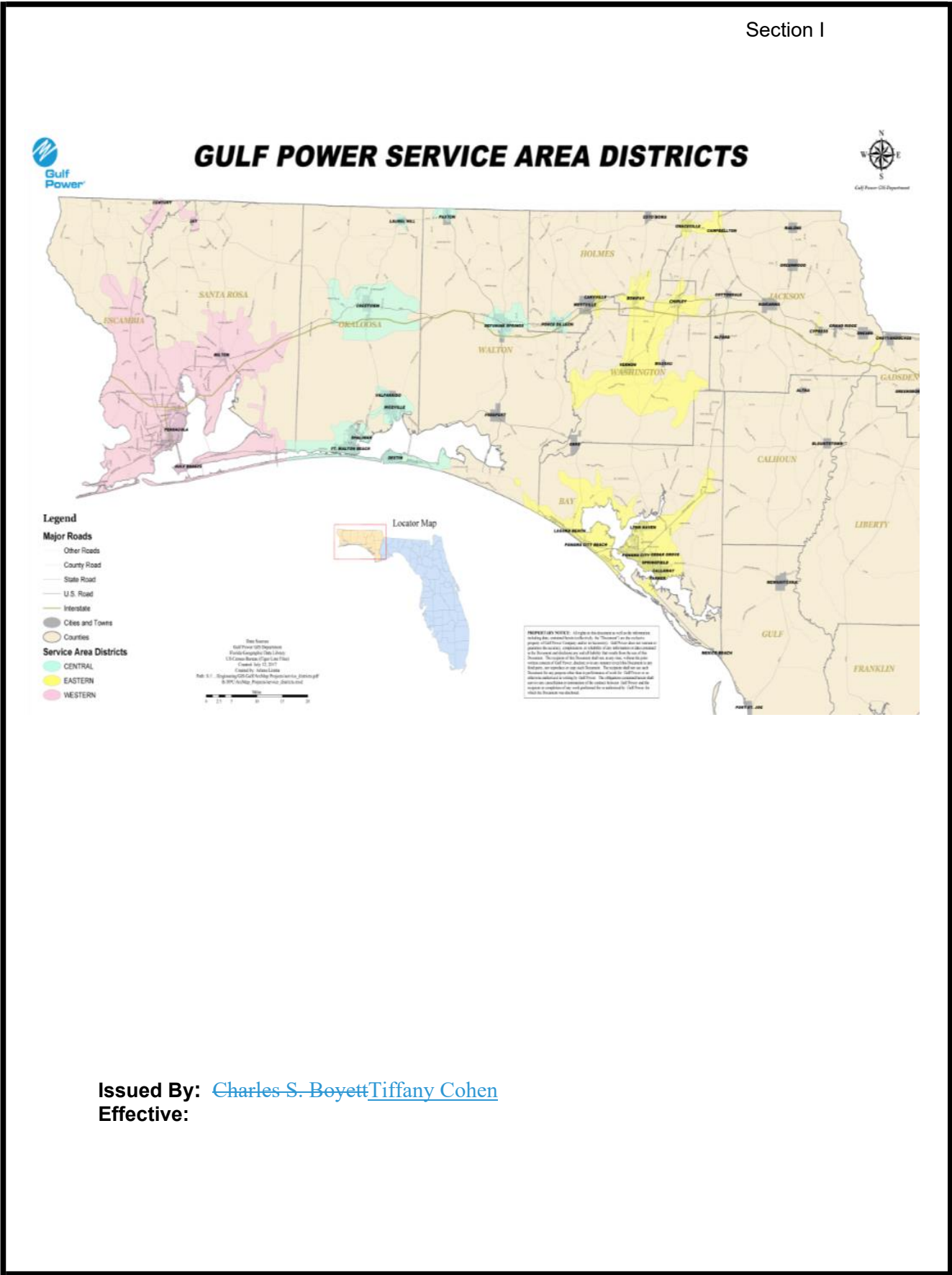
~~Section No. 1
Second Revised Sheet No. 1.1 Canceling
First Revised Sheet No. 1.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

RESERVED FOR FUTURE USE

GULF POWER COMPANY

Section I



Issued By: [Charles S. Boyett](#)[Tiffany Cohen](#)
 Effective:

SECTION II
MISCELLANEOUS

|

Section II

~~GULF POWER COMPANY FRANCHISE FEE INFORMATION~~

TOWN	MUNICIPALITY/ COUNTY	FRANCHISE FEE FACTOR	FRANCHISE FEE %	CONTRACT EXPIRATION DATE
3011	PENSACOLA	0.061584	6%	12/26/2009
3014	GENTURY	0.051320	5%	2/11/2010
3016	GULF BREEZE	0.030792	3%	6/1/2011
3021	MILTON	0.051320	5%	6/8/2035
1031	CHIPLEY	0.041056	4%	3/31/2027
1032	VERNON	0.030792	3%	2/13/2014
1033	GRACEVILLE	0.020528	2%	9/12/2025
1034	CAMPBELLTON	0.030792	3%	2/1/2014
1035	BONIFAY	0.030792	3%	2/13/2014
1036	CARYVILLE	0.030792	3%	7/30/2026
1041	PANAMA CITY	0.061584	6%	10/12/2040
1042	SPRINGFIELD	0.061584	6%	4/15/2017
1043	CEDAR GROVE	0.000000	0%	0/0/0000
1044	LYNN HAVEN	0.061584	6%	12/9/2010
1045	PANAMA CITY BEACH	0.051320	5%	3/2/2016
1046	PARKER	0.061584	6%	1/1/2013
1047	CALLAWAY	0.061584	6%	12/31/2014
2051	DEFUNIAK SPRINGS	0.030792	3%	6/14/2040
2052	PAXTON	0.030792	3%	7/15/2017
2053	PONCE DE LEON	0.061584	6%	5/11/2024
2061	GRESTVIEW	0.061584	6%	4/1/2040
2062	LAUREL HILL	0.030792	3%	2/4/2012
2071	NICEVILLE	0.061584	6%	5/15/2026
2072	VALPARAISO	0.061584	6%	8/24/2011
2073	SHALIMAR	0.030792	3%	8/10/2014
2074	FORT WALTON BEACH	0.061584	6%	10/14/2011
2075	CINCO BAYOU	0.061584	6%	5/18/2011
2076	MARY ESTHER	0.030792	3%	3/2/2011
2078	DESTIN	0.041056	4%	5/19/2016
009	ESCAMBIA COUNTY	0.051320	5%	12/31/2025
033	SANTA ROSA COUNTY	0.051320	5%	9/30/2025
025	JACKSON COUNTY	0.061584	6%	11/1/2014

~~† Franchise Fee Change~~

~~*Gulf remits franchise on Residential, Commercial Revenue, and Home Business Revenue accounts only.~~

~~@ Town of Cedar Grove was dissolved into Bay County.~~

~~Effective: October 12, 2010~~

~~Revised: February 22, 2011~~

GULF POWER COMPANY

Section III
~~First-Second~~ Revised Sheet No. 3.1
Canceling ~~First Revised~~ Original Sheet No .3.1

DEFINITIONS TECHNICAL TERMS AND ABBREVIATIONS

AMPERE

The unit of measurement of electric current. It is proportional to the quantity of electrons flowing through a conductor past a given point in one second. It is analogous to cubic feet of water flowing per second. It is the unit current produced in a circuit by one volt acting through a resistance of one ohm.

AUXILIARY SERVICE

Is that furnished or made available by the Company for a portion of a Customer's requirements which ordinarily are furnished by the Customer from some other source of electrical supply.

~~AVOIDED COSTS~~

~~The decremental fuel costs to the Company of electric energy which, but for the purchase from the qualifying facility or qualifying facilities, the Company would generate itself or purchase from another source.~~

BILLING DEMAND

Is the demand upon which billing to a Customer is based as specified in a rate schedule or contract. The billing demand need not to be equal to the actual measured demand during that billing period.

BREAKDOWN SERVICE

Is that made available by the Company to a Customer but which is used only when the Customer's other source of electrical supply is not available due to the Customer's electric generating equipment being shut down for repairs.

CAPACITY REQUIREMENTS

The maximum rate of energy used by a Customer over a specified time interval, such as 15, 30, or 60 minutes. It may be determined by measurement or by calculation based upon connected load.

ISSUED BY: ~~E. L. Addison, President~~ Tiffany Cohen
EFFECTIVE: ~~January 29, 1982~~

GULF POWER COMPANY

Section III

~~First~~ Second Revised Sheet No. 3.2

Canceling ~~First Revised~~ Original Sheet No. 3.2

CHECK METER

Is a meter or metering installation installed by the Company, in addition to the meters required for purposes of determining the bill, for the purpose of determining the characteristics of load, of a Customer, or to verify the accuracy of the meters used for billing purposes.

CLASSES OF SERVICE

A classification based on the type of Customer, the service characteristic of the Customer served, the type of equipment connected, or the ultimate use of energy.

COGENERATION FACILITY

Equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy.

COMPANY

Florida Power & Light Company d/b/a ~~The~~ Gulf Power Company ("Gulf" or "Gulf Power") or a subsidiary company through which the Gulf Power Company may furnish service.

CONNECTED LOAD

The sum of the capacities or continuous ratings of the electrical energy consuming devices connected to a supplying system; usually broken down into components such as lighting, motors, heating, etc.

CONTRACT LOAD OR CAPACITY

The load or capacity that the supplier of energy guarantees to deliver to the Customer or that the Customer agrees to take or pay for under specified conditions.

CUSTOMER

A Customer is an individual, firm or organization who purchases service or is interconnected at one location under one rate classification, contract or schedule.

CUSTOMER'S INSTALLATION

~~Includes electrical circuits and control apparatus owned by the Customer, as opposed to the facilities supplied by the Company, together with all connected devices designed to consume or generate electrical energy. The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery", and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.~~

ISSUED BY: ~~E. L. Addison, President~~ Tiffany Cohen
EFFECTIVE: ~~January 20, 1982~~

GULF POWER COMPANY

Section III

~~First~~ Second Revised Sheet No. 3.3

Canceling ~~First~~ Original Sheet No. 3.3

DELIVERY POINT

Geographical and physical location at which the Company delivers service to the Customer, and the Customer assumes the responsibility for further delivery and use of the energy.

DEMAND

The average rate, usually in kilowatt-hours per hour, at which energy is delivered during a specified continuous interval of time, such as 15, 30, or 60 minutes. It may be expressed in kilowatts, kilovolt-amperes, horsepower or other suitable units.

EST – Eastern Standard Time

INTEGRATED 15-MINUTE DEMAND

The kilowatt-hours per hour of electric energy or load flow averaged over a period of 15 minutes.

INTERCONNECTION COSTS

The reasonable cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

KILOVAR (KVAR)

Is that portion of the apparent power which is not available to do work. Reactive power is required to furnish charging current to magnetic or electrostatic equipment connected to a system. It is the product of the volts times that portion of the amperes completely out of step with the alternating voltage divided by 1,000.

KILOVOLT AMPERE (KVA)

Is a term used only in connection with alternating current power. It is the product of the volts times the amperes divided by 1,000 where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the ampere current flowing in the circuit that is out of phase with fluctuating voltage. The latter is consumed by a circuit to charge capacitors or inductive load. Kilovolt-amperes are a measure of the apparent power consumed in an alternating current circuit.

ISSUED BY: E. L. Addison, President Tiffany Cohen

EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section III
First Revised Sheet No. 3.4
Canceling Original Sheet No. 3.4

KILOWATT (kW)

Is a unit of measurement of the real power supplied in an alternating current circuit. It is the product of the voltage times the amperes that are in step with the alternating voltage divided by 1,000.

KILOWATTHOUR (kWh)

The basic unit of electric energy equal to one kilowatt of power supplied to, or taken from, an electric circuit steadily for one hour.

LOAD

The power requirement of a system or a piece of equipment at a given instant, or the average rate of energy used during any designated short period of time. This term may be applied to the demand of an electric generating station, an individual generating unit, a transmission or distribution system, a substation or a whole power system, or to a Customer's requirement. ("Load" is often used interchangeably with "demand").

LOAD FACTOR

The ratio of the average demand over a designated period of time to the maximum demand occurring in that period. Load factor, in percent, also may be derived by multiplying the kilowatt-hours in the period by 100 and dividing by the product of the maximum demand in kilowatts and the number of hours in the period. The term "load factor" is usually further modified by specifying the period and kind.

Period: daily, weekly, monthly, annual or average
Kind: appliance, individual customer, group, class system, or a specific part of a system.

LUMEN

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

MONTH

One twelfth of a year, or the period between two consecutive readings of the Company's meters, as near 30 days as practicable.

POINT OF DELIVERY (See Delivery Point)

POWER FACTOR

The ratio of real power (kw) to apparent (kva) for a given load and time. Generally, it is expressed as a percentage ratio.

ISSUED BY: E.L. Addison, President
EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section III
~~First-Second~~ Revised Sheet No. 3.5
Canceling ~~First Revised Original~~ Sheet No.3.5

PREMISES

Defined as a contiguous area, building or group of buildings, or portion of a building, joined together electrically as may be permitted by the applicable rules and regulations of the Company, occupied by one Customer and served through one meter.

PRIMARY VOLTAGE

Is the voltage of the circuit supplying power at a transformer as opposed to the output voltage or load supply voltage which is called secondary voltage. In power supply practice, the primary is almost always the high voltage side and the secondary is the low voltage side of a transformer.

PURCHASE

~~The purchase of electric energy from a Qualifying Facility by the Company.~~

QUALIFYING FACILITY

A cogeneration facility or small power production facility which is a Qualifying Facility (as defined under the Rules and Regulations in 18CFR 292 Subpart B of the Public Utility Regulatory Policies Act of 1978 (PURPA)) and in Rule 25-17.0825, F.A.C.).

RATE

~~Any price, rate, charge, or classification made, demanded, observed or received with respect to the sale or purchase of electric energy or capacity, or any rule, regulation, or practice respecting any such rate, charge, or classification, and any contract pertaining to the sale or purchase of electric energy or capacity.~~

RESERVE SERVICE (See Standby Service)

SALE

~~The sale of electric energy or capacity or both by the Company to a Qualifying Facility.~~

SECONDARY VOLTAGE

Is the output or load supply voltage of a transformer or a substation.

SERVICE

~~The term service as used in this tariff or in contracts of Customer refers to the delivery of electrical energy. The furnishing of service shall also be construed to mean the readiness and the ability of the Company to deliver electrical energy to the Customer. Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.~~

ISSUED BY: ~~E. L. Addison, President~~ Tiffany Cohen
EFFECTIVE: ~~January 29, 1982~~

GULF POWER COMPANY

Section III
Original Sheet No. 3.6

SINGLE PHASE

Is the descriptive term applied to service supplied through a single pair of wires for any one voltage, with one additional wire required where an additional voltage is supplied. Electrically there is a single complete voltage alternation in 1/60 seconds. Single phase service is supplied from any distribution line of the Company and to any Customer not having large motor driven devices which be inoperable from a single phase supply.

STANDBY SERVICE

Is that furnished by the Company to a Customer for all or any part of the Customer's load during the time that the Customer's normal source of electrical supply is shut down.

SYSTEM EMERGENCY

A condition on the Company's system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

THREE PHASE

Is the term applied to service applied from certain of the Company's lines requiring the use of three or four wires. Electrically, there are three separate voltages of equal value, each alternating 60 times a second and separated from each other by 1/180 of a second. While this type of service is required to supply all large loads, it normally is not available in residential service areas.

VOLT

Is the unit of electromotive force or electric pressure analogous to water pressure in pounds per square inch. It is an electrical pressure which, if steadily applied to circuit having a resistance of one ohm, will cause a current of one ampere to flow.

YEAR

Is that period intervening between two anniversary contract for dates of a used, that billed electric service. When "calendar" year is period represents that for covered by the service periods the months of January through December of any year.

ISSUED BY: E.L. Addison, President
EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section No. IV

~~Twelfth-Thirteenth~~ Revised Sheet No. 4.1

Canceling ~~Twelfth-Eleventh~~ Revised Sheet No. 4.1

INDEX

RULES AND REGULATIONS FOR ELECTRIC SERVICE

- Part I General Rules
- 1.1 Application for Service
 - 1.2 Classification of Service
 - 1.3 Rates
 - 1.4 Optional Rates
 - 1.5 Residential Service
 - 1.6 General Service
 - 1.6.1 Boarding Houses
 - 1.6.2 Apartment Houses
 - 1.6.3 Separate Meter for Living Quarters
 - 1.6.4 Farms
 - 1.7 Industrial Service
 - 1.8 Limits of Uses of Service
 - 1.9 Character of Service
 - 1.10 Continuity of Service
 - 1.11 Increase of Service
 - 1.12 Right-of-Way
 - 1.13 Customer Wiring
 - 1.14 Residential Energy Audits
 - 1.14.1 Centsable Energy Check
 - 1.14.2 Residential Conservation Service (RCS) Audit
 - 1.15 Payment for Service
 - 1.16 ~~Responsibility for Property of Company~~Protection of Company's Property and Damage to Company's Property
 - 1.17 Damages to Property
 - 1.18 Standard Nominal Voltage
 - 1.19 Notices
 - 1.20 Promises
- Part II Credit Regulations
- 2.1 Deposit Requirement
 - 2.2 Interest on Deposit
 - 2.3 Refund of Residential Deposit
 - 2.4 Application of Deposit
 - 2.5 Non-Assignment of Deposit
 - 2.6 Payment of Previous Accounts Required
- Part III Line Extension and Service Connection Regulations
- 3.1 Applies to All Applicants
 - 3.2 Connection of Initial Service
 - 3.3 Connection of Existing Service
 - 3.4 Service if New or Upgraded Facilities Are Required
 - 3.5 Limitations on Three Phase Service
 - 3.6 Underground Service in an Overhead Area
 - 3.7 Connection of Temporary Service
 - 3.7.1 Temporary Service ~~Involving Extensions~~
 - 3.8 Floor Finishing
 - 3.9 Real Estate Developments
 - 3.10 Relocation or Removal of Existing Facilities

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV
~~Tenth-Eleventh~~ Revised Sheet No. 4.2
Canceling ~~Tenth-Ninth~~ Revised Sheet No.4.2

(Continued from Index, Sheet No. 4.1)

- Part IV Billing and Metering Regulations
- 4.1 Each Metering Point Billed as Separate Customer
 - 4.2 Two or More Premises Not to be Served Through One Meter
 - 4.3 Deleted
 - 4.4 No Charge for Required Metering Equipment
 - 4.4.1 Net Metering of Customer-Owned Renewable Generation
 - 4.5 Estimation of Bills Required by Meter Damage or Failure
 - 4.6 Meter Reading and Billing Intervals
 - 4.7 Power Factor Requirement
 - 4.8 Prorated Bills
 - 4.9 Requirements of Customer for Discontinuing Service
 - 4.10 Installation of Check Meters
 - 4.11 Refusal or Discontinuance of Service
 - 4.12 Investigation of Unauthorized Use Tampering with Meters
 - 4.13 Restoration of Service (After Violation of Rules)
 - 4.14 Testing of Meters and Resulting Adjustments
 - 4.14.1 Fast Meter
 - 4.14.2 Slow, Non-Registering, or Partially Registering Meter
 - 4.14.3 Creeping Meter
 - 4.14.4 Improper Metering Due to Electrical Contractor Error
 - 4.15 Returned Item Charge
 - 4.16 Late Payment Charge
 - 4.15.17 Budget Billing
- Part V Contract and Enforcement Regulations
- 5.1 Cutoff Regulations
 - 5.2 Extension of Time for Payment of Bill
 - 5.3 ~~Restoration-Reconnection~~ Charge
 - 5.4 ~~Premise-Field~~ Visit Charge
 - 5.5 Faulty Wiring on Customer's Premises
 - 5.6 Medically Essential Service
- Part VI Underground Distribution Facilities
- 6.1 Definitions
 - 6.2 General
 - 6.2.1 Application
 - 6.2.2 Early Notification and Coordination
 - 6.2.3 Changes to Plans
 - 6.2.4 Underground Installations Not Covered
 - 6.2.5 Type of System Provided
 - 6.2.6 Design and Ownership
 - 6.2.7 Rights of Way and Easements
 - 6.2.8 Contributions and Credits
 - 6.2.9 Location of Distribution Facilities

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Tenth Revised Sheet No. 4.2
Canceling Ninth Revised Sheet No. 4.2

(Continued from Index, Sheet No. 4.2)

- 6.2.10 Special Conditions
- 6.2.11 Point of Delivery
- 6.2.12 Location of Meter Socket & Service Entrance Facilities
- 6.2.13 Relocation or Removal of Existing Facilities
- 6.2.14 Development of Subdivisions
- 6.2.15 Service Lateral Conductor
- 6.2.16 Damage to Company's Equipment

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Sixth Revised Sheet No. 4.2A
Canceling Fifth Revised Sheet No. 4.2A

INDEX (Continued)

Part VI

- 6.3 Underground Distribution Facilities for New Residential Subdivisions
 - 6.3.1 Availability
 - 6.3.2 Contribution by Applicant
 - 6.3.3 Contribution Adjustments

- 6.4 Underground Distribution to Multiple-Occupancy Residential Buildings
 - 6.4.1 New Underground Service Laterals
 - 6.4.2 Contribution By Applicant
 - 6.4.3 Contribution Adjustments

- 6.5 Underground Service Laterals Replacing Existing Residential Overhead and Underground Services
 - 6.5.1 Applicability
 - 6.5.2 Rearrangement of Service Entrance
 - 6.5.3 Trenching and Conduit Installation
 - 6.5.4 Contribution by Applicant

- 6.6 Underground Distribution to Multiple-Occupancy Residential Buildings
 - 6.6.1 Availability
 - 6.6.2 Contribution by Applicant
 - 6.6.3 Responsibility of Applicant
 - 6.6.4 Responsibility of the Company
 - 6.6.5 Service Voltages
 - 6.6.6 Meter Sockets and Service Entrance Facilities

- 6.7 Installation of Underground Electric Distribution Facilities for New Construction
 - 6.7.1 Definitions
 - 6.7.2 Application
 - 6.7.3 Contribution-In-Aid-of-Construction (CIAC)
 - 6.7.4 Non-Refundable Deposits
 - 6.7.5 Non-Binding Cost Estimates
 - 6.7.6 Underground Distribution Facilities
 - 6.7.7 Easements
 - 6.7.8 Early Notification and Coordination
 - 6.7.9 Changes to Plans, Layout or Grade
 - 6.7.10 Location of Distribution Facilities
 - 6.7.11 Other Terms and Conditions
 - 6.7.12 Type of System Provided
 - 6.7.13 Design and Ownership
 - 6.7.14 Meter Sockets and Service

- 6.8 Installation of Underground Electric Distribution Facilities For the Conversion of Overhead Electric Distribution Facilities
 - 6.8.1 Definitions
 - 6.8.2 Application
 - 6.8.3 Contribution-In-Aid-of-Construction (CIAC)

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

RULES AND REGULATIONS
FOR
ELECTRIC SERVICE

These Rules and Regulations, approved by the Florida Public Utilities Commission, constitute the Company's operating procedures and policies and supplement the "Rules and Regulations Governing Electric Service by Electric Public Utilities" ordered to be effective November 30, 1959 or as may hereafter be modified by the Florida Public Utilities Commission.

PART I

GENERAL RULES

- 1.2 APPLICATION FOR SERVICE - Each person firm or corporation desiring to become a Customer for electric service from any distribution system operated by the Company shall make an application for service, either in person or by duly authorized agent. The Customer's load will not be connected to the distribution system until all the applicable conditions and provisions of these Rules and Regulations are complied with. The furnishing of service by the Company and its initial acceptance by the Customer, in the absence of a formal written contract, constitutes the evidence of the contractual relationship between the Customer who thereby agrees to take the service and the Company who thereafter undertakes to supply the type of service applied for under the terms and conditions of the applicable Rate Schedule or Rules and Regulations. Company may require the execution of a formal contract for service involving special conditions or the furnishing of over 25 kilowatts of capacity. (See also, Rule 2.5)

GULF POWER COMPANY

Section IV

First Revised Sheet No. 4.4

Cancels Original Sheet No. 4.4

1.2 CLASSIFICATION OF SERVICE - For the purpose of establishing a comprehensive rate structure, the Company may upon approval by the Commission classify its utility service according to the purpose for which such service is used, the quantity used, the time when used, or any other reasonable consideration, and conform its rate schedules to such classifications.

1.3 RATES - The rates to be charged by and paid to the Company for service shall be the rates from time to time legally established and in force, and in accordance with its Rate Schedules from time to time in effect and applicable to the class of service in the territory in which the Customer's premises are situated.

A copy of the rates under which service will be supplied is on file and is open for inspection at the Company's general office in Pensacola and at each district and local office. Upon request of any Customer, a copy of the Rate Schedule applicable to his service will be furnished him by the Company.

1.4 OPTIONAL RATES - When two or more rates are available for certain classes or service, the conditions under which they are applicable to the requirements of particular customers are plainly set forth in the Company's published rate schedules. The choice of such rates lies with the Customer.

The Company will at any time upon request advise any Customer as to the rate best adapted to existing; or anticipated service requirements as defined by the Customer but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected should the volume or character of service change.

From time to time, the Company undertakes investigations of operating conditions of its customers with a view to recommending desirable

ISSUED BY: R. L. Pulley, President Tiffany Cohen
EFFECTIVE: August 1, 1962

GULF POWER COMPANY

Section IV
Fourth Revised Sheet No. 4.5
Canceling Third Revised Sheet No. 4.5

1.4 OPTIONAL RATES (continued)

changes from one applicable rate to another, but, lacking knowledge of changes which may occur at any time in such conditions, the Company cannot guarantee that customers will be served under the most favorable rate, nor make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

A Customer, having selected a rate adapted to his service may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his service. A new Customer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

1.5 RESIDENTIAL SERVICE - Service for all domestic purposes in individually metered dwelling units suitable for year-round family occupancy containing full kitchen facilities. A separate point of service may be placed on the residential rate when it is determined to be at the same premise as the dwelling unit and used exclusively for personal rather than business use (i.e., garages, pumps, pools, boat docks, etc.) Service to commonly-owned condominium and cooperative apartment buildings meeting the following criteria is also considered Residential Service:

- a. 100% of the energy is used exclusively for the co-owners' benefit.
- b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- c. Each point of delivery will be separately metered and billed.
- d. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

1.6 GENERAL SERVICE - Any person, organization, firm, or corporation taking electric service to which no other rate schedule is applicable shall be considered a General Service Customer. These may be commercial, or institutional such as nonprofit organizations, religious, educational, philanthropic, fraternal, governmental, or others not listed. The following is an incomplete list which gives some examples of who shall be considered General Service customers:

- 1.6.1 Recognized boarding and rooming houses.
- 1.6.2 An apartment house, except for service rendered direct to individual tenants.
- 1.6.3 Any business house within which the Customer lives merely for convenience or economy, but such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

GULF POWER COMPANY

Section IV
Third Revised Sheet No. 4. 6
Canceling Second Revised Sheet No. 4. 6

1.6 GENERAL SERVICE (Continued)

1.6.4 Commercial dairy, poultry, truck or other type farm, however, such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

1.7 INDUSTRIAL SERVICE - Service to a Customer at a single location where the Customer is engaged in an industrial enterprise which uses the service primarily in an operation involving the extraction from, or the processing or fabrication of, materials or products.

1.8 LIMITS OF USES OF SERVICE – All service supplied by the Company is for the Customer' s sole use within or upon his premises and for the purposes set forth by the applicable Rate Schedule. The Customer shall not supply electrical energy to anyone else or allow anyone to take same, nor shall reuse or permit same to be used at any other premises (except as provided below) or for any other premises (except as provided below) or for any other purposes (either directly or indirectly by transformation or regeneration) than those designated in the application. (See Section No. IV, Sheet No. 4.15, Rule 4.1)

The Company reserves the right to apply to each Customer the proper Rate Schedule in accordance with the classifications made of its service for billing purposes.

Electric service must not be used by the Customer in such a manner as to cause unusual voltage fluctuations or disturbances in the Company's distribution or transmission system and, should any apparatus be installed the use of which shall interfere with or harmfully affect the service to other customers, the Company may discontinue service upon giving reasonable

GULF POWER COMPANY

Section IV
Second Revised Sheet. No.4.7
Canceling First Revised Sheet No. 4.7

(Continued from Sheet No. 4.6)

notice unless in the meantime the use of such objectionable apparatus has been discontinued, or such steps taken as may be necessary to prevent a recurrence. Should the Company be required to make any unusual expenditure over and above that required to serve ordinary load of unobjectionable character, the Customer shall reimburse the Company for such excess cost of serving him.

No Customer shall extend electric lines or facilities across or under a street, avenue, alley, lane, court, or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent tract of land, except under the following conditions: (1) said structure or facility on adjacent land is at all times operated and utilized by the same Customer for the same business or enterprise; (2) electric service through such meter is utilized solely by such Customer; (3) such single-meter electric service is otherwise permissible under applicable Company Rules and Regulations and applicable Rate Schedule; (4) Customer obtains written approval from the Company on plans, and any extension or revision thereof, for such single-meter service arrangement; (5) Customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's electric facilities; and (6) Customer's electric facilities crossing public ways must comply with all applicable local and national codes.

Customers and others are forbidden, without written consent of the Company, from using the Company's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the Company's aforesaid property or facilities as to cause, or to be likely to cause, interference with the Company's operations or its supply of electric service, or a dangerous condition in connection therewith, and the Company shall have the right to remove any such things without notice and without liability for damages arising from such removal.

ISSUED BY: E. L. Addison. President
EFFECTIVE: November 10, 1980

GULF POWER COMPANY

Section IV
Fifth Revised Sheet No. 4.7 A
Canceling Fourth Revised Sheet No. 4.7 A

(Continued from Sheet No. 4.7)

- 1.9 CHARACTER OF SERVICE - The phase, frequency, and voltage of electric service which may be available for delivery to the Customer shall be determined by the available local distribution system of the Company nearest the Customer's premises, and the Company shall not be required to deliver service at a phase, frequency, or voltage other than that provided for in the particular Rate Schedule applicable.

ISSUED BY: E. L. Addison, President
EFFECTIVE: September 13, 1990

GULF POWER COMPANY

Section No. IV

~~Second-Third~~ Revised Sheet No. 4.8

Canceling ~~SecondFirst~~ Revised Sheet No. 4.8

- 1.10 CONTINUITY OF SERVICE - ~~The Company will exercise reasonable diligence and care to furnish and deliver a regular and uninterrupted supply of electrical energy, but in case the supply should be variable in frequency or voltage, interrupted or fail by reasons of legal process, strike, riot, war, flood, storm, fire, accident, breakdown, or on account of maintenance or repairs to its system, or any part thereof, or of cutting in new equipment or customers or any cause beyond the control of the Company or from the negligence of the Company, its employees, servants or agents, the Company shall not be held liable for any injury, loss, damage, or expense to any Customer, or to any other person, caused directly or indirectly by such variation, interruption, or failure, but shall restore its service to normal as quickly as practicable; and during such interruption the Customer shall have the right to use such other service as may be available. The Customer shall notify the Company promptly of any defect in service or of any trouble or accident to the electric supply. The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from the ordinary negligence of its employees, servants or agents. The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or omission or related injury caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.~~

~~Continuous service is further dependent upon and subject to conditions brought about by war, the necessities of war, or by the United States Government or any agency of the United States Government, and the Company assumes no obligation to continue the delivery of any quantity of power when or in the event it is required to supply such power to the United States Government, or to any person, firm, corporation, business or industry designated by the United States Government or other Governmental Agency either during time of war or at any other time.~~

- 1.11 INCREASE OF SERVICE - Increased service requirements shall be supplied at all times through the existing, or enlarged, service connection and such metering equipment as will properly measure the amount of energy and its maximum demand, provided that the necessary enlargement of the facilities in service does not require changes in point of delivery. The Customer shall give reasonable advance notice to the Company of any changes which affect the connected load under contract to the end that the Company will have ample time to provide adequate service facilities.

ISSUED BY: ~~Charles Boyett~~Tiffany Cohen
EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV

~~Fourth-Fifth~~ Revised Sheet No. 4.9

Canceling ~~FourthThird~~ Revised Sheet No. 4.9

- 1.12 ~~ACCESS TO PREMISES AND RIGHT-OF-WAY - The Customer, upon making application for service, thereby grants the Company, free of cost, right of way over and under property owned, leased, or controlled by the Customer, for the installation of poles, ducts, cables, wires, transformers, vaults, fixtures, and appurtenances necessary for service to the Customer; and the Customer shall provide, without cost to the Company, suitable location and housing for all apparatus installed and owned by the Company on Customer's premises; and all necessary permission for ingress and egress to and from the Customer's premises shall be provided by the Customer to enable the properly identified employees of the Company to read meters, install, repair, maintain, and remove the Company's property and inspect and test electrical equipment within or upon the premises at all reasonable times and to perform all other necessary duties in connection with the service to the Customer and the Company's property. The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meter, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass. The Customer shall grant or cause to be granted the Company and without cost to the Company all rights, easement, permits and privileges which in the opinion of the Company, are necessary for the rendering of service to the Customer.~~
- 1.13 CUSTOMER WIRING - The wiring and electrical equipment in or upon the premises of the Customer to the Delivery Point shall be in conformity with the rules and regulations of constituted authorities pertaining thereto, and the rules set forth in the Company's "Electric Service and Meter Installations" as issued from time to time, but the Company does not assume responsibility therefore and shall not be liable for any defects or damages due to defective customer wiring.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV

~~Sixth-Seventh~~ Revised Sheet No. 4.10

Canceling ~~SixthFifth~~ Revised Sheet No. 4.10

- 1.14 ENERGY AUDITS - The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.
- 1.15 PAYMENT FOR SERVICE - Employees of the Company are forbidden to demand or accept any personal compensation from Customers of the Company, and payment for any services rendered should only be made upon presentation of formal statement by the Company.
- 1.16 ~~RESPONSIBILITY FOR PROPERTY OF THE COMPANY~~PROTECTION OF COMPANY'S PROPERTY AND DAMAGE TO COMPANY'S PROPERTY - ~~All property of the Company that is placed in or upon the Customer's premises, and used in supplying service to him, is placed there under his protection; Customer shall be liable for any loss of or damage to such property, normal wear and tear excepted, and shall pay the Company the amount of any such loss or damage.~~The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus. In the event of any loss or damage of property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 1.17 DAMAGES TO PROPERTY - Neither the Customer nor the Company shall be responsible for damage to the machinery, apparatus, appliances or other property of the other caused by lightning or by defects in or failure of the machinery, apparatus, or appliances of the one suffering such damages from such causes; and the Company shall not be in any way responsible for the transmission or control of electrical energy beyond the Delivery Point, and shall not be liable for damages on account of injuries to person or property resulting in any manner from the receiving, use, or

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen
EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV
Fifth Revised Sheet No. 4.11
Canceling Fourth Revised Sheet No. 4.11

1.18 DAMAGES TO PROPERTY - (continued)

application by the Customer of such electrical energy. The Customer must keep his, her, or its machinery, lines, apparatus and appliances in a safe condition and shall indemnify and save harmless the Company from the payment of any sums or sum of money to any person whomsoever, including attorney's fees and court costs, which it may be called upon to pay on account of damage to property or fatal or personal injuries to individuals resulting from or which may be in anyway caused by the operation and maintenance of the machinery, lines, apparatus and appliances belonging to the Customer.

Reverse phase relays, phase failure relays and low voltage or voltage unbalance releases, preferably of the adjustable time-delay type, with circuit breakers or equivalent devices shall be provided by the Customer to disconnect automatically all motor installations which cannot be safely reversed or which would be damaged by a phase or voltage failure.

1.19 STANDARD NOMINAL VOLTAGE - The Company will adopt a standard nominal voltage, or standard nominal voltages, as may be required by its distribution system, or for each of the several districts into which the system may be divided, and the voltages maintained at the Company's main service terminals as installed for each Customer or group of customers shall be maintained reasonably constant. Information as to the standard nominal voltage supplied to any district or area will be furnished by the Company upon request.

If an industrial Customer uses lighting incidental to his power service and the voltage regulation is unsatisfactory for lighting purposes, then the Customer shall install any required regulative apparatus at his own expense.

1.20 NOTICES - Any notice required or authorized to be given under these "Rules and Regulations" or under the provisions of any contracts between the Company and Customer, shall be in writing addressed to the Customer at the premises at which the service is rendered, or at such other address as may have been furnished by the Customer for receiving his bills from the Company, or at Customer's last known address, and mailed in the ordinary course of the Company's business; or by the Customer to the Company, by mail, addressed to the Company; or by either party by serving same personally upon the other. The date of serving or mailing any such notice shall be the date upon which the number of days specified for notice shall begin to run. Notice may be provided to customers via electronic mail if the customer consents to receiving notice in such format.

Notice to the Company by the Customer should not be given to employees of the Company when away from the office, or in the office after or before business hours, as such will not be accepted as binding and formal notification to the Company.

1.21 PROMISES - No promise, agreement, or representation of any employee or officer of the Company shall bind the Company unless the same be in writing and approved by the signature of an officer of the Company, and no employee or officer of the Company is authorized to waive this condition.

ISSUED BY: Charles S. Boyett
EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IV
~~Twelfth-Thirteenth~~ Revised Sheet No. 4.12
Canceling ~~Twelfth-Eleventh~~ Revised Sheet No. 4.12

PART II
CREDIT REGULATIONS

~~2.~~

2.1 Security Deposit/Guaranty.

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

- a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
- b) a guaranty satisfactory to the Company to secure payment of bills; or
- c) information which satisfies the Company's application requirements for no deposit.

(2) a) New Service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) as provided by Gulf.

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

2.2 Deposit Interest.

The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

2.21 Residential Deposits.

Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

2.22 Nonresidential Deposits.

Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

ISSUED BY: Tiffany Cohen
EFFECTIVE:

GULF POWER COMPANY

Section No. IV

Original Sheet No. 4.12.1

2.3 Refund of Cash Deposit/Release of Other Security or Guaranty.

After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

2.4 Transfer of Security Deposit/Guaranty.

A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

- ~~1. DEPOSIT REQUIREMENT—The Company may require an applicant for service, or an existing customer, to satisfactorily establish credit to secure payment of bills and protection of Company property on the Customer's premises. Credit will be deemed satisfactorily established through provision of: (a) a cash deposit; (b) irrevocable letter of credit from a bank or surety bond; or (c) an acceptable guaranty. For a new service request, the total deposit may not exceed 2 months of projected charges. Once a new customer has had continuous service for a 12-month period, the amount of the deposit shall be recalculated using actual data. To the extent that the recalculated deposit amount is less than the initial deposit amount, the Company will return the difference to the customer. To the extent that the recalculated deposit amount exceeds the initial deposit amount, the Company may charge the customer for the difference. Should the Company require a deposit on an account established prior to January 1, 2016, or should a customer request a deposit to be recalculated on such an account, the Company shall recalculate the deposit by utilizing only the available monthly charges from the 12-month period prior to the date the change is sought. In either event, the total deposit shall not exceed 2 months of average actual charges.~~
- ~~2.2 INTEREST ON DEPOSIT—The Company will issue a receipt to the Customer covering the amount of the initial deposit. Interest will be paid at the rate of 2 percent for all residential customers. For non-residential customers, interest will be paid at the rate of 2 percent for 23 months and at 3 percent after 23 months for non-residential customers who meet the criteria (a-e) in section 2.3 below. The interest will be paid annually in June of each year by applying the credit to the Customer's electric service bill. The Company shall not be required to pay interest on any deposit when the deposit has been held for a period of less than six months.~~

ISSUED BY: Tiffany Cohen
EFFECTIVE:

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.12.2

~~2.3 REFUND OF RESIDENTIAL DEPOSIT—Customer deposits securing residential accounts will be refunded by crediting the amount of the deposit plus interest to the electric service bill after the deposit has been held for a period of twelve months, provided within the last twelve months the Customer has not (a) been sent more than one reminder notice, (b) been disconnected for non-payment, (c) had a dishonored check charged to the account, (d) tampered with the meter or stolen electricity, or (e) made fraudulent use of service. When the service is discontinued where a deposit exists on the account, the amount of the deposit, with accrued interest due from the last annual payment date or deposit date, will be paid to the Customer after deducting therefrom all sums owed to the Company by the Customer, including damages to the property of the Company on the Customer's premises.~~

~~APPLICATION OF DEPOSIT—Deposits shall not be applied in payment of current month bills, and such deposits shall in no way affect the Company's rights arising from non-payment of bills as provided for in the Company's "Rules and Regulations for Electric Service" or in applications or contracts for service.~~

ISSUED BY: Tiffany Cohen
EFFECTIVE:

GULF POWER COMPANY

Section No. IV

~~Sixteenth-Seventeenth~~ Revised Sheet No. 4.13

Canceling ~~SixteenthFifteenth~~ Revised Sheet No. 4.13

- 2.4 ~~NON-ASSIGNMENT OF DEPOSIT - The receipt for deposit cannot be assigned by the Customer without the written consent of the Company.~~
- 2.5 ~~PAYMENT OF PREVIOUS ACCOUNTS REQUIRED - Applications for service will not be accepted by the Company until the Applicant has paid to the Company all sums at any time owing and then unpaid:~~
- ~~(1) By Applicant for service of the same class rendered by the Company whether at the premises applied for or at any other premises, or~~
 - ~~(2) By the previous occupant of the premises as long as the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.~~

PART III

LINE EXTENSION AND SERVICE CONNECTION REGULATIONS

- 3.1 APPLIES TO ALL APPLICANTS - These regulations apply to all applicants requesting service from the regular distribution systems of the Company for residential, commercial and industrial usage. Customers requesting service from the transmission system of the Company may require individual consideration and will be handled accordingly as they request service.
- 3.2 CONNECTION OF INITIAL SERVICE - ~~A \$20.00 service charge will be made for an initial connection. Where the Company's distribution circuits already are in place on the pole adjacent to the Customer's premises requiring only the installation of service wires and meter, the Company will place the service wires and meter completing the connection to provide service. The Customer shall pay a charge of \$27.00 residential / \$50.00 non-residential for such connection, in addition to the deposit provided for elsewhere. The Company shall have the discretion to waive the connection fee that would otherwise apply to the new or existing Customer as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.~~
~~Where the Company's distribution circuits already are in place on the pole adjacent to the Customer's premises requiring only the installation of service wires and meter, the Company will place the service wires and meter completing the connection to provide service. The Customer shall pay a charge of \$27.00 residential / \$50.00 non-residential for such connection, in addition to the deposit provided for elsewhere. The Company shall have the discretion to waive the connection fee that would otherwise apply to the new or existing Customer as a consequence of significant damage to their premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.~~

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.13.1

3.3 CONNECTION OF EXISTING SERVICE - A \$19.00 service charge will be made for the connection of an existing account. Where service has previously been connected at a premise, a \$27.00 residential / \$50.00 non residential service charge shall be paid for all subsequent reconnections, except for restoration of service after violation of regulations as provided in Paragraph 4.11 of these Rules or at the Company's discretion as a consequence of significant damage to the new or existing Customer's premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.
~~Where service has previously been connected at a premise, a \$27.00 residential / \$50.00 non-residential service charge shall be paid for all subsequent reconnections, except for restoration of service after violation of regulations as provided in Paragraph 4.11 of these Rules or at the Company's discretion as a consequence of significant damage to the new or existing Customer's premises caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.~~

3.4 SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED - In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in Part VI of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC) - A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities (CIAC_{OH}) shall be calculated as follows:

$$\text{CIAC}_{\text{OH}} = \text{Total estimated work order job cost of installing the facilities} - \text{Four years expected incremental base energy revenue} - \text{Four years expected incremental base demand revenue, if applicable}$$

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the CIAC_{OH} be less than zero.

(b) The CIAC for new or upgraded underground facilities (CIAC_{UG}) shall be calculated as follows:

$$\text{CIAC}_{\text{UG}} = \text{CIAC}_{\text{OH}} + \text{Estimated difference between the cost of providing the service underground and overhead}$$

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.13.1

CIAC TRUE-UP - An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in-service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in PRORATION OF CIAC.

PRORATION OF CIAC - CIAC is proratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

3.4 SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED - When new or upgraded facilities are required to place the service applied for adjacent to the Customer's premises, a test will be run on the projected revenue vs. the estimated construction costs, exclusive of meters and services.

Contributions in aid of construction for new or upgraded overhead facilities:
$$\text{CIACOH} = \text{Construction Cost} - (4 \text{ years expected incremental base energy revenue}) - (4 \text{ years expected incremental base demand revenue})$$

Contributions in aid of construction for new or upgraded underground facilities:
$$\text{CIACUG} = \text{CIACOH} + \text{Estimated difference between cost of providing the service underground and overhead}$$

ISSUED BY: Charles S. Boyett Tiffany Cohen
EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IV

~~Fourteenth-Fifteenth~~ Revised Sheet No. 4.14

Canceling ~~FourteenthThirteenth~~ Revised Sheet No. 4.14

~~3.5 (continued)~~

~~If the revenue supports construction, then no CIAC is applicable. If the revenue/construction comparison shows a CIAC to be owing, the applicant will pay to the Company in advance of making the extension the amount from the formula, adjusted by the approved tax effect multiplier. Such payment may be waived or a special agreement may be made providing for the repayment of such money to the applicant, when additional business is secured, upon terms to be fixed by the Company. Where more customers than the initial applicant are expected to be served by the new or upgraded facilities within a period not to exceed three years, the Company shall prorate the total CIAC over the number of end-use customers expected. Where the full amount of CIAC is required from the initial applicant, the Company will return to the initial applicant any subsequent CIAC payments received from such expected customers. Title to all lines will remain with the Company. When service is connected to the Customer's premises, a service charge shall be paid in accordance with the provisions of Paragraph 3.2 above. The Company shall apply the above formulas uniformly to residential, commercial, and industrial customers requiring new or upgraded facilities at any voltage level.~~

3.5 LIMITATIONS ON THREE PHASE SERVICE - In general, the Company will furnish single phase service for any residential or commercial loads involving no single motor larger than five horsepower. It has never contemplated supplying service to any motor rated at three horsepower or smaller at three phase anywhere. Therefore, unless already available, three phase service will not be furnished for residential loads or for commercial loads where no commercial motor exceeds three horsepower until the Customer makes a contribution to the Company equal to the excess of the cost of providing three phase service over the cost of furnishing service to such load at single phase.

3.6 UNDERGROUND SERVICE IN AN OVERHEAD AREA - Conversion of existing overhead facilities to underground shall be handled in accordance with the provisions of Part VI UNDERGROUND DISTRIBUTION FACILITIES.

3.7 CONNECTION OF TEMPORARY SERVICE - Where the Company's distribution circuits are already in place on the pole adjacent to the Customer's premises requiring only the installation of a service drop and meter, the Company will place the service drop and meter completing the connection to provide temporary service. The service drop and meter installation shall not exceed 200 amperes and must utilize self-contained, non-demand metering. ~~The customer shall pay a charge of \$110.00 for each such connection in addition to the deposit provided for elsewhere.~~

~~3.7.1 TEMPORARY SERVICE INVOLVING EXTENSIONS - In case the establishing of temporary service involves cost of labor and materials, other than as described in 3.7 above, the applicant must pay in advance the total estimated cost of installing and dismantling the necessary facilities, less the salvage value of the material returnable to stores for re-use, less projected revenues associated with the temporary service. This payment shall be in addition to the appropriate service charge for a Service Connection to existing distribution system and the deposit for guarantee of the energy billing provided for elsewhere.~~

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.14.1

3.7.1 TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter \$402.48

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter \$242.70

MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

ISSUED BY: Tiffany Cohen
EFFECTIVE:

GULF POWER COMPANY

Eighth Revised Sheet No. 4.15
Canceling Seventh Revised Sheet No. 4.15

- 3.8 The Company makes special arrangements for floor surfacing, polishing, finishing or other similar motor driven equipment. Customer will make arrangements with the Company for such special service.
- 3.9 Extensions for subdivisions for real estate development purposes will be made only by special contract.
- 3.10 **RELOCATION OR REMOVAL OF EXISTING FACILITIES -** If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs will include the costs of relocation or removal plus the in-place value (less salvage) of the facilities so removed. Any additional costs due to existing landscaping, pavement or unusual conditions shall also be borne by the Applicant. In the event that overhead facilities are being replaced with underground, any differential cost shall be handled in accordance with the provisions of Part VI, Underground Distribution Facilities.

**PART IV
BILLING AND METERING REGULATIONS**

- 4.1 The Rate Schedules of the Company contemplate the service will be supplied to each separate premise as one Customer. Where a Customer, for any reason, requires the installation of more than one meter by the Company each meter will be billed as a separate Customer. The Customer must provide a self-contained meter socket or enclosure on his premises. The type shall be determined by the Company's approved list and the location shall be determined by the Company. All self-contained meter sockets and self-contained meter enclosures which become deteriorated shall be replaced by the Customer. The electricity used by the same person, firm or corporation at different premises will not be combined and billed as one Customer.

ISSUED BY: Travis Bowden
EFFECTIVE: December 19, 1995

GULF POWER COMPANY

Section No. IV
Second Revised Sheet No. 4.15.1
Canceling First Revised Sheet No. 4.15.1

4.1 (Continued)

Individual electric metering by the Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks for which construction was commenced after January 1, 1981. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual electric meters shall not, however, be required:

1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration on, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
4. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering may be used by the customer of record or the owner of such facility solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a customer of record for electricity billed to the customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer of record for no more than the customer's actual cost of electricity.

- 4.2 No individual or person is authorized to receive service through the meter installed for a Customer on a neighboring premise, and the connection of one premise with another for the purpose of obtaining service through one meter is an unauthorized practice and shall be deemed as receiving service without full compensation to the Company therefore. The Company

GULF POWER COMPANY

Section No. IV
Fourth Revised Sheet No. 4.16
Canceling Third Revised Sheet No. 4.16

4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

4.3 Deleted.

4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.

4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule. The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.

4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.

4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

ISSUED BY: Charles S. Boyett
EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IV
Second Revised Sheet No. 4.17
Canceling First Revised Sheet No. 4.17

4.7 (continued)

the actual power factor is found to be less than 90% the Company may adjust the capacity or demand portions of its applicable rate schedules as provided in such schedules.

4.8 The charges set forth in the rate schedules of the Company are based upon billing periods of approximately one month. In the case of first billing of new accounts, final billing of all accounts where the period covered by the billing involves a fraction of a month, and regular bills where the period covered by the billing is less than 25 days, the applicable charges specified in the rate schedule will be calculated in the proportion that the actual number of service days, including day of final readings, bears to a 30-day month.

4.9 The Customer shall give notice to the Company at least three days before vacating the premises or prior to the time he wishes the service discontinued, in order that the final meter reading can be taken and any property of the Company removed. The Customer shall be liable for any electricity that may be used through the meter, as well as for the meter and the Company's other property until the expiration of three days after such notice to discontinue has been given.

4.10 The Company reserves the right at any time to install check meters at its own expense and to render bills to customers in accordance with the registration of such check meters.

4.11 REFUSAL OR DISCONTINUANCE OF SERVICE - Until adequate facilities, can be provided, the Company may refuse to serve an Applicant if, in the best judgement of the Company, it does not have adequate facilities to render the service applied for.

ISSUED BY: D. L. Mccrary
EFFECTIVE: May 6, 1993

GULF POWER COMPANY

Section IV
Original Sheet No. 4.17.1

(Continued)

- (1) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.
- (2) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available.
- (3) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

If the Company refuses service for any reason specified in this subsection, the Company shall notify the Applicant for service as soon as practicable, pursuant to subsection (7), of the reason for refusal of service. If the Company will discontinue service, the Company shall notify the Customer at least five (5) working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Company's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The five-day notice provision does not apply to paragraphs (h), (i), or (j). In all instances involving refusal or discontinuance of service, the Company shall advise in its notice that persons dissatisfied with the Company's decision to

ISSUED BY: D. L. McCrary
EFFECTIVE: May 6, 1993

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.17.2

(Continued)

refuse or discontinue service may register their complaint with the Company's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552, which is a toll free number. As applicable, the Company may refuse or discontinue service under the following conditions:

- For noncompliance with and/or violation of any state or municipal law or regulation governing electric service.
- For failure or refusal of the Customer to correct any deficiencies or defects in the Customer's wiring and/or equipment which are reported to the Customer by the Company.
- For the use of energy for any other property or purpose than that described in the application.
 - For failure or refusal to provide adequate space for the meter and service equipment of the Company.
 - For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's credit regulation found in paragraph 2.1 of the Company's tariff, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (f) For neglect or refusal to provide safe and reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (g) For nonpayment of bills or noncompliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the Customer comply including at

ISSUED BY: D. L. Mccrary
EFFECTIVE: May 6, 1993

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.17.3

(Continued)

least five working days' written notice to the Customer such notice being separate and apart from any bill for service, provided that those customers who so desire may designate a third party in the Company's service area to receive a copy of such delinquent notice. For purposes of this subsection, "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the Company.

(h) Without notice in the event of a condition known to the Company to be hazardous.

(i) Without notice in the event of tampering with meters or other facilities furnished and owned by the Company.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make at the Customer's own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.

(6) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.

(7) In case of refusal to establish service, or whenever service is intentionally discontinued by the Company for other than routine maintenance, the Company shall notify the Applicant or Customer in

ISSUED BY: D. L. Mc Crary
EFFECTIVE: May 6, 1993

GULF POWER COMPANY

Section No. IV
Second Revised Sheet No. 4.17.4
Canceling First Revised Sheet No. 4.17.4

(Continued)

writing of the reason for such refusal or discontinuance.

(8) The following shall not constitute sufficient cause for refusal or discontinuance of service to an Applicant or Customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

(b) Failure to pay for a service rendered by the Company which is nonregulated.

(c) Failure to pay for a different class of service.

(d) Failure to pay the bill of another Customer as guarantor thereof.

(e) Failure to pay a dishonored check service charge imposed by the Company.

(9) The Company shall not discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day. Provided, however, this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the Customer; or

ISSUED BY: Charles S. Boyett
EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IV

~~Seventh-Eighth~~ Revised Sheet No. 4.18

Canceling ~~Seventh Sixth~~ Revised Sheet No. 4.18

(b) A hazardous condition exists; or
(c) Meters or other Company owned facilities have been tampered with; or
(d) Service is being obtained fraudulently or is being used for unlawful purposes.
Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July 4,
Labor Day, Thanksgiving Day, and Christmas Day.

(e) Bills are due when rendered and become delinquent if not paid within twenty (20) days from the mailing or delivery date. Thereafter, following five (5) working days' written notice, service may be discontinued and the deposit applied toward settlement of the bill. For purposes of this subsection, "working day" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

- 4.12 INVESTIGATION OF UNAUTHORIZED USE TAMPERING WITH METERS -- Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment, or indications or evidence thereof, ~~which would cause the meter to fail to register or to register inaccurately, shall subject the Customer to~~ subjects the Customer to immediate discontinuance of service, prosecution under the laws of ~~the State of Florida; to an adjustment for correction of prior bills for services rendered; a~~ tampering penalty of \$500.00 for residential and non-demand commercial customers and \$2,500.00 for all other customers, and to liability for reimbursement to the Company of for all extra expenses incurred as a result thereof; ~~and to immediate discontinuance of service, subject to the appeal rights of Commission Rule 25-6.105.~~ The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, ~~(which may be assessed in lieu of proof of actual extra expenses when the Customer's obligation is acknowledged or is determined by a court of competent jurisdiction),~~ and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.
- 4.13 RESTORATION OF SERVICE (AFTER VIOLATION OF RULES) - The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 TESTING OF METERS AND RESULTING ADJUSTMENTS - The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section No. IV

~~Fifth-Sixth~~ Revised Sheet No. 4.19

Canceling ~~Fifth-Fourth~~ Revised Sheet No. 4.19

(continued)

If the test shows the meter to be accurate within:

(a) Two percent (2%) fast or slow for watthour meters;

(b) Four percent (4%) fast or slow for demand meters;

the deposit may be retained by the Company as a service charge for conducting the test; if the test shows otherwise, the deposit shall be refunded and adjustments in billing, determined in accordance with Commission Rule 25-6.103, shall be made as follows:

4.14.1 Fast Meter - The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such time but not beyond such date based upon available records. No part of any minimum charge shall be refunded.

4.14.2 Slow, Non-Registering, or Partially Registering Meter - The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.

4.14.3 Creeping Meter - If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.

4.14.4 Improper Metering Due to Electrical Contractor Error - If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.

4.15 RETURNED ITEM-PAYMENT CHARGE - As allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

~~A service charge in accordance with Florida Statute~~

~~68.065 shall be added to the Customer's electric service bill for each check or draft dishonored by the bank—~~

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.19.1

~~upon which it is drawn. Service shall not be refused or discontinued for failure to pay the returned item charge.~~

4.16 LATE PAYMENT CHARGE - Charges for services due rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local government entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local government entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

ISSUED BY: Tiffany Cohen
EFFECTIVE:

GULF POWER COMPANY

Section No. IV

~~Ninth-Tenth~~ Revised Sheet No. 4.20

Canceling ~~Ninth~~~~Eighth~~ Revised Sheet No. 4.20

PART V
CONTRACT AND ENFORCEMENT REGULATIONS

- 5.1 CUTOFF REGULATIONS - Bills for service are payable monthly, unless otherwise stated in rate schedules, and are considered delinquent after the expiration of twenty (20) days from the date of mailing or delivery by the utility. If not paid at the Company's office or other designated place by the delinquent date, the Company at any time thereafter may suspend service after giving five (5) day's written notice to the customer of such delinquency and of the Company's intention to discontinue service. Such written notice will be separate and apart from any bill for service. If the amount due remains unpaid after suspension of service, the Company may treat the contract as canceled and at an end.
- 5.2 EXTENSION OF TIME FOR PAYMENT OF BILL - The Company may, however, extend the time for paying any one or more bills, or any part thereof, and its action in so doing shall be without prejudice to its rights thereafter to suspend service as provided in these rules; and by so doing, the Company shall not be held or considered as waiving its rights or its option thereafter to suspend service and/or treat the contract as canceled and at an end.
- 5.3 RESTORATION-RECONNECTION CHARGE - ~~When the service of a Customer has been discontinued after violation of rules, all amounts due for service up to the date of discontinuance thereof shall become due and must be paid before service will be reconnected and the Company shall require the Customer to pay a restoration charge before reconnecting.~~ The restoration charge shall be determined as follows:
(1) ~~— \$60.00 if the service is restored at the meter during normal business hours.~~
(2) ~~— \$80.00 if the service is restored at the meter after hours.~~
\$100.00 if the service is restored because of an inaccessible meter. A \$29.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.
- 5.4 PREMISE-FIELD VISIT CHARGE - Whenever payment for service is delinquent and a field visit ~~service representative is made required to a call at the Customer's customer's premise, and service is not suspended, a \$31.00 \$30.00 fee shall be charged will be added to a customer's bill for electric service. If service is disconnected, or a current receipt of payment is shown at the time of the field visit, this charge will not be applied.~~
- 5.5 FAULTY WIRING ON CUSTOMER'S PREMISES - The Company reserves the right to disconnect from its lines, or to refuse to connect to its lines, any Customer or applicant whose wiring is not in accordance with standard good practice; however, the Company does not assume any responsibility for installation or maintenance inspection of Customer's wiring or installation.
- 5.6 MEDICALLY ESSENTIAL SERVICE - For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The Physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, ~~and shall be in the form of Form no. 35, and shall be consistent with the requirements of the Company's tariff.~~ A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen
EFFECTIVE: ~~March 20, 2019~~

GULF POWER COMPANY

Section No. IV
Eleventh Revised Sheet No. 4.21
Canceling Tenth Revised Sheet No. 4.21

(Continued)

Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25- 6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

ISSUED BY: Charles S. Boyett
EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IV
~~Eighth-Ninth~~ Revised Sheet No. 4.22
Canceling ~~Eighth-Seventh~~ Revised Sheet No. 4.22

SECTION PART VI
UNDERGROUND DISTRIBUTION FACILITIES

6.1 The following words and terms, when used in these Rules, shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit, commercial project or individual enterprise and applying for the construction of underground electric distribution facilities.

BACKBONE - The distribution system, excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

BUILDING - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units, excluding a townhouse unit.

CABLE IN CONDUIT SYSTEM - Underground residential distribution systems where all underground primary, secondary, service, and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - Gulf Power Company

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

DWELLING UNIT - A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

FEEDER MAIN - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land.

MOBILE HOME (TRAILER) - A vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.

MULTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to contain five or more individual dwelling units.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers. It usually consists of a single-phase conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

SERVICE LATERAL - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

SERVICE ENTRANCE CONDUCTORS - The Customer's conductors from point of connection at the service drop or service lateral to the service equipment.

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

ISSUED BY: Tiffany Cohen

EFFECTIVE: ~~August 6, 2020~~

GULF POWER COMPANY

Section No. IV
Fifth Revised Sheet No. 4.23
Canceling Fourth Revised Sheet No. 4.23

TRENCH MILE - The length of trench in miles required for underground primary cables.

TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

6.2 GENERAL

6.2.1 Application

Underground electric distribution facilities may be offered in lieu of overhead facilities in accordance with these Rules and Regulations.

- (a) New Residential Subdivisions (SECTION 6.3)
- (b) New Service Laterals from Overhead Systems (SECTION 6.4)
- (c) Replacement of Existing Overhead and Underground Service Laterals (SECTION 6.5)
- (d) New Multiple-Occupancy Buildings (SECTION 6.6)
- (e) Installation of Underground Electric Distribution Facilities for New Construction (SECTION 6.7)
- (f) Installation of Underground Electric Distribution Facilities for Conversion of Overhead Electric Distribution Facilities (SECTION 6.8)
- (g) Installation of Underground Electric Distribution Facilities to Small Commercial/Industrial Customers (SECTION 6.9)

6.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.2.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or finalgrade.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Eighth Revised Sheet No. 4.24
Canceling Seventh Revised Sheet No.4.24

6.2.4 Underground Installations Not Covered

Where the Applicant requests or government ordinance mandates underground electric facilities including, but not limited to, three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals, or other electrical facilities not specifically covered by these Rules and Regulations, or in areas where the terrain, loads, and/or equipment are not typical, and where overhead facilities would otherwise normally be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide the necessary rights of way and easements as given in Section 6.2.7.

6.2.5 Type of System Provided

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduit and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any. All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

6.2.6 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

6.2.7 Rights of Way and Easements

The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has legal right to occupy. The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions or such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction.

Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners, survey control points, and at transformer locations, graded to within six (6) inches of final grade, with soil stabilized, at no cost to the Company. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.2.8 Contributions and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to completion of a written agreement and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that

- a) The work is in accordance with Company specifications.
- b) The credits shall not exceed the total differential costs.
- c) The Applicant agrees to pay the Company costs associated with estimating the work to be performed by the Applicant, representing the cost of time to review and inspect the Applicant's work.
- d) The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.
- e) The Company will assume ownership and maintain the completed distribution facilities, once they are determined to meet Company specifications and/or installation of cable in Applicant-installed conduit.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV

~~Seventeenth-Eighteenth~~ Revised Sheet No. 4.25

Canceling ~~Seventeenth Sixteenth~~ Revised Sheet No. 4.25

- f) The Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.

Before commencing any work on the Company's behalf, the Applicant should submit Agreement for Underground Construction Standards (Section VII Form 9a, under Standard Contract forms) to the Company.

6.2.9 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.2.10 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

6.2.11 Point of Delivery

The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is ~~\$13,299.61~~. Where an existing trench with existing conduit is utilized, the additional cost per trench foot is ~~\$6,245.65~~. Where the Applicant provides the trenching and installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is ~~\$6,245.65~~. Any ~~re-designation~~point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

6.2.12 Location of Meter Socket & Service Entrance Facilities

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

6.2.13 Relocation or Removal of Existing Facilities

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

6.2.14 Development of Subdivisions

The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the Company, service will not be required for at least two years, the Company may require a deposit from the Applicant before

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Twenty-First Revised Sheet No. 4.26
Canceling Twentieth Revised Sheet No.4.26

construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

6.2.15 Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2" conduit, limited to a maximum size of 4/0 triplex. All parallel services, or any single services requiring service conductor larger than 4/0 triplex, require additional charges determined by specific cost estimate.

6.2.16 Damage to Company's Equipment

The Applicant shall be responsible to ensure that the Company's distribution facilities once installed, are not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors. Should damage occur, the Applicant shall be responsible for the full cost of repairs.

6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR NEW RESIDENTIAL SUBDIVISIONS

6.3.1 Availability

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities to provide single phase service to new residential subdivisions of five (5) or more building lots.

6.3.2 Contribution by Applicant

- a) The Applicant shall pay the Company the average differential cost for single phase residential underground distribution service based on the number of service laterals required or the number of dwelling units, as follows:

	<u>Applicant's Contribution</u>
1. Where density is 6.0 or more dwelling units per acre: Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral.	\$0.00
2. Where density is 0.5 or greater, but less than 6.0 dwelling units per acre: Buildings that do not exceed four units, townhouses, and mobile homes – per service lateral	\$0.00

Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 6.2.5.

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply.

- b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.2.5.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
~~Ninth-Tenth~~ Revised Sheet No. 4.26.1 Canceling
~~Ninth-Eighth~~ Revised Sheet No. 4.26.1

- c) Where primary laterals are needed to cross open areas such as golf courses, parks, other recreation areas and water retention areas, the Applicant shall pay the average differential costs for these facilities as follows:

Cost per foot of primary lateral trench within the subdivision	
1) Single Phase - per foot	\$2,153.66
2) Two Phase - per foot	\$3,006.35
3) Three Phase - per foot	\$4,659.46

- d) For requests for service where underground facilities to the lot line are existing and a differential charge was previously paid for these facilities, the cost to install an underground service lateral to the meter is as follows:

Density less than 6.0 dwelling units per acre:	\$666.57 <u>529.95</u>
Density 6.0 or greater dwelling units per acre:	\$647.09 <u>590.28</u>

6.3.3 Contribution Adjustments

- a) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder, and installs Company-provided conduit:

		Credit to Applicant's Contribution
		<u>Backbone</u> <u>Service</u>
1.	Where density is 6.0 or more dwelling units per acre:	
	Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.	\$166.66 <u>103.58</u> \$240.90 <u>149.72</u>
2.	Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:	
	Buildings not exceeding four units, townhouses, and mobile homes, per service lateral	\$303.99 <u>188.93</u> \$337.25 <u>209.61</u>

- b) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant purchases Company-specified conduit excluding feeder. This credit is:

1.	Where density is 6.0 or more dwelling units per acre:	
	Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.	<u>Backbone</u> <u>Service</u> \$29.53 \$15.26
2.	Where density is 0.5 or greater, but less than 6.0 dwelling units per acre - per service lateral.	\$69.39 \$37.89

Credits will be allowed to the Applicant's contribution in Section 6.3.2, where, by mutual agreement, the Applicant in accordance with Company instructions:

- c) provides a portion of trenching and backfilling for the Company's facilities (per foot of trench), plus:
installs a portion of Company-provided PVC conduit (per foot of conduit) for 2" PVC: ~~\$4,822.99~~
for larger than 2" PVC: ~~\$7,203.12~~
- d) purchases a portion of Company-specified PVC conduit (per foot of conduit) for 2" PVC: \$0.45
for larger than 2" PVC: \$1.20

ISSUED BY: Tiffany Cohen
EFFECTIVE: ~~August 6, 2020~~

GULF POWER COMPANY

Section No. IV
~~Ninth-Tenth~~ Revised Sheet No. 4.26.2 Canceling
~~NinthEighth~~ Revised Sheet No.4.26.2

- e) installs a Company-provided primary splice box (per box): ~~\$75.64~~150.26
- f) installs a Company-provided concrete pad for a pad-mounted transformer (per pad): ~~\$306.33~~139.58

6.4 UNDERGROUND SERVICE LATERALS FROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS

6.4.1. New Underground Service Laterals
When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five separate dwelling units.

6.4.2. Contribution by Applicant
The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows, for buildings that do not exceed four units, townhouses, and mobile homes:

	<u>Applicant's Contribution</u>
a) per service lateral (includes service riser installation)	\$717.70 <u>759.03</u>

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply. Underground service or secondary extensions beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates.

6.4.3. Contribution Adjustments
Credit will be allowed to the Applicant's contribution in Section 6.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities or the Applicant installs Company-provided conduit per Company specifications. For buildings that do not exceed four units, townhouses, and mobile homes, this credit is:

	<u>Credit To Applicant's Contribution</u>
Trenching and backfilling, plus	
Installing conduit (2" PVC) - per foot	\$4.82 <u>2.99</u>
Installing conduit (Larger than 2" PVC) - per foot	\$7.20 <u>3.12</u>
Purchasing conduit (2" PVC) - per foot	\$0.45
Purchasing conduit (Larger than 2" PVC) - per foot	\$1.20

6.5 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES

6.5.1. Applicability
When requested by the Applicant, the Company will install underground service laterals from existing systems as replacements for existing overhead and underground services to existing residential buildings containing less than five individual dwelling units.

ISSUED BY: Tiffany Cohen
EFFECTIVE: ~~August 6, 2020~~

GULF POWER COMPANY

Section No. IV
~~Third-Fourth~~ Revised Sheet No. 4.26.3
Canceling ~~Third-Second~~-Revised Sheet No.4.26.3

6.5.2 Rearrangement of Service Entrance
The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

6.5.3 Trenching and Conduit Installation
The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

6.5.4 Contribution by Applicant

a) The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	<u>Applicant's Contribution</u>
1. Where the Company provides an underground service lateral	<u>\$717,70759.03</u>
b) The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:	
1. Where the service is from an overhead system:	<u>\$811,96921.12</u>
2. Where the service is from an underground system:	<u>\$1,021,441,193.05</u>
c) The charge per service lateral replacing an existing Customer-owned underground service lateral from an overhead system for any density shall be:	<u>\$301,06549.42</u>
d) The charge per service lateral replacing an existing Customer-owned underground service lateral from an underground system for any density shall be:	<u>\$136,69320.35</u>

The above charges include conversion of the service lateral from the last Company pole to the meter location. Removal of any other facilities such as poles, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

6.6 UNDERGROUND DISTRIBUTION TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS

6.6.1 Availability
After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities within that tract of land upon which multiple-occupancy residential buildings containing five (5) or more separate dwelling units will be constructed.

6.6.2 Contribution by Applicant
When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 6.3.2.b) and 6.3.3.c). Service for new multiple-occupancy residential buildings will be constructed underground within the property to be

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Tenth Revised Sheet No. 4.27
Canceling Ninth Revised Sheet No. 4.27

served to the point of delivery at or near the building by the Company at no charge to the Applicant (other than feeder mains), provided the Company is free to construct its service extension or extensions in the most economical manner and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require special arrangements.

6.6.3 Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.
- b) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:
 - 1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
 - 2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.
 - 3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- c) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.
- d) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

6.6.4 Responsibility of the Company

The Company will:

- a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.
- c) Furnish and install the necessary transformers and associated equipment located outside the building.
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

6.6.5 Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

6.6.6 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be a type and manufacture approved by the Company.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Tenth Revised Sheet No. 4.27.1
Canceling Ninth Revised Sheet No. 4.27.1

6.7 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

This section of the tariff applies to either requests for new or upgraded facilities, or requests to convert overhead electric distribution facilities. Nothing herein shall alter the charges or provisions outlined in sections 6.3, 6.4, 6.5, or 6.6 of this tariff.

6.7.1 Definitions

Applicant – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

Conversion – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.7.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 6.3, 6.4, .5, 6.6, and 6.8 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request the Company will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

6.7.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Agreement for Underground Electric Construction by the Utility. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Agreement for Underground Electric Construction by the Utility and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

CIAC =

- + Construction costs for the underground distribution facilities, including the underground service lateral(s) to the meter(s) of the customer(s)
- + The net present value of the operating cost over the expected life of the underground facilities;
- The estimated construction cost to build new overhead facilities including the service drop(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the overhead facilities.

6.7.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Tenth Revised Sheet No. 4.27.1.1
Canceling Ninth Revised Sheet No. 4.27.1.1

(continue from 4.27.1)

If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

Urban Commercial	\$5,227 per overhead primary mile
Urban Residential	\$8,510 per overhead primary mile
Rural Residential	\$6,905 per overhead primary mile
210 Lot Subdivision	\$6,550 per overhead primary mile
176 Lot Subdivision	\$11,452 per overhead primary mile

6.7.5 Non-Binding Cost Estimates

An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Standard Contract Forms.

6.7.6 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities shall execute the Application for Underground Cost Estimate in Standard Contract Forms. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause the Company may extend the 180-day time limit. Upon execution of the Application for Underground Cost Estimate in Standard Contract Forms, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner.

6.7.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

6.7.8 Early Notification and Coordination

In order for the Company to provide service when requested, it is necessary that the Applicant notify the Company during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by the Company as a result of said failure.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Tenth Revised Sheet No. 4.27.2
Canceling Ninth Revised Sheet No. 4.27.2

(continue from 4.27.1.1)

6.7.9 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by the Company due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to the Company for the preparation of the binding cost estimate.

6.7.10 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.7.11 Other Terms and Conditions

The Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities;
- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.7.12 Type of System Provided

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.7.13 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

6.7.14 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be of a type and manufacture approved by the Company.

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Twelfth Revised Sheet No. 4.28
Canceling Eleventh Revised Sheet No. 4.28

6.8 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES

6.8.1 Definitions

Applicant – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

Conversion – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.8.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, the Company will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. In addition, in order for the Company to take action pursuant to a request for conversion:

- (1) the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
- (2) all electric services on both sides of the existing overhead primary lines must be part of the conversion;
- and
- (3) all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

6.8.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Application for Underground Service in an Overhead Area. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Application for Underground Service in an Overhead Area. and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The CIAC to be paid by an Applicant under this section of the tariff shall be the result of the following formula:

CIAC =

- + The estimated cost to install the requested underground facilities;
- + The estimated cost to remove the existing overhead facilities;
- + The net book value of the existing overhead facilities;
- The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities
- The estimated salvage value of the existing overhead facilities to be removed
- + The 30-year net present value of the estimated underground versus overhead operational costs differential

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Twelfth Revised Sheet No. 4.28.1
Canceling Eleventh Revised Sheet No. 4.28.1

(continue from 4.28)

6.8.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

Urban Commercial	\$5,227 per overhead primary mile
Urban Residential	\$8,510 per overhead primary mile
Rural Residential	\$6,905 per overhead primary mile
210 Lot Subdivision	\$6,550 per overhead primary mile
176 Lot Subdivision	\$11,452 per overhead primary mile

6.8.5 Non-Binding Cost Estimates

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

6.8.6 Underground Facilities Conversion Agreement

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards set forth in Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by the Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

6.8.7 Simultaneous Conversion of Other Pole Licensees

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.8.8 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV

~~Twelfth-Thirteenth~~ Revised Sheet No. 4.28.1.1

Canceling ~~Twelfth-Eleventh~~ Revised Sheet No.4.28.1.1

(continue form 4.28.1)

above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

6.8.9 Affected Customer Services

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to the Company:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and Company specifications; and
- b) a suitable trench, install Company provided conduit according to Company specifications to a point designated by the Company, and perform the backfilling and any landscape, pavement or other similar repairs

The Company shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with the Company's conversion construction schedule, then the Applicant shall pay the Company, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of ~~\$717,707~~59,03 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of Company provided conduit, according to Company specifications, necessary to bring existing underground service laterals of affected customers to a Company designated pedestal or transformer. The Company will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with section 6.5 of the Company's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Application for Underground Service in an Overhead Area.

6.8.10 Other Terms and Conditions

The Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the remove of the Company's overhead distribution facilities;

ISSUED BY: Tiffany Cohen

EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Twelfth Revised Sheet No.4.28.1.2
Canceling Eleventh Revised Sheet No.4.28.1.2

(continue from 4.28.1.1)

- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.8.1 Type of System Provided

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.8.2 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system.

6.8.3 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the company's Application for Underground Service in an Overhead Area (form 10, under Standard Contract forms) shall be executed as an addendum to the relocation agreement between the Company and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.28.2

6.9 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS

6.9.1 Application

This tariff section applies to all requests for Underground Service Facilities made by small commercial/industrial Applicants for new service as is specified below:

- a) Must be a new commercial/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and
- b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

6.9.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.9.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

6.9.4 Type of System Provided

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two- phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

6.9.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
Original Sheet No. 4.28.3

6.9.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.9.7 Contribution and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Agreement for ~~Underground Construction Standards~~ (Form 9a, under Standard Contract forms) and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

6.9.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a commercial/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.9.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

6.9.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

6.9.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
First Revised Sheet No. 4.28.4
Canceling Original Sheet No. 4.28.4

6.9.12 Contribution by Applicant

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

- a) Primary lateral, riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet in radials and 300 feet in loops.

Applicant's Contribution

	<u>From Overhead Termination Point</u>	<u>From Existing Underground Termination Point</u>
1) Single phase radial	<u>\$3,479,041,990.53</u>	<u>\$1,137,002,917.78</u>
2) Two phase radial	<u>\$5,300,883,753.40</u>	<u>\$624,842,062.21</u>
3) Three phase radial (150 KVA)	<u>\$7,003,084,242.70</u>	<u>\$2,616,198,691.61</u>
4) Three phase radial (300 KVA)	<u>\$12,246,925,038.41</u>	<u>\$7,254,201,665.33</u>
5) Single phase loop	<u>\$2,445,481,264.41</u>	<u>\$407,740</u>
6) Two phase loop	<u>\$6,250,973,771.04</u>	<u>\$859,452,626.26</u>
7) Three phase loop (150 KVA)	<u>\$7,331,655,136.21</u>	<u>\$2,944,761,763.10</u>
8) Three phase loop (300 KVA)	<u>\$11,127,564,689.51</u>	<u>\$6,134,858,086.63</u>

- b) Secondary riser and lateral, excluding pedestal or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

1) Small single phase	<u>\$164,365,345.50</u>
2) Large single phase	<u>\$585,471,158.67</u>
3) Small three phase	<u>\$371,587,283.35</u>
4) Large three phase	<u>\$742,839,290.08</u>

- c) Company service cable installed in customer provided and customer installed 2" PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240V, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the Company's pole.

	<u>120v 60 amp 2 wire service</u>	<u>120/240v 125 amp 3 wire service</u>
1) Installed on a wood pole - accessible locations	<u>\$1,180,445,789.93</u>	<u>\$2,437,507,943.31</u>
2) Installed on a wood pole - inaccessible locations	<u>\$1,593,477,752.82</u>	<u>\$2,325,581,055.06</u>
3) Installed on a concrete pole - accessible locations	<u>\$1,265,246,982.22</u>	<u>\$2,538,628,666.16</u>

- d) Pedestal and Padmounted Secondary Junction Box, excluding connections.

1) Pedestal	
a. Small - per pedestal	<u>\$595,793,426.68</u>
b. Intermediate - per pedestal	<u>\$679,133,776.60</u>
c. Large - per pedestal	<u>\$1,608,781,503.61</u>
2) Pad Mounted Secondary Junction Box – per box	<u>\$2,911,473,168.69</u>

- 3) Pad Mounted Secondary Junction Cabinet, used when electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor) \$6,860,843,009.58

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section No. IV
First Revised Sheet No. 4.28.5
Canceling Original Sheet No. 4.28.5

Additional secondary conductors and service tap costs beyond first set will be determined on a case-by-case basis.

- a) Primary splice box including splices and cable pulling set-up.
 - 1) Single Phase - per box \$2,687,551,324.12
 - 2) Two Phase - per box \$5,911,533,880.70
 - 3) Three Phase - per box \$6,942,493,912.92

- b) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 6.9.12 a).
 - 1) Single Phase - per foot \$2,153.66
 - 2) Two Phase - per foot \$3,006.35
 - 3) Three Phase - per foot \$4,659.46

- c) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the Company designated point of delivery to a remote point of delivery.
 - 1) Single Phase - per foot \$8,249.33
 - 2) Two Phase - per foot \$11,5713.58
 - 3) Three Phase - per foot \$15,4518.44

- d) The above costs are based upon arrangements that will permit serving the local underground distribution system within the commercial/industrial development from overhead feeder mains. If feeder mains within the commercial/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the commercial/industrial development and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.6.2.

- e) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a pad mounted transformer, pedestal (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

6.9.13 Contribution Adjustments

Credits will be allowed to the Applicant's contribution listed in Section 6.9.12, where, by mutual agreement, the Applicant in accordance with Company instructions:

	<u>Credit to the Applicant's Contribution</u>
f) 1) Provides trenching and backfilling, and installs company-provided 2" conduit, credit per foot of primary trench:	<u>\$4,822.99</u>
2) Provides trenching and backfilling, and installs company-provided conduit larger than 2", credit per foot of primary trench:	<u>\$7,203.12</u>
b) 1) Purchases Company-specified conduit, credit per foot of 2" conduit:	\$0.45
2) Purchases Company-specified conduit, credit per foot of larger than 2" conduit:	\$1.20
c) 1) Installs a Company-provided primary splice box, credit per splice box:	<u>\$278,22150.26</u>
2) Installs a Company-provided pedestal, credit per pedestal:	<u>\$75,64116.02</u>
d) 1) Installs a Company-provided concrete pad for a pad-mounted transformer, credit per pad:	<u>\$306,33139.58</u>

ISSUED BY: Tiffany Cohen
EFFECTIVE: August 6, 2020

GULF POWER COMPANY

Section IV
Original Sheet No. 4.29

PART VII
GENERAL STANDARDS
FOR
SAFETY AND INTERCONNECTION OF
COGENERATION AND SMALL POWER PRODUCTION FACILITIES
TO THE ELECTRIC UTILITY SYSTEM

7.1 GENERAL

7.1.1 PURPOSE The purpose of these standards is to provide a fair and equitable method for Customers who have generators to interconnect with the Company and to promote the development and use of renewable resources in an economical manner. All interconnections are to comply with the statutes, ordinances, codes, rules and regulations of all Governmental units, bodies and agencies.

These guidelines include the minimum engineering, operating, and protective requirements for safe and reliable operation of both the Company's system and the Customer's system. These standards provide a uniform policy to be used, but the Company will review each interconnection separately for specific needs according to the particular set of conditions and situations involved in each case.

7.1.2 RESPONSIBILITY It will be the responsibility of the Customer requesting the interconnection to design and install an adequate protection and control system to meet:

- (a) The requirements of this policy;
- (b) All applicable electrical and safety standards and codes; and
- (c) The criteria of all licensing authorities.

ISSUED BY: E.L.Addison,President
EFFECTIVE: January 29,1982

GULF POWER COMPANY

Section IV
Original Sheet No. 4.30

7.1.3 REQUIREMENTS These standards include such items as:

- Personal safety
- Responsibility and Liability
- Protection and operation
- Quality of service
- Metering
- Cost Responsibility

If an installation fails to meet any requirement herein, the Company may refuse to connect or reconnect the installation. The Company reserves the right to alter the requirements herein by special agreement to ensure safe and acceptable operation of its distribution- system and service to other customers.

A Customer shall not operate electric generating equipment in parallel with the Company's electric system without the prior written consent of the Company.

7.1.4 APPLICATION FOR INTERCONNECTION Formal application for

interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

- (a) Physical layout awings, including dimensions;
- (b) All associated equipment specifications and characteristics including, but not limited to, technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;

GULF POWER COMPANY

Section IV
Original Sheet No. 4.31

- (c) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the proposed system and to be able to make a coordinated system;
- (d) Power requirements in watts and vars;
- (e) Expected radio-noise, harmonic generation and telephone interference factor;
- (f) Synchronizing methods; and
- (g) Operating/instruction manuals.

Any subsequent change in system also be submitted for review and written approval prior to actual modification.

The above mentioned review, recommendations and approval by the Company do not relieve the Customer from the complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

7.1 PERSONNEL SAFETY

GENERAL The foremost concern is safety. It must be recognized that the Company's electrical system and the electrical system of the Customer will interact through interconnection of the Customer's generation system. Adequate protection and safe operational procedures must be followed by the joint system. The Customer shall be required

GULF POWER COMPANY

Section IV
Original Sheet No. 4.32

to furnish, install, operate and maintain in good order and repair, and be solely responsible for, without cost to the Company, all facilities required for the safe operation of the generation system in parallel with the Company's system.

The Customer shall permit the Company's employees to enter upon his property at any reasonable time for the purpose of inspecting and/or testing the Customer's equipment, facilities or apparatus. Such inspections shall not relieve the Customer from his obligation to maintain his equipment in safe and satisfactory operating condition. The Company's approval of isolating devices used by the Customer will be required in order to ensure that these will comply with the Company's switching and tagging procedure for safe working clearances.

- 7.1.2 DISCONNECT SWITCH A manual disconnecting switch, of the visible load break type, to provide a separation point between the Customer's generation system and the Company's system and be required. The Company will specify the location of the disconnect switch. The switch shall be mounted separate from the meter socket and shall be readily accessible to the Company and be capable of being locked in the open position with a Company padlock. The Company reserves the right to open the switch (i.e. isolating the Customer's generation system) without prior notice to the Customer.

ISSUED BY: E. L. Addison, President
EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section IV
Original Sheet No. 4.33

Any of the following conditions shall be cause for disconnection:

- (a) Company system emergencies and/or maintenance requirements determined by the Company;
- (b) Hazardous conditions existing on the Customer's generating or protective equipment as determined by the Company;
- (c) Adverse effects of Customer's generation to the Company's other electric consumers and/or system as determined by the Company;
- (d) Failure of Customer to maintain any required insurance, or;
- (e) Failure of Customer to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Customer's electric generating equipment or the operation of such equipment.

7.1.3 RESPONSIBILITY AND LIABILITY The Company shall be responsible for Company owned facilities. The Customer shall likewise be responsible for the Customer's entire system, ensuring adequate safeguards for other Customers, Company personnel and equipment and for the protection of his own generation system. The Customer shall indemnify and save the Company harmless from any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by, arising out of, or resulting from:

GULF POWER COMPANY

Section IV
Original Sheet No. 4.34

- (a) Any act or omission by the Customer, or Customer contractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect in, failure of, or fault related to the Customer's generation system;
- (c) Customer's negligence or negligence of Customer's contractors, agents, servants and employees; or
- (d) Any other event or act that is the result of, or proximately caused by the Customer or the Customer's facilities.

7.1.4 INSURANCE It is understood and agreed that the Customer will deliver to the Company, at least fifteen days prior to the start of any interconnection work a certified copy or duplicate original of a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Customer and the Company, its officers, employees, and representatives against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain the Customer's equipment in satisfactory and safe operating condition.

ISSUED BY: E.L. Addison, President
EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section IV
First Revised Sheet No. 4.35
Canceling Original Sheet No. 4.35

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$300,000 for each occurrence. More insurance may be required as deemed necessary by the Company. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty days prior to the effective date of cancellation or material change in the policy.

The Customer agrees to pay all premiums and other charges due on said policy and keep said policy in force during the entire life of this contract.

7.2 PROTECTION AND OPERATION

7.2.1 GENERAL. The protection and operation of the interconnection between the Customer' generation system and the Company's distribution and transmission system depends on the size, type and location of the facility within the Company's electric system. It will be the responsibility of the Customer to provide all devices necessary to protect the Customer's equipment from damage by the abnormal conditions and operations which occur on the Company's system that result in interruptions and restorations of service by the Company's equipment and personnel.

The Customer shall protect its generator and associated equipment from:

- (a) Overvoltage;
- (b) Undervoltage;
- (c) Overload;

GULF POWER COMPANY

Section IV
First Revised Sheet No. 4.36
Canceling Original Sheet No. 4.36

- (d) Short circuits (including ground fault condition);
- (e) Open circuits;
- (f) Phase unbalance and reversal;
- (g) Over or under frequency condition;
- (h) Other injurious electrical conditions that may arise on the Company's system;
and
- (i) Any reclose attempt by the Company.

The Company reserves the right to perform such tests as it deems necessary to ensure safe and efficient protection and operation of the Customer's facilities.

LOSS OF SOURCE The Customer shall provide, or the Company will provide at the Customer's expense, approved protective equipment necessary to immediately, completely, and autocratically disconnect the Customer-owned generation from the Company's system in the event of a fault on the Company's system, a fault on the Customer's system, or loss of source on the Company's system. Disconnection must be completed within the time specified by the Company in its standard operating procedure for its electric system for loss of source on the Company's system. This automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after service is restore by the Company. The type and size of the device shall be approved by the Company depending upon the installation. Adequate test data or technical proof that the device meets the above criteria must be supplied by the Customer to the Company.

GULF POWER COMPANY

Section IV
First Revised Sheet No. 4.37
Canceling Original Sheet No. 4.37

The Company will endeavor to approve a device that will perform above the functions at minimal capital and operating costs to the Customer.

7.2.2 COORDINATION AND SYNCHRONIZATION The Customer shall be responsible for coordination and synchronization of the Customer's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the Company's system. Details of frequency and voltage synchronization can be found in the Quality of Service section of these rules.

7.2.3 ELECTRICAL CHARACTERISTICS Single phase generator interconnections with the Company are permitted at power levels up to 20 KW. For power levels exceeding 20 KW, a three phase balanced interconnection will normally be required. For the purpose of calculating connected generation, 1 horsepower equals 1 kilowatt. The Customer shall interconnect with the Company at the voltage of the available distribution or transmission line of the Company for the locality of the interconnection, and shall utilize one of the standard connections (single phase, three phase, wye, delta).

The Company reserves the right to require a separate transformation and/or service for a Customer's generation system, at the Customer's expense. The Customer shall bond all neutrals of the Customer's system

GULF POWER COMPANY

Section IV
First Revised Sheet No. 4 .38
Canceling Original Sheet No. 4 .38

to the Company's neutral, and shall install a separate driven ground with a resistance value which should be determined by the Company and bond this ground to the Customer's system neutral.

7.2.4 EXCEPTIONS Customer generators having capacity ratings that can:

1. Produce power in excess of 1/2 of the minimum customer requirements of the interconnected distribution or transmission circuit;
 2. Produce power flows approaching or exceeding the thermal capacity of the connected Company distribution and transmission lines or transformers;
 3. Adversely affect the operation of the Company or other customer's voltage, frequency or overcurrent control and protection devices;
 4. Adversely affect the quality of service to other customers;
 5. Interconnect at voltage greater distribution voltages;
- will require more complex interconnection facilities as deemed necessary by the Company.

7.3 QUALITY OF SERVICE

- 7.3.1 GENERAL It is the policy of the Company to allow only those interconnections which can be achieved without reducing the quality of service to other customers and to disconnect such interconnections should unforeseen difficulties arise which impair quality of service.

GULF POWER COMPANY

Section IV
Original Sheet No. 4.39

The Customer' s generation system must be of sound engineering design, of quality workmanship, shall have safe and reliable operating characteristics, shall meet all applicable codes, and shall be approved by all Governmental authorities having jurisdiction. The system shall be designed or approved by a licensed and registered electrical engineer of the State of Florida. The Company reserves the right to perform such tests as it deems necessary to ensure the quality of service. The quality of the Customer's generated electricity shall meet the following minimum guidelines:

- 7.3.2 FREQUENCY The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second) plus or minus, an instantaneous variation of less than 1%.
- 7.3.3 VOLTAGE The regulator control shall be capable of maintaining the generator output voltage within limits for loads from no-loads up to rated output. The limits for voltage shall be the nominal operating voltage level, plus or minus 5%.
- 7.3.4 HARMONICS The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean square) of harmonics than the Company's normal harmonic content at the interconnection point.

ISSUED BY: E.L. Addison, President
EFFECTIVE: January 29, 1982

GULF POWER COMPANY

Section IV
Original Sheet No. 4.40

- 7.3.5 POWER FACTOR The Customer's generation system shall be designed, operated and controlled to provide reactive power requirements from 0.85 lagging to 0.85 leading power factor. Induction generators shall have static capacitors that provide at least 85% of the magnetizing current requirements of the induction generator field. (Capacitors shall not be so large as to permit self-excitation of Customer's generator field).
- 7.3.6 DC GENERATORS Direct current generators may be operated in parallel with the Company's system through a synchronous inverter. The inverter must meet all criteria in these rules.

7.4 METERING

The actual metering equipment required, its voltage rating, number of phases, size, current transformers, potential transformers, number of inputs and associated memory is dependent on the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's system, power flowing into the Customer's system will be measured separately from power flowing out of the Customer's system.

The Company will provide, at no additional cost to the Customer, the metering equipment necessary to measure capacity and energy deliveries to the Customer. The Company will provide, at the Customer's expense, the necessary additional metering equipment to measure energy deliveries by the Customer to the Company.

GULF POWER COMPANY

Section No. IV
First Revised Sheet No. 4.41
Canceling Original Sheet No. 4.41

7.5 COST RESPONSIBILITY

The Customer is required to bear all costs associated with protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be required to provide normal service to the Customer if no cogeneration were involved. These costs shall be paid by the Customer to the Company for all material and labor that is required. The Company shall supply the Customer with a written cost estimate of all its required materials and labor prior to any work being one. The Company shall also provide project timing and feasibility information to the Customer. The cost of meters and metering equipment may be paid at the time of interconnection or through the monthly customer charge.

Billing and/or payment for cogenerated electricity shall be in accordance with tariffs or contracts (as applicable) filed with and accepted by the FPSC. All such tariffs and contracts shall comply with the guidelines set forth by the FPSC in accordance with the requirements of the Public Utility Regulatory Policies Act.

ISSUED BY: E. L. Addison, President
EFFECTIV E: Bills Rendered for Meter Rea dings on and after December 15, 1982

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List of Communities Served

~~Section No. V~~
~~Second Revised Sheet No. 5.1~~
~~Canceling First Revised Sheet No. 5.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

~~RESERVED FOR FUTURE USE~~

~~ISSUED BY: Charles S. Boyett~~

SECTION VI
Rate Schedules

GULF POWER COMPANY

Section No. VI

~~Thirty-Fifth~~Thirty-Sixth Revised Sheet No. 6.1

Canceling ~~Thirty-Fourth~~Thirty-Fifth Revised Sheet No. 6.1

<u>Designation</u>	<u>URSC</u>	<u>Classification</u>	<u>Sheet No.</u>
RS	RS	Residential Service	6.3
GS	GS	General Service - Non-Demand	6.5
GSD	GSD	General Service - Demand	6.7
LP	GSLD	Large Power Service	6.10
PX	GSLD1	Large High Load Factor Power Service	6.13
OS, SL, <u>SL1M, SL2M</u>		Outdoor Service	6.16
OL, OL1, OL2, <u>LT1</u>			
STORM		Storm Restoration Recovery	6.25
SPP		Cost Recovery Clause – Storm Protection Plan	6.31
BB		Budget Billing (Optional Rider)	6.32
CR		Cost Recovery Clause - Fossil Fuel and Purchased Power	6.34
PPCC		Purchased Power Capacity Cost Recovery Clause	6.35
ECR		Environmental Cost Recovery Clause	6.36
BA		Billing Adjustments and Payment of Bills	6.37
ECC		Cost Recovery Clause - Energy Conservation	6.38
FLAT-1		Residential/Commercial Fixed Rate	6.39
GSTOU		General Service Time-of-Use Conservation (Optional)	6.42
GSDT	GSDT	General Service - Demand Time-of-Use Conservation (Optional)	6.45
LPT	GSLDT	Large Power Service - Time-of-Use Conservation (Optional)	6.49
PXT	GSLDT1	Large High Load Factor Power Service - Time-of-Use Conservation (Optional)	6.53
SBS		Standby and Supplementary Service	6.57
ISS		Interruptible Standby Service	6.67

ISSUED BY: Tiffany Cohen
EFFECTIVE: **January 1, 2021**

GULF POWER COMPANY

Section No. VI

~~Thirty-Fifth~~Thirty-Sixth Revised Sheet No. 6.2

Canceling ~~Thirty-Fourth~~Thirty-Fifth Revised Sheet No. 6.2

<u>Designation</u>	<u>URSC</u>	<u>Classification</u>	<u>Sheet No.</u>
RSVP	RS1	Residential Service Variable Pricing (Optional)	6.75
SP		Surge Protection <u>(Closed Schedule)</u>	6.79
RTP		Real Time Pricing <u>(Closed Schedule)</u>	6.80
CIS		Commercial/Industrial Service (Optional Rider)	6.84
BERS		Building Energy Rating System (BERS)	6.87
MBFC		Military Base Facilities Charge (Optional Rider)	6.91
LBIR		Large Business Incentive Rider (Optional Rider)	6.92
MBIR		Medium Business Incentive Rider (Optional Rider)	6.94
SBIR		Small Business Incentive Rider (Optional Rider)	6.96
CS		Community Solar (Optional Rider)	6.101
XLBIR		Extra-Large Business Incentive Rider (Optional Rider)	6.103
CL		Curtable Load (Optional Rider)	6.105
<u>OSP</u>		<u>Optional Supplemental Power Service (Optional Rider)</u>	<u>6.110</u>
<u>EFEDR</u>		<u>Existing Facility Economic Development Rider</u>	<u>6.113</u>

ISSUED BY: Tiffany Cohen
EFFECTIVE: ~~January 1, 2021~~

GULF POWER COMPANY

Section No. VI
Thirty-~~Fifth-Sixth~~ Revised Sheet No. 6.3
Canceling ~~Thirty-Fifth Thirty-Fourth~~ Revised Sheet No. 6.3

**RATE SCHEDULE RS
RESIDENTIAL SERVICE**

URSC: RS

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities and to commonly-owned facilities in condominium and cooperative apartment buildings. Garages, pools, pumps, boat dock, etc., on the same premise as the dwelling unit are included if all such service is for personal use. Service provided hereunder shall not be shared with or resold to others.

CHARACTER OF SERVICE:

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: 6482¢ per day

Energy-Demand Charge: 4.8866.241¢

per kWh

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

~~Section No. VI~~
~~Sixth Revised Sheet No. 6.3.1~~
~~Canceling Fifth Revised Sheet No. 6.3.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY:~~ Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Twenty-Second Revised Sheet No. 6.4
Canceling Twenty-First Revised Sheet No. 6.4

PAGE 2 of 2	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule RS, Sheet No. 6.3)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Twenty-Ninth~~Thirtieth Revised Sheet No. 6.5
Canceling ~~Twenty-Ninth~~ ~~Twenty-Eighth~~ Revised Sheet No. 6.5

RATE SCHEDULE GS

GENERAL SERVICE – NON-DEMAND

URSC: GS

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for general lighting and power service covering the entire electrical requirements of any Customer with a demand of less than 25 kW except for service to which another Rate Schedule is applicable. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of three phase service.

MONTHLY RATES:

Base Charge: \$~~25.25~~29.34

Energy-Demand Charge: ~~5.086~~5.910¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-Fifth Revised Sheet No. 6.6
Canceling Twenty-Forth Revised Sheet No. 6.6

PAGE
2 of 2

EFFECTIVE DATE
January 1, 2021

(Continued from Rate Schedule GS, Sheet No. 6.5)

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-~~Eighth-Ninth~~ Revised Sheet No. 6.7
Canceling ~~Twenty-Eighth~~ ~~Twenty-Seventh~~ Revised Sheet No. 6.7

RATE SCHEDULE GSD
GENERAL SERVICE - DEMAND
URSC: GSD

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable for commercial, industrial, or institutional general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Base Charge: ~~\$46.92~~63.27
Demand Charge: ~~\$7.05~~9.51-per kW of billing
Energy Charge: ~~1.800~~2.427¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-~~Six~~-~~Seventh~~ Revised Sheet No. 6.8
Canceling ~~Twenty-Six~~ ~~Twenty-Fifth~~ Revised Sheet No. 6.8

PAGE 2 of 3	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule GSD, Sheet No. 6.7)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of ~~twenty-seven (27)~~thirty-six (36) cents per kW of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-Second Revised Sheet No. 6.9
Canceling Twenty-First Revised Sheet No. 6.9

PAGE 3 of 3	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule GSD, Sheet No. 6.8)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Thirty-~~First~~Second Revised Sheet No. 6.10
Canceling ~~Thirty-First~~Thirtieth Revised Sheet No. 6.10

RATE SCHEDULE LP LARGE POWER SERVICE

URSC: GSLD

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Base Charge:	\$ 262.80 <u>364.90</u>
Demand Charge:	\$ 12.28 <u>17.05</u> -per kW of billing
Energy Charge:	0.926 <u>1.288</u> ¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

ISSUED BY: Tiffany Cohen

~~Section No. VI~~
~~Third Revised Sheet No. 6.10.1~~
~~Canceling Second Revised Sheet No. 6.10.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

GULF POWER COMPANY

Section No. VI

~~Thirtieth-Fortieth~~ Revised Sheet No. 6.11

Canceling ~~Thirtieth-Twenty-Ninth~~ Revised Sheet No. 6.11

PAGE 2 of 3	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule LP, Sheet No. 6.10)

DETERMINATION OF BILLING DEMAND:

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of ~~thirty-six (36)~~fifty (50) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of ~~fifty-five (55)~~seventy-six (76) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

~~Section No. VI~~
~~Third Revised Sheet No. 6.11.1~~
~~Canceling Second Revised Sheet No. 6.11.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI~~
~~Fourth Revised Sheet No. 6.11.2~~
~~Canceling Third Revised Sheet No. 6.11.2~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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GULF POWER COMPANY

Section No. VI
Twenty-Forth Revised Sheet No. 6.12
Canceling Twenty-Third Revised Sheet No. 6.12

PAGE 3 of 3	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule LP, Sheet No. 6.11)

TERM OF CONTRACT:

Service under this Rate Schedule shall be for a period of one or more years and thereafter from year to year until terminated by three (3) or more months' written notice by either party to the other.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

~~Section No. VI
Eighth Revised Sheet No. 6.12.1
Canceling Seventh Revised Sheet No. 6.12.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI~~
~~Eleventh Revised Sheet No. 6.12.2~~
~~Canceling Tenth Revised Sheet No. 6.12.2~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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GULF POWER COMPANY

Section No. VI
Twenty-~~Seventh-Eighth~~ Revised Sheet No. 6.13
Canceling ~~Twenty-Seventh-Twenty-Sixth~~ Revised Sheet No. 6.13

RATE SCHEDULE PX

LARGE HIGH LOAD FACTOR POWER SERVICE

URSC: GSLD1

PAGE	EFFECTIVE DATE
1 of 3	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable for three phase lighting and power service to any Customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Base Charge:	\$800.70 <u>1,473.71</u>
Demand Charge:	\$11.68 <u>21.50</u> -per kW of billing
Energy Charge:	0.4290 <u>0.790</u> ¢ per kWh

MINIMUM MONTHLY BILL:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus ~~\$14.03~~ 25.83 per kW of billing demand.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

~~Section No. VI~~
~~Fourth Revised Sheet No. 6.13.1~~
~~Canceled Third Revised Sheet No. 6.13.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI~~
~~Second Revised Sheet No. 6.13.2~~
~~Canceling First Revised Sheet No. 6.13.2~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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GULF POWER COMPANY

Section No. VI
~~Eleventh-Twelfth~~ Revised Sheet No. 6.14
Canceling ~~Eleventh-Tenth~~ Revised Sheet No. 6.14

PAGE 2 of 3	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule PX, Sheet No. 6.13)

DETERMINATION OF BILLING DEMAND:

The Customer's Billing Demand shall be the maximum measured kW demand integrated over any fifteen (15) minute interval during the current billing month, provided such demand shall not be less than 7500 kW.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of ~~eighteen-thirty-three (4833)~~ cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

Service under this Rate Schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Forty-Ninth Revised Sheet No. 6.15
Canceling Forty-Eighth Revised Sheet No. 6.15

PAGE 3 of 3	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule PX, Sheet No. 6.14)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

~~Section No. VI~~
~~Thirteenth Revised Sheet No. 6.15.1~~
~~Canceled Twelfth Revised Sheet No. 6.15.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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ISSUED BY: Charles S. Boyett

~~Section No. VI
Ninth Revised Sheet No. 6.15.2
Canceling Eighth Revised Sheet No. 6.15.2~~

PAGE	EFFECTIVE DATE March 29, 2019
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ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Twenty-~~Seventh~~-~~Eighth~~ Revised Sheet No. 6.16
Canceling ~~Twenty-Seventh~~ ~~Twenty-Sixth~~ Revised Sheet No. 6.16

PAGE 1 of 10	EFFECTIVE DATE March 29, 2019
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**RATE SCHEDULE OS
OUTDOOR SERVICE
(CLOSED SCHEDULE)**

URSC: SL, OL, OL1, OL2

AVAILABILITY:

Available throughout the entire territory served by the Company.

OS-I/II STREET, ROADWAY, AND GENERAL AREA LIGHTING

APPLICABILITY:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light Metered tariff.

LIMITATION OF SERVICE:

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates.

Stand-by or resale service is not permitted hereunder.

**MONTHLY RATES:
High Pressure Sodium Vapor**

Initial Lamp Rating (Lumen)	Desc.	Lamp Wattage	Line Wattage	Est. kWh **	Fixture Charge	Maint. Charge	Energy Charge ***	Total Charge
5400*	Open Bottom	70	84	29	\$3.46\$3.27	\$1.74\$1.76	\$0.73\$0.78	\$5.60\$5.81
8800*	Open Bottom	100	120	41	\$2.72\$2.82	\$1.55\$1.60	\$1.03\$1.11	\$5.30\$5.53
8800*	Open Bottom w/Shield	100	120	41	\$3.74\$3.84	\$1.84\$1.86	\$1.03\$1.11	\$6.55\$6.81
8800	Acorn	100	120	41	\$13.50\$13.99	\$4.56\$4.70	\$1.03\$1.11	\$19.09\$19.80
8800	Colonial	100	120	41	\$3.64\$3.77	\$1.79\$1.84	\$1.03\$1.11	\$6.46\$6.72
8800	English Coach	100	120	41	\$14.73\$15.26	\$4.89\$5.04	\$1.03\$1.11	\$20.65\$21.41
8800	Destin Single	100	120	41	\$25.36\$26.28	\$7.87\$8.11	\$1.03\$1.11	\$34.26\$35.50
17600	Destin Double	200	240	82	\$50.55\$52.37	\$15.16\$15.62	\$2.06\$2.22	\$67.77\$70.21
5400*	Cobrahead	70	84	29	\$4.44\$4.60	\$2.06\$2.12	\$0.73\$0.78	\$7.23\$7.50
8800*	Cobrahead	100	120	41	\$3.74\$3.84	\$1.84\$1.86	\$1.03\$1.11	\$6.55\$6.81
20000*	Cobrahead	200	233	80	\$5.42\$5.30	\$2.23\$2.30	\$2.04\$2.16	\$9.36\$9.76
25000*	Cobrahead	250	292	100	\$4.98\$5.16	\$2.19\$2.26	\$2.52\$2.70	\$9.69\$10.12
46000*	Cobrahead	400	477	164	\$5.24\$5.43	\$2.26\$2.33	\$4.13\$4.43	\$11.63\$12.19
8800*	Cutoff Cobrahead	100	120	41	\$4.40\$4.25	\$1.92\$1.98	\$1.03\$1.11	\$7.05\$7.34
25000*	Cutoff Cobrahead	250	292	100	\$5.04\$5.22	\$2.24\$2.28	\$2.52\$2.70	\$9.77\$10.20
46000*	Cutoff Cobrahead	400	477	164	\$5.25\$5.44	\$2.26\$2.33	\$4.13\$4.43	\$11.64\$12.20
25000*	Bracket Mount CIS	250	292	100	\$11.53\$11.95	\$4.03\$4.15	\$2.52\$2.70	\$18.08\$18.80
25000*	Tenon Top CIS	250	292	100	\$11.54\$11.96	\$4.03\$4.15	\$2.52\$2.70	\$18.09\$18.81

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Fortieth-Forty-First~~ Revised Sheet No. 6.16.1

Canceling ~~Fortieth Thirty-Ninth~~ Revised Sheet No. 6.16.1

PAGE 2 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.16)

High Pressure Sodium Vapor (continued)

Initial Lamp Rating	Desc.	Lamp Wattage	Line Wattage	Est. kWh**	Fixture Charge	Maint. Charge***	Energy Charge	Total Charge
46000*	Bracket Mount CIS	400	468	161	\$12.28 <u>\$12.72</u>	\$4.22 <u>\$4.35</u>	\$4.05 <u>\$4.35</u>	\$20.55 <u>\$21.42</u>
20000*	Small ORL	200	233	80	\$11.82 <u>\$12.25</u>	\$4.09 <u>\$4.21</u>	\$2.01 <u>\$2.16</u>	\$17.92 <u>\$18.62</u>
25000*	Small ORL	250	292	100	\$11.38 <u>\$11.79</u>	\$3.98 <u>\$4.10</u>	\$2.52 <u>\$2.70</u>	\$17.88 <u>\$18.59</u>
46000*	Small ORL	400	477	164	\$11.90 <u>\$12.33</u>	\$4.12 <u>\$4.24</u>	\$4.13 <u>\$4.43</u>	\$20.15 <u>\$21.00</u>
20000*	Large ORL	200	233	80	\$10.25 <u>\$10.94</u>	\$6.16 <u>\$6.35</u>	\$2.01 <u>\$2.16</u>	\$27.42 <u>\$28.45</u>
46000*	Large ORL	400	477	164	\$21.68 <u>\$22.46</u>	\$6.85 <u>\$7.06</u>	\$4.13 <u>\$4.43</u>	\$32.66 <u>\$33.95</u>
46000*	Shoebox	400	477	164	\$9.94 <u>\$10.30</u>	\$3.57 <u>\$3.68</u>	\$4.13 <u>\$4.43</u>	\$17.64 <u>\$18.41</u>
16000*	Directional	150	197	68	\$5.59 <u>\$5.79</u>	\$2.32 <u>\$2.39</u>	\$1.71 <u>\$1.84</u>	\$9.62 <u>\$10.02</u>
20000*	Directional	200	233	80	\$8.07 <u>\$8.36</u>	\$3.07 <u>\$3.16</u>	\$2.01 <u>\$2.16</u>	\$13.15 <u>\$13.68</u>
46000*	Directional	400	477	164	\$5.99 <u>\$6.21</u>	\$2.48 <u>\$2.55</u>	\$4.13 <u>\$4.43</u>	\$12.60 <u>\$13.19</u>
125000*	Large Flood	1000	1105	379	\$9.52 <u>\$9.86</u>	\$3.65 <u>\$3.76</u>	\$9.54 <u>\$10.25</u>	\$22.71 <u>\$23.87</u>

Metal Halide

Initial Lamp Rating	Desc.	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
12000*	Acorn	175	210	72	\$13.64 <u>\$14.13</u>	\$5.72 <u>\$5.89</u>	\$1.81 <u>\$1.95</u>	\$21.17 <u>\$21.97</u>
12000*	Colonial	175	210	72	\$3.77 <u>\$3.91</u>	\$3.00 <u>\$3.09</u>	\$1.81 <u>\$1.95</u>	\$8.58 <u>\$8.95</u>
12000*	English Coach	175	210	72	\$14.87 <u>\$15.41</u>	\$6.08 <u>\$6.26</u>	\$1.81 <u>\$1.95</u>	\$22.76 <u>\$23.62</u>
12000*	Destin Single	175	210	72	\$25.49 <u>\$26.41</u>	\$9.03 <u>\$9.30</u>	\$1.81 <u>\$1.95</u>	\$36.33 <u>\$37.66</u>
24000*	Destin Double	350	420	144	\$50.83 <u>\$52.66</u>	\$16.93 <u>\$17.44</u>	\$3.62 <u>\$3.89</u>	\$71.38 <u>\$73.99</u>
32000*	Small Flood	400	476	163	\$6.13 <u>\$6.35</u>	\$2.64 <u>\$2.72</u>	\$4.10 <u>\$4.41</u>	\$12.87 <u>\$13.48</u>
32000*	Small Parking Lot	400	476	163	\$11.32 <u>\$11.73</u>	\$4.10 <u>\$4.22</u>	\$4.10 <u>\$4.41</u>	\$19.52 <u>\$20.36</u>
100000*	Large Flood	1000	1100	378	\$8.79 <u>\$9.11</u>	\$5.24 <u>\$5.40</u>	\$9.51 <u>\$10.22</u>	\$23.54 <u>\$24.73</u>
100000*	Large Parking Lot	1000	1100	378	\$19.53 <u>\$20.23</u>	\$7.28 <u>\$7.50</u>	\$9.51 <u>\$10.22</u>	\$36.32 <u>\$37.95</u>

Metal Halide Pulse Start

Initial Lamp Rating (Lumen)	Desc.	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
13000*	Acorn	150	190	65	\$15.47 <u>\$16.03</u>	\$5.58 <u>\$5.75</u>	\$1.64 <u>\$1.76</u>	\$22.69 <u>\$23.54</u>
13000*	Colonial	150	190	65	\$4.81 <u>\$4.98</u>	\$2.62 <u>\$2.70</u>	\$1.64 <u>\$1.76</u>	\$9.07 <u>\$9.44</u>
13000*	English Coach	150	190	65	\$15.82 <u>\$16.39</u>	\$5.68 <u>\$5.85</u>	\$1.64 <u>\$1.76</u>	\$23.14 <u>\$24.00</u>
13000*	Destin Single	150	190	65	\$33.54 <u>\$34.75</u>	\$10.62 <u>\$10.94</u>	\$1.64 <u>\$1.76</u>	\$45.80 <u>\$47.45</u>
26000*	Destin Double	300	380	130	\$66.95 <u>\$69.36</u>	\$20.44 <u>\$21.05</u>	\$3.27 <u>\$3.52</u>	\$90.66 <u>\$93.93</u>
33000*	Small Flood	350	400	137	\$6.86 <u>\$7.11</u>	\$3.38 <u>\$3.48</u>	\$3.45 <u>\$3.70</u>	\$13.69 <u>\$14.29</u>
33000*	Shoebox	350	400	137	\$8.21 <u>\$8.51</u>	\$3.76 <u>\$3.87</u>	\$3.45 <u>\$3.70</u>	\$15.42 <u>\$16.08</u>
68000*	Flood	750	840	288	\$7.08 <u>\$7.34</u>	\$5.67 <u>\$5.84</u>	\$7.25 <u>\$7.79</u>	\$20.00 <u>\$20.97</u>

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Thirtieth-Thirty-First~~ Revised Sheet No. 6.17
Canceling ~~Thirtieth Twenty-Ninth~~ Revised Sheet No. 6.17

PAGE 3 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.16.1)

LED

Nominal Delivered Lumen	Desc.	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
				**				***
3776*	Acorn	75	75	26	\$18.16 \$18.81	\$9.38 \$9.66	\$0.65 \$0.70	\$28.19 \$29.17
4440*	Street Light	72	72	25	\$14.60 \$14.09	\$4.82 \$4.96	\$0.63 \$0.68	\$19.54 \$20.24
2820*	Acorn A5	56	56	19	\$26.12 \$27.06	\$8.08 \$8.32	\$0.48 \$0.51	\$34.68 \$35.89
5100*	Cobrahead S2	73	73	25	\$6.18 \$6.40	\$4.03 \$4.15	\$0.63 \$0.68	\$10.84 \$11.23
10200*	Cobrahead S3	135	135	46	\$7.61 \$7.88	\$4.65 \$4.79	\$1.16 \$1.24	\$13.42 \$13.91
6320*	ATB071 S2/S3	71	71	24	\$7.71 \$7.99	\$5.25 \$5.41	\$0.60 \$0.65	\$13.56 \$14.05
9200*	ATB1 105 S3	105	105	36	\$11.26 \$11.67	\$6.32 \$6.51	\$0.91 \$0.97	\$18.49 \$19.15
23240*	ATB2 280 S4	280	280	96	\$12.74 \$13.20	\$7.34 \$7.56	\$2.42 \$2.60	\$22.50 \$23.36
7200*	E132 A3	132	132	45	\$28.18 \$29.19	\$8.24 \$8.49	\$1.13 \$1.22	\$37.55 \$38.90
9600*	E157 SAW	157	157	54	\$19.07 \$19.76	\$5.69 \$5.86	\$1.36 \$1.46	\$26.12 \$27.08
7377*	WP9 A2/S2	140	140	48	\$42.86 \$44.40	\$14.20 \$14.63	\$1.21 \$1.30	\$58.27 \$60.33
15228*	Destin Double	210	210	72	\$65.58 \$67.94	\$31.37 \$32.31	\$1.81 \$1.95	\$98.76 \$102.20
9336*	ATB0 108	108	108	37	\$7.13 \$7.39	\$4.64 \$4.78	\$0.93 \$1.00	\$12.70 \$13.17
3640*	Colonial	45	45	15	\$7.66 \$7.94	\$4.92 \$5.07	\$0.38 \$0.41	\$12.96 \$13.42
5032*	LG Colonial	72	72	25	\$9.64 \$9.99	\$5.79 \$5.96	\$0.63 \$0.68	\$16.06 \$16.63
4204	Security Lt	43	43	15	\$4.67 \$4.84	\$2.79 \$2.87	\$0.38 \$0.41	\$7.84 \$8.12
5510	Roadway 1	62	62	21	\$5.62 \$5.82	\$3.57 \$3.68	\$0.53 \$0.57	\$9.72 \$10.07
32327	Galleon 6sq	315	315	108	\$20.26 \$20.99	\$10.72 \$11.04	\$2.72 \$2.92	\$33.70 \$34.95
38230	Galleon 7sq	370	370	127	\$22.46 \$23.27	\$11.94 \$12.30	\$3.20 \$3.43	\$37.60 \$39.00
53499	Galleon 10sq	528	528	181	\$31.06 \$32.18	\$15.98 \$16.46	\$4.56 \$4.89	\$51.60 \$53.53
36000*	Flood 421 W	421	421	145	\$17.55 \$18.18	\$9.69 \$9.98	\$3.65 \$3.92	\$30.89 \$32.08
5355	Wildlife Cert	106	106	36	\$17.22 \$17.84	\$9.14 \$9.42	\$0.91 \$0.97	\$27.27 \$28.23
8300	Evolve Area	72	72	25	\$12.02 \$13.39	\$6.95 \$7.16	\$0.63 \$0.68	\$20.50 \$21.23
8022	ATB0 70	72	72	25	\$7.56 \$7.83	\$4.54 \$4.68	\$0.63 \$0.68	\$12.73 \$13.19
11619	ATB0 100	104	104	36	\$8.11 \$8.40	\$4.78 \$4.92	\$0.91 \$0.97	\$13.80 \$14.29
30979	ATB2 270	274	274	94	\$14.64 \$15.17	\$7.95 \$8.19	\$2.37 \$2.54	\$24.96 \$25.90
9514	Roadway 2	95	95	33	\$6.14 \$6.36	\$3.79 \$3.90	\$0.83 \$0.89	\$10.76 \$11.15
15311	Roadway 3	149	149	51	\$8.46 \$8.77	\$4.86 \$5.01	\$1.28 \$1.38	\$14.60 \$15.16
28557	Roadway 4	285	285	98	\$11.56 \$11.98	\$6.44 \$6.63	\$2.47 \$2.65	\$20.47 \$21.26
5963	Colonial Large	72	72	25	\$9.00 \$9.32	\$5.08 \$5.23	\$0.63 \$0.68	\$14.71 \$15.23
4339	Colonial Small	45	45	15	\$8.62 \$8.92	\$4.89 \$5.04	\$0.38 \$0.41	\$13.88 \$14.37
8704	Acorn A	81	81	28	\$19.00 \$19.69	\$9.48 \$9.77	\$0.70 \$0.76	\$29.18 \$30.22

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Thirty-First Revised Sheet No. 6.17
Canceling Thirtieth Revised Sheet No. 6.17

<u>PAGE</u> 3 of 11	<u>EFFECTIVE DATE</u> March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.16.1)

<u>Nominal Delivered Lumen</u>	<u>Desc.</u>	<u>Lamp Watt age</u>	<u>Line Wattage</u>	<u>Est. kWh **</u>	<u>Fixture Charge</u>	<u>Maint. Charge</u>	<u>Energy Charge ***</u>	<u>Total Charge</u>
23,588	ATB2 210	208		71	\$12.63\$13.09	\$7.04\$7.22	\$4.74\$1.92	\$21.35\$22.23
8,575	Destin	77		26	\$24.39\$25.27	\$11.89\$12.25	\$0.69\$0.70	\$36.97\$38.22
1,958	Destin Wildlife	56		19	\$27.10\$28.08	\$13.04\$13.40	\$0.49\$0.51	\$40.60\$41.99
8,212	AEL Roadway ATBS 3K	76		26	\$3.87\$4.01	\$3.07\$3.16	\$0.65\$0.70	\$7.63\$7.87
8,653	AEL Roadway ATBS 4K	76		26	\$3.87\$4.01	\$3.07\$3.16	\$0.65\$0.70	\$7.63\$7.87
5,300	Cree RSW Amber - XL	144		49	\$10.92\$11.3	\$6.24\$6.43	\$4.23\$1.32	\$18.39\$19.06
3,715	Cree RSW Amber - Large	92		32	\$7.96\$8.25	\$4.94\$5.09	\$0.84\$0.87	\$13.74\$14.21
7,300	EPTC	65		22	\$12.73\$13.19	\$6.59\$6.79	\$0.55\$0.59	\$19.87\$20.57
3,358	Cont American Elect 3K	38		13	\$5.34\$5.53	\$3.46\$3.56	\$0.33\$0.35	\$8.47\$9.44
3,615	Cont American Elect 4K	38		13	\$5.54\$5.53	\$3.46\$3.56	\$0.33\$0.35	\$9.33\$9.44
16,593	Acuity AEL ATB2 Gray	133		46	\$6.45\$6.68	\$4.06\$4.18	\$1.16\$1.24	\$11.67\$12.10
6,586	Holophane Granville	51		18	\$12.16\$13.16	\$6.95\$7.16	\$0.45\$0.49	\$19.56\$20.81
12,000	Cree XSPM	95		33	\$5.68\$5.88	\$3.77\$3.88	\$0.83\$0.89	\$10.28\$10.65

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Thirty-~~Second~~~~Third~~ Revised Sheet No. 6.18
Canceling ~~Thirty-Second~~ ~~Thirty-First~~ Revised Sheet No. 6.18

PAGE 4 of 11	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.17)

Mercury Vapor
(Not Available for New Installations)

Initial Lamp Rating (Lumen)	Desc.	Lamp Wattage	Line Wattage	Est. kWh	Fixture Charge	Maint. Charge	Energy Charge	Total Charge
7000*	Open Bottom	175	195	67	\$2.19 <u>\$2.27</u>	\$4.36 <u>\$1.40</u>	\$1.69 <u>\$1.81</u>	\$5.24 <u>\$5.48</u>
3200*	Cobrahead	100	114	39	\$4.06 <u>\$4.20</u>	\$1.90 <u>\$1.96</u>	\$0.98 <u>\$1.05</u>	\$6.94 <u>\$7.22</u>
7000*	Cobrahead	175	195	67	\$3.69 <u>\$3.82</u>	\$1.78 <u>\$1.83</u>	\$1.69 <u>\$1.81</u>	\$7.16 <u>\$7.46</u>
9400*	Cobrahead	250	277	95	\$4.85 <u>\$5.02</u>	\$2.16 <u>\$2.23</u>	\$2.39 <u>\$2.57</u>	\$9.40 <u>\$9.82</u>
17000*	Cobrahead	400	442	152	\$5.30 <u>\$5.49</u>	\$2.25 <u>\$2.32</u>	\$3.83 <u>\$4.11</u>	\$11.38 <u>\$11.92</u>
48000*	Cobrahead	1000	1084	372	\$10.63 <u>\$11.01</u>	\$3.94 <u>\$4.03</u>	\$9.36 <u>\$10.06</u>	\$23.90 <u>\$25.10</u>
17000*	Directional	400	474	163	\$7.97 <u>\$8.26</u>	\$3.02 <u>\$3.11</u>	\$4.10 <u>\$4.41</u>	\$15.09 <u>\$15.78</u>

- * Not Available for New Installation.
- ** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
- *** Energy Charge = ~~2.5172~~2.590¢/kWh x Estimated Monthly kWh Usage

ADDITIONAL FACILITIES CHARGES:

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- Charge for 13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~\$17.76~~\$18.40.
- Charge for 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~\$16.10~~\$16.68.
- Charge for 16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) ~~\$12.76~~\$13.22.
- Charge for 17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) ~~\$18.65~~\$19.32.
- Charge for 18 ft. (14 ft. mounting height) aluminum decorative York pole ~~\$16.94~~\$17.55.
- Charge for 20 ft. (16 ft. mounting height) aluminum decorative Grand pole ~~\$13.85~~\$14.35.
- Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) ~~\$6.60~~\$6.84.
- * Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon)

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-~~Eighth-Ninth~~ Revised Sheet No. 6.19
Canceling ~~Twenty-Eighth Twenty-Seventh~~ Revised Sheet No. 6.19

PAGE 5 of 11	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.18)

ADDITIONAL FACILITIES CHARGES (continued):

- Charge for 30 ft. aluminum pole used with concrete adjustable base ~~\$20.93~~ \$21.69.
- Charge for 35 ft. concrete pole ~~\$13.04~~ \$13.51.
- Charge for 35 ft. concrete pole (Tenon Top) ~~\$18.00~~ \$18.65.
- Charge for 35 ft. wood pole ~~\$6.22~~ \$6.44.
- Charge for 35 ft. (30 ft. mounting height) aluminum, round, tapered pole ~~\$25.67~~ \$26.60.
- Charge for 40 ft. wood pole ~~\$7.64~~ \$7.92.
- Charge for 45 ft. concrete pole (Tenon Top) ~~\$23.63~~ \$24.48.
- Charge for 22 ft. aluminum pole ~~\$14.30~~ \$14.81.
- Charge for 25 ft. aluminum pole ~~\$14.88~~ \$15.42.
- Charge for 30 ft. aluminum pole with 8' arm ~~\$37.21~~ \$38.55.
- Charge for 30 ft. aluminum pole with 10' arm ~~\$38.99~~ \$40.39.
- Charge for 30 ft. aluminum pole with 12' arm ~~\$36.10~~ \$37.40.
- Charge for 35 ft. aluminum pole with 8' arm ~~\$40.97~~ \$42.44.
- Charge for 35 ft. aluminum pole with 10' arm ~~\$40.48~~ \$41.94.
- Charge for 35 ft. aluminum pole with 12' arm ~~\$41.44~~ \$42.93.
- Charge for 40 ft. aluminum pole with 8' arm ~~\$42.40~~ \$43.93.
- Charge for 40 ft. aluminum pole with 10' arm ~~\$44.79~~ \$46.40.
- Charge for 40 ft. aluminum pole with 12' arm ~~\$46.25~~ \$47.92.
- Charge for 16 ft. aluminum decorative arlen pole ~~\$16.10~~ \$16.68.
- Charge for 16 ft. aluminum decorative arlen pole with banner arms ~~\$19.87~~ \$20.59.
- Charge for 40 ft. concrete pole ~~\$31.05~~ \$32.17.
- Charge for 45 ft. wood pole ~~\$7.61~~ \$7.88.
- Charge for 50 ft. wood pole ~~\$9.11~~ \$9.44.
- Charge for 18 ft. aluminum, round tapered pole ~~\$7.35~~ \$7.61.
- Charge for 14.5 ft. concrete, round tapered pole ~~\$17.27~~ \$17.89.
- Charge for single arm for Shoebox/Small Parking Lot fixture ~~\$2.48~~ \$2.57.
- Charge for double arm for Shoebox/Small Parking Lot fixture ~~\$2.75~~ \$2.85.
- Charge for triple arm for Shoebox/Small Parking Lot fixture ~~\$3.72~~ \$3.85.
- Charge for quadruple arm for Shoebox/Small Parking Lot fixture ~~\$4.70~~ \$4.87.
- Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture ~~\$4.57~~ \$4.73.
- Charge for optional 100 amp relay ~~\$25.59~~ \$26.51.
- Charge for 25 kVA transformer (noncoastal) ~~\$35.42~~ \$36.70
- Charge for 25 kVA transformer (costal) ~~\$52.31.~~

All other additional facilities shall be billed at 1.74% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

* Not Available for New Installation.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.19.1

PAGE 6 of 11	EFFECTIVE DATE
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VANDALISM (WILLFUL DAMAGE):

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

1. Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture,
2. Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or
3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a) above.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Twenty-Ninth~~Thirtieth Revised Sheet No. 6.20

Canceling ~~Twenty-Ninth~~Twenty-Eighth Revised Sheet No. 6.20

PAGE	EFFECTIVE DATE
7 of 11	March 29, 2019

(Continued from Rate Schedule OS, Sheet No. 6.19)

(Closed Schedule)

MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of ~~2.5472~~2.590¢/kWh of the estimated kWh usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photoelectric controls.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Twenty-Ninth~~~~Thirtieth~~ Revised Sheet No. 6.21
Canceling ~~Twenty-Ninth~~~~Twenty-Eighth~~ Revised Sheet No. 6.21

PAGE 8 of 11	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.20)

MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:

High Pressure Sodium Vapor

<u>Initial Lamp Rating (Lumen)</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. kWh</u> **	<u>Relamping Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
8800	100	120	41	\$0.70\$0.72	\$1.03\$1.11	\$1.73\$1.83
16000*	150	197	68	\$0.69\$0.71	\$1.74\$1.84	\$2.40\$2.55
20000*	200	233	80	\$0.73\$0.73	\$2.04\$2.16	\$2.74\$2.89
25000*	250	292	100	\$0.72\$0.74	\$2.52\$2.70	\$3.24\$3.44
46000*	400	477	164	\$0.71\$0.73	\$4.13\$4.43	\$4.84\$5.16
125000*	1000	1105	379	\$0.91\$0.94	\$9.54\$10.25	\$10.45\$11.19

Metal Halide

<u>Initial Lamp Rating (Lumen)</u>	<u>Lamp Wattage</u>	<u>Line Wattage</u>	<u>Est. kWh</u> **	<u>Relamping Charge</u>	<u>Energy Charge</u> ***	<u>Total Charge</u>
32000*	400	476	163	\$0.84\$0.87	\$4.10\$4.22	\$4.94\$5.09
100000*	1000	1100	378	\$3.11\$3.20	\$9.51\$9.79	\$12.62\$12.99

- * Not Available for New Installation
- ** Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
- *** Energy Charge = 2.5902-517¢/kWh x Estimated Monthly kWh Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole \$6.22.

All other additional facilities shall be billed at 1.74 percent per month of the Company's cost.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Nineteenth Revised Sheet No. 6.22
Canceling Eighteenth Revised Sheet No. 6.22

PAGE 9 of 11	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.21)

PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR UP FRONT PAYMENT OF FIXTURES:

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Twenty-~~Fifth-Sixth~~ Revised Sheet No. 6.23
Canceling ~~Twenty-Fifth, Twenty-Fourth~~ Revised Sheet No. 6.23

PAGE 10 of 11	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule OS, Sheet No. 6.22)

OS-III OTHER OUTDOOR SERVICE (OL1)

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

5.098 ~~4.744~~ cents per kWh for all kWh

The estimated annual kWh usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly kWh usage will be one-twelfth (1/12) of the estimated annual kWh usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$1.00 per service connection.

TERM OF CONTRACT (OS-I/II, OS-III):

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

DEPOSIT (OS-I/II, OS-III):

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Thirty-First Revised Sheet No. 6.24
Canceling Thirtieth Revised Sheet No. 6.24

PAGE 11 of 11	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule OS, Sheet No. 6.23)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.1

PAGE	EFFECTIVE DATE
<u>1 of 2</u>	

RATE SCHEDULE: SL-1M
STREET LIGHTING METERED SERVICE

AVAILABILITY:

In all territory served.

APPLICABILITY:

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under this tariff.

CHARACTER OF SERVICE:

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: \$7.50

Energy Charge: 2.010¢/kWh

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.2

PAGE	EFFECTIVE DATE
<u>2 of 2</u>	

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.3

PAGE	EFFECTIVE DATE
<u>1 of 2</u>	

RATE SCHEDULE: SL-2M
TRAFFIC SIGNAL METERED SERVICE

AVAILABILITY:

In all territory served.

APPLICABILITY:

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

CHARACTER OF SERVICE:

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

RATES:

Base Charge: \$7.50

Energy Charge: 4.404¢/kWh

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.4

PAGE	EFFECTIVE DATE
<u>2 of 2</u>	

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.5

PAGE 1 of 5	EFFECTIVE DATE
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**RATE SCHEDULE LT-1
LIGHTING**

AVAILABILITY:

In all territory served.

APPLICABILITY:

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and security lighting.

TYPE OF INSTALLATION:

All new installations will be light emitting diodes (LED).

Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding security lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

SERVICE:

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting 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.

LIMITATION OF SERVICE:

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For security lights, customer must have an active house or premise account associated with this service Stand-by or resale service is not permitted hereunder.

SPECIAL CONDITIONS:

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

TERM OF SERVICE:

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either Gulf or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.6

PAGE	EFFECTIVE DATE
<u>2 of 5</u>	

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

CUSTOMER CONTRIBUTIONS:

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

REMOVAL OR RELOCATION OF FACILITIES:

If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non-payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and reused at a new location.

In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.

CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:

For customers converting Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.7

PAGE	EFFECTIVE DATE
<u>3 of 5</u>	

CHANGE IN FIXTURE SIZE OR TYPE:

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. An LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC charges as described will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

MONTHLY RATES FOR MAINTENANCE AND CONVERSION:

<u>Maintenance per Fixture for Company Owned LED Fixture and Pole</u>	<u>\$1.30</u>
<u>Maintenance per Fixture for Company Owned Fixture on Customer Pole</u>	<u>\$1.04</u>
<u>LED Conversion Recovery Charge</u>	<u>\$1.48</u>

MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:

<u>Standard Wood pole</u>	<u>\$5.66</u>
<u>Standard Concrete pole</u>	<u>\$7.73</u>
<u>Standard Fiberglass pole</u>	<u>\$9.16</u>
<u>Decorative Concrete pole</u>	<u>\$25.82</u>

BILLING:

During the initial installation period:

Facilities in service for 15 days or less will not be billed;

Facilities in service for 16 days or more will be billed for a full month.

For Security lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
 Original Sheet No. 6.24.8

PAGE 4 of 5	EFFECTIVE DATE
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MONTHLY RATES FOR LED FIXTURES*:

Energy Tier	Charge	Fixture Tier														
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
A	\$0.00	1.5	4.5	7.5	10.5	13.5	16.5	19.5	22.5	25.5	28.5	31.5	34.5	37.5	40.5	43.5
B	\$0.20	1.7	4.7	7.7	10.7	13.7	16.7	19.7	22.7	25.7	28.7	31.7	34.7	37.7	40.7	43.7
C	\$0.40	1.9	4.9	7.9	10.9	13.9	16.9	19.9	22.9	25.9	28.9	31.9	34.9	37.9	40.9	43.9
D	\$0.60	2.1	5.1	8.1	11.1	14.1	17.1	20.1	23.1	26.1	29.1	32.1	35.1	38.1	41.1	44.1
E	\$0.80	2.3	5.3	8.3	11.3	14.3	17.3	20.3	23.3	26.3	29.3	32.3	35.3	38.3	41.3	44.3
F	\$1.00	2.5	5.5	8.5	11.5	14.5	17.5	20.5	23.5	26.5	29.5	32.5	35.5	38.5	41.5	44.5
G	\$1.20	2.7	5.7	8.7	11.7	14.7	17.7	20.7	23.7	26.7	29.7	32.7	35.7	38.7	41.7	44.7
H	\$1.40	2.9	5.9	8.9	11.9	14.9	17.9	20.9	23.9	26.9	29.9	32.9	35.9	38.9	41.9	44.9
I	\$1.60	3.1	6.1	9.1	12.1	15.1	18.1	21.1	24.1	27.1	30.1	33.1	36.1	39.1	42.1	45.1
J	\$1.80	3.3	6.3	9.3	12.3	15.3	18.3	21.3	24.3	27.3	30.3	33.3	36.3	39.3	42.3	45.3
K	\$2.00	3.5	6.5	9.5	12.5	15.5	18.5	21.5	24.5	27.5	30.5	33.5	36.5	39.5	42.5	45.5
L	\$2.20	3.7	6.7	9.7	12.7	15.7	18.7	21.7	24.7	27.7	30.7	33.7	36.7	39.7	42.7	45.7
M	\$2.40	3.9	6.9	9.9	12.9	15.9	18.9	21.9	24.9	27.9	30.9	33.9	36.9	39.9	42.9	45.9
N	\$2.60	4.1	7.1	10.1	13.1	16.1	19.1	22.1	25.1	28.1	31.1	34.1	37.1	40.1	43.1	46.1
O	\$2.80	4.3	7.3	10.3	13.3	16.3	19.3	22.3	25.3	28.3	31.3	34.3	37.3	40.3	43.3	46.3
P	\$3.00	4.5	7.5	10.5	13.5	16.5	19.5	22.5	25.5	28.5	31.5	34.5	37.5	40.5	43.5	46.5
Q	\$3.20	4.7	7.7	10.7	13.7	16.7	19.7	22.7	25.7	28.7	31.7	34.7	37.7	40.7	43.7	46.7
R	\$3.40	4.9	7.9	10.9	13.9	16.9	19.9	22.9	25.9	28.9	31.9	34.9	37.9	40.9	43.9	46.9
S	\$3.60	5.1	8.1	11.1	14.1	17.1	20.1	23.1	26.1	29.1	32.1	35.1	38.1	41.1	44.1	47.1
T	\$3.80	5.3	8.3	11.3	14.3	17.3	20.3	23.3	26.3	29.3	32.3	35.3	38.3	41.3	44.3	47.3
U	\$4.00	5.5	8.5	11.5	14.5	17.5	20.5	23.5	26.5	29.5	32.5	35.5	38.5	41.5	44.5	47.5
V	\$4.20	5.7	8.7	11.7	14.7	17.7	20.7	23.7	26.7	29.7	32.7	35.7	38.7	41.7	44.7	47.7
W	\$4.40	5.9	8.9	11.9	14.9	17.9	20.9	23.9	26.9	29.9	32.9	35.9	38.9	41.9	44.9	47.9
X	\$4.60	6.1	9.1	12.1	15.1	18.1	21.1	24.1	27.1	30.1	33.1	36.1	39.1	42.1	45.1	48.1
Y	\$4.80	6.3	9.3	12.3	15.3	18.3	21.3	24.3	27.3	30.3	33.3	36.3	39.3	42.3	45.3	48.3
Z	\$5.00	6.5	9.5	12.5	15.5	18.5	21.5	24.5	27.5	30.5	33.5	36.5	39.5	42.5	45.5	48.5
AA	\$5.20	6.7	9.7	12.7	15.7	18.7	21.7	24.7	27.7	30.7	33.7	36.7	39.7	42.7	45.7	48.7
BB	\$5.40	6.9	9.9	12.9	15.9	18.9	21.9	24.9	27.9	30.9	33.9	36.9	39.9	42.9	45.9	48.9
CC	\$5.60	7.1	10.1	13.1	16.1	19.1	22.1	25.1	28.1	31.1	34.1	37.1	40.1	43.1	46.1	49.1
DD	\$5.80	7.3	10.3	13.3	16.3	19.3	22.3	25.3	28.3	31.3	34.3	37.3	40.3	43.3	46.3	49.3
EE	\$6.00	7.5	10.5	13.5	16.5	19.5	22.5	25.5	28.5	31.5	34.5	37.5	40.5	43.5	46.5	49.5

*Notes:

Catalog of available fixtures and the assigned billing tier for each can viewed at www.gulfpower.com

The non-fuel energy charge is 3.300¢ per kWh; where kWh is calculated as (wattage x 353.3 hours per month) / 1000

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.24.9

PAGE	EFFECTIVE DATE
<u>4 of 5</u>	

SPECIAL PROVISIONS:

Where the Company provides fixtures or poles other than those referenced above, the monthly charges, as applicable shall be computed as follows:

Charge: 1.14% of the Company's average installed cost of the pole, light fixture or both.

Standard maintenance fees to apply
Standard non-fuel Energy Charge to apply

ADDITIONAL LIGHTING CHARGE:

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.14% of the Company's average installed cost of the additional lighting facilities.

WILLFUL DAMAGE:

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

ISSUED BY: Tiffany Cohen

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GULF POWER COMPANY

Section No. VI
Sheet No. 6.24.10

PAGE	EFFECTIVE DATE
<u>5 of 5</u>	

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Twenty-Fourth~~Twenty-Fifth Revised Sheet No. 6.25

Canceling ~~Twenty-Fourth~~Twenty-Third Revised Sheet No. 6.25

**RATE SCHEDULE STORM
STORM RESTORATION RECOVERY**

PAGE
1 of 1

EFFECTIVE DATE
March 29, 2019

APPLICABILITY:

Applicable to each filed retail rate schedule under which a Customer receives service.

DETERMINATION OF STORM RESTORATION RECOVERY SURCHARGE

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael, as well as funds to replenish the Company's storm reserve. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Storm Restoration Recovery Surcharge factors are shown below:

<u>Rate Schedule</u>	<u>¢/kWh</u>
RS, RSVP, RSTOU	0.800
GS	0.881
GSD, GSDT, GSTOU	0.443
LP, LPT	0.347
PX, PXT, RTP, SBS	0.234
OS-I/II	1.178
OS-III	1.178

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Original Sheet No. 6.25.1

**RATE SCHEDULE STORM
INTERIM STORM RESTORATION RECOVERY**

PAGE 1 of 1	EFFECTIVE DATE March 2, 2021
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APPLICABILITY:

Applicable to each filed retail schedule under which a Customer receives service.

DETERMINATION OF INTERIM STORM RESTORATION RECOVERY SURCHARGE

The Interim Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Interim Storm Restoration Recovery Surcharge factors are shown below:

<u>Rate Schedule</u>	<u>¢/kWh</u>
RS, RSVP	0.300
GS	0.329
GSD, GSDT, GSTOU	0.167
LP, LPT	0.130
PX, PXT, RTP, SBS	0.087
OS-I/II	0.239
OS-III	0.239

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

~~Section No. VI
Twelfth Revised Sheet No. 6.26
Canceling Eleventh Revised Sheet No. 6.26~~

PAGE __ of __	EFFECTIVE DATE March 29, 2019
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~~Section No. VI~~
~~Seventeenth Revised Sheet No. 6.27~~
~~Canceling Sixteenth Revised Sheet No. 6.27~~

PAGE	EFFECTIVE DATE
__ of __	March 29, 2019

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~~Section No. VI
Thirteenth Revised Sheet No. 6.28
Canceling Twelfth Revised Sheet No. 6.28~~

PAGE __ of __	EFFECTIVE DATE March 29, 2019
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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI~~
~~Sixth Revised Sheet No. 6.28.1~~
~~Canceling Fifth Revised Sheet No. 6.28.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI
Eighth Revised Sheet No. 6.29
Canceling Seventh Revised Sheet No. 6.29~~

PAGE ___ of ___	EFFECTIVE DATE March 29, 2019
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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI
Eighth Revised Sheet No. 6.30
Canceling Seventh Revised Sheet No. 6.30~~

PAGE ___ of ___	EFFECTIVE DATE March 29, 2019
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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI~~
~~Second Revised Sheet No. 6.30.1~~
~~Canceling First Revised Sheet No. 6.30.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

GULF POWER COMPANY

Section No. VI
Tenth Revised Sheet No. 6.31
Canceling Ninth Revised Sheet No. 6.31

**RATE SCHEDULE SPP
STORM PROTECTION PLAN COST RECOVERY CLAUSE**

PAGE 1 of 1	EFFECTIVE DATE January 1, 2021
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APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which the reference is made to Rate SPP.

DETERMINATION OF STORM PROTECTION PLAN COST RECOVERY FACTOR:

The purpose of the Storm Protection Plan Cost Recovery Clause is to recover costs related to the Company's approved Storm Protection Plan. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Storm Protection Plan Cost Recovery Clause factors are shown below:

<u>Rate Schedule</u>	<u>Storm Protection Plan Cost Recovery Factor</u>
RS, RSVP	0.037¢/kWh
GS	0.039¢/kWh
GSTOU	0.030¢/kWh
GSD	\$0.09 per kW of billing demand
GSDT	\$0.09 per kW of maximum demand
LP	\$0.12 per kW of billing demand
LPT	\$0.12 per kW of maximum demand
PX, PXT, RTP, SBS	0.026¢/kWh
OS-I/II	0.023¢/kWh
OS-III	0.022¢/kWh

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

~~Section No. VI~~
~~Second Revised Sheet No. 6.31.1~~
~~Canceling First Revised Sheet No. 6.31.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

GULF POWER COMPANY

Section No. VI
~~Ninth-Tenth~~ Revised Sheet No. 6.32
Canceling ~~Ninth-Eighth~~ Revised Sheet No. 6.32

**RATE SCHEDULE BB
BUDGET BILLING
(OPTIONAL RIDER)**

PAGE 1 of 23	EFFECTIVE DATE June 9, 2020
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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

~~This budget billing rider will, upon request by the Customer, be applied to any customer receiving electric service under Rate Schedules RS, RSVP, GS, GSD, GSDT, GSTOU, LP, LPT, PX, PXT, and RTP except those customers with current delinquent bills or those customers disqualified from the program within the twelve preceding months. Eligible customers will be notified of availability of this rider annually. Gulf Power shall have 30 days to establish Budget Billing upon request of the Customer.~~

Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

Any GS or GSD Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS and GSD rate billings. However, GS or GSD Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. Additionally, GSD customers taking service under the Seasonal Demand Time of Use Rider will not be eligible to participate in the Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

~~Seventh~~ Eighth Revised Sheet No. 6.32.1
Canceling ~~Sixth~~ Seventh Revised Sheet No. 6.32.1

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS or GSD rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

This budget billing rider will, upon request by the Customer, be applied to any customer receiving electric service under Rate Schedules RS, RSVP, GS, GSD, GSDT, GSTOU, LP, LPT, PX, PXT, and RTP except those customers with current delinquent bills or those customers disqualified from the program within the twelve preceding months. Eligible customers will be notified of availability of this rider annually. Gulf Power shall have 30 days to establish Budget Billing upon request of the Customer.

BILLING:

Under the Budget Billing plan, the Monthly billing is determined as follows:

1. The Annual Base Amount is calculated using the most recent 12 months billings for the premises (excluding billings for Rate Schedule OS,) and then averaged and rounded to the nearest whole dollar (Monthly Budget Billing Amount). If the customer has not occupied the premises for 12 months, the Annual Base Amount will be determined by the Customer's available monthly billings plus the previous occupant's billings. If the premises is new or sufficient actual consumption is not available, a 12-month estimated bill will be used.
2. The Monthly Budget Billing Amount is recalculated every month using the most recent Annual Base Amount plus any deferred balances (the difference in prior billings made under the Budget Billing Plan and that of actual charges).

$$\begin{array}{rcccl} \text{Monthly Budget} & = & \text{12-month Summation} & + & \text{Deferred} \\ \text{Billing Amount} & & \frac{\text{Actual or Est. Annual Base}}{12} & & \text{Balance} \end{array}$$

ISSUED BY: Charles S. Boyett

Section No. VI
~~Fourth Fifth Revised Sheet No. 6.33~~
~~Canceled Fourth Third Revised Sheet No. 6.33~~

2 of 2

~~(Continued from Rate Schedule BB, Sheet No. 6.32.1)~~

~~For each month except the annual review month, if the difference between the newly calculated Monthly Budget Billing Amount and the current Monthly Budget Billing Amount is greater than \$5.00 and 10%, then the Monthly Budget Billing Amount will be reestablished at the newly calculated amount (rounded to the nearest whole dollar). In the Customer's annual review month, the Monthly Billing Amount will be reestablished at the newly calculated amount.~~

- ~~3. At the Customer's option (in lieu of carrying the deferred balance forward in the recalculation of the Monthly Budget Billing Amount) any deferred balance that is outstanding at the Customer's annual review may be settled either through being applied to the Customer's new bill (if a credit balance) or direct payment to the Company (if a debit balance).~~

TERM OF CONTRACT:

~~Upon request of the Customer, billing under the provisions of this rider shall continue thereafter until terminated as provided below.~~

TERMINATION:

~~Billing under this agreement shall be subject to termination by either party giving notice to the other party. This agreement may be terminated by the Company if the account becomes delinquent. In the event billing under this agreement is terminated, any amount the Customer has been underbilled shall immediately become due and payable to the Company and any amount overbilled shall be refunded to the Customer. Billing may be terminated under this agreement without terminating or affecting any service agreement between the Company and the Customer. In such event, billing under the normal monthly billing procedure will be resumed subsequent to the settlement statement rendered by the Company; however, nothing in this agreement shall be construed to waive the Company's rights to discontinue service in the event of failure to pay bills or for any other lawful cause as set forth in its electric tariff.~~

~~Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.~~

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
 Thirty-First Revised Sheet No. 6.34
 Canceling Thirtieth Revised Sheet No. 6.34

**RATE SCHEDULE CR
 COST RECOVERY CLAUSE
 FOSSIL FUEL AND PURCHASED POWER**

PAGE 1 of 1	EFFECTIVE DATE January 1, 2021
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APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which reference is made to Rate CR.

DETERMINATION OF FOSSIL FUEL AND PURCHASED POWER COST RECOVERY FACTOR:

Bills shall be decreased or increased by a factor calculated in accordance with the formula and procedures specified by the Florida Public Service Commission designed to give effect to changing efficiency, cost of fossil fuel and cost of purchased power.

The energy charge per kilowatt-hour shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in the projected cost of fossil fuel and purchased power per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up with interest, to prior actual costs and a Generation Performance Incentive Factor, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Fuel Cost Recovery Clause factors are shown below:

Group	Schedules	Standard	TOU	
			On-Peak	Off-Peak
A	RS, RSVP, GS, GSD, GSDT, GSTOU, OSIII, SBS	3.070¢/kWh	3.539¢/kWh	2.879¢/kWh
B	LP, LPT, SBS	3.028¢/kWh	3.490¢/kWh	2.840¢/kWh
C	PX, PXT, RTP, SBS	2.982¢/kWh	3.437¢/kWh	2.796¢/kWh
D	OS-I/II	3.045¢/kWh	N/A	N/A

The recovery factor applicable for Rate Schedule SBS is based on the Customer's contract demand as follows:

Contract Demand (kW)	Use Factor Applicable To:
100-499	GSDT
500-7499	LPT
7500 and greater	PXT

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.34a
Cancels Original Sheet No. 6.34a

RESERVED FOR FUTURE USE

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-Ninth Revised Sheet No. 6.35
Canceling Twenty-Eighth Revised Sheet No. 6.35

RATE SCHEDULE PPCC

PURCHASED POWER CAPACITY COST RECOVERY CLAUSE

PAGE
1 of 1

EFFECTIVE DATE
January 1, 2021

APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which reference is made to Rate PPCC.

DETERMINATION OF PURCHASED POWER CAPACITY COST RECOVERY FACTOR:

The purpose of the Purchased Power Capacity Cost Recovery Clause is the recovery of payments made by the Company for capacity, net of revenues received by the Company for capacity sales. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Purchased Power Capacity Cost Recovery Clause factors are shown below:

<u>Rate Schedule</u>	<u>Purchased Power Capacity Cost Recovery Factor</u>
RS, RSVP	0.915¢ per kWh
GS	0.931¢ per kWh
GSD, GSDT, GSTOU	0.733¢ per kWh
LP	\$2.86 per kW of billing demand
LPT	\$2.86 per kW of maximum demand
PX, PXT, RTP, SBS	0.623¢ per kWh
OS-I/II	0.127¢ per kWh
OS-III	0.566¢ per kWh

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Twenty-Ninth Revised Sheet No. 6.36
Canceling Twenty-Eighth Revised Sheet No. 6.36

RATE SCHEDULE ECR

ENVIRONMENTAL COST RECOVERY CLAUSE

PAGE	EFFECTIVE DATE
1 of 1	March 2, 2021

APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which reference is made to Rate ECR.

DETERMINATION OF ENVIRONMENTAL COST RECOVERY FACTOR:

The purpose of the Environmental Cost Recovery Clause is the recovery of costs associated with certain environmental investment and expenses. Costs are classified and allocated to the rate classes using an allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The monthly charge of each rate schedule shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in projected environmental costs per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Environmental Cost Recovery Clause factors are shown below:

<u>Rate Schedule</u>	<u>Environmental Cost Recovery Factor ¢/kWh</u>
RS, RSVP	1.621
GS	1.649
GSD, GSDT, GSTOU	1.322
LP, LPT	1.157
PX, PXT, RTP, SBS	1.138
OS-I/II	0.354
OS-III	1.043

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

~~Section No. VI~~
~~Second Revised Sheet No. 6.36.1~~
~~Canceling First Revised Sheet No. 6.36.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY:~~ Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Sixth Revised Sheet No. 6.37
Canceling Fifth Revised Sheet No. 6.37

PAGE	EFFECTIVE DATE
1 of 1	March 29, 2019

TAX ADJUSTMENT:

Bills shall be increased to offset the applicable proportionate part of any taxes, assessments, license fees or rentals against the Company's property imposed by any Government Authority in excess of those in effect December 31, 1990, which are assessed on the basis of poles, meters or customers or the price of or revenues from electric energy or service sold or the volume of energy generated or purchased for sale or sold.

FRANCHISE FEE BILLING:

Franchise fees shall be billed in accordance with Order No. 6650, issued by the Florida Public Service Commission on May 7, 1975.

GROSS RECEIPTS TAX ADJUSTMENT:

In accordance with Section 203.01 of the Florida Statutes, effective July 1, 1990, an increase in the rate of the state gross receipts tax is applicable to electric sales charges.

PAYMENT OF BILLS:

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

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Thirty-Second Revised Sheet No. 6.38
Canceling Thirty-First Revised Sheet No. 6.38

**RATE SCHEDULE ECC
COST RECOVERY CLAUSE
ENERGY CONSERVATION**

PAGE 1 of 1	EFFECTIVE DATE January 1, 2021
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APPLICABILITY:

Applicable to the monthly rate of each filed retail rate schedule under which a Customer receives service.

**DETERMINATION OF ENERGY CONSERVATION COST RECOVERY CLAUSE
ADJUSTMENT:**

Bills should be decreased or increased by an adjustment calculated in accordance with the formula and procedure specified by the Florida Public Service Commission designed to reflect the recovery of conservation related expenditures by the Company.

Each rate schedule shall be increased or decreased to the nearest .001 cents for each kWh of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The total cost recovery adjustment per kWh applicable to energy delivered will include, when applicable, a true-up with interest to prior actual costs which will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission and is subject to Commission approval. Such increase or decrease shall be adjusted for taxes which are based upon revenues. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C.

Energy Conservation Cost Recovery Clause factors are shown below:

<u>Rate Schedule</u>	<u>Energy Conservation Cost Recovery Factor</u>
RS	0.090¢/kWh
RSVP Tier 1	(2.700)¢/kWh
RSVP Tier 2	(0.830)¢/kWh
RSVP Tier 3	6.757¢/kWh
RSVP Tier 4	51.020¢/kWh
GS	0.091¢/kWh
GSD, GSDT, GSTOU	0.085¢/kWh
LP, LPT	0.081¢/kWh
CL Credit	(\$5.57) per kW
PX, PXT, RTP, SBS	0.079¢/kWh
OS-I/II	0.065¢/kWh
OS-III	0.079¢/kWh

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Tenth-Eleventh~~ Revised Sheet No. 6.39
Canceling ~~Tenth-Ninth~~ Revised Sheet No. 6.39

**RATE SCHEDULE FLAT-1
RESIDENTIAL/COMMERCIAL FIXED RATE**

PAGE 1 of 3	EFFECTIVE DATE January 1, 2021
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AVAILABILITY:

Available throughout the entire ~~territory~~ service area served by the Company.

APPLICABILITY:

~~To Gulf Power~~ customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS or Rate Schedule GS at their current premise for the twelve- month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

LIMITATION OF SERVICE:

Service under this rate schedule is not available to Net Metering customers or customers with multiple meters on one account. Customers may not participate in both Fixed Rate and Budget Billing.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered.

BILL FORMULA:

Annual Bill = {[Estimated Annual kWh X (~~Estimated Base~~ Energy-Demand cents/kWh + Estimated ~~Cost Recovery Factors~~ Fuel cents/kWh + ~~Estimated ECCR~~ cents/kWh + ~~Estimated ECR~~ cents/kWh + ~~Estimated PPCC~~ cents/kWh + ~~Estimated SPP~~ + ~~Estimated STORM~~)] X (1 + Risk Adder)} + ~~Estimated Annual Base Customer~~ Charge

Each Customer's annual bill is specific, or unique, to that customer.

Monthly Bill = Annual Bill / 12

Gulf Power periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Ninth-Tenth~~ Revised Sheet No. 6.40
Canceling ~~Ninth-Eighth~~ Revised Sheet No. 6.40

PAGE 2 of 3	EFFECTIVE DATE July 11, 2019
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(Continued from Rate Schedule FLAT-1, Sheet No. 6.39)

DEFINITIONS

Estimated Annual kWh – Customer's expected annual energy consumption is calculated based on the customer's historical metered usage adjusted for normal weather and consumption changes in customer behavior.

Estimated Cost Recovery Factors – Customer's estimated costs for Fuel, Conservation, Environmental, Capacity and other applicable cost recovery factors.

Risk Adder – The adder is used to compensate the Company for the risk associated with weather- related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

Estimated Annual Base Annual-Customer Charge – The estimated monthly customer charge under Rate Schedule RS or Rate Schedule GS, as applicable, multiplied by 12.

Estimated Base Energy Demand-cents/kWh – The estimated base rate charge under Rate Schedule RS or Rate Schedule GS, as applicable.

Normal Weather – Based on Gulf's seasonal heating degree-days and cooling degree-days.

Applicable Removal Charges - Any difference between actual usage billed on Rate Schedule RS or Rate Schedule GS, as applicable, and the amount collected under Fixed Rate

TERM OF CONTRACT:

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

~~If a customer who withdraws from the program prior to the end of the 12 month contract period, Applicable Removal Charges will apply will be required to pay any difference between their actual usage billed on Rate Schedule RS or Rate Schedule GS, as applicable, and the amount collected under Fixed Rate.~~

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply.

The Company reserves the right to terminate the customer's Fixed Rate program Service Agreement if the customer's total Actual Energy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

Gulf Power shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer's premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Sixth Revised Sheet No. 6.41
Canceling Fifth Revised Sheet No. 6.41

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule FLAT-1, Sheet No. 6.40)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.34 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

PURCHASED POWER CAPACITY COST:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.35 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

ENVIRONMENTAL COST:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.36 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

ENERGY CONSERVATION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.38 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

STORM PROTECTION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.31 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

STORM RESTORATION:

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.25 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Fourteenth-Fifteenth~~ Revised Sheet No. 6.42

Canceling ~~FourteenthThirteenth~~ Revised Sheet No. 6.42

RATE SCHEDULE GSTOU

GENERAL SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSTOU

PAGE 1 of 3	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

MONTHLY RATES:

Base Charge: \$~~63.27~~46.92

Energy Charges:

Summer – June through September:

On-Peak ~~19.367~~26.117¢ per kWh

Intermediate ~~7.230~~9.750¢ per kWh

Off-Peak ~~3.006~~4.054¢ per kWh

October through May:

All hours ~~4.208~~5.675¢ per kWh

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fifth-Sixth~~ Revised Sheet No. 6.43
Canceling ~~Fifth-Fourth~~ Revised Sheet No. 6.43

PAGE	EFFECTIVE DATE
2 of 3	March 29, 2019

(Continued from Rate Schedule GSTOU, Sheet No. 6.42)

DETERMINATION OF THE SUMMER TIME PERIODS:

The on-peak period for calendar months June through September is defined as being those hours between 1:00 p.m. EST and 6:00 p.m. ~~EST Daylight Time/Central Standard Time~~, Monday through Friday.

The intermediate period for calendar months June through September is defined as being those hours between 11:00 a.m. EST and 1:00 p.m. EST and between 6:00 p.m. EST and 8:00 p.m. ~~EST Central Daylight Time/Central Standard Time~~, Monday through Friday.

The off-peak period for calendar months June through September is defined as being all hours not included above and all hours of the observed holidays of Independence Day and Labor Day.

MINIMUM MONTHLY BILL:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the applicable Base Charge.

TERM OF CONTRACT:

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months written notice by either party to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

~~Section No. VI~~
~~Second Revised Sheet No. 6.43.1~~
~~Canceling First Revised Sheet No. 6.43.1~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI
Second Revised Sheet No. 6.43.2
Canceling First Revised Sheet No. 6.43.2~~

PAGE	EFFECTIVE DATE
	March 29, 2019

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~~ISSUED BY: Charles S. Boyett~~

GULF POWER COMPANY

Section No. VI
Sixth Revised Sheet No. 6.44
Canceling Fifth Revised Sheet No. 6.44

PAGE	EFFECTIVE DATE
3 of 3	January 1, 2021

(Continued from Rate Schedule GSTOU, Sheet No. 6.43)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fifth-Sixth~~ Revised Sheet No. 6.45
Canceling ~~Fifth~~~~Fourth~~ Revised Sheet No. 6.45

**RATE SCHEDULE GSDT
GENERAL SERVICE - DEMAND
TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)**
URSC: GSDT

PAGE 1 of 5	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter. ~~Customers taking service under Rate GSDT may elect the critical peak option.~~

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Tenth-Eleventh~~ Revised Sheet No. 6.46
Canceling ~~TenthNinth~~ Revised Sheet No. 6.46

PAGE 2 of 5	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule GSDT, Sheet No. 6.45)

MONTHLY RATES:

Base Charge: ~~\$46.92~~ 63.27
Demand Charge: ~~\$3.35~~ 4.52-per kW of maximum demand plus;
~~\$3.77~~ 5.08-per kW of on-peak demand
Energy Charge: ~~1.800~~ 2.427¢ per kWh

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. ~~EST~~ ~~Central Daylight Time/Central Standard Time~~, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. ~~EST~~ ~~Central Standard Time/Central Daylight Time~~, Monday through Friday.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fourth-Fifth~~ Revised Sheet No. 6.47
Canceling ~~Fourth-Third~~ Revised Sheet No. 6.47

PAGE 3 of 5	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule GSDT, Sheet No. 6.46)

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand - The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month.
- (b) On-Peak Demand - The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Ninth-Tenth~~ Revised Sheet No. 6.48

Canceling ~~NinthEighth~~ Revised Sheet No. 6.48

PAGE 4 of 5	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule GSDT, Sheet No. 6.47)

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of ~~twenty-seventy-six~~ thirty-six (~~2736~~) cents per kW of the Customer's Maximum Demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this optional rate schedule by a Rate Schedule GSD Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.48.1
Canceling First Sheet No. 6.48.1

PAGE 5 of 5	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule GSDT, Sheet No. 6.48)

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION

See Sheet No. 6.31

STORM RESTORATION

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Eleventh~~^{Twelfth} Revised Sheet No. 6.49
Canceling ~~Eleventh~~^{Tenth} Revised Sheet No. 6.49

RATE SCHEDULE LPT

**LARGE POWER SERVICE – TIME-OF-USE CONSERVATION
(OPTIONAL SCHEDULE)**

URSC: GSLDT

PAGE	EFFECTIVE DATE
1 of 5	July 7, 2020

AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule LP for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Base Charge: ~~\$262.80~~\$364.90

Demand Charge: ~~\$2.54~~\$3.49-per kW of maximum demand plus;
~~\$9.87~~\$13.70-per kW of on-peak demand

Energy Charge: ~~0.926~~1.288¢ per kWh

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Ninth-Tenth~~ Revised Sheet No. 6.50
Canceling ~~NinthEighth~~ Revised Sheet No. 6.50

PAGE 2 of 5	EFFECTIVE DATE July 7, 2020
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(Continued from Rate Schedule LPT, Sheet No. 6.49)

MINIMUM MONTHLY BILLS:

In consideration of the readiness of the Company to furnish such service, no monthly bill shall be rendered for less than the Base Charge plus the Demand Charge.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. EST ~~Central Daylight Time/Central Standard Time~~, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST ~~Central Standard Time/Central Daylight Time~~, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Ninth-Tenth~~ Revised Sheet No. 6.51
Canceling ~~NinthEighth~~ Revised Sheet No. 6.51

PAGE 3 of 5	EFFECTIVE DATE July 7, 2020
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(Continued from Rate Schedule LPT, Sheet No. 6.50)

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand--The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month.
- (b) On-Peak Demand--The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of ~~thirty-six~~fifty (~~36~~50) cents per month per kilowatt (kW) of the Customer's highest billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Ninth-Tenth~~ Revised Sheet No. 6.52
Canceling ~~Ninth-Eighth~~ Revised Sheet No. 6.52

PAGE 4 of 5	EFFECTIVE DATE July 7, 2020
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(Continued from Rate Schedule LPT, Sheet No. 6.51)

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of ~~fifty-five-seventy-six~~ ~~(5576)~~ cents per month per kilowatt (kW) of the Customer's highest billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TERM OF CONTRACT:

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this rate schedule as an option by a Rate Schedule LP Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.52.1
Canceling First Sheet No. 6.52.1

PAGE 5 of 5	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule LPT, Sheet No. 6.52)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Tenth-Eleventh~~ Revised Sheet No. 6.53
Canceling ~~TenthNinth~~ Revised Sheet No. 6.53

RATE SCHEDULE PXT

LARGE HIGH LOAD FACTOR POWER SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSLDT1

PAGE	EFFECTIVE DATE
1 of 4	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

APPLICABILITY:

Applicable as an option to Rate Schedule PX for three phase lighting and power service to any customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

MONTHLY RATES:

Base Charge:	\$800.70 <u>1,473.71</u>
Demand Charge:	\$0.95 <u>1.75</u> -per kW of maximum demand plus; \$10.84 <u>19.95</u> -per kW of on-peak demand
Energy Charge:	On-Peak and Off-Peak Period: 0.429 <u>0.790</u> ¢ per kWh

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Tenth-Eleventh~~ Revised Sheet No. 6.54
Canceling ~~TenthNinth~~ Revised Sheet No. 6.54

PAGE 2 of 4	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule PXT, Sheet No. 6.53)

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. EST ~~Central Daylight Time/Central Standard Time~~, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST ~~Central Standard Time/Central Daylight Time~~, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

MINIMUM MONTHLY BILLS:

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus ~~\$14.14~~\$26.03 per kW of maximum billing demand.

DETERMINATION OF BILLING DEMAND:

- (a) Maximum Demand--The kilowatt (kW) billing demand for billing purposes shall be the maximum measured kW demand integrated over any fifteen minute interval during the current bill month but not less than 7500 kW.
- (b) On-Peak Demand--The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15 minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Third-Fourth~~ Revised Sheet No. 6.55
Canceling ~~ThirdSecond~~ Revised Sheet No. 6.55

PAGE 3 of 4	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule PXT, Sheet No. 6.54)

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of ~~eighteen-thirty-three (4833)~~ cents per month per kilowatt (kW) of the Customer's maximum billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TERM OF CONTRACT:

(1) Service under this rate schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Fifth Revised Sheet No. 6.56
Canceling Forth Revised Sheet No. 6.56

PAGE 4 of 4	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule PXT, Sheet No. 6.55)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ENERGY CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.57
Canceling First Revised Sheet No. 6.57

RATE SCHEDULE SBS

STANDBY AND SUPPLEMENTARY SERVICE

PAGE 1 of 8	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Applicable to any Customer which, having on-site generating equipment operated for other than emergency and/or test purposes, requests Standby or a combination of Standby and Supplementary Service. A Customer is required to take service under this rate schedule if its total on-site generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of its total on-site electrical load, and (3) is operated for other than emergency purposes.

Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

PROCEDURES:

Customers receiving service from this schedule must:

1. Execute a Standard Form of Contract for Electric Power identifying the Supplementary Service Capacity (NC) required to be maintained by the Company. In the event of a bona fide change in the Customer's maximum supplementary service requirements, the Supplementary Service Capacity (NC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the NC will be limited to two (2) each year.
2. Execute a Standby Service Agreement identifying the Standby Service Capacity (BC), not less than 100 kW, required to be maintained by the Company. In the event of a bona fide change in the Customer's standby service requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the BC will be limited to two (2) each year.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.58
Canceling First Revised Sheet No. 6.58

PAGE 2 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.57)

3. Execute a Standby Service Interconnection Agreement and reimburse the Company for any necessary additional metering costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

LIMITATION OF ABOVE 7,499 KW DEMAND RANGE FOR BILLING PURPOSES:

This billing range will be available only to Customers: (1) which have a BC or NC that is above 7,499 and (2) which are required to take service under this rate schedule pursuant to the criteria contained in the section on Applicability set forth above.

MONTHLY RATES:

Customers with a BC and NC that fall in two different demand (kW) ranges will be billed under the demand (kW) range applicable to the larger of the BC or NC. Should the maximum demand (kW) taken in a billing month exceed the sum of the BC and NC, except as provided below, a new BC reflecting this new actual maximum demand will be established. In Lieu of the new BC based on the newly established actual maximum demand, the Customer and the Company may by mutual agreement select a new BC and/or NC. This selection must be made before the normal billing for the month in which the newly increased maximum demand is established. The Customer would then be billed under the demand (kW) range of the larger of the new (if applicable) BC and NC.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI

~~Tenth~~Eleventh Revised Sheet No. 6.59

Canceling ~~Tenth~~Ninth Revised Sheet No. 6.59

PAGE 3 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.58)

A Standby Service Customer will be billed for electric service in accordance with the following charges:

Contract Demand:	<u>100 to 499 kW</u>	<u>500 to 7,499 kW</u>	<u>Above 7,499 kW</u>
Base Charge:	\$261.68 <u>\$262.06</u>	\$261.68 <u>\$262.06</u>	\$623.10 <u>\$624.00</u>
Demand Charge:			
Local Facilities Charge Per kW of BC and NC	\$2.93	\$2.65	\$0.93
On-Peak Demand Charge: Per kW of On-Peak kW up to NC	\$3.77 <u>\$3.78</u>	\$9.87 <u>\$9.88</u>	\$10.84 <u>\$10.86</u>
Plus the greater of:			
Reservation Charge:			
Per kW of BC or The Sum of the Daily On-Peak Standby Demand Charges:	\$1.38	\$1.38	\$1.41
Per kW per day of On-Peak kW in excess of NC	\$0.65	\$0.65	\$0.66
Energy Charge Per kWh:	3.028¢ <u>3.032¢</u>	3.028¢ <u>3.032¢</u>	3.028¢ <u>3.032¢</u>

Customers with zero (0) NC will not be subject to the On-Peak Demand Charge.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Third~~ Fourth Revised Sheet No. 6.60
Canceling ~~Third~~ Second Revised Sheet No. 6.60

PAGE 4 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.59)

PROVISION FOR LOWERING STANDBY SERVICE CAPACITY (BC):

The BC may be decreased by mutual agreement between the Customer and the Company provided the Customer has sufficiently demonstrated that its continuing requirements for Standby capacity are now less than the established BC. If the Customer's BC has been decreased and, within 12 months of such change, the Customer's BC increases through the operation of the provisions of this tariff, the Customer shall pay the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established BC or the BC in effect before the decrease. This adjustment will appear on the bill for the billing period in which the increased BC is first effective.

PROVISION FOR COORDINATED MAINTENANCE MONTHS (CMMs):

The Customer will be allowed up to a total maximum of four (4) billing months in the period September through May to be designated as Coordinated Maintenance Months (CMMs), subject to the approval of the Company. The Customer's request for designation of a particular month as a CMM should ordinarily be submitted six (6) months in advance. The Company, in its sole discretion, may accept a request submitted less than six (6) months in advance. The request for Company approval of a proposed CMM must be submitted in writing.

If the highest standby demand occurring during an approved CMM exceeds the Customer's BC, then this new higher BC will be used in the determination of the Reservation Charge for only the current month. For future billing periods, this new higher BC will be waived for purposes of the calculation of the Reservation Charge and the previous lower BC will be applicable. However, this new higher BC will be used in the determination of the Local Facilities Charge for the current month as well as future billing periods, except as provided under the paragraph entitled "Provision for Lowering Standby Service Capacity (BC)".

During an approved CMM, the Customer will not be billed for the Daily On-Peak Standby Demand Charges that would otherwise be applicable.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 P.M. EST and 9:00 P.M. EST ~~Central Daylight Time/Central Standard Time~~, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST ~~Central Standard Time/Central Daylight Time~~, Monday through Friday.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Second-Third~~ Revised Sheet No. 6.61
Canceling ~~Second-First~~ Revised Sheet No. 6.61

PAGE 5 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.60)

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

DETERMINATION OF STANDARD BILLING DEMAND:

On-Peak Demand - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated ~~fifteen-thirty~~ minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak but not to exceed the NC. This demand (kW) is not applicable to Customers contracting for and receiving zero (0) NC.

Daily On-Peak Standby Demand - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated ~~fifteen-thirty~~ minute demand to the nearest kilowatt (kW) in excess of the NC (if applicable) as measured during the peak hours of each day for each on-peak day of the billing period.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kW demand. This charge is applicable only to the Supplementary Service.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
~~Fourth-Fifth~~ Revised Sheet No. 6.62
Canceling ~~Fourth-Third~~ Revised Sheet No. 6.62

PAGE 6 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.61)

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of: five (5) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 100 to 499 kW demand range; or five (5) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range; and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the monthly rate will be subject to a discount of six (6) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of ~~seven-six~~ (76) cents per kilowatt (kW) of the demand used in the calculation of the Local Facilities Charge for those customers which are billed under the above 7,499 kW demand range and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TERM OF CONTRACT:

Service under this rate schedule shall be for a minimum period of five (5) years and shall continue thereafter from year to year until terminated by either party upon twenty-four (24) months written notice to the other.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Fifth Revised Sheet No. 6.63
Canceling Fourth Revised Sheet No. 6.63

PAGE 7 of 8	EFFECTIVE DATE January 1, 2021
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(Continued from Rate Schedule SBS, Sheet No. 6.62)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENERGY CONSERVATION:

See Sheet No. 6.36

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ENVIRONMENTAL COST:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.64
Canceling First Revised Sheet No. 6.64

PAGE 8 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule SBS, Sheet No. 6.63)

DEFINITIONS:

"Standby electric service" refers to backup or maintenance service or both.

"Backup service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

"Maintenance service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generating system.

"Supplementary service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

"Outage" means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

~~Section No. VI~~
~~Second Revised Sheet No. 6.65~~
~~Canceling First Revised Sheet No. 6.65~~

PAGE <u> </u> of <u> </u>	EFFECTIVE DATE March 29, 2019
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~~Section No. VI~~
~~Second Revised Sheet No. 6.66~~
~~Canceling First Revised Sheet No. 6.66~~

PAGE <u> </u> of <u> </u>	EFFECTIVE DATE March 29, 2019
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GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.67
Canceling Original Sheet No. 6.67

RATE SCHEDULE ISS

INTERRUPTIBLE STANDBY SERVICE (OPTIONAL RIDER)

PAGE 1 of 8	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company. Availability of service under this rate schedule to particular customers will be determined on a customer by customer basis in accordance with the maximum level of cost-effective non-firm load approved by order of the Florida Public Service Commission. Service under this rate schedule is subject to installation of equipment necessary for implementation.

APPLICABILITY:

To any Customer eligible for rate schedule (SS) having on-site generating equipment and requesting interruptible standby service. A Customer may not take service under this rate schedule in conjunction with firm supplementary service unless the two services are taken on electrically separate circuits through separate meters.

CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

LIMITATION OF SERVICE:

Resale of service not permitted hereunder. Interruptible Standby Service under this rate schedule is subject to immediate interruption during any time period that electric energy is needed to maintain service to the Company's firm service customers and any interruption is subject to the sole discretion of the Company.

PROCEDURES:

Customer receiving service under this schedule must:

1. Execute a Standard Contract for Electric Power which identifies the Supplementary Service Capacity (SC) which is required to be maintained by the Company and establishes a Rate Schedule for such Supplementary Service. In the event of a bona fide change in the customer's maximum supplementary requirements, the Supplementary Service Capacity (SC) for the future may be changed accordingly.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.68
Canceling Original Sheet No. 6.68

PAGE 2 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule ISS, Sheet No. 6.67)

2. Execute a Contract for Interruptible Standby Service which identifies the Interruptible Standby Service Capacity (IC) which is required to be maintained by the Company subject to interruption and reimburse the Company for any costs associated with equipment necessary for interrupting the Customer's electric service. In the event of a bona fide change in the customer's standby requirements, the Interruptible Standby Service Capacity (IC) for the future may be changed accordingly by mutual agreement.
3. Execute an Interconnection Agreement and reimburse the Company for any necessary additional metering and equipment costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

INTERRUPTIONS:

Service under this schedule may be interrupted at the sole discretion of the Company. The Company will endeavor to provide at least six (6) hours advance notice of an interruption, except when an interruption is deemed necessary in order to maintain service to the Company's firm service customers. Notification will be made by telephone and will be followed by written confirmation. In the event of an emergency, there may be no advance notification.

DETERMINATION OF STANDBY SERVICE (KW) RENDERED:

Where the customer takes supplementary service and standby service through a single meter, the amount of standby service (KW) taken by the customer shall be determined in the following manner:

Within three (3) days of an outage of the Customer's generating equipment, the Customer will notify the Company that such outage has occurred, will specify the amounts (KW) of Standby Service, if any, expected to be taken, and give an estimate of the expected duration of that outage. Within three (3) days after normal operations are restored, the Customer will notify the Company that operations are back to normal and Standby Service, if taken, is no longer required. On the day after the last day of each billing period, the Customer will provide the Company a written report specifying (1) the beginning date and time of each outage, (2) the ending date and time of each outage, (3) the daily maximum amount (KW) of Standby Service, if any, taken during each outage of the billing period, and (4) the daily on-peak period load reduction (KW) that is a direct result of the Customer's generation outage. If the Standby Service taken on a particular day occurs during an on-peak period as well as an off-peak period, then the daily maximum amount (KW) of Standby Service will be shown separately for each on-peak period and off-peak period. The information from this written report in combination

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GULF POWER COMPANY

Section No. VI
~~Second-Third~~ Revised Sheet No. 6.69
Canceling ~~SecondFirst~~ Revised Sheet No. 6.69

PAGE 3 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule ISS, Sheet No. 6.68)

with the Company's metered data will be applied to the formula shown below to determine the amount of daily Standby Service (KW) taken by the Customer during designated peak hours for each day during the outage. Provided, however, that at no time will the amount (KW) of daily Standby Service being taken by the Customer exceed the difference between the amount of load in KW ordinarily supplied by the Customer's generation and the minimum totalized Customer generation output (KW) occurring in any interval during the daily on-peak period of the current outage, and shall not exceed the total service (KW) being supplied by the Company.

Daily Standby Service (KW) =

The amount of load in KW ordinarily supplied by the Customer's generation.

Minus the Customer's daily generation output (KW) occurring during the on-peak period of the current outage.⁽¹⁾

Minus the daily on-peak period load reduction (KW) that is a direct result of the Customer's current generation outage.⁽¹⁾

All amounts (KW) of service supplied by the Company during such outage in excess of the amounts (KW) of Standby Service are to be treated as actual measured demand in the Determination of Billing Demand of the Rate Schedule established for Supplementary Service. In no event, shall Customer's demand (KW) billed as Standby Service also be billed as Supplementary Service.

(1) The Customer's daily generation output (KW) and daily on-peak period load reduction (KW) that are used in the formula must occur during the same 15 minute interval as the daily Standby Service (KW) that is used for billing purposes.

Where the Customer takes supplementary service and standby service through separate meters on electrically separate circuits, the amount of standby service (KW) taken by the customer shall be determined by the actual meter reading on the meter which measures the usage delivered through the standby service circuit.

MONTHLY CHARGES - STANDBY SERVICE:

Customer Charge - All standby service customers will pay the LP/LPT customer charge plus \$24.62 except for those taking supplementary service on PX/PXT for whom the charge should be the PX/PXT customer charge plus \$24.62.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Second-Third~~ Revised Sheet No. 6.70

Canceling ~~Second-First~~ Revised Sheet No. 6.70

PAGE	EFFECTIVE DATE
4 of 8	March 29, 2019

(Continued from Rate Schedule ISS, Sheet No. 6.69)

Demand Charges

Local Facilities Charge -

- a. For those customers who have contracted for standby service capacity not less than 100 KW nor more than 499 KW - \$1.66/KW of IC.
- b. For those customers who have contracted for standby service capacity not less than 500 KW nor more than 7499 KW - \$1.23/KW of IC.
- c. For those customers who have contracted for standby service capacity not less than 7500 KW - \$0.51/KW of IC.

Plus the Greater of:

The Reservation Charge: \$0.80 per KW times IC.

OR

The sum of the Daily Demand Charges for the month:

During the months of June through September, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.45/KW/day and the Daily Interruptible Standby Demand established during the peak hours of each day.

During the months of October through May, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.33/KW/day and the Daily Interruptible Standby Demand established during designated peak hours of each day.

Daily Demand Charge is not applied during days which do not include designated peak hours.

The IC to be used in the above calculations will be the greater of the Interruptible Standby Service Capacity (KW) in accordance with the Contract for Interruptible Standby Service or the maximum Interruptible Standby Service (KW) taken in the current and twenty-three (23) previous service months. This ratchet provision will be waived for the reservation charge if a change in the IC is a result of a maintenance outage which was fully coordinated in advance with the Company and did not include a peak hour(s) that determines the Company's IIC payments or revenues.

MONTHLY CHARGES - SUPPLEMENTARY SERVICE:

All charges and conditions as contained in the rate schedule which has been established in the Standard Contract for Electric Power will be applied to the Supplementary Service.

DETERMINATION OF THE ON-PEAK PERIOD:

The on-peak period for calendar months April through October is defined as being those hours between 12:00 P.M. EST and 9:00 P.M. ~~EST~~ Central Daylight Time/Central Standard Time, Monday through Friday.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Third~~Fourth Revised Sheet No. 6.71

Canceling ~~Third~~Second Revised Sheet No. 6.71

PAGE 5 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule ISS, Sheet No. 6.70)

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST ~~Central Standard Time/Central Daylight Time~~, Monday through Friday.

DETERMINATION OF THE OFF-PEAK PERIOD:

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

ENERGY CHARGES:

0.352¢/KWH applied to all Interruptible Standby Service KWH.

TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of twenty-seven (27) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 100 kw nor more than 499 kw or forty-one (41) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation, necessary to receive and use such service, the monthly rate will be subject to a discount of forty-eight (48) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of seven (7) cents per kilowatt (kw) of the demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 7500 kw and an additional one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.72
Canceling First Revised Sheet No. 6.72

PAGE 6 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule ISS, Sheet No. 6.71)

FUEL CHARGES:

Fuel Charges as shown in Rate Schedule CR for the rate schedule which has been established in the Standard Contract for Electric Power will be applied to all Interruptible Standby Service KWH.

TERM OF SERVICE:

Service under this rate schedule shall be for an initial period of five (5) or more years from the commencement of service under this rate schedule and shall continue thereafter from year to year until terminated by written notice as follows:

1. If the Customer wishes to transfer from non-firm to firm service, then the Customer must give five (5) years advance written notice in order to comply with FPSC Rule No. 25-6.0438, F.A.C. A different minimum notice can be used only with the approval of the FPSC.
2. If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Standby Service Agreement by giving thirty (30) days advance written notice to the Company.
3. The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Standby and Supplementary Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.73
Canceling First Revised Sheet No. 6.73

PAGE 7 of 8	EFFECTIVE DATE January 1, 2021
-----------------------	--

(Continued from Rate Schedule ISS, Sheet No. 6.72)

CHARGES FOR NON-COMPLIANCE WITH TERMS OF SERVICE:

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of five (5) years or without providing at least five (5) years written notice, the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kw times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Third Revised Sheet No. 6.74
Canceling Second Revised Sheet No. 6.74

PAGE 8 of 8	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule ISS, Sheet No. 6.73)

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

DEFINITIONS:

"Standby electric service" refers to backup or maintenance service or both.

"Backup service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

"Maintenance service" means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generation system.

"Supplementary service" means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

"Outage" means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Fifth Revised Sheet No. 6.75
Canceling Fourth Revised Sheet No. 6.75

RATE SCHEDULE RSVP

RESIDENTIAL SERVICE VARIABLE PRICING LIMITED AVAILABILITY RATE ELECTRIC VEHICLE CHARGING (Optional Schedule)

URSC: RS1

PAGE 1 of 4	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers enrolled in the EnergySelect® programs.

APPLICABILITY:

Applicable as an alternative to Rate Schedule RS for service used for domestic purposes and electric vehicle charging at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission.

INSTALLATION AND REMOVAL:

Energy management equipment will be installed at the Customer's residence upon the Customer's request for service under Rate Schedule RSVP at no charge to the Customer. Gulf Power will provide the necessary energy management equipment for use on the Customer's premises. Customer will provide Gulf Power and its agents with reasonable access to the premises for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
~~Eleventh-Twelfth~~ Revised Sheet No. 6.76
Canceling ~~Eleventh-Tenth~~ Revised Sheet No. 6.76

PAGE	EFFECTIVE DATE
2 of 4	March 29, 2019

(Continued from Rate Schedule RSVP, Sheet No. 6.75)

If a Customer moves into a residence with existing Company-owned energy management equipment, the Customer will receive service under Rate Schedule RSVP. The Customer will be given the option of remaining on Rate Schedule RSVP or moving to Rate Schedule RS. ~~If the Customer chooses Rate Schedule RS at that time, Company-owned energy management equipment will be removed free of charge.~~

CHARACTER OF SERVICE:

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

RATES:

Base Charge: ~~6482~~¢ per day

Energy Demand Charge:

Low Cost Hours (P₁): ~~4.8866~~.241¢ per kWh

Medium Cost Hours (P₂): ~~4.8866~~.241¢ per kWh

High Cost Hours (P₃): ~~4.8866~~.241¢ per kWh

Critical Cost Hours (P₄): ~~4.8866~~.241¢ per kWh

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fifth-Sixth~~ Revised Sheet No. 6.77
Canceling ~~Fifth~~~~Fourth~~ Revised Sheet No. 6.77

PAGE 3 of 4	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule RSVP, Sheet No. 6.76)

DETERMINATION OF PRICING PERIODS:

Pricing periods are established by season for weekdays and weekends in Eastern Standard Time. The pricing periods for price levels P₁, P₂, and P₃ are as follows:

May through October

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 6 A.M.	6 A.M. - 1 P.M. 6 P.M. - 11 P.M.	1 P.M. - 6 P.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

November through April

	<u>P₁</u>	<u>P₂</u>	<u>P₃</u>
Weekdays	11 P.M. - 5 A.M.	5 A.M. - 6 A.M. 10 A.M. - 11 P.M.	6 A.M. - 10 A.M.
Weekends	11 P.M. - 6 A.M.	6 A.M. - 11 P.M.	-----

The pricing periods for price level P₄ shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P₄.

The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:

- | | |
|------------------|---------------|
| New Year's Day | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Christmas Day |

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, a charge will be made of not less than the Base Charge.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Fifth Revised Sheet No. 6.78
Canceling Fourth Revised Sheet No. 6.78

PAGE 4 of 4	EFFECTIVE DATE January 1, 2021
-----------------------	--

(Continued from Rate Schedule RSVP, Sheet No. 6.77)

TERM OF CONTRACT:

The term of service under this rate shall be continued thereafter unless terminated by the customer with thirty days written notice.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

FUEL CHARGE:

See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:

See Sheet No. 6.35

ENVIRONMENTAL COST:

See Sheet No. 6.36

ENERGY CONSERVATION:

See Sheet No. 6.38

STORM PROTECTION:

See Sheet No. 6.31

STORM RESTORATION:

See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

**RATE SCHEDULE SP
SURGE PROTECTION
(Closed Schedule)**

Section No. VI

~~Third-Fourth~~ Revised Sheet No. 6.79

Canceling ~~Third-Second~~ Revised Sheet No. 6.79

PAGE 1 of 1	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company subject to equipment availability. In order to receive this service, the Customer must sign a Surge Protection Agreement (Form 16). ~~Available throughout the entire territory served by the Company on a first come first serve basis subject to equipment availability. In order to receive this service, the Customer must sign a Surge Protection Agreement (Form 16).~~

APPLICABILITY:

Applicable to any customer who is taking electric service under Rate Schedule RS, FLAT-1, GS, GSD, GSDT, or GSTOU with a single phase self contained meter and a 200 amp or smaller main electrical panel. Service hereunder includes regular maintenance and replacement of the whole house surge arrester equipment installed by the Company between the meter and the meter base.

MONTHLY RATES:

The Customer will pay the appropriate RS, FLAT-1, GS, GSD, GSDT, or GSTOU monthly rate in addition to the charge below:

Equipment Charge: \$3.45 per month

TERM OF AGREEMENT:

Service under this Rate Schedule shall be on a month-to-month basis and shall continue until terminated by notice of either party to the other. This tariff is closed.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Third-Fourth~~ Revised Sheet No. 6.80
Canceling ~~Third-Second~~ Revised Sheet No. 6.80

**RATE SCHEDULE RTP LIMITED
AVAILABILITY RATE REAL TIME
PRICING (~~OPTIONAL-CLOSED~~
SCHEDULE)**

PAGE 1 of 4	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months and contracted Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 500 kilowatts (kW).

APPLICABILITY:

Applicable for three phase service on an annual basis covering the entire electrical requirements of the customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

MONTHLY RATES:

Base Charge: ~~\$1,000.00~~ \$1,840.53

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Third Revised Sheet No. 6.81
Canceling Second Revised Sheet No. 6.81

PAGE 2 of 4	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule RTP Sheet No. 6.80)

Energy Charge: The RTP hourly energy prices are derived using the day ahead projection of Southern System Lambdas adjusted to recognize embedded costs. This price is determined as follows:

$$P = \lambda \times M + D$$

Where,

"P" = hourly price in ¢/KWH

"λ" = Southern Company territorial system Lambda, projected a day ahead for each hour of the day

"M" = multiplier which is used to adjust λ to recognize embedded costs

"D" = constant amount of 0.25¢/KWH added to each hourly price

"M" is determined as follows:

Generation and transmission embedded cost revenue requirements for Gulf Power's industrial customers are assigned to each of three periods, into which the year is divided¹. The total revenue requirement for each period is then divided by the total relevant energy sales (KWH) for each respective period, to arrive at a total revenue requirement on a cents per KWH basis for each of the periods. For each period, this revenue requirement (cents/KWH) is divided by the average of projected hourly Southern System Lambdas for that period. The result is a Multiplier, "M", for each of the three periods. These multipliers will be reviewed periodically and adjusted as needed.

"D" is determined as follows:

Total embedded distribution revenue requirements for Gulf Power's industrial customers are divided by the total annual energy sales (KWH) to derive this cents per kilowatt-hour (KWH) constant for each hour of the year. These distribution costs were not included in the determination of the multiplier (M).

¹ Revenue requirements here would not include fuel costs, energy conservation costs, purchased power capacity costs, or environmental costs.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Third Revised Sheet No. 6.82
Canceling Second Revised Sheet No. 6.82

PAGE 3 of 4	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule RTP Sheet No. 6.81)

MINIMUM BILL:

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.

REACTIVE DEMAND CHARGE:

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

NOTIFICATION OF HOURLY PRICES:

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

TERM OF CONTRACT:

Service under this rate schedule shall be for a period of one (1) year.

DEPOSIT:

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE BILLING:

See Sheet No. 6.37

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Fourth Revised Sheet No. 6.83
Canceling Third Revised Sheet No. 6.83

PAGE	EFFECTIVE DATE
4 of 4	January 1, 2021

(Continued from Rate Schedule RTP Sheet No. 6.82)

FUEL CHARGE:
See Sheet No. 6.34

PURCHASED POWER CAPACITY COST:
See Sheet No. 6.35

ENVIRONMENTAL COST:
See Sheet No. 6.36

ENERGY CONSERVATION:
See Sheet No. 6.38

STORM PROTECTION:
See Sheet No. 6.31

STORM PROTECTION:
See Sheet No. 6.25

GROSS RECEIPTS TAX ADJUSTMENT:
See Sheet No. 6.37

PAYMENT OF BILLS:
See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.84
Canceling First Revised Sheet No. 6.84

RATE SCHEDULE CIS

LIMITED AVAILABILITY EXPERIMENTAL RATE COMMERCIAL/INDUSTRIAL SERVICE (OPTIONAL RIDER)

PAGE 1 of 3	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available, at the Company's option, to non-residential customers currently taking service, or qualified to take service, under the Company's Rate Schedules applicable to loads of 500 KW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider.

This rider will be closed to further subscription by eligible customers when one of two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 200 megawatts of connected load, or (2) The Company has executed twelve CSAs with eligible customers under this rider. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Gulf Power is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Gulf Power.

APPLICABILITY:

Service provided under this optional rider shall be applicable to all, or a portion of, the Customer's existing or projected electric service requirements which would not be served by the Company but for the application of this rider and which would otherwise qualify for such service under the terms and conditions set forth herein. Such load (Qualifying Load) shall be determined by the Customer and the Company. Service furnished hereunder shall not be shared with or resold to others.

ISSUED BY: Charles Boyett

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.85
Canceling First Revised Sheet No. 6.85

PAGE
2 of 3

EFFECTIVE DATE
March 29, 2019

(Continued from Rate Schedule CIS, Sheet No. 6.84)

Qualifying Load must be served behind a single meter and must equal or exceed 500 kW.

Any Customer receiving service under this rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the Customer (through an affidavit signed by an authorized representative of the Customer) to the effect that, but for the application of this rider to the qualifying load, such load would not be served by the Company;
2. Other documentation, as requested by the Company, demonstrating that there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the Customer's taking electric service from the Company; and
3. In the case of existing Customers, an agreement to provide the Company with a recent energy audit of the Customer's physical facility (the Customer may have the audit performed by the Company at no expense to the Customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the Customer's cost of energy in addition to any discounted pricing provided under this rider.

CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions differ from the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.86
Canceling First Revised Sheet No. 6.86

PAGE 3 of 3	EFFECTIVE DATE March 29, 2019
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(Continued from Rate Schedule CIS, Sheet No. 6.85)

MONTHLY CHARGES:

Unless specifically noted in this rider or within the Contract Service Arrangement, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Base Charge: \$250.00

Demand/Energy Charges: Any negotiated Demand and/or Energy Charges, or the procedure for calculating the negotiated charges, under this rider shall be set forth in the Contract Service Arrangement and shall recover all incremental costs the Company incurs in serving the Customer's Qualifying Load plus a contribution to the Company's fixed costs.

Provisions and/or Conditions Associated with Monthly Charges: Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the Contract Service Arrangement and may be applied during all or a portion of the term of the Contract Service Arrangement. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy Charges negotiated under this rider for a specified period, such period not to exceed the term of the Contract Service Arrangement.

SERVICE AGREEMENT:

Each Customer shall enter into a Contract Service Arrangement ("CSA") with the Company to purchase the Customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA, "the entire requirements for electric service" may exclude certain electric service requirements served by the Customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, 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 is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Florida Public Service Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Second Revised Sheet No. 6.87
Canceling First Revised Sheet No. 6.87

RATE SCHEDULE BERS

BUILDING ENERGY RATING SYSTEM (BERS)

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

AVAILABILITY:

Available to all single-family residential buildings within Gulf Power's service territory excluding mobile (manufactured) homes.

APPLICABILITY:

Existing Home – Upon request, a state Certified Rater will perform an on-site energy audit and provide a BERS Certificate as outlined in Rule 9B-60 of the Florida Administrative Code.

New Home Construction – Upon request, a state Certified Rater will provide a BERS Certificate using the Florida Energy Efficiency Code for Building Construction Whole Building Performance Method A.

FEE SCHEDULE:

<u>Rating</u>	<u>New Home</u>	<u>Existing Home</u>
Class I	\$500.00	\$500.00
Class II	\$200.00	\$200.00
Class III	\$120.00	N/A

The foregoing fees assume the existence of residences having a single duct system and 2,000 square feet or less of conditioned living space. For residences having greater than 2,000 square feet of conditioned living space, an additional \$.10 per square foot of conditioned living space may be added to the fee. Similarly, for residences having more than one duct system, \$35.00 may be added to the fee for each additional duct system.

In addition to the above charges, a registration fee for each rating will be added as set forth by the state approved BERS registration agency (Florida Solar Energy Center).

TERMS OF PAYMENT:

The rating fee and registration fee shall be payable after the rating is completed but prior to delivery of the BERS certificate.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.88
Canceling Original Sheet No. 6.88

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Schedule BERS, Sheet No. 6.87)

DEFINITIONS:

BERS Rating Classifications:

Class I -- These ratings use site energy audit data plus on-site performance test data.

Class II -- These ratings use site energy audit data.

Class III -- These ratings are for new homes using building plans, construction documents and Energy Code compliance reports.

Existing Home – A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

Florida Energy Code Whole Building Performance A – A performance based Code compliance method, which considers energy use for the whole building, both the envelope and its major energy-consuming systems. Under this method, an As-Built home is compared to a Baseline house of the same configuration and orientation in that region of the state.

ISSUED BY: Charles S. Boyett

~~Section No. VI
Third Revised Sheet No. 6.89
Canceling Second Revised Sheet No. 6.89~~

PAGE __ of __	EFFECTIVE DATE March 29, 2019
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~~ISSUED BY: Charles S. Boyett~~

~~Section No. VI
Third Revised Sheet No. 6.90
Canceling Second Revised Sheet No. 6.90~~

PAGE ___ of ___	EFFECTIVE DATE March 29, 2019
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GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.91
Canceling Original Sheet No. 6.91

RATE SCHEDULE MBFC

MILITARY BASE FACILITIES CHARGE (OPTIONAL RIDER)

PAGE 1 of 1	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

Available throughout the entire territory served by the Company.

APPLICABILITY:

Military bases receiving electric service from the Company that are privatizing their utility facilities are eligible to receive service under this schedule at the discretion of the Company.

CHARACTER OF SERVICE:

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions supplement the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

MONTHLY CHARGE:

The negotiated Facilities Charge shall be set forth in the Facilities Agreement negotiated between the eligible customer and the Company. The negotiated Facilities Charge will be calculated by the Company to recover the costs associated with the acquisition of the facilities, the expenses related to operating and maintaining, the expenses incurred for administrative and general, and the applicable taxes. In addition, charges associated with negotiated terms and conditions in the Facilities Agreement shall be included in the Electric Facilities Charge.

FACILITIES AGREEMENT:

As a prerequisite for receiving service under this Rider, the customer shall execute a Facilities Agreement containing the specific agreement that has been negotiated between the Company and the Customer. Each specific agreement will contain a minimum term, a description of the facilities and any other customer-specific terms as needed under the particular circumstances.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
Fourth Revised Sheet No. 6.92
Canceling Third Revised Sheet No. 6.92

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
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Rate Rider LBIR
Large Business Incentive Rider
(Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
~~Second~~Third Revised Sheet No. 6.93
Canceling ~~Second~~First Revised Sheet No. 6.93

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Rider LBIR, Sheet No. 6.92)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 45% reduction in base demand and base energy charges
- Year 3 – 30% reduction in base demand and base energy charges
- Year 4 – 15% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a service agreement that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original ~~Contract~~ service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fourth-Fifth~~ Revised Sheet No. 6.94
Canceling ~~Fourth-Third~~ Revised Sheet No. 6.94

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
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Rate Rider MBIR Medium Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the ~~Contract~~ service agreement under this Rider.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI

~~Second-Third~~ Revised Sheet No. 6.95

Canceling ~~Second-First~~ Revised Sheet No. 6.95

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Rider MBIR, Sheet No. 6.94)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 40% reduction in base demand and base energy charges
- Year 2 – 30% reduction in base demand and base energy charges
- Year 3 – 20% reduction in base demand and base energy charges
- Year 4 – 10% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 25 full-time employees.
- (3) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original ~~Contract~~ service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Fourth-Fifth~~ Revised Sheet No. 6.96
Canceling ~~FourthThird~~ Revised Sheet No. 6.96

PAGE	EFFECTIVE DATE
1 of 2	March 29, 2019

Rate Rider SBIR Small Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the ~~Contract~~service agreement under this Rider.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~Second-Third~~ Revised Sheet No. 6.97
Canceling ~~Second-First~~ Revised Sheet No. 6.97

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Rider SBIR, Sheet No. 6.96)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 10 full-time employees.
- (3) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original ~~Contract~~ service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

~~Section No. VI
Fifth Revised Sheet No. 6.98
Canceling Fourth Revised Sheet No. 6.98~~

PAGE	EFFECTIVE DATE
1 of 3	January 1, 2021

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~~ISSUED BY: Tiffany Cohen~~

~~Section No. VI~~
~~Second Revised Sheet No. 6.99~~
~~Canceled First Revised Sheet No. 6.99~~

PAGE 2 of 3	EFFECTIVE DATE January 1, 2021
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~~ISSUED BY: Tiffany Cohen~~

~~Section No. VI~~
~~Second Revised Sheet No. 6.100~~
~~Canceling First Sheet No. 6.100~~

PAGE	EFFECTIVE DATE
	January 1, 2021

~~Reserved for Future Use~~

~~ISSUED BY: Tiffany Cohen~~

~~Section No. VI
First Revised Sheet No. 6.101 Canceling Original
Sheet No. 6.101~~

~~**RATE RIDER CS
COMMUNITY SOLAR
LIMITED AVAILABILITY EXPERIMENTAL RIDER
(OPTIONAL RIDER)**~~

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
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AVAILABILITY:

~~This Rate Rider is available to all Customers throughout the entire service area served by the Company on a first come first served basis subject to subscription availability. Multiple subscriptions may be purchased representing no more than the Customer's average annual energy consumption for the previous twelve month period. Power produced from community solar photovoltaic (PV) facilities may not be specifically delivered to the Customer, but will displace power that would have been otherwise produced from traditional generating facilities. Availability is limited to those Customers enrolled in the community solar program.~~

APPLICABILITY:

~~This optional rider is offered in conjunction with the applicable rates, terms, and conditions under which the Customer takes service from the Company.~~

RATE:

~~Subscription Fee: _____ \$99.00 per year~~

~~Five Year Contract Subscription Fee Option: _____ \$89.00 per year~~

BILL CREDIT:

~~Participating Customers will be eligible to receive a monthly bill credit for each subscription purchased. The monthly bill credit will be determined each calendar year and stated on an average monthly basis. The bill credit will be calculated using the projected hourly output of the program's PV facilities, the Company's projected hourly avoided energy costs, and the number of subscriptions needed to fully subscribe the program.~~

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

~~Section No. VI
First Revised Sheet No. 6.102
Canceling Original Sheet No. 6.102~~

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

~~(Continued from Rate Rider CS, Sheet No. 6.101)~~

~~**TERM OF SERVICE:**~~

~~Service under this rate rider shall be for a minimum period of one (1) year. The non-refundable subscription fee will automatically renew for the following year, unless the Customer notifies the Company otherwise at the time of the initial enrollment in the program.~~

~~**TAX ADJUSTMENT:**~~

~~See Sheet No 6.37~~

~~**FRANCHISE FEE BILLING:**~~

~~See Sheet No 6.37~~

~~**GROSS RECEIPTS TAX ADJUSTMENT:**~~

~~See Sheet No 6.37~~

~~**PAYMENT OF BILLS:**~~

~~See Sheet No 6.37~~

~~Service under this rate rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.~~

~~**ISSUED BY:** Charles S. Boyett~~

GULF POWER COMPANY

Section No. VI
~~Second-Third~~ Revised Sheet No. 6.103
Canceling ~~Second-First~~ Revised Sheet No. 6.103

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
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Rate Rider XLBIR Extra-Large Business Incentive Rider (Optional Rider)

AVAILABILITY:

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

APPLICABILITY:

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider XLBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the ~~Contract service agreement~~ under this Rider.

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~First~~Second Revised Sheet No. 6.104
Canceling ~~First~~Original Sheet No. 6.104

PAGE	EFFECTIVE DATE
2 of 2	March 29, 2019

(Continued from Rate Rider XLBIR, Sheet No. 6.103)

INCENTIVES:

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 53% reduction in base demand and base energy charges
- Year 3 – 47% reduction in base demand and base energy charges
- Year 4 – 40% reduction in base demand and base energy charges
- Year 5 – 33% reduction in base demand and base energy charges
- Year 6 – 27% reduction in base demand and base energy charges
- Year 7 – 20% reduction in base demand and base energy charges
- Year 8 – 13% reduction in base demand and base energy charges
- Year 9 – 7% reduction in base demand and base energy charges
- Year 10 – 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

TERM:

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original Contract service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

**Rate Rider CL
CURTAILABLE LOAD**

Section No. VI

~~First-Second~~ Revised Sheet No. 6.105

Canceling ~~FirstOriginal~~ Sheet No. 6.105

**LIMITED AVAILABILITY EXPERIMENTAL RIDER
(OPTIONAL RIDER)**

PAGE	EFFECTIVE DATE
1 of 5	March 29, 2019

AVAILABILITY:

Available throughout the entire territory served by the Company to Customers receiving electric service under Rate Schedules LP, LPT, PX, and PXT that commit to a minimum Non-Firm Demand of 4,000 kW. Customers cannot participate in Rate Rider CL in conjunction with the Critical Peak Option for Rate LPT. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription when the total Non-Firm Demand subject to executed Curtailable Load Service Agreements reaches 50 MW. Excepting contracts which have been signed before the termination date, service under this Rider shall terminate on December 31, ~~2024~~2023, unless extended by order of the Florida Public Service Commission.

APPLICABILITY:

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
~~First-Second~~ Revised Sheet No. 6.106
Canceling ~~First Revised~~~~Original~~ Sheet No. 6.106

PAGE 2 of 5	EFFECTIVE DATE March 29, 2019
----------------	----------------------------------

(Continued from Rate Rider CL, Sheet No. 6.105)

DETERMINATION OF CURTAILMENT PERIODS:

A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the Southern Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.

COMPLIANCE INCENTIVE:

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated ~~fifteen-thirty~~ (1530) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.

ISSUED BY: ~~Charles S. Boyett~~Tiffany Cohen

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.107
Canceling Original Sheet No. 6.107

PAGE 3 of 5	EFFECTIVE DATE March 29, 2019
------------------------------	--

(Continued from Rate Rider CL, Sheet No. 6.106)

DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.

CREDIT:

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

DEMONSTRATION PERIOD:

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.108
Canceling Original Sheet No. 6.108

PAGE 4 of 5	EFFECTIVE DATE March 29, 2019
-----------------------	---

(Continued from Rate Rider CL, Sheet No. 6.107)

SPECIAL PROVISIONS:

1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.
2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.
3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.
5. Customers who exit the program prior to the full expiration of their full contract term and who subsequently re-enter the program may only take service under the terms of their original contract until its expiration.
6. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.

TERM OF SERVICE:

Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.

If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. VI
First Revised Sheet No. 6.109
Canceling Original Sheet No. 6.109

PAGE 5 of 5	EFFECTIVE DATE March 29, 2019
------------------------------	--

(Continued from Rate Rider CL, Sheet No. 6.108)

TAX ADJUSTMENT:

See Sheet No. 6.37

FRANCHISE FEE

BILLING:

See Sheet No. 6.37

ENERGY

CONSERVATION:

See Sheet No. 6.38

GROSS RECEIPTS TAX ADJUSTMENT:

See Sheet No. 6.37

PAYMENT OF BILLS:

See Sheet No. 6.37

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section VI
Original Sheet No. 6.110

PAGE 1 of 3	EFFECTIVE DATE
-----------------------	-----------------------

RATE SCHEDULE: OSP-1
SUPPLEMENTAL POWER SERVICES RIDER
(OPTIONAL RIDER)

AVAILABILITY:

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expire December 31, 2025, unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider expires.

APPLICABILITY:

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

LIMITATION OF SERVICE:

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section VI
Original Sheet No. 6.111

PAGE	EFFECTIVE DATE
2 of 3	

(Continued):

MONTHLY SERVICE PAYMENT:

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fuel expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.

Fuel expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected fuel costs, and will be in addition to the Monthly Service Payment. Fuel expense will be based upon an estimate of the cost of fuel consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administrative expenses and taxes applicable to Company's acquisition, storage and delivery of the fuel. Actual fuel expenditures will be reconciled to projected fuel revenues annually and any differential will be incorporated into the following twelve (12) month fuel charge component.

REVISIONS TO MONTHLY SERVICE PAYMENT:

In addition to annual revisions to fuel expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Section VI
Original Sheet No. 6.112

PAGE	EFFECTIVE DATE
3 of 3	

(Continued):

TERM OF SERVICE:

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

RULES AND REGULATIONS:

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Original Sheet No. 6.113

<u>PAGE</u>	<u>EFFECTIVE DATE</u>
<u>1 of 2</u>	

Existing Facility Economic Development Rider - EFEDR

AVAILABILITY:

In all areas served.

This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 25 new full-time jobs per 350 kW.

Initial application for this Rider is not available to existing load. However, 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 EFEDR and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, or strike. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light Company system to another on the Florida Power and Light Company system.

The load and employment requirements under the Rider must be achieved at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Business Incentive Riders (BIRs), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426

F.A.C. Service under this rider may not be combined with service under a BIR.

New service requiring installation of additional facilities may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction.

DEFINITION:

New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacant for more than six months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.

ISSUED BY: Tiffany Cohen

GULF POWER COMPANY

Original Sheet No. 6.114

<u>PAGE</u>	<u>EFFECTIVE DATE</u>
<u>2 of 2</u>	

(Continued from 6.113)

DESCRIPTION:

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

- Year 1 – 25% reduction in base demand and energy charges*
- Year 2 – 20% "
- Year 3 – 15% "
- Year 4 – 10% "
- Year 5 – 5% "

* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSDT, GSTOU, LP, LPT, PX or PXT.

TERM OF SERVICE:

The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

RULES AND REGULATIONS:

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

ISSUED BY: Tiffany Cohen

Section VII
Standard Contract Forms

GULF POWER COMPANY

Section No. VII
Twenty-~~First~~Second Revised Sheet No. 7.1
Canceling ~~Twenty-First~~Twentieth Revised Sheet No.7.1

INDEX OF STANDARD CONTRACT FORMS

PAGE 1 of 2	EFFECTIVE DATE March 29, 2019
----------------	---

<u>Contract</u>	<u>Description</u>	<u>Sheet No.</u>
Form 1	Contract for Electric Service Deleted	7.3
Form 2	Contract for Electric Service for Resale Deleted	7.5
Form 3	Contract for Seasonal Electric Power Deleted	7.11
Form 4	Outdoor Service – Lighting Pricing Methodology - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.13
Form 5	Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.16
	Contract for Government Owned and Operated Housing Deleted	7.17
Form 7	Equipment Facilities Rental Lease and Maintenance Service Agreement	7.23
Form 8	Agreement for Underground Electric Construction by the Utility	7.24
Form 9	Agreement for Underground Construction Standards	7.25
Form 10	Application for Underground Service in an Overhead Area	7.27
Form 11	Deleted	
Form 12	Request for Interconnection of Customer Owned Generation Deleted	7.29
Form 13	Standby Service Agreement	7.30
Form 14	Standby Service Interconnection Agreement	7.35
Form 15	Agreement for Residential Advanced Energy <u>Management Select</u> Program	7.41
Form 16	Surge Protection Agreement - Rate Schedule SP <u>(Closed Rate)</u>	7.42
Form 17	Application for Underground Cost Estimate	7.43
Form 18	Guaranty Agreement Deleted	7.44
Form 19	Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.45
Form 20	Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.47
Form 21	Optional Up Front Payment of Additional Facilities - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.48
Form 22	Commercial/Industrial Service Rider	7.49
Form 23	Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II)	7.54
Form 24	Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II) <u>(Closed Schedule)</u>	7.55
Form 25	Landlord "Leave Service Active" Agreement Deleted	7.57
Form 26	Master Contract for Electric Service Deleted	7.59
Form 27	Premises Exhibit to Master Contract for Electric Service Deleted	7.61

ISSUED BY: Charles S. Boyett Tiffany Cohen

GULF POWER COMPANY

Section No. VII
~~Sixth-Seventh~~ Revised Sheet No. 7.2
Canceling ~~SixthFifth~~-Revised Sheet No. 7.2

PAGE 2 of 2	EFFECTIVE DATE March 29, 2019
-----------------------	--

<u>Contract</u>	<u>Description</u>	<u>Sheet No.</u>
Form 28	Certificate of Compliance – Small Power Generation Systems	7.62
Form 29	Community Solar Customer Five-Year Participation Agreement Deleted	7.63
Form 30	Curtailable Load Service Agreement	7.66
<u>Form 31</u>	<u>Electric Service and Meter Socket Requirements</u>	<u>7.69</u>
<u>Form 32</u>	<u>Optional Supplemental Power Services Agreement</u>	<u>7.70</u>
<u>Form 33</u>	<u>Non-Residential Optional Supplemental Power Services Agreements</u>	<u>7.78</u>
<u>Form 34</u>	<u>Existing Facility Economic Development Rider Service Agreement</u>	<u>7.88</u>
<u>Form 35</u>	<u>Easement</u>	<u>7.89</u>
<u>Form 36</u>	<u>Business Incentive Rider</u>	<u>7.97</u>
<u>Form 37</u>	<u>Medically Essential Service</u>	<u>8.01</u>
<u>Form 38</u>	<u>Performance Guarantee</u>	<u>8.03</u>

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

GULF POWER COMPANY

~~Section No. VII
Second Revised Sheet No. 7.3~~

~~Canceling First Revised Sheet No. 7.3~~

~~GULF POWER COMPANY CONTRACT
FOR ELECTRIC SERVICE~~

~~Form 4~~

~~THIS CONTRACT for electric service is entered into this _____ day of _____,
("Effective Date") between Gulf Power Company ("Company") and _____ ("Customer").~~

~~INCONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:~~

~~1. Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.~~

~~2. Rules, Regulations and Rates. Florida state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Florida Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and rate schedules are subject to change during the term of this contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.~~

~~3. Term. The term of this Contract shall be _____ () year(s) from the commencement of electric service under this Contract. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.~~

~~4. Service to Premises.~~

~~The characteristics of the service to be furnished under this Contract are as follows:~~

- ~~a. Premises location: _____~~
- ~~b. Frequency: Approximately sixty (60) hertz~~
- ~~c. Voltage and Phase: _____~~
- ~~d. Delivery Point _____~~
- ~~e. Rate Schedule(s): _____~~
- ~~f. Service level: () transmission () primary () secondary~~
- ~~g. Rate Rider(s): _____~~
- ~~h. Commencement of electric service not later than: _____~~
- ~~i. Contract Capacity: _____~~
- ~~j. Minimum billing demand: _____~~

~~5. Payment During the term of this Contract, Customer will pay monthly charges calculated in accordance with the applicable rules, regulations and rate schedules.~~

~~6. Equipment Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.~~

~~ISSUED BY: Travis Bowden EFFECTIVE: June 27, 2000~~

GULF POWER COMPANY

~~Section No. VII
Second Revised Sheet No. 7.4
Canceling First Revised Sheet No. 7.4~~

~~7. Limitation of Liability Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.~~

~~8. Assignment of Contract Customer shall not assign this Contract without written consent of Company.~~

~~9. Remedies in the event of default by either party, the non defaulting party may pursue any and all judicial and administrative remedies and relief available.~~

~~10. Non-waiver: The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.~~

~~11. Additional Provisions Additional terms and conditions relating to the provision of service to the premises identified in paragraph 4 herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein. The following such terms and conditions are attached hereto and incorporated herein by reference:~~

~~_____~~
~~_____~~
~~_____~~

~~12. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This Contract, upon becoming effective, shall cancel and supersede any previously existing agreement covering supply by Company to Customer of electric energy to the premises identified in paragraph 4 herein. This document, those documents incorporated by reference, and any attachments constitute the entire agreement between the parties. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.~~

~~**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be executed by their duly authorized representatives, as of the Effective Date hereof.~~

~~_____ **GULFPOWERCOMPANY**~~

~~By: _____ By: _____~~

~~Title: _____ Title: _____~~

~~ISSUED BY: Travis Bowden EFFECTIVE: June 27, 2000~~

GULF POWER COMPANY

Section No. VII
First Revised Sheet No. 7.5
Canceling Original Sheet No. 7.5

GULF POWER COMPANY
CONTRACT FOR ELECTRIC SERVICE FOR RESALE
Form 2

This Agreement made and entered into this _____ day of _____, by and between GULF POWER COMPANY, hereinafter referred to as the ¹¹ Company ¹¹ a corporation organized and existing under and by virtue of the laws of the State of Florida and _____ hereinafter referred to as the ¹¹ Consumer, an electric membership corporation organized and existing under and by virtue of the laws of Florida.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto contract and agree with each other as follows: namely:

Terms:

1. The Company agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and receive from the Company, all of the electric energy, as hereinafter described, which the Consumer may require during the term of this agreement.

Service:

2. The electric energy to be supplied by the Company hereunder shall be what is commonly known as alternating current of approximately 60 cycles per second three phase, _____ wire, and delivered and metered at approximately _____ volts.

3. The Company agrees to deliver _____ kilovolt-amperes of said electric energy at _____

Switching Station:

4. The Company shall install, own, and maintain all switching and protective equipment which may reasonably be necessary to enable the Consumer to receive and use the electric energy hereunder at line voltage and to protect the system of the Company. In no event shall there be a differential of more than 25% between the current flowing in any two phases at the time of the Consumer's maximum monthly demand. If such a differential of more than 25% shall occur, then the Consumer agrees to correct such excessive differential within 60 days after receipt of written notice from the Company.

The Company shall install, own, and maintain the necessary meters and metering equipment, and make all final connections to its system at the point of delivery.
ISSUED BY: Susan Story _____ EFFECTIVE: December 6, 2005

GULF POWER COMPANY

~~Section No. VII
Original Sheet No. 7.6~~

Rate:

~~5.—The Consumer hereby agrees to pay to the Company monthly for each month during the term of this contract, and every renewal thereof, for electric energy delivered to the Consumer by the Company at the rates and under the terms and conditions set forth in Schedule "RA" attached to and made a part of this Agreement.~~

Payment of Bills:

~~6.—Meter shall be read by a representative of the Company regularly at intervals of approximately thirty (30) days, and bills for energy furnished hereunder shall be rendered by the Company to the Consumer monthly. Payment for all electric energy which shall be delivered under the provisions of this contract shall be payable at the office of the Company in the State of Florida within fifteen (15) days after the bill therefor shall have been mailed to the Consumer. If such due date falls on a Sunday or a holiday, the bill shall be due on the next day following such Sunday or holiday.~~

Meter Adjustments:

~~7.—Each meter used in determining the demand for or amount of electric energy supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Company at intervals of not to exceed twelve (12) months. If a meter shall be found incorrect or inaccurate, it shall be restored to accurate condition or a new meter shall be substituted.~~

~~8.—The Consumer shall have the right to request that a special meter test be made at any time. If any test made at Consumer request discloses that the meter tested is registering correctly, or within 2% of normal, Consumer shall bear the expense of such test. The expense of all other tests shall be borne by the Company.~~

~~9.—The results of all such tests and calibrations shall be open to examination by the Consumer and a report of every test shall be furnished immediately to the Consumer. Any meter tested and found to be not more than 2%, above or below normal shall be considered to be correct and accurate insofar as correction of billing is concerned. If, as a result of any test, any meter is found to register in excess of 2% either above or below normal, then the readings of such meter previously taken for billing purposes shall be corrected according to the percentage of inaccuracy so found, but no such correction shall extend beyond ninety days previous to the day on which inaccuracy is discovered by such test.~~

~~10.—For any period that a meter is found to have failed to register, it shall be assumed that the demand established, or electric energy delivered, as the case may be, during said period is the same as that for a period of like operation to be agreed upon by the parties hereto during which such meter was in service and operating.~~

Form 2

ISSUED BY: ~~Susan Story~~

EFFECTIVE: ~~December 6, 2005~~

~~Section No. VII
Original Sheet No. 7.7~~

~~Construction Standards:~~

~~The Consumer agrees that it will maintain unity power factor as nearly as practicable, and further agrees to construct and maintain its distribution lines in accordance with REA requirements but not less than specifications at least equal to those provided by the National Electric Safety Code of the United States Bureau of Standards.~~

~~Right of Access:~~

~~Each party will give all necessary permission to each other to enable the agents of the other party to carry out this contract, and will give each other the right by their duly authorized agents and employees to enter the premises of the other at all reasonable times for the purposes of reading or checking meters; for inspecting, testing, repairing, renewing or exchanging any or all of its equipment which may be located on the property of the other or performing any other work incident to rendering the service hereby contracted for.~~

~~Continuity of Service:~~

~~In the event that the Company is delayed in the delivery of electric energy hereunder by strike, riot, invasion, fire, flood, explosion, breakdown, act of God, or the public enemy, or any cause beyond its control, the time fixed for the commencement of delivery of electric energy hereunder shall be correspondingly extended. The Company shall not be liable to the Consumer hereunder, nor shall the Consumer be liable to the Company hereunder, by reason of failure of the Company to deliver, or the Consumer to receive electric energy as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God or the public enemy, interruptions incident to the construction or repair of the Company's facilities but such service interruption periods shall be mutually agreed upon in advance by the parties hereto, or other acts beyond the control of the party affected, it being the intention of each party to relieve the other of the obligation to supply energy or to receive and pay for energy when, as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the electric energy herein contracted to be delivered or received. Both parties shall be prompt and diligent in removing and overcoming the cause of causes of said interruption, but nothing hereunder contained shall be construed as permitting the Company to refuse to deliver, or the Consumer to refuse to receive electric energy after the cause of interruption has been removed.~~

~~The Company does not Guarantee that the supply of electric energy hereunder will be free from interruption, and it is agreed that interruption of the Company's service, occasioned by any of the causes mentioned in the foregoing paragraph, shall not constitute a breach of this contract on the part of the Company, and the Company shall not be liable to the Consumer for damages resulting therefrom. In the event of interruption to service the Company will restore the service as soon as it can reasonably do so, and will at all times exert itself toward the end of supplying as nearly constant service as is reasonably practicable. In case of impaired or defective service, the Consumer shall immediately give notice to the nearest office of the Company by telephone, confirming such notice in writing on the same date such notice is given.~~

~~ISSUED BY: Susan Story~~

~~EFFECTIVE: December 6, 2005~~

~~Section VII
Original Sheet No. 7.8~~

~~Continuity of Service: (continued)~~

~~Liability for Damage:~~

~~15. The electric energy supplied under this Agreement is supplied upon the express condition that after it passes the metering equipment of the Company, or the point of delivery, it becomes the property of the Consumer and the Company shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of the said electric energy on the Consumer's premises, or elsewhere, after it passes the point of delivery to the Consumer, except where such loss or damage shall be shown to have been occasioned by negligence of the Company, its agents or employees in operating and maintaining the Company's property used in supplying service hereunder. The Consumer agrees to keep its lines, apparatus, appliances and all other equipment in a safe condition and will and does hereby agree to indemnify and save harmless the Company from the payment of any sum or sums of money to any person whomsoever, including attorney's fee and court costs, which it may be called upon to pay on account of damages of property or fatal or personal injuries to individuals resulting from or which may be in any way caused by the condition, operation and maintenance of the lines, apparatus, appliances and other equipment belonging to the Consumer. Provided, however, that this agreement to indemnify and save harmless the Company shall not apply to damages or injuries caused or contributed to by the negligence of the Company.~~

~~It is understood and agreed that the Consumer will deliver to the Company, at least fifteen (15) days prior to the beginning of service hereunder, a certified copy or duplicate original of an insurance policy, issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Company and the Consumer against all liability and expense on account of claims and suits for injuries of damages to person or property arising out of the service rendered to or by the Consumer, as follows:~~

~~(a.) Public liability insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$25,000 for injuries, including wrongful death to any one person, and, subject to the same limit for each person, in an amount not less than \$50,000 for injuries, including wrongful death to two or more persons on account of one accident.~~

~~(b.) Property damage insurance in the amount specified in the mortgage contract between the Consumer and the United States of America, but in no event less than \$10,000 to cover damages to one person's property or arising out of one accident for injuries to more than one person's property.~~

~~Form 2~~

~~ISSUED BY: Susan Story~~ _____ ~~EFFECTIVE: December 6, 2005~~

~~Section No. VII~~
~~First Revised Sheet No. 7.9~~
~~Canceled Original Sheet No. 7.9~~

Liability for Damage: (Continued)

~~The Consumer agrees to pay all premiums and other charges due on said policies and keep said policies in force during the entire life of this contract. Provided, however, that the Company agrees to pay that part of the premiums on the above policies which is in excess of the amount that the Consumer would be charged if it were the sole beneficiary thereunder.~~

~~Duplication of Facilities:~~

~~16. Neither party shall duplicate the other's facilities except insofar as such duplication shall be necessary in order to transmit electrical energy between unconnected points on its lines. When such duplicating facilities are so constructed they shall not be used by the party owning them to serve existing customers served by or prospective customers immediately adjacent to the existing facilities so the other party. Neither party shall distribute or furnish electrical energy to anyone who, at the time of the proposed service, is receiving electrical service from the other part or to any farm, residential or commercial customer whose premises are capable or bein deserved by the exist ing facilities of the other without extension of its distribution system beyond a distance of two tenths of a mile; provided, however, the Company shall have the right to serve direct any unserved or new customer, having a demand of 150 kilovolt-amperes or more.~~

~~Resale:~~

~~17. The electric energy purchased by the Consumer from the Company shall be distributed by the Consumer solely to ultimate users and such energy shall not be sold or offered for sale by the Consumer to any person, firm, municipal or other corporation or association for subsequent resale without Written consent of the Company.~~

~~Service to Towns:~~

~~Neither the Constnner nor the Company shall furnish or offer to furnish electric energy to any prenises within the limits of an incorporated town in or to which the other supplies such service, except where the other refuses to furnish such service, or where it is mutually agreed in writing that the Consumer or the Company may furnish such service.~~

~~Discontinuanace of Service:~~

~~18. Whenever the Consumer has violated any of the terms of this contract, or has failed to pay any bill accruing under this contract on or before the fifteenth day after the due date of such billing, the company may discontinue the supply of eletric energy, provided at least fifteen (15) days written notice has been given of such intention to discontinue the service, unless the Consumer shall correct such violation or shall pay such bill, before the expiration of such fifteen (15) days notice.~~

~~Term of Agreement:~~

~~20 . This Agreement shall become effective on the date first above written or in the case of a never connection, on the date of connection of the systan of the Company to the system of the Consumer and shall remain in effect for a period of five years from the said date and thereafter, from year to year, unless and until at least six months prior to the expiration of the initial five year period, or any subsequent year, either party shall notify the other in writing of its desire to terminate the Agreeent on the expiration of the peiod or year.~~

Form 2

~~ISSUED BY: Susan Story~~

~~EFFECTIVE: December 6, 2005~~

Section No. VII
Original Sheet No. 7.10

~~Term of Agreement: (continued)~~

~~21. ALL previous communications between the parties hereto, both verbal and written, with reference to the subject matter of this Agreement, will be abrogated when the parties execute this Agreement, and no modification hereof shall be binding unless it shall be in writing duly accepted by the Consumer and approved by an officer of the Company.~~

~~IN WITNESS WHEREOF: The Parties hereto have caused this instrument to be executed by their respective authorized officials.~~

By: _____
President

Attest:

Secretary

GULF POWER COMPANY

By: _____
President

Attest:

Secretary

Form 2

ISSUED BY: ~~Susan Story~~

EFFECTIVE: ~~December 6, 2005~~

~~Section Vii~~
~~Second Revised Sheet No. 7.11~~
~~Canceling First Revised Sheet No. 7.11~~

~~Reserved for Future Use~~

~~ISSUED BY: S. W. Connally, Jr.~~

~~EFFECTIVE: January 1, 2014~~

~~Section VII~~
~~Second Revised Sheet No. 7.12~~
~~Canceling First Revised Sheet No. 7.12~~

Reserved for Future Use

ISSUED BY: ~~S. W. Connaflly, Jr.~~

EFFECTIVE: ~~January 1, 2014~~

GULF POWER COMPANY

Section VII
~~Eleventh-Twelfth~~ Revised Sheet No. 7.13
Canceling ~~Eleventh-Tenth~~ Revised Sheet No. 7.13

GULF POWER COMPANY
OUTDOOR SERVICE - LIGHTING PRICING METHODOLOGY
MONTHLY RATES - Rate Schedule OS (Part I/II)
Form 4

SECTION A - LED FIXTURES

(Closed Schedule)

Total Unit Cost		
Fixture Cost		\$0.00
Arm Cost		\$0.00
Bulb Cost		\$0.00
Photocell Cost		\$0.00
	SUBTOTAL	\$0.00
0.000 Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour		\$0.00
	SUBTOTAL	\$0.00
35.0% Engineering & Supervision Overheads		\$0.00
	UNIT COST TOTAL	\$0.00
Fixture Charge		
Fixed Charge = (15.235% x Unit Cost Total)/12 Months		\$0.00
Revenue Tax = Fixed Charge x 0.000721		\$0.00
	FIXTURE CHARGE	\$0.00
Maintenance Charge		
Average Annual Bulb Failure Rate:	0.0%	
- Bulb Life (in hours)	Failure Rate = (Ann. Burn Hrs / Bulb Life)	
- Annual Burn hours		
Photocell Replacement = (Photocell Cost + Labor) x Photocell Failure Rate/12 Months		\$0.00
- Photocell Life (in hours)	Failure Rate = (Ann. Burn Hrs / Photocell Life)	
\$ - Photocell Cost	= 0	
- Photocell Replacement Labor Hrs		
Driver Replacement = (Driver Cost + Labor) x Driver Failure Rate/12 Months		\$0.00
- Driver Life (in hours)	Failure Rate = (Ann. Burn Hrs / Driver Life)	
\$ - Driver Cost	= 0	
- Driver Replacement Labor Hrs		
Surge Protection Device (SPD) Replacement = (SPD Cost + Labor) x SPD Failure Rate/12 Months		\$0.00
- SPD Life (in hours)	Failure Rate = (Ann. Burn Hrs / SPD Life)	
\$ - SPD Cost	= 0	
- SPD Replacement Labor Hrs		
Luminaire Repair Cost =		
[Man-hours to Remove of 0.36 @ \$62.05/Manhour + Unit Cost Total]		
x 6.7% Annual Luminaire Failure Rate/12 Months		\$0.00
	SUBTOTAL	\$0.00
Revenue Tax = Fixed Charge x 0.000721		\$0.00
	MAINTENANCE CHARGE	\$0.00
Energy Charge		
0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =		
0 kWh @ \$0.02517/kWh		
	ENERGY CHARGE	\$0.00

EFFECTIVE:

PRICE SUMMARY	
Fixture Charge	\$0.00
Maintenance Charge	\$0.00
Energy Charge	\$0.00
TOTAL MONTHLY CHARGE PER FIXTURE	\$0.00

ISSUED BY: S.W. Connally, Jr. Tiffany Cohen

EFFECTIVE: January 1, 2019

GULF POWER COMPANY

Section VII
~~Fourth-Fifth~~ Revised Sheet No. 7.13.1
Canceling ~~Fourth-Third~~ Revised Sheet No. 7.13.1

Form 4 (Continued)
(Closed Schedule)

SECTION A-1 - Non-LED FIXTURES

Total Unit Cost		
Fixture Cost		\$0.00
Arm Cost		\$0.00
Bulb Cost		\$0.00
Photocell Cost		\$0.00
	SUBTOTAL	\$0.00
Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour		\$0.00
	SUBTOTAL	\$0.00
35.0% Engineering & Supervision Overheads		\$0.00
	UNIT COST TOTAL	\$0.00
Fixture Charge		
Fixed Charge = (15.235% x Unit Cost Total)/12 Months		\$0.00
Revenue Tax = Fixed Charge x 0.000721		\$0.00
	FIXTURE CHARGE	\$0.00
Maintenance Charge		
Average Annual Bulb Failure Rate: 0.0%		
- Bulb Life (in hours)	Failure Rate = (Ann. Burn Hrs / Bulb Life)	
- Annual Burn hours		
Spot Rebulb Cost = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12Months		\$0.00
Luminaire Repair Cost = [Man-hours to Remove of 0.36 @ \$62.05 Manhour + Unit Cost Total] x 6.7% Annual Luminaire Failure Rate/12 Months		\$0.00
	SUBTOTAL	\$0.00
Revenue Tax = Subtotal x 0.000721		\$0.00
	MAINTENANCE CHARGE	\$0.00
Energy Charge		
Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) = 0 kWh @ \$0.02517/kWh	ENERGY CHARGE	\$0.00

PRICE SUMMARY	
Fixture Charge	\$0.00
Maintenance Charge	\$0.00
Energy Charge	\$0.00
TOTAL MONTHLY CHARGE PER FIXTURE	\$0.00

ISSUED BY: S. W. Connally, Jr. Tiffany Cohen

EFFECTIVE: January 1, 2019

GULF POWER COMPANY

Section VII
~~Seventh-Eighth~~ Revised Sheet No. 7.14
Canceling ~~Seventh-Sixth~~ Revised Sheet No. 7.14

Form 4 (Continued)
(Closed Schedule)

SECTION B - POLES AND ADDITIONAL FACILITIES

Total Unit Cost		
Material Cost of Pole or Additional Facility		\$0.00
0.000 Man-hours to Install Pole/Additional Facility @\$62.05/Manhour		\$0.00
	SUBTOTAL	\$0.00
35.0% Engineering & Supervision Overheads		\$0.00
	UNIT COST TOTAL	\$0.00
Pole/Additional Facility Charge		
Fixed Charge = (15.235% x Unit Cost Total)/12 Months		\$0.00
Revenue Tax = Fixed Charge x 0.000721		\$0.00
	MONTHLY POLE/ADDITIONAL FACILITY CHARGE PER UNIT	\$0.00

ISSUED BY: ~~S. W. Connally, Jr.~~ Tiffany Cohen

EFFECTIVE: ~~July 1, 2017~~

GULF POWER COMPANY

Section VII
~~Eleventh-Twelfth~~ Revised Sheet No. 7.15 Canceling
~~Eleventh-Tenth~~ Revised Sheet No. 7.15

Form 4 (Continued)
(Closed Schedule)

SECTION C - RELAMPING SERVICE AGREEMENT

Bulb and Photocell Cost		
Bulb Cost		\$0.00
Photocell Cost		\$0.00
BULB AND PHOTOCCELL COST		\$0.00
Relamping Charge		
Average Annual Bulb Failure Rate:	0.0%	
- Bulb Life (in hours)	Failure Rate = (Ann. Burn Hrs / Bulb Life)	
- Annual Burn hours		
Spot Rebulb Cost =(Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months		\$0.00
SUBTOTAL		\$0.00
Revenue Tax = Subtotal x 0.000721		\$0.00
RELAMPING CHARGE		\$0.00
Energy Charge		
0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =		
0 kWh @ \$0.02517/kWh		ENERGY CHARGE
		\$0.00

PRICE SUMMARY	
Relamping Charge	\$0.00
Energy Charge	\$0.00
TOTAL MONTHLY CHARGE PER FIXTURE	
\$0.00	

ISSUED BY: ~~S. W. Connally, Jr.~~ Tiffany Cohen

EFFECTIVE: ~~July 1, 2017~~

~~Section VII~~
~~Third Revised Sheet No. 7.15.1~~
~~Canceling Second Revised Sheet No. 7.15.1~~

~~THIS PAGE IS RESERVED FOR FUTURE USE.~~

ISSUED BY: Travis Bowden

EFFECTIVE: June 7, 2002

GULF POWER COMPANY

Section VII
~~Eighteenth-Nineteenth~~ Revised Sheet No. 7.16
Canceling ~~Eighteenth-Seventeenth~~ Revised Sheet No. 7.16

GULF POWER COMPANY
CONTRACT FOR STREET
AND GENERAL AREA
LIGHTING SERVICE RATE
SCHEDULE OS (PART I/II)
(Closed Schedule)

Form 5

Contract No. _____

Customer Name _____

DBA _____ Telephone No. _____ Tax I. D. (if applicable) _____

Street Address (Subdivision, etc.) of Light(s) _____

Billing Address _____

Driving Directions _____

Location of Light(s) _____

Meter No. _____ Account No. _____ JETS WO No. _____

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, Lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of _____ years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (PART I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

Application
Taken _____

Customer _____

Approved _____
Customer Representative

Title _____

Signature _____

Signature _____

Date _____

Date _____

ISSUED BY: ~~Travis Bowden~~ Tiffany Cohen

EFFECTIVE: ~~June 7, 2002~~

GULF POWER COMPANY

Section VII

~~Seventh-Eighth~~ Revised Sheet No. 7.16.1

Canceling ~~Seventh-Sixth~~ Revised Sheet No. 7, 16.1

Form 5 (Continued)

(Closed Schedule)

Contract No. _____

FACILITIES FURNISHED:

Type Light	Lamp Wattage	No. of lights	Priceperlight	Total Amount/Mo.
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Type Miscellaneous Facility	No.	Price per Item	Total Amount/Mo.
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Total Base Monthly Charged \$ _____

***** Base monthly chargedoes not include Fuel Charge, Purchased Power Copacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

ISSUED BY: ~~Mark Crosswhite~~ TiffanyCohen

EFFECTIVE: April 11, 2012

~~Section VII~~
~~First Revised Sheet No. 7.16.2~~
~~Canceled Original Sheet No. 7.16.2~~

THIS PAGE IS RESERVED FOR FUTURE USE

~~ISSUED BY:~~ ~~Mark Crosswhite~~

~~EFFECTIVE: April 11, 2012~~

~~Section No. VII Original
Sheet No. 7.17~~

~~REPRESENTATIVE FORM OF
CONTACT FOR GOVERNMENT-
OWNED AND OPERATED-
HOUSING PROJECT.~~

~~ELECTRIC
CONTRACT BETWEEN
GULF POWER COMPANY
AND
THE HOUSING AUTHORITY OF THE CITY OF PENSACOLA~~

~~Form 6~~

~~THIS AGREEMENT, made and entered into this 23rd day of May
1940, between Gulf Power Company, a corporation organized and existing under
and by virtue of the laws of the State of Maine, hereinafter called the Utility, and the Housing Authority of the
City of Pensacola, Florida, a public body organized under and by virtue of the Housing Authorities Law of the
State of Florida, hereinafter called the Authority.~~

~~WITNESSETH:~~

~~WHEREAS, the Utility is engaged in the business of supplying electricity to customers within the
State of Florida and inter alia to customers within the City of Pensacola, and~~

~~WHEREAS, the Authority as authorized by the Housing Authorities Law has commenced the
construction and renting of low rent dwellings to relieve the serious lack of safe and sanitary dwelling
accommodations for families of low incomes, to relieve unemployment and to eliminate slum conditions
through demolition or improvement of a similar number of dwellings, and the dwellings constructed shall be
erected in that area of the City of Pensacola, which is bounded by "F" street on the east, by "I" street on the
west, by Cervantes street on the south and by DeSoto street on the north, known as Attucks Court, FLA 6-2,
and
in connection with such project proposes to furnish electric service within such dwellings, and~~

~~WHEREAS, the Authority desires to purchase electricity for project lighting and power
requirements and for refrigeration to supply the low rent housing project designated and known as
Attucks Court, FLA 6-2, and~~

~~WHEREAS, the Utility desires to supply the Authority with electricity to be used by the
Authority and the Authority's tenants, and~~

~~WHEREAS, all of the parties to this contract have duly authorized its execution~~

~~NOW, THEREFORE, in consideration of the mutual covenants herein contained and for
other good and valuable considerations, the parties agree as follows:~~

- ~~1. Supply of Electrical Energy: The Utility shall, from the date of initial delivery to the
expiration of this contract, supply the electrical requirements of the Authority and the
Authority's tenants for project lighting and power requirements and for refrigeration,~~
- ~~2. Determination of Date of Initial Delivery: The date initial delivery hereunder shall be
the date on which the Utility first furnishes electricity to the Authority at the project
site.~~
- ~~3. Notice to Utility to Commence Delivery: The Utility shall not be required to make
such delivery until the Utility shall have received notice in writing 30 days prior to the
date on which the Authority desires said service to commence.~~

4. ~~Term of Contract: This contract shall become effective upon the execution thereof, and shall continue in effect for five years; provided, however that all obligations of the parties hereto with regard to the rendition of service and payment therefor and to the computation of payment periods hereinafter referred to shall commence from the date of initial delivery as defined in Section 2 hereof. Said contract shall continue from year to year after the term provided above unless either party shall give the other on hundred and twenty (120) days notice in writing, prior to any anniversary of the date of termination of the original five year term of the contract, of its intention to terminate said contract.~~
5. ~~Type of Service: The electrical energy to be delivered by the Utility to the Authority shall be in form of primary energy, regulated 3 phase, alternating current, at approximately 60 cycles per second and approximately 2300/4000 volts. Energy will be furnished at one point of delivery and measured through one master meter at delivery voltage.~~
6. ~~Utility's Service Lines: The Utility without expense to the Authority, shall provide, operate and maintain all facilities for supplying and metering electrical energy of the type of service as described in Section 5 hereof to the point of delivery as described in Section 11 hereof.~~
7. ~~Rates: The Authority shall purchase and pay for electricity furnished by the Utility in accordance with Rate Schedule "GH" set forth in Exhibit "A" attached hereto and made a part hereof in its entirety.~~
8. ~~Reading of Meters: The meters and metering equipment and instruments owned by the Utility shall be read monthly by a representative of the Utility and a representative of the Authority. The Utility and the Authority shall agree upon a date or dates upon which the meters shall be read for billing purposes, and this date shall normally be the regular meter reading date of the Utility for the area in which said project is located.~~
9. ~~Billing and Payment: The period of time elapsing between monthly readings shall constitute the monthly billing period. On or about the fifth day following meter readings for electrical service the Utility shall render a bill to the authority. Payment of said bill shall be made on or before the tenth day following the date of rendition, due allowance being made when the tenth day falls on Sunday or a legal holiday.~~
10. ~~Penalties for Non-Payment: If any bill is not paid within five (5) days after the tenth day following the date of rendition, it shall be considered in default, and the Utility may, at its option and without liability~~

Form 6

Section No. VII
Original Sheet No. 7.19

~~Therefor, suspend service to the Authority fifteen (15) days after giving notice in writing of its intention to do so. But, such suspension of such supply of electricity for such cause, shall not discharge or acquit the Authority of its obligations, or any obligations, under this agreement, nor shall such suspension exclude the Utility from any remedy which it may have at law, or in equity, to enforce any of the provisions of this contract. The Utility shall have the right to discontinue service and the option of cancelling this agreement for non-payment of any bill when due, provided, however, said five days have elapsed, said written notice has been given and the time granted thereby has elapsed and said bill continues to remain unpaid. Discontinuing the service or cutting off the supply of electrical energy for any such cause shall, at the option of the Utility expressed in written notice mailed to the Authority's Post office address given in this agreement, terminate this agreement. The Utility shall have the right to remove its meters and other property whenever the service shall, for any cause, be discontinued.~~

~~II. Point of Delivery: The of delivery of electrical energy hereunder shall be located on or near the project site at a location defined as follows:~~

~~ATTUCKS COURT: At the outgoing side of the metering equipment of the utility on pole located at northeast corner of "F" and Strong Streets.~~

~~12. Method of Metering: All electrical energy supplied hereunder shall be measured in such a manner that the maximum demand in kilowatts may be ascertained by instruments suitable for the purpose, and the actual energy in kilowatthours supplied during any billing period shall be ascertained by a standard watt-hour meter. All necessary metering equipment shall be furnished, installed and maintained by the Utility.~~

Section No. VII
Original Sheet No. 7.20

~~Accuracy of Meters: The meters used in determining the amount of electricity supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Utility at intervals of not to exceed twelve months. If an meter shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted by the Utility. The Authority shall have the right to request that a special meter test be made at any time. If any test made at the Authority's request discloses that the meter tested is registering correctly, or within 2% of normal, Authority shall bear the expense of such test. The expense of all other test shall be borne by the Utility. The results of all such tests and calibrations shall be open to examination by the Authority and a report of every test shall be furnished immediately to the Authority. If the meter is tested and found to be not more than 2% above or below normal it shall be considered to be correct of any such test said meter is round to register a variation in excess of 2% from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction should be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.~~

- ~~13. Distribution System: The Authority shall furnish, construct, own and operates the complete and enire secondary electrical distribution system from the point of delivery as is necessary and / or advisable for the proper utilization of the electrical energy purchased hereunder.~~
- ~~14. Resale and Check Metering: No portion of the electricity supplied hereunder shall be resold, except that the Authority may distribute electricity to the tenants of its project as an incident of tenancy, the cost of same to be included in the tnan't's rent. The determine the amount of electricity to be included in the rent the Authority will establish an average estimated consumption per month for each tenant in the project. Nothing contained herein shall be interpreted to preclude the Authority form using individual check (watthour) meters, or the readings therefrom, for the purpose of checking upon the consumption of electricity used by its tenants in order to employed these data for statistical and research purposes, to prevent wasteful and extravagant use of said electricity and in order to take steps as the Authority deems advisable, either by adjustment in the cost between the amount used by the tenant and the amount allowed as an incident of tenancy or by any other appropriate method, to prevent wasteful and extravagant use of said electricity.~~

Section No. VII
Original Sheet No. 7.20

~~15~~ 16 ~~Rights of Utility:~~ 16

~~17(a) The Authority hereby grants to the Utility at all reasonable hours by its duly authorized agents fill employees the free right of ingress to and egress from the premises of the Authority for the purpose of inspecting, repairins, replacing or removing the property of the Utility, of reading meters, or of performing any work. incidental to the supplying of all service hereby contracted for.~~

~~18~~

~~19(b) The Utility shell have the right to contract with and render electrical service to individual commercial customers on the project, but no such contract shall be entered into Without the approval of the Authority in writing.~~

~~20~~

~~2117. Annexation of Property of Utility: Any and all equipment, apparatus and devices necessary to fulfill Utility's obligation hereunder place or erected by the Utility on or in property of the Authority shall be and remain the property of the Utility regardless of the mode or manner of its annexation or attachment to real property of the Authority.~~

~~22~~

~~2318. Liability: The electricity supplied under this contract is supplied upon the express condition that after it passes the meter equiprrtent of the Utility, it becomes the property of the Authority. The Utility shall not be liable for loss or damage to any person or property whatsoever resulting directly or~~

~~indirectly from the use or misuse or presence of electricity on the Authority's premises after it passes said metering equipment except where such loss or damage shall be shown to have been occasioned by negligence of the Utility, its agents, servants or employees.~~

~~24~~

~~2519. Impossibility of Performance: The Utility shall use all reasonable diligence in providing a constant and uninterrupted supply of electrical energy, but the Utility shall not be liable to the Authority hereunder, nor shall the Authority be liable to the Utility hereunder by reason of failure of the Utility to deliver or the Authority to receive electricity as the rrsulty of the public enemy, or other acts beyond the control of the party affected; it being the intention or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply electricity or to receive and pay for electricity when as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the electricity herein contracte to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the Utility to refuse to deliver or the Authority to refuse to receive electricity after the cause of interruption has been removed. In case of impaired or defective service, the Authority shall immediately give notice to the nearest office of the Utility by telephone or otherwise, confirming such~~

~~notice in writing as soon thereafter as possible.~~

~~26~~ 27

Form 6

Section 10-VII
Original Sheet No. 7.21

~~20. Apparatus Used by Authority: Authority agrees that all apparatus used by it in connection with the electrical energy to be supplied hereunder shall be of standard make, purchased from some reputable manufacture and having a power factor of eighty percent (80%) or better, and efficiency as high as obtainable at the time of purchase and satisfactory to the Company. All apparatus of Authority shall be so constructed, operated and maintained by it as to preserve its physical condition, power factor and efficiency, and so that it will not affect the regulation or power factor of circuits of the Utility to such an extent as to interfere with the satisfactory service to other customers on the system. The Authority further agrees that it will operate all of its apparatus in such manner as to obtain an average power factor on its total load of eighty percent (80%) of unity or better, and that factor corrective apparatus cannot be so operated, it agrees to install such power factor corrective apparatus as may be necessary to bring the average power factor on its electric apparatus as may be necessary to bring the average power factor on its electric apparatus up to an average of eighty percent (80%) of unity or better~~

~~21. Previous Contracts Superseded: This agreement supersedes all previous contracts representations, either written or verbal, heretofore in effect by the Utility and the Authority with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.~~

~~_____ Designees of Contracting Parties: The Authority has by resolution designated Housing Manager (White) as the duly authorized representative responsible for the operation and supervision of said low-rent housing project known and designated as Attucks Court, FLA 6-2, with whom the Utility may deal.~~

~~_____ The Utility has designate its Pensacola local Manager as the duly authorized representative with whom the Authority may deal on any matter arising under the terms of this contract.~~

~~Either party will promptly notify the other in writing whenever there may be a change in such designee.~~

~~_____ Required Notices to Be In Writing: Any notice required or authorized to be given hereunder except the notice set out in Section 19 shall be given in writing by either party, addressed to the authorized representative of the other and mailed in the ordinary course of business to the last known address of said other party.~~

~~_____ This contract shall be binding upon the successors, or legal assigns of either of the parties hereto. _____~~

~~Section No. VII~~
~~Original Sheet No. 7.22~~

~~IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and executed in triplicate by their duly authorized officers the duly and year first above written.~~

~~THE HOUSING AUTHORITY OF THE
CITY OF PENSACOLA, FLORIDA~~

~~By /s/ N. s. Veal
Chairman~~

~~Attest:~~

~~/s/Thomas A. Johnson
Secretary~~

~~GULF POWER COMPANY~~

~~By /s/ L. C. Paris
Vice President~~

~~Attest:~~

~~/s/w. Grant
Secretary~~

~~Form 6~~

GULF POWER COMPANY

Section No. VII
~~Second-Third~~ Revised Sheet No. 7.23
Canceling ~~Second~~~~First~~ Revised Sheet No. 7.23

FACILITIES RENTAL SERVICE AGREEMENT

This Agreement, made this _____ day of _____, by and between _____ (hereinafter called the Customer) located at _____ in Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

WITNESSETH

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities located at _____ and, used for the purpose of _____.

WHEREAS, the Company is willing to rent such facilities upon the terms and conditions specified herein,

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is \$_____. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to GULF's rate schedule or any successive Facilities Rental Services contained on GULF's tariff sheet number 1.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

a. Monthly Rental Fee of \$_____ and Monthly Maintenance Payment of \$_____.
_____ or

b. Lump Sum Rental Payment of \$_____ and Lump Sum Maintenance Payment of \$_____.
_____ or

c. Lump Sum Rental Payment of \$_____ and Monthly Maintenance Payment of \$_____.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.23.1

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

6. Valuation of changes in facilities shall be as follows:

a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.

b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.

c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.

d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.

e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.

f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. This Agreement may be assigned only with the prior written consent of the Company.

8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if amounts are not paid when due.

9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon rental facility, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove rental facility without any liability whatever to the Customer, and for that purpose may enter upon any premises where rental facility is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering rental facility. If this Agreement is terminated by Customer, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Customer shall promptly pay Company upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in rental facility in the Customer. And it is understood that the fixing of rental facility to the premise of the Customer shall not change or affect its character as the personal property of Customer nor relieve the rental facility from the conditions and provisions of this Agreement.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.23.2

11. The Company agrees to maintain rental facility in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to rental facility resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect rental facility from any damage.
12. This 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 Agreement constitutes the entire Agreement between the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

LESSEE

GULF POWER COMPANY

By: _____
(Print or Type Name)

By: _____
(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

~~GULF POWER COMPANY~~

~~Section No. VII
Sixth Revised Sheet No. 7.24
Canceling Fifth Revised Sheet No. 7.24~~

~~EQUIPMENT RENTAL LEASE AND
MAINTENANCE AGREEMENT
FORM 7~~

~~THIS AGREEMENT, made this ____ day of _____, 20____ between GULF POWER COMPANY, a Florida corporation, hereinafter called the Lessor, and _____ hereinafter called the Lessee~~

~~WITNESSETH:~~

~~WHEREAS, the Lessee desires to lease from the Lessor the equipment hereinafter described; and WHEREAS, the Lessor is willing to lease such equipment upon the terms and conditions specified herein;~~

~~IT IS NOW, THEREFORE, agreed between the parties as follows:~~

- ~~1. The Lessor does hereby lease unto the Lessee, subject to the terms and conditions of this contract, the following described personal property, to wit:~~
- ~~2. _____ The term of this lease shall begin on the _____ day of _____, 20____ and shall be in full force and effect thereafter for a period of _____ (____) years (the "Initial Term"), and shall thereafter continue in full force and effect for successive periods of _____ years each (collectively, the "Term"); provided that either party may terminate this lease by giving the other party written notice of termination not less than _____ (____) days prior to the end of the Initial Term or any successive term, as the case may be.~~
- ~~3. For the use of rental facility herein described during the Initial Term, the Lessee agrees to pay to the Lessor rent of \$ _____ per annum, payable in _____ installments of \$ _____, the first installment being due and payable on the _____ day of _____, 20____, and the other installments being due and payable on the _____ day of each month thereafter until all installments have been paid in full. In lieu of making monthly payments during the Initial Term Lessee may, with the consent of Lessor, make a lump sum payment of \$ _____. In the event that the lease extends beyond the Initial Term, Lessee shall make monthly payments of \$ _____ until the lease is terminated in accordance with paragraph 2 above. Lessee hereby waives all exemptions under the constitution and the laws of the State of Florida or any other State as to personal property and agrees to pay all costs of collecting any such amounts, including a reasonable attorney's fee if said amounts are not paid when due. Concurrently with each rent payment, Lessee shall pay to Lessor an amount equal to all sales and use tax applicable to such rent payment.~~
- ~~4. The Lessee agrees to keep the property hereby leased upon the premises of the Lessee described as follows: and shall not remove the same during the Term without first obtaining the written consent of the Lessor, and at the expiration thereof, or other sooner termination of this lease, the Lessee shall return the said property to the Lessor at _____ or to any other place within equal distance which may be designated by the Lessor, in like good order as the same now is, natural wear and tear excepted. Rental facility shall always be open to inspection to the Lessor, or its agents, at any time during the terms of this lease.~~

~~ISSUED BY: S. W. Connally, Jr. Tiffany Cohen~~

~~EFFECTIVE: July 1, 2017~~

GULF POWER COMPANY

Section No. VII
Sixth Revised Sheet No. 7.24
Canceling Fifth Revised Sheet No. 7.24

GULF POWER COMPANY

**AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY
Form 8**

THIS AGREEMENT made and entered into this _____ day of _____, 20____, by and between GULF POWER COMPANY, hereinafter called the Utility, and _____ hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair and ownership of the underground facilities to be located at _____, Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in _____ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" (construction drawing) attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".
2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.
3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.
5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B" (appropriate distribution standard specification).

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

GULF POWER COMPANY

Section No. VII
Second Revised Sheet No. 7.24.1
Canceling First Revised Sheet No. 7.24.1

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "G" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is _____ and which has this day been paid by the Applicant to the Utility.

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

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT

GULF POWER COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

Correspondence with the Applicant should be addressed to:

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section No. VII
Second Revised Sheet No. 7.25
Canceling First Revised Sheet No. 7.25

GULF POWER COMPANY

AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS

This AGREEMENT made and entered into this _____ Day _____, 20____,
by GULF POWER COMPANY, hereinafter called the Utility, and _____,
hereinafter called the Applicant, sets forth the
standards and conditions which will apply to the construction, installation, repair, and ownership of the
underground facilities to be located at _____

_____ Exhibit "A" hereto, contains a detailed description of the
property where the facilities will be constructed or installed by the applicant.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in _____
County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or
all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the
improvements on the above described property be installed underground; and

WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution
facilities for the purpose of supplying electric service to the improvements to be located on the
above described property in lieu of having the Utility construct all of the underground distribution
facilities on the above described property;

WHEREAS, the Utility would normally construct and install all of the underground electric
distribution facilities at the above described location, the Utility pursuant to this agreement will
take ownership of facilities constructed and installed by the Applicant pursuant to this agreement,
where those facilities comply with the provisions of the agreement reached between the above
named parties; and

ISSUED BY: Travis Bowden

EFFECTIVE: November 28, 2000

GULF POWER COMPANY

Section No. VII
Fifth Revised Sheet No. 7.26
Canceling Fourth Revised Sheet No. 7.26

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:
 - a) such work meets the Utility's construction standards, as set forth below:
 - (1) Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in Exhibit "D" (appropriate distribution standard specification). Conduit shall be installed in the locations specified in Exhibit "C" (construction drawing);
 - (2) Primary and secondary conduit must be buried with 30" of cover or at a depth that meets applicable codes and is satisfactory to the utility and the applicant;
 - (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B" (appropriate distribution standard specification);
 - (4) Where the applicant installs the conduit, the applicant must install a tracer wire in the trench with the conduit as specified in Exhibit "E";
 - (5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;
 - (6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable. The Applicant's

ISSUED BY: Travis Bowden

EFFECTIVE: November 28, 2000

GULF POWER COMPANY

Section No. VII
Second Revised Sheet No. 7.26.1
Canceling First Revised Sheet No. 7.26.1

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specifically includes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest in or to the completed distribution facilities;

(7) The Utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement;

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay Gulf Power Company's current applicable Engineering and Supervision rate associated with the estimate of work to be performed by the Applicant. This amount represents the cost of Gulf's engineering time to review and inspect the Applicant's work.

(d) the Applicant agrees to correct, to the satisfaction of the Utility, any deficiencies found by the Utility prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Utility's distribution system. Deficiencies must be corrected in a timely manner or the Utility shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected;

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C". Three-phase service will be furnished only when specified on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

GULF POWER COMPANY

Section No. VII
Second Revised Sheet No. 7.26.2
Canceling First Revised Sheet No. 7.26.2

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.

4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employees to follow such plan. Applicant agrees that any work performed by the Applicant or its contractor shall be in accordance with National Electrical Safety Code (NESC) and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.

5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agrees to indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.

6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 9. The Utility agrees to provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said electric service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

GULF POWER COMPANY

Section No. VII

~~First~~ Second Revised Sheet No. 7.26.3

Canceling ~~First~~ Original Sheet No. 7.26.3

8. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, ~~Part 6~~ PART VI. This difference is \$_____ and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

ISSUED BY: ~~Mark Crosswhite~~ Tiffany Cohen

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section No. VII
Fourth Revised Sheet No. 7.26.4 Canceling
Third Revised Sheet No. 7.26.4

11. Representatives from the Utility and the Applicant, through their signatures below, and in witness whereof, acknowledge this agreement for Underground Construction Standards set forth above as properly executable:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

APPLICANT

GULF POWER COMPANY

By: _____ By: _____

(Print or Type Name)

(Print or Type

Title: _____

Title: _____

Date: _____

Date: _____

NAME: _____

FIRM: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section No. VII
First Revised Sheet No. 7.27
Canceling Original Sheet No. 7.27

**GULF POWER COMPANY
APPLICATION FOR UNDERGROUND SERVICE IN AN OVERHEAD AREA
Form 10**

NAME OF APPLICANT _____ DATE _____

SERVICE ADDRESS _____

The Applicant requests Gulf Power Company to furnish underground electric service from overhead facilities as shown on the sketch attached as Exhibit "A". The Applicant agrees to pay the Company \$_____ the estimated cost difference between the requested underground service and the overhead service that would otherwise have been installed or, if the Company has previously provided an overhead service to the Applicant's point of delivery, the cost of the requested underground service plus the cost of removal and the estimated remaining net book value of the existing facilities to be removed, less the estimated net salvage value of the facilities to be removed.

The Applicant agrees to provide service entrance facilities as shown on Exhibit "B" that conform to the requirements of all applicable codes and the rules and regulations of the Company.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's overhead facilities to the Applicant's service entrance facilities. Credit may be given for trench, backfill and Company-approved materials if provided by the Applicant.

The Applicant shall remove or cause to be removed, at the Applicant's expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all privately owned underground facilities in the area of this work before any construction begins.

By signing this application, the Applicant agrees to cause to be conveyed to the Company, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Company or required by it for the purpose of constructing, operating, maintaining and removing said underground electrical distribution facilities and other equipment.

Nothing in this application shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of Gulf Power Company.

This application shall be binding upon the successors or legal assigns of either of the parties hereto.

APPLICANT

GULF POWER COMPANY

By _____

(Print or Type Name)

By: _____

(Print or Type Name)

Title: _____
Date: _____

Title: _____
Date: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

~~Section No. VII~~
~~First Revised Sheet No. 7.28~~
~~Canceling Original Sheet No. 7.28~~

~~Reserved For Future Use~~

~~ISSUED BY: Mark Crosswhite — EFFECTIVE: April 11, 2012~~

GULF POWER COMPANY

SectionVII
FirstRevised Sheet No. 7.29
Canceling Sheet No.7.29

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED GENERATION

SEE SHEET NO.9.33

ISSUED BY: D.L.Mccrary

EFFECTIVE: September 20, 1982

GULF POWER COMPANY

Section No. VII
First Revised Sheet No. 7.30 Canceling
Original Sheet No. 7.30

**GULF POWER COMPANY
STANDBY SERVICE AGREEMENT**

This agreement made this _____ day of _____, 20____ by and between Gulf Power Company, a corporation organized and existing under the laws of the State of Florida and engaged in the generation, transmission, and distribution of electric power, its successors and assigns (hereafter called "the Company" or "Company") and _____, its successors and assigns located at _____
_____ (hereafter called "the Customer" or "Customer")

WHEREAS, the Customer has executed a Contract for Electric Power, and

WHEREAS, the Customer has electrical generation capacity capable of providing at least a portion of the Customer's electrical requirements, and

WHEREAS, the Customer has requested, or is required, to take Standby Service which consists of either Back-up electric service, or Maintenance electric service, or both, and

WHEREAS, the Customer's total electrical requirements are, and for the duration of this contract will be, satisfied by the Customer's generation and the Customer's purchases from the Company, which purchases may include Standby Service and other types of electric service which the Company may provide.

ISSUED BY: Susan Story EFFECTIVE: December 6, 2005

GULF POWER COMPANY

Section VII
Original Sheet No.7.31

Now therefore, for and in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

FIRST: This agreement is in addition to and supplements the Standard Form of Contract for Electric Power and the Stand by Service Interconnection Agreement executed by and between the parties contemporaneous herewith.

SECOND: During the term of _____ years beginning the day of _____, _____ and continuing thereafter until terminated by mutual agreement or at least twenty-four (24) months prior written notice by either party to the other of its intention to terminate this agreement, the Company shall maintain sufficient electrical capacity and equipment to enable it to deliver to the Customer Stand by service power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) Hertz and at approximately volts.

THIRD: The amount of Stand by service Capacity (BC) required to be maintained by the Company is _____ kilowatts (KW). The Company is under no obligation to provide Stand by Service Capacity in an amount greater than the net effective capability of the Customer's generation capacity. In the event of a bona fide change in the customer's standby requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. Any such change in Standby Service Capacity (BC) will not effect the duration of this contract except by mutual agreement of the parties.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

GULF POWER COMPANY

Section VII
Original Sheet No. 7.32

FOURTH: The Customer will pay the Company for Standby Service in accordance with the charges, provisions, terms, and conditions of the Company's Rate Schedule SS, Standby Service, and abide by all applicable requirements of such rate schedule. A copy of the Company's presently approved Rate Schedule SS is attached hereto as Exhibit "A" and made a part hereof. To the extent any charge, provision, term, or condition is added to, modified within, or deleted from Rate Schedule SS and the same is approved by the Florida Public Service Commission, such addition, modification, or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present Rate Schedule SS.

FIFTH: The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand (KW) and energy (KWH) supplied by the Company, and (2) the gross demand (KW) and energy (KWH) output of the Customer's generation equipment. The Company shall install, operate, and maintain all metering equipment described above. The Customer shall pay for all necessary costs incurred by the Company in performing such installation, operation, and maintenance of all metering equipment described above. The Company shall retain ownership of all metering equipment.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

GULF POWER COMPANY

Section VII
Original Sheet No. 7.33

The customer shall allow the Company free access and entry to the Customer's property and premises for the purpose of reading meters, making inspection of and repairs to Company property, and for testing the volume and character of electric energy consumption.

SIXTH: All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

FOR CUSTOMER:

FOR COMPANY:

SEVENTH: This agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This agreement shall not be assigned by the Customer without the written consent of the Company.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

GULF POWER COMPANY

Section No. VII
First Revised Sheet No. 7.34
Canceling Original Sheet No. 7.34

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

APPLICANT

GULF POWER COMPANY

By: _____ By: _____

(Print or Type Name)

(Print or Type Name)

Title: _____ Title: _____

Date: _____ Date: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.35

**STANDBY SERVICE
INTERCONNECTION AGREEMENT**

Gulf Power Company ("Gulf" or "the Company") agrees to inter connect with (the "Facility"), a self-generating customer (SGC) located _____ at _____ within the Company' s service territory.

Such interconnect ion is f or the purpose of providing Stand by Service to the SGC and is subject to the following provisions.

(1) Construction

The SGC shall provide the Company with written instructions to proceed with construction of the interconnect ion facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnect ion facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the par ties agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the SGC, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company' s system.

In the event the SGC notifies the company in writing to cease interconnection work before its completion, the SGC shall be obligated to reimburse the Company for the interconnection costs urred up to the date such notation received.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.36
Canceling Original Sheet No. 7.36

(2) Technical Requirements and Operations

The parties agree that the SGC's interconnection with the Company's system must be accomplished in accordance with the provisions of Exhibit A attached hereto and made a part of this Agreement entitled "General Standards for Safety and Interconnection" containing the provisions in Rule 25-17. 087 (6)- (9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. Prior to initial synchronization with the Company's system, the SGC must obtain written consent from the Company to operate electr generating equipment in parallel with the Company's electric system. The SGC agrees to require that the Facility operator immediately notifies the Company's System Dispatcher by telephone in the event hazardous of unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take all appropriate corrective actions necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the same operation of the Facility or to protect the grity of the Company's system, the SGC agrees to reduce power generation or take other appropriate actions upon request of the Company.

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.37
Canceling Original Sheet No. 7.37

(3) Site Access

In order to help ensure the continuous, safe, reliable, and compatible operation of the Facility with the Company's system, the SGC hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the SGC to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain, or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

(4) Construction Responsibility

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

(5) Indemnity

When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. The Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.38
Canceling Original Sheet No. 7.38

- (a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect, failure of, or fault related to the Customer's generation system;
- (c) The Customer's negligence or negligence of the Customer's contractors, subcontractors, agents, servants and employees or;
- (d) Any other event or act that is the result of, or proximately caused by, the Customer's Facility.

The SGC agrees to indemnify and save harmless the Company, subsidiaries or affiliates, and their respect employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, it subsidies affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the SGC in performing its obligations pursuant to this Agreement or the SGC failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the SGC against any and all liability, loss, damage,

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.39
Canceling Original Sheet No. 7.39

cost or expense which the SGC may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The SGC agrees to include the Company as an additional named insured in any liability insurance policy or policies the SGC obtains to protect the SGC interests with respect to the SGC indemnity and hold harmless assurances to parties contained this Section.

(6) Insurance

The SGC shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the SGC coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the SGC, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of interconnection to the SGC, or caused by operation of any of the QF's equipment or by the SGC'S failure to maintain the Facility's equipment satisfactory and safe operating conditions, or otherwise arising out of the performance by the SGC of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount to be determined on a case by case basis, but in no event less than \$1,000,000 for each occurrence.

GULF POWER COMPANY

Section VII
Original Sheet No. 7.39.1

There may be an occasion when a contract with a particular SGC represents a greater than usual liability risk. Should the Company deem the contract with the SGC under this Agreement to be such an occasion, the Company will enter into good faith negotiations to set an appropriate minimum level of insurance greater than \$1,000,000. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The SGC shall pay all premiums and other charges requested or due in order to maintain such coverage as requested under this section in force during the entire period of interconnection with the Company.

(7) Notification

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

For Gulf: _____

Phone: _____

For SGC: _____

Phone: _____

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.40
Canceling Original Sheet No. 7.40

IN WITNESS WHEREOF, the SGC and the Company executed this Agreement this
_____ day of _____.

APPLICANT

GULF POWER COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section VII
~~Third~~Fourth Revised Sheet No. 7.41
Canceling ~~Third~~Second Revised Sheet No. 7.41

_____ and **GULF POWER COMPANY**
(Customer Name)

Agreement For
~~Residential Advanced Energy Management~~Energy Select Program

Agreement, made this _____ day of _____ by and between Gulf Power Company, a corporation, (the "Company"); and _____, (hereafter called "Customer").

It is hereby agreed:

1. Customer chooses to take service pursuant to Gulf Power Company's ~~Residential Advanced Energy Management~~Energy Select Program which has been approved by the Florida Public Service Commission (FPSC). This program includes service and billing under Gulf Power's Rate Schedule RSVP, on file with and approved by the FPSC.
2. Gulf Power Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company-owned energy management equipment installed at the Customer's premises.
3. Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment. Where applicable for installation and removal of Company-owned equipment, are described in Rate Schedule RSVP and are incorporated as part of this agreement.
4. Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of the Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule RSVP will commence after the installation, inspections, and testing of the equipment, and will continue until terminated by the Customer or the Company with 30 days' notice. Rate Schedule RSVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule RSVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the FPSC and such changes will be applicable to the Customer.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

Gulf Power Company

Representative of Gulf Power Company

FOR OFFICE USE ONLY:

Received ON _____
Premise _____

Bill Group _____ Meter _____ []

Feeder Loe _____ PS Yes [] No []
Processed On _____ By _____

[] CSS [] SP [] TOUCP [] SCAN

Customer Signature

Street Address

City, State, Zip

Day Phone

Home Phone

Evening/Alternate Phone

E-mail Address

Account Number

ISSUED BY: ~~Susan Story~~Tiffany Cohen

EFFECTIVE; ~~January 18, 2005~~

GULF POWER COMPANY

Section No. VII
~~Third~~~~Fourth~~ Revised Sheet No. 7.42
Canceling ~~Third~~~~Second~~ Revised Sheet No. 7.42

SURGE PROTECTION AGREEMENT
Rate Schedule SP
Form 16
(Closed Rate)

Name _____ Telephone _____ Date _____
(please print)

Street Address _____

City _____ State _____ Zip _____

FACILITIES FURNISHED:

Gulf Power Surge Protection Equipment: Meter based whole house surge arrester device
Monthly Charge* \$3.45

* Monthly charge does not include applicable governmental assessments, taxes or fees and is subject to revision in proceedings before the Florida Public Service Commission.

The undersigned Customer ("Customer") requests Gulf Power Company ("Company") to furnish the facilities described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule Surge Protection and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said facilities, the Customer hereby grants to the Company, the right to install, operate, and maintain its facilities described above together with the rights of ingress and egress to and from said facilities. All fixtures, equipment and material used in the installation, operation, and maintenance of said facilities shall remain at all times the property of the Company.

Billing under this Agreement shall not begin until the meter-based surge protector has been installed. This Agreement shall be effective as of the date set forth above, and shall continue on a month to month basis. Service under this Agreement may terminate upon reasonable notice by either party to the other.

By signing this Agreement, the Customer acknowledges that the Company disclaims any and all warranties, express or implied, concerning the facilities to be installed pursuant to this Agreement. The Company shall be held harmless in connection with the operation of the facilities installed pursuant to this Agreement. In the event the protective effectiveness of the facilities should be interrupted or fail for any reason, the Company's sole obligation shall be to repair or replace its facilities installed pursuant to this Agreement within a reasonable time after actual notice of the condition is received by the Company, and such interruption shall not constitute a breach of this contract, nor shall Gulf Power Company, its affiliates, officers, directors, or employees, be liable to the Customer or to third parties for damages by reason of such interruption or failure.

This 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 signed on behalf of both parties, this Agreement constitutes the entire agreement between the Company and the Customer.

Applicant Signature (Referred to above as the Customer)

Gulf Power Company

Customer Account Number

Representative of Gulf Power

Meter Number

Representative of Gulf Power (Print Name)

ISSUED BY: ~~Charles S. Boyett~~ Tiffany Cohen

EFFECTIVE: ~~March 29, 2019~~

GULF POWER COMPANY

Section VII
~~First-Second~~ Revised Sheet No. 7.43
Canceling ~~FirstOriginal~~ Sheet No. 7.43

**APPLICATION FOR UNDERGROUND COST ESTIMATE
(Form 17)**

Name _____

Address _____

Phone _____

Type estimate requested _____ Non-binding _____ Binding

Location / description of requested project _____

This application and the deposit paid is for the purpose of obtaining an estimate of the cost of underground facilities pursuant to Section IV Part VI of Gulf Power Company's Tariff for Retail Service, Sheets 4.~~21-22~~ through 4.28.1. Said provisions govern this application as if fully set forth herein.

Signed _____ Amount paid \$ _____

(Binding cost estimate only)
(To be calculated by Gulf Power in accordance with Tariff Section IV, Subpart ~~6-5-36.7.4~~ and 6.7.5)

FOR COMPANY USE ONLY

Length in miles of underground trench or overhead primary to be converted _____

Amount of deposit _____

Received by _____

Date Received by Gulf Power Company _____

Notice: The deposit paid applies specifically to the scope of work defined above. It cannot be credited to charges for any other work due to revisions in the scope.

ISSUED BY: ~~S. W. Connally, Jr.~~ Tiffany Cohen

EFFECTIVE: ~~January 1, 2014~~

~~Section No. VII
First Revised Sheet No. 7.44
Cancels Original Sheet No. 7.44~~

GUARANTY AGREEMENT

FORM 18

~~KNOW ALL MEN BY THESE PRESENTS that, in consideration of a deposit credit for electric service furnished or to be furnished by Gulf Power Company (Gulf) to _____ of _____~~

~~_____~~
~~_____~~
~~(Street Address and City)~~

~~Florida ("customer"), and for one dollar and other valuable considerations, receipt of which is acknowledged, the undersigned guarantor ("guarantor") hereby covenants and agrees as follows:~~

~~Guarantor unconditionally guarantees the prompt and full payment to Gulf for any and all charges, indebtedness, and liabilities of all kinds which are now owed or hereafter may be owing to Gulf by said customer, whether in the nature of the deposit required under Gulfs tariffs and rules and regulations, charges for electrical power supplied and as billed by Gulf, for other charges relating to the, providing of electric service or facilities related thereto, or otherwise, and whether now existing or hereafter arising, absolute or contingent, joint or severs at the above address.~~

~~In the event that customer shall, for any reason, fail to promptly pay all charges due and owing to Gulf, guarantor hereby agrees to pay all of such amounts due and owing to Gulf at its nearest division, district, or local office within 10 5 days of notice or demand.~~

~~3. This is a continuing guaranty which will remain in effect until revoked by not less than 30 days' written notice delivered to Gulf; provided, however, that no revocation will, in any way affect the obligations of guarantor to Gulf with respect to obligations created or incurred prior to Gulf's receipt of such notice, nor shall such revocation release guarantor from liability hereunder with respect to any charges for electric service furnished at the service address to customer prior to the effective date of such revocation.~~

~~Guarantor hereby agrees to pay to Gulf all reasonable costs, collection agency fees, and all expenses of collection, including a reasonable attorney's fee, incurred by Gulf in collecting or compromising any indebtedness of customer hereby guaranteed or in enforcing this guaranty agreement against guarantor.~~

~~Guarantor hereby waives notice of acceptance of this guaranty, and agrees that Gulf need not proceed against the customer or any other person or entity, or to pursue any other remedy, prior to pursuing its rights under this guaranty agreement. Customer agrees and understands that Gulf may pursue all available collection remedies, including disconnection, against customer prior to, or simultaneously with, pursuing its rights against guarantor.~~

~~Guarantor covenants that h9/she is now an active customer of Gulfs, meets the credit criteria for the residential deposit refund, and has not guaranteed the account of more than one other customer of Gulfs. Guarantor agrees to promptly, within 10 days, notify Gulf of all address changes and to make arrangements for a new guarantor to assume this obligation if guarantor should move from Gulfs service area.~~

~~All rights and remedies of Gulf hereunder are cumulative and may be exercised singly or concurrently, and failure to exercise any right here under shall not constitute a waiver thereof. This guaranty shall be binding upon guarantor and guarantor's heirs, personal representatives, and assigns.~~

~~Customer hereby authorizes Gulf to disclose all of customer's billing information, including third party notification, to the guarantor so long as this guaranty agreement remains in effect.~~

~~ISSUED BY : D. L. Mccrary/Tiffany Cohen~~ ~~EFFECTIVE: May 6, 1993~~

Section VII
~~Twelfth Thirteenth Revised Sheet No. 7.45~~
Canceling ~~Twelfth Eleventh Revised Sheet No. 7.45~~

IN WITNESS WHEREOF, this agreement is executed by guarantor this ____ day of
_____, 1920____ - ____ - ____.

GUARANTOR ACCOUNT NUMBER

SERVICE ADDRESS - CITY PHONENUMBER

STATE OF FLORIDA
COUNTY OF _____

Before me this day personally appeared _____, the above named guarantor,
known to me to be the person who executed the foregoing instrument and who acknowledged that he/she
executed the same for the purpose therein set
forth.

WITNESS my hand and official seal this ____ day of _____, 19____.

NOTARY PUBLIC

My Commission Expires: _____

HEREBY agree to the foregoing guaranty agreement this ____ day of ____ 19____.

CUSTOMER ACCOUNT NUMBER

PHONE NUMBER

ISSUED BY: ~~D. L. Mccrary~~ Tiffany Cohen

EFFECTIVE: May 6, 1993

GULF POWER COMPANY

Section VII
~~Twelfth-Thirteenth~~ Revised Sheet No. 7.45
Canceling ~~Twelfth~~~~Eleventh~~ Revised Sheet No. 7.45

GULF POWER COMPANY
OPTIONAL RELAMPING SERVICE AGREEMENT
CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING
RATE SCHEDULE OS (PART I/II)
Form 19
(Closed Schedule)

Contract No. _____

Customer Name _____ Date _____

DBA _____ Telephone No. _____ Tax I. D. _____

Street Address (Subdivision, etc.) of Light(s) _____

Mailing Address _____

Driving Directions _____

Location of Light(s) _____

Meter No. _____ Account No. _____ JETS WO No. _____

UNMETERED CUSTOMER-OWNED FIXTURES:

High Pressure Sodium Vapor Lighting:
_____ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate of ~~\$1.73-1.83~~ each per month \$ _____

METERED CUSTOMER-OWNED FIXTURES:

High Pressure Sodium Vapor Lighting:
_____ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate of ~~\$0.70-0.72~~ each per month \$ _____

*Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

The Applicant requests a relamping service agreement on the lamp(s) and photocell(s) for the fixtures described above and the necessary electric energy (if unmetered) for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by this agreement and will only be replaced at the Applicant's expense. The Applicant remains responsible for all maintenance other than the replacement of lamps and photoelectric controls. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: ~~S. W. Connally, Jr.~~ Tiffany Cohen

EFFECTIVE: January 1, 2019

GULF POWER COMPANY

Section VII
Third Revised Sheet No. 7.46
Canceling Second Revised Sheet No. 7.46

Form 19 (Continued)

Contract No. _____

In consideration of the supplying of said electric current (if unmetered) and the relamping of the lamp and photoelectric controls, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract terms as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. The relamping service provided hereunder is for the convenience of the Applicant and in consideration thereof, the Applicant releases the Company, and agrees to hold the Company harmless, from any damages caused by the failure of the lamp(s) and photocell(s) covered by this agreement to operate for any reason whatsoever including any negligent actions or failures to act by the Company or any of its officers, employees, agents or subcontractors.

GULF POWER COMPANY

APPLICANT

Application

Taken BY _____

Applicant _____

Approved by _____

Title _____

Authorized Company
Representative

Date _____

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

GULF POWER COMPANY

Section No. VII
~~Seventh-Eighth~~ Revised Sheet No. 7.47
Canceling ~~Seventh-Sixth~~ Revised Sheet No. 7.47

**GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)
ADDENDUM TO CONTRACT FOR STREET AND
GENERAL AREA LIGHTING SERVICE
RATE SCHEDULE OS (PART I/II)**

**Form 20
(Closed Schedule)**

Contract No. _____

TOTAL INSTALLED COST OF FIXTURE(S) \$ _____

**MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT
Rate Schedule OS (Part I/II) – Street and Outdoor Lights**

<u>Type Light</u>	<u>Lamp Wattage</u>	<u># of Lights (a)</u>	<u>Price Per Light* (b)</u>	<u>Total Amount/Mo. (c) = (a) x (b)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Base Monthly Charge****				\$ _____

**** Base monthly charge does not include ~~Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge~~ any applicable clause charges, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY

CUSTOMER

Application
Taken By _____ Customer _____

Approved By _____ Title _____
Authorized Company Representative Date _____

*Includes only the Maintenance and the Energy Charge portions of the Total Charge. For metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

ISSUED BY: ~~S. W. Connally, Jr.~~ Tiffany Cohen.

EFFECTIVE: ~~July 1, 2017~~

~~Section No. VII~~
~~First Revised Sheet No. 7.47.1~~
~~Canceling Original Sheet No. 7.47.1~~

THIS PAGE IS RESERVED FOR FUTURE USE

ISSUED BY: Mark Crosswhite ~~_____~~ **EFFECTIVE:** April 11, 2012

GULF POWER COMPANY

Section No. VII
~~Third-Fourth~~ Revised Sheet No. 7.48
Canceling ~~ThirdSecond~~ Revised Sheet No. 7.48

GULF POWER COMPANY
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER OWNED
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)
Rate Schedule OS (Part VII)

Form 21
(Closed Schedule) Contract No. _____

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ _____

DESCRIPTION OF ADDITIONAL FACILITIES PAID UP FRONT					
<u>Type Pole</u>	<u># of Poles</u>	<u>Type Wire</u>	<u>Quantity of Wire</u>	<u>Miscellaneous Materials</u>	<u>Quantity of Material</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY
Application Taken By _____
Approved By _____
Authorized Company Representative

CUSTOMER
Customer _____
Title _____
Date _____

ISSUED BY: Susan Story Tiffany Cohen EFFECTIVE January 31, 2006

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.49
Canceling Original Sheet No. 7.49

CONTRACT SERVICE ARRANGEMENT
FOR THE PROVISION OF SERVICE
UNDER THE COMMERCIAL/INDUSTRIAL SERVICE RIDER

Form 22

This Contract Service Arrangement ("Agreement") is made and entered into as of this ___ day of _____, 20____, by and between _____ (hereinafter called the "Customer"), and GULF POWER COMPANY, 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 currently takes or is qualified to take electric service from the Company under rate schedule _____ at the service location described in Exhibit A; and

WHEREAS, there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the present pricing under the Company's rate schedule _____ which is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of the Customer's needs; and

WHEREAS, the Customer has shown evidence and legal attestation that it will not take electric service from the Company to serve its new or retained load unless rate schedule Commercial/Industrial Service Rider (hereinafter called "CIS rider") is applied; and

WHEREAS, the Company is willing to apply the CIS rider to the Customer's new or retained load in exchange for a commitment by the Customer to continue or begin 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 schedule, and the CIS rider, 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 specifically modified in this Agreement). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule, and the CIS rider, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule and the CIS rider are attached as Exhibit B and made a part hereof.

In the event of any conflict between the terms of this Agreement and such tariff or rate schedule (other than as set out in the CIS rider) the terms of this Agreement shall control.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

GULF POWER COMPANY

Section VII
Original Sheet No. 7.50

2. Term of Agreement - This Agreement shall remain in force for a term _____ years commencing on the above date. During the last ___ year(s) of the term hereof, the parties shall meet in good faith to negotiate an extension of this Agreement beyond the initial term. During this negotiation, each party hereto shall retain the absolute discretion to reject (1) any pricing or other terms and conditions proposed by the other party hereto or (2) the continuation of any pricing or other terms and conditions as agreed upon for the initial term or any subsequent term(s).

3. Modifications to 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 -

See Exhibit D to this Agreement.

6. 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.

7. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of rate schedule _____ and the CIS rider 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 as approved by the Commission and such rate schedules, the terms and conditions of this Agreement shall control.

ISSUED BY: Travis Bowden

EFFECTIVE: September 3, 1996

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.51
Canceling Original Sheet No. 7.51

8. 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: Gulf Power Company
500 Bayfront Parkway
One Energy Place
Pensacola, FL 32520
Facsimile: _____
Attention: _____

with a copy to: Gulf Power Company
500 Bayfront Parkway
One Energy Place
Pensacola, FL 32520
Facsimile: _____
Attention: _____

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.

9. 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 Company 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.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section VII
Original Sheet No. 7.52

10. 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 of 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.

11. Headings - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not effect, in any way, the meaning or interpretation of this Agreement.

12. 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.

13. 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.

14. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. 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 is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.53 Canceling
Original Sheet No. 7.53

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

APPLICANT

GULF POWER COMPANY

By: _____

By: _____

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section VII
~~Third-Fourth~~ Revised Sheet No. 7.54
Canceling ~~Third-Second~~ Revised Sheet No. 7.54

**GULF POWER COMPANY
ASSIGNMENT OF LIGHTING SERVICE CONTRACT
Rate Schedule OS (Part VII)
Form 23
(Closed Schedule)**

Contract No. _____

This agreement made this _____ day of _____, 20_____, by _____ and between _____, the _____

check one

- Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf Power Form 5) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract")
- Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),
- Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT SERVICE PROVISIONS) (Gulf Power Form 24) dated _____, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract"),

(said party hereinafter called "the Assigning Party"), and _____ the assignee (said party hereinafter called "the Customer", is for the purpose of transferring and assigning all future rights and obligations the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or "the Company") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this agreement by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the Contract. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the effective date of this agreement.

Assigning Party

Assignee/Customer

CONSENT TO ASSIGNMENT

Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from the Assigning Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve to discharge the Assigning Party or its sureties, from any liability previously accrued under the Contract.

GULF POWER COMPANY

By _____
Authorized Company Representative

Date _____

ISSUED BY: ~~Susan Story~~ Tiffany Cohen

EFFECTIVE: ~~February 23, 2006~~

GULF POWER COMPANY

Section VII
~~Eleventh-Twelfth~~ Revised Sheet No. 7.55
Canceling ~~Eleventh-Tenth~~ Revised Sheet No. 7.55

**GULF POWER COMPANY
CUSTOMER-OWNED LIGHTING AGREEMENT
(WITHOUT RELAMPING SERVICE PROVISIONS)
RATE SCHEDULE OS (PART I/II)**

Form 24 (Closed Schedule)

Contract No. _____

Customer Name _____ Date _____

DBA _____ Telephone No. _____ Tax I. D. _____

Street Address (Subdivision, etc.) of Light(s) _____

Billing Address _____

Driving Directions _____

No. of Light(s) _____ Location of Light(s) _____

Meter No. _____ Account No. _____ JETS WO No. _____

CUSTOMER-OWNED FIXTURE(S):

High Pressure Sodium

_____ 8800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$~~4.03~~1.11 each per month \$ _____

All others to be billed as follows:

_____ Light(s) @ a base rate of \$ _____ * each per month (kWh for one light = _____)	\$ _____
_____ Light(s) @ a base rate of \$ _____ * each per month (kWh for one light = _____)	\$ _____
_____ Light(s) @ a base rate of \$ _____ * each per month (kWh for one light = _____)	\$ _____
Total Base Monthly Charge**	
	\$ _____

* This base rate per light is calculated by taking the kWh for one light and multiplying by \$~~0.025470~~0.0590. Repeat this line for each different type of customer-owned light other than the 8800 Lumen light shown above.

** Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

The Applicant requests the necessary electric energy for the operation thereof for the fixtures described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover the electric service. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: ~~S.W. Connally, Jr~~Tiffany Cohen

EFFECTIVE: January 1, 2019

GULF POWER COMPANY

Section VII
First Revised Sheet No. 7.56
Canceling Original Sheet No. 7.56

Form 24 (Continued)

Contract No. _____

In consideration of the supplying of said electric current, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART 1/11)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure.

GULF POWER COMPANY

APPLICANT

Application
Taken by _____
Approved by _____
Authorized Company Representative

Applicant _____
Title _____
Date _____

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

~~Section VII
Original Sheet No. 7.57~~

~~GULF POWER COMPANY
LANDLORD "LEAVE SERVICE ACTIVE"
AGREEMENT~~

~~This Agreement is made by and between Gulf Power Company ("Gulf") and _____
_____ ("Customer"). Unless sooner terminated as provided herein, this Agreement
shall be for an initial term of twelve months and shall continue thereafter until terminated by mutual
agreement or thirty (30) days prior written notice by either party to the other. The foregoing notwithstanding,
this Agreement may be terminated by Gulf as specifically provided herein.~~

~~Gulf agrees to furnish electric energy to rental units on the premises of the Customer located at
_____ and to permit the use of such
energy by the Customer, all subject to and in accordance with the appropriate rate schedule(s) in Gulf's
Tariff for Retail Electric Service as filed with the Florida Public Service Commission (FPSC).~~

~~The Customer agrees to be responsible for all electric energy used on the premises except when
such rental units are being served by Gulf through an account in the name of a responsible tenant. The
Customer agrees to use the same Customer name on all rental unit accounts associated with this Agreement
and to provide Gulf 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 for a rental unit associated with this Agreement, Gulf
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 for a rental unit associated with this Agreement, Gulf
will obtain a meter reading and transfer the service from the Customer's name to the tenant's name.~~

~~This Agreement is subject to the rules, regulations, and rate schedules for electric service on file with the
F.P.S.C., 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 Gulf 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 Gulf 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.~~

~~Failure to comply with any of the conditions of this Agreement, within the sole discretion of Gulf Power
Company, can result in the immediate termination of this Agreement and removal of all of Customer's
accounts from the program created by this Agreement. Customer will be sent written notification to the mailing
address on file in the event of agreement termination.~~

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

_____	GULF POWER COMPANY
By (Print Name) _____	By (Print Name) _____
By (Signature) _____	By (Signature) _____
Title _____	Title _____
Date _____	Date _____

~~ISSUED BY: Travis Bowden DATE EFFECTIVE: November 18, 1997~~

Section VII

~~First Revised Sheet No. 7.58~~

~~Cancels Original Sheet No. 7.58~~

~~[PLEASE COMPLETE THE APPROPRIATE SIGNATURE BLOCK.]~~

STATE OF FLORIDA
COUNTY OF _____

SOLE PROPRIETORSHIP/INDIVIDUAL

The foregoing instrument was acknowledged before me this _____ day of _____, 1920
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)

CORPORATION

The foregoing instrument was acknowledged before me this _____, 1920 by
— a

_____ as _____ a
(name of officer or agent) (title of officer or agent) (name of corporation acknowledging)

_____ corporation, on behalf of the corporation. He/She is personally known to me
of
(state or place of incorporation)

has produced _____ as identification and did/did not take an oath.
(type of identification)

LIMITED PARTNERSHIP

The foregoing instrument was acknowledged before me this day _____ by
a partner/agent on behalf _____
(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 acknowledgment)

~~MY COMMISSION
EXPIRES:~~

(Name of acknowledger typed, printed or stamped)

(Title or rank)

Serial number, if any)

ISSUED BY: ~~Travis Bowden Tiffany Cohen~~ DATE EFFECTIVE: ~~November 18, 1997~~

~~Section No. VII
Original Sheet No. 7.59~~

~~GULF POWER COMPANY~~

~~MASTER CONTRACT FOR ELECTRIC SERVICE~~

~~Form 26~~

~~THIS MASTER CONTRACT ("Contract") for electric service is entered into this day of _____ ("Effective Date") between Gulf Power Company ("Company") and 11-11 _____ ("Customer").~~

~~IN CONSIDERATION of the mutual agreements hereinafter contained, IT IS AGREED:~~

~~Scope. Company will supply electric service to Customer, and Customer will purchase, receive and pay Company for such service in accordance with this Contract.~~

~~Rules, Regulations and Rates. Florida state law and the rules, regulations and applicable rate schedules of Company as may be filed with and regulated by the Florida Public Service Commission govern this service and are incorporated herein by reference. Such laws, rules, regulations and applicable rate schedules are subject to change during the term of this Contract as provided by law. Copies of current rules, regulations and applicable rate schedules are available from Company upon request and may be attached to this Contract.~~

~~Term. The term of this Contract applicable to each premises governed hereunder shall be as set forth in any Premises Exhibits governing such premises that are attached to this Contract at execution of this Contract or that are executed after the Effective Date of this Contract and reference this Contract. (This Contract is executed with () Premises Exhibits attached.) Either party may terminate this Contract upon written notice to the other of such termination. However, the only effect of such termination shall be to prevent the parties from adding premises to this Contract after the date of termination. The terms and provisions of this Contract shall remain in full force and effect for each premises described in a Premises Exhibit for the duration of the term stated in such Premises Exhibit.~~

~~Service to Premises. The characteristics of the service to be furnished to each premises to be governed by this Contract shall be described on one or more Premises Exhibits attached to this Contract at execution or which are executed by each party and reference this Contract. Each Premises Exhibit shall be deemed to be a separate and independent contract between the parties hereto which incorporates the terms and conditions of this Contract.~~

~~Payment. During the term of this Contract, Customer will pay monthly charges calculated in accordance with the rules, regulations and applicable rate schedules.~~

~~Equipment. Customer, at its expense, shall maintain and operate its equipment so that it does not cause unacceptable voltage fluctuations, harmonically related disturbances, overload, or other disturbances on Company's electrical and communications systems, or affect the safe, economical and reliable operation of Company's electric system. Customer, at its expense, shall immediately correct any such unacceptable use of electric power, including the provision of suitable apparatus to prevent or cure such effects where necessary.~~

~~ISSUED BY: Travis Bowden EFFECTIVE: June 27, 2000~~

~~Section No. VII
First Revised Sheet No. 7.60
Canceling Original Sheet No. 7.60~~

~~7. Limitation of Liability. Company does not guarantee that service will be free from, and Company shall not be liable for, interruptions, surges, voltage fluctuations or disturbances. Company shall have no liability for any loss or damage from any loss of service, or delay in providing service.~~

~~8. Assignment of Contract. Customer shall not assign this Contract without written consent of Company.~~

~~9. Remedies. In the event of default by either party, the nondefaulting party may pursue any and all judicial and administrative remedies and relief available.~~

~~10. Non-waiver. The parties agree that this Contract does not preclude the Company from collecting any additional costs as directed or authorized by a legislative body, administrative body, or court having jurisdiction over such issues.~~

~~11. Miscellaneous. A waiver of one or more defaults by either party shall not be deemed a waiver of any other or subsequent default by such party. This document, those documents incorporated by reference and any attachments constitute the entire agreement between the parties with respect to the subject matter of this Contract. No modification of this Contract, except as provided in paragraph 2 above, shall be binding unless it is in writing and accepted by Customer and Company. This Contract shall be governed by the laws of the State of Florida.~~

~~IN WITNESS WHEREOF, each of the parties hereto has caused this Contract to be executed by _____ duly authorized representative, as of the effective date hereof. _____~~

GULF POWER COMPANY

By: _____ By: _____

Title: _____ Title: _____

ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012

~~Section No. VII
First Revised Sheet No. 7.61
Canceling Original Sheet No. 7.61~~

**PREMISES EXHIBIT DATED _____
TO
MASTER CONTRACT FOR ELECTRIC SERVICE DATED _____
Form 27**

~~Gulf Power Company ("Company"), and _____ ("Customer") agree that the
Master Contract ("Contract") for electric service shall apply to each of the premises identified below.~~

~~1. Service to Premises.~~

~~The characteristics of the service to be furnished at this premises under this Contract are as follows:~~

- ~~a. Premises location: _____~~
- ~~b. Frequency: Approximately sixty (60) hertz~~
- ~~c. Voltage and Phase: _____~~
- ~~d. Delivery Point: _____~~
- ~~e. Rate Schedule(s): _____~~
- ~~f. Service level: () transmission () primary () secondary~~
- ~~g. Rate Rider(s): _____~~
- ~~h. Commencement of electric service not later than: _____~~
- ~~i. Contract Capacity: _____~~
- ~~j. Minimum billing demand: _____~~

~~2. _____ This Premises Exhibit shall be effective for the above premises on the date of commencement of electric service under the terms identified in (a) through (j) above. The term of the Contract for this premises shall be _____ () year(s) from the date of commencement of electric service under the terms identified in (a) through (j) above. The Contract shall continue in effect thereafter until terminated by either party providing written notice to the other in accordance with the rules, regulations and applicable rate schedules.~~

~~3. Additional Provisions. Additional terms and conditions relating to the provision of service to the premises identified herein may be attached hereto. Such attached terms and conditions shall be controlling over any conflicting terms set forth herein or in the Contract. The following such terms and conditions are attached hereto and incorporated herein by reference:~~

~~4. Prior Agreements. This Premises Exhibit, upon becoming effective, shall cancel and supersede any previously existing Premises Exhibit covering service to this premises.~~

~~Company and Customer have each caused this Premises Exhibit to be executed by its duly authorized representative as of the date stated above.~~

_____ **GULF POWER COMPANY**
 By: _____ By: _____
 Title: _____ Title: _____

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.62

GULF POWER COMPANY

Certificate of Compliance
Small Power Generation Systems
Form 28

The undersigned contractor / constructor does hereby certify that the small power generation system (10,000 kW or smaller) described below, is in compliance with the following codes and standards:

- a. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Photovoltaic Systems", dated January 17, 2001,
- b. UL Standard 1703, entitled "Standard For Safety: Flat Plate Photovoltaic Modules and Panels", dated August 1, 1986,
- c. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996,
- d. IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems", dated April 3, 2000, and
- e. All applicable city, county, state, and federal construction codes and standards.

Small Power Generation System Description

Owner's Name: _____

Location of Installation:

General Description (type, size, manufacturer, etc.) _____


~~~~~

Contractor Name and Address:

\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

License No. \_\_\_\_\_

**ISSUED BY:** Tom Fanning

**EFFECTIVE:** June 28, 2002



**Gulf Power Company  
Community Solar Customer Five-Year Participation Agreement**

**Form 29**

This Agreement is made by and between Gulf Power Company, ("Gulf Power" or the "Company") and \_\_\_\_\_ (the "Customer"). The Company and the Customer are collectively referred to as the "Parties."

WHEREAS, the Customer currently receives electric service from the Company pursuant to Gulf Power's Rate Schedule \_\_\_\_\_ at the following location \_\_\_\_\_ which has been assigned a Gulf Power Account Number of \_\_\_\_\_ (the "Service Premises"); and

WHEREAS, the Customer's actual (or estimated, in the case of insufficient service history) average kilowatt-hour ("kWh") consumption at the Service Premises for the previous twelve-month period is \_\_\_\_\_; and

WHEREAS, the Customer desires to participate in the Company's voluntary community solar offering (the "Solar Program") in accordance with the terms of Rate Rider CS (Community Solar) which has been approved by the Florida Public Service Commission (the "FPSC") a copy of which is attached to this Agreement and incorporated herein as Exhibit "A";

The Parties hereby agree as follows:

1. The Customer agrees to participate in the Solar Program for a period of five (5) Annual Periods beginning on the first day of the billing cycle in which the Customer's first Annual Subscription Fee (as defined below) is paid, (the "Term") subject to the terms and conditions contained in the Rate Rider and this Agreement. For purposes of this Agreement an "Annual Period" means any one of a succession of consecutive three hundred sixty five (365) day periods (or a three hundred sixty six (366) day period in the case of a leap year).
2. The Customer agrees to purchase a total of \_\_\_\_\_ subscription(s) during each Annual Period of the Term, which subscriptions shall not exceed 100 percent of actual (or estimated, in the case of insufficient service history) average kWh consumption at the Service Premises for the previous twelve (12) month period.
3. The Customer agrees to pay the Company an annual subscription fee of \$ \_\_\_\_\_ (\$89.00 multiplied by the number of subscriptions purchased) throughout the Term in exchange for their right to participate in the Solar Program ("Annual Subscription Fee"). The first Annual Subscription Fee will appear as a line item on the Customer's monthly electric service billing statement in the month following the first month of the Customer's enrollment in the Solar Program and will be due and payable to the Company on or before the date specified on the billing statement. Subsequent Annual Subscription Fees will automatically appear as line items on billing statements rendered to the Customer during the second through fifth Annual Periods of

~~Section No. VII  
Original Sheet No. 7.64~~

**Form 29 (Continued)**

~~the Term. The Customer's aggregate monetary obligation to Gulf Power under this Agreement totals \_\_\_\_\_ (Annual Subscription Fee multiplied by five (5)).~~

~~4. \_\_\_\_\_ In the event the Customer fails to pay an Annual Subscription Fee by the date specified in a billing statement, the Company reserves the right to terminate the Customer's participation in the Solar Program. Termination of the Customer's right to participate in the Solar Program will in no way impact the Customer's right to receive, or the Company's obligation to provide, electric service to the Customer pursuant to the Company's Tariff for Retail Electric Service.~~

~~5. \_\_\_\_\_ In the event that the Customer transfers their electric service to a different location within Gulf Power's service area, the Customer's Solar Program subscription will be transferred to the new service location. The Customer shall not be permitted to transfer or assign their subscription to third parties.~~

~~6. \_\_\_\_\_ If, for any reason, the Customer moves to a location outside of Gulf Power's service area and discontinues electric service with Gulf Power as a result, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term. However, the Customer shall not be entitled to a refund for Annual Subscription Fees which have previously been paid to the Company.~~

~~7. \_\_\_\_\_ In the event that the Solar Program is discontinued or modified by the Florida Public Service Commission, Gulf Power reserves the right to terminate this Agreement. In such case, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term.~~

~~8. \_\_\_\_\_ Unless otherwise provided in this Agreement, the Customer's obligation to pay the Annual Subscription Fee for each Annual Period during the Term is not subject to termination or cancellation by the Customer.~~

~~9. \_\_\_\_\_ Any and all Renewable Energy Credits ("RECs"), associated with the Customer's subscription to the Solar Program will be retired by the Company on behalf of the Customer. For purposes of this Agreement the term RECs means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy generated by the solar facilities that could qualify or do qualify for application toward compliance with any local, state or federal energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective. By way of example, if the actual output of the solar facilities associated with the Solar Program totals 2,100,000 kWh in a given Annual Period, the maximum number of subscriptions to the Program is 3,000 and the Customer has secured 10 subscriptions, the Company would retire RECs equivalent to 7,000 kWh for that particular customer.~~

ISSUED BY: S. W. Connally, Jr. \_\_\_\_\_

Effective: March 1, 2016

~~Section No. VII  
Original Sheet No. 7.65~~

**Form 29 (Continued)**

~~10. This Agreement does not convey to the Customer any right, title or interest in or to any portion of the property comprising the solar facilities constructed pursuant to the Solar Program. Such facilities will be owned, operated, controlled and maintained exclusively by the Company and any tax credits or other tax benefits associated with the construction and/or ownership of such facilities will belong solely to the Company.~~

~~11. Due to the cost to construct the solar facilities, the Customer and other participants in the Solar Program will be paying a monetary premium during the Term as compared to non-participants. Bill credits issued to the Customer pursuant to the Solar Program are not intended, or expected, to fully offset subscription fees paid by the Customer.~~

~~12. This Agreement constitutes the entire agreement between the Parties with respect to the Customer's participation in the Solar Program and supersedes all previous proposals, whether oral or written, and all other communications between the Parties. This Agreement is not intended to alter or modify any rate, charge, term or condition of electric service provided by the Company to the Customer. The Customer will continue to be billed for all of their electricity consumption at the applicable retail rate and will see the bill credits for solar facility production as dollars that offset their total bills.~~

~~13. This Agreement shall be governed by the laws of the State of Florida, including applicable regulations of the Florida Public Service Commission and the Company's Tariff for Retail Electric Service.~~

Customer: \_\_\_\_\_ Gulf Power Company

\_\_\_\_\_  
Customer Signature Representative of Gulf Power

\_\_\_\_\_  
Customer Printed Name Printed Name

\_\_\_\_\_  
Customer Account Number

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.66

## CURTAILABLE LOAD SERVICE AGREEMENT

### Form 30

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
by and between \_\_\_\_\_ the "Customer")  
located at \_\_\_\_\_ in  
\_\_\_\_\_, Florida and Gulf Power Company, a Florida  
corporation (the "Company" or "Gulf Power").

### WITNESSETH

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

1. The Company agrees to furnish and the Customer agrees to take service under rate schedule \_\_\_\_\_ and the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.
2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.
3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at \_\_\_\_\_ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Firm Demand shall not be subject to change during the term of this Agreement.
4. The Customer's Non-Firm Demand for purposes of the Curtailable Rider shall be set at \_\_\_\_\_ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Non-Firm Demand shall not be subject to change during the term of this Agreement. Upon receipt of notice from the Company, the Customer agrees to curtail its Non-Firm Demand during all curtailment periods and test periods designated by the Company.
5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the Company will provide the Customer with a monthly billing credit of \$\_\_\_\_\_ per kW for each kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit shall not be subject to change during the term of this Agreement.
6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load:

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.67

**Form 30 (Continued)**

Name of Contact Person(s); \_\_\_\_\_  
Office and/or Cellular Telephone Number(s);  
and Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

7. 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 result of the curtailment of electric service.

8. The term of this Agreement shall commence on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ and end on \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.68

**Form 30 (Continued)**

10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.

11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.

13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

Charges and Terms Accepted:

\_\_\_\_\_

Customer Name

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Print or type name)

Title: \_\_\_\_\_ Attest: \_\_\_\_\_

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.69

**ELECTRIC SERVICE AND METER SOCKET REQUIREMENTS**  
**Form 31**

APPLICANT Current Account No. \_\_\_\_\_

MAILING ADDRESS

CITY, ZIP CODE SERVICE ADDRESS/LEGAL DESCRIPTION

PHONE (WEEKDAYS) \_\_\_\_\_ DATE \_\_\_\_\_

Gulf Power is pleased to advise that electric service for your proposed \_\_\_\_\_ will be available from our distribution facilities as shown on the sketch below. We understand you are requesting Overhead Underground, volts, phase service. The items checked below and receipt by our representative of the white copy of this form with your signature acknowledging your receipt, are required before Gulf Power Company provides electric service.

|             |                                                                   |               |                |
|-------------|-------------------------------------------------------------------|---------------|----------------|
| Payment:    | • Construction/Temporary Service Charge:                          | _____         | \$             |
| (Check or   | • Security Deposit for Construction/Temporary Service:            | _____         | \$             |
| MoneyOrder) | • Underground/Overhead Differential Charge for Permanent Service: | _____         | \$             |
|             | • _____                                                           | _____         | Line Extension |
|             | Construction in Aid of Construction (CIAC):                       | _____         | \$             |
|             |                                                                   |               |                |
|             |                                                                   | <b>TOTAL:</b> | \$ _____       |

Tree Trimming & Clearing: \_\_\_\_\_ Feet  
Each Side of Proposed Line.

Installation of Meter Socket & Downpipe/  
according to Gulf Specifications  
(see checklist on reverse side of this sheet)  
Install eyebolt (for Gulf to attach wire to)

Configuration Meter Socket\*  
Before will billed after permanent service provided.

\*Meter enclosure must be approved for use  
In Gulf service area. Current list of approved  
enclosures available upon request. Socket configurations  
are shown on reverse side of this form.

Site Plan • Electrical Load Information/Plans.  
Easement for Gulf Facilities/Legal Description of  
Property  
Contact Gulf \_\_\_\_\_ days before Certificate Weatherhead  
of Occupancy concerning Application/Security  
Deposit for permanent service.  
Final City/County Electrical Inspection

\$ \_\_\_\_\_ Security Deposit is required  
Other \_\_\_\_\_

For overhead service, minimum attachment height is to be 12 feet above grade. For underground service, minimum cover is to be 24 inches (maximum 36 inches). Gulf specifications and requirements must be adhered to and are available upon request. Upon timely completion of the above required items and agreement between you and our Representative, service may be provided approximately the week of or as mutually agreed upon. Changes to type service requested, failure to comply with above requirements, or delays to Gulf's construction schedule may affect proposed date of service.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.70

**RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT**

**Form 32**

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, having a primary residence located at \_\_\_\_\_ (hereafter, the "Customer") and G U L F Power, a Florida corporation, having offices XXXX (hereafter "Company")(each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at \_\_\_\_\_ (hereafter the "Residential Property").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for \_\_\_\_\_ years following the Residential Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
  - (a) Residential Operation. Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
  - (b) Commencement of Monthly Service Payment Upon Residential Operation Date. Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

**Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

ISSUED BY: Tiffany Cohen

**EFFECTIVE:**



**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.71

**Form 32 (Continued)**

**5. Customer Payments.**

(a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.

(b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts. 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, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

**6. Customer Credit Requirements.** In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond s heets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.

**7. Right of Access.** Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").

**8. Company Operation and Testing of Equipment.** The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.

**9. Customer Responsibilities.** Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.72

**Form 32 (Continued)**

**10. Permits and Regulatory Requirements.** Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

**11. Title and Risk of Loss.**

- (a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

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GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.73

**Form 32 (Continued)**

- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
- ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

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EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.74

**Form 32 (Continued)**

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

**13. Warranty and Representations.**

- (a) Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

**14. LIMITATIONS OF LIABILITY.**

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.

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EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.75

**Form 32 (Continued)**

**(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.**

**Agreed and accepted by Customer: \_\_\_\_\_ (Initials)**

- 15. Force Majeure.** Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
- 16. Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.
- 17. Insurance and Indemnity.**
- (a) Insurance to Be Maintained by the Company.** At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
  - (b) Insurance to Be Maintained by the Customer.** During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
  - (c) Indemnity.** The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
- 18. Non-Waiver.** The failure of either Party to insist upon the performance of any term or condition of this Agreement 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.

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GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.76

**Form 32 (Continued)**

19. **Assignment.** Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.
20. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Escambia County, Florida or the United States District Court for the Northern District 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 Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
21. **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 Agreement.
22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

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**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.77

**Form 32 (Continued)**

23. Survival. The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
24. Notices. All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of \_\_\_\_\_ . Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
25. Further Assurances. Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
26. Entire Agreement. The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

**Customer**

**GULF Power**

By: \_\_\_\_\_

By: \_\_\_\_\_

(Signature)

(Signature of Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.78

**NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT**

**FORM 33**

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_, a \_\_\_\_\_, having its principal office at \_\_\_\_\_ (hereafter, the "Customer") and Gulf Power Company, a Florida corporation, having offices at \_\_\_\_\_ (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at \_\_\_\_\_ (hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for \_\_\_\_\_ years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
  - (a) **Commercial Operation.** Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".
  - (b) **Commencement of Monthly Service Payment Upon Commercial Operation Date.** Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.
5. **Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material

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GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.79

**Form 33 (Continued)**

6. way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.
7. **Customer Payments.**
- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. 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, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the proceeding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
8. **Customer Credit Requirements.** At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond and sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
9. **Grant of Easement to Company.** Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event

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GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.80

**Form 33 (Continued)**

10. creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.
11. **Company Operation and Testing of Equipment.** The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
12. **Customer Responsibilities.** Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
13. **Permits and Regulatory Requirements.** Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.
14. **Title and Risk of Loss.**
  - (a) Title. The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.
  - (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

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EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.81

**Form 33 (Continued)**

- (c) Risk of Loss to Equipment (Customer Responsibility). CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY") . Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

**15. Expiration or Termination of Agreement.**

- (a) **Early Termination for Convenience by Customer.** Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.
- (b) **Early Termination by Company for Convenience or by Company Due to Change in Law .** The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.82

**Form 33 (Continued)**

in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

(c) **Early Termination of Agreement for Cause.** In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.

i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.

ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

(e)(d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No.7.83

**Form 33 (Continued)**

remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt,

Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).
- (f) **Termination of Easements.** Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

**16. Warranty and Representations.**

(a) **Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**

(a)(b) **Customer Representations and Warranties.** The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.84

**Form 33 (Continued)**

**17. LIMITATIONS OF LIABILITY.**

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: \_\_\_\_\_ (Initials)

- 18. Force Majeure.** Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.

- 2-19. Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No.7.85

**Form 33 (Continued)**

**20. Insurance and Indemnity.**

**(a) Insurance to Be Maintained by the Company.**

- i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
- ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.
- iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

**(b) Insurance to Be Maintained by the Customer.**

- i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.
- ii. In the event Customer is subject to Section 728.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.

**(c) Indemnity.** The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

**3.21. Non-Waiver.** The failure of either Party to insist upon the performance of any term or condition of this Agreement 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.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.86

**Form 33 (Continued)**

- 4.22. Assignment.** Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.
- 5.23. Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District 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 Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
- 24. 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 Agreement.
- 25. Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- 26. Survival.** The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
- 27. Notices.** All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of \_\_\_\_\_. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
- 6.28. Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

ISSUED BY: Tiffany Cohen

EFFECTIVE:



**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.87

**Form 33 (Continued)**

**7.29. Governmental Entities.** For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.

**30. Entire Agreement.** The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

**Customer**

**Gulf Power Company**

By: \_\_\_\_\_ By: \_\_\_\_\_  
(Signature of Authorized Representative) (Signature of Authorized Representative)

\_\_\_\_\_  
(Print or Type Name) (Print or Type Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.88

**Existing Facility Economic Development Rider - EFEDR**  
**Service Agreement**  
**Form 34**

New Load established in General Service or Industrial space that has been vacant for more than six months:

CUSTOMER NAME

ADDRESS

TYPE OF BUSINESS

The Customer hereto agrees as follows:

1. Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of measured demand full-time jobs.
2. That the quantity of new or expanded load shall be \_\_\_\_\_ kW of Demand.
3. The nature of this new or expanded load is \_\_\_\_\_.
4. The general service/industrial space of the new load has been vacant for more than six months.
5. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay, any contributions in aid of construction or guarantees for any additional facilities that may be required.
6. To initiate service under this Rider on \_\_\_\_\_, \_\_\_\_\_, and terminate service under this Rider on \_\_\_\_\_, \_\_\_\_\_. This shall constitute a period of five years.
7. To provide verification that the availability for this Rider is a significant factor in the Customer's location / expansion decision.
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 EFEDR and continue the schedule of the credits.
9. To provide verification that there is no affiliation with the prior occupant.

Signed: \_\_\_\_\_ Accepted by: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. VII  
Original Sheet No. 7.89

**EASEMENT**  
**Form 35**

[ \_\_\_\_\_ ]

|                                                                       |                                                                                            |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
|                                                                       | <b><u>EASEMENT</u></b><br><b><u>(INDIVIDUAL)</u></b><br><u>This Instrument Prepared By</u> |
| <u>Sec. _____, Twp _____, Rge _____ E _____</u>                       | <u>Name: _____</u>                                                                         |
| <u>Parcel I.D. # _____</u><br><u>(Maintained by County Appraiser)</u> | <u>Co. Name: _____</u><br><u>_____</u>                                                     |
|                                                                       | <u>Address: _____</u>                                                                      |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[ \_\_\_\_\_ Reserved for Circuit Court \_\_\_\_\_ ]

See Exhibit "A" ("EasementArea")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.90

**Form 35 Continued**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

Print Name: \_\_\_\_\_ By \_\_\_\_\_  
(Witness' Signature)

Print Name: \_\_\_\_\_ Print Address: \_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Witness' Signature) By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
(Witness)

Print Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_,  who is (are) personally known to me or  has (have) produced \_\_\_\_\_ as identification or by means of  physical presence or  online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

\_\_\_\_\_  
Print Name of Notary Public

My Commission Expires: \_\_\_\_\_

Commission Number \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.91

**Form 35 Continued**

|                                                                 |                                                                                           |
|-----------------------------------------------------------------|-------------------------------------------------------------------------------------------|
|                                                                 | <b><u>UNDERGROUND EASEMENT<br/>(INDIVIDUAL)</u></b><br><u>This Instrument Prepared By</u> |
| <u>Sec. ___ , Twp ___ , Rge ___ E ___</u>                       | <u>Name: _____</u>                                                                        |
| <u>Parcel I.D. # _____<br/>(Maintained by County Appraiser)</u> | <u>Co. Name: _____<br/>_____</u>                                                          |
|                                                                 | <u>Address: _____<br/>_____</u>                                                           |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[ Reserved for Circuit Court ]

See Exhibit "A" (Easement Area).

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.92

**Form 35 Continued**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

|                                           |                      |
|-------------------------------------------|----------------------|
| Print Name: _____<br>(Witness' Signature) | By _____             |
| Print Name: _____<br>(Witness)            | Print Address: _____ |
| _____<br>(Witness' Signature)             | By: _____            |
| Print Name: _____<br>(Witness)            | Print Name: _____    |
|                                           | Print Address: _____ |

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_,  who is (are) personally known to me or  has (have) produced \_\_\_\_\_ as identification or by means of  physical presence or  online notarization, and who did (did not) take an oath.

And  
Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Florida  
\_\_\_\_\_  
Print Name of Notary Public

My Commission Expires: \_\_\_\_\_ Commission Number \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.93

**Form 35 Continued**

[ \_\_\_\_\_ ]

|                                                                       |                                                                             |
|-----------------------------------------------------------------------|-----------------------------------------------------------------------------|
|                                                                       | <b><u>EASEMENT<br/>(BUSINESS)</u></b><br><u>This Instrument Prepared By</u> |
| <u>Sec. _____ , Twp _____ , Rge _____ E _____</u>                     | <u>Name: _____</u>                                                          |
| <u>Parcel I.D. # _____</u><br><u>(Maintained by County Appraiser)</u> | <u>Co. Name: _____</u><br><u>_____</u>                                      |
|                                                                       | <u>Address: _____</u><br><u>_____</u>                                       |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

[ \_\_\_\_\_ Reserved for Circuit Court \_\_\_\_\_ ]

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII

Original Sheet No. 7.94

**Form 35 Continued**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness' Signature)

\_\_\_\_\_  
Print Name  
(Witness)

\_\_\_\_\_  
(Witness' Signature)

\_\_\_\_\_  
Print Name  
(Witness)

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_, who is (are) personally known to me or  has (have) produced \_\_\_\_\_ as identification or by means of  physical presence or  online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:



**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.95

**Form 35 Continued**

[ \_\_\_\_\_ ]

|                                                          |                                                                                  |
|----------------------------------------------------------|----------------------------------------------------------------------------------|
|                                                          | <b><u>UNDERGROUND EASEMENT<br/>(BUSINESS)</u></b><br>This Instrument Prepared By |
| Sec. _____, Twp _____, Rge _____ E _____                 | Name: _____                                                                      |
| <u>Parcel I.D. #</u><br>(Maintained by County Appraiser) | <u>Co. Name:</u><br>_____                                                        |
|                                                          | Address: _____                                                                   |

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non- exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[ Reserved for Circuit Court ]

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.96

**Form 35 Continued**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on \_\_\_\_\_.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
(Witness' Signature)

Print Name: \_\_\_\_\_  
(Witness)

Print Name: \_\_\_\_\_  
(Witness' Signature)

Print Name \_\_\_\_\_  
(Witness)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_, and \_\_\_\_\_, who is (are) personally known to me or I has (have) produced \_\_\_\_\_ as identification or by means of  physical presence or  online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this day of \_\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.97

GULF POWER COMPANY

**FORM 36**  
**BUSINESS INCENTIVE RIDER**  
**Service Agreement (SBIR, MBIR & LBIR)**

CUSTOMER NAME

EMAIL

ADDRESS

TYPE OF BUSINESS

**Type of Customer** (check one)

New

Expansion

**Power Projections under the BIR**

| <u>Anticipated Power Service Start Date</u> |                |               |               |               |               |               |
|---------------------------------------------|----------------|---------------|---------------|---------------|---------------|---------------|
|                                             | <u>Current</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
| <u>Maximum Annual Demand (kW)</u>           |                |               |               |               |               |               |
| <u>Annual Load Factor (%)</u>               |                |               |               |               |               |               |

**Employment and Capital Investment Projections under the BIR**

| <u>Current Number of Full-time Employees (if expansion)</u> |               |               |               |               |               |
|-------------------------------------------------------------|---------------|---------------|---------------|---------------|---------------|
|                                                             | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
| <u>Full-time Employment (at end of each year)</u>           |               |               |               |               |               |
| <u>Projected Incremental Capital Investment</u>             |               |               |               |               |               |

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII

Original Sheet No. 7.98

(Continued Form 36)

The Customer hereto agrees as follows:

1. To create \_\_\_\_\_ full-time jobs.
2. That the quantity of new or expanded load shall be \_\_\_\_\_ KW of Demand.
3. The nature of this new or expanded load is \_\_\_\_\_
4. To initiate service under this Rider on \_\_\_\_\_, and terminate service under this Rider on \_\_\_\_\_ . This shall constitute a period of five years.
5. In case of early termination, the Customer must pay Gulf Power Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.
6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
7. 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 and continue the schedule of credits.
8. That the amount of capital investment associated with this new or expanded facility shall at least include \_\_\_\_\_ within the first year of service.

Signed: \_\_\_\_\_

Accepted by: \_\_\_\_\_

GULF POWER COMPANY

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.99

GULF POWER COMPANY

**FORM 36**  
**BUSINESS INCENTIVE RIDER**  
**Service Agreement (XLBIR)**

\_\_\_\_\_  
CUSTOMER NAME

\_\_\_\_\_  
EMAIL

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TYPE OF BUSINESS

**Type of Customer** (check one)

|                                     |                                           |
|-------------------------------------|-------------------------------------------|
| <input type="checkbox"/> <u>New</u> | <input type="checkbox"/> <u>Expansion</u> |
|-------------------------------------|-------------------------------------------|

**Power Projections under the BIR**

| <u>Anticipated Power Service Start Date</u> |                |               |               |               |               |                |
|---------------------------------------------|----------------|---------------|---------------|---------------|---------------|----------------|
|                                             | <u>Current</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u>  |
| <u>Maximum Annual Demand (kW)</u>           |                |               |               |               |               |                |
| <u>Annual Load Factor (%)</u>               |                |               |               |               |               |                |
|                                             |                | <u>Year 6</u> | <u>Year 7</u> | <u>Year 8</u> | <u>Year 9</u> | <u>Year 10</u> |
| <u>Maximum Annual Demand (kW)</u>           |                |               |               |               |               |                |
| <u>Annual Load Factor (%)</u>               |                |               |               |               |               |                |

**Employment and Capital Investment Projections under the BIR**

| <u>Current Number of Full-time Employees (if expansion)</u> |               |               |               |               |                |
|-------------------------------------------------------------|---------------|---------------|---------------|---------------|----------------|
|                                                             | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u>  |
| <u>Full-time Employment (at end of each year)</u>           |               |               |               |               |                |
| <u>Projected Incremental Capital Investment</u>             |               |               |               |               |                |
|                                                             | <u>Year 6</u> | <u>Year 7</u> | <u>Year 8</u> | <u>Year 9</u> | <u>Year 10</u> |
| <u>Full-time Employment (at end of each year)</u>           |               |               |               |               |                |
| <u>Projected Incremental Capital Investment</u>             |               |               |               |               |                |

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 8.00

(Continued from Form 36)

The Customer hereto agrees as follows:

1. To create \_\_\_\_\_ full-time jobs.
  
2. That the quantity of new or expanded load shall be \_\_\_\_\_ KW of Demand.
  
3. The nature of this new or expanded load is \_\_\_\_\_
  
4. \_\_\_\_\_ To initiate service under this Rider on \_\_\_\_\_, and terminate service under this Rider on \_\_\_\_\_, \_\_\_\_\_. This shall constitute a period of five years.
  
5. In case of early termination, the Customer must pay Gulf Power Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.
  
6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
  
7. 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 and continue the schedule of credits.
  
8. That the amount of capital investment associated with this new or expanded facility shall at least include within the first year of service.

Signed: \_\_\_\_\_ Accepted by: \_\_\_\_\_

GULF POWER  
COMPANY

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 8.01

**GULF POWER MEDICALLY ESSENTIAL SERVICE**  
**Form 37**  
**PART A: CUSTOMER APPLICATION**

Account No.: \_\_\_\_\_  
Customer Name: \_\_\_\_\_  
Service Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Daytime Area Code & Telephone Nos.: ( ) - and /or ( )  
Name of Patient Using Equipment: \_\_\_\_\_ Patient's Physician: \_\_\_\_\_

**I agree to Terms and Conditions**

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Patient/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PART B: PHYSICIAN'S CERTIFICATE**

Physician's Name: \_\_\_\_\_ Physician's License #: \_\_\_\_\_

Physician's Address: \_\_\_\_\_

Physician's Area Code & Telephone Nos.:( ) - and/or ( )  
\_\_\_\_\_ -

I, \_\_\_\_\_, duly licensed and authorized to practice medicine  
in the \_\_\_\_\_  
*[Name of physician]*

State of Florida, hereby certify that \_\_\_\_\_  
*[Name of patient]*  
who resides at \_\_\_\_\_  
*[Patient's place of residence]*

**is under my care, and/or has consulted with me within the past 12 months, and depends upon electric-powered equipment as follows that must be operated continuously or as circumstances require in order to avoid the loss of his/her life or serious medical complications.**

\_\_\_\_\_  
\_\_\_\_\_

The patient uses this equipment \_\_\_\_\_ hours within each twenty-four (24) hour period. The following medical condition is why, in my opinion, this patient needs the continuous or specified use of this equipment.

Physician's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Section No. IV  
Original Sheet No. 8.02

**Form 37(Continued)**

(Continued)

**WARNING – PART B – PHYSICIAN’S CERTIFICATE:** False certification of medically essential service by a physician is a violation of s. 458.331(1)(h) or s. 459.015(1)(i), Fla. Stat. and constitutes grounds for discipline, penalties and /or enforcement.

**Return to Gulf Power at: \_\_\_\_\_ . This Notice of Exclusion From Disclosure will be effective upon Gulf’s receipt of this properly completed Notice and will remain in effect until Gulf Power is advised by the customer in writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different Gulf Account Number.**

**GULF POWER MEDICALLY ESSENTIAL SERVICE  
NOTICE OF EXCLUSION FROM DISCLOSURE**

**Date: GULF Account No.: \_\_\_\_\_ Customer Name: \_\_\_\_\_**

**GULF Customer Number: \_\_\_\_\_**

**Service Address: \_\_\_\_\_**

**City, State, Zip: \_\_\_\_\_**

**Daytime Area Code & Telephone Nos.: ( ) \_\_\_\_\_ - \_\_\_\_\_ and/or ( ) \_\_\_\_\_ - \_\_\_\_\_**

**Name of Patient Using Equipment: \_\_\_\_\_**

**Patient’s Physician: \_\_\_\_\_**

**I understand that Gulf may be requested to furnish customer names and service addresses of customers who are designated as Medically Essential Service customers, as provided in the Customer Application for Medically Essentially Service, to federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts. I hereby direct Gulf NOT TO DISCLOSE such information relative to the Gulf Customer Number specified above. I understand and agree that because of my directive to Gulf, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. I agree to hold Gulf harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.**

\_\_\_\_\_  
Signature of Gulf Customer

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Signature of Patient or Guardian (if other than Customer)

\_\_\_\_\_, 20\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**



**GULF POWER COMPANY**

Original Sheet No. 8.03

Gulf Work Order No. \_\_\_\_\_

**PERFORMANCE GUARANTY AGREEMENT  
FOR RESIDENTIAL SUBDIVISION DEVELOPMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (Applicant), and Gulf Power Company (Gulf), a corporation organized and existing under the laws of the State of Florida.

**WITNESSETH:**

Whereas, the Applicant has applied to Gulf for underground electric service distribution facilities to be installed on Applicant's property commonly known as \_\_\_\_\_ located in \_\_\_\_\_, Florida (the "Premises"); and (City/County) \_\_\_\_\_

Whereas, the Premises requires an extension of Gulf's present electric distribution system; and

Whereas, the number of transformers to be utilized and revenue expected to be derived from all or a portion of the extension within two years is uncertain; and

Whereas, Gulf requires a Performance Guaranty Agreement for Residential Subdivision Development (Performance Guaranty) to provide assurance to Gulf that appropriate revenue will be derived from the installation of new facilities so recovery of its costs is certain; and

Whereas, Applicant is agreeable to providing a Performance Guaranty.

Now, therefore, Gulf and Applicant in consideration of their mutual covenants and promises do hereby agree as follows:

**ARTICLE I – DEFINITIONS**

1.1 Installation of Service shall be defined as 1) the completed installation of service cable in conduit from Gulf's designated point of service to the electric meter enclosure, and 2) the receipt by Gulf of a certificate of occupancy/completion from the appropriate governmental authorities acknowledging that the Premises constructed by the Applicant is available for occupancy, such that Gulf may install and connect electric meters. Each service is associated to a specific transformer.

1.2 The date establishing installation of service to new customers shall be the date of receipt by Gulf of a certificate of occupancy/completion from the appropriate governmental authorities. A transformer shall be considered as "utilized" on the date of the second installation of service (excluding street lights) from that transformer.

1.3 The Expiration Date shall be defined as the date 5 years from the date Gulf determines it is first ready to render electric service to the extension.

**ARTICLE II - DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT**

Applicant agrees to provide Gulf an initial Performance Guaranty to be determined by Gulf as follows:

2.1 Gulf will estimate the total cost of facilities to be installed on the Premises and deduct the amount of contribution paid by the Applicant pursuant to Gulf's Electric Tariff. The remaining amount will be prorated among the total number ( \_\_\_\_\_ ) of transformers required for service. Based upon Gulf's evaluation of Applicant's construction plans, construction schedule, and manner in which the subdivision is to be developed, a prorated amount for each transformer will be required for transformers in all or part of the subdivision where service may, in the opinion of Gulf, not be connected within two years from the date Gulf is first ready to render electric service.

2.2 In accordance with the above, the initial Performance Guaranty amount required by Gulf prior to installing the requested line extension \_\_\_\_\_ shall be (\$ \_\_\_\_\_).

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Original Sheet No. 8.04

**ARTICLE III - PAYMENT AND REFUND**  
**Form 38 (Continue)**

3.1 The Applicant shall pay the above specified Performance Guaranty to Gulf to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to Gulf.

3.2 This Performance Guaranty will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or irrevocable bank letter of credit, no earlier than quarterly intervals on a prorata basis of (\$ \_\_\_\_\_) for each utilized transformer and (\$ \_\_\_\_\_) for the final utilized transformer and shall commence with the first transformer utilized after the number of transformers previously utilized equals the number of transformers not contributing to the initial Performance Guaranty amount specified in Article II.

3.3 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3.02. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf or payment in cash is not provided by Applicant to Gulf, Gulf will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. Gulf will continue to refund the Performance Guaranty in accordance with Section 3.02 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.

3.4 Upon written consent from Gulf, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to Gulf. Upon receipt of such surety bond, GULF will refund the balance of the cash Performance Guaranty. If a third party has made payment to GULF pursuant to section 3.03, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

**ARTICLE IV - FINAL SETTLEMENT**

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by GULF.

**ARTICLE V - TITLE AND OWNERSHIP**

Title to and complete ownership and control over said extensions shall at all times remain with Gulf and Gulf shall have the right to use the same for the purpose of serving other customers or Applicants.

**ARTICLE VI - PROCEEDING WITH WORK**

Gulf, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by GULF's engineers.

**ARTICLE VII - ENTIRE AGREEMENT**

This Agreement supersedes all previous agreements, or representations, either written or verbal, between GULF and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated \_\_\_\_\_ relating to the installation of underground facilities shall be adhered to.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

GULF POWER COMPANY

Original Sheet No. 8.05

**ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS**  
**Form 38 (Continue)**

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the date first above written.  
Charges and Terms Accepted by:

\_\_\_\_\_  
Applicant (Print/Type Name of Organization)

**GULF POWER COMPANY**

By: \_\_\_\_\_  
Signature (Authorized Representative)

By: \_\_\_\_\_  
Signature (Authorized Representative)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:

~~SECTION VIII~~  
~~Special Contracts and Agreements~~

~~Section No. VIII  
Fourth Revised Sheet No. 8.0  
Canceling Third Revised Sheet No. 8.0~~

| PAGE | EFFECTIVE DATE |
|------|----------------|
|      | March 29, 2019 |

~~Gulf does not presently have in place any special contracts for the sale of electricity.~~

~~ISSUED BY: Charles S. Boyett~~

SECTION IX

**GULF POWER COMPANY**

Section No. IX  
Ninth Revised Sheet No. 9.1  
Canceling Eighth Revised Sheet No. 9.1

**INDEX TO SCHEDULES**

| <u>CLASSIFICATION</u>                                                                                                                                                                                              | <u>SHEET NO.</u> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)                                                      | 9.2              |
| <del>Schedule COG-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Small Qualifying Facilities (less than 75 MW) or From Solid Waste Facilities</del> <u>RESERVED FOR FUTURE USE</u> | <del>9.8</del>   |
| <u>Schedule COG-3- Payments for Purchases of Power from Qualifying Facilities during Generation Capacity Alerts</u>                                                                                                | <u>9.9</u>       |
| <del>Standard Offer Contract For the Purchase of Firm Capacity and Energy From a Small Qualifying Facility (less than 100 kW) or From a Solid Waste Facility</del>                                                 | <del>9.19</del>  |
| Form 12 – Application for Interconnection of Customer-Owned Generation                                                                                                                                             | 9.33             |
| Standard Interconnection Agreement                                                                                                                                                                                 | 9.35             |
| Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)                                                                                                          | 9.47             |
| Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100kW)                                                                     | 9.56             |
| Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2MW)                                                                      | 9.66             |
| <del>Standard Interconnection Application for Customer Owned Renewable Generation Systems</del>                                                                                                                    | <del>9.76</del>  |
| <u>Schedule QS-2 - Standard Rate for Purchase of Firm Capcacity and Energy from a Renewable Energy Facility or a Qualifying Facility (100 kW or Less)</u>                                                          | <u>9.81</u>      |
| Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility or <u>Small-a</u> Qualifying Facility <u>with a design capacity of 100 KW or Less (2030 Avoided Unit)</u>        | 9.100            |
| Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA Or Less                                                                                                                                | 9.115            |

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:** ~~June 9, 2020~~

**GULF POWER COMPANY**

Section IX  
~~Second-Third~~ Revised Sheet No. 9.2  
Canceling ~~SecondFirst~~ Revised Sheet No. 9.2

**STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY  
FROM QUALIFYING COGENERATION AND  
SMALL POWER PRODUCTION FACILITIES  
(QUALIFYING FACILITIES)**

**SCHEDULE**

COG-1, As-Available Energy

**AVAILABLE**

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.

**APPLICABLE**

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.

**CHARACTER OF SERVICE**

Purchase shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

**LIMITATION:**

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091, F.A.C.

**RATE FOR PURCHASES BY THE COMPANY**

**A. Capacity Rates**

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2, Firm Capacity and Energy, or pursuant to a negotiated contract.

**B. Energy Rates**

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fuel, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs required to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company in which the Qualifying Facility is located. Energy payments to Qualifying Facilities located outside the Company's service area shall reflect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of metering to the point of interconnection. Appendix A provides a description methodology to be used in the calculation of As-Available Energy cost.

**C. Negotiated Rates**

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**



**GULF POWER COMPANY**

Section IX  
Original Sheet No. 9.2.1

**ESTIMATED AS-AVAILABLE AVOIDED ENERGY COST**

FPL will provide its most recent non-binding estimate of future As-Available avoided cost projections within thirty days of a written request. In addition, As-Available Energy cost payments will include .0130¢/kWh for variable operation and maintenance expenses.

**DELIVERY VOLTAGE ADJUSTMENT**

The Company's actual hourly As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

| <u>Delivery Voltage</u>              | <u>Adjustment Factor</u> |
|--------------------------------------|--------------------------|
| <u>Transmission Voltage Delivery</u> | <u>1.0000</u>            |
| <u>Primary Voltage Delivery</u>      | <u>1.0110</u>            |
| <u>Secondary Voltage Delivery</u>    | <u>1.0325</u>            |

**PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES**

Gulf Power's projected annual generation mix may be found on Schedules 5, 6.1 and 6.2 in Gulf Power's Ten Year Site Plan.

**METERING REQUIREMENTS**

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy rate for each hour during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rates for the on-peak and off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rate for the off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during the month.

For a time-of-day metered Qualifying Facility, the on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon EST to 9:00 P.M. EST and November 1 – March 31 from 6:00 A.M. EST to 10:00 A.M. EST and 6:00 P.M. EST to 10:00 P.M. EST. All hours not mentioned above and all hours of the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are off-peak hours.

**BILLING OPTIONS**

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or net sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or Standard Offer Contract for the sale of firm capacity and energy; 2) when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the Company; 3) when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or any contract between the Qualifying Facility and the Company.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section IX  
Original Sheet No. 9.2.2

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the billing period. A schedule showing the kilowatt-hours sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

**CHARGES TO QUALIFYING FACILITY**

**A. Customer Charges**

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

**B. Interconnection Charge for Non-Variable Utility Expenses:**

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the option of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for the thirty (30) days highest grade commercial paper rate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

**C. Interconnection Charge for Variable Utility Expenses:**

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

| <u>Equipment Type</u>         | <u>Charge</u> |
|-------------------------------|---------------|
| <u>Metering Equipment</u>     | <u>0.070%</u> |
| <u>Distribution Equipment</u> | <u>0.819%</u> |
| <u>Transmission Equipment</u> | <u>0.125%</u> |

**D. Taxes and Assessments**

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company receives a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

**TERMS OF SERVICE**

(1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section IX  
Original Sheet No. 9.2.3

(2) Any electric service delivered by the Company to a Qualifying Facility in the Company's service territory shall be subject to the following terms and conditions:

(a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.

(b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C. and the following:

i) In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.

ii) For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.

(c) The Company shall specify the point of interconnection and voltage level.

(d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.

(3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

**SPECIAL PROVISIONS**

(1) Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

(2) For a Qualifying Facility inside or outside of the Company's service territory that wishes to contract with another electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and conditions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling charges, line losses incurred by the Company; and inadvertent energy flows resulting from wheeling.

(a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accepted or approved by the FERC and which govern arrangements similar to the service being requested by the Qualifying Facility.

(b) Transmission service arrangements on an if, when and as-available (nonfirm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm retail, firm wholesale and firm transmission service.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section IX  
Original Sheet No. 9.2.4

**APPENDIX A**

**DESCRIPTION OF AS-AVAILABLE ENERGY  
COST CALCULATION METHODOLOGY**

The Company uses a marginal production costing program to calculate As-Available Energy costs. Each hour, actual system data (dispatch fuel costs, system load, generating unit status, interchange schedules, etc.) are automatically provided to the program. The dispatch fuel costs used are based on the average price of replacement fuel purchased in excess of contract minimums in conformance with FPSC Order No. 19548. The program computes a production cost for the base case from these data by economically dispatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then computes the production cost for the appropriate As-Available Energy block size by redispatching the same energy sources to a higher level; the base case is increased by transmission losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the \$/MWh avoided cost. This cost is developed simultaneously for eight geographic areas in the power system. The area prices differs due to changes in transmission losses as the generation required to replace the As-Available Energy block size varies from one location to another.

The as-available block size is based on the average hourly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incremental generating unit operation and maintenance costs are computed annually, coincident with the filing of the October–March fuel factor, based on the methodology approved in FPSC Docket No. 860001-EI-E. The methodology determines the maximum \$/MWh cost for those generating unit cost components which can vary based upon changes in generation levels for units already on-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Available Energy price are already included in the interchange energy cost.

During unique circumstances, manual adjustments are made to the prices computed by the program:

- a) When gas turbines are on line to serve the Company's load, the cost of the gas turbine energy replaces the calculated As-Available Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).
- c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch economic resources in the area, the calculated As-Available Energy price for the area is reduced to the cost of the resource constrained.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

~~Section IX  
Second Revised Sheet No. 9.2  
Canceling First Revised Sheet No. 9.2~~

~~STANDARD RATE FOR PURCHASE OF AS AVAILABLE ENERGY FROM  
QUALIFYING COGENERATION AND SMALL POWER  
PRODUCTION FACILITIES (QUALIFYING FACILITIES)  
(Schedule COG-1)~~

AVAILABILITY

~~The Company will purchase energy offered by any Qualifying Facility, irrespective of its location, which is directly or indirectly interconnected with the Company under the provisions of this schedule or at a contract negotiated rate.~~

APPLICABILITY

~~—Applicable to any cogeneration or small power production Qualifying Facility, irrespective of its location, producing energy for sale to the Company on an as-available basis. As Available Energy is described by the Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C., and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.~~

CHARACTER OF SERVICE

~~The character of service for purchases shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.~~

LIMITATIONS

~~All service pursuant to this schedule is subject to the Company's "General" Standards for safety and Interconnection of Cogeneration and Small Power Production Facilities to the Electric Utility System" and to FPSC Rules 25-17.080 through 25-17.091, F.A.C.~~

RATES FOR PURCHASES BY THE COMPANY

Capacity Rates

~~Capacity payments to Qualifying Facilities will not be paid under this schedule. Capacity payments to Qualifying Facilities may be obtained under Schedule COG-2, Firm Capacity and Energy or any separately negotiated contract.~~

Energy Rates

~~—As Available Energy is purchased at a cost expressed in cents per kilowatt hour. Customer charges directly attributable to the purchase of As Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.~~

Negotiated Rates

~~Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As Available Energy may be separately negotiated.~~

~~Section IX  
Sixteenth Revised Sheet No. 9.3  
Canceling Fifteenth Revised Sheet No. 9.3~~

ESTIMATED AS AVAILABLE AVOIDED ENERGY COST

~~Avoided energy costs associated with As Available Energy shall be all costs the Company avoided due to the purchase of As Available Energy, including the Company's incremental fuel, identifiable variable operating and maintenance expenses, and identifiable variable power purchases. Demonstrable administrative costs required to calculate avoided energy costs may be deducted from avoided energy payments. The Company shall calculate its avoided energy cost associated with As Available Energy deterministically, on an hour by hour basis, after accounting for interchange sales which have taken place, using the Company's actual avoided energy cost for the hour, before the sale of interchange energy, as affected by the output of the Qualifying Facilities connected to the Company's system. Interchange sales are defined as inter utility sales which are provided at the option of the selling utility exclusive of central pool dispatch transactions. A megawatt block size at least equal to the recent available estimate of the combined average hourly generation of all Qualifying Facilities making energy sales based on the Company's As Available Energy Rate to the Company shall be used to calculate the hourly avoided energy costs associated with As Available Energy.~~

~~The Company's avoided energy cost is based on the average replacement fuel costs purchased in excess of contract minimum requirements, (a.k.a. incremental fuel cost). The hourly incremental fuel cost is determined by the Southern Electric System's Power Control System Dispatch Computer and saved to a file for later use. The hourly incremental fuel cost is that of the unit(s) in the dispatch stack (order of economic dispatch) that would increase or decrease generation in order to follow territorial load changes, once the generation of all units above it in the economic dispatch order is "reduced" by the level of off-system sales made during the hour.~~

~~The Company's average incremental variable operation and maintenance costs are based on the annual average variable operation and maintenance expenses for the previous calendar year for Company's owned generating units.~~

~~The Company's transmission loss adjustment is based on the annual average transmission losses for the previous calendar year of Company's territorial transmission system.~~

~~Once the metered energy data is compiled for the Qualifying Facility and necessary adjustments made, the payments to the Qualifying Facility will be calculated by matching the appropriate energy, avoided energy costs and variable operation and maintenance costs in accordance with Commission Rule 25-17.0825 subsections (2) (a), (3) (a), (3) (b), and (3) (c), F.A.C.~~

DELIVERY VOLTAGE ADJUSTMENT

~~The Company's actual hourly avoided energy costs shall be adjusted according to the delivery voltage by the following multipliers:~~

|                                           |                        |
|-------------------------------------------|------------------------|
| <del>Transmission Voltage-Delivery-</del> | <del>1.01801#</del>    |
| <del>Substation Voltage-Delivery-</del>   | <del>1.03208##</del>   |
| <del>Primary Voltage-Delivery-</del>      | <del>1.05862###</del>  |
| <del>Secondary Voltage-Delivery-</del>    | <del>1.08576####</del> |

~~ISSUED BY: O. L. Mccrary EFFECTIVE: April 7, 1992~~

~~Fourth Revised Sheet No. 9.4  
Cancels Third Revised Sheet No. 9.4~~

~~# — Any Qualifying Facility interconnected at a voltage of 46 KV or above.~~

~~## — Any Qualifying Facility interconnected at a voltage on the Low side of a substation below 46 KV and above 4 KV. This substation, where the Qualifying Facility takes electricity on the Low side, shall have transmission voltage on the high side (115, 69, or 46 KV) and distribution voltage on the low side (25, 12, or 4 KV).~~

~~### — Any Qualifying Facility interconnected at a distribution voltage, 4 to 25 KV inclusive.~~

~~#### Any Qualifying Facility interconnected at a voltage below 4 KV.~~

#### METERING REQUIREMENTS

~~—The Qualifying Facility shall be required to purchase from the cy, the metering equipment necessary to measure its energy deliveries to the Company.~~

~~Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: a) an hourly recording meter, b) a dual kilowatt-hour register time-of-day meter, or c) a standard kilowatt-hour meter. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter-reading period.~~

~~For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual avoided energy rate for each hour during the month; and (2) the quantity of energy sold by the Qualifying Facility during that hour.~~

~~For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: 1) the average of the Company's actual hourly avoided energy rates for the on-peak and off-peak periods during the month; and 2) the quantity of energy sold by the Qualifying Facility during that period.~~

~~For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly avoided energy rate for the off-peak periods during the month; and (2) the quantity of energy sold by the Qualifying Facility during the month.~~

~~Determination of the On-Peak Period: The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. and 9:00 p.m. Central Daylight Time/Central Standard Time, Monday through Friday.~~

~~The on-peak period for the calendar months November through March is defined as being those hours between 6:00 a.m. and 10:00 a.m. and between 6:00 p.m. and 10:00 p.m. Central Standard Time/Central Daylight Time, Monday through Friday.~~

~~Determination of the Off-Peak Period: All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.~~

~~Section IX  
Sixth Revised Sheet No. 9.5  
Canceling Fifth Revised Sheet No. 9.5~~

BILLING OPTIONS

~~A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As Available Energy to a utility, shall elect to make either simultaneous purchases from the interconnecting utility and sales to the purchasing utility or not sales to the purchasing utility. Once made, the selection of a billing methodology may only be changed:~~

~~when a Qualifying Facility selling As Available Energy enters into a negotiated contract or standard offer contract for the sale of firm capacity and energy; or~~

~~when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility of the purchasing utility; or~~

~~when the Qualifying Facility is selling As Available Energy and has not changed billing methods within the last twelve months; and~~

~~when the election to change billing methods will not contravene the provisions of Rule 25-17.0832, F.A.C., or any contract between the Qualifying Facility and the utility.~~

~~When selecting or changing billing methods, the Qualifying Facilities or small power producer will comply with the appropriate sections of Rule 25-17.082, F.A.C.~~

~~A statement covering the charges and payments due the Qualifying Facility is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.~~

CHARGES TO QUALIFYING FACILITY

~~(A) Base Charges~~

~~Monthly base charges for meter reading, billing and other applicable administrative costs shall be equal to the base charge applicable to a customer receiving retail service under similar load characteristics.~~

~~(B) Interconnection Charge for Non Variable Utility Expenses~~

~~The Qualifying Facility shall bear the cost required for interconnection including the metering. The Qualifying Facility shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.~~

~~(C) Interconnection Charge for Variable Utility Expenses~~

~~The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection, and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.~~

~~ISSUED BY: Mark Crosswhite EFFECTIVE: April 11, 2012~~



~~Section IX  
Second Revised Sheet No. 9.6  
Canceling First Revised Sheet No. 9.6~~

### Taxes and Assessments

~~The Qualifying Facility shall hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy or capacity from the Qualifying Facility in lieu of other energy or capacity. Any savings in regards to taxes or assessments shall be included in the avoided cost payments made to the Qualifying Facility to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or impositions arising out of its transactions with the Qualifying Facility under this tariff schedule or any related interconnection agreement, or due to changes in laws affecting the company's purchases of energy or capacity from the Qualifying Facility occurring after the execution of an agreement under this tariff schedule, and for which the Company would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under such agreement itself, the Company may bill the Qualifying Facility monthly for such additional expenses or may offset them against amounts due the Qualifying Facility from the Company. Any savings in taxes, assessments or impositions that accrue to the Company as a result of its purchase of energy and capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the Qualifying Facility hereunder, shall be passed on to the Qualifying Facility to the extent permitted by law without consequential penalty or loss of such benefit to the Company.~~

### TERMS OF SERVICE

~~It shall be the Qualifying Facility's responsibility to inform the Company of any change in its electric generation capability.~~

~~Any electric service delivered by the Company to the Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall apply.~~

~~A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:~~

~~In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.~~

~~For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.~~

~~The Company shall specify the point of interconnection and voltage level.~~

~~The Company will, under the provisions of this schedule, require an agreement with the Qualifying Facility upon the Company's filed Standard Interconnection Agreement for parallel operation between the Qualifying Facility and the Company. The Qualifying Facility shall recognize that its generation facility may exhibit unique interconnection requirements which will be separately evaluated, modifying the Company's General Standards for Safety and Interconnection where applicable.~~

~~Service under this Schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.~~

~~Section IX  
Third Revised Sheet No. 9.7  
Canceling Second Revised Sheet No. 9.7~~

~~SPECIAL PROVISIONS~~

~~Special contracts deviating from the actual schedule are allowable provided they are agreed to by the Company and approved by the Florida Public Service Commission.~~

~~A Qualifying Facility located within the Company's service territory may sell As Available Energy to a utility other than the Company. Where such agreements exist, the Company will provide transmission wheeling service to deliver the Qualifying Facility's power to the purchasing utility or to an intermediate utility. In addition, the Company will provide transmission wheeling service through its territory for a Qualifying Facility located outside the Company's service territory, for delivery of the Qualifying Facility's power to the purchasing utility to an intermediate utility. In either case, where existing Company transmission capacity exists, the Company will impose a charge for wheeling Qualifying Facility energy, measured at the point of delivery to the Company.~~

~~The Qualifying Facility shall be responsible for all costs associated with such wheeling including:~~

~~Wheeling charges;~~

~~B. Line losses incurred by the Company; and~~

~~C. Inadvertent energy flows resulting from wheeling.~~

~~For informational purposes only the following estimated charges based on capacity cost for service normally supplied by the Company, will allow the Company to recover the cost of displaced energy for wheeling service:~~

~~Interstate Wheeling Estimated Charge (\$/MWH) Transmission Voltage Delivery 2.456~~

~~Substation Voltage Delivery 4.269~~

~~Primary Voltage Delivery 8.064~~

~~Intrastate Wheeling Estimated Charge (\$/MWH) Transmission Voltage Delivery 1.000~~

~~Interstate transactions are defined as those determined to be jurisdiction by the Federal Energy Regulatory Commission.~~

~~Intrastate transactions are defining as all other transactions.~~

~~Self-Service Wheeling~~

~~In accordance with Rule 25-17.0883, F.A.C., self-service wheeling will be provided when found to be cost-effective under the Florida Public Service Commission's approved cost-effectiveness methodology.~~

~~Energy delivered to the Company shall be adjusted before delivery to another utility as follows:~~

| <del>Qualifying Facility Delivery Voltage</del> | <del>Adjustment Factor</del> |
|-------------------------------------------------|------------------------------|
| <del>Transmission Voltage</del>                 | <del>0.96758</del>           |
| <del>Substation Voltage Delivery</del>          | <del>0.94103</del>           |
| <del>Primary Voltage Delivery</del>             | <del>0.91001</del>           |

~~Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customer or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2.~~

~~ISSUED BY: O. L. McCrary EFFECTIVE: April 7, 1992~~

Section IX  
Fourth Revised Sheet No. 9.8  
Canceling Third Revised Sheet No. 9.8

~~STANDARD OFFER CONTRACT RATE FOR PURCHASE OF  
FIRM CAPACITY AND ENERGY FROM SMALL  
QUALIFYING FACILITIES (Less Than 100 KW)  
OR FROM SOLID WASTE FACILITIES  
(Schedule COG-2)  
(Closed Schedule)~~

AVAILABILITY

~~The Company will purchase firm capacity and energy offered by any small power producer as stated in FPSC Rule 25-17.0832(4)(a)(1), small Qualifying Facility (less than 100 kilowatts), or by any solid waste facility as defined in FPSC Rule 25-17.091, F.A.C., irrespective of its location, which is either directly or indirectly interconnected with the Company under the provisions of this schedule. The Company will negotiate and may contract with any Qualifying Facility, irrespective of its location, which is either directly or indirect interconnected with the Company for the purchase of firm capacity and energy pursuant to terms and conditions which deviate from this schedule where such negotiated contracts are in the best interest of the Company's ratepayers. The capacity available under this standard offer shall be between 0 and 10,000 KW or between 385,000 KW and 574,000 KW.~~

APPLICABILITY

~~Applicable to any cogeneration or small power production Qualifying Facility (less than 100 kilowatts) or to any solid waste facility as defined in FPSC Rule 25-17.091, F.A.C., irrespective of its location, producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract Firm capacity and energy are described by the Florida Public Service Commission (FPSC) in Rule 215-17.0832, F.A.C., and are capacity and energy produced and sold by a Qualifying Facility pursuant to a negotiated or standard offer contract and subject to certain contractual provisions as to quantity, time, and reliability of delivery. The terms OF or facility will be used interchangeably throughout this schedule to refer to all facilities eligible under Rule 25-17.083(4)(a), F.A.C.~~

CHARACTER OF SERVICE

~~The character of service for purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage. The character of service for purchases from outside the territory served by the Company shall be three phase, 60 hertz, alternating current at the voltage level available at the interchange point between the Company and the utility delivering firm capacity and energy from the Qualifying Facility.~~

LIMITATIONS

~~Purchases under this schedule are subject to the Company's "General Standards for Safety and Interconnection of Cogeneration and Small Power Production Facilities to the Electric Utility System" and to FPSC Rules 25-17.080 through 25-17.091, F.A.C., and are limited to those Qualifying Facilities which:~~

- ~~A. Beginning upon the date, as prescribed by the Florida Public Service Commission (FPSC), that this standard offer is deemed available and ending 14 days thereafter, executes the Company's "Standard Offer Contract" for the purchase of firm capacity and energy; and~~
- ~~B. Commit to commence deliveries of firm capacity and energy no later than June 1, 2002 and to continue such deliveries through at least May 31, 2012.~~

~~Section IX  
Fourth Revised Sheet No. 9.9  
Canceling Third Revised Sheet No. 9.9~~

~~RATES FOR PURCHASES BY THE COMPANY~~

~~Firm capacity and energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt hour, respectively, based on the value of Gulf's Designated Avoided Unit as described herein.~~

~~A. Firm Capacity Rates~~

~~Four options, 1, 2, 3, and 4, as set forth below, are available concerning payment for firm capacity which is produced by the Qualifying Facility (QF) or Solid Waste Facility and delivered to the Company. The capacity payment will be the product of the QF's Committed Capacity and the applicable rate from the QF's chosen capacity payment option. Once selected, an option shall remain in effect for the term of the contract with the Company. Tariff Sheet 9.11 contains the monthly rate per kilowatt in accordance with Option 1, of firm capacity the Qualifying Facility or Solid Waste Facility has contractually committed to deliver to the Company and is based on the minimum contract term for an agreement pursuant to this standard offer rate schedule which extends ten (10) years beyond the anticipated in-service date of the Designated Avoided Unit (i.e., through May 31, 2012). Payment schedules for other options and longer contract terms will be made available by the Company to a Qualifying Facility or Solid Waste Facility upon request. At a maximum, firm capacity and energy shall be delivered for a period of time equal to the anticipated plant life of the Designated Avoided Unit, commencing with the anticipated in-service date of the Designated Avoided Unit.~~

~~Option 1 — Value of Deferral Capacity Payments—Value of Deferral Capacity Payments shall commence on June 1, 2002, the anticipated in-service date of the Designated Avoided Unit, provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. Capacity payments under this option shall consist of monthly payments, escalating annually, of the avoided capital and fixed operating and maintenance expense associated with the Designated Avoided Unit and shall be equal to the value of the year-by-year deferral of the Designated Avoided Unit, calculated in conformance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C.~~

~~Option 2 — Early Capacity Payments—Payment schedules under this option are based on an equivalent net present value of the Value of Deferral Capacity Payments for the Designated Avoided Unit with an in-service date of June 1, 2002. The Qualifying Facility or Solid Waste Facility shall select the month and year in which the delivery of firm capacity and energy to the Company is to commence and capacity payments are to start. Early Capacity Payments shall consist of monthly payments, escalating annually, of the avoided capital and fixed operating and maintenance expense associated with the Designated Avoided Unit. Avoided capacity payments shall be calculated in conformance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. At the option of the Qualifying Facility or Solid Waste Facility, Early Capacity Payments may commence at any time after the specified earliest capacity payment date and before the anticipated in-service date of the Designated Avoided Unit provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. Where Early Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility had such payments been made pursuant to Option 1.~~

~~ISSUED BY: Travis Bowden EFFECTIVE: October 19, 1999~~

Section IX  
Sixth Revised Sheet No. 9.10  
Canceling Fifth Revised Sheet No. 9.10

~~Option 3 — Levelized Capacity Payments — Levelized Capacity Payments shall commence on the anticipated in-service date of the Designated Avoided Unit, provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. The capital portion of the capacity payment under this option shall consist of equal monthly payments over the term of the contract, calculated in accordance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. The fixed operation and maintenance portion of the capacity payment shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Designated Avoided Unit. Where Levelized Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility had such payment been made pursuant to Option 1.~~

~~Option 4 — Early Levelized Capacity Payments — Payment schedules under this option are based on an equivalent net present value of the Value of Deferral Capacity Payments for the Designated Avoided Unit with an in-service date of June 1, 2002. The capital portion of the capacity payment under this option shall consist of equal monthly payments over the term of the contract, calculated in accordance with the applicable provisions of FPSC Rule 25-17.0832, F.A.C. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Designate Avoided Unit. At the option of the Qualifying Facility or Solid Waste Facility, Early Levelized Capacity Payments shall commence on any time after the specified earliest capacity payment date and before the anticipated in-service date of the Designated Avoided Unit provided the Qualifying Facility or Solid Waste Facility is delivering firm capacity and energy to the Company. The Qualifying Facility or Solid Waste Facility shall select the month and year in which the delivery of firm capacity and energy to the Company is to commence and capacity payments are to start. Where Early Levelized Capacity Payments are elected, the cumulative present value of the capacity payments made to the Qualifying Facility or Solid Waste Facility over the term of the contract shall not exceed the cumulative present value of the capacity payments which would have been made to the Qualifying Facility or Solid Waste Facility had such payments been made pursuant to Option 1.~~

~~All capacity payments made by the Company prior to June 1, 2002 are considered "Early Payments". The owner or operator of the Qualifying Facility, as designated by the Company, shall secure its obligation to repay, with interest, the accumulated amount of Early Payments to the extent that the cumulative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the cumulative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option 1 or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year's annual value of deferring the Designated Avoided Unit in the event the Qualifying Facility defaults under the terms of its "Standard Offer Contract" with the Company. The Company will provide to the QF monthly summaries of the total outstanding balance of such security obligations. A summary of the types of security instruments which are generally acceptable to the Company is set forth below.~~

~~Section IX  
Original Sheet No. 9.10.1~~

### ~~SURETY BOND REQUIREMENTS~~

~~FPSC Rule 25-17.0832 (3) (e) (8), F.A.C., requires that when early capacity payments are elected, the Qualifying Facility must provide a surety bond or equivalent assurance of repayment of early capacity payments to the extent that the annotative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the annotative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option 1 or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year's annual value of deferring the Designated Avoided Unit in the event the Qualifying Facility is unable to meet the terms and conditions of its contract. Depending on the nature of the Qualifying Facility is operation, financial health and solvency, and its ability to meet the terms and conditions of the Company's "Standard Offer Contract." one of the following may, at the Company's discretion, constitute an equivalent assurance of repayment:~~

- ~~(1) an unconditional, irrevocable direct pay letter; or~~
- ~~(2) surety bond; or~~
- ~~(3) other means acceptable to the Company.~~

~~The Company will cooperate with each Qualifying Facility applying for early capacity payments to determine the exact form of an "equivalent assurance of repayment" to be required based on the particular aspects of the Qualifying Facility. The Company will endeavor to accommodate an equivalent assurance of repayment which is in the best interests of both the Qualifying Facility and the Company's ratepayers.~~

~~In the case of a governmental solid waste facility, pursuant to FPSC: Rule 25-17.091, F.A.C., the following will be acceptable to the Company:~~

~~the unsecured promise of a municipal county, or state government that it will repay early capacity payments to the extent that the cumulative present value of the capacity payments made to the Qualifying Facility over the term of the contract exceeds the cumulative present value of the capacity payments which would have been made to the Qualifying Facility had such payments been made pursuant to Option 1 or to the extent that annual firm capacity payments made to the Qualifying Facility in any year exceed that year's annual value of deferring the Designated Avoided Unit in the event of default by the Solid Waste Facility.~~

Section IX  
Eighteenth ~~Nineteenth~~ Revised Sheet No. 9.14  
Canceling ~~Eighteenth~~ ~~Seventeenth~~ Revised Sheet No. 9.14

MONTHLY CAPACITY PAYMENTS RATE \$/KW/MONTH

| <u>Contract Period</u>   | <u>Avoided<br/>Capital<br/>Cost<br/>\$/KW-MO</u> | <u>Avoided<br/>O&amp;M<br/>Cost<br/>\$/KW-MO</u> | <u>Total-<br/>Avoided<br/>Capacity<br/>Cost<br/>\$/KW-MO</u> |
|--------------------------|--------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------|
| 06/01/1999 to 05/31/2000 | 0.00                                             | 0.00                                             | 0.00                                                         |
| 06/01/2000 to 05/31/2001 | 0.00                                             | 0.00                                             | 0.00                                                         |
| 06/01/2001 to 05/31/2002 | 0.00                                             | 0.00                                             | 0.00                                                         |
| 06/01/2002 to 05/31/2003 | 3.71                                             | 0.39                                             | 4.10                                                         |
| 06/01/2003 to 05/31/2004 | 3.82                                             | 0.40                                             | 4.21                                                         |
| 06/01/2004 to 05/31/2005 | 3.93                                             | 0.41                                             | 4.33                                                         |
| 06/01/2005 to 05/31/2006 | 4.04                                             | 0.42                                             | 4.46                                                         |
| 06/01/2006 to 05/31/2007 | 4.16                                             | 0.43                                             | 4.59                                                         |
| 06/01/2007 to 05/31/2008 | 4.28                                             | 0.44                                             | 4.72                                                         |
| 06/01/2008 to 05/31/2009 | 4.40                                             | 0.46                                             | 4.86                                                         |
| 06/01/2009 to 05/31/2010 | 4.53                                             | 0.47                                             | 5.00                                                         |
| 06/01/2010 to 05/31/2011 | 4.66                                             | 0.48                                             | 5.14                                                         |
| 06/01/2011 to 05/31/2012 | 4.79                                             | 0.50                                             | 5.29                                                         |

The capacity payment for a given month will be added to the energy payment for such month and tendered by the Company to the OF as a single payment as promptly as possible, normally by the twentieth business day following the day the meter is read.

~~B. Energy Rates~~

~~(1) Payments Starting On June 1, 2002: The OF shall be paid at the avoided energy rate for all energy delivered to the Company during periods in which the Company has requested the QF to operate at the Company's as-available energy rate as described in Schedule COG-1, Sheet 9.3.~~

~~All purchases shall be adjusted for losses from the point of metering to the point of interconnection.~~

~~(2) Payments Prior To June 1, 2002: The as-available energy rate will apply to all energy delivered by the OF to the Company prior to June 1, 2002.~~

~~The calculation of as-available payments to the Qualifying Facility shall be based on the sum, over all hours of the billing period in which the OF is not called on by the Company, of the product of each hour's avoided energy cost times the purchases by the Company for that hour as described in Schedule COG-1, Sheet 9.3.~~

~~All purchases shall be adjusted for losses from the point of metering to the point of interconnection.~~

ISSUED BY: ~~Travis Bowden~~ Tiffany cohen EFFECTIVE: ~~October 19, 1999~~

~~Section IX  
Fourth Revised Sheet No. 9.12  
Canceling Third Revised Sheet No. 9.12~~

### PERFORMANCE CRITERIA

~~Payments for firm capacity are conditioned on the Qualifying Facility's ability to maintain the following performance criteria:~~

#### ~~(A) Commercial In-Service Date~~

~~Capacity payments shall not commence until the Qualifying Facility has attained and demonstrated, commercial in service status. The commercial in service date of a Qualifying Facility shall be defined as the first day of the month following the successful completion of a test in which the Qualifying Facility maintains an hourly kilowatt (KW) output, as metered at the point of interconnection with the Company, equal to or greater than the Qualifying Facility's Committed Capacity under its "Standard Offer Contract" for an entire test period. A Qualifying Facility shall coordinate the selection of the test period with the Company to ensure that the performance of its facility during this period is reflective of the anticipated day to day operation of the Qualifying Facility during a period the Company is likely to call upon the Qualifying Facility to operate as though it were part of the Company's Designated Avoided Unit.~~

#### ~~(B) OF Availability Requirement~~

~~Payments for firm capacity shall be made monthly in accordance with the capacity payment rate option selected by the Qualifying Facility, subject to the condition that, beginning June 1, 2002 and continuing through the remainder of the contract term, the qualifying facility maintains a minimum Equivalent Availability Factor (EAF) of 92% defined by NERC Generation Availability Data System (GADS) definitions for each 12 month period ending August 31. Failure to satisfy this availability requirement shall result in a obligation for repayment by the Qualifying Facility to the Company. The amount of such repayment shall be equal to the payments received for firm capacity during that 12 month period, plus interest. For the year 2002, the repayment obligation shall be determined as above except that the period for which the availability requirement applies and which is subject to repayment shall be the three months ending August, 2002.~~

~~In addition to the foregoing, when early capacity payments have been elected and received, the failure of the qualifying facility to satisfy the availability requirement set forth above shall also result in an obligation for additional repayments by the Qualifying Facility to the Company. The amount of such additional repayments shall be equal to the difference between: (1) what the Qualifying Facility would have been paid during the previous twelve months ending August 31 had it elected the normal payment option; and (2) what it was paid pursuant to the payment option selected. The latter amount is the amount the Qualifying Facility would have been entitled to retain for the previous twelve months ending August 31 had it satisfied the minimum availability factor performance criteria. For the year 2002, the additional repayment obligation shall be determined as above except that the period for which the availability requirement applies and which is subject to repayment shall be the three months ending August, 2002.~~

### DETERMINATION OF THE AVAILABILITY FACTOR

~~In October of each year of this Contract, the Company will calculate the availability of the OF over the most recent twelve month period ending August 31. For purposes of this Schedule, availability is defined by the NERC GADS formula for Equivalent Availability Factor (EAF). The OF will be entitled to continue to receive capacity payments as long as an EAF of 92% is maintained for each performance period. If the OF fails to maintain a 92% EAF, then the Company may deem the OF to be in non performance of its committed capacity and, thereby, invoke the provisions of Section 8 of the Standard Offer Contract.~~



~~Section IX  
Fifth Revised Sheet No. 9.13  
Canceling Fourth Revised Sheet No. 9.13~~

~~(C) Equivalent Availability Factor Calculation~~

~~Each October during the term of this contract the Company will calculate the QF's equivalent availability factor during the previous twelve month period ending August 31. The formula to be used for this calculation is as follows:~~

$$\text{EAF} = \frac{AH - (EUDH + EPDH + ESEDH)}{PH} \times 100(\%) \text{ where,}$$

- ~~AH = Available Hours  
Sum of all SH, RSH, Pumping Hours, and Synchronous Condensing Hours.~~
- ~~EPDH = Equivalent Planned Derated Hours  
Product of the Planned Derated Hours and the Size of Reduction, divided by the NMC.~~
- ~~ESEDH = Equivalent Seasonal Derated Hours  
NMC less the NOC, times the Available Hours (AH), divided by the NMC.~~
- ~~EUDH = Equivalent Unplanned Derated Hours  
Product of the Unplanned Derated Hours and the Size of Reduction, divided by the NMC.~~
- ~~NOC = Net Dependable Capacity  
NMC modified for ambient limitations.~~
- ~~NMC = Capacity a unit can sustain over a specified period when not restricted by ambient conditions or equipment deratings, minus the losses associated with station service or auxiliary loads.~~
- ~~PH = Period Hours  
Number of hours a unit was in the active state. A unit generally enters the active state on its commercial date.~~
- ~~RSH = Reserve Shutdown Hours  
Total number of hours the unit was available for service but not electrically connected to the transmission system for economic reasons.~~
- ~~SH = Service Hours  
Total number of hours a unit was electrically connected to the transmission system.~~

~~(D) Additional Criteria~~

- ~~(1) The Qualifying Facility shall provide monthly generation estimates by October 1 for the next calendar year; and~~
- ~~(2) The Qualifying Facility shall promptly update its yearly generation schedule when any changes are determined necessary; and~~
- ~~(3) The Qualifying Facility shall agree to reduce generation or take other appropriate action as requested by the Company for safety reasons or to preserve system integrity; and~~
- ~~(4) The Qualifying Facility shall coordinate scheduled outages with the Company; and~~
- ~~(5) The Qualifying Facility shall comply with the reasonable requests of the Company regarding daily or hourly communications.~~
- ~~(6) The Qualifying Facility must promptly notify the Company of its inability to supply any portion of its full Committed Capacity from the facility. Failure of the QF to notify the Company of a known derating or inability to meet its Committed Capacity obligation from the facility may, at the sole discretion of the Company, result in a determination of non-performance.~~

~~Section IX  
Sixth Revised Sheet No. 9.14  
Canceling Fifth Revised Sheet No. 9.14~~

~~DELIVERY VOLTAGE ADJUSTMENT~~

~~Energy payments to Qualifying Facilities within the Company's service territory shall be adjusted according to the delivery voltage by dividing the energy delivered at that voltage by the following factors:~~

|                                          |                         |
|------------------------------------------|-------------------------|
| <del>Transmission Voltage Delivery</del> | <del>1.01801#</del>     |
| <del>Substation Voltage Delivery</del>   | <del>1.03208##</del>    |
| <del>Primary Voltage Delivery</del>      | <del>1.05862####</del>  |
| <del>Secondary Voltage Delivery</del>    | <del>1.08576#####</del> |

~~# — Any Qualifying Facility interconnected at a voltage of 46 KV or above.~~

~~## — Any Qualifying Facility interconnected at a voltage on the low side of a substation below 46 KV and above 4 KV. This substation, where the Qualifying Facility takes electricity on the low side, shall have transmission voltage on the high side (115, 69, or 46 KV) and distribution voltage on the low side (25, 12, or 4 KV).~~

~~### — Any Qualifying Facility interconnected at a distribution voltage, 4 to 25 KV inclusive.~~

~~#### — Any Qualifying Facility interconnected at a voltage below 4 KV.~~

~~METERING REQUIREMENTS~~

~~Qualifying Facilities within the territory served by the company shall pay the Company for meters required hereunder. Hourly demand recording meters shall be required for each individual generator unit comprising a facility with a total installed capacity of 100 KW or more. Where the total installed capacity of the facility is less than 100 KW, the Qualifying Facility may select from either hourly demand recording meters, dual kilowatt-hour register time-of-day meters or standard kilowatt-hour meters. Meters shall be installed to measure the energy production from each generating unit of the facility as well as net delivered energy at the point of interconnection. Purchases from Qualifying Facilities outside the territory served by the Company shall be measured as the quantities scheduled for interchange to the Company by the utility delivering firm capacity and energy to the Company.~~

~~BILLING OPTIONS~~

~~The Qualifying Facility may elect to make either simultaneous purchases and sales or net sales. The decision to change billing methods can be made once every twelve (12) months coinciding with the next Fuel and Purchased Power Cost Recovery Factor billing period providing the Company is given at least thirty days' written notice before the change is to take place. In addition, allowance must be made for the installation or alteration of needed metering or interconnection equipment for which the Qualifying Facility must pay; and such purchases and/or sales must not abrogate any provisions of the tariff or contract with the Company.~~

~~A statement covering the charges and payments due the Qualifying Facility is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.~~

~~Section IX  
Sixth Revised Sheet No. 9.15  
Canceling Fifth Revised Sheet No. 9.15~~

~~CHARGES TO QUALIFYING FACILITY~~

~~(A) Base Charges~~

~~Monthly base charges for meter reading, billing and other applicable administrative costs shall be equal to the base charge applicable to a customer receiving retail service under similar load characteristics.~~

~~(B) Interconnection Charge for Nonviable Utility Expenses~~

~~The QF, in accordance with Rule 25-17.087, F.A.C., shall bear the cost required for interconnection including the cost of metering and the cost of accelerating construction of any transmission or distribution system improvements required in order to accommodate the location chosen by the QF for its facility. The QF shall have the option of payment in full for interconnection or making equal monthly installment payments over a thirty-six (36) month period together with interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty (30) days prior to the date of each payment.~~

~~(C) Interconnection Charge for Variable Utility Expenses~~

~~The QF shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection. These include (a) the Company's inspections of the interconnection; and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QF if no sales to the Company were involved.~~

~~(D) Taxes and Assessments~~

~~The Qualifying Facility shall hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy or capacity from the Qualifying Facility in lieu of other energy or capacity. Any savings in regards to taxes or assessments shall be included in the avoided cost payments made to the Qualifying Facility to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or impositions arising out of its transactions with the Qualifying Facility under this tariff schedule or any related interconnection agreement, or due to changes in laws affecting the Company's purchases of energy or capacity from the Qualifying Facility occurring after the execution of an agreement under this tariff schedule, and for which the Company would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under such agreement itself, the Company may bill the Qualifying Facility monthly for such additional expenses or may offset them against amounts due the Qualifying Facility from the Company. Any savings in taxes, assessments or impositions that accrue to the Company as a result of its purchase of energy and capacity under this tariff schedule that are not already reflected in the avoided energy or avoided capacity payments made to the Qualifying Facility hereunder, shall be passed on to the Qualifying Facility to the extent permitted by law without consequential penalty or loss of such benefit to the Company.~~

~~ISSUED BY: Mark Crosswhite~~ ~~EFFECTIVE: April 11, 2012~~

~~Section IX  
Fifth Revised Sheet No. 9.16  
Canceling Fourth Revised Sheet No. 9.16~~

#### TERMS OF SERVICE

- ~~(1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in its electric generation capability.~~
- ~~(2) Any electric service delivered by the Company to the Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule and the terms and conditions of the applicable rate schedule shall pertain.~~
- ~~(3) A security deposit will be required in accordance with FPSC Rules 25-17.082 (5) and 25-6.097, F.A.C. and the following:~~
- ~~A. In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice a month of the difference estimated for that month. The deposit shall be required upon interconnection.~~
- ~~B. For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual 100th of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.~~
- ~~(4) The Company shall specify the point of interconnection and voltage level.~~
- ~~(5) Qualifying Facilities within the territory served by the Company shall be required to sign the Company's filed Standard Interconnection Agreement in order to be permitted to engage in parallel operations with the Company. The Qualifying Facility shall recognize that its generation facility may exhibit unique interconnection requirements which will be separately evaluated, modifying the Company's General Standards for Safety and Interconnection where applicable.~~
- ~~(6) Service under this Schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission as well as other applicable federal and state legislation or regulations.~~

#### SPECIAL PROVISIONS

- ~~(1) Special contracts deviating from the above Schedule are allowable provided they are agreed to by the Company and approved by the Florida Public Service Commission.~~
- ~~(2) A Qualifying Facility located within the Company's service territory may sell firm capacity and energy to a utility other than the Company. were such agreements existing, the Company will provide transmission wheeling service to deliver the Qualifying Facility's power to the purchasing utility or to an intermediate utility. In addition, the Company will provide transmission wheeling serve through its territory for a Qualifying Facility located outside the Company's service territory, for delivery of the Qualifying Facility's power to the purchasing utility or to an immediate utility. In either case, where existing Company transmission capacity exists, the Company will impose a charge for wheeling Qualifying Facility capacity and energy, measured at the point of delivery to the Company.~~

~~The Qualifying Facility shall be responsible for all costs associated with such wheeling including:~~

- ~~A. Wheeling charges;~~
- ~~B. Line losses incurred by the Company; and~~
- ~~C. Inadvertent energy flows resulting from such wheeling.~~

~~ISSUED BY: D.L. McCreary~~ ~~EFFECTIVE: September 15, 1993~~

~~Section IX  
Fifth Revised Sheet No. 9.17  
Canceling Fourth Revised Sheet No. 9.17~~

~~Energy delivered to the Company shall be adjusted before delivery to another utility.~~

~~Interstate transactions are defined as those determined to be in the jurisdiction of the Federal Energy Regulatory Commission.~~

~~Capacity delivered to the Company shall be adjusted before delivery to another utility. The following estimated adjustment factors are supplied for informational purposes only:~~

| <del>Qualifying Facility Delivery Voltage</del>  | <del>Adjustment Factor</del> |
|--------------------------------------------------|------------------------------|
| <del>Transmission Voltage Delivery</del>         | <del>0.96758</del>           |
| <del>Substation Voltage Delivery</del>           | <del>0.94103</del>           |
| <del>Primary Distribution Voltage Delivery</del> | <del>0.91001</del>           |

~~All charges and adjustments for wheeling will be determined on a case-by-case basis.~~

~~Where wheeling power produced by a Qualifying Facility for delivery within the Company's territory or to another utility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this Special Provision No. 2 or require the QF to pay for the necessary transmission system improvements in accordance with the National Energy Policy Act of 1992.~~

~~In order to establish the appropriate transmission service arrangements, the QF must contact:~~

~~Senior Manager, Transmission Services  
4200 West Flagler Street  
Miami, FL 33134~~

- ~~(3) As a means of protecting the Company's ratepayers from the possibility of a QF project not coming on line as provided for under an executed Standard Offer Contract and in order to provide the Company with additional and immediately available funds for its use to secure replacement and reserve power in the event that the QF fails to successfully complete construction and come on line in accord with the executed standard offer contract, the Company requires that a cash completion security deposit equal to \$20 per kw of Anticipated Committed Capacity be delivered to the Company at the time the Company's Standard Offer Contract is executed by the QF. At the election of the QF, the completion security deposit may be phased in such that one half of the total deposit due is paid at contract execution and the remainder within 12 months after contract execution.~~

~~Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of the Company's Standard Offer Contract, one of the following, at the Company's discretion, may be used as an alternative to a cash deposit as a means of securing the completion of the QF's project in accord with the executed Standard Offer Contract:~~

- ~~(a) an unconditional, irrevocable direct pay letter; or~~
- ~~(b) surety bond; or~~
- ~~(c) other means acceptable to the Company.~~

~~Section IX  
Fourth Revised Sheet No. 9.18 Canceling Third Revised  
Sheet No. 9.18~~

~~The Company will cooperate with each QF seeking an alternative to a cash security deposit as an acceptable means of securing the completion of the QF's facilities in accord with an executed Standard Offer Contract. The Company will endeavor in good faith to accommodate an equivalent to a cash security deposit which is in the best interests of both the QF and the Company's ratepayers.~~

~~In the case of a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., the following will be acceptable to the Company:~~

~~The unsecured promise of a municipal, county, or state government that it will pay the actual damages incurred by the Company because the governmental facility fails to come on line prior to the planned inservice date for the Designated Avoided Unit.~~

- ~~(4) The Company, in evaluating the viability of any particular offer may exercise its rights under FPSC Rule 25-17.0832(4)(c) (2b), F.A.C.~~

RESERVED FOR FUTURE USE

GULF POWER COMPANY

Section IX  
~~Fourth-Fifth~~ Revised Sheet No. 9.9  
Canceling ~~Fourth-Third~~ Revised Sheet No. 9.9

**PAYMENTS FOR PURCHASES OF POWER  
FROM QUALIFYING FACILITIES  
DURING GENERATION  
CAPACITY ALERTS**

**SCHEDULE**

COG-3, Purchase of Power During Generation Capacity Alerts

**AVAILABLE**

Entire service area.

**APPLICABLE**

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

**LIMITATIONS**

All purchases by the Company pursuant to this Schedule COG-3 are subject to FPSC Rules 25-17.080 through 25-17.087, F.A.C., inclusive, as currently in effect or as they may be amended by the FPSC from time to time.

**DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY**

Payments by the Company to QFs for power provided to the Company hereunder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-1, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below.

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

**CONDITIONS FOR DELIVERY INCENTIVE ADDER**

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation whereby the loss of the Company's largest generating unit then on line would cause the Company to purchase emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all reasonable efforts to provide at least four (4) hours' advance notice to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QFs' Operating Representatives of the hours of the Generation Capacity Alert. The Delivery Incentive Adder will be applicable and paid only during those hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative has, at the time of the Company's provision of notice, firmly committed to the Company all or a specified portion, in megawatts, of the QF's electrical output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

**RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION**

~~Subject to section 2.7 Indemnity to Company, or section 2.71 Indemnity to Company — Governmental, FPL'S General Rules and Regulations, t~~The Company's and each participating QF's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

~~Section IX  
Fourth Revised Sheet No. 9.19  
Canceling Third Revised Sheet No. 9.19~~

**GULF POWER COMPANY**

**STANDARD OFFER CONTRACT FOR THE PURCHASE OF  
FIRM CAPACITY AND ENERGY FROM A SMALL QUALIFYING FACILITY (LESS THAN 100 KW) OR FROM A SOLID  
WASTE FACILITY**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ by and between

~~\_\_\_\_, hereinafter referred to as the "QF"; and Gulf Power Company; a corporation;~~

~~hereinafter referred to as the "Company." The QF and the Company shall collectively be referred to herein as the  
"Parties."~~

**WITNESSETH:**

~~WHEREAS, the QF desires to sell, and the Company desires to purchase, electricity to be generated by the  
QF, such sale and purchase to be consistent with Florida Public Service Commission (FPSC) Rules 25-17.080  
through 25-17.091 and Order No. PSC 96-1548-FOF-EQ, Docket No. 931186-EQ; and~~

~~WHEREAS, the QF, in accordance with Rule 25-17.087, F.A.C., has entered into an interconnection agreement with (or  
signed and submitted the substantial equivalent of the Company's Form 12 - Application for Interconnection of  
Customer-Owned Generation to) the utility in whose service territory the QF's generating facility is located, attached  
hereto as Appendix A; and~~

~~WHEREAS, the FPSC has approved the following standard contract for use in connection with the acceptance of the  
Company's standard offer for the purchase of firm capacity and energy from small qualifying facilities (less than 100-  
kilowatts) or from solid waste facilities as defined in Rule 25-17.091, F.A.C.;~~

~~NOW THEREFORE, for mutual consideration the Parties agree as follows:~~

Facility

~~The QF either contemplates installing and operating or has installed and is operating a facility comprised in whole or in  
part of the following generator units located at \_\_\_\_\_~~



~~Section IX  
Fourth Revised Sheet No. 9.20  
Canceling Third Revised Sheet No. 9.20~~

| Unit | Description<br>(Type) | Initial            | KVA                 | KW Output<br>Rating | Fuel Source |           |
|------|-----------------------|--------------------|---------------------|---------------------|-------------|-----------|
|      |                       | In-Service<br>Date | Nameplate<br>Rating |                     | Primary     | Secondary |

~~The entire facility, whether comprised in whole or in part of the generator units set forth above, is designed to produce a maximum of \_\_\_\_\_ kilowatts (KW) of electric power at an 85% power factor. Hereinafter, the designated generator units listed above and related equipment will be collectively referred to as "facility."~~

~~1. Term of the Agreement~~

~~This Agreement shall begin immediately upon its execution and the contemporaneous payment by the QF to the Company of a security deposit in the amount of \$20.00 times each KW of anticipated Committed Capacity as described in Section 4.2.1 of this Agreement. This Agreement shall end at 12:01 A.M., \_\_\_\_\_, 20\_\_\_\_ (date specified shall be no earlier than May 31, 2012).~~

~~Notwithstanding the foregoing, if construction and commercial operation of the facility are not accomplished by the QF before June 1, 2002, the Company's obligations to the OF under this Agreement shall be considered to be of no force and effect. The Company shall be entitled to retain and use the funds required by the Company as a completion security deposit under this section of the Agreement.~~

~~At the election of the QF, the security deposit may be phased in such that one half of the total deposit due is paid upon contract execution and the remainder is to be paid within 12 months after contract execution. If the QF elects to phase in payment of the security deposit due under this paragraph, the effective date of the contract shall be the date of execution; provided however, that the Company shall have no further obligation to the QF if either installment of the security deposit is not timely received by the Company.~~

~~Section IX  
Fourth Revised Sheet No. 9.21  
Canceling Third Revised Sheet No. 9.21~~

~~Depending on the nature of the QF's operation, financial health and solvency, and its ability to meet the terms and conditions of this Agreement, one of the following, at the Company's discretion in accordance with the provisions of Schedule COG-2, may be used as an alternative to a cash deposit as a means of securing the completion of the QF's project in accord with this Agreement:  
an unconditional, irrevocable direct pay letter; or~~

~~surety bond; or~~

~~other means acceptable to the Company.~~

~~In the case of a governmental solid waste facility, pursuant to FPSC Rule 25-17.091, F.A.C., the following will be acceptable to the Company: the unsecured promise of a municipal, county, or state government to pay the actual damages incurred by the Company because the governmental facility fails to come on line prior to June 1, 2002.~~

~~The specific completion security vehicle agreed upon by the parties is: \_\_\_\_\_  
\_\_\_\_\_~~

~~(IN ORDER FOR THIS FORM OF CONTRACT TO BE USED TO TENDER ACCEPTANCE OF THE COMPANY'S STANDARD OFFER BY A QF OTHER THAN A GOVERNMENTAL SOLID WASTE FACILITY, THE ABOVE LINE MUST SPECIFY CASH DEPOSIT IN THE APPROPRIATE AMOUNT UNLESS THE QF HAS SECURED THE PRIOR WRITTEN CONSENT FROM THE COMPANY TO AN ALTERNATIVE COMPLETION SECURITY VEHICLE.)~~

~~Sale of Electricity by the OF~~

~~The Company agrees to purchase electric power generated at the facility and transmitted to the Company by the OF. The purchase and sale of electricity pursuant to this Agreement shall be in accordance with the following billing methodology (choose one):~~

~~Net Billing Arrangement; or~~

~~Simultaneous Purchase and Sales Arrangement.~~

~~Section IX  
Fourth Revised Sheet No. 9.22  
Canceling Third Revised Sheet No. 9.22~~

~~The billing methodology chosen above may not be changed except in accordance with and subject to the following provisions of Rules 25-17.082 and 25-17.0832 F.A.C.:~~  
~~when a Qualifying Facility selling as available energy enters into a negotiated contract or standard offer contract for the sale of firm capacity and energy; or~~  
~~when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the purchasing utility; or~~  
~~when the Qualifying Facility is selling as available energy and has not changed billing methods within the last twelve months; and~~  
~~upon at least thirty days advance written notice to the Company;~~

~~upon the installation of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QF for such metering equipment and its installation;~~  
~~upon completion and approval of any alterations to the interconnection reasonably required to effect the change in billing and upon payment by the QF for such alterations; and~~  
~~where the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or the tariff under which the facility receives electrical service, or any previously agreed upon contractual provision between the QF and the Company.~~

#### Payment for Electricity Produced by the QF

##### Energy

~~The Company agrees to pay the QF for energy produced by the facility and delivered for sale to the Company by the QF. The purchase and sale of energy pursuant to this Agreement shall be in accordance with the rates and procedures contained in Schedule COG-2 as it exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer.~~

~~Section IX  
Fourth Revised Sheet No. 9.23  
Canceling Third Revised Sheet No. 9.23~~

~~For all energy delivered by the QF to the Company, the QF shall be paid pursuant to the Company's as-available~~

~~energy rate as outlined in the Company's Schedule COG 1, Sheet 9.3, contained in the Company's Tariff for Retail Electric Service on file with the Florida Public Service Commission, as said schedule may be amended from time to time with Commission approval. All purchases of energy by the Company shall be adjusted for losses from the point of metering to the point of interconnection. The calculation of as available payments due to the QF shall be based on the sum, over all hours of the billing periods during which the QF is not called on by the Company to operate the facility, of the product of each hour's as-available energy price in conjunction with Gulf's participation in the Southern electric system's economic dispatch, times the quantity of energy delivered to the Company for that hour.~~

~~Capacity~~

~~Anticipated Committed Capacity. The QF expects to sell approximately kilowatts of capacity, beginning on or about \_\_\_\_\_, 19\_\_\_\_. (Date specified may not be later than June 1, 2002.)~~

~~The QF may finalize its Committed Capacity (CC) after initial facility testing, and specify when capacity payments are to begin, by completing Paragraph 4.2.2 at a date subsequent to the execution of this Agreement by the parties. However, the QF must complete Paragraph 4.2.2 before June 1, 2002 in order to be entitled to any capacity payments pursuant to this Agreement. The final Committed Capacity set forth in Paragraph~~

~~shall not exceed plus or minus ten percent of the above estimate. The date specified in Paragraph 4.2.2 as the date on which capacity payments shall begin shall be no earlier than the date specified above, nor any later than June 1, 2002.~~

~~Actual Committed Capacity. The capacity committed by the QF (Committed Capacity or~~

~~CC) for the purposes of this Agreement is \_\_\_\_\_ kilowatts beginning \_\_\_\_\_. The QF is~~

~~committing this amount of capacity based on its agreement and commitment that this capacity will maintain an Equivalent Availability Factor (EAF) of 92%. The EAF will be based on the economic operation of a gas-fired combined cycle unit constructed at the Company's Lansing Smith Plant. The QF elects to receive, and the Company agrees to commence calculating, capacity payments in accordance with this Agreement starting with the first billing month following the date specified in this paragraph as the date on which capacity sales under this Agreement will begin.~~

~~Section IX  
Fourth Revised Sheet No. 9.24  
Canceling Third Revised Sheet No. 9.24~~

~~Capacity Payments The QF chooses to receive capacity payments from the Company under Option \_\_\_\_\_ as described in the Company's Schedule COG 2, Sheets 9.9 and 9.10 of the Company Tariff for Retail Electric Service as they exist at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company standard offer. The Capacity Payments to be made by Gulf to the QF are based upon a combined cycle generating unit with the following economic assumptions:~~

~~Size: 574 MW  
Discount Rate: 8.29% Annual  
Inflation: 2.88%  
Annual Capacity Factor: 62%  
Equivalent Availability: 92%~~

~~Installed Costs (2002): \$373.15/kw AFUDC Rate: 9.68%  
K-factor: 1.5311  
Fixed O & M: \$4.62/kw-yr Unit Life: 20 years~~

~~The Company agrees it will pay the QF a capacity payment. This capacity payment will be the product of the QF's Committed Capacity and the applicable rate from the QF's chosen capacity payment option in accordance with Tariff Sheet Nos. 9.9 and 9.10, as it exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer. In the event either: (1) the date specified in Section 2 of this Agreement is later than June 1, 2012; or (2) the date specified in Paragraph 4.2.2 as the date capacity payments are to begin is one other than the two standing dates shown on Sheet No. 9.11, a payment schedule will be calculated by the Company and attached to this agreement as Exhibit D. Under those circumstances, the payment schedule set forth in Exhibit D will be used in the calculation of capacity payments pursuant to this paragraph. The capacity payment for a given month will be added to the energy payment for such month and tendered by the Company to the QF as a single payment as promptly as possible, normally by the twentieth business day following the day the meter is read.~~

~~In October of each year of this Contract, the Company will calculate the availability of the QF over the most recent twelve-month period ending August 31. For purposes of this Agreement, availability means Equivalent Availability Factor (EAF) as defined by the NERC GADS. If the availability (EAF) of the QF is not equal to or greater than 0.92 (92%), then the Company may deem the QF to be in non-performance of its commitment and thereby invoke the provisions of Section 8 of this contract.~~

~~Section IX~~

~~Fourth Revised Sheet No. 9.25-~~

~~Canceled Third Revised Sheet No. 9.25~~

~~The formula to be used for the availability calculation is as follows:  $EAF = \left\{ \left[ \frac{AH - (EUDH + EPDH + ESEDH)}{PH} \right] \times 100 (\%) \right\}$  where,~~

- ~~AH = Available Hours  
Sum of all SH, RSH, Pumping Hours, and Synchronous Condensing Hours.~~
- ~~EPDH = Equivalent Planned Derated Hours  
Product of the Planned Derated Hours and the Size of Reduction, divided by the NMC.~~
- ~~ESEDH = Equivalent Seasonal Derated Hours  
NMC less the NOC, times the Available Hours (AH), divided by the NMC.~~
- ~~EUDH = Equivalent Unplanned Derated Hours  
Product of the Unplanned Derated Hours and the Size of Reduction, divided by the NMC.~~
- ~~NDC = Net Dependable Capacity  
NMC modified for ambient limitations.~~
- ~~NMC = Capacity a unit can sustain over a specified period when not restricted by ambient conditions or equipment deratings, minus the losses associated with station service or auxiliary loads.~~
- ~~PH = Period Hours  
Number of hours a unit was in the active state. A unit generally enters the active state on its commercial date.~~
- ~~RSH = Reserve Shutdown Hours  
Total number of hours the unit was available for service but not electrically connected to the transmission system for economic reasons.~~
- ~~SH = Service Hours  
Total number of hours a unit was electrically connected to the transmission system.~~

Metering Requirements

~~Hourly demand recording meters shall be required for each individual generator unit comprising a facility with a total installed capacity of 100 kilowatts or more. Where the total installed capacity of the facility is less than 100 kilowatts, the OF may select any one of the following options (choose one):~~

~~hourly demand recording meter(s);~~

~~dual kilowatt hour register time of day meter(s); or ( ) ——— standard kilowatt hour meter(s).~~

~~Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.~~

~~ISSUED BY: Travis Bowden~~

~~EFFECTIVE: ——— October 19, 1999~~

~~Section IX  
Third Revised Sheet No. 9.26  
Canceling Second Revised Sheet No. 9.26~~

~~2. Electricity Production Schedule~~

~~During the term of this Agreement, the QF agrees to:~~

- ~~(a) Adjust reactive power flow in the interconnection so as to remain within the range of 85% leading to 85% lagging power factor;~~
- ~~(b) Provide the Company, prior to October 1 of each calendar year (January through December), an estimate of the amount of electricity to be generated by the facility and delivered to the Company for each month of the following calendar year, including the time, duration and magnitude of any planned outages or reductions in capacity;~~
- ~~(c) Promptly update the yearly generation schedule and maintenance schedule as and when any changes may be determined necessary;~~
- ~~(d) Coordinate its scheduled facility outages with the Company;~~
- ~~(e) Comply with reasonable requirements of the Company regarding day to day or hour by hour communications between the parties relative to the performance of this and~~
- ~~(f) Promptly notify the Company of the QF's inability to supply any portion of its Committed Capacity from the facility. (Failure of the QF to notify the Company of a known generating or inability to supply its full Committed Capacity from the facility may, at the sole discretion of the Company, result in a determination of non-performance.)~~

~~ISSUED BY: D.L. McCreary~~ ~~EFFECTIVE: September 15, 1993~~

~~Section IX  
Fourth Revised Sheet No. 9.27  
Canceling Third Revised Sheet No. 9.27~~

~~The QF's Obligation if the QF Receives Early Capacity Payments~~

~~The QF's payment option choice pursuant to paragraph 4.2.3 may result in payment by the Company for capacity delivered prior to June 1, 2002. The parties recognize that capacity payments received for any period through May 31, 2002, are in the nature of "early payment" for a future capacity benefit to the Company. To ensure that the Company will receive a capacity benefit for which early capacity payments have been made, or alternatively, that the QF will repay the amount of early payments received to the extent the capacity benefit has not been conferred, the following provisions will apply:~~

~~The Company shall establish a Capacity Account. Amounts shall be added to the Capacity Account for each month through May, 2002, in the amount of the Company's capacity payments made to the QF pursuant to the QF's chosen payment option from Schedule COG-2 or Exhibit D if applicable. The monthly balance in the Capacity Account shall accrue interest at the rate then prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company thirty days prior to the date of each payment or posting of interest to the account. Commencing on June 1, 2002, there shall be deducted from the Capacity Account an Early Payment Offset Amount to reduce the balance in the Capacity Account. Such Early Payment Offset Amount shall be equal to that amount which the Company would have paid for capacity in that month if the capacity payment had been calculated pursuant to Option 1 in Schedule COG-2 and the QF had elected to begin receiving payment on June 1, 2002 minus the monthly capacity payment the Company makes to the QF pursuant to the capacity payment option chosen by the QF in paragraph 4.2.3.~~

~~The QF shall owe the Company and be liable for the outstanding balance in the Capacity Account. The Company agrees to notify the QF monthly as to the current Capacity Account balance. Prior to receipt of early capacity payments, the QF shall execute a promise to repay any outstanding balance in the Capacity Account in the event the QF defaults pursuant to this Agreement. Such promise shall be secured by means mutually acceptable to the Parties and in accordance with the provisions of Schedule COG-2. The specific repayment assurance selected for purposes of this Agreement is:~~

~~\_\_\_\_\_ Any outstanding balance in the Capacity Account shall immediately become due and payable, in full, in the event of default by the QF or at the conclusion of the term of this Agreement. The QF's obligation to pay the balance in the Capacity Account shall survive termination of this Agreement.~~



~~Section IX  
Fourth Revised Sheet No. 9.28  
Canceling Third Revised Sheet No. 9.28~~

~~Non-Performance Provisions~~

~~The QF shall be entitled to receive a complete refund of the security deposit described in Section 2 of this~~

~~contract (or in the event an alternative completion security vehicle is in effect, release of that completion security) upon achieving commercial in-service status (which, for purposes of this Agreement, shall include the demonstration of capability to perform by actual delivery of electricity to the Company), provided that this occurs prior to June 1, 2002 and that said commercial in-service status is maintained from the date of initial demonstration to, through and including June 1, 2002. The QF shall not be entitled to any of its security deposit if it fails to achieve commercial in-service status prior to June 1, 2002 and maintain that status to, through and including said date. Additionally, once construction of the facility or any additions necessary for the QF to have the capability to deliver the anticipated committed capacity and energy to the Company from the facility has commenced, the QF will allow Company representatives to review quarterly the construction progress to provide the Company with a level of assurance that the QF will be capable of delivering the anticipated committed capacity from the facility on or before June 1, 2002.~~

~~The QF shall not be entitled to receive or retain capacity payments during any twelve-month period ending August 31 during the existence of this contract that its equivalent availability factor (EAF) over that same period calculated pursuant to the provisions of Paragraph 4.2.3 of this Agreement, does not equal or exceed 92%. To the extent that capacity payments may have already been made to the QF during a period when its minimum EAF requirement was not met, the QF shall refund such payments, plus interest, to the Company for that entire twelve month period within 30 days of notice and request for said repayment made by the Company. Interest for each month's capacity repayment will be charged at the rate prevailing for thirty (30) days highest grade commercial paper; such rate is to be determined by the Company contemporaneous with the request for repayment. In addition to the foregoing, beginning with the 12 month period ending August 31, 2002, if the QF fails to achieve its minimum availability requirement during any twelve-month period ending August 31, and the QF has received capacity payments for periods prior to June 1, 2002, the QF shall be liable for and shall pay the Company an amount equal to the Early Payment Offset Amount for that period. Any payments thus required of the QF shall be separately invoiced by the Company to the QF after such determinants of non-performance for which such repayment is~~

~~ISSUED BY: Travis Bowden EFFECTIVE: October 19, 1999~~

~~Section IX  
Fourth Revised Sheet No. 9.29  
Canceling Third Revised Sheet No. 9.29~~

~~due and shall be paid by the OF within 20 days after receipt of such invoice by the OF. Repayment under this paragraph shall not be construed as a limitation of the Company's right to pursue a claim against the OF in any appropriate court or forum for the actual damages the Company incurs as a result of the OF's non-performance or default.~~

~~Failure of the OF to notify the Company of a known derating or inability to supply its full Committed Capacity from the facility may, at the sole discretion of the Company, result in a determination of non-performance. Upon such determination by the Company, capacity payments to the OF shall be suspended for a period of time equal to the time of the known derating or inability to supply the full Committed Capacity from the facility or six months, whichever shall be longer.~~

~~7. Default~~

~~7.1 Mandatory Default The OF shall be in default under this Agreement if: (1) OF either voluntarily declares bankruptcy or becomes subject to involuntary bankruptcy proceedings; or (2) OF ceases all electric generation for either of the Company's peak generation planning periods (summer or winter) occurring in a consecutive 12 month period. For purposes of this Agreement! the Company's summer peak generation planning period shall be May through September and the Company's winter peak generation planning period shall be December through February. The months included in the Company's peak generation planning periods may be changed, at the sole discretion of the Company, upon 12 months' prior notice to the QF.~~

~~7.2 Optional Default The Company may declare the QF to be in default if: (1) at any time prior to June 1, 2002 and after capacity payments have begun, the Company has sufficient reason to believe that the QF is unable to deliver its Committed Capacity from the facility; (2) after June 1, 2002, the QF fails to maintain a 98% availability factor over any twenty four consecutive month period; (3) because of a QF's refusal, inability or anticipatory breach of obligation to deliver its Committed Capacity after June 1, 2002; or (4) the Company has made three or more determinations of non-performance due to the failure of the QF to notify the Company of a known derating or inability to supply Committed Capacity during any eighteen month period.~~

Section IX  
Third Revised Sheet No. 9.30  
Canceling Second Revised Sheet No. 9.30

#### General Provisions

~~10.1 Permits The QF hereby agrees to seek to obtain any and all governmental permits, certifications, or other authority the QF is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement. The Company hereby agrees to seek to obtain any and all governmental permits, certifications or other authority the Company is required to obtain as a prerequisite to engaging in the activities provided for in this Agreement.~~

~~10.2 Indemnification The QF agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF in performing its obligations pursuant to this Agreement or the QF's failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the QF against any and all liability, loss, damage, cost or expense which the QF may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing its obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF agrees to include the Company as an additional named insured in any liability insurance policy or policies the QF obtains to protect the QF's interests with respect to the QF's indemnity and hold harmless assurances to parties contained in this Section.~~

~~The QF shall deliver to the Company at least fifteen days prior to the delivery of any capacity or energy under this Agreement, a certificate of insurance certifying the QF's coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the QF's performance under or failure to abide by the terms of this Agreement, including without limitation any claims, damages or injuries caused by operation of any of the QF's equipment or by the QF's failure to maintain the facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF of the duties and obligations arising under the terms and conditions of this Agreement.~~

ISSUED BY: D. L. McCrary EFFECTIVE: September 15, 1993

~~Section IX  
Third Revised Sheet No. 9.31  
Canceling Second Revised Sheet No. 9.31~~

~~The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The OF shall pay all premiums and other charges required or due in order to maintain such coverage as required under this section in force during the entire period of this Agreement beginning with the initial delivery of capacity or energy to the Company.~~

~~Taxes or Assessments. It is the intent of the parties under this provision that the OF hold the Company and its general body of ratepayers harmless from the effects of any additional taxes, assessments or other impositions that arise as a result of the purchase of energy or capacity from the QF in lieu of other energy or capacity and that any savings in regards to taxes or assessments be included in the avoided cost payments made to the OF to the extent permitted by law. In the event the Company becomes liable for additional taxes, assessments or imposition arising out of its transaction with the OF under either this agreement or any related interconnection agreement, or due to changes in laws affecting the Company's purchases of energy or capacity from the QF occurring after the execution of this agreement, and for which the Company would not have been liable if it had produced the energy and/or constructed facilities sufficient to provide the capacity contemplated under this agreement itself (the Company may bill the OF monthly for such additional expenses or may offset them against amounts due the QF from the Company. Any savings in taxes, assessments or impositions that accrue to the Company as a result of its purchase of energy and capacity under this agreement that are not already reflected in the avoided energy or avoided capacity payments made to the QF hereunder, shall be passed on to the QF to the extent permitted by law without consequential penalty or loss of such benefit to the Company.~~

~~ISSUED BY: D. L. McCrary~~

~~EFFECTIVE: September 15, 1993~~

~~Section IX  
Fourth Revised Sheet No. 9.32  
Canceling Third Revised Sheet No. 9.32~~

~~Force Majeure. If either party shall be unable, by reason of force majeure, to carry out its obligations under this Agreement, either wholly or in part, the party so failing shall give written notice and full particulars of such cause or causes to the other party as soon as possible after the occurrence of any such cause; and such obligations shall be suspended during the continuance of such hindrance, which, however, shall be extended for such period as may be necessary for the purpose of making good any suspension so caused. The term "force majeure"<sup>44</sup> shall be taken to mean acts of God, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, arrests and restraints of rules and people, environmental constraints lawfully imposed by federal, state or local government bodies, explosions, fires, floods, lightning, wind, perils of the sea; provided, however, that no occurrences may be claimed to be a force majeure occurrence if it is caused by the negligence or lack of due diligence on the part of the party attempting to make such claim. The QF agrees to pay the costs necessary to reactivate the facility and/or the interconnection with the Company's system if the same are rendered inoperable due to actions of the QF, its agents, or force majeure events affecting the facility or the interconnection with the Company. The Company agrees to reactivate at its own cost the interconnection with the facility in circumstances where any interruptions to such interconnections are caused by the Company or its agents.~~

~~Assignment. The OF shall have the right to assign its benefits under this Agreement, but the QF shall not have the right to assign its obligations and duties without the Company's prior written approval.~~

~~Disclaimer. In executing this Agreement, 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 QF or any assignee of this Agreement.~~

ISSUED BY: Travis Bowden EFFECTIVE: October 19, 1999

~~Section IX~~

~~— Second Revised Sheet No. 9.32.1~~

~~— Canceling First Revised Sheet No. 9.32.1~~

~~Notification. For purposes of making any and all non-emergency oral and written notices, payments or the like required under the provisions of this Agreement, the parties designate the following to be notified or to whom payment shall be sent until such time as either party furnishes the other party written instructions to contact another individual.~~

~~For QF: — For Gulf Power Company:~~

~~Phone: \_\_\_ Phone: \_\_\_\_\_~~

~~Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.~~

~~Severability. If any part of this Agreement, for any reason, be declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Agreement, which remainder shall remain in force and effect as if this Agreement had been executed without the invalid or unenforceable portion.~~

~~Complete Agreement and Amendments. All previous communications or agreements between the parties, whether verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment or modification to this Agreement shall be binding unless it shall be set forth in writing and duly executed by both parties to this Agreement and, if required, approved by the FPSC.~~

~~Incorporation of Schedule. The parties agree that this Agreement shall be subject to all of the provisions contained in the Company's published Schedule COG-2 as approved and on file with the FPSC, as the Schedule exists at the time this Agreement is properly submitted by the QF to the Company as tendered acceptance of the Company's standard offer.~~

~~ISSUED BY: Charles S. Boyett — EFFECTIVE: March 29, 2019~~

~~Section IX~~  
~~Second Revised Sheet No. 9.32.2~~  
~~Canceled First Revised Sheet No. 9.32.2~~

~~10.12 Survival of Agreement This Agreement as may be amended from time to time, shall be binding and insure to the benefit of the Parties' respective successors in interest and legal representatives.~~

~~IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.~~

~~QF \_\_\_\_\_ GULF POWER COMPANY~~

~~By: \_\_\_\_\_ By: \_\_\_\_\_~~

~~(Print or Type Name)~~

~~(Print or Type Name)~~

~~\_\_\_\_\_ Title: \_\_\_\_\_~~

~~Date:~~

~~ISSUED BY: Mark Crosswhite~~  
~~EFFECTIVE: April 11, 2012~~

~~Section IX~~  
~~First Revised Sheet No. 9.32.3~~  
~~Canceling Original Sheet No. 9.32.3~~

~~THIS PAGE IS RESERVED FOR FUTURE USE~~

~~ISSUED BY: Travis Bowden~~

~~EFFECTIVE: October 19, 1999~~



**GULF POWER COMPANY**

Section IX  
Second Revised Sheet No. 9.33  
Canceling First Revised Sheet No. 9.33

GULF POWER COMPANY  
FORM 12  
Application for Interconnection of Customer-Owned Generation

Customer Name \_\_\_\_\_ Date of Application \_\_\_\_\_

Service Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone No. \_\_\_\_\_

Contact Address \_\_\_\_\_

Type Generator \_\_\_\_\_

Expected Date of Operation \_\_\_\_\_

Operating Voltage \_\_\_\_\_ Net Output \_\_\_\_\_ KW

Phases: [ ]1 [ ]3

On behalf of the above named Customer, I hereby notice to Gulf Power Company ("Gulf Power", "Gulf") that Customer intends to construct facilities in order to operate electric equipment in parallel with Gulf Power on or after the date given above.

On behalf of Customer, I hereby acknowledge receipt of a copy of Part III of Chapter 25-17 of the Rules of the Florida Public Service Commission (Rules 25-17.080 through 25-17.091, Florida Administrative Code) and Gulf's Standard Interconnection Agreements (Gulf's Retail Tariff Sheets 7.35-7.40 and 9.35-9.40.)

I understand that Customer shall not operate electric generating equipment in parallel with Gulf's electric system without the prior written consent of Gulf Power. This application for interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

- (a) Physical layout drawings, including dimensions;
- (b) All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- (a) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which be necessary to understand the proposed system and to be able to make a coordinated system;
- (b) Power requirements in watts and vars;
- (c) Expected radio-noise, harmonic generation and telephone interference factor;
- (d) Synchronizing methods; and
- (e) Operating/instruction manuals.

Page 1 of 2

**ISSUED BY:** D. L. McCrary

**EFFECTIVE:** October 15, 1991

**GULF POWER COMPANY**

Section IX  
Third Revised Sheet No. 9.34  
Canceling Second Revised Sheet No. 9.34

Any subsequent change in the system must also be submitted for review and written approval prior to actual modification. The above mentioned review, recommendations and approval by Gulf do not relieve the Customer from complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

I understand that in order to interconnect with Gulf Power, Customer is required to bear all costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be directly required to provide normal service to the Customer, if the Customer were a non-generating customer. These costs shall be paid by the Customer to Gulf for all material and labor that is required. Prior to any work being done by Gulf, Gulf shall supply the Customer with a written good faith cost estimate of all its required materials and labor and a good faith estimate of the date by which construction of the interconnection will be completed. This estimate shall be provided to the Customer within 60 days after the Customer supplies Gulf with its final electrical plans. Gulf shall also provide project timing and feasibility information to the Customer.

I understand that in order to obtain Gulf Power's written consent to operate electric generating equipment in parallel with Gulf's electric system, Customer must have complied with the standards for safety and interconnection set forth in Rule 25-17.087(6)-(9) F.A.C. (attached); and in the case of Distributed Resources of 10 MVA and less, must have complied with the provisions of IEEE 1547, have provided Gulf with a copy of Customer's filing with the Federal Energy Regulatory Commission of any and all necessary information required thereby; and have signed an Interconnection Agreement with Gulf Power.

Customer

By: \_\_\_\_\_  
Its authorized representative

Accepted: \_\_\_\_\_  
Representative of Gulf Power Company

GULF POWER COMPANY

Section IX  
Second Revised Sheet No. 9.35  
Canceling First Revised Sheet No. 9.35

GULF POWER COMPANY  
STANDARD INTERCONNECTION AGREEMENT

Gulf Power Company, hereinafter referred to as the Company", agrees to interconnect with \_\_\_\_\_ the "Customer" whose behalf the Application for Interconnection of Customer. Owned Generation (Gulf Power Company Form 12, Tariff Sheets 9.33-9.34) dated \_\_\_\_\_ was submitted, hereinafter referred to as the "QF" or "Distributed Resource,, subject to the following provisions:

1. Facility

The QF's or Distributed Resource's generating facility, hereinafter referred to as "Facility", is located at \_\_\_\_\_ within the Company's service territory. The QF or Distributed Resource intends to have its Facility installed and operational on or about \_\_\_\_\_. The QF or

Distributed Resource shall provide the Company reasonable prior notice of the Facility's initial operation, and it shall

cooperate with the Company to arrange initial deliveries of power to the Company's system.

Unless the generator is classified as a Distributed Resources of 10 MVA or less, the Facility has been or will be certified as a Qualifying Facility pursuant to the rules and regulations of the Florida Public Service Commission (FPSC) or the Federal Energy Regulatory Commission (FERC). The QF shall maintain the qualifying status of the Facility throughout the term of the interconnection and any associated contracts for either capacity or energy or both.

2. Construction Activities

The QF or Distributed Resource shall provide the Company with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the parties' agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the QF or Distributed Resource, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company's system.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

**GULF POWER COMPANY**

Section IX  
Second Revised Sheet No. 9.36  
Canceling First Revised Sheet No. 9.36

The QF or Distributed Resource agrees to pay the Company all expenses incurred by the Company to design, construct, operate, maintain and repair the interconnection facilities necessary for integration of the Facility into the Company's electrical system. Such interconnection costs shall not include any costs which the Company would otherwise incur if it were not engaged in interconnected operations with the QF or Distributed Resource but instead simply provided the electric power requirements of the Facility with electricity either generated by the Company or purchased from another source.

The QF or Distributed Resource agrees to pay the costs for complete interconnection work ( ) within 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed or ( ) payable in (up to 36) \_\_\_\_\_ monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed.

In the event the QF or Distributed Resource notifies the Company in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse the Company in full for the interconnection costs incurred up to the date such notification is received.

3. Cost Estimates

Attached hereto as Exhibit A and incorporated herein by this reference, is a document entitled, "QF or Distributed Resource Interconnection Cost Estimates" prepared by the Company at the request of the QF or Distributed Resource pursuant the provisions of Rule 25-17.087(10) F.AC. and the Company's Form 12 "Application for Interconnection of Customer-Owned Generation" (Retail Tariff Sheets 9.33-9.34.) The parties agree that the cost of the interconnection work contained in Exhibit A is a good faith estimate of the actual cost to be incurred.

4. Technical Requirements and Operations

The parties agree that the QF's or Distributed Resource's interconnection with, and delivery of electricity into, the Company's system must be accomplished in accordance with the provisions in Rule 25-17.087(6)-(9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. For a Distributed Resource that is 10 MVA or less in size, the generator's interconnection with the Company's system must also be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction. Prior to initial synchronization with the Company's system, the QF or Distributed Resource must obtain written consent from the Company to operate electric generating equipment in parallel with the Company's electric system.

**ISSUED BY:** Susan N. Story

**EFFECTIVE:** December 20, 2006

**GULF POWER COMPANY**

Section IX  
Second Revised Sheet No. 9.37  
Canceling First Revised Sheet No. 9.37

The QF or Distributed Resource agrees to require that the Facility operator immediately notify the Company's System Dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the safe operation of the Facility or to protect the integrity of the Company's system, the QF or Distributed Resource agrees to reduce power generation or take other appropriate actions.

5. Interconnection Facilities

The interconnection facilities shall include the items listed in Exhibit B, which is made an integral part of this Agreement.

Interconnection facilities on the Company's side of the ownership line with the QF or Distributed Resource shall be owned, operated, and maintained by the Company. The QF or Distributed Resource shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's or Distributed Resource's side of the ownership line as indicated in Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities.

6. Operation and Maintenance Payments

The Company will separately invoice the QF or Distributed Resource monthly for all costs associated with the operation, and maintenance of the interconnection facilities. The QF or Distributed Resource agrees to pay the company within 20 days of receipt of each such invoice.

7. Site Access

In order to help ensure the continuous, reliable and compatible operation of the Facility with the Company's system, the QF or Distributed Resource hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the

GULF POWER COMPANY

Section IX  
Second Revised Sheet No. 9.38  
Canceling First Revised Sheet No. 9.38

QF or Distributed Resource to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, or maintain or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

8. Construction Responsibility

In no event shall any Company statement, representation, or lack thereof, either expressed or implied, relieve the QF or Distributed Resource of its exclusive responsibility for the Facility. Specifically, any Company inspection of the Facility shall not be construed neither as confirming or endorsing the Facility's design or its operation or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

9. Insurance

The QF or Distributed Resource agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF or Distributed Resource in performing its obligations pursuant to this Agreement or the QF's or Distributed Resources' failure to abide by the provision of this Agreement. The Company agrees to indemnify and save harmless the QF or Distributed Resource against any and all liability, loss, damage, cost or expense which the QF or Distributed Resource may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing its obligation pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF or Distributed Resource agrees to include the Company as an additional named insured in any liability insurance policy or policies the QF or Distributed Resource obtains to protect the QF's or Distributed Resource's interests with respect to the QF's or Distributed Resource's indemnity and hold harmless assurances to parties contained in this Section.

Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. Notwithstanding anything to the contrary in the Company's tariff, any obligation of indemnification therein required of a Customer, Applicant, Distributed Resource, or QF, that is a governmental entity of the State of Florida or political subdivision thereof, shall be read to include the condition "to the extent permitted by applicable law."

ISSUED BY: ~~Susan N. Story~~ Tiffany Cohen

EFFECTIVE: ~~December 20, 2006~~

**GULF POWER COMPANY**

Section IX  
First Revised Sheet No. 9.39  
Canceling Original Sheet No. 9.39

The QF or Distributed Resource shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the QF's or Distributed Resource's coverage under a liability insurance policy issue by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF or Distributed Resource, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the QF or Distributed Resource, or caused by operation of any of the QF's or Distributed Resource's equipment or by the QF's or Distributed Resource's failure to maintain the Facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF or Distributed Resource of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The QF or Distributed Resource shall pay all premiums and other charges required or due in order to maintain such coverage as required under this section in force during the entire period of interconnection with the Company.

10. Electric Service to the QF or Distributed Resource

The Company will provide the class or classes of electric service requested by the QF or Distributed Resource, to the extent that they are consistent with applicable tariffs, provided, however, that interruptible service will not be available under circumstances where interruptions would impair the QF's or Distributed Resource's ability to generate and deliver electricity to the Company.

**ISSUED BY:** Susan N. Story

**EFFECTIVE:** December 20, 2006

**GULF POWER COMPANY**

Section IX  
Second Revised Sheet No. 9.40  
Canceling First Revised Sheet No. 9.40

11. Notification

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

For Gulf:

Phone: \_\_\_\_\_

For QF or Distributed Resource:

Phone: \_\_\_\_\_

IN WITNESS WHEREOF, the QF or Distributed Resource and the Company executed this Agreement this \_\_\_\_\_

OF or Distributed Resource

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012



~~Section No. IX~~  
~~Second Revised Sheet No. 9.41~~  
~~Canceling First Revised Sheet No. 9.41~~

| PAGE | EFFECTIVE DATE        |
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|      | <b>March 29, 2019</b> |

~~Reserved For Future Use~~

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

~~Section No. IX~~  
~~Second Revised Sheet No. 9.42~~  
~~Canceling First Revised Sheet No. 9.42~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

~~Reserved For Future Use~~

**ISSUED BY:** Charles S. Boyett

~~Section No. IX~~  
~~Second Revised Sheet No. 9.43~~  
~~Canceling First Revised Sheet No. 9.43~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

~~Reserved For Future Use~~

~~ISSUED BY: Charles S. Boyett~~

~~Section No. IX~~  
~~Second Revised Sheet No. 9.44~~  
~~Canceled First Revised Sheet No. 9.44~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

~~Reserved For Future Use~~

~~ISSUED BY: Charles S. Boyett~~

~~Section No. IX~~  
~~Second Revised Sheet No. 9.45~~  
~~Canceled First Revised Sheet No. 9.45~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

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~~Section No. IX~~  
~~Second Revised Sheet No. 9.46~~  
~~Canceling First Revised Sheet No. 9.46~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

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~~ISSUED BY: Charles S. Boyett~~

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.47  
Canceling Third Revised Sheet No. 9.47

## STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION SYSTEMS (10 kW or less)

|                |                                  |
|----------------|----------------------------------|
| PAGE<br>1 of 9 | EFFECTIVE DATE<br>March 29, 2019 |
|----------------|----------------------------------|

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_, within the Company's service area. The Customer intends to have its Facility installed and operational on or about \_\_\_\_\_.

- a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
- i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is 10kW or less.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.48  
Canceling Third Revised Sheet No. 9.48

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>2 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.47)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

**ISSUED BY:** Charles S. Boyett



**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.49  
Canceling Third Revised Sheet No. 9.49

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>3 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.50  
Canceling Third Revised Sheet No. 9.50

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>4 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.49)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
~~Fourth-Fifth~~ Revised Sheet No. 9.51  
Canceling ~~Fourth-Third~~ Revised Sheet No. 9.51

|                |                                  |
|----------------|----------------------------------|
| PAGE<br>5 of 9 | EFFECTIVE DATE<br>March 29, 2019 |
|----------------|----------------------------------|

(Continued from Tier 1, Sheet No. 9.50)

8. **Customer Insurance**

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

9. **Manual Disconnect Switch**

- a. U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems, by law, do not require a customer-installed manual disconnect switch. However, the Company strongly recommends installation of such a disconnect switch.
- b. For other customer-owned Tier 1 renewable generation systems that are not U.L.1741 inverter based, the Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

~~As a Tier 1 generator, the Customer is not required by law to install a manual disconnect switch of the visible load break type. Nevertheless, the Company strongly recommends installation of such a disconnect switch. In the event that the Company experiences one or more of the conditions outlined in Section 10 below, and the Customer has not installed a manual disconnect switch of the visible load break type, the Company may disconnect service to the Customer's premises. This will result in the Customer not being able to receive electric service from the Company until the conditions warranting disconnection are resolved. To the extent practicable, prior notice of the Company's intent to disconnect service shall be given to the Customer. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection.~~

**GULF POWER COMPANY**

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

ISSUED BY: ~~Charles S. Boyett~~ [Tiffany Cohen](#)

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.52  
Canceling Third Revised Sheet No. 9.52

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>6 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.51)

11. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

12. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

13. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.53  
Canceling Third Revised Sheet No. 9.53

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>7 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.52)

design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

**14. Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

**15. Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Third Revised Sheet No. 9.54  
Canceling Second Revised Sheet No. 9.54

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>8 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

16. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

17. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. **Incorporation of Company Tariff**

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 herein by reference.

19. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

20. **Entire Agreement**

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.

21. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.55  
Canceling Third Revised Sheet 9.55

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>9 of 9</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Schedule Tier 1, Sheet No. 9.54)

22. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Charles S. Boyett



GULF POWER COMPANY

Section No. IX  
Third Revised Sheet No. 9.56  
Canceling Second Revised Sheet No. 9.56

## STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 kW and Less than or Equal to 100 kW)

|                 |                                  |
|-----------------|----------------------------------|
| PAGE<br>1 of 10 | EFFECTIVE DATE<br>March 29, 2019 |
|-----------------|----------------------------------|

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_, within the Company's service area. The Customer intends to have its Facility installed and operational on or about \_\_\_\_\_.

- a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Third Revised Sheet No. 9.57  
Canceling Second Revised Sheet No. 9.57

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 2 of 10 | March 29, 2019 |

(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Third Revised Sheet No. 9.58  
Canceling Second Revised Sheet No. 9.58

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>3 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Third Revised Sheet No. 9.59  
Canceling Second Revised Sheet No. 9.59

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>4 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 2, Sheet No. 9.58)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Third Revised Sheet No. 9.60  
Canceling Second Revised Sheet No. 9.60

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>5 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 2, Sheet No. 9.59)

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Third Revised Sheet No. 9.61  
Canceling Second Revised Sheet No. 9.61

|                 |                                  |
|-----------------|----------------------------------|
| PAGE<br>6 of 10 | EFFECTIVE DATE<br>March 29, 2019 |
|-----------------|----------------------------------|

(Continued from Tier 2, Sheet No. 9.60)

11. **Standard Application Fee**

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

12. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application, the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.62  
Canceling Third Revised Sheet No. 9.62

|                        |                                         |
|------------------------|-----------------------------------------|
| <b>PAGE</b><br>7 of 10 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|------------------------|-----------------------------------------|

(Continued from Tier 2, Sheet No. 9.61)

- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.63  
Canceling Third Revised Sheet No. 9.63

|                 |                                  |
|-----------------|----------------------------------|
| PAGE<br>8 of 10 | EFFECTIVE DATE<br>March 29, 2019 |
|-----------------|----------------------------------|

(Continued from Tier 2, Sheet No. 9.62)

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

**ISSUED BY:** Charles S. Boyett



**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.64  
Canceling Third Revised Sheet No. 9.64

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>9 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 2, Sheet No. 9.63)

21. **Entire Agreement**

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.

22. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.65  
Canceling Third Revised Sheet No. 9.65

|                                |                                                |
|--------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>10 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|--------------------------------|------------------------------------------------|

(Continued from Tier 2, Sheet No. 9.64)

23. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Third Revised Sheet No. 9.66  
Canceling Second Revised Sheet No. 9.66

## STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 kW and Less than or Equal to 2 MW)

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 1 of 10 | March 29, 2019 |

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of \_\_\_\_\_, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

### 1. Facility Requirements

The Customer's Facility is located at \_\_\_\_\_, within the Company's service area. The Customer intends to have its Facility installed and operational on or about \_\_\_\_\_.

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
  - i. Does not exceed 90% of the Customer's utility distribution service rating; and
  - ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is \_\_\_\_\_.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
  - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
  - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.67  
Canceling Third Revised Sheet No. 9.67

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>2 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.66)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, [www.gulfpower.com](http://www.gulfpower.com)). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.68  
Canceling Third Revised Sheet No. 9.68

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>3 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.69  
Canceling Third Revised Sheet 9.69

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>4 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.68)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Third Revised Sheet No. 9.70  
Canceling Second Revised Sheet No. 9.70

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>5 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.69)

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.71  
Canceling Third Revised Sheet No. 9.71

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>6 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.70)

11. **Application Fee and Interconnection Study Charge**

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

12. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the

**ISSUED BY:** Charles S. Boyett



GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.72  
Canceling Third Revised Sheet No. 9.72

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>7 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.71)

Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.73  
Canceling Third Revised Sheet No. 9.73

|                        |                                         |
|------------------------|-----------------------------------------|
| <b>PAGE</b><br>8 of 10 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|------------------------|-----------------------------------------|

(Continued from Tier 3, Sheet No. 9.72)

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. IX  
Fourth Revised Sheet No. 9.74  
Canceling Third Revised Sheet No. 9.74

|                               |                                                |
|-------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>9 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|-------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.73)

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

21. **Entire Agreement**

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.

22. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. IX  
Fourth Revised Sheet No. 9.75  
Canceling Third Revised Sheet No. 9.75

|                                |                                                |
|--------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>10 of 10</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|--------------------------------|------------------------------------------------|

(Continued from Tier 3, Sheet No. 9.74)

23. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Customer: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**GULF POWER COMPANY**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

~~ISSUED BY: Charles S. Boyett~~

Section No. IX  
~~Third Revised Sheet No. 9.76~~  
~~Cancelling Second Revised Sheet No. 9.76~~

## **STANDARD INTERCONNECTION APPLICATION FOR CUSTOMER-OWNED RENEWABLE GENERATION SYSTEMS**

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 | March 29, 2019 |

~~Gulf Power customers wishing to interconnect "customer-owned renewable generation" as defined by Rule 25-6.065(2)(a), to Gulf Power's electric distribution system are required to complete this Standard Interconnection Application and execute a Standard Interconnection Agreement for the appropriate Tier. Gulf Power maintains Standard Interconnection Agreements for Tier 1 (10kW or less); Tier 2 (greater than 10kW and less than or equal to 100kW) and Tier 3 (greater than 100kW and less than or equal to 2 MW) generators. Downloadable copies of Gulf Power's Standard Interconnection Agreements are available on Gulf Power's website, [www.gulfpower.com](http://www.gulfpower.com). Completion and submission of this Standard Interconnection Application is the first step in the process of interconnecting with Gulf Power's electric system. Once a completed application is received, Gulf Power will execute the Standard Interconnection Agreement and forward the Agreement to the Customer for signature. Gulf Power recommends that the Customer download and review a copy of the applicable Standard Interconnection Agreement prior to submitting this Application.~~

### **1. Applicant Information**

Name(s): \_\_\_\_\_ Gulf Power Account No.: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Street Address (if different): \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

### **2. Facility Information**

Facility Name/Model: \_\_\_\_\_

Facility fuel or energy source (e.g., wind, solar, other) \_\_\_\_\_

Section No. IX

~~Third Revised Sheet No. 9.77~~

~~Canceling Second Revised Sheet No. 9.77~~

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 | March 29, 2019 |

~~(Continued from Application, Sheet No. 9.76)~~

~~Facility Gross Power Rating \_\_\_\_\_ (defined as the total manufacturer's AG~~

~~nameplate generating capacity of an on-site customer-owned renewable generation system that will be interconnected to and operate in parallel with the investor-owned utility's distribution facilities. For inverter-based systems, the Gross Power Rating shall be calculated by multiplying the total installed DC nameplate generating capacity by .85 in order to account for losses during the conversion from DC to AC).~~

~~Facility Location: \_\_\_\_\_~~

~~Expected In-Service Date: \_\_\_\_\_~~

~~3. Required Documentation~~

~~As part of this Standard Interconnection Application, the Customer must submit the following documents:~~

- ~~(a) Technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility has been submitted by the 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 following codes and standards, as applicable:
  - ~~i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;~~
  - ~~ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment interconnecting Distributed Resources with Electric Power Systems; and~~
  - ~~iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources;~~~~
- ~~(b) A copy of the inspection report of the local code enforcement agency indicating compliance of the Facility with all applicable local codes;~~
- ~~(c) Proof of insurance, if the Facility's Gross Power Rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator); and~~
- ~~(d) A copy of the lease agreement if the Customer is leasing the Facility from a third party.~~

~~ISSUED BY: Charles S. Boyett~~

Section No. IX

~~Third Revised Sheet No. 9.78~~

~~Canceling Second Revised Sheet No. 9.78~~

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 3 | March 29, 2019 |

~~(Continued from Application, Sheet No. 9.77)~~

~~4. Application Fee~~

~~If the Facility's Gross Power rating exceeds 10 kW (i.e., a Tier 2 or Tier 3 generator) the Customer must submit a non-refundable Standard Application Fee of \$477 with this Application.~~

~~5. Interconnection Study Charge~~

~~If the Facility's Gross Power Rating exceeds 100 kW (i.e., a disconnect generator), the Company may determine, upon reviewing this Interconnection Application, that an interconnection study is necessary. If the Company determines that an interconnection study is necessary, the Customer must provide the Company with an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study.~~

~~ISSUED BY: Charles S. Boyett~~

~~Section No. IX~~  
~~Second Revised Sheet No. 9.79~~  
~~Canceling First Revised Sheet No. 9.79~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

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~~ISSUED BY: Charles S. Boyett~~



~~Section No. IX~~  
~~Second Revised Sheet No. 9.80~~  
~~Canceling First Revised Sheet No. 9.80~~

| PAGE | EFFECTIVE DATE        |
|------|-----------------------|
|      | <b>March 29, 2019</b> |

**Reserved For Future Use**

~~ISSUED BY: Charles S. Boyett~~

**GULF POWER COMPANY**

Section No. IX  
Fifth Revised Sheet No. 9.81  
Canceling Fourth Revised Sheet No 9.81

**RATE SCHEDULE QS-  
2 APPENDIX A  
TO THE STANDARD OFFER CONTRACT**

**STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY  
FROM A RENEWABLE ENERGY FACILITY  
OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS**

**SCHEDULE**

QS-2, Firm Capacity and Energy

**AVAILABLE**

The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17-0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to herein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit : (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based is no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

**APPLICABLE**

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract", Firm Capacity and Energy are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

**CHARACTER OF SERVICE**

Purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Purchases from outside the territory served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

**LIMITATION**

Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25-17.0832 through 25-17.091, F.A.C., and 25-17.200 through 25-17.310 F.A.C and are limited to those Facilities which:

- A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided unit;
- B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified above

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.1

**RATES FOR PURCHASES BY THE COMPANY**

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

**A. Firm Capacity Rates**

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in effect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

**Adjustment to Capacity Payment**

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on GULF POWER system reliability due to constraints imposed on the operation of GULF POWER transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different geographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of GULF POWER execution of the signed Standard Offer Contract.

**Option A - Fixed Value of Deferral Payments - Normal Capacity**

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

**Issued by: Tiffany Cohen**

**Effective: June 9, 2020**

**Option B - Fixed Value of Deferral Payments - Early Capacity**

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

**Option C - Fixed Value of Deferral Payment - Levelized Capacity**

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix

I. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

**Option D - Fixed Value of Deferral Payment - Early Levelized Capacity**

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance expense shall be calculated as shown in Appendix I. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated in-service date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

**Option E – Flexible Payment Option**

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cumulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made pursuant to FPSC Rule 25- 17.0832(4)(g)1, F.A.C. Fixed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6),F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.3

**B. Energy Rates**

**(1) Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.**

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected; an option shall remain in effect for the term of the Standard Offer Contract with the Company.

**Option A – Energy Payments based on Actual Energy Costs**

The energy rate, in cents per kilowatt-hour ( $\$/KWh$ ), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in GULF POWER's Rate Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

**Option B – Energy Payments based on the year by year projection of As-Available energy costs**

The energy rate, in cents per kilowatt-hour ( $\$/KWh$ ), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (annual As-Available Energy Cost Projection which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fuel market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projection of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expenses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

**(2) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.**

Option C is available for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

**Option C- Energy Payments based on Actual Energy Costs starting on the in-service date of the Avoided Unit, as detailed in Appendix II.**

The calculation of payments to the QS for energy delivered to GULF POWER on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate ( $\$/KWh$ ); and (b) the amount of energy (KWH) delivered to GULF POWER from the Facility during that hour.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.4

For any Dispatch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to GULF POWER, the firm energy rate in cents per kilowatt hour ( $\text{¢/KWh}$ ) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by GULF POWER in accordance with FPSC Rule 25-17.0825, FAC, and GULF POWER's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour ( $\text{¢/KWh}$ ) shall be defined as the product of: (a) the fuel price in  $\text{\$/mmBTU}$  as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to GULF POWER may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the in-service date of the QS. "Base energy costs associated with the avoided unit" means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix E. The Company will provide the QS with a schedule of "Fixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix E.

**ESTIMATED AS-AVAILABLE ENERGY COST**

As required in Section 25-17.0832, F.A.C. as-available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by GULF POWER of a written request for such projections by any interested person.

**ESTIMATED UNIT FUEL COST**

As required in Section 25-17.0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

Issued by: Tiffany Cohen

Effective: June 9, 2020

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.5

**DELIVERY VOLTAGE ADJUSTMENT**

Energy payments to a QS within the Company's service territory shall be adjusted according to the delivery voltage by the multipliers provided in Appendix II.

**PERFORMANCE CRITERIA**

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

A. **Capacity Delivery Date**

The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

B. **Availability and Capacity Factor**

The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

**METERING REQUIREMENTS**

A QS within the territory served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renewable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 pm. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day, and New Year's Day. GULF POWER shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.

**BILLING OPTIONS**

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company; provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a QS selling as-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene this Tariff or the contract between the QS and the Company.

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

**Issued by: Tiffany Cohen**

**Effective: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.6

**CHARGES TO ENERGY FACILITY**

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

**A. Customer Charges:**

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

**B. Interconnection Charge for Non-Variable Utility Expenses**

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

**C. Interconnection Charge for Variable Utility Expenses**

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in Appendix II.

**D. Taxes and Assessments**

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

**ISSUED BY: Tiffany Cohen**

**Effective: June 9, 2020**



**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.7

**TERMS OF SERVICE**

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
  - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
  - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
    - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
    - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.
  - (c) The Company shall specify the point of interconnection and voltage level.
  - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

**SPECIAL PROVISIONS**

- (1) Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
[First Revised Sheet No. 9.81.8](#)  
[Cancels](#) Original Sheet No. 9.81.8

**APPENDIX I  
TO RATE SCHEDULE QS-2  
CALCULATION OF VALUE OF  
DEFERRAL PAYMENTS**

**APPLICABILITY**

Appendix I provides a detailed description of the methodology used by the Company to calculate the monthly values of deferring or avoiding the Company's Avoided Unit identified in Schedule QS-2. When used in conjunction with the current FPSC-approved cost parameters associated with the Company's Avoided Unit contained in [Appendix H COG-1](#), a QS may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the QS enter into a Standard Offer Contract with the Company.

**CALCULATION OF VALUE OF DEFERRAL OPTION A**

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to utility by a QS pursuant to the Company's Standard Offer Contract shall be defined as the year-by-year value of deferral of the Company's Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

Where, for a one-year deferral:

- $VAC_m$  = utility's monthly value of avoided capacity and O&M, in dollars per kilowatt per month, for each month of year n;
- $K$  = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;
- $R$  =  $(1 + i_p) / (1 + r)$ ;
- $I_n$  = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction of the Company's Avoided Unit which would have been paid had the Unit been constructed;
- $O_n$  = total fixed operation and maintenance expense for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;
- $i_p$  = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);
- $i_o$  = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);
- $r$  = annual discount rate, defined as the utility's incremental after-tax cost of capital;
- $L$  = expected life of the Company's Avoided Unit(s); and
- $n$  = year for which the Company's Avoided Unit(s) is (are) deferred starting with its (their) original anticipated in-service date(s) and ending with the termination of the Company's Standard Offer Contract.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:** [June 9, 2020](#)

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.9

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – EARLY CAPACITY- OPTION B**

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Unit(s). At the option of the QS, however, the Company may begin making payments for early capacity consisting of the capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity are elected, the avoided capital cost component of capacity payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the QS, and shall be calculated as follows:

$$A_m = A_c \frac{(1 + i_p)^{(m-1)}}{12} + A_o \frac{(1 + i_o)^{(m-1)}}{12} \quad \text{for } m = 1 \text{ to } t$$

Where:

- $A_m$  = monthly payments to be made to the QS for each month of the contract year n, in dollars per kilowatt per month in which QS delivers capacity the early capacity option;
- $i_p$  = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);
- $i_o$  = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);
- $m$  = year for which the fixed value of deferral payments under the early option are made to a QS, starting in year one and ending in the year t;
- $t$  = the term, in years, of the Standard Offer Contract;

$$A_c = F / [(1 - R)/(1 - R^{-t})]$$

- Where:  $F$  = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s);
- $R$  =  $(1 + i_p) / (1 + r)$
- $r$  = annual discount rate, defined as the Company's incremental after-tax cost of capital; and

$$A_o = G / [(1 - R)/(1 - R^{-t})]$$

Where:

- $G$  = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s).
- $R$  =  $(1 + i_o) / (1 + r)$

The currently approved parameters applicable to the formulas above are found in AppendixII.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.10

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – LEVELIZED AND EARLY LEVELIZED CAPACITY  
– OPTION C & OPTION D, RESPECTIVELY**

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_L = \frac{F}{x 12} \frac{r}{1 - (1 + r)^{-t}} + O$$

Where:

- P<sub>L</sub> = the monthly levelized capacity payment, starting on or prior to the in- service date of the Company's Avoided Unit(s);
- F = the cumulative present value, in the year that the contractual will begin, of the avoided capital cost component of the payments which would have been made had the capacity been levelized;
- r = the annual discount rate, defined as the Company's incremental cost of capital;
- t = the term, in years, of the Standard Offer Contract;
- O = the monthly fixed operation and maintenance component of the payments, calculated in accordance with calculation of the fixed deferral payments for the levelized capacity or the early levelized capacity options.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.11

**APPENDIX II  
TO RATE SCHEDULE QS-2  
2030 AVOIDED UNIT INFORMATION**

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2030 and a contract heat rate of 5,996 Btu/kWh.

**EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS  
FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT  
(\$/KW/MONTH)**

| Contract Year | Option A                   | Option B                  | Option C                      | Option D                            |
|---------------|----------------------------|---------------------------|-------------------------------|-------------------------------------|
|               | Normal Capacity<br>Payment | Early Capacity<br>Payment | Levelized Capacity<br>Payment | Early Levelized Capacity<br>Payment |
| 2022          | \$ -                       | \$ -                      | \$ -                          | \$ -                                |
| 2023          | \$ -                       | \$ -                      | \$ -                          | \$ -                                |
| 2024          | \$ -                       | \$ -                      | \$ -                          | \$ -                                |
| 2025          | \$ -                       | \$ -                      | \$ -                          | \$ -                                |
| 2026          | \$ -                       | \$ 3.28                   | \$ -                          | \$ 3.68                             |
| 2027          | \$ -                       | \$ 3.34                   | \$ -                          | \$ 3.68                             |
| 2028          | \$ -                       | \$ 3.41                   | \$ -                          | \$ 3.68                             |
| 2029          | \$ -                       | \$ 3.48                   | \$ -                          | \$ 3.68                             |
| 2030          | \$ 5.34                    | \$ 3.54                   | \$ 5.86                       | \$ 3.68                             |
| 2031          | \$ 5.45                    | \$ 3.62                   | \$ 5.86                       | \$ 3.68                             |
| 2032          | \$ 5.57                    | \$ 3.69                   | \$ 5.86                       | \$ 3.68                             |
| 2033          | \$ 5.69                    | \$ 3.76                   | \$ 5.86                       | \$ 3.68                             |
| 2034          | \$ 5.81                    | \$ 3.84                   | \$ 5.86                       | \$ 3.68                             |
| 2035          | \$ 5.93                    | \$ 3.91                   | \$ 5.86                       | \$ 3.68                             |
| 2036          | \$ 6.05                    | \$ 3.99                   | \$ 5.86                       | \$ 3.68                             |
| 2037          | \$ 6.18                    | \$ 4.07                   | \$ 5.86                       | \$ 3.68                             |
| 2038          | \$ 6.31                    | \$ 4.15                   | \$ 5.86                       | \$ 3.68                             |
| 2039          | \$ 6.44                    | \$ 4.24                   | \$ 5.86                       | \$ 3.68                             |
| 2040          | \$ 6.58                    | \$ 4.32                   | \$ 5.86                       | \$ 3.68                             |

**ESTIMATED AS-AVAILABLE ENERGY COST**

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (30) days of written request.

**ESTIMATED UNIT FUEL COSTS (\$/MMBtu):**

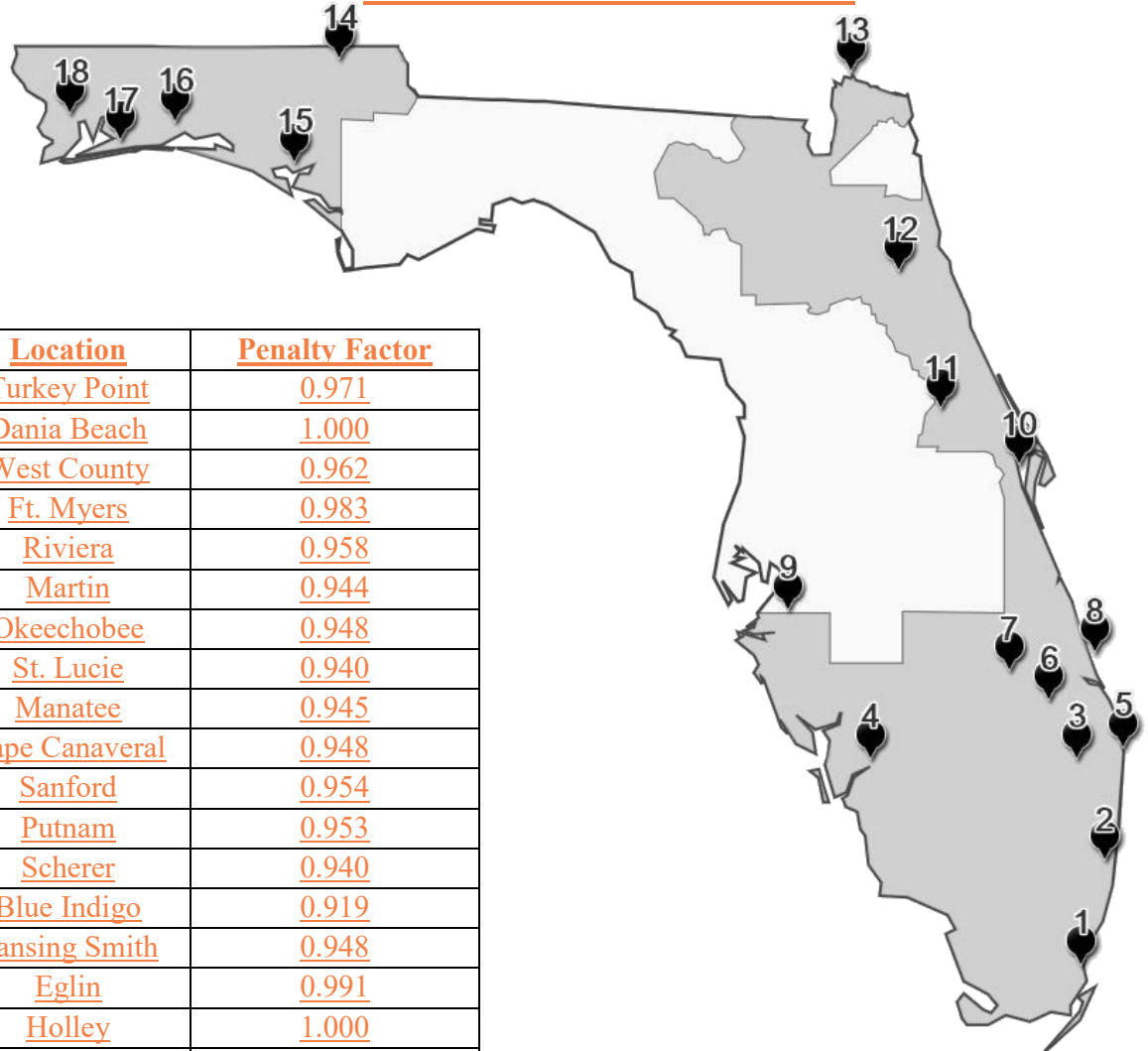
The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

**ISSUED BY: Tiffany Cohen      EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.81.12  
Replaces Original Sheet No. 9.81.12

**VALUE OF CAPACITY LOCATION**



| <u>#</u>  | <u>Location</u>       | <u>Penalty Factor</u> |
|-----------|-----------------------|-----------------------|
| <u>1</u>  | <u>Turkey Point</u>   | <u>0.971</u>          |
| <u>2</u>  | <u>Dania Beach</u>    | <u>1.000</u>          |
| <u>3</u>  | <u>West County</u>    | <u>0.962</u>          |
| <u>4</u>  | <u>Ft. Myers</u>      | <u>0.983</u>          |
| <u>5</u>  | <u>Riviera</u>        | <u>0.958</u>          |
| <u>6</u>  | <u>Martin</u>         | <u>0.944</u>          |
| <u>7</u>  | <u>Okeechobee</u>     | <u>0.948</u>          |
| <u>8</u>  | <u>St. Lucie</u>      | <u>0.940</u>          |
| <u>9</u>  | <u>Manatee</u>        | <u>0.945</u>          |
| <u>10</u> | <u>Cape Canaveral</u> | <u>0.948</u>          |
| <u>11</u> | <u>Sanford</u>        | <u>0.954</u>          |
| <u>12</u> | <u>Putnam</u>         | <u>0.953</u>          |
| <u>13</u> | <u>Scherer</u>        | <u>0.940</u>          |
| <u>14</u> | <u>Blue Indigo</u>    | <u>0.919</u>          |
| <u>15</u> | <u>Lansing Smith</u>  | <u>0.948</u>          |
| <u>16</u> | <u>Eglin</u>          | <u>0.991</u>          |
| <u>17</u> | <u>Holley</u>         | <u>1.000</u>          |
| <u>18</u> | <u>Crist</u>          | <u>0.990</u>          |

**FOR ILLUSTRATIVE PURPOSES ONLY**

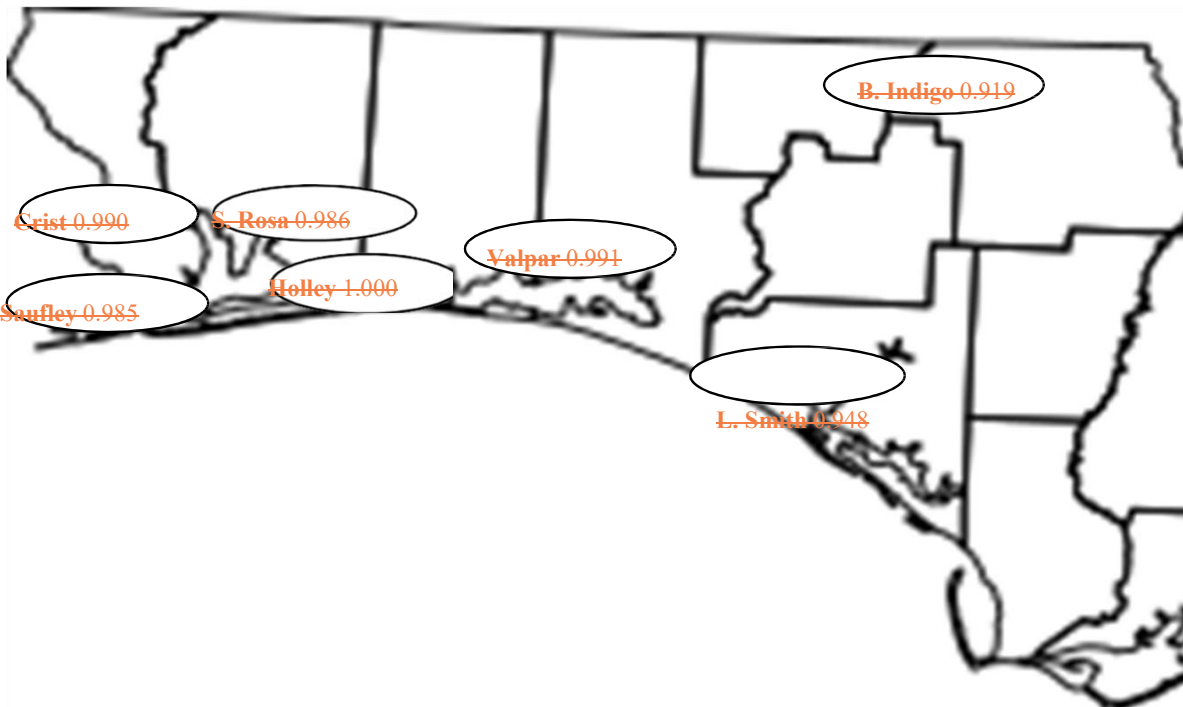
**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

Section No. IX  
~~Cancel~~ Original Sheet No. 9.81.12

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 | June 9, 2020   |

### VALUE OF CAPACITY LOCATION



FOR ILLUSTRATIVE PURPOSES ONLY

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.13

**2030 AVOIDED UNIT FIXED VALUE OF DEFERRAL PAYMENTS - NORMAL CAPACITY OPTION PARAMETERS**

| Where, for a one-year deferral: |                                                                                                                                                                                                                                                   | <u>Value</u> |
|---------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| VAC <sub>m</sub>                | = Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;                                                                                                                                                 | \$5.3425     |
| K                               | = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year; | 1.4846       |
| I <sub>n</sub>                  | = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n;                                                                           | \$635.92     |
| O <sub>n</sub>                  | = total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;                                                                                                        | \$12.69      |
| i <sub>p</sub>                  | = annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                            | 2.00%        |
| i <sub>o</sub>                  | = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                     | 2.50%        |
| r                               | = annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                           | 6.95%        |
| L                               | = expected life of the Company's Avoided Unit;                                                                                                                                                                                                    | 40           |
| n                               | = year for which the Company's Avoided Unit is deferred starting with its original anticipated in-service date and ending with the termination of the Standard Offer Contract.                                                                    | 2030         |

**FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS**

|                |                                                                                                                                                                                                                                                                                            |         |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|
| A <sub>m</sub> | = monthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per month;                                                                                                                         | *       |
| i <sub>p</sub> | = annual escalation rate associated with the plant cost of the Company's Avoided Unit;                                                                                                                                                                                                     | 2.00%   |
| i <sub>o</sub> | = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;                                                                                                                                                                              | 2.50%   |
| n              | = year for which early capacity payments to a QS are to begin; (at the election of the QS early capacity payments may commence anytime after the actual in-service date of the QS facility and before the anticipated in-service date of the Company's avoided unit)                       | *       |
| F              | = the cumulative present value of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years;                            | \$490.8 |
| r              | = annual discount rate, defined as the Company's incremental after-tax cost of capital;                                                                                                                                                                                                    | 6.95%   |
| t              | = the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year the QS elects to start receiving early capacity payments prior to the in-service date of the Company's Avoided Unit;                                                         | *       |
| G              | = the cumulative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years. | \$98.71 |

\*From Appendix E

**ISSUED BY: TIFFANY COHEN**

**EFFECTIVE: JUNE 9, 2020**



**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.14

**APPENDIX B  
TO THE STANDARD OFFER CONTRACT  
FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY  
FROM RENEWABLE ENERGY FACILITIES  
OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS  
PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION**

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:
- A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, then no Monthly Capacity Payment shall be due. That is:
- $$MCP = 0$$
- B. In the event that the ACBF is equal to or greater than 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:
- $$MCP = BCP \times [1 + 4 \times (ACBF - 94\%)] \times CC$$
- C. In the event that the ACBF is equal to or greater than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:
- $$MCP = BCP \times CC$$

Where:

- MCP = Monthly Capacity Payment in dollars.
- BCP = Base Capacity Payment in \$/KW/Month as specified in GULF POWER's Rate Schedule QS-2.
- CC = Committed Capacity in KW.
- ACBF = Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation.
- MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when GULF POWER requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.
- HFNDH = Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.
- HFDH = Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.
- On-Peak Hours = Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day and New Year's Day. GULF POWER shall have the right to change such On- Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.
- Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month. Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Contract.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.15

**APPENDIX C  
TO THE STANDARD OFFER  
CONTRACT TERMINATION FEE**

The Termination Fee shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

**Termination Fee = Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy**

**Option Termination Fee applicable to Capacity Payment Options B, C, D and E**

$$\sum_{i=1}^n (MCP_i - MCPC_i) \times t^{(n-i)}$$

with:  $MCPC_i = 0$  for all periods prior to the in-service date of the Company's Avoided Unit;

where:

- $i$  = number of the Monthly Billing Period commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)
- $n$  = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- $t$  = the future value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will equal GULF POWER's incremental after-tax avoided cost of capital (defined as  $r$  in QS-2). For any Monthly Billing Period in which  $MCPC_i$  is greater than  $MCP_i$ ,  $t$  shall equal 1.
- $MCP_i$  = Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period  $i$ , calculated in accordance with Appendix B.
- $MCPC_i$  = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period  $i$ , calculated in accordance with QS-2

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B is less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or greater than 80% but less than 94%, then the Reduction Value shall be determined as follows:

$$\text{Reduction Value} = \text{Initial Reduction Value} \times [0.04 \times (\text{ACBF} - 94\%)]$$

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In no event shall GULF POWER be liable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero(0).

**Termination Fee applicable to the Fixed Firm Energy Payment Option D**

Prior to in-service date of avoided unit:

The Termination Fee for the Fixed Firm Energy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, starting with the in-service date of the QS facility, for each billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

After in-service date of avoided unit:

The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an amount equal to the difference between the projected Fixed Energy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such billing cycle and the amortized Fixed Firm Energy Payment in cents/KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.16

**APPENDIX D  
TO THE STANDARD OFFER  
CONTRACT DETAILED PROJECT  
INFORMATION**

Each eligible Contract received by GULF POWER will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide GULF POWER with a detailed project proposal which addresses the information requested below.

**I. FACILITY DESCRIPTION**

- Project Name
- Project Location
  - ◆ Street Address
  - ◆ Site Plot Plan
  - ◆ Legal Description of Site
  
- Generating Technology
- Facility Classification (include types from statute)
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
  - ◆ Street Address
  - ◆ Legal Description of Steam Host
  - ◆ Host's annual steam requirements (lbs/yr)
  
- Contact Person
  - ◆ Individual's Name and Title
  - ◆ Company Name
  - ◆ Address
  - ◆ Telephone Number
  - ◆ Telecopy Number

**II. PROJECT PARTICIPANTS**

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
  - ◆ Project Development
  - ◆ Siting and Licensing the Facility
  - ◆ Designing the Facility
  - ◆ Constructing the Facility
  - ◆ Securing the Fuel Supply
  - ◆ Operating the Facility
  
- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the QS.
  
- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.17

**III. FUEL SUPPLY**

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (e.g., Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide annual fuel requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

Category                      Description of Fuel Supply Arrangement  
developed owned =            source owned by one or more of the project participants  
contract =                      fully executed firm fuel contract exists between the developer(s) and fuel  
supplier(s) LOI = a letter of intent for the fuel supply exists between developer(s) and fuel  
supplier(s) REF = renewable energy facility will burn biomass, waste, or another renewable  
resource spot =                fuel supply will be purchased on the spot market  
none =                            no firm fuel supply arrangement currently in place  
other =                            fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual fuel transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned =                        fuel transport via a fully developed system owned by one or more of the project  
participants contract =        fully executed firm transportation contract exists between the developer(s) and fuel  
transporter(s) LOI = a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)  
Spot =                            fuel transportation will be purchased on the spot  
market none = no firm fuel transportation arrangement currently in place  
other =                            fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.18

**IV. PLANT DISPATCHABILITY/CONTROLLABILITY**

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
  - ◆ Ramp Rate (MW/minute)
  - ◆ Peak Capability (% above Committed Capacity)
  - ◆ Minimum power level (% of Committed Capacity)
  - ◆ Facility Turnaround Time, Hot to Hot (hours)
  - ◆ Start-up Time from Cold Shutdown (hours)
  - ◆ Unit Cycling (# cycles/yr)
  - ◆ MW and MVAR Control (AGC, Manual, Other (please explain))

**V. SITING AND LICENSING**

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

**VI. FACILITY DEVELOPMENT AND PERFORMANCE**

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one-line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50%. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute or applicable rules]

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.19

**VII. FINANCIAL**

- Provide GULF POWER with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17.0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
  - ◆ Annual Project Revenues
    - Capacity Payments (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Steam Revenues (\$ and %/lb.)
    - Tipping Fees (\$ and \$/ton)
    - Interest Income
    - Other Revenues
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
    - Steam Escalation (%/yr)
    - Tipping Fee Escalation (%/yr)
  - ◆ Annual Project Expenses
    - Fixed O&M (\$ and \$/KW/Mo)
    - Variable O&M (\$ and \$/MWh)
    - Energy (\$ and \$/MWh)
    - Property Taxes (\$)
    - Insurance (\$)
    - Emission Compliance (\$ and \$/MWh)
    - Depreciation (\$ and %/yr)
    - Other Expenses (\$)
    - Fixed O&M Escalation (%/yr)
    - Variable O&M Escalation (%/yr)
    - Energy Escalation (%/yr)
  - ◆ Other Project Information
    - Installed Cost of the Energy Facility (\$ and \$/KW)
    - Committed Capacity (KW)
    - Average Heat Rate - HHV (MBTU/KWh)
    - Federal Income Tax Rate (%)
    - Facility Capacity Factor (%)
    - Energy Sold to GULF POWER (MWH)
  - ◆ Permanent Financing
    - Permanent Financing Term (yrs)
    - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
    - Annual Interest Expense
    - Annual Debt Service (\$)
    - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed, please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: JUNE 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.81.20

**APPENDIX E  
TO THE STANDARD OFFER CONTRACT  
CONTRACT OPTIONS TO BE SELECTED BY QS**

**Avoided Unit Selected**

**Term of Contract**

Execution date  
Termination date

**Firm Capacity Rates**

Commencement date for deliveries of Firm Energy and Capacity \_\_\_\_\_

Capacity Payment Option Selected (from available Options A through E) \_\_\_\_\_

If Option E is selected proposed payment stream:

Schedule of Capacity Payments to be provided by the Company based on applicable parameters follows:

Year                      \$/KW/Month

**Energy Rates**

Energy payment Options selected applicable to energy produced by the QS and delivered to the Company (from available Option A or B **and** D)

Select from Option A or B

**And**

Select D

If Option D is selected by the QS; the Company and the QS mutually agree on fixing and amortizing the following portion of the Base Energy Costs associated with the Avoided Unit

\_\_\_\_\_ % which yields \_\_\_\_\_ MWH

Projected Energy Cost of Energy Produced by Avoided Unit (provided by the Company):

Year                      Projected Fixed Energy Cost (in Cents/KWH or in Dollars)

Based on the projections of Energy Costs Produced by the Avoided Unit and the mutually agreed upon Portion of the Base Energy Costs associated with the Avoided Unit the Fixed Energy Payment shall be

\_\_\_\_\_ \$/MWH or \$ \_\_\_\_\_ (as applicable).

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Seventh Revised Sheet No. 9.100  
Cancelling Sixth Revised Sheet No. 9.100

**STANDARD OFFER CONTRACT FOR THE PURCHASE OF  
CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY  
WITH A DESIGN CAPACITY OF 100 KW OR LESS (2030 AVOIDED UNIT)**

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered this \_\_\_\_ day  
of \_\_\_\_\_,

\_\_\_\_\_ by and between \_\_\_\_\_ (herein  
after

"Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of \_\_\_\_\_ and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Gulf Power Company (hereinafter "GULF POWER") a corporation organized and existing under the laws of the State of Florida. The QS and GULF POWER shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

**WITNESSETH:**

WHEREAS, the QS desires to sell and deliver, and GULF POWER desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with GULF POWER (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to GULF POWER (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to GULF POWER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**



**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.1

**1. QS Facility**

The QS contemplates, installing operating and maintaining a \_\_\_\_\_ KVA \_\_\_\_\_ generating facility located at \_\_\_\_\_ (hereinafter called the "Facility"). The Facility is designed to produce a maximum of \_\_\_\_\_ kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

| <b>TECHNOLOGY AND GENERATOR CAPABILITIES</b>                                                                                                                                                                                                                                                             |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|
| <b>Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)</b>                                                                                                                                                                             | <b>City:<br/>County:</b> |
| <b>Generator Type (Induction or Synchronous)</b>                                                                                                                                                                                                                                                         |                          |
| <b>Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 25-17.210 (2) F.A.C. , solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power, waste heat from sulfuric acid manufacturing operations: or &lt;100KW cogenerator)</b> |                          |
| <b>Technology</b>                                                                                                                                                                                                                                                                                        |                          |
| <b>Fuel Type and Source</b>                                                                                                                                                                                                                                                                              |                          |
| <b>Generator Rating(KVA)</b>                                                                                                                                                                                                                                                                             |                          |
| <b>Maximum Capability (KW)</b>                                                                                                                                                                                                                                                                           |                          |
| <b>Minimum Load</b>                                                                                                                                                                                                                                                                                      |                          |
| <b>Peaking Capability</b>                                                                                                                                                                                                                                                                                |                          |
| <b>Net Output (KW)</b>                                                                                                                                                                                                                                                                                   |                          |
| <b>Power Factor (%)</b>                                                                                                                                                                                                                                                                                  |                          |
| <b>Operating Voltage (kV)</b>                                                                                                                                                                                                                                                                            |                          |
| <b>Peak Internal Load KW</b>                                                                                                                                                                                                                                                                             |                          |

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

- (a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to GULF POWER during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.
- (b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and GULF POWER shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.2

- (c) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to GULF POWER a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to GULF POWER during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that GULF POWER deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that GULF POWER deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to GULF POWER a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

**2. Term of Contract**

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by GULF POWER pursuant to Section 5 of this Contract, GULF POWER will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

**3. Minimum Specifications**

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- 2. This offer shall expire on April 1, 2021.
- 3. The date by which firm capacity and energy deliveries from the QS to GULF POWER shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by GULF POWER pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.
- 4. The period of time over which firm capacity and energy shall be delivered from the QS to GULF POWER is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.
- 5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

|              | On Peak * | All Hours |
|--------------|-----------|-----------|
| Availability | 94.0%     | 94.0%     |

\* QS Performance and On Peak hours shall be as measured and/or described in GULF POWER's Rate Schedule QS-2 attached hereto as Appendix A

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.3

**4. Sale of Energy and Capacity by the QS**

4.1 Consistent with the terms hereof, the QS shall sell and deliver to GULF POWER and GULF POWER shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. GULF POWER shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a ( ) net billing arrangement or ( ) simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of GULF POWER Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between GULF POWER's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the GULF POWER system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and GULF POWER's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

**5. Committed Capacity/Capacity Delivery Date**

5.1 The QS commits to sell and deliver firm capacity to GULF POWER at the Delivery Point, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to GULF POWER's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1, the QS may schedule and perform up to three (3) Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 GULF POWER shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at GULF POWER's sole discretion, (b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to GULF POWER within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of GULF POWER, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.4

5.5.1 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by GULF POWER.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to GULF POWER in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 GULF POWER has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

GULF POWER shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what GULF POWER reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by GULF POWER pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, GULF POWER shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by GULF POWER, GULF POWER shall have no obligation to make any capacity payments under this Contract and GULF POWER will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

**ISSUED BY: TiffanyCohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.5

**6. Testing Procedures**

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to GULF POWER delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by GULF POWER under any of the provisions of this Contract. GULF POWER shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by GULF POWER pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that GULF POWER is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to GULF POWER for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to GULF POWER by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

**7. Payment for Electricity Produced by the Facility**

**7.1 Energy**

GULF POWER agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in GULF POWER's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

**7.2 Firm Capacity**

GULF POWER agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to GULF POWER. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

**7.3 Payments**

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

**ISSUED BY: Tiffany Cohen**

**EFFEACTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.6

**8. Electricity Production and Plant Maintenance Schedule**

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to GULF POWER in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, GULF POWER shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If GULF POWER objects to any of the requested scheduled maintenance periods, GULF POWER shall advise the QS of the time period closest to the requested period(s) when the outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by GULF POWER, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by GULF POWER, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7 day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are \_\_\_\_\_ days in the Spring and \_\_\_\_\_ days in the Fall of each calendar year, provided the conditions specified in the previous sentence are satisfied. In no event shall maintenance periods be scheduled during the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29<sup>th</sup> as the case may be).

8.3 The QS shall comply with reasonable requests by GULF POWER regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

**8.4 Dispatch and Control**

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of \_\_\_\_\_,000 volts (\_\_\_\_\_ kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by GULF POWER.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, GULF POWER's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to GULF POWER prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the GULF POWER system for any reason, under no circumstances shall the QS reconnect the Facility into GULF POWER's system without first obtaining GULF POWER's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with GULF POWER. If the Facility has a Committed Capacity greater than 10MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM CST to 5 PM CST from Monday to Friday, with an operator on call at all other hours.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.7

8.4.6 After providing notice to the QS, GULF POWER shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in GULF POWER's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. GULF POWER shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which GULF POWER requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of GULF POWER (whether orally or in writing) or by Automatic Generation Control by GULF POWER's system control center as determined by GULF POWER, and (b) GULF POWER may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall GULF POWER require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by GULF POWER within \_\_\_\_\_ minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be taken into consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, GULF POWER may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. GULF POWER shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 GULF POWER's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of GULF POWER, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

**9. Completion/Performance Security**

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be GULF POWER's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide GULF POWER either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to GULF POWER (including provisions (i) permitting partial and full draws and (ii) permitting GULF POWER to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Credit"); (b) a bond, issued by a financially sound Company acceptable to GULF POWER and in a form and substance acceptable to GULF POWER, ("Bond"); or (c) a cash collateral deposited with GULF POWER ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listed below:

- (a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER within five (5) business days of the Effective Date; and
- (b) \$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER two years before the Guaranteed Capacity Delivery Date.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

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**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.8

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is:

- ( ) Letter of Credit.
- ( ) Bond.
- ( ) Cash Collateral.

9.3 GULF POWER shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, GULF POWER may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for GULF POWER to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to GULF POWER, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 GULF POWER shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by GULF POWER pursuant to Section 5.6, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that GULF POWER will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that GULF POWER may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that GULF POWER requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to GULF POWER, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

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**EFFECTIVE: June 9, 2020**



**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.10

10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to GULF POWER within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to GULF POWER, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, GULF POWER shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for GULF POWER to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER.

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, GULF POWER shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER. GULF POWER will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to GULF POWER; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to GULF POWER, as the secured Party, as security for the Termination Fee, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by GULF POWER (all of which may be retained by GULF POWER), GULF POWER will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

**11. Performance Factor**

GULF POWER desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of GULF POWER's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

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**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.11

**12. Default**

Notwithstanding the occurrence of any Force Majeure as described in Section 16, each of the following shall constitute an Event of Default:

- 12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;
- 12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from GULF POWER.;
- 12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 80%.;
- 12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).
- 12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;
- 12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof; or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.
- 12.7 The QS fails to give proper assurance acceptable to GULF POWER of adequate performance as specified under this Contract within 30 days after GULF POWER, with reasonable grounds for insecurity, has requested in writing such assurance-.
- 12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.
- 12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.
- 12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).
- 12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.
- 12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;
- 12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).
- 12.14 The QS fails to deliver to GULF POWER in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than GULF POWER.
- 12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section 12.
- 12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

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**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.12

**13. GULF POWER's Rights in the Event of Default**

13.1 Upon the occurrence of any of the Events of Default in Section 12, GULF POWER may:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from GULF POWER to the QS, any monies otherwise due from the QS to GULF POWER;
- (b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and
- (c) exercise any other remedy(ies) which may be available to GULF POWER at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of GULF POWER may be difficult to reasonably ascertain. Therefore, the QS agrees that GULF POWER shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that GULF POWER's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

**14. Indemnification/Limits**

14.1 GULF POWER and the QS shall each be responsible for its own facilities. GULF POWER and the QS shall each be responsible for ensuring adequate safeguards for other GULF POWER customers, GULF POWER's and the QS's personnel and equipment, and for the protection of its own generating system. Each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "GULF POWER Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder; (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system; (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any other event, act or incident, including the transmission and use of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR GULF POWER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

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**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.13

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN

EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

**15. Insurance**

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to GULF POWER on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to GULF POWER at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with GULF POWER's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to GULF POWER. Any premium assessment or deductible shall be for the account of the QS and not GULF POWER.

15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but GULF POWER and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the GULF POWER Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to GULF POWER. The QS shall provide GULF POWER with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and GULF POWER shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by GULF POWER.

**16. Force Majeure**

Force Majeure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majeure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c) a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.14

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to GULF POWER, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following GULF POWER's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, GULF POWER shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, GULF POWER shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by GULF POWER under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with GULF POWER's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with GULF POWER. GULF POWER agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by GULF POWER or its agents.

**17. Representations, Warranties, and Covenants of QS**

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

**17.1 Organization, Standing and Qualification**

The QS is a \_\_\_\_\_ (corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of \_\_\_\_\_ and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on GULF POWER.

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**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.15

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the \_\_\_\_\_ (shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the \_\_\_\_\_ (articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or GULF POWER.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.16

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change GULF POWER's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with GULF POWER, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service territory the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to GULF POWER.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

**18. General Provisions**

18.1 Project Viability

To assist GULF POWER in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by GULF POWER must be submitted at the time this Contract is presented to GULF POWER. Failure to provide the following such documents may result in a determination of non-viability by GULF POWER.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

18.3 Project Management

18.3.1 If requested by GULF POWER, the QS shall submit to GULF POWER its integrated project schedule for GULF POWER's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by GULF POWER, the QS shall submit progress reports in a form satisfactory to GULF POWER every calendar month until the Capacity Delivery Date and shall notify GULF POWER of any changes in such schedules within ten calendar days after such changes are determined. GULF POWER shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. GULF POWER's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide GULF POWER with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at GULF POWER no later than one hundred eighty calendar days prior to the initial synchronization date.

18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of GULF POWER. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for GULF POWER's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided*, that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided, further*, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

18.5 Disclaimer

In executing this Contract, GULF POWER 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 QS or any assignee of this Contract.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.17

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the QS:

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For GULF POWER:

Gulf Power Company

700 Universe Boulevard  
Juno Beach, FL 33408  
Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Gulf Power Company  
700 Universe Boulevard, Juno Beach, FL 33408 Attention: Contracts Manager/Coordinator  
EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern-District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**



**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.18

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

18.10 Taxation

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
Original Sheet No. 9.100.19

18.16 Set-Off

GULF POWER may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With GULF POWER's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require GULF POWER to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of GULF POWER. The QS agrees to fully cooperate with GULF POWER and make available to GULF POWER all financial data and other information, as deemed necessary by GULF POWER, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of GULF POWER, the QS agrees to provide financial statements, together with other required information, as determined by GULF POWER, for inclusion in disclosures contained in the footnotes to the financial statements and in GULF POWER's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to GULF POWER in a timeframe consistent with GULF POWER's earnings release and SEC filing schedules, to be determined at GULF POWER's discretion. The QS also agrees to fully cooperate with GULF POWER and GULF POWER's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes- Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of GULF POWER. GULF POWER will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

IN WITNESS WHEREOF, the QS and GULF POWER executed this Contract this \_\_\_\_\_ day of \_\_\_\_\_.

WITNESS: GULF POWER COMPANY  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

WITNES: \_\_\_\_\_(QS)

\_\_\_\_\_  
Date \_\_\_\_\_

**ISSUED BY: Tiffany Cohen**

**EFFECTIVE: June 9, 2020**

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.115  
Canceling Original Sheet No. 9.115

**STANDARD INTERCONNECTION AGREEMENT FOR  
NON-EXPORT PARALLEL OPERATORS 10 MVA OR LESS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida and Gulf Power Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

**WITNESSETH:**

**WHEREAS**, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

**WHEREAS**, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

**NOW, THEREFORE**, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.

**ISSUED BY:** Charles S. Boyett

**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.116  
Canceling Original Sheet No. 9.116

(Continued from Agreement, Sheet No. 9.115)

2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the Protection and Control Department of the Company.
3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other Customers or with service furnished by others.
5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service.

**ISSUED BY:** Charles S. Boyett

**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.117  
Canceling Original Sheet No. 9.117

(Continued from Agreement, Sheet No. 9.116)

6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
7. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
8. The Customer is responsible for the protection of its generation equipment, interconnection 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. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer will maintain the minimum protection standards for Non-Export Parallel Operators 10 MVA or less as set forth in this Agreement.

**ISSUED BY: Charles S. Boyett**

**EFFECTIVE: March 29, 2019**

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.118  
Canceling Original Sheet No. 9.118

(Continued from Agreement, Sheet No. 9.117)

9. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customer's main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
  
10. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
  - Company utility system emergencies or maintenance requirements.
  - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

**ISSUED BY:** Charles S. Boyett      **EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.119  
Canceling Original Sheet No. 9.119

(Continued from Agreement, Sheet No. 9.118)

11. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.
  
12. 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 NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
  
13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
  
14. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.

**ISSUED BY:** Charles S. Boyett

**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.120  
Canceling Original Sheet No. 9.120

(Continued from Agreement, Sheet No. 9.119)

15. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
16. 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.
17. In executing this Agreement, 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 Customer or any assignee of this Agreement.
18. 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 it may be modified, changed, or amended from time to time.
19. 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.
20. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and 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 NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

**ISSUED BY:** Charles S. Boyett

**EFFECTIVE:** March 29, 2019



**GULF POWER COMPANY**

Section No. IX  
First Revised Sheet No. 9.121  
Canceling Original Sheet No. 9.121

(Continued from Agreement, Sheet No. 9.120)

21. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.
  
22. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.
  
23. Minimum Protection Standards for Non-Export Parallel Operators 10 MVA or Less

For a parallel, non-exporting installation, protection requirements include some or all of the following in accordance with the Protection and Control system study. The settings shall be determined as part of the design review.

| <b>Element</b> | <b>Element Description</b>    |
|----------------|-------------------------------|
| 50             | Phase Inst. Overcurrent       |
| 50N            | Neutral Inst Overcurrent      |
| 51             | Phase Time Overcurrent        |
| 51N            | Neutral Time Overcurrent      |
| 32-1           | Reverse Power                 |
| 62-1           | Timer for 32                  |
| 32-2           | Reverse Power                 |
| 62-2           | Timer for 32                  |
| 47             | Negative Sequence Overvoltage |
| 162            | Timer for 47                  |

**ISSUED BY:** Charles S. Boyett

**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IX  
Second Revised Sheet No. 9.122  
Canceling First Revised Sheet No. 9.122

(Continued from Agreement, Sheet No. 9.121)

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

**GULF POWER COMPANY**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CUSTOMER**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY: Charles S. Boyett**

**EFFECTIVE: March 29, 2019**

Fourth Revised Sheet No. i  
Canceling Third Revised Sheet No. i

**EFFECTIVE DATE**  
**January 12, 2021**

TARIFF FOR ELECTRIC SERVICE  
AT UNIFORM RATES  
AVAILABLE SYSTEM WIDE  
IN TERRITORY SERVED BY  
GULF POWER COMPANY  
AS FILED WITH  
FLORIDA PUBLIC SERVICE COMMISSION

Florida Power & Light Company d/b/a Gulf Power Company (“Gulf” or “Gulf Power”) serves residents and businesses in municipalities, towns and communities throughout eight counties in Northwest Florida – Bay, Escambia, Holmes, Jackson, Okaloosa, Santa Rosa, Walton, and Washington. Gulf Power’s retail service area includes three Metropolitan Statistical Areas – Pensacola, Fort Walton Beach, and Panama City.

Issued by: Tiffany Cohen

**GULF POWER COMPANY**

Thirty-Fifth Revised Sheet No. ii  
Canceling Thirty-Fourth Revised Sheet No. ii

**TABLE OF CONTENTS**

| <b><u>Section</u></b> | <b><u>Description</u></b>                                                        |
|-----------------------|----------------------------------------------------------------------------------|
| Section I             | Description of Territory Served                                                  |
| Section II            | Miscellaneous (Reserved for Future Use)                                          |
| Section III           | Technical Terms and Abbreviations                                                |
| Section IV            | Rules and Regulations                                                            |
| Section V             | List of Communities Served                                                       |
| Section VI            | Rate Schedules                                                                   |
|                       | RS - Residential Service                                                         |
|                       | GS - General Service - Non-Demand                                                |
|                       | GSD - General Service - Demand                                                   |
|                       | LP - Large Power Service                                                         |
|                       | PX - Large High Load Factor Power Service                                        |
|                       | OS - Outdoor Service                                                             |
|                       | STORM - Storm Restoration Recovery                                               |
|                       | SPP - Cost Recovery Clause – Storm Protection                                    |
|                       | BB - Budget Billing (Optional Rider)                                             |
|                       | CR - Cost Recovery Clause - Fossil Fuel & Purchased Power                        |
|                       | PPCC - Purchased Power Capacity Cost Recovery Clause                             |
|                       | ECR - Environmental Cost Recovery Clause                                         |
|                       | -- - Billing Adjustments and Payment of Bills                                    |
|                       | ECC - Cost Recovery Clause - Energy Conservation                                 |
|                       | FLAT-1 - Residential/Commercial Fixed Rate                                       |
|                       | GSTOU - General Service Time-of-Use Conservation (Optional)                      |
|                       | GSDT - General Service - Demand - Time-of-Use Conservation (Optional)            |
|                       | LPT - Large Power Service - Time-of-Use Conservation (Optional)                  |
|                       | PXT - Large High Load Factor Power Service - Time-of-Use Conservation (Optional) |
|                       | SBS - Standby and Supplementary Service                                          |
|                       | ISS - Interruptible Standby Service                                              |
|                       | RSVP - Residential Service Variable Pricing                                      |
|                       | SP - Surge Protection (Closed Schedule)                                          |
|                       | RTP - Real Time Pricing (Closed Schedule)                                        |
|                       | CIS - Commercial/Industrial Service Rider (Optional)                             |
|                       | BERS - Building Energy Rating System (BERS)                                      |
|                       | MBFC - Military Base Facilities Charge (Optional Rider)                          |
|                       | LBIR - Large Business Incentive Rider (Optional Rider)                           |
|                       | MBIR - Medium Business Incentive Rider (Optional Rider)                          |
|                       | SBIR - Small Business Incentive Rider (Optional Rider)                           |
|                       | XLBIR - Extra-Large Business Incentive Rider (Optional Rider)                    |
|                       | CL - Curtailable Load (Optional Rider)                                           |
|                       | OSP-1 -Optional Supplemental Power Service                                       |
|                       | LT-1 -Lighting                                                                   |
|                       | SL-1M -Street Lighting Metered Service                                           |
|                       | SL-2M -Traffic Signal Service                                                    |
|                       | EFEDR -Existing Facility Economic Development Rider                              |

**ISSUED BY:** Tiffany Cohen  
**Effective:**

**GULF POWER COMPANY**

Nineteenth Revised Sheet No. iii  
Canceling Eighteenth Revised Sheet No. iii

**TABLE OF CONTENTS  
(continued)**

| <b><u>Section</u></b> | <b><u>Description</u></b>                                                                                                             |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| Section VII           | Standard Contract Forms                                                                                                               |
| Form 1                | Deleted                                                                                                                               |
| Form 2                | Deleted                                                                                                                               |
| Form 3                | Deleted                                                                                                                               |
| Form 4                | Outdoor Service – Lighting Pricing Methodology – Rate Schedule OS (Part I/II) (Closed Schedule)                                       |
| Form 5                | Contract for Street and General Area Lighting Service - Rate Schedule OS (Part I/II) (Closed Schedule)                                |
| Form 6                | Deleted                                                                                                                               |
| Form 7                | Facilities Rental Service Agreement                                                                                                   |
| Form 8                | Agreement for Underground Electric Construction by the Utility                                                                        |
| Form 9                | Agreement for Underground Construction Standards                                                                                      |
| Form 10               | Application for Underground Service in an Overhead Area                                                                               |
| Form 11               | Deleted                                                                                                                               |
| Form 12               | Deleted                                                                                                                               |
| Form 13               | Standby Service Agreement                                                                                                             |
| Form 14               | Standby Service Interconnection Agreement                                                                                             |
| Form 15               | Agreement for Energy Select Program                                                                                                   |
| Form 16               | Surge Protection Agreement – Rate Schedule SP (Closed Schedule)                                                                       |
| Form 17               | Application for Underground Cost Estimate                                                                                             |
| Form 18               | Deleted                                                                                                                               |
| Form 19               | Optional Relamping Service Agreement Customer-Owned Street and General Area Lighting - Rate Schedule OS (Part I/II) (Closed Schedule) |
| Form 20               | Optional Up Front Payment of Fixture(s) – Rate Schedule OS (Part I/II) (Closed Schedule)                                              |
| Form 21               | Optional Up Front Payment of Additional Facilities – Rate Schedule OS (Part I/II) (Closed Schedule)                                   |
| Form 22               | Contract Service Arrangement for the Provision of Service Under the Commercial/Industrial Service Rider                               |
| Form 23               | Assignment of Lighting Service Contract – Rate Schedule OS (Part I/II) (Closed Schedule)                                              |
| Form 24               | Customer-Owned Lighting Agreement (Without Relamping Service Provisions) - Rate Schedule OS (Part I/II) (Closed Schedule)             |
| Form 25               | Deleted                                                                                                                               |

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Seventh Revised Sheet No. iv  
Canceling Sixth Revised Sheet No. iv

**TABLE OF CONTENTS**  
**(continued)**

| <u>Section</u> | <u>Description</u>                                                                                                                                                                    |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Section VII    | Standard Contract Forms (continued)                                                                                                                                                   |
|                | Form 26 Deleted                                                                                                                                                                       |
|                | Form 27 Deleted                                                                                                                                                                       |
|                | Form 28 Certificate of Compliance – Small Power Generation Systems                                                                                                                    |
|                | Form 29 Deleted                                                                                                                                                                       |
|                | Form 30 Curtailable Load Service Agreement                                                                                                                                            |
|                | Form 31 Electric Service and Meter Socket Requirements                                                                                                                                |
|                | Form 32 Optional Supplemental Power Services Agreement                                                                                                                                |
|                | Form 33 Non-Residential Optional Supplemental Power Services Agreements                                                                                                               |
|                | Form 34 Existing Facility Economic Development Rider Service Agreement                                                                                                                |
|                | Form 35 Easement                                                                                                                                                                      |
|                | Form 36 Business Incentive Rider                                                                                                                                                      |
|                | Form 37 Medically Essential Service                                                                                                                                                   |
|                | Form 38 Performance Guaranty Agreement                                                                                                                                                |
| Section VIII   | Special Contracts and Agreements                                                                                                                                                      |
| Section IX     | Cogeneration Rate Schedules                                                                                                                                                           |
|                | Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities) RESERVED FOR FUTURE USE |
|                | Schedule COG-3 – Payments for Purchases of Power from Qualifying Facilities during Generation Capacity Alerts                                                                         |
|                | Standard Offer Contract For the Purchase of Firm Energy and Capacity From a Qualifying Facility                                                                                       |
|                | Form 12 – Application for Interconnection of Customer-Owned Generation                                                                                                                |
|                | Standard Interconnection Agreement                                                                                                                                                    |
|                | Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10kW or less)                                                                              |
|                | Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100 kW)                                       |
|                | Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2 MW)                                        |

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

GULF POWER COMPANY

Third Revised Sheet No. v  
Canceling Second Revised Sheet No. v

**TABLE OF CONTENTS  
(continued)**

| <b><u>Section</u></b> | <b><u>Description</u></b>                                                                                              |
|-----------------------|------------------------------------------------------------------------------------------------------------------------|
| Section IX            | Cogeneration Rate Schedules (continued)                                                                                |
|                       | Standard Interconnection Application for Customer-Owned Renewable Generation Systems                                   |
|                       | Schedule QS-2 – Standard Offer Contract Rate For Purchase of Firm Capacity and Energy From Renewable Energy Facilities |
|                       | Renewable Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility            |
|                       | Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA or Less                                    |

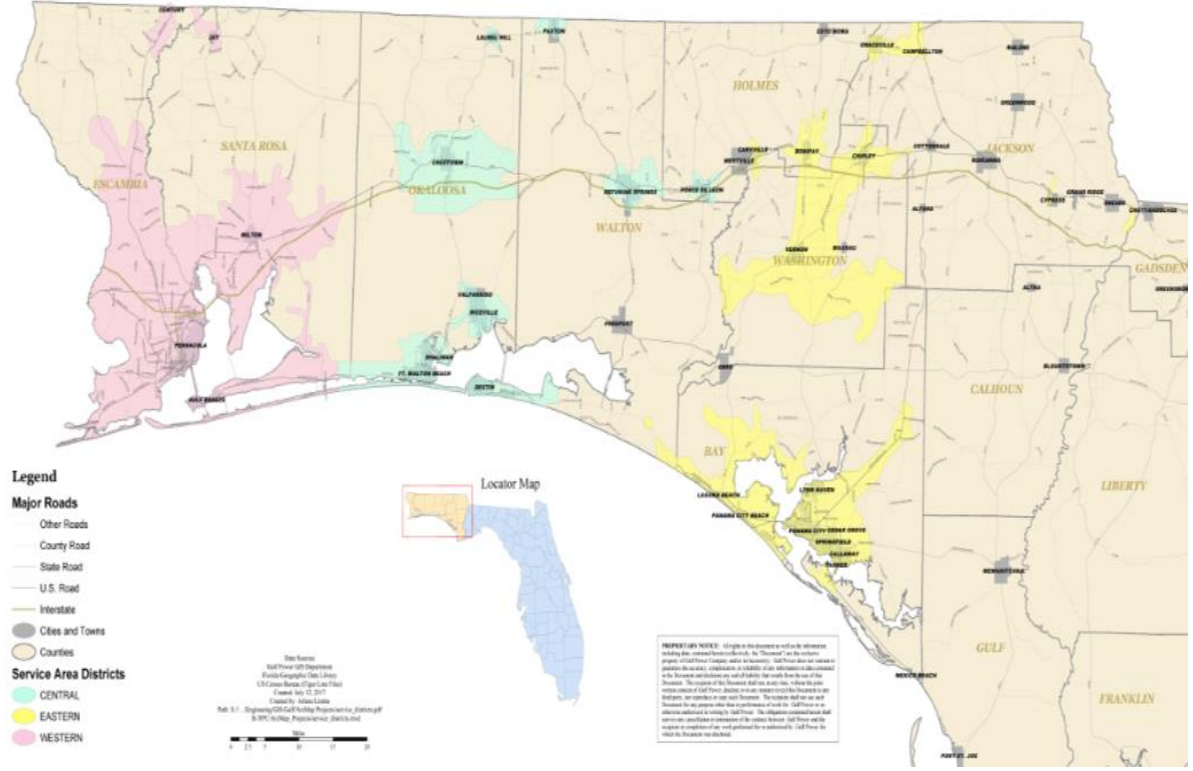
**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

GULF POWER COMPANY

Section I



# GULF POWER SERVICE AREA DISTRICTS



Issued By: Tiffany Cohen  
Effective:



**SECTION II**  
**MISCELLANEOUS**

|

Section II

~~GULF POWER COMPANY FRANCHISE FEE INFORMATION~~

| <del>TOWN</del> | <del>MUNICIPALITY/<br/>COUNTY</del> | <del>FRANCHISE<br/>FEE FACTOR</del> | <del>FRANCHISE<br/>FEE %</del> | <del>CONTRACT<br/>EXPIRATION DATE</del> |
|-----------------|-------------------------------------|-------------------------------------|--------------------------------|-----------------------------------------|
| 3011            | PENSACOLA                           | 0.061584                            | 6%                             | 12/26/2009                              |
| 3014            | GENTURY                             | 0.051320                            | 5%                             | 2/11/2010                               |
| 3016            | GULF BREEZE                         | 0.030792                            | 3%                             | 6/1/2011                                |
| 3021            | MILTON                              | 0.051320                            | 5%                             | 6/8/2035                                |
| 1031            | CHIPLEY                             | 0.041056                            | 4%                             | 3/31/2027                               |
| 1032            | VERNON                              | 0.030792                            | 3%                             | 2/13/2014                               |
| 1033            | GRACEVILLE                          | 0.020528                            | 2%                             | 9/12/2025                               |
| 1034            | CAMPBELLTON                         | 0.030792                            | 3%                             | 2/1/2014                                |
| 1035            | BONIFAY                             | 0.030792                            | 3%                             | 2/13/2014                               |
| 1036            | CARYVILLE                           | 0.030792                            | 3%                             | 7/30/2026                               |
| 1041            | PANAMA CITY                         | 0.061584                            | 6%                             | 10/12/2040                              |
| 1042            | SPRINGFIELD                         | 0.061584                            | 6%                             | 4/15/2017                               |
| 1043            | CEDAR GROVE                         | 0.000000                            | 0%                             | 0/0/0000                                |
| 1044            | LYNN HAVEN                          | 0.061584                            | 6%                             | 12/9/2010                               |
| 1045            | PANAMA CITY BEACH                   | 0.051320                            | 5%                             | 3/2/2016                                |
| 1046            | PARKER                              | 0.061584                            | 6%                             | 1/1/2013                                |
| 1047            | CALLAWAY                            | 0.061584                            | 6%                             | 12/31/2014                              |
| 2051            | DEFUNIAK SPRINGS                    | 0.030792                            | 3%                             | 6/14/2040                               |
| 2052            | PAXTON                              | 0.030792                            | 3%                             | 7/15/2017                               |
| 2053            | PONCE DE LEON                       | 0.061584                            | 6%                             | 5/11/2024                               |
| 2061            | GRESTVIEW                           | 0.061584                            | 6%                             | 4/1/2040                                |
| 2062            | LAUREL HILL                         | 0.030792                            | 3%                             | 2/4/2012                                |
| 2071            | NICEVILLE                           | 0.061584                            | 6%                             | 5/15/2026                               |
| 2072            | VALPARAISO                          | 0.061584                            | 6%                             | 8/24/2011                               |
| 2073            | SHALIMAR                            | 0.030792                            | 3%                             | 8/10/2014                               |
| 2074            | FORT WALTON BEACH                   | 0.061584                            | 6%                             | 10/14/2011                              |
| 2075            | CINCO BAYOU                         | 0.061584                            | 6%                             | 5/18/2011                               |
| 2076            | MARY ESTHER                         | 0.030792                            | 3%                             | 3/2/2011                                |
| 2078            | DESTIN                              | 0.041056                            | 4%                             | 5/19/2016                               |
| 009             | ESCAMBIA COUNTY                     | 0.051320                            | 5%                             | 12/31/2025                              |
| 033             | SANTA ROSA COUNTY                   | 0.051320                            | 5%                             | 9/30/2025                               |
| 025             | JACKSON COUNTY                      | 0.061584                            | 6%                             | 11/1/2014                               |

~~± Franchise Fee Change~~

~~\*Gulf remits franchise on Residential, Commercial Revenue, and Home Business Revenue accounts only.~~

~~@ Town of Cedar Grove was dissolved into Bay County.~~

~~Effective: October 12, 2010~~

~~Revised: February 22, 2011~~

**GULF POWER COMPANY**

Section III  
Second Revised Sheet No. 3.1  
Canceling First Revised Sheet No .3.1

**DEFINITIONS TECHNICAL TERMS AND ABBREVIATIONS**

AMPERE

The unit of measurement of electric current. It is proportional to the quantity of electrons flowing through a conductor past a given point in one second. It is analogous to cubic feet of water flowing per second. It is the unit current produced in a circuit by one volt acting through a resistance of one ohm.

AUXILIARY SERVICE

Is that furnished or made available by the Company for a portion of a Customer's requirements which ordinarily are furnished by the Customer from some other source of electrical supply.

BILLING DEMAND

Is the demand upon which billing to a Customer is based as specified in a rate schedule or contract. The billing demand need not to be equal to the actual measured demand during that billing period.

BREAKDOWN SERVICE

Is that made available by the Company to a Customer but which is used only when the Customer's other source of electrical supply is not available due to the Customer's electric generating equipment being shut down for repairs.

CAPACITY REQUIREMENTS

The maximum rate of energy used by a Customer over a specified time interval, such as 15, 30, or 60 minutes. It may be determined by measurement or by calculation based upon connected load.

ISSUED BY: Tiffany Cohen  
EFFECTIVE:

**GULF POWER COMPANY**

Section III  
Second Revised Sheet No. 3.2  
Canceling First Revised Sheet No. 3.2

CHECK METER

Is a meter or metering installation installed by the Company, in addition to the meters required for purposes of determining the bill, for the purpose of determining the characteristics of load, of a Customer, or to verify the accuracy of the meters used for billing purposes.

CLASSES OF SERVICE

A classification based on the type of Customer, the service characteristic of the Customer served, the type of equipment connected, or the ultimate use of energy.

COGENERATION FACILITY

Equipment used to produce electric energy and forms of useful thermal energy (such as heat or steam), used for industrial, commercial, heating, or cooling purposes, through the sequential use of energy.

COMPANY

Florida Power & Light Company d/b/a Gulf Power Company ("Gulf" or "Gulf Power") or a subsidiary company through which the Gulf Power Company may furnish service.

CONNECTED LOAD

The sum of the capacities or continuous ratings of the electrical energy consuming devices connected to a supplying system; usually broken down into components such as lighting, motors, heating, etc.

CONTRACT LOAD OR CAPACITY

The load or capacity that the supplier of energy guarantees to deliver to the Customer or that the Customer agrees to take or pay for under specified conditions.

CUSTOMER

A Customer is an individual, firm or organization who purchases service or is interconnected at one location under one rate classification, contract or schedule.

CUSTOMER'S INSTALLATION

The Customer's installation consists of and includes all wires, cutouts, switches and appliances and apparatus of every kind and nature used in connection with forming a part of an installation for utilizing electric service for any purpose, (excepting meters and associated equipment), ordinarily located on the Customer's side of "Point of Delivery", and including "Service Entrance Conductors," whether such installation is owned outright by the Customer or used by the Customer under lease or otherwise.

ISSUED BY: Tiffany Cohen  
EFFECTIVE:

**GULF POWER COMPANY**

Section III  
First Revised Sheet No. 3.3  
Canceling Original Sheet No. 3.3

DELIVERY POINT

Geographical and physical location at which the Company delivers service to the Customer, and the Customer assumes the responsibility for further delivery and use of the energy.

DEMAND

The average rate, usually in kilowatt-hours per hour, at which energy is delivered during a specified continuous interval of time, such as 15, 30, or 60 minutes. It may be expressed in kilowatts, kilovolt-amperes, horsepower or other suitable units.

EST- Eastern Standard Time

INTEGRATED 15-MINUTE DEMAND

The kilowatt-hours per hour of electric energy or load flow averaged over a period of 15 minutes.

INTERCONNECTION COSTS

The reasonable cost of connection, switching, metering, transmission, distribution, safety provisions and administrative costs incurred by the Company directly related to the installation and maintenance of the physical facilities necessary to permit interconnected operations with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an equivalent amount of electric energy from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs.

KILOVAR (KVAR)

Is that portion of the apparent power which is not available to do work. Reactive power is required to furnish charging current to magnetic or electrostatic equipment connected to a system. It is the product of the volts times that portion of the amperes completely out of step with the alternating voltage divided by 1,000.

KILOVOLT AMPERE (KVA)

Is a term used only in connection with alternating current power. It is the product of the volts times the amperes divided by 1,000 where the amperes represent the vectorial sum of the ampere current that is in step with the alternating voltage (representing the current to do useful work) and the ampere current flowing in the circuit that is out of phase with fluctuating voltage. The latter is consumed by a circuit to charge capacitors or inductive load. Kilovolt-amperes are a measure of the apparent power consumed in an alternating current circuit.

ISSUED BY: E. L. Addison, President  
EFFECTIVE: January 29, 1982

**GULF POWER COMPANY**

Section III  
First Revised Sheet No. 3.4  
Canceling Original Sheet No. 3.4

KILOWATT (kW)

Is a unit of measurement of the real power supplied in an alternating current circuit. It is the product of the voltage times the amperes that are in step with the alternating voltage divided by 1,000.

KILOWATTHOUR (kWh)

The basic unit of electric energy equal to one kilowatt of power supplied to, or taken from, an electric circuit steadily for one hour.

LOAD

The power requirement of a system or a piece of equipment at a given instant, or the average rate of energy used during any designated short period of time. This term may be applied to the demand of an electric generating station, an individual generating unit, a transmission or distribution system, a substation or a whole power system, or to a Customer's requirement. ("Load" is often used interchangeably with "demand").

LOAD FACTOR

The ratio of the average demand over a designated period of time to the maximum demand occurring in that period. Load factor, in percent, also may be derived by multiplying the kilowatt-hours in the period by 100 and dividing by the product of the maximum demand in kilowatts and the number of hours in the period. The term "load factor" is usually further modified by specifying the period and kind.

Period: daily, weekly, monthly, annual or average

Kind: appliance, individual customer, group, class system, or a specific part of a system.

LUMEN

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

MONTH

One twelfth of a year, or the period between two consecutive readings of the Company's meters, as near 30 days as practicable.

POINT OF DELIVERY (See Delivery Point)

POWER FACTOR

The ratio of real power (kw) to apparent (kva) for a given load and time. Generally, it is expressed as a percentage ratio.

ISSUED BY: E.L. Addison, President

EFFECTIVE: January 29, 1982

**GULF POWER COMPANY**

Section III  
Second Revised Sheet No. 3.5  
Canceling First Revised Sheet No.3.5

PREMISES

Defined as a contiguous area, building or group of buildings, or portion of a building, joined together electrically as may be permitted by the applicable rules and regulations of the Company, occupied by one Customer and served through one meter.

PRIMARY VOLTAGE

Is the voltage of the circuit supplying power at a transformer as opposed to the output voltage or load supply voltage which is called secondary voltage. In power supply practice, the primary is almost always the high voltage side and the secondary is the low voltage side of a transformer.

QUALIFYING FACILITY

A cogeneration facility or small power production facility which is a Qualifying Facility (as defined under the Rules and Regulations in 18CFR 292 Subpart B of the Public Utility Regulatory Policies Act of 1978 (PURPA)) and in Rule 25-17.0825, F.A.C.).

RESERVE SERVICE (See Standby Service)

SECONDARY VOLTAGE

Is the output or load supply voltage of a transformer or a substation.

SERVICE

Power and energy required by the Customer and, in addition, the readiness and ability on the part of the Company to furnish power and energy to the Customer.

ISSUED BY: Tiffany Cohen  
EFFECTIVE:

**GULF POWER COMPANY**

Section III  
Original Sheet No. 3.6

SINGLE PHASE

Is the descriptive term applied to service supplied through a single pair of wires for any one voltage, with one additional wire required where an additional voltage is supplied. Electrically there is a single complete voltage alternation in 1/60 seconds. Single phase service is supplied from any distribution line of the Company and to any Customer not having large motor driven devices which be inoperable from a single phase supply.

STANDBY SERVICE

Is that furnished by the Company to a Customer for all or any part of the Customer's load during the time that the Customer's normal source of electrical supply is shut down.

SYSTEM EMERGENCY

A condition on the Company' s system which is likely to result in imminent significant disruption of service to customers or is imminently likely to endanger life or property.

THREE PHASE

Is the term applied to service applied from certain of the Company's lines requiring the use of three or four wires. Electrically, there are three separate voltages of equal value, each alternating 60 times a second and separated from each other by 1/180 of a second. While this type of service is required to supply all large loads, it normally is not available in residential service areas.

VOLT

Is the unit of electromotive force or electric pressure analogous to water pressure in pounds per square inch. It is an electrical pressure which, if steadily applied to circuit having a resistance of one ohm, will cause a current of one ampere to flow.

YEAR

Is that period intervening between two anniversary contract for dates of a used, that billed electric service. When "calendar" year is period represents that for covered by the service periods the months of January through December of any year.

ISSUED BY: E.L. Addison, President  
EFFECTIVE: January 29, 1982



**GULF POWER COMPANY**

Section No. IV  
Thirteenth Revised Sheet No. 4.1  
Canceling Twelfth Revised Sheet No. 4.1

**INDEX**

**RULES AND REGULATIONS FOR ELECTRIC SERVICE**

- Part I      General Rules
- 1.1      Application for Service
  - 1.2      Classification of Service
  - 1.3      Rates
  - 1.4      Optional Rates
  - 1.5      Residential Service
  - 1.6      General Service
    - 1.6.1    Boarding Houses
    - 1.6.2    Apartment Houses
    - 1.6.3    Separate Meter for Living Quarters
    - 1.6.4    Farms
  - 1.7      Industrial Service
  - 1.8      Limits of Uses of Service
  - 1.9      Character of Service
  - 1.10     Continuity of Service
  - 1.11     Increase of Service
  - 1.12     Right-of-Way
  - 1.13     Customer Wiring
  - 1.14     Residential Energy Audits
    - 1.14.1   Centsable Energy Check
    - 1.14.2   Residential Conservation Service (RCS) Audit
  - 1.15     Payment for Service
  - 1.16     Protection of Company's Property and Damage to Company's Property
  - 1.17     Damages to Property
  - 1.18     Standard Nominal Voltage
  - 1.19     Notices
  - 1.20     Promises
- Part II      Credit Regulations
- 2.1      Security Deposits/Guaranty
  - 2.2      Deposit Interest
  - 2.21     Residential Deposits
  - 2.22     Nonresidential Deposits
  - 2.3      Refund of Cash Deposit/Release of Other Security or Guaranty
  - 2.4      Transfer of Security Deposit/Guaranty
- Part III     Line Extension and Service Connection Regulations
- 3.1      Applies to All Applicants
  - 3.2      Connection of Initial Service
  - 3.3      Connection of Existing Service
  - 3.4      Service if New or Upgraded Facilities Are Required
  - 3.5      Limitations on Three Phase Service
  - 3.6      Underground Service in an Overhead Area
  - 3.7      Connection of Temporary Service
    - 3.7.1    Temporary Service
  - 3.8      Floor Finishing
  - 3.9      Real Estate Developments
  - 3.10     Relocation or Removal of Existing Facilities

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Eleventh Revised Sheet No. 4.2  
Canceling Tenth Revised Sheet No. 4.2

(Continued from Index, Sheet No. 4.1)

- Part IV Billing and Metering Regulations
  - 4.1 Each Metering Point Billed as Separate Customer
  - 4.2 Two or More Premises Not to be Served Through One Meter
  - 4.3 Deleted
  - 4.4 No Charge for Required Metering Equipment
    - 4.4.1 Net Metering of Customer-Owned Renewable Generation
  - 4.5 Estimation of Bills Required by Meter Damage or Failure
  - 4.6 Meter Reading and Billing Intervals
  - 4.7 Power Factor Requirement
  - 4.8 Prorated Bills
  - 4.9 Requirements of Customer for Discontinuing Service
  - 4.10 Installation of Check Meters
  - 4.11 Refusal or Discontinuance of Service
  - 4.12 Investigation of Unauthorized Use Tampering with Meters
  - 4.13 Restoration of Service (After Violation of Rules)
  - 4.14 Testing of Meters and Resulting Adjustments
    - 4.14.1 Fast Meter
    - 4.14.2 Slow, Non-Registering, or Partially Registering Meter
    - 4.14.3 Creeping Meter
    - 4.14.4 Improper Metering Due to Electrical Contractor Error
  - 4.15 Returned Item Charge
  - 4.16 Late Payment Charge
- Part V Contract and Enforcement Regulations
  - 5.1 Cutoff Regulations
  - 5.2 Extension of Time for Payment of Bill
  - 5.3 Reconnection Charge
  - 5.4 Field Visit Charge
  - 5.5 Faulty Wiring on Customer's Premises
  - 5.6 Medically Essential Service
- Part VI Underground Distribution Facilities
  - 6.1 Definitions
  - 6.2 General
    - 6.2.1 Application
    - 6.2.2 Early Notification and Coordination
    - 6.2.3 Changes to Plans
    - 6.2.4 Underground Installations Not Covered
    - 6.2.5 Type of System Provided
    - 6.2.6 Design and Ownership
    - 6.2.7 Rights of Way and Easements
    - 6.2.8 Contributions and Credits
    - 6.2.9 Location of Distribution Facilities

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.2  
Canceling Ninth Revised Sheet No. 4.2

(Continued from Index, Sheet No. 4.2)

- 6.2.10 Special Conditions
- 6.2.11 Point of Delivery
- 6.2.12 Location of Meter Socket & Service Entrance Facilities
- 6.2.13 Relocation or Removal of Existing Facilities
- 6.2.14 Development of Subdivisions
- 6.2.15 Service Lateral Conductor
- 6.2.16 Damage to Company's Equipment

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Sixth Revised Sheet No. 4.2A  
Canceling Fifth Revised Sheet No. 4.2A

INDEX (Continued)

Part VI

- 6.3 Underground Distribution Facilities for New Residential Subdivisions
  - 6.3.1 Availability
  - 6.3.2 Contribution by Applicant
  - 6.3.3 Contribution Adjustments
  
- 6.4 Underground Distribution to Multiple-Occupancy Residential Buildings
  - 6.4.1 New Underground Service Laterals
  - 6.4.2 Contribution By Applicant
  - 6.4.3 Contribution Adjustments
  
- 6.5 Underground Service Laterals Replacing Existing Residential Overhead and Underground Services
  - 6.5.1 Applicability
  - 6.5.2 Rearrangement of Service Entrance
  - 6.5.3 Trenching and Conduit Installation
  - 6.5.4 Contribution by Applicant
  
- 6.6 Underground Distribution to Multiple-Occupancy Residential Buildings
  - 6.6.1 Availability
  - 6.6.2 Contribution by Applicant
  - 6.6.3 Responsibility of Applicant
  - 6.6.4 Responsibility of the Company
  - 6.6.5 Service Voltages
  - 6.6.6 Meter Sockets and Service Entrance Facilities
  
- 6.7 Installation of Underground Electric Distribution Facilities for New Construction
  - 6.7.1 Definitions
  - 6.7.2 Application
  - 6.7.3 Contribution-In-Aid-of-Construction (CIAC)
  - 6.7.4 Non-Refundable Deposits
  - 6.7.5 Non-Binding Cost Estimates
  - 6.7.6 Underground Distribution Facilities
  - 6.7.7 Easements
  - 6.7.8 Early Notification and Coordination
  - 6.7.9 Changes to Plans, Layout or Grade
  - 6.7.10 Location of Distribution Facilities
  - 6.7.11 Other Terms and Conditions
  - 6.7.12 Type of System Provided
  - 6.7.13 Design and Ownership
  - 6.7.14 Meter Sockets and Service
  
- 6.8 Installation of Underground Electric Distribution Facilities For the Conversion of Overhead Electric Distribution Facilities
  - 6.8.1 Definitions
  - 6.8.2 Application
  - 6.8.3 Contribution-In-Aid-of-Construction (CIAC)

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

GULF POWER COMPANY

Section IV  
Original Sheet No. 4.3

RULES AND REGULATIONS  
FOR  
ELECTRIC SERVICE

These Rules and Regulations, approved by the Florida Public Utilities Commission, constitute the Company's operating procedures and policies and supplement the "Rules and Regulations Governing Electric Service by Electric Public Utilities" ordered to be effective November 30, 1959 or as may hereafter 'be modified by the Florida Public Utilities Commission.

PART I

GENERAL RULES

- 1.2 APPLICATION FOR SERVICE - Each person firm or corporation desiring to become a Customer for electric service from any distribution system operated by the Company shall make an application for service, either in person or by duly authorized agent. The Customer's load will not be connected to the distribution system until all the applicable conditions and provisions of these Rules and Regulations are complied with. The furnishing of service by the Company and its initial acceptance by the Customer, in the absence of a formal written contract, constitutes the evidence of the contractual relationship between the Customer who thereby agrees to take the service and the Company who thereafter undertakes to supply the type of service applied for under the terms and conditions of the applicable Rate Schedule or Rules and Regulations. Company may require the execution of a formal contract of a formal contract for service involving special conditions or the furnishing of over 25 kilowatts of capacity. (See also, Rule 2.5)

ISSUED BY: R.L. Pulley, President  
EFFECTIVE: August 1, 1962

**GULF POWER COMPANY**

Section IV  
First Revised Sheet No. 4.4  
Cancels Original Sheet No. 4.4

- 1.2 CLASSIFICATION OF SERVICE - For the purpose of establishing a comprehensive rate structure, the Company may upon approval by the Commission classify its utility service according to the purpose for which such service is used, the quantity used, the time when used, or any other reasonable consideration, and conform its rate schedules to such classifications.
- 1.3 RATES - The rates to be charged by and paid to the Company for service shall be the rates from time to time legally established and in force, and in accordance with its Rate Schedules from time to time in effect and applicable to the class of service in the territory in which the Customer's premises are situated.

A copy of the rates under which service will be supplied is on file and is open for inspection at the Company ' s general office in Pensacola and at each district and local office. Upon request of any Customer, a copy of the Rate Schedule applicable to his service will be furnished him by the Company.

- 1.4 OPTIONAL RATES – When two or more rates are available for certain classes or service, the conditions under which they are applicable to the requirements of particular customers are plainly set forth in the Company's published rate schedules. The choice of such rates lies with the Customer.

The Company will at any time upon request advise any Customer as to the rate best adapted to existing; or anticipated service requirements as defined by the Customer but the Company does not assume responsibility for the selection of such rate or for the continuance of the lowest annual cost under the rate selected should the volume or character of service change.

From time to time, the Company undertakes investigations of operating conditions of its customers with a view to recommending desirable

ISSUED BY: Tiffany Cohen  
EFFECTIVE:

**GULF POWER COMPANY**

Section IV  
Fourth Revised Sheet No. 4.5  
Canceling Third Revised Sheet No. 4.5

1.4 OPTIONAL RATES (continued)

changes from one applicable rate to another, but, lacking knowledge of changes which may occur at any time in such conditions, the Company cannot guarantee that customers will be served under the most favorable rate, nor make refunds covering the difference between the charges under the rate in effect and those under any other rate applicable to the same service.

A Customer, having selected a rate adapted to his service may not change to another rate within a twelve-month period unless there is a substantial change in the character or conditions of his service. A new Customer will be given reasonable opportunity to determine his service requirements before definitely selecting the most favorable rate therefor.

1.5 RESIDENTIAL SERVICE – Service for all domestic purposes in individually metered dwelling units suitable for year-round family occupancy containing full kitchen facilities. A separate point of service may be placed on the residential rate when it is determined to be at the same premise as the dwelling unit and used exclusively for personal rather than business use (i.e., garages, pumps, pools, boat docks, etc.) Service to commonly-owned condominium and cooperative apartment buildings meeting the following criteria is also considered Residential Service:

- a. 100% of the energy is used exclusively for the co-owners 'benefit.
- b. None of the energy is used in any endeavor which sells or rents a commodity or provides service for a fee.
- c. Each point of delivery will be separately metered and billed.
- d. A responsible legal entity is established as the Customer to whom the Company can render its bills for said service.

1.6 GENERAL SERVICE - Any person, organization, firm, or corporation taking electric service to which no other rate schedule is applicable shall be considered a General Service Customer. These may be commercial, or institutional such as nonprofit organizations, religious, educational, philanthropic, fraternal, governmental, or others not listed. The following is an incomplete list which gives some examples of who shall be considered General Service customers:

1.6.1 Recognized boarding and rooming houses.

1.6.2 An apartment house, except for service rendered direct to individual tenants.

1.6.3 Any business house within which the Customer lives merely for convenience or economy, but such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

ISSUED BY: Travis Bowden  
EFFECTIVE: May 1, 2000

**GULF POWER COMPANY**

Section IV  
Third Revised Sheet No. 4. 6  
Canceling Second Revised Sheet No. 4. 6

1.6 GENERAL SERVICE (Continued)

1.6.4 Commercial dairy, poultry, truck or other type farm, however, such Customer, if he desires, shall have the right to have a separate meter installed under the residential rate for his domestic consumption.

1.7 INDUSTRIAL SERVICE - Service to a Customer at a single location where the Customer is engaged in an industrial enterprise which uses the service primarily in an operation involving the extraction from, or the processing or fabrication of, materials or products.

1.8 LIMITS OF USES OF SERVICE – All service supplied by the Company is for the Customer's sole use within or upon his premises and for the purposes set forth by the applicable Rate Schedule. The Customer shall not supply electrical energy to anyone else or allow anyone to take same, nor shall reuse or permit same to be used at any other premises (except as provided below) or for any other premises (except as provided below) or for any other purposes (either directly or indirectly by transformation or regeneration) than those designated in the application. (See Section No. IV, Sheet No. 4.15, Rule 4.1)

The Company reserves the right to apply to each Customer the proper Rate Schedule in accordance with the classifications made of its service for billing purposes.

Electric service must not be used by the Customer in such a manner as to cause unusual voltage fluctuations or disturbances in the Company's distribution or transmission system and, should any apparatus be installed the use of which shall interfere with or harmfully affect the service to other customers, the Company may discontinue service upon giving reasonable

ISSUED BY: E. L. Addison, President  
EFFECTIVE: February 12, 1982



**GULF POWER COMPANY**

Section IV  
Second Revised Sheet. No.4.7  
Canceling First Revised Sheet No. 4.7

(Continued from Sheet No. 4.6)

notice unless in the meantime the use of such objectionable apparatus has been discontinued, or such steps taken as may be necessary to prevent a recurrence. Should the Company be required to make any unusual expenditure over and above that required to serve ordinary load of unobjectionable character, the Customer shall reimburse the Company for such excess cost of serving him.

No Customer shall extend electric lines or facilities across or under a street, avenue, alley, lane, court, or other public way in order to make electric energy available through one meter to a structure or facility on an adjacent tract of land, except under the following conditions: (1) said structure or facility on adjacent land is at all times operated and utilized by the same Customer for the same business or enterprise; (2) electric service through such meter is utilized solely by such Customer; (3) such single-meter electric service is otherwise permissible under applicable Company Rules and Regulations and applicable Rate Schedule; (4) Customer obtains written approval from the Company on plans, and any extension or revision thereof, for such single-meter service arrangement; (5) Customer obtains and keeps currently effective any and all required permits from required public authorities for crossing of public ways with Customer's electric facilities; and (6) Customer's electric facilities crossing public ways must comply with all applicable local and national codes.

Customers and others are forbidden, without written consent of the Company, from using the Company's poles or other facilities for the purpose of fastening or supporting wires, signs, or things of any nature, or to locate any such things in such proximity to the Company's aforesaid property or facilities as to cause, or to be likely to cause, interference with the Company's operations or its supply of electric service, or a dangerous condition in connection therewith, and the Company shall have the right to remove any such things without notice and without liability for damages arising from such removal.

ISSUED BY: E. L. Addison, President  
EFFECTIVE: November 10, 1980

**GULF POWER COMPANY**

Section IV  
Fifth Revised Sheet No. 4.7 A  
Canceling Fourth Revised Sheet No. 4.7 A

(Continued from Sheet No. 4.7)

- 1.9 CHARACTER OF SERVICE - The phase, frequency, and voltage of electric service which may be available for delivery to the Customer shall be determined by the available local distribution system of the Company nearest the Customer's premises, and the Company shall not be required to deliver service at a phase, frequency, or voltage other than that provided for in the particular Rate Schedule applicable.

ISSUED BY: E. L. Addison, President  
EFFECTIVE: September 13, 1990

**GULF POWER COMPANY**

Section No. IV  
Third Revised Sheet No. 4.8  
Canceling Second Revised Sheet No. 4.8

- 1.10 CONTINUITY OF SERVICE - The Company will use reasonable diligence at all times to provide continuous service at the agreed nominal voltage, and shall not be liable to the Customer or to any other person for complete or partial failure or interruption of service, or for fluctuations in voltage, resulting from the ordinary negligence of its employees, servants or agents. The Company also shall not be liable to the Customer or to any other person for the complete or partial failure or interruption of service, fluctuations in voltage, or any other act or omission or related injury caused directly or indirectly by strikes, labor troubles, accident, litigation, shutdowns for repairs or adjustments, interference by Federal, State or Municipal governments, acts of God or other causes beyond its control.
- 1.11 INCREASE OF SERVICE - Increased service requirements shall be supplied at all times through the existing, or enlarged, service connection and such metering equipment as will properly measure the amount of energy and its maximum demand, provided that the necessary enlargement of the facilities in service does not require changes in point of delivery. The Customer shall give reasonable advance notice to the Company of any changes which affect the connected load under contract to the end that the Company will have ample time to provide adequate service facilities.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Fifth Revised Sheet No. 4.9  
Canceling Fourth Revised Sheet No. 4.9

- 1.12 ACCESS TO PREMISES AND RIGHT-OF-WAY - The duly authorized agents of the Company shall have safe access to the premises of the Customer at all reasonable hours for the purpose of installing, maintaining, and inspecting or removing the Company's property, reading meter, trimming trees within the Company's easements and rights of way, and other purposes incident to performance under or termination of the Company's agreement with the Customer, and in such performance shall not be liable for trespass. The Customer shall grant or cause to be granted the Company and without cost to the Company all rights, easement, permits and privileges which in the opinion of the Company, are necessary for the rendering of service to the Customer.
- 1.13 CUSTOMER WIRING - The wiring and electrical equipment in or upon the premises of the Customer to the Delivery Point shall be in conformity with the rules and regulations of constituted authorities pertaining thereto, and the rules set forth in the Company's "Electric Service and Meter Installations" as issued from time to time, but the Company does not assume responsibility therefore and shall not be liable for any defects or damages due to defective customer wiring.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Seventh Revised Sheet No. 4.10  
Canceling Sixth Revised Sheet No. 4.10

- 1.14 ENERGY AUDITS - The Company will offer energy audits to customers in accordance with Commission Rule 25-17.003, Florida Administrative Code.
- 1.15 PAYMENT FOR SERVICE - Employees of the Company are forbidden to demand or accept any personal compensation from Customers of the Company, and payment for any services rendered should only be made upon presentation of formal statement by the Company.
- 1.16 PROTECTION OF COMPANY'S PROPERTY AND DAMAGE TO COMPANY'S PROPERTY - The Customer shall properly protect the Company's property on the Customer's premises, and shall permit no one but the Company's agents, or persons authorized by law, to have access to the Company's wiring, meters, and apparatus. In the event of any loss or damage of property of the Company caused by or arising out of carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer.
- 1.17 DAMAGES TO PROPERTY - Neither the Customer nor the Company shall be responsible for damage to the machinery, apparatus, appliances or other property of the other caused by lightning or by defects in or failure of the machinery, apparatus, or appliances of the one suffering such damages from such causes; and the Company shall not be in any way responsible for the transmission or control of electrical energy beyond the Delivery Point, and shall not be liable for damages on account of injuries to person or property resulting in any manner from the receiving, use, or

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Fifth Revised Sheet No. 4.11  
Canceling Fourth Revised Sheet No. 4.11

1.18 DAMAGES TO PROPERTY - (continued)

application by the Customer of such electrical energy. The Customer must keep his, her, or its machinery, lines, apparatus and appliances in a safe condition and shall indemnify and save harmless the Company from the payment of any sums or sum of money to any person whomsoever, including attorney's fees and court costs, which it may be called upon to pay on account of damage to property or fatal or personal injuries to individuals resulting from or which may be in anyway caused by the operation and maintenance of the machinery, lines, apparatus and appliances belonging to the Customer.

Reverse phase relays, phase failure relays and low voltage or voltage unbalance releases, preferably of the adjustable time-delay type, with circuit breakers or equivalent devices shall be provided by the Customer to disconnect automatically all motor installations which cannot be safely reversed or which would be damaged by a phase or voltage failure.

1.19 STANDARD NOMINAL VOLTAGE - The Company will adopt a standard nominal voltage, or standard nominal voltages, as may be required by its distribution system, or for each of the several districts into which the system may be divided, and the voltages maintained at the Company's main service terminals as installed for each Customer or group of customers shall be maintained reasonably constant. Information as to the standard nominal voltage supplied to any district or area will be furnished by the Company upon request.

If an industrial Customer uses lighting incidental to his power service and the voltage regulation is unsatisfactory for lighting purposes, then the Customer shall install any required regulative apparatus at his own expense.

1.20 NOTICES - Any notice required or authorized to be given under these "Rules and Regulations" or under the provisions of any contracts between the Company and Customer, shall be in writing addressed to the Customer at the premises at which the service is rendered, or at such other address as may have been furnished by the Customer for receiving his bills from the Company, or at Customer's last known address, and mailed in the ordinary course of the Company's business; or by the Customer to the Company, by mail, addressed to the Company; or by either party by serving same personally upon the other. The date of serving or mailing any such notice shall be the date upon which the number of days specified for notice shall begin to run. Notice may be provided to customers via electronic mail if the customer consents to receiving notice in such format.

Notice to the Company by the Customer should not be given to employees of the Company when away from the office, or in the office after or before business hours, as such will not be accepted as binding and formal notification to the Company.

1.21 PROMISES - No promise, agreement, or representation of any employee or officer of the Company shall bind the Company unless the same be in writing and approved by the signature of an officer of the Company, and no employee or officer of the Company is authorized to waive this condition.

**ISSUED BY:** Charles S. Boyett  
**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IV  
Thirteenth Revised Sheet No. 4.12  
Canceling Twelfth Revised Sheet No. 4.12

**PART II CREDIT  
REGULATIONS**

**2.1 Security Deposit/Guaranty.**

(1) Before the Company renders service, or upon termination of an existing Unconditional Guaranty Contract, or a surety bond or an irrevocable bank letter of credit, each applicant will be required to provide:

- a) a Security Deposit consisting of cash, surety bond, or irrevocable bank letter of credit; or
- b) a guaranty satisfactory to the Company to secure payment of bills; or
- c) information which satisfies the Company's application requirements for no deposit.

(2) a) New Service Requests - If a Security Deposit is required, the Security Deposit for a new service request shall be based upon no more than two months of projected charges, calculated by adding the 12 months of projected charges, dividing this total by 12, and multiplying the result by 2. After the new account has had continuous service for a twelve (12) month period, the amount of the required deposit shall be recalculated using actual data. If an excess deposit is identified by this recalculation, the difference between the recalculated deposit and the deposit on hand will be credited to the account. If the recalculated amount indicates a deficiency in the deposit held, the utility may bill customer for the difference. Each applicant that provides a guaranty, surety bond, or an irrevocable bank letter of credit as a Security Deposit must enter into the agreement(s) as provided by Gulf.

b) Existing Accounts - For an existing account, the total deposit may not exceed 2 months of average actual charges calculated by adding the monthly charges from the 12-month period immediately before the date any change in the deposit amount is sought, dividing this total by 12, and multiplying the result by 2. If the account has less than 12 months of actual charges, the deposit shall be calculated by adding the available monthly charges, dividing this total by the number of months available, and multiplying the result by 2.

**2.2 Deposit Interest.**

The interest due will be paid once a year, ordinarily as a credit on regular bills, and on final bills when service is discontinued. No interest will be paid if service is ordered disconnected for any cause within six months from the date of initial service.

**2.21 Residential Deposits.**

Simple interest at the rate of 2% per annum will be paid to residential Customers for cash deposits when held by the Company.

**2.22 Nonresidential Deposits.**

Simple interest at the rate of 2% per annum will be paid on cash deposits of nonresidential customers. However, simple interest at the rate of 3% per annum will be paid on cash deposits of nonresidential Customers provided the Customer has had continuous service for a period of not less than 23 months, and has not in the preceding 12 months: a) made more than one late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for nonpayment at any time, d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.12.1

2.3 Refund of Cash Deposit/Release of Other Security or Guaranty.

After a residential Customer has established a prompt payment record and has had continuous service for a period of not less than 23 months, the Company will no longer require a Security Deposit or guaranty for that account, provided the Customer has not, in the preceding twelve (12) months: a) made more than one (1) late payment of the bill (after the expiration of 20 days from the date of mailing or delivery by the Company), b) paid with a check refused by a bank, c) been disconnected for non-payment, or, at any time d) tampered with the electric meter, or e) used service in a fraudulent or unauthorized manner. When the Company no longer requires a Security Deposit or guaranty because the residential Customer meets these terms or because the Customer closes the service account and the Company has received final payment for all bills for service incurred at the account, any cash deposit held by the Company for that account will be refunded, and the obligors on any surety bond, irrevocable letter of credit or guaranty for that account will be released from their obligations to the Company. Cash deposit receipts are not negotiable or transferable and the deposit is refundable only to the Customer whose name appears thereon. Refunds of cash deposits may be conditioned by the Company upon a showing of proper identification by the person seeking the refund that the individual is the Customer whose name appears on the service account. The utility may elect to refund nonresidential deposits.

2.4 Transfer of Security Deposit/Guaranty.

A Customer moving from one service address to another may have the Security Deposit transferred from the former to the new address. If the Security Deposit at the former service address is more or less than required by Rule 6.1 for the new address, the amount of the Security Deposit may be adjusted accordingly. Guaranties may not be transferred to a new service address; however, the guarantor may enter into a new guaranty contract (Tariff Sheet No. 9.400 or 9.410) for the new service address.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**



**GULF POWER COMPANY**

Section No. IV  
Seventeenth Revised Sheet No. 4.13  
Canceling Sixteenth Revised Sheet No. 4.13

**PART III**

**LINE EXTENSION AND SERVICE CONNECTION REGULATIONS**

- 3.1 APPLIES TO ALL APPLICANTS - These regulations apply to all applicants requesting service from the regular distribution systems of the Company for residential, commercial and industrial usage. Customers requesting service from the transmission system of the Company may require individual consideration and will be handled accordingly as they request service.
- 3.2 CONNECTION OF INITIAL SERVICE - A \$20.00 service charge will be made for an initial connection.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.13.1

3.3 CONNECTION OF EXISTING SERVICE - A \$19.00-service charge will be made for the connection of an existing account.

3.4 SERVICE IF NEW OR UPGRADED FACILITIES ARE REQUIRED - In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in Part VI of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC) - A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities (CIAC<sub>OH</sub>) shall be calculated as follows:

$$CIAC_{OH} = \begin{array}{l} \text{Total estimated work} \\ \text{order job cost of} \\ \text{installing the facilities} \end{array} - \begin{array}{l} \text{Four years expected} \\ \text{incremental base} \\ \text{energy revenue} \end{array} - \begin{array}{l} \text{Four years expected} \\ \text{incremental base} \\ \text{demand revenue, if} \\ \text{applicable} \end{array}$$

- (i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.
- (ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.
- (iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the CIAC<sub>OH</sub> be less than zero.

(b) The CIAC for new or upgraded underground facilities (CIAC<sub>UG</sub>) shall be calculated as follows:

$$CIAC_{UG} = CIAC_{OH} + \text{Estimated difference between the cost of providing the service underground and overhead}$$

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.13.1

CIAC TRUE-UP - An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in-service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in PRORATION OF CIAC.

PRORATION OF CIAC - CIAC is proratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Fifteenth Revised Sheet No. 4.14  
Canceling Fourteenth Revised Sheet No. 4.14

- 3.5 LIMITATIONS ON THREE PHASE SERVICE - In general, the Company will furnish single phase service for any residential or commercial loads involving no single motor larger than five horsepower. It has never contemplated supplying service to any motor rated at three horsepower or smaller at three phase anywhere. Therefore, unless already available, three phase service will not be furnished for residential loads or for commercial loads where no commercial motor exceeds three horsepower until the Customer makes a contribution to the Company equal to the excess of the cost of providing three phase service over the cost of furnishing service to such load at single phase.
- 3.6 UNDERGROUND SERVICE IN AN OVERHEAD AREA - Conversion of existing overhead facilities to underground shall be handled in accordance with the provisions of Part VI UNDERGROUND DISTRIBUTION FACILITIES.
- 3.7 CONNECTION OF TEMPORARY SERVICE - Where the Company's distribution circuits are already in place on the pole adjacent to the Customer's premises requiring only the installation of a service drop and meter, the Company will place the service drop and meter completing the connection to provide temporary service. The service drop and meter installation shall not exceed 200 amperes and must utilize self-contained, non-demand metering.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.14.1

3.7.1 TEMPORARY/CONSTRUCTION SERVICE

APPLICATION:

For temporary electric service to installations such as fairs, exhibitions, construction projects, displays and similar installations.

SERVICE:

Single phase or three phase, 60 hertz at the available standard secondary distribution voltage. This service is available only when the Company has existing capacity in lines, transformers and other equipment at the requested point of delivery. The Customer's service entrance electrical cable shall not exceed 200 Amp capacity.

CHARGE:

The non-refundable charge must be paid in advance of installation of such facilities which shall include service and metering equipment.

Installing and removing overhead service and meter \$402.48

Connecting and disconnecting Customer's service cable to Company's direct-buried underground facilities including installation and removal of meter \$242.70

MONTHLY RATE:

This temporary service shall be billed under the appropriate rate schedule applicable to commercial and industrial type installations.

SPECIAL CONDITIONS:

If specific electrical service other than that stated above is required, the Company, at the Customer's request, will provide such service based on the estimated cost of labor for installing and removing such additional electrical equipment. This estimated cost will be payable in advance to the Company and subject to adjustment after removal of the required facilities. All Temporary/Construction services shall be subject to all of the applicable Rules, Regulations and Tariff charges of the Company, including Service Charges.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Eighth Revised Sheet No. 4.15  
Canceling Seventh Revised Sheet No. 4. 15

- 3.8 The Company makes special arrangements for floor surfacing, polishing, finishing or other similar motor driven equipment. Customer will make arrangements with the Company for such special service.
- 3.9 Extensions for subdivisions for real estate development purposes will be made only by special contract.
- 3.10 RELOCATION OR REMOVAL OF EXISTING FACILITIES - If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant. These costs will include the costs of relocation or removal plus the in-place value (less salvage) of the facilities so removed. Any additional costs due to existing landscaping, pavement or unusual conditions shall also be borne by the Applicant. In the event that overhead facilities are being replaced with underground, any differential cost shall be handled in accordance with the provisions of Part VI, Underground Distribution Facilities.

**PART IV  
BILLING AND METERING REGULATIONS**

- 4.1 The Rate Schedules of the Company contemplate the service will be supplied to each separate premise as one Customer. Where a Customer, for any reason, requires the installation of more than one meter by the Company each meter will be billed as a separate Customer. The Customer must provide a self-contained meter socket or enclosure on his premises. The type shall be determined by the Company's approved list and the location shall be determined by the Company. All self-contained meter sockets and self-contained meter enclosures which become deteriorated shall be replaced by the Customer. The electricity used by the same person, firm or corporation at different premises will not be combined and billed as one Customer.

**ISSUED BY:** Travis Bowden  
**EFFECTIVE:** December 19, 1995

**GULF POWER COMPANY**

Section No. IV  
Second Revised Sheet No. 4.15.1  
Canceling First Revised Sheet No. 4.15.1

4.1 (Continued)

Individual electric metering by the Company shall be required for each separate occupancy unit of new commercial establishments, residential buildings, condominiums, cooperatives, marinas, and trailer, mobile home, and recreational vehicle parks for which construction was commenced after January 1, 1981. This requirement shall apply whether or not the facility is engaged in a time-sharing plan. Individual electric meters shall not, however, be required:

1. In those portions of a commercial establishment where the floor space dimensions or physical configuration of the units are subject to alteration on, as evidenced by non-structural element partition walls, unless the utility determines that adequate provisions can be made to modify the metering to accurately reflect such alterations;
2. For electricity used in central heating, ventilating and air conditioning systems, or electric back up service to storage heating and cooling systems;
3. For electricity used in specialized-use housing accommodations such as hospitals, nursing homes, living facilities located on the same premises as, and operated in conjunction with, a nursing home or other health care facility providing at least the same level and types of services as a nursing home, convalescent homes, facilities certificated under Chapter 651, Florida Statutes, college dormitories, convents, sorority houses, fraternity houses, motels, hotels, and similar facilities.
4. For separate, specially-designated areas for overnight occupancy at trailer, mobile home and recreational vehicle parks where permanent residency is not established and for marinas where living aboard is prohibited by ordinance, deed restriction, or other permanent means.

Where individual metering is not required and master metering is used in lieu thereof, reasonable apportionment methods, including sub-metering may be used by the customer of record or the owner of such facility solely for the purpose of allocating the cost of the electricity billed by the utility. Any fees or charges collected by a customer of record for electricity billed to the customer's account by the utility, whether based on the use of sub-metering or any other allocation method, shall be determined in a manner which reimburses the customer of record for no more than the customer's actual cost of electricity.

- 4.2 No individual or person is authorized to receive service through the meter installed for a Customer on a neighboring premise, and the connection of one premise with another for the purpose of obtaining service through one meter is an unauthorized practice and shall be deemed as receiving service without full compensation to the Company therefore. The Company

**GULF POWER COMPANY**

Section No. IV  
Fourth Revised Sheet No. 4.16  
Canceling Third Revised Sheet No. 4.16

4.2 (continued)

reserves the right to discontinue service to any Customer who violates this rule.

4.3 Deleted.

4.4 The Company will furnish and install without expense to the Customer, such metering equipment as is necessary to measure the electric service supplied in accordance with the requirements of the Rate Schedule.

4.4.1 Net Metering of Customer-Owned Renewable Generation - For customer-owned renewable generation eligible for net metering pursuant to Rule 25-6.065, Florida Administrative Code, monthly billing will be prepared in the following manner:

During any month, customers with renewable generation equipment that have executed an interconnection agreement with the Company will be charged for energy (kWh) delivered by the Company in excess of the energy (kWh) supplied by the customer's renewable generation in accordance with the applicable rate schedule.

The customer, at their sole discretion, may choose to take service under the Company's standby or supplemental service rate, if available. If energy (kWh) supplied by the customer's renewable generation exceeds energy (kWh) delivered by the Company, such excess energy (kWh) will offset the customer's energy (kWh) consumption for the next month(s).

All excess energy (kWh) from the customer's renewable generation will be accumulated and used to offset energy (kWh) delivered by the Company in subsequent months for a period of not more than twelve months. At the end of each calendar year, any unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule. In the event a customer closes the account, unused excess energy (kWh) from the customer's renewable generation will be credited using an average annual rate based on the Company's COG-1 Schedule.

4.5 Damaged meters, any indications of tampering with meter, or broken seals, will constitute ground for question as to accuracy of meter registration. Should the meter fail to register properly, bill will be estimated based either upon a reading taken during the next billing period after meter has been repaired or replaced, upon the amount charged during a previous corresponding period, or upon such other reasonable basis as may apply to the particular service at the discretion of the Company. Correction of mistakes in meter readings and billings will be made when discovered by adding or deducting the proper amount to or from bill.

4.6 Meters will be read at regular intervals monthly, in groups known as routes, the reading date of any particular meter depending upon the route in which it is located. Bills will be rendered as soon as practicable after meters are read each month and shall be due and payable at the office of the Company when rendered. All billing of demand and/or energy will be based upon the Company's meter readings or Company pulse data.

4.7 The Customer shall at all times take and use electric energy in such a manner that the power factor shall be as near 100% as possible and when

**ISSUED BY:** Charles S. Boyett  
**EFFECTIVE:** March 29, 2019



**GULF POWER COMPANY**

Section No. IV  
Second Revised Sheet No. 4.17  
Canceling First Revised Sheet No. 4.17

4.7 (continued)

the actual power factor is found to be less than 90% the Company may adjust the capacity or demand portions of its applicable rate schedules as provided in such schedules.

4.8 The charges set forth in the rate schedules of the Company are based upon billing periods of approximately one month. In the case of first billing of new accounts, final billing of all accounts where the period covered by the billing involves a fraction of a month, and regular bills where the period covered by the billing is less than 25 days, the applicable charges specified in the rate schedule will be calculated in the proportion that the actual number of service days, including day of final readings, bears to a 30-day month.

4.9 The Customer shall give notice to the Company at least three days before vacating the premises or prior to the time he wishes the service discontinued, in order that the final meter reading can be taken and any property of the Company removed. The Customer shall be liable for any electricity that may be used through the meter, as well as for the meter and the Company's other property until the expiration of three days after such notice to discontinue has been given.

4.10 The Company reserves the right at any time to install check meters at its own expense and to render bills to customers in accordance with the registration of such check meters.

4.11 REFUSAL OR DISCONTINUANCE OF SERVICE - Until adequate facilities, can be provided, the Company may refuse to serve an Applicant if, in the best judgement of the Company, it does not have adequate facilities to render the service applied for.

**ISSUED BY:** D. L. Mccrary  
**EFFECTIVE:** May 6, 1993

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.17.1

(Continued)

- (1) The Company may refuse to serve any person whose service requirements or equipment is of a character that is likely to affect unfavorably service to other customers.
- (2) The Company may refuse to render any service other than that character of service which is normally furnished, unless such service is readily available.
- (3) The Company shall not be required to furnish service under conditions requiring operation in parallel with generating equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.

If the Company refuses service for any reason specified in this subsection, the Company shall notify the Applicant for service as soon as practicable, pursuant to subsection (7), of the reason for refusal of service. If the Company will discontinue service, the Company shall notify the Customer at least five (5) working days prior to discontinuance that service will cease unless the deficiency is corrected in compliance with the Company's regulations, resolved through mutual agreement, or successfully disputed by the Customer. The five-day notice provision does not apply to paragraphs (h), (i), or (j). In all instances involving refusal or discontinuance of service, the Company shall advise in its notice that persons dissatisfied with the Company's decision to

**ISSUED BY:** D. L. McCrary  
**EFFECTIVE:** May 6, 1993

GULF POWER COMPANY

Section No. IV  
Original Sheet No. 4.17.2

(Continued)

refuse or discontinue service may register their complaint with the Company's customer relations personnel and to the Florida Public Service Commission at 1-800-342-3552, which is a toll free number. As applicable, the Company may refuse or discontinue service under the following conditions:

- For noncompliance with and/or violation of any state or municipal law or regulation governing electric service.
- For failure or refusal of the Customer to correct any deficiencies or defects in the Customer's wiring and/or equipment which are reported to the Customer by the Company.
- For the use of energy for any other property or purpose than that described in the application.
  - For failure or refusal to provide adequate space for the meter and service equipment of the Company.
  - For failure or refusal to provide the Company with a deposit to insure payment of bills in accordance with the Company's credit regulation found in paragraph 2.1 of the Company's tariff, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (f) For neglect or refusal to provide safe and reasonable access to the Company for the purpose of reading meters or inspection and maintenance of equipment owned by the Company, provided that written notice, separate and apart from any bill for service, be given the Customer.
- (g) For nonpayment of bills or noncompliance with the Company's rules and regulations, and only after there has been a diligent attempt to have the Customer comply including at

**ISSUED BY:** D. L. Mccrary  
**EFFECTIVE:** May 6, 1993

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.17.3

(Continued)

least five working days' written notice to the Customer such notice being separate and apart from any bill for service, provided that those customers who so desire may designate a third party in the Company's service area to receive a copy of such delinquent notice. For purposes of this subsection, "working day" means any day on which the Company's business office is open and the U.S. Mail is delivered. The Company shall not, however, refuse or discontinue service for nonpayment of a dishonored check service charge imposed by the Company.

(h) Without notice in the event of a condition known to the Company to be hazardous.

(i) Without notice in the event of tampering with meters or other facilities furnished and owned by the Company.

(j) Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make at the Customer's own expense all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenue resulting from such fraudulent use.

(6) Service shall be restored when cause for discontinuance has been satisfactorily adjusted.

(7) In case of refusal to establish service, or whenever service is intentionally discontinued by the Company for other than routine maintenance, the Company shall notify the Applicant or Customer in

**ISSUED BY:** D. L. Mc Crary  
**EFFECTIVE:** May 6, 1993

**GULF POWER COMPANY**

Section No. IV  
Second Revised Sheet No. 4.17.4  
Canceling First Revised Sheet No. 4.17.4

(Continued)

writing of the reason for such refusal or discontinuance.

(8) The following shall not constitute sufficient cause for refusal or discontinuance of service to an Applicant or Customer:

(a) Delinquency in payment for service by a previous occupant of the premises unless the current Applicant or Customer occupied the premises at the time the delinquency occurred and the previous Customer continues to occupy the premises and such previous Customer shall benefit from such service.

(b) Failure to pay for a service rendered by the Company which is nonregulated.

(c) Failure to pay for a different class of service.

(d) Failure to pay the bill of another Customer as guarantor thereof.

(e) Failure to pay a dishonored check service charge imposed by the Company.

(9) The Company shall not discontinue service to any noncommercial customer between 12:00 noon on a Friday and 8:00 a.m. the following Monday or between 12:00 noon on the day preceding a holiday and 8:00 a.m. the next working day. Provided, however, this prohibition shall not apply when:

(a) Discontinuance is requested by or agreed to by the Customer; or

**ISSUED BY:** Charles S. Boyett  
**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IV  
Eighth Revised Sheet No. 4.18  
Canceling Seventh Revised Sheet No. 4.18

- (b) A hazardous condition exists; or
- (c) Meters or other Company owned facilities have been tampered with; or
- (d) Service is being obtained fraudulently or is being used for unlawful purposes.

Holiday as used in this subsection shall mean New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day.

(e) Bills are due when rendered and become delinquent if not paid within twenty (20) days from the mailing or delivery date. Thereafter, following five (5) working days' written notice, service may be discontinued and the deposit applied toward settlement of the bill. For purposes of this subsection, "working day" means any day on which the Company's business offices are open and the U.S. Mail is delivered.

- 4.12 INVESTIGATION OF UNAUTHORIZED USE TAMPERING WITH METERS – Title to meters and metering equipment shall be and remain in the Company. Unauthorized connections to, or tampering with the Company's meter or meters, meter seals, or metering equipment, or indications or evidence thereof, subjects the Customer to immediate discontinuance of service, prosecution under the laws of Florida adjustment of prior bills for services rendered a tampering penalty of \$500.00 for residential and non-demand commercial customers and \$2,500.00 for all other customers, and to liability for reimbursement to the Company for all extra expenses incurred as a result thereof;. The reimbursement for extra expenses incurred as a result of the investigation or as a result thereof shall be the actual amount of such extra expenses, but in any event shall not be less than the sum of \$75.00, and shall be in addition to any charges for service rendered or charges for restoration of service as provided elsewhere in these rules.
- 4.13 RESTORATION OF SERVICE (AFTER VIOLATION OF RULES) - The Company shall not be required to restore service after being discontinued in accordance with Rules 4.11 or 4.12 above until the Customer has complied with all reasonable rules of the Company designed to prevent a recurrence, and the Company has been reimbursed for the full amount of service rendered and paid a service charge for restoration of service as provided in paragraph 5.3 of these Rules.
- 4.14 TESTING OF METERS AND RESULTING ADJUSTMENTS - The Company shall, upon request, test any meter or meters, in accordance with Commission Rule 25-6.052, through which the Customer is receiving service. There will be no charge for such test provided that the meter has not been tested by the Company or the Florida Public Service Commission within twelve (12) months previous to such request. If the Customer requests a meter test more frequently, the Company may require a deposit, not to exceed fifteen dollars (\$15.00), to defray cost of testing.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Sixth Revised Sheet No. 4.19  
Canceling Fifth Revised Sheet No. 4.19

(continued)

If the test shows the meter to be accurate within:

- (a) Two percent (2%) fast or slow for watt-hour meters;
- (b) Four percent (4%) fast or slow for demand meters;

the deposit may be retained by the Company as a service charge for conducting the test; if the test shows otherwise, the deposit shall be refunded and adjustments in billing, determined in accordance with Commission Rule 25-6.103, shall be made as follows:

4.14.1 Fast Meter - The Company shall refund to the Customer an amount equal to the excess charged for one-half the period since the last test, said one-half period not to exceed twelve (12) months. However, if it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to such time but not beyond such date based upon available records. No part of any minimum charge shall be refunded.

4.14.2 Slow, Non-Registering, or Partially Registering Meter - The Company may not backbill for any period greater than twelve (12) months from the date it notifies a customer that his or her meter is slow, non-registering, or partially registering. If it can be ascertained that the meter was slow, non-registering, or partially registering for less than twelve (12) months prior to notification, then the utility may back bill only for the lesser period of time.

4.14.3 Creeping Meter - If a meter is found to have a registration error due to "creep", in excess of one revolution in ten minutes, the Company will refund to the Customer an amount to compensate for the creeping. The error shall be calculated by timing the rate of "creeping" and assuming that the creeping affected the registration of the meter for twenty-five percent (25%) of the time, unless a more accurate estimate of the percentage of time the meter should have been inactive can be obtained.

4.14.4 Improper Metering Due to Electrical Contractor Error - If the Company determines that a service location has not previously been properly metered through errors of an electrical contractor, the Company may backbill for up to four years from the date of notice to the Customer that the error has been discovered.

4.15 RETURNED PAYMENT CHARGE - As allowed by Florida Statute 68.065 shall apply for each check or draft dishonored by the bank upon which it is drawn. Termination of service shall not be made for failure to pay the Returned Payment Charge.

Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.19.1

4.16 LATE PAYMENT CHARGE - Charges for services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local government entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local government entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**



**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.20  
Canceling Ninth Revised Sheet No. 4.20

**PART V**  
**CONTRACT AND ENFORCEMENT REGULATIONS**

- 5.1 CUTOFF REGULATIONS - Bills for service are payable monthly, unless otherwise stated in rate schedules, and are considered delinquent after the expiration of twenty (20) days from the date of mailing or delivery by the utility. If not paid at the Company's office or other designated place by the delinquent date, the Company at any time thereafter may suspend service after giving five (5) day's written notice to the customer of such delinquency and of the Company's intention to discontinue service. Such written notice will be separate and apart from any bill for service. If the amount due remains unpaid after suspension of service, the Company may treat the contract as canceled and at an end.
- 5.2 EXTENSION OF TIME FOR PAYMENT OF BILL - The Company may, however, extend the time for paying any one or more bills, or any part thereof, and its action in so doing shall be without prejudice to its rights thereafter to suspend service as provided in these rules; and by so doing, the Company shall not be held or considered as waiving its rights or its option thereafter to suspend service and/or treat the contract as canceled and at an end.
- 5.3 RECONNECTION CHARGE - A \$29.00 Reconnection Charge will be made for the reconnection of service after disconnection for nonpayment or violation of a rule or regulation.
- 5.4 FIELD VISIT CHARGE - Whenever payment for service is delinquent and a field visit is made to a customer's premise, a \$31.00 fee will be added to a customer's bill for electric service. If service is disconnected, this charge will not be applied.
- 5.5 FAULTY WIRING ON CUSTOMER'S PREMISES - The Company reserves the right to disconnect from its lines, or to refuse to connect to its lines, any Customer or applicant whose wiring is not in accordance with standard good practice; however, the Company does not assume any responsibility for installation or maintenance inspection of Customer's wiring or installation.
- 5.6 MEDICALLY ESSENTIAL SERVICE - For purposes of this section, a Medically Essential Service Customer is a residential customer whose electric service is medically essential, as affirmed through the certificate of a doctor of medicine licensed to practice in the State of Florida. Service is "medically essential" if the customer has continuously operating electric-powered medical equipment necessary to sustain the life of or avoid serious medical complications requiring immediate hospitalization of the customer or another permanent resident at the service address. The Physician's certificate shall explain briefly and clearly, in non-medical terms, why continuance of electric service is medically essential, and shall be in the form of Form no. 37. A customer who is certified as a Medically Essential Service Customer must renew such certification periodically through the procedures outlined above. The Company may require certification no more frequently than 12 months.

The Company shall provide Medically Essential Service Customers with a limited extension of time, not to exceed thirty (30) days, beyond the date service would normally be subject to disconnection for non-payment of bills (following the requisite notice pursuant to Rule 25-6.105(5) of the Florida Administrative Code). The Company shall provide the Medically Essential Service Customer with written notice specifying the date of disconnection based on the limited extension. The Medically Essential Service

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Eleventh Revised Sheet No. 4.21  
Canceling Tenth Revised Sheet No. 4.21

(Continued)

Customer shall be responsible for making mutually satisfactory arrangements to ensure payment within this additional extension of time for service provided by the Company and for which payment is past due, or to make other arrangements for meeting medically essential needs.

No later than 12 noon one day prior to the scheduled disconnection of service of a Medically Essential Service Customer, the Company shall attempt to contact such customer by telephone in order to provide notice of the scheduled disconnect date. If the Medically Essential Service Customer does not have a telephone number listed on the account, or if the utility cannot reach such customer or other adult resident of the premises by telephone by the specified time, a field representative will be sent to the residence to attempt to contact the Medically Essential Service Customer, no later than 4 p.m. of the day prior to scheduled disconnection. If contact is not made, however, the Company may leave written notification at the residence advising the Medically Essential Service Customer of the scheduled disconnect date; thereafter, the Company may disconnect service on the specified date. The Company will grant special consideration to a Medically Essential Service Customer in the application of Rule 25- 6.097(3) of the Florida Administrative Code.

In the event that a customer is certified as a Medically Essential Customer, the customer shall remain solely responsible for any backup equipment and/or power supply and a planned course of action in the event of a power outage. The Company does not assume, and expressly disclaims, any obligation or duty: to monitor the health or condition of the person requiring medically essential service; to insure continuous service; to call, contact, or otherwise advise of service interruptions; or, except expressly provided by this section, to take any other action (or refrain from any action) that differs from the normal operations of the Company.

**ISSUED BY:** Charles S. Boyett  
**EFFECTIVE:** March 29, 2019

**GULF POWER COMPANY**

Section No. IV  
Ninth Revised Sheet No. 4.22  
Canceling Eighth Revised Sheet No. 4.22

**PART VI**  
**UNDERGROUND DISTRIBUTION FACILITIES**

6.1 The following words and terms, when used in these Rules, shall have the meaning indicated:

APPLICANT - Any person, partnership, association, corporation, or governmental agency controlling or responsible for the development of a new subdivision or dwelling unit, commercial project or individual enterprise and applying for the construction of underground electric distribution facilities.

BACKBONE - The distribution system, excluding feeder and that portion of the service lateral which is on the lot being served by that service lateral.

BUILDING - Any structure, within a subdivision, designed for residential occupancy and containing less than five (5) individual dwelling units, excluding a townhouse unit.

CABLE IN CONDUIT SYSTEM - Underground residential distribution systems where all underground primary, secondary, service, and street light conductors are installed in direct buried conduit. Other facilities associated with cable in conduit, such as transformers, may be above ground.

COMMISSION - The Florida Public Service Commission.

COMPANY - Gulf Power Company

DISTRIBUTION SYSTEM - Electric service facilities consisting of primary and secondary conductors, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

DWELLING UNIT - A single unit providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

FEEDER MAIN - A three-phase primary installation, including switches, which serves as a source for primary laterals and loops through suitable overcurrent devices.

FINAL GRADE - The ultimate elevation of the ground, paved or unpaved, which will prevail in a subdivision or tract of land.

MOBILE HOME (TRAILER) - A vehicle or conveyance, permanently equipped to travel upon the public highways, that is used either temporarily or permanently as a residence or living quarters.

MULTIPLE-OCCUPANCY BUILDING - A structure erected and framed of component structural parts and designed to contain five or more individual dwelling units.

OVERHEAD SYSTEM - Distribution system consisting of primary, secondary and service conductors and aerial transformers supported by poles.

PRIMARY LATERAL - That part of the electric distribution system whose function is to conduct electricity at the primary level from the feeder main to the transformers. It usually consists of a single-phase conductor or insulated cable, with conduit, together with necessary accessory equipment for supporting, terminating and disconnecting from the primary mains by a fusible element.

SERVICE LATERAL - The entire length of underground service conductors and conduit between the distribution source, including any risers at a pole or other structure or from transformers, from which only one point of service will result, and the first point of connection to the Service Entrance Conductors in a terminal or meter box outside the building wall.

SERVICE ENTRANCE CONDUCTORS - The Customer's conductors from point of connection at the service drop or service lateral to the service equipment.

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

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Fifth Revised Sheet No. 4.23  
Canceling Fourth Revised Sheet No. 4.23

TRENCH MILE - The length of trench in miles required for underground primary cables.

TOWNHOUSE - A one-family dwelling unit of a group such that units are separated only by fire walls. Each townhouse unit shall be constructed upon a separate lot and serviced with separate utilities and shall otherwise be independent of one another.

**6.2 GENERAL**

6.2.1 Application

Underground electric distribution facilities may be offered in lieu of overhead facilities in accordance with these Rules and Regulations.

- (a) New Residential Subdivisions (SECTION 6.3)
- (b) New Service Laterals from Overhead Systems (SECTION 6.4)
- (c) Replacement of Existing Overhead and Underground Service Laterals (SECTION 6.5)
- (d) New Multiple-Occupancy Buildings (SECTION 6.6)
- (e) Installation of Underground Electric Distribution Facilities for New Construction (SECTION 6.7)
- (f) Installation of Underground Electric Distribution Facilities for Conversion of Overhead Electric Distribution Facilities (SECTION 6.8)
- (g) Installation of Underground Electric Distribution Facilities to Small Commercial/Industrial Customers (SECTION 6.9)

6.2.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.2.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Eighth Revised Sheet No. 4.24  
Canceling Seventh Revised Sheet No. 4.24

6.2.4 Underground Installations Not Covered

Where the Applicant requests or government ordinance mandates underground electric facilities including, but not limited to, three phase primary feeder mains, transformers, pedestal mounted terminals, switching equipment, meter cabinets, service laterals, or other electrical facilities not specifically covered by these Rules and Regulations, or in areas where the terrain, loads, and/or equipment are not typical, and where overhead facilities would otherwise normally be provided, the Applicant shall pay the Company the differential installed cost between the underground facilities and the equivalent overhead facilities as calculated by the Company. The Applicant shall also provide the necessary rights of way and easements as given in Section 6.2.7.

6.2.5 Type of System Provided

The costs quoted in these rules are for underground residential distribution service laterals, secondary and primary conductors of standard Company design with cable in conduit and above-grade appurtenances. Unless otherwise stated, service provided will be 120/240 volt, single phase. If other types of facilities other than standard Company design are requested by the Applicant or required by governmental authority, the Applicant will pay the additional costs, as calculated by the Company, if any. All service laterals and secondary and single phase primary conductors shall be underground. Appurtenances such as transformers, pedestal-mounted terminals, switching equipment, and meter cabinets may be placed above ground. Feeder mains required within a subdivision may be overhead if the Applicant and the Company determine that the additional cost of underground is not justified for that particular location, unless otherwise required by governmental authority, in which case the differential cost will be borne by the Applicant or governmental authority.

6.2.6 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

6.2.7 Rights of Way and Easements

The Company shall construct, own, operate, and maintain distribution facilities only along easements, public streets, roads, and highways which the Company has legal right to occupy. The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions or such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction.

Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners, survey control points, and at transformer locations, graded to within six (6) inches of final grade, with soil stabilized, at no cost to the Company. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.2.8 Contributions and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to completion of a written agreement and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that

- a) The work is in accordance with Company specifications.
- b) The credits shall not exceed the total differential costs.
- c) The Applicant agrees to pay the Company costs associated with estimating the work to be performed by the Applicant, representing the cost of time to review and inspect the Applicant's work.
- d) The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the applicable conductors have been installed.
- e) The Company will assume ownership and maintain the completed distribution facilities, once they are determined to meet Company specifications and/or installation of cable in Applicant-installed conduit.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Eighteenth Revised Sheet No. 4.25  
Canceling Seventeenth Revised Sheet No. 4.25

- f) The Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected.

Before commencing any work on the Company's behalf, the Applicant should submit Agreement for Underground Construction Standards (Section VII Form 9, under Standard Contract forms) to the Company.

**6.2.9 Location of Distribution Facilities**

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters when the design of a dwelling unit or its appurtenances limits perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

**6.2.10 Special Conditions**

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, boulder and large rock removal, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

**6.2.11 Point of Delivery**

The point of delivery to the building shall be determined by the Company and normally will be at the point of the building nearest the point at which the underground secondary system is available to the property to be served. When a location for a point of delivery different from that designated by the Company is requested by the Applicant, and approved by the Company, the Applicant shall pay the estimated full cost of service lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of service. The additional cost per trench foot is \$9.61. Where an existing trench with existing conduit is utilized, the additional cost per trench foot is \$5.65. Where the Applicant provides the trenching and installs Company provided conduit according to Company specifications and backfilling, the cost per additional trench foot is \$5.65. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Service laterals shall be installed, where possible, in a direct line to the point of delivery.

**6.2.12 Location of Meter Socket & Service Entrance Facilities**

The Applicant shall install a meter enclosure and downpipe to accommodate the Company's service lateral conductors at the point designated by the Company. These facilities will be installed in accordance with the Company's specifications and all applicable codes.

**6.2.13 Relocation or Removal of Existing Facilities**

If the Company is required to relocate or remove existing facilities in the implementation of these Rules, all costs thereof shall be borne exclusively by the Applicant, as follows:

- a) For removal of existing facilities, these costs will include the costs of removal, the in-place value (less salvage) of the facilities so removed and any additional costs due to existing landscaping, pavement or unusual conditions.
- b) For relocation of existing facilities, these costs will include the costs of relocation of reusable equipment, costs of removal of equipment that cannot be reused, costs of installation of new equipment, and any additional costs due to existing landscaping, pavement or unusual conditions.

**6.2.14 Development of Subdivisions**

The above charges are based on reasonably full and timely use of the land being developed. Where the Company is required to construct underground electric facilities through a section or sections of the subdivision or development where, in the opinion of the Company, service will not be required for at least two years, the Company may require a deposit from the Applicant before

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Twenty-First Revised Sheet No. 4.26  
Canceling Twentieth Revised Sheet No. 4.26

construction is commenced. This deposit, to guarantee performance, will be based on the estimated total cost of such facilities rather than the differential cost. The amount of the deposit, without interest, in excess of any charges for underground service will be returned to the applicant on a pro-rata basis at quarterly intervals on the basis of installations to new customers. Any portion of such deposit remaining unrefunded, after five years from the date the Company is first ready to render service from the extension, will be retained by the Company.

6.2.15 Service Lateral Conductor

All residential Tariff charges are based on a single service conductor installed in a single 2" conduit, limited to a maximum size of 4/0 triplex. All parallel services, or any single services requiring service conductor larger than 4/0 triplex, require additional charges determined by specific cost estimate.

6.2.16 Damage to Company's Equipment

The Applicant shall be responsible to ensure that the Company's distribution facilities once installed, are not damaged, destroyed, or otherwise disturbed during the construction of the project. This responsibility shall extend not only to those in his employ, but also to his subcontractors. Should damage occur, the Applicant shall be responsible for the full cost of repairs.

**6.3 UNDERGROUND DISTRIBUTION FACILITIES FOR NEW RESIDENTIAL SUBDIVISIONS**

6.3.1 Availability

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities to provide single phase service to new residential subdivisions of five (5) or more building lots.

6.3.2 Contribution by Applicant

- a) The Applicant shall pay the Company the average differential cost for single phase residential underground distribution service based on the number of service laterals required or the number of dwelling units, as follows:

|                                                                                                                                                                                  | <u>Applicant's<br/>Contribution</u> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. Where density is 6.0 or more dwelling units per acre:<br>Buildings that do not exceed four units,<br>townhouses, and mobile homes – per service lateral.                      | \$0.00                              |
| 2. Where density is 0.5 or greater, but less than 6.0 dwelling units per<br>acre: Buildings that do not exceed four units,<br>townhouses, and mobile homes – per service lateral | \$0.00                              |

Where the density is less than 0.5 dwelling units per acre, or the Distribution System is of non-standard design, individual cost estimates will be used to determine the differential cost as specified in Paragraph 6.2.5.

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply.

- b) The above costs are based upon arrangements that will permit serving the local underground distribution system within the subdivision from overhead feeder mains. If feeder mains within the subdivision are deemed necessary by the Company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the Company the average differential cost between such underground feeder mains within the subdivision and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.2.5.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.26.1  
Canceling Ninth Revised Sheet No. 4.26.1

- c) Where primary laterals are needed to cross open areas such as golf courses, parks, other recreation areas and water retention areas, the Applicant shall pay the average differential costs for these facilities as follows:

|                                                                |  |        |
|----------------------------------------------------------------|--|--------|
| Cost per foot of primary lateral trench within the subdivision |  |        |
| 1) Single Phase - per foot                                     |  | \$3.66 |
| 2) Two Phase - per foot                                        |  | \$6.35 |
| 3) Three Phase - per foot                                      |  | \$9.46 |

- d) For requests for service where underground facilities to the lot line are existing and a differential charge was previously paid for these facilities, the cost to install an underground service lateral to the meter is as follows:

|                                                 |          |
|-------------------------------------------------|----------|
| Density less than 6.0 dwelling units per acre:  | \$529.95 |
| Density 6.0 or greater dwelling units per acre: | \$590.28 |

**6.3.3 Contribution Adjustments**

- a) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant provides all trenching and backfilling for the Company's distribution system, excluding feeder, and installs Company-provided conduit:

|    |                                                                                         | Credit to Applicant's Contribution |                |
|----|-----------------------------------------------------------------------------------------|------------------------------------|----------------|
|    |                                                                                         | <u>Backbone</u>                    | <u>Service</u> |
| 1. | Where density is 6.0 or more dwelling units per acre:                                   |                                    |                |
|    | Buildings not exceeding four units, townhouses, and mobile homes - per service lateral. | \$103.58                           | \$149.72       |
| 2. | Where density is 0.5 or greater, but less than 6.0 dwelling units per acre:             |                                    |                |
|    | Buildings not exceeding four units, townhouses, and mobile homes, per service lateral   | \$188.93                           | \$209.61       |

- b) Credits will be allowed to the Applicant's contribution in Section 6.3.2. where, by mutual agreement, the Applicant purchases Company-specified conduit excluding feeder. This credit is:

|    |                                                                                                   |                 |                |
|----|---------------------------------------------------------------------------------------------------|-----------------|----------------|
| 1. | Where density is 6.0 or more dwelling units per acre:                                             |                 |                |
|    | Buildings not exceeding four units, townhouses, and mobile homes - per service lateral.           | <u>Backbone</u> | <u>Service</u> |
|    |                                                                                                   | \$29.53         | \$15.26        |
| 2. | Where density is 0.5 or greater, but less than 6.0 dwelling units per acre - per service lateral. | \$69.39         | \$37.89        |

Credits will be allowed to the Applicant's contribution in Section 6.3.2, where, by mutual agreement, the Applicant in accordance with Company instructions:

- c) provides a portion of trenching and backfilling for the Company's facilities (per foot of trench), plus:  
installs a portion of Company-provided PVC conduit (per foot of conduit) for 2" PVC:  
for larger than 2" PVC: \$2.99  
\$3.12
- d) purchases a portion of Company-specified PVC conduit (per foot of conduit) for 2" PVC: \$0.45  
for larger than 2" PVC: \$1.20

**ISSUED BY: Tiffany Cohen**  
**EFFECTIVE:**



**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.26.2  
Canceling Ninth Revised Sheet No. 4.26.2

- e) installs a Company-provided primary splice box (per box): \$150.26
- f) installs a Company-provided concrete pad for a pad-mounted transformer (per pad): \$139.58

**6.4 UNDERGROUND SERVICE LATERALS FROM OVERHEAD ELECTRIC DISTRIBUTION SYSTEMS**

6.4.1. New Underground Service Laterals

When requested by the Applicant, the Company will install underground service laterals from overhead systems to newly constructed residential buildings containing less than five separate dwelling units.

6.4.2 Contribution by Applicant

The Applicant shall pay the Company the following differential cost between an overhead service and an underground service lateral, as follows, for buildings that do not exceed four units, townhouses, and mobile homes:

|                                                              | <u>Applicant's Contribution</u> |
|--------------------------------------------------------------|---------------------------------|
| a) per service lateral (includes service riser installation) | \$759.03                        |

Additional charges specified in Paragraphs 6.2.10 and 6.2.11 may also apply. Underground service or secondary extensions beyond the boundaries of the property being served will be subject to additional differential costs as determined by individual cost estimates.

6.4.3. Contribution Adjustments

Credit will be allowed to the Applicant's contribution in Section 6.4.2 where, by mutual agreement, the Applicant provides trenching and backfilling for the Company's facilities or the Applicant installs Company-provided conduit per Company specifications. For buildings that do not exceed four units, townhouses, and mobile homes, this credit is:

|                                                    | <u>Credit To Applicant's Contribution</u> |
|----------------------------------------------------|-------------------------------------------|
| Trenching and backfilling, plus                    |                                           |
| Installing conduit (2" PVC) - per foot             | \$2.99                                    |
| Installing conduit (Larger than 2" PVC) - per foot | \$3.12                                    |
| Purchasing conduit (2" PVC) - per foot             | \$0.45                                    |
| Purchasing conduit (Larger than 2" PVC) - per foot | \$1.20                                    |

**6.5 UNDERGROUND SERVICE LATERALS REPLACING EXISTING RESIDENTIAL OVERHEAD AND UNDERGROUND SERVICES**

6.5.1 Applicability

When requested by the Applicant, the Company will install underground service laterals from existing systems as replacements for existing overhead and underground services to existing residential buildings containing less than five individual dwelling units.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Fourth Revised Sheet No. 4.26.3  
Canceling Third Revised Sheet No. 4.26.3

6.5.2 Rearrangement of Service Entrance

The Applicant shall be responsible for any necessary rearranging of his existing electric service entrance facilities to accommodate the proposed underground service lateral in accordance with the Company's specifications.

6.5.3 Trenching and Conduit Installation

The Applicant shall also provide, at no cost to the Company, a suitable trench, perform the backfilling and any landscape, pavement or other similar repairs and install Company provided conduit according to Company specifications. When requested by the Applicant and approved by the Company, the Company may supply the trench and conduit and the Applicant shall pay for this work based on a specific cost estimate. Should paving, grass, landscaping or sprinkler systems need repair or replacement during construction, the Applicant shall be responsible for restoring the paving, grass, landscaping or sprinkler systems to the original condition.

6.5.4 Contribution by Applicant

a) The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:

Applicant's  
Contribution

1. Where the Company provides an underground service lateral \$759.03

b) The charge per service lateral replacing an existing Company-owned overhead service for any density shall be:

1. Where the service is from an overhead system: \$921.12

2. Where the service is from an underground system: \$1,193.05

c) The charge per service lateral replacing an existing Customer-owned underground service lateral from an overhead system for any density shall be:

\$549.42

d) The charge per service lateral replacing an existing Customer-owned underground service lateral from an underground system for any density shall be:

\$320.35

The above charges include conversion of the service lateral from the last Company pole to the meter location. Removal of any other facilities such as poles, down guys, spans of secondary, etc. will be charged based on specific cost estimates for the requested additional work.

**6.6 UNDERGROUND DISTRIBUTION TO MULTIPLE-OCCUPANCY RESIDENTIAL BUILDINGS**

6.6.1 Availability

After receipt of proper application and compliance by the Applicant with applicable Company rules and procedures, the Company will install underground distribution facilities within that tract of land upon which multiple-occupancy residential buildings containing five (5) or more separate dwelling units will be constructed.

6.6.2 Contribution by Applicant

When feeder mains on tracts of land upon which multiple-occupancy buildings will be constructed are deemed necessary by the Company to provide and/or maintain adequate service, an underground installation is requested by the Applicant, or required by a governmental agency having the authority so to do, the Applicant shall contribute the differential costs provided in Section 6.3.2.b) and 6.3.3.c). Service for new multiple-occupancy residential buildings will be constructed underground within the property to be

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.27  
Canceling Ninth Revised Sheet No. 4.27

served to the point of delivery at or near the building by the Company at no charge to the Applicant (other than feeder mains), provided the Company is free to construct its service extension or extensions in the most economical manner and reasonably full use is made of the tract of land upon which the multiple-occupancy buildings will be constructed. Other conditions will require special arrangements.

6.6.3 Responsibility of Applicant

The Applicant shall, at no cost to the Company:

- a) Furnish details and specifications of the proposed building or complex of buildings. The Company will use these in the design of the electric distribution facilities required to render service.
- b) Where the Company determines that transformers are to be located outside the building, the Applicant shall provide in accordance with Company specifications:
  - 1) The space for padmounted equipment at or near the building, and protective devices for such equipment, if required.
  - 2) The service entrance conductors and raceway from the Applicant's service equipment to the point of delivery designated by the Company at or near the building.
  - 3) Conduits underneath all buildings when required for the Company's supply cables. Such conduits shall extend five feet beyond the edge of the buildings for joining to the Company's facilities.
- c) Provide proper easements, including the right of ingress and egress for the installation, operation and maintenance of the Company's facilities.
- d) Ensure that the metering enclosures are appropriately marked with the same alphabetic or numeric designation used to identify the service address. Such markings shall be of a permanent nature.

6.6.4 Responsibility of the Company

The Company will:

- a) Provide the Applicant with the Company's plans to supply the proposed building or complex of buildings, and specifications for the facilities to be provided by the Applicant.
- b) Furnish and install the primary or secondary conductors from existing or proposed facilities adjoining the property to the point of delivery, together with the ducts, if required, outside the building.
- c) Furnish and install the necessary transformers and associated equipment located outside the building.
- d) Be solely responsible for the installation, operation and maintenance of all of its facilities.

6.6.5 Service Voltages

The Company will supply service at one of the several secondary voltages available as mutually agreed upon between the Applicant and the Company.

6.6.6 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be a type and manufacture approved by the Company.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.27.1  
Canceling Ninth Revised Sheet No. 4.27.1

**6.7 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION**

This section of the tariff applies to either requests for new or upgraded facilities, or requests to convert overhead electric distribution facilities. Nothing herein shall alter the charges or provisions outlined in sections 6.3, 6.4, 6.5, or 6.6 of this tariff.

6.7.1 Definitions

Applicant – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

Conversion – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.7.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 6.3, 6.4, .5, 6.6, and 6.8 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request the Company will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

6.7.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Agreement for Underground Electric Construction by the Utility. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Agreement for Underground Electric Construction by the Utility and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The charge to be paid by the Applicant for underground facilities pursuant to the contractual agreement shall be determined as follows:

CIAC =

- + Construction costs for the underground distribution facilities, including the underground service lateral(s) to the meter(s) of the customer(s)
- + The net present value of the operating cost over the expected life of the underground facilities;
- The estimated construction cost to build new overhead facilities including the service drop(s) to the meter(s) of the customer(s)
- The net present value of the operating cost over the expected life of the overhead facilities.

6.7.4 Non-Refundable Deposits

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.27.1.1  
Canceling Ninth Revised Sheet No. 4.27.1.1

(continue from 4.27.1)

If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

|                     |                                    |
|---------------------|------------------------------------|
| Urban Commercial    | \$5,227 per overhead primary mile  |
| Urban Residential   | \$8,510 per overhead primary mile  |
| Rural Residential   | \$6,905 per overhead primary mile  |
| 210 Lot Subdivision | \$6,550 per overhead primary mile  |
| 176 Lot Subdivision | \$11,452 per overhead primary mile |

6.7.5 Non-Binding Cost Estimates

An Applicant may obtain a non-binding estimate of the charges the Applicant would be obligated to pay in order for the Company to provide underground distribution facilities. This non-binding estimate will be provided to the Applicant without any charge or fee upon completion of the Application for Underground Cost Estimate set forth in Standard Contract Forms.

6.7.6 Underground Distribution Facilities Installation Agreement

Any Applicant seeking the installation of underground distribution facilities shall execute the Application for Underground Cost Estimate in Standard Contract Forms. The Agreement must be executed and the CIAC paid by the Applicant within 180 days of the delivery of the binding cost estimate to the Applicant. Failure to execute the Agreement and pay the CIAC specified in the agreement within the 180-day time limit, or termination of the Agreement, shall result in the expiration of the binding cost estimate. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause the Company may extend the 180-day time limit. Upon execution of the Application for Underground Cost Estimate in Standard Contract Forms, payment in full of the CIAC specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner.

6.7.7 Easements

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

6.7.8 Early Notification and Coordination

In order for the Company to provide service when requested, it is necessary that the Applicant notify the Company during the early stages of major project planning. In matters requiring new service extensions close coordination is necessary throughout the planning and construction stages by the Company, the architect, the builder, the subcontractors and the consulting engineer to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant being responsible for any additional costs incurred by the Company as a result of said failure.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Tenth Revised Sheet No. 4.27.2  
Canceling Ninth Revised Sheet No. 4.27.2

(continue from 4.27.1.1)

6.7.9 Changes to Plans, Layout or Grade

The Applicant shall pay for any additional costs incurred by the Company due to changes in the development layout or final grade made by the Applicant subsequent to the development layout or final grade information supplied to the Company for the preparation of the binding cost estimate.

6.7.10 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. Where construction is for the purpose of new service the Applicant shall provide accessible locations for meters when the design of a building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.7.11 Other Terms and Conditions

The Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities;
- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.7.12 Type of System Provided

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.7.13 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system. Furthermore, the deficiencies must be corrected in a timely manner or the Company shall perform the construction using overhead facilities and the Applicant will be responsible for paying the cost of installing the overhead facilities and the cost of their removal before the corrected underground facilities will be connected.

6.7.14 Meter Sockets and Service Entrance Facilities

The Applicant shall install service entrance facilities including meter sockets or suitable facilities for installation of the Company's meters at a location suitable to the Company. Meter sockets or facilities for installation of the Company's meters shall be of a type and manufacture approved by the Company.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Twelfth Revised Sheet No. 4.28  
Canceling Eleventh Revised Sheet No. 4.28

**6.8 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR THE CONVERSION OF OVERHEAD ELECTRIC DISTRIBUTION FACILITIES**

6.8.1 Definitions

Applicant – Any person, corporation, or entity capable of complying with the requirements of this tariff that has made a written request for underground electric distribution facilities in accordance with this tariff.

Conversion – Any installation of underground electric distribution facilities where the underground facilities will be substituted for existing overhead electric distribution facilities, including relocations.

Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers, and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

6.8.2 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will be substituted for existing overhead electric distribution facilities. Any person, corporation, or entity capable of complying with the requirements of this tariff may submit a request as follows. Requests shall be in writing and must specify in detail the overhead electric distribution facilities to be converted or the area to be served by underground electric distribution facilities in lieu of presently existing overhead electric distribution facilities serving said area. Upon receipt of a written request, the Company will determine the feasibility of converting the existing facilities, any necessary revisions to this written request, and the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. In addition, in order for the Company to take action pursuant to a request for conversion:

- (1) the conversion area must be at least two contiguous city blocks or 1,000 feet in length;
- (2) all electric services on both sides of the existing overhead primary lines must be part of the conversion;
- and
- (3) all other existing overhead utility facilities (e.g. telephone, CATV, etc.) must also be converted to underground facilities.

6.8.3 Contribution-In-Aid-of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, the Company shall prepare a binding cost estimate specifying the contribution in aid of construction (CIAC) required for the installation of the requested underground distribution facilities, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Application for Underground Service in an Overhead Area. The CIAC amount to be collected pursuant to a binding cost estimate from an Applicant shall not be increased by more than 10 percent of the binding cost estimate to account for actual costs incurred in excess of the binding cost estimate. However, the CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Application for Underground Service in an Overhead Area. and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by the Company.

The CIAC to be paid by an Applicant under this section of the tariff shall be the result of the following formula:

CIAC =

- + The estimated cost to install the requested underground facilities;
- + The estimated cost to remove the existing overhead facilities;
- + The net book value of the existing overhead facilities;
- The estimated cost that would be incurred to install new overhead facilities, in lieu of underground, to replace the existing overhead facilities
- The estimated salvage value of the existing overhead facilities to be removed
- + The 30-year net present value of the estimated underground versus overhead operational costs differential

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Twelfth Revised Sheet No. 4.28.1  
Canceling Eleventh Revised Sheet No. 4.28.1

(continue from 4.28)

**6.8.4 Non-Refundable Deposits**

A deposit must be paid to the Company, along with a completed copy of Application for Underground Cost Estimate in Standard Contract Forms to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Agreement for Underground Electric Construction by the Utility. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply. Otherwise, the non-refundable deposit for a binding cost estimate, which approximates the engineering costs for underground facilities associated with preparing the requested estimate, shall be calculated as follows:

Conversion

|                     |                                    |
|---------------------|------------------------------------|
| Urban Commercial    | \$5,227 per overhead primary mile  |
| Urban Residential   | \$8,510 per overhead primary mile  |
| Rural Residential   | \$6,905 per overhead primary mile  |
| 210 Lot Subdivision | \$6,550 per overhead primary mile  |
| 176 Lot Subdivision | \$11,452 per overhead primary mile |

**6.8.5 Non-Binding Cost Estimates**

Any person, corporation, or entity may request a non-binding cost estimate free of charge. The non-binding cost estimate shall be an order of magnitude estimate to assist the requestor in determining whether to go forward with a binding cost estimate. An Underground Facilities Conversion Agreement may not be executed on the basis of a non-binding cost estimate.

**6.8.6 Underground Facilities Conversion Agreement**

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards set forth in Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by the Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, the Company shall proceed to install the facilities identified in a timely manner. However, new service extensions, maintenance and reliability projects, and service restorations shall take precedence over facilities conversions.

**6.8.7 Simultaneous Conversion of Other Pole Licensees**

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

**6.8.8 Easements**

Before the initiation of any project to provide underground electric distribution facilities pursuant to an Agreement for Underground Electric Construction by the Utility, the Applicant shall provide to the Company and record, at no cost to the Company, all easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, specified as necessary by the Company to accommodate the requested underground facilities along with an opinion of title that the easements are valid. Failure to provide the easements in the manner set forth

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020



**GULF POWER COMPANY**

Section No. IV  
Thirteenth Revised Sheet No. 4.28.1.1  
Canceling Twelfth Revised Sheet No. 4.28.1.1

(continue from 4.28.1)

above within 180 days after delivery of the binding cost estimate to the Applicant shall result in the expiration of the binding cost estimate, the return of any CIAC paid, and the termination of any Agreement for Underground Electric Construction by the Utility entered into between the Applicant and the Company. Before the Company will commence construction, those rights of way and easements, contained within the boundaries of a development for which the underground electric distribution facilities are to be installed for new service, shall be staked to show property corners, transformer locations, and survey control points, graded to within six inches of final grade, with soil stabilized, and also staked to show the final grade along the easement.

**6.8.9 Affected Customer Services**

The Applicant shall be responsible for the costs associated with any modifications to the service facilities of customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion. The Applicant shall be responsible for arranging the conversion of affected residential overhead customer service facilities by providing, at no cost to the Company:

- a) any necessary rearranging of the customer's existing electric service entrance facilities to accommodate an underground service lateral through the use of a licensed electrical contractor, in accordance with all local ordinances, codes, and Company specifications; and
- b) a suitable trench, install Company provided conduit according to Company specifications to a point designated by the Company, and perform the backfilling and any landscape, pavement or other similar repairs

The Company shall be responsible for the installation of the service lateral cable, the cost of which shall be included in the Applicant's binding cost estimate. In the event a customer does not allow the Applicant to convert the customer's affected overhead services, or the Applicant fails to comply with the above requirements in a timely manner consistent with the Company's conversion construction schedule, then the Applicant shall pay the Company, in addition to the CIAC specified in the binding cost estimate, the costs associated with maintaining service to said customer through an overhead service drop. The cost for maintaining an overhead service drop from an underground system shall be:

- a) the sum of \$759.03 for residential dwellings containing less than five individual units; or,
- b) the estimated cost to maintain service for residential dwellings containing five or more units.

For existing residential underground service laterals affected by a conversion the Applicant shall be responsible for the trenching, backfilling and any landscape, pavement or other similar repairs and installation of Company provided conduit, according to Company specifications, necessary to bring existing underground service laterals of affected customers to a Company designated pedestal or transformer. The Company will install the necessary cable, the cost of which shall be included in the binding cost estimate. However, in the event that a customer owned service lateral fails on connection to the underground distribution system the customer will be responsible for the replacement of their service lateral or compliance with Part 6.5 of the Company's tariff.

The Applicant's responsibilities for modifications to the service facilities of non-residential customers affected by the conversion of the Company's distribution facilities which are made necessary as a result of the conversion will be specified in an attachment to any Application for Underground Service in an Overhead Area.

**6.8.10 Other Terms and Conditions**

The Applicant agrees to the following:

- a) The Applicant shall be responsible for all restoration of, repair of, or compensation for, property affected, damaged, or destroyed, to accommodate the installation of underground distribution facilities and the remove of the Company's overhead distribution facilities;

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
Twelfth Revised Sheet No. 4.28.1.2  
Canceling Eleventh Revised Sheet No. 4.28.1.2

(continue from 4.28.1.1)

- b) The Applicant shall indemnify the Company from any claim, suit, or other proceeding, which seeks the restoration of, or repair of, or compensation for, property affected, damaged, or destroyed, to remove existing facilities or to accommodate the installation of underground distribution facilities arising from or brought as a result of the installation of underground distribution facilities;
- c) The Applicant shall clear easements provided to the Company of trees, tree stumps and other obstructions that conflict with construction or installation of underground distribution facilities in a timely manner consistent with the Company's construction schedule.

6.8.1 Type of System Provided

An underground distribution system will be provided in accordance with the Company's current design and construction standards.

6.8.2 Design and Ownership

The Company will design, install, own, and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service. The Applicant may, subject to a contractual agreement with the Company, construct and install all or a portion of the underground distribution facilities provided that:

- a) such work meets the Company's construction standards;
- b) the Company will own and maintain the completed distribution facilities;
- c) the construction and installation of underground distribution facilities by the Applicant is not expected to cause the general body of ratepayers to incur greater costs;
- d) the Applicant agrees to pay Company's current applicable hourly rate for engineering personnel for all time spent reviewing and inspecting the Applicants work done; and
- e) the Applicant agrees to rectify any deficiencies found by the Company prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to the Company's distribution system.

6.8.3 Relocation

Where underground electric facilities are requested as part of, or for the purpose of, relocation, the requirements of this tariff shall apply. As applicable, the company's Application for Underground Service in an Overhead Area (form 10, under Standard Contract forms) shall be executed as an addendum to the relocation agreement between the Company and the Applicant. In the event of any conflict between the relocation agreement and this tariff, the tariff shall control. Furthermore, where the regulations of the Federal or State Department of Transportation (DOT) prevent pre-payment of deposits and other conversion costs, the Federal or State DOT may pay the CIAC after the work has been performed.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
Original Sheet No. 4.28.2

**6.9 UNDERGROUND DISTRIBUTION FACILITIES TO SMALL COMMERCIAL/INDUSTRIAL CUSTOMERS**

6.9.1 Application

This tariff section applies to all requests for Underground Service Facilities made by small commercial/industrial Applicants for new service as is specified below:

- a) Must be a new commercial/industrial installation served by transformer sizes of 100 KVA or less for single or two phase and 300 KVA or less for three phase; and
- b) Must be installed on the Applicant's property beginning at a point along the Applicant's property line and terminating at the Company's designated point of delivery.

The application of this tariff is in addition to and supplements the Company's other rules regarding extensions of facilities for service. An additional contribution-in-aid-of-construction may be required by those rules for extensions or installations of facilities necessary to accommodate a request for Underground Service Facilities made under this section.

6.9.2 Early Notification and Coordination

In order for the Company to provide service when required, it is necessary that the Applicant notify the Company during the early stages of planning major projects. It is the Applicant's responsibility to insure that close cooperation is maintained with the Company throughout the planning and construction stages by the architect, the builder, and the consulting engineers to avoid delays and additional expense. Particular attention must be given to the scheduling of the construction of paved areas and the various subgrade installations of the several utilities. Failure of the Applicant to provide such notification and coordination shall result in the Applicant paying any additional costs incurred by the Company.

Any Applicant seeking the installation of underground distribution facilities pursuant to a written request hereunder shall execute the Agreement for Underground Construction Standards under Standard Contract Forms. Failure to execute said agreement within 180 days after the delivery by Gulf Power Company of a binding cost estimate shall result in forfeiture of the deposit made. Any subsequent request for underground facilities will require the payment of a new deposit and the presentation of a new binding cost estimate. For good cause Gulf may extend the 180-day time limit. Upon execution of the Agreement for Underground Construction Standards, payment in full of the differential cost specified in the binding cost estimate, and compliance with the requirements of this tariff, Gulf shall proceed to install the facilities identified in a timely manner.

As a condition precedent to the conversion of any overhead distribution facilities, the Company may require that the Applicant obtain executed agreements with all affected pole licensees (e.g. telephone, cable TV, etc.) for the simultaneous conversion of those pole licensees' facilities and provide Gulf with a copy of the Agreement(s). Such agreements shall specifically acknowledge that the affected pole licensee will coordinate the conversion with Gulf and other licensees in a timely manner so as to not create unnecessary delays. Failure to present to Gulf Power Company executed copies of any necessary agreements with affected pole licensees within 180 days after delivery of the binding cost agreement to the Applicant shall result in forfeiture of the deposit paid for the binding cost estimate, the return of any differential cost paid for the binding cost estimate, the return of any differential cost paid less any actual cost incurred, and the termination of any Agreement For Underground Construction Standards entered into between the Applicant and Gulf Power Company.

6.9.3 Changes to Plans

The Applicant shall pay for all additional costs imposed on the Company by the Applicant including, but not limited to, engineering design, administration and relocation expenses, due to changes made subsequent to the agreement in the subdivision layout or final grade.

6.9.4 Type of System Provided

The costs quoted in these rules are for underground distribution primary/secondary conductors in direct buried conduit with above-grade appurtenances of standard Company design, excluding throwover service. Throwover service availability and its cost are determined by the Company on an individual basis. Unless otherwise stated, service will be provided at single or two- phase 120/240 volts or, where available, three phase 120/208 volts or 277/480 volts.

6.9.5 Design and Ownership

The Company will design, install, own and maintain the electric distribution facilities up to the designated point of delivery except as otherwise noted. Any payment made by the Applicant under the provisions of these Rules will not convey to the Applicant any rights of ownership or right to specify Company facilities utilized to provide service.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:** August 6, 2020

**GULF POWER COMPANY**

Section No. IV  
First Revised Sheet No. 4.28.3  
Canceling Original Sheet No. 4.28.3

6.9.6 Rights of Way and Easements

The Applicant shall record and furnish satisfactory rights of way and easements, including legal descriptions of such easements and all survey work associated with producing legal descriptions of such easements, as required by and at no cost to the Company prior to the Company initiating construction. Before the Company will start construction, these rights of way and easements must be cleared by the Applicant of trees, tree stumps and other obstructions that conflict with construction, staked to show property corners and survey control points, and graded to within six inches of final grade, with soil stabilized. In addition, the Applicant shall provide stakes showing final grade along the easement. Such clearing and grading must be maintained by the Applicant during construction by the utility. Should paving, grass, landscaping, or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching, backfilling, and restoring the paving, grass, landscaping, and sprinkler systems to their original condition.

6.9.7 Contribution and Credits

The Applicant shall pay the required contribution upon receipt of written notification from the Company. No utility construction shall commence prior to execution of the Agreement for Underground Construction Standards (Form 9, under Standard Contract forms) and payment in full of the entire contribution. Where, by mutual agreement, the Applicant performs any of the work normally performed by the Company, the Applicant shall receive a credit for such work in accordance with the credit amounts contained herein, provided that the work is in accordance with Company specifications. Such credits shall not exceed the total differential costs. The credit will be granted after the work has been inspected by the Company and, in the case of Applicant-installed conduit, after the Company pulls all applicable conductors.

6.9.8 Location of Distribution Facilities

Underground distribution facilities will be located, as determined by the Company, to maximize their accessibility for maintenance and operation. The Applicant shall provide accessible locations for meters and transformers when the design of a commercial/industrial building or its appurtenances limit perpetual accessibility for reading, testing, or making necessary repairs and adjustments.

6.9.9 Special Conditions

The costs quoted in these rules are based on conditions which permit employment of rapid construction techniques. The Applicant shall be responsible for necessary additional hand digging expenses other than what is normally provided by the Company. The Applicant is responsible for clearing, compacting, stump removal, paving, and addressing other special conditions. Should paving, grass, landscaping or sprinkler systems be installed prior to the construction of the underground distribution facilities, the Applicant shall pay the added costs of trenching and backfilling and be responsible for restoration of property damaged to accommodate the installation of underground facilities.

6.9.10 Point of Delivery

The point of delivery shall be determined by the Company, but normally will be at or near the part of the building nearest the point at which the Company's electric supply is available to the property. When a location for a point of delivery different from that designated by the Company is requested by the Applicant and approved by the Company, the Applicant shall pay the estimated full cost of the primary/secondary lateral length, including labor and materials, required in excess of that which would have been needed to reach the Company's designated point of delivery. Any point of delivery change requested by the Applicant shall conform to good safety and construction practices as determined by the Company. Laterals shall be installed, where possible, in a direct line to the point of delivery.

6.9.11 Location of Meter and Raceway

The Applicant shall install a meter trough at the point designated by the Company and a raceway to accept the service lateral conductors if needed. Both will be installed in accordance with the Company's specifications.

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
First Revised Sheet No. 4.28.4  
Canceling Original Sheet No. 4.28.4

**6.9.12 Contribution by Applicant**

The Applicant shall pay the Company the average differential cost between installing overhead and underground distribution facilities based on the following:

a) Primary lateral, riser (if from overhead termination point), pad mounted transformer and trench with cable-in-conduit not to exceed 150 feet in radials and 300 feet in loops.

|                                 | <u>Applicant's Contribution</u>            |                                                            |
|---------------------------------|--------------------------------------------|------------------------------------------------------------|
|                                 | <u>From Overhead<br/>Termination Point</u> | <u>From Existing<br/>Underground<br/>Termination Point</u> |
| 1) Single phase radial          | \$1,990.53                                 | \$291.78                                                   |
| 2) Two phase radial             | \$3,753.40                                 | \$206.21                                                   |
| 3) Three phase radial (150 KVA) | \$4,242.70                                 | \$869.61                                                   |
| 4) Three phase radial (300 KVA) | \$5,038.41                                 | \$1,665.33                                                 |
| 5) Single phase loop            | \$1,264.41                                 | \$0                                                        |
| 6) Two phase loop               | \$3,771.04                                 | \$526.26                                                   |
| 7) Three phase loop (150 KVA)   | \$5,136.21                                 | \$1,763.10                                                 |
| 8) Three phase loop (300 KVA)   | \$4,689.51                                 | \$808.63                                                   |

b) Secondary riser and lateral, excluding pedestal or junction box, with connection to Applicant's service cables no greater than 20 feet from Company riser pole.

|                       |            |
|-----------------------|------------|
| 1) Small single phase | \$534.50   |
| 2) Large single phase | \$1,158.67 |
| 3) Small three phase  | \$728.35   |
| 4) Large three phase  | \$929.08   |

c) Company service cable installed in customer provided and customer installed 2" PVC (for main line switch size limited to 60 amps for 120V, 2 wire service, or 125 amps for 120/240v, 3 wire service) where customer's meter can is at least 5 feet and no more than 100 feet from the Company's pole.

|                                                        | <u>120v 60 amp<br/>2 wire service</u> | <u>120/240v 125 amp<br/>3 wire service</u> |
|--------------------------------------------------------|---------------------------------------|--------------------------------------------|
| 1) Installed on a wood pole - accessible locations     | \$578.93                              | \$794.31                                   |
| 2) Installed on a wood pole - inaccessible locations   | \$775.82                              | \$1,055.06                                 |
| 3) Installed on a concrete pole - accessible locations | \$698.22                              | \$866.16                                   |

d) Pedestal and Padmounted Secondary Junction Box, excluding connections.

|                                |            |
|--------------------------------|------------|
| 1) Pedestal                    |            |
| a. Small - per pedestal        | \$342.68   |
| b. Intermediate - per pedestal | \$377.60   |
| c. Large - per pedestal        | \$1,503.61 |

2) Pad Mounted Secondary Junction Box – per box \$3,168.69

3) Pad Mounted Secondary Junction Cabinet, used When electrical loads exceed the capacity of the secondary junction box (above) or when the number of the service conductors exceed the capacity of the pad mounted transformer. This charge is only applicable if the majority of the customer's service conductor diameter is less than 500 MCM.

Per cabinet (includes connecting up to 12 sets of conductor) \$3,009.58

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. IV  
First Revised Sheet No. 4.28.5  
Cancels Original Sheet No 4.28.5

Additional secondary conductors and service tap costs beyond first set will be determined on a case-by-case basis.

- a) Primary splice box including splices and cable pulling set-up.
  - 1) Single Phase - per box \$1,324.12
  - 2) Two Phase - per box \$3,880.70
  - 3) Three Phase - per box \$3,912.92
- b) Additional installation charge for underground primary laterals including trench and cable-in-conduit which exceed the limits set in 6.9.12 a).
  - 1) Single Phase - per foot \$3.66
  - 2) Two Phase - per foot \$6.35
  - 3) Three Phase - per foot \$9.46
- c) Additional installation charge for underground primary laterals including trench and cable-in-conduit extended beyond the Company designated point of delivery to a remote point of delivery.
  - 1) Single Phase - per foot \$9.33
  - 2) Two Phase - per foot \$13.58
  - 3) Three Phase - per foot \$18.44
- d) The above costs are based upon arrangements that will permit serving the local underground distribution system within the commercial/industrial development from overhead feeder mains. If feeder mains within the commercial/industrial development are deemed necessary by the company to provide and/or maintain adequate service and are required by the Applicant or a governmental agency to be installed underground, the Applicant shall pay the company the average differential cost between such underground feeder mains within the commercial/industrial development and equivalent overhead feeder mains, as determined by the Company in accordance with Paragraph 6.6.2.
- e) The Company will provide one standby/assistance appointment at no additional charge to the Applicant adding new or additional load to assist with installation of the Applicant's conductors and conduit(s) into a padmounted transformer, pedestal (not to exceed four hours in duration) during normal hours of operation. Additional appointments will be provided upon request, at the Applicant's expense.

**6.9.13 Contribution Adjustments**

Credits will be allowed to the Applicant's contribution listed in Section 6.9.12, where, by mutual agreement, the Applicant in accordance with Company instructions:

|                                                                                                                                 | <u>Credit to the Applicant's Contribution</u> |
|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| f) 1) Provides trenching and backfilling, and installs company-provided 2" conduit, credit per foot of primary trench:          | \$2.99                                        |
| 2) Provides trenching and backfilling, and installs company-provided conduit larger than 2", credit per foot of primary trench: | \$3.12                                        |
| b) 1) Purchases Company-specified conduit, credit per foot of 2" conduit:                                                       | \$0.45                                        |
| 2) Purchases Company-specified conduit, credit per foot of larger than 2" conduit:                                              | \$1.20                                        |
| c) 1) Installs a Company-provided primary splice box, credit per splice box:                                                    | \$150.26                                      |
| 2) Installs a Company-provided pedestal, credit per pedestal:                                                                   | \$116.02                                      |
| d) 1) Installs a Company-provided concrete pad for a pad-mounted transformer, credit per pad:                                   | \$139.58                                      |

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.29

PART VII  
GENERAL STANDARDS  
FOR  
SAFETY AND INTERCONNECTION OF  
COGENERATION AND SMALL POWER PRODUCTION FACILITIES  
TO THE ELECTRIC UTILITY SYSTEM

7.0 GENERAL

7.0.1 PURPOSE The purpose of these standards is to provide a fair and equitable method for Customers who have generators to interconnect with the Company and to promote the development and use of renewable resources in an economical manner. All interconnections are to comply with the statutes, ordinances, codes, rules and regulations of all Governmental units, bodies and agencies.

These guidelines include the minimum engineering, operating, and protective requirements for safe and reliable operation of both the Company's system and the Customer's system. These standards provide a uniform policy to be used, but the Company will review each interconnection separately for specific needs according to the particular set of conditions and situations involved in each case.

7.0.2 RESPONSIBILITY It will be the responsibility of the Customer requesting the interconnection to design and install an adequate protection and control system to meet:

- (a) The requirements of this policy;
- (b) All applicable electrical and safety standards and codes; and
- (c) The criteria of all licensing authorities.

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.30

7.0.3 REQUIREMENTS These standards include such items as:

- Personal safety
- Responsibility and Liability
- Protection and operation
- Quality of service
- Metering
- Cost Responsibility

If an installation fails to meet any requirement herein, the Company may refuse to connect or reconnect the installation. The Company reserves the right to alter the requirements herein by special agreement to ensure safe and acceptable operation of its distribution- system and service to other customers.

A Customer shall not operate electric generating equipment in parallel with the Company's electric system without the prior written consent of the Company.

7.0.4 APPLICATION FOR INTERCONNECTION Formal application for

interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

- (a) Physical layout awings, including dimensions;
- (b) All associated equipment specifications and characteristics including, but not limited to, technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;



**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.31

- (c) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which might be necessary to understand the proposed system and to be able to make a coordinated system;
- (d) Power requirements in watts and vars;
- (e) Expected radio-noise, harmonic generation and telephone interference factor;
- (f) Synchronizing methods; and
- (g) Operating/instruction manuals.

Any subsequent change in system also be submitted for review and written approval prior to actual modification.

The above mentioned review, recommendations and approval by the Company do not relieve the Customer from the complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

#### 7.1 PERSONNEL SAFETY

GENERAL The foremost concern is safety. It must be recognized that the Company's electrical system and the electrical system of the Customer will interact through interconnection of the Customer's generation system. Adequate protection and safe operational procedures must be followed by the joint system. The Customer shall be required

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.32

to furnish, install, operate and maintain in good order and repair, and be solely responsible for, without cost to the Company, all facilities required for the safe operation of the generation system in parallel with the Company's system.

The Customer shall permit the Company's employees to enter upon his property at any reasonable time for the purpose of inspecting and/or testing the Customer's equipment, facilities or apparatus. Such inspections shall not relieve the Customer from his obligation to maintain his equipment in safe and satisfactory operating condition. The Company's approval of isolating devices used by the Customer will be required in order to ensure that these will comply with the Company's switching and tagging procedure for safe working clearances.

- 7.1.2 DISCONNECT SWITCH A manual disconnecting switch, of the visible load break type, to provide a separation point between the Customer's generation system and the Company's system and be required. The Company will specify the location of the disconnect switch. The switch shall be mounted separate from the meter socket and shall be readily accessible to the Company and be capable of being locked in the open position with a Company padlock. The Company reserves the right to open the switch (i.e. isolating the Customer's generation system) without prior notice to the Customer.

**ISSUED BY:** E. L. Addison, President  
**EFFECTIVE:** January 29, 1982

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.33

Any of the following conditions shall be cause for disconnection:

- (a) Company system emergencies and/or maintenance requirements determined by the Company;
- (b) Hazardous conditions existing on the Customer's generating or protective equipment as determined by the Company;
- (c) Adverse effects of Customer's generation to the Company's other electric consumers and/or system as determined by the Company;
- (d) Failure of Customer to maintain any required insurance, or;
- (e) Failure of Customer to comply with any existing or future regulations, rules, orders or decisions of any governmental or regulatory authority having jurisdiction over the Customer's electric generating equipment or the operation of such equipment.

7.1.3 RESPONSIBILITY AND LIABILITY The Company shall be responsible for Company owned facilities. The Customer shall likewise be responsible for the Customer's entire system, ensuring adequate safeguards for other Customers, Company personnel and equipment and for the protection of his own generation system. The Customer shall indemnify and save the Company harmless from any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by, arising out of, or resulting from:

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.34

- (a) Any act or omission by the Customer, or Customer contractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;
- (b) Any defect in, failure of, or fault related to the Customer's generation system;
- (c) Customer's negligence or negligence of Customer's contractors, agents, servants and employees; or
- (d) Any other event or act that is the result of, or proximately caused by the Customer or the Customer's facilities.

7.1.4 INSURANCE It is understood and agreed that the Customer will deliver to the Company, at least fifteen days prior to the start of any interconnection work a certified copy or duplicate original of a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, jointly protecting and indemnifying the Customer and the Company, its officers, employees, and representatives against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the Customer, or caused by operation of any of the Customer's equipment or by the Customer's failure to maintain the Customer's equipment in satisfactory and safe operating condition.

**ISSUED BY:** E.L. Addison, President  
**EFFECTIVE:** January 29, 1982

**GULF POWER COMPANY**

Section IV  
First Revised Sheet No. 4.35  
Canceling Original Sheet No. 4.35

The policy providing such coverage shall provide public liability insurance, including property damage, in an amount not less than \$300,000 for each occurrence. More insurance may be required as deemed necessary by the Company. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company thirty days prior to the effective date of cancellation or material change in the policy.

The Customer agrees to pay all premiums and other charges due on said policy and keep said policy in force during the entire life of this contract.

**7.2 PROTECTION AND OPERATION**

7.2.1 GENERAL. The protection and operation of the interconnection between the Customer' generation system and the Company's distribution and transmission system depends on the size, type and location of the facility within the Company's electric system. It will be the responsibility of the Customer to provide all devices necessary to protect the Customer's equipment from damage by the abnormal conditions and operations which occur on the Company's system that result in interruptions and restorations of service by the Company's equipment and personnel.

The Customer shall protect its generator and associated equipment from:

- (a) Overvoltage;
- (b) Undervoltage;
- (c) Overload;

**GULF POWER COMPANY**

Section IV  
First Revised Sheet No. 4.36  
Canceling Original Sheet No. 4.36

- (d) Short circuits (including ground fault condition);
- (e) Open circuits;
- (f) Phase unbalance and reversal;
- (g) Over or under frequency condition;
- (h) Other injurious electrical conditions that may arise on the Company's system;  
and
- (i) Any reclose attempt by the Company.

The Company reserves the right to perform such tests as it deems necessary to ensure safe and efficient protection and operation of the Customer's facilities.

LOSS OF SOURCE The Customer shall provide, or the Company will provide at the Customer's expense, approved protective equipment necessary to immediately, completely, and autocratically disconnect the Customer-owned generation from the Company's system in the event of a fault on the Company's system, a fault on the Customer's system, or loss of source on the Company's system. Disconnection must be completed within the time specified by the Company in its standard operating procedure for its electric system for loss of source on the Company's system. This automatic disconnecting device may be of the manual or automatic reclose type and shall not be capable of reclosing until after service is restore by the Company. The type and size of the device shall be approved by the Company depending upon the installation. Adequate test data or technical proof that the device meets the above criteria must be supplied by the Customer to the Company.

ISSUED BY: E.L. Addison, President,  
EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982

**GULF POWER COMPANY**

Section IV  
First Revised Sheet No. 4.37  
Canceling Original Sheet No. 4.37

The Company will endeavor to approve a device that will perform above the functions at minimal capital and operating costs to the Customer.

7.2.2 COORDINATION AND SYNCHRONIZATION The Customer shall be responsible for coordination and synchronization of the Customer's equipment with the Company's electrical system, and assumes all responsibility for damage that may occur from improper coordination or synchronization of the generator with the Company's system. Details of frequency and voltage synchronization can be found in the Quality of Service section of these rules.

7.2.3 ELECTRICAL CHARACTERISTICS Single phase generator interconnections with the Company are permitted at power levels up to 20 KW. For power levels exceeding 20 KW, a three phase balanced interconnection will normally be required. For the purpose of calculating connected generation, 1 horsepower equals 1 kilowatt. The Customer shall interconnect with the Company at the voltage of the available distribution or transmission line of the Company for the locality of the interconnection, and shall utilize one of the standard connections (single phase, three phase, wye, delta).

The Company reserves the right to require a separate transformation and/or service for a Customer's generation system, at the Customer's expense. The Customer shall bond all neutrals of the Customer's system

ISSUED BY: E.L. Addison, President,  
EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982

GULF POWER COMPANY

Section IV  
First Revised Sheet No. 4 .38  
Canceling Original Sheet No. 4 .38

to the Company's neutral, and shall install a separate driven ground with a resistance value which should be determined by the Company and bond this ground to the Customer's system neutral.

7.2.4 EXCEPTIONS Customer generators having capacity ratings that can:

1. Produce power in excess of 1/2 of the minimum customer requirements of the interconnected distribution or transmission circuit;
  2. Produce power flows approaching or exceeding the thermal capacity of the connected Company distribution and transmission lines or transformers;
  3. Adversely affect the operation of the Company or other customer's voltage, frequency or overcurrent control and protection devices;
  4. Adversely affect the quality of service to other customers;
  5. Interconnect at voltage greater distribution voltages;
- will require more complex interconnection facilities as deemed necessary by the Company.

7.3 QUALITY OF SERVICE

7.3.1 GENERAL It is the policy of the Company to allow only those interconnections which can be achieved without reducing the quality of service to other customers and to disconnect such interconnections should unforeseen difficulties arise which impair quality of service.

ISSUED BY: E.L. Addison, President,  
EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982



**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.39

The Customer's generation system must be of sound engineering design, of quality workmanship, shall have safe and reliable operating characteristics, shall meet all applicable codes, and shall be approved by all Governmental authorities having jurisdiction. The system shall be designed or approved by a licensed and registered electrical engineer of the State of Florida. The Company reserves the right to perform such tests as it deems necessary to ensure the quality of service. The quality of the Customer's generated electricity shall meet the following minimum guidelines:

- 7.3.2 FREQUENCY The governor control on the prime mover shall be capable of maintaining the generator output frequency within limits for loads from no-load up to rated output. The limits for frequency shall be 60 hertz (cycles per second) plus or minus, an instantaneous variation of less than 1%.
- 7.3.3 VOLTAGE The regulator control shall be capable of maintaining the generator output voltage within limits for loads from no-loads up to rated output. The limits for voltage shall be the nominal operating voltage level, plus or minus 5%.
- 7.3.4 HARMONICS The output sine wave distortion shall be deemed acceptable when it does not have a higher content (root mean square) of harmonics than the Company's normal harmonic content at the interconnection point.

ISSUED BY: E.L. Addison, President  
EFFECTIVE: January 29, 1982

**GULF POWER COMPANY**

Section IV  
Original Sheet No. 4.40

- 7.3.5 POWER FACTOR The Customer's generation system shall be designed, operated and controlled to provide reactive power requirements from 0.85 lagging to 0.85 leading power factor. Induction generators shall have static capacitors that provide at least 85% of the magnetizing current requirements of the induction generator field. (Capacitors shall not be so large as to permit self-excitation of Customer's generator field).
- 7.3.6 DC GENERATORS Direct current generators may be operated in parallel with the Company's system through a synchronous inverter. The inverter must meet all criteria in these rules.

**7.4 METERING**

The actual metering equipment required, its voltage rating, number of phases, size, current transformers, potential transformers, number of inputs and associated memory is dependent on the type, size and location of the electric service provided. In situations where power may flow both in and out of the Customer's system, power flowing into the Customer's system will be measured separately from power flowing out of the Customer's system.

The Company will provide, at no additional cost to the Customer, the metering equipment necessary to measure capacity and energy deliveries to the Customer. The Company will provide, at the Customer's expense, the necessary additional metering equipment to measure energy deliveries by the Customer to the Company.

ISSUED BY: E.L. Addison, President  
EFFECTIVE: January 29, 1982

**GULF POWER COMPANY**

Section No. IV  
First Revised Sheet No. 4.41  
Canceling Original Sheet No. 4.41

**7.5 COST RESPONSIBILITY**

The Customer is required to bear all costs associated with protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be required to provide normal service to the Customer if no cogeneration were involved. These costs shall be paid by the Customer to the Company for all material and labor that is required. The Company shall supply the Customer with a written cost estimate of all its required materials and labor prior to any work being done. The Company shall also provide project timing and feasibility information to the Customer. The cost of meters and metering equipment may be paid at the time of interconnection or through the monthly customer charge.

Billing and/or payment for cogenerated electricity shall be in accordance with tariffs or contracts (as applicable) filed with and accepted by the FPSC. All such tariffs and contracts shall comply with the guidelines set forth by the FPSC in accordance with the requirements of the Public Utility Regulatory Policies Act.

ISSUED BY: E. L. Addison, President  
EFFECTIVE: Bills Rendered for Meter Readings on and after December 15, 1982

| ~~List of Communities Served~~

~~Section No. V~~  
~~Second Revised Sheet No. 5.1~~  
~~Canceling First Revised Sheet No. 5.1~~

| PAGE | EFFECTIVE DATE |
|------|----------------|
|      | March 29, 2019 |

~~RESERVED FOR FUTURE USE~~

~~ISSUED BY: Charles S. Boyett~~

SECTION VI  
Rate Schedules

**GULF POWER COMPANY**

Section No. VI  
Thirty-Sixth Revised Sheet No. 6.1  
Canceling Thirty-Fifth Revised Sheet No. 6.1

| <u>Designation</u>                     | <u>URSC</u> | <u>Classification</u>                                                      | <u>Sheet No.</u> |
|----------------------------------------|-------------|----------------------------------------------------------------------------|------------------|
| RS                                     | RS          | Residential Service                                                        | 6.3              |
| GS                                     | GS          | General Service - Non-Demand                                               | 6.5              |
| GSD                                    | GSD         | General Service - Demand                                                   | 6.7              |
| LP                                     | GSLD        | Large Power Service                                                        | 6.10             |
| PX                                     | GSLD1       | Large High Load Factor Power Service                                       | 6.13             |
| OS SL, SL1M, SL2M<br>OL, OL1, OL2, LT1 |             | Outdoor Service                                                            | 6.16             |
| STORM                                  |             | Storm Restoration Recovery                                                 | 6.25             |
| SPP                                    |             | Cost Recovery Clause – Storm Protection Plan                               | 6.31             |
| BB                                     |             | Budget Billing (Optional Rider)                                            | 6.32             |
| CR                                     |             | Cost Recovery Clause - Fossil Fuel and Purchased Power                     | 6.34             |
| PPCC                                   |             | Purchased Power Capacity Cost Recovery Clause                              | 6.35             |
| ECR                                    |             | Environmental Cost Recovery Clause                                         | 6.36             |
| BA                                     |             | Billing Adjustments and Payment of Bills                                   | 6.37             |
| ECC                                    |             | Cost Recovery Clause - Energy Conservation                                 | 6.38             |
| FLAT-1                                 |             | Residential/Commercial Fixed Rate                                          | 6.39             |
| GSTOU                                  |             | General Service Time-of-Use Conservation (Optional)                        | 6.42             |
| LPT                                    | GSLDT       | Large Power Service - Time-of-Use Conservation (Optional)                  | 6.49             |
| PXT                                    | GSLDT1      | Large High Load Factor Power Service - Time-of-Use Conservation (Optional) | 6.53             |
| SBS                                    |             | Standby and Supplementary Service                                          | 6.57             |
| ISS                                    |             | Interruptible Standby Service                                              | 6.67             |

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VI  
Thirty-Sixth Revised Sheet No. 6.2  
Canceling Thirty-Fifth Revised Sheet No. 6.2

| <u>Designation</u> | <u>URSC</u> | <u>Classification</u>                                 | <u>Sheet No.</u> |
|--------------------|-------------|-------------------------------------------------------|------------------|
| RSVP               | RS1         | Residential Service Variable Pricing (Optional)       | 6.75             |
| SP                 |             | Surge Protection (Closed Schedule)                    | 6.79             |
| RTP                |             | Real Time Pricing (Closed Schedule)                   | 6.80             |
| CIS                |             | Commercial/Industrial Service (Optional Rider)        | 6.84             |
| BERS               |             | Building Energy Rating System (BERS)                  | 6.87             |
| MBFC               |             | Military Base Facilities Charge (Optional Rider)      | 6.91             |
| LBIR               |             | Large Business Incentive Rider (Optional Rider)       | 6.92             |
| MBIR               |             | Medium Business Incentive Rider (Optional Rider)      | 6.94             |
| SBIR               |             | Small Business Incentive Rider (Optional Rider)       | 6.96             |
| XLBIR              |             | Extra-Large Business Incentive Rider (Optional Rider) | 6.103            |
| CL                 |             | Curtailable Load (Optional Rider)                     | 6.105            |
| OSP                |             | Optional Supplemental Power Service (Optional Rider)  | 6.110            |
| EFEDR              |             | Existing Facility Economic Development Rider          | 6.113            |

**ISSUED BY:** Tiffany Cohen  
**EFFECTIVE:**



**GULF POWER COMPANY**

Section No. VI  
Thirty-Sixth Revised Sheet No. 6.3  
Canceling Thirty-Fifth Revised Sheet No. 6.3

**RATE SCHEDULE RS  
RESIDENTIAL SERVICE**

URSC: RS

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**AVAILABILITY:**

Available throughout the entire territory served by the Company.

**APPLICABILITY:**

Applicable for service used for domestic purposes at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities and to commonly-owned facilities in condominium and cooperative apartment buildings. Garages, pools, pumps, boat dock, etc., on the same premise as the dwelling unit are included if all such service is for personal use. Service provided hereunder shall not be shared with or resold to others.

**CHARACTER OF SERVICE:**

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

**RATES:**

|                |                |
|----------------|----------------|
| Base Charge:   | 82¢ per day    |
| Energy Charge: | 6.241¢ per kWh |

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Second Revised Sheet No. 6.4  
Canceling Twenty-First Revised Sheet No. 6.4

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>2 of 2 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule RS, Sheet No. 6.3)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Thirtieth Revised Sheet No. 6.5  
Canceling Twenty-Ninth Revised Sheet No. 6.5

**RATE SCHEDULE GS**

**GENERAL SERVICE – NON-DEMAND**

URSC: GS

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**AVAILABILITY:**

Available throughout the entire territory served by the Company.

**APPLICABILITY:**

Applicable for general lighting and power service covering the entire electrical requirements of any Customer with a demand of less than 25 kW except for service to which another Rate Schedule is applicable. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of three phase service.

**MONTHLY RATES:**

Base Charge: \$29.34  
Energy-Demand Charge: 5.910¢ per kWh

**MINIMUM MONTHLY BILLS:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Fifth Revised Sheet No. 6.6  
Canceling Twenty-Forth Revised Sheet No. 6.6

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>2 of 2 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule GS, Sheet No. 6.5)

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Ninth Revised Sheet No. 6.7  
Canceling Twenty-Eighth Revised Sheet No. 6.7

**RATE SCHEDULE GSD  
GENERAL SERVICE - DEMAND**

URSC: GSD

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 |                |

**AVAILABILITY:**

Available throughout the entire territory served by the Company.

**APPLICABILITY:**

Applicable for commercial, industrial, or institutional general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

**MONTHLY RATES:**

Base Charge: \$63.27  
Demand Charge: \$9.51 per kW of billing Demand  
Energy-Demand Charge: 2.427¢ per kWh

**MINIMUM MONTHLY BILLS:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Seventh Revised Sheet No. 6.8  
Canceling Twenty-Sixth Revised Sheet No. 6.8

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 |                |

(Continued from Rate Schedule GSD, Sheet No. 6.7)

**DETERMINATION OF BILLING DEMAND:**

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

**REACTIVE DEMAND CHARGE:**

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-six (36) cents per kW of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**TERM OF CONTRACT:**

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Second Revised Sheet No. 6.9  
Canceling Twenty-First Revised Sheet No. 6.9

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule GSD, Sheet No. 6.8)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY: Tiffany Cohen**

**GULF POWER COMPANY**

Section No. VI  
Thirty-Second Revised Sheet No. 6.10  
Canceling Thirty-First Revised Sheet No. 6.10

**RATE SCHEDULE LP  
LARGE POWER SERVICE**

URSC: GSLD

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>1 of 3 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

**AVAILABILITY:**

Available throughout the entire territory served by the transmission system of the Company.

**APPLICABILITY:**

Applicable for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

**MONTHLY RATES:**

|                |                                  |
|----------------|----------------------------------|
| Base Charge:   | \$364.90                         |
| Demand Charge: | \$17.05 per kW of billing Demand |
| Energy Charge: | 1.288¢ per kWh                   |

**MINIMUM MONTHLY BILLS:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be entered for less than the Base Charge plus the Demand Charge.

**ISSUED BY: Tiffany Cohen**



**GULF POWER COMPANY**

Section No. VI  
Fortieth Revised Sheet No. 6.11  
Canceling Thirtieth Revised Sheet No. 6.11

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>2 of 3 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

(Continued from Rate Schedule LP, Sheet No. 6.10)

**DETERMINATION OF BILLING DEMAND:**

The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during each service month.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of fifty (50) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of seventy-six (76) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Forth Revised Sheet No. 6.12  
Canceling Twenty-Third Revised Sheet No. 6.12

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule LP, Sheet No. 6.11)

**TERM OF CONTRACT:**

Service under this Rate Schedule shall be for a period of one or more years and thereafter from year to year until terminated by three (3) or more months' written notice by either party to the other.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

Section No. VI  
Twenty-Eighth Revised Sheet No. 6.13  
Canceling Twenty-Seventh Revised Sheet No. 6.13

**RATE SCHEDULE PX**

**LARGE HIGH LOAD FACTOR POWER SERVICE**

URSC: GSLD1

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>1 of 3 | <b>EFFECTIVE DATE</b> |
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**AVAILABILITY:**

Available throughout the entire territory served by the transmission system of the Company.

**APPLICABILITY:**

Applicable for three phase lighting and power service to any Customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point and shall be measured by a single meter.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

**MONTHLY RATES:**

|                |                                  |
|----------------|----------------------------------|
| Base Charge:   | \$1,473.71                       |
| Demand Charge: | \$21.50 per kW of billing demand |
| Energy Charge: | 0.790¢ per kWh                   |

**MINIMUM MONTHLY BILL:**

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus \$25.83 per kW of billing demand.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twelfth Revised Sheet No. 6.14  
Canceling Eleventh Revised Sheet No. 6.14

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 |                |

(Continued from Rate Schedule PX, Sheet No. 6.13)

**DETERMINATION OF BILLING DEMAND:**

The Customer's Billing Demand shall be the maximum measured kW demand integrated over any fifteen (15) minute interval during the current billing month, provided such demand shall not be less than 7500 kW.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of thirty-three (33) cents per month per kilowatt (kW) of the Customer's billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**TERM OF CONTRACT:**

Service under this Rate Schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Forty-Ninth Revised Sheet No. 6.15  
Canceling Forty-Eighth Revised Sheet No. 6.15

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>3 of 3 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule PX, Sheet No. 6.14)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Eighth Revised Sheet No. 6.16  
Canceling Twenty-Seventh Revised Sheet No. 6.16

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 1 of 12 |                |

**RATE SCHEDULE OS  
OUTDOOR SERVICE  
(CLOSED SCHEDULE)  
URSC: SL, OL, OL1, OL2**

**AVAILABILITY:**

Available throughout the entire territory served by the Company.

**OS-III STREET, ROADWAY, AND GENERAL AREA LIGHTING**

**APPLICABILITY:**

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under SL-1M Street Light Metered tariff.

**LIMITATION OF SERVICE:**

Company-owned fixtures will be mounted on Company-owned poles of the Company's distribution system. Customer-owned fixtures will be mounted on Customer-owned poles, of a standard type and design, permitting service and maintenance at no abnormal cost to the Company. Existing Company owned non-LED fixtures such as high-pressure sodium vapor (HPSV), mercury vapor or metal halide luminaires permitted in closed tariffs prior to January 1, 2022 will be considered legacy fixtures. Service will remain as lamp renewals and fixture replacement until such time when the Company decides to no longer make available. The Company will communicate a plan to replace non-LED fixtures with LED fixtures at current applicable rates.

Stand-by or resale service is not permitted hereunder.

**MONTHLY RATES:**

**High Pressure Sodium Vapor**

| Initial Lamp Rating (Lumen) | Desc.            | Lamp Wattage | Line Wattage | Est. kWh | Fixture Charge | Maint. Charge | Energy Charge | Total Charge |
|-----------------------------|------------------|--------------|--------------|----------|----------------|---------------|---------------|--------------|
|                             |                  |              |              | **       |                |               | ***           |              |
| 5400*                       | Open Bottom      | 70           | 84           | 29       | \$3.27         | \$1.76        | \$0.78        | \$5.81       |
| 8800*                       | Open Bottom      | 100          | 120          | 41       | \$2.82         | \$1.60        | \$1.11        | \$5.53       |
| 8800*                       | Open Bottom      | 100          | 120          | 41       | \$3.84         | \$1.86        | \$1.11        | \$6.81       |
| 8800                        | Acorn            | 100          | 120          | 41       | \$13.99        | \$4.70        | \$1.11        | \$19.80      |
| 8800                        | Colonial         | 100          | 120          | 41       | \$3.77         | \$1.84        | \$1.11        | \$6.72       |
| 8800                        | English Coach    | 100          | 120          | 41       | \$15.26        | \$5.04        | \$1.11        | \$21.41      |
| 8800                        | Destin Single    | 100          | 120          | 41       | \$26.28        | \$8.11        | \$1.11        | \$35.50      |
| 17600                       | Destin Double    | 200          | 240          | 82       | \$52.37        | \$15.62       | \$2.22        | \$70.21      |
| 5400*                       | Cobrahead        | 70           | 84           | 29       | \$4.60         | \$2.12        | \$0.78        | \$7.50       |
| 8800*                       | Cobrahead        | 100          | 120          | 41       | \$3.84         | \$1.86        | \$1.11        | \$6.81       |
| 20000*                      | Cobrahead        | 200          | 233          | 80       | \$5.30         | \$2.30        | \$2.16        | \$9.76       |
| 25000*                      | Cobrahead        | 250          | 292          | 100      | \$5.16         | \$2.26        | \$2.70        | \$10.12      |
| 46000*                      | Cobrahead        | 400          | 477          | 164      | \$5.43         | \$2.33        | \$4.43        | \$12.19      |
| 8800*                       | Cutoff Cobrahead | 100          | 120          | 41       | \$4.25         | \$1.98        | \$1.11        | \$7.34       |
| 25000*                      | Cutoff Cobrahead | 250          | 292          | 100      | \$5.22         | \$2.28        | \$2.70        | \$10.20      |
| 46000*                      | Cutoff Cobrahead | 400          | 477          | 164      | \$5.44         | \$2.33        | \$4.43        | \$12.20      |
| 25000*                      | Bracket Mount    | 250          | 292          | 100      | \$11.95        | \$4.15        | \$2.70        | \$18.80      |
| 25000*                      | Tenon Top CIS    | 250          | 292          | 100      | \$11.96        | \$4.15        | \$2.70        | \$18.81      |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Forty-First Revised Sheet No. 6.16.1  
Canceling Fortieth Revised Sheet No. 6.16.1

|                               |                       |
|-------------------------------|-----------------------|
| <b>PAGE</b><br><b>2 of 12</b> | <b>EFFECTIVE DATE</b> |
|-------------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.16)

**High Pressure Sodium Vapor (continued)**

| Initial Lamp Rating (Lumen) | Desc.         | Lamp Wattage | Line Wattage | Est. kWh | Fixture Charge | Maint. Charge | Energy Charge | Total Charge |
|-----------------------------|---------------|--------------|--------------|----------|----------------|---------------|---------------|--------------|
|                             |               |              |              | **       |                | ***           |               |              |
| 46000*                      | Bracket Mount | 400          | 468          | 161      | \$12.72        | \$4.35        | \$4.35        | \$21.42      |
| 20000*                      | Small ORL     | 200          | 233          | 80       | \$12.25        | \$4.21        | \$2.16        | \$18.62      |
| 25000*                      | Small ORL     | 250          | 292          | 100      | \$11.79        | \$4.10        | \$2.70        | \$18.59      |
| 46000*                      | Small ORL     | 400          | 477          | 164      | \$12.33        | \$4.24        | \$4.43        | \$21.00      |
| 20000*                      | Large ORL     | 200          | 233          | 80       | \$19.94        | \$6.35        | \$2.16        | \$28.45      |
| 46000*                      | Large ORL     | 400          | 477          | 164      | \$22.46        | \$7.06        | \$4.43        | \$33.95      |
| 46000*                      | Shoebox       | 400          | 477          | 164      | \$10.30        | \$3.68        | \$4.43        | \$18.41      |
| 16000*                      | Directional   | 150          | 197          | 68       | \$5.79         | \$2.39        | \$1.84        | \$10.02      |
| 20000*                      | Directional   | 200          | 233          | 80       | \$8.36         | \$3.16        | \$2.16        | \$13.68      |
| 46000*                      | Directional   | 400          | 477          | 164      | \$6.21         | \$2.55        | \$4.43        | \$13.19      |
| 125000*                     | Large Flood   | 1000         | 1105         | 379      | \$9.86         | \$3.76        | \$10.25       | \$23.87      |

**Metal Halide**

| Initial Lamp Rating (Lumen) | Desc.             | Lamp Wattage | Line Wattage | Est. kWh | Fixture Charge | Maint. Charge | Energy Charge | Total Charge |
|-----------------------------|-------------------|--------------|--------------|----------|----------------|---------------|---------------|--------------|
| 12000*                      | Acorn             | 175          | 210          | 72       | \$14.13        | \$5.89        | \$1.95        | \$21.97      |
| 12000*                      | Colonial          | 175          | 210          | 72       | \$3.91         | \$3.09        | \$1.95        | \$8.95       |
| 12000*                      | English Coach     | 175          | 210          | 72       | \$15.41        | \$6.26        | \$1.95        | \$23.62      |
| 12000*                      | Destin Single     | 175          | 210          | 72       | \$26.41        | \$9.30        | \$1.95        | \$37.66      |
| 24000*                      | Destin Double     | 350          | 420          | 144      | \$52.66        | \$17.44       | \$3.89        | \$73.99      |
| 32000*                      | Small Flood       | 400          | 476          | 163      | \$6.35         | \$2.72        | \$4.41        | \$13.48      |
| 32000*                      | Small Parking Lot | 400          | 476          | 163      | \$11.73        | \$4.22        | \$4.41        | \$20.36      |
| 100000*                     | Large Flood       | 1000         | 1100         | 378      | \$9.11         | \$5.40        | \$10.22       | \$24.73      |
| 100000*                     | Large Parking Lot | 1000         | 1100         | 378      | \$20.23        | \$7.50        | \$10.22       | \$37.95      |

**Metal Halide Pulse Start**

| Initial Lamp Rating (Lumen) | Desc.         | Lamp Wattage | Line Wattage | Est. kWh | Fixture Charge | Maint. Charge | Energy Charge | Total Charge |
|-----------------------------|---------------|--------------|--------------|----------|----------------|---------------|---------------|--------------|
| 13000*                      | Acorn         | 150          | 190          | 65       | \$16.03        | \$5.75        | \$1.76        | \$23.54      |
| 13000*                      | Colonial      | 150          | 190          | 65       | \$4.98         | \$2.70        | \$1.76        | \$9.44       |
| 13000*                      | English Coach | 150          | 190          | 65       | \$16.39        | \$5.85        | \$1.76        | \$24.00      |
| 13000*                      | Destin Single | 150          | 190          | 65       | \$34.75        | \$10.94       | \$1.76        | \$47.45      |
| 26000*                      | Destin Double | 300          | 380          | 130      | \$69.36        | \$21.05       | \$3.52        | \$93.93      |
| 33000*                      | Small Flood   | 350          | 400          | 137      | \$7.11         | \$3.48        | \$3.70        | \$14.29      |
| 33000*                      | Shoebox       | 350          | 400          | 137      | \$8.51         | \$3.87        | \$3.70        | \$16.08      |
| 68000*                      | Flood         | 750          | 840          | 288      | \$7.34         | \$5.84        | \$7.79        | \$20.97      |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Thirty-First Revised Sheet No. 6.17  
Canceling Thirtieth Revised Sheet No. 6.17

|                               |                       |
|-------------------------------|-----------------------|
| <b>PAGE</b><br><b>3 of 12</b> | <b>EFFECTIVE DATE</b> |
|-------------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.16.1)

**LED**

| Nominal<br>Delivered<br><u>Lumen</u> | <u>Desc.</u>   | <u>Lamp<br/>Wattage</u> | <u>Line<br/>Wattage</u> | <u>Est.<br/>kWh</u><br>** | <u>Fixture<br/>Charge</u> | <u>Maint.<br/>Charge</u> | <u>Energy<br/>Charge</u><br>*** | <u>Total<br/>Charge</u> |
|--------------------------------------|----------------|-------------------------|-------------------------|---------------------------|---------------------------|--------------------------|---------------------------------|-------------------------|
| 3776*                                | Acorn          | 75                      | 75                      | 26                        | \$18.81                   | \$9.66                   | \$0.70                          | \$29.17                 |
| 4440*                                | Street Light   | 72                      | 72                      | 25                        | \$14.60                   | \$4.96                   | \$0.68                          | \$20.24                 |
| 2820*                                | Acorn A5       | 56                      | 56                      | 19                        | \$27.06                   | \$8.32                   | \$0.51                          | \$35.89                 |
| 5100*                                | Cobrahead S2   | 73                      | 73                      | 25                        | \$6.40                    | \$4.15                   | \$0.68                          | \$11.23                 |
| 10200*                               | Cobrahead S3   | 135                     | 135                     | 46                        | \$7.88                    | \$4.79                   | \$1.24                          | \$13.91                 |
| 6320*                                | ATB071 S2/S3   | 71                      | 71                      | 24                        | \$7.99                    | \$5.41                   | \$0.65                          | \$14.05                 |
| 9200*                                | ATB1 105 S3    | 105                     | 105                     | 36                        | \$11.67                   | \$6.51                   | \$0.97                          | \$19.15                 |
| 23240*                               | ATB2 280 S4    | 280                     | 280                     | 96                        | \$13.20                   | \$7.56                   | \$2.60                          | \$23.36                 |
| 7200*                                | E132 A3        | 132                     | 132                     | 45                        | \$29.19                   | \$8.49                   | \$1.22                          | \$38.90                 |
| 9600*                                | E157 SAW       | 157                     | 157                     | 54                        | \$19.76                   | \$5.86                   | \$1.46                          | \$27.08                 |
| 7377*                                | WP9 A2/S2      | 140                     | 140                     | 48                        | \$44.40                   | \$14.63                  | \$1.30                          | \$60.33                 |
| 15228*                               | Destin Double  | 210                     | 210                     | 72                        | \$67.94                   | \$32.31                  | \$1.95                          | \$102.20                |
| 9336*                                | ATB0 108       | 108                     | 108                     | 37                        | \$7.39                    | \$4.78                   | \$1.00                          | \$13.17                 |
| 3640*                                | Colonial       | 45                      | 45                      | 15                        | \$7.94                    | \$5.07                   | \$0.41                          | \$13.42                 |
| 5032*                                | LG Colonial    | 72                      | 72                      | 25                        | \$9.99                    | \$5.96                   | \$0.68                          | \$16.63                 |
| 4204                                 | Security Lt    | 43                      | 43                      | 15                        | \$4.84                    | \$2.87                   | \$0.41                          | \$8.12                  |
| 5510                                 | Roadway 1      | 62                      | 62                      | 21                        | \$5.82                    | \$3.68                   | \$0.57                          | \$10.07                 |
| 32327                                | Galleon 6sq    | 315                     | 315                     | 108                       | \$20.99                   | \$11.04                  | \$2.92                          | \$34.95                 |
| 38230                                | Galleon 7sq    | 370                     | 370                     | 127                       | \$23.27                   | \$12.30                  | \$3.43                          | \$39.00                 |
| 53499                                | Galleon 10sq   | 528                     | 528                     | 181                       | \$32.18                   | \$16.46                  | \$4.89                          | \$53.53                 |
| 36000*                               | Flood 421 W    | 421                     | 421                     | 145                       | \$18.18                   | \$9.98                   | \$3.92                          | \$32.08                 |
| 5355                                 | Wildlife Cert  | 106                     | 106                     | 36                        | \$17.84                   | \$9.42                   | \$0.97                          | \$28.23                 |
| 8300                                 | Evolve Area    | 72                      | 72                      | 25                        | \$13.39                   | \$7.16                   | \$0.68                          | \$21.23                 |
| 8022                                 | ATB0 70        | 72                      | 72                      | 25                        | \$7.83                    | \$4.68                   | \$0.68                          | \$13.19                 |
| 11619                                | ATB0 100       | 104                     | 104                     | 36                        | \$8.40                    | \$4.92                   | \$0.97                          | \$14.29                 |
| 30979                                | ATB2 270       | 274                     | 274                     | 94                        | \$15.17                   | \$8.19                   | \$2.54                          | \$25.90                 |
| 9514                                 | Roadway 2      | 95                      | 95                      | 33                        | \$6.36                    | \$3.90                   | \$0.89                          | \$11.15                 |
| 15311                                | Roadway 3      | 149                     | 149                     | 51                        | \$8.77                    | \$5.01                   | \$1.38                          | \$15.16                 |
| 28557                                | Roadway 4      | 285                     | 285                     | 98                        | \$11.98                   | \$6.63                   | \$2.65                          | \$21.26                 |
| 5963                                 | Colonial Large | 72                      | 72                      | 25                        | \$9.32                    | \$5.23                   | \$0.68                          | \$15.23                 |
| 4339                                 | Colonial Small | 45                      | 45                      | 15                        | \$8.92                    | \$5.04                   | \$0.41                          | \$14.37                 |
| 8704                                 | Acorn A        | 81                      | 81                      | 28                        | \$19.69                   | \$9.77                   | \$0.76                          | \$30.22                 |
| 7026                                 | Destin I       | 99                      | 99                      | 34                        | \$33.09                   | \$15.62                  | \$0.92                          | \$49.63                 |
| 37400                                | Flood Large    | 297                     | 297                     | 102                       | \$17.46                   | \$8.64                   | \$2.76                          | \$28.86                 |
| 28700                                | Flood Medium   | 218                     | 218                     | 75                        | \$14.90                   | \$7.52                   | \$2.03                          | \$24.45                 |
| 18600                                | Flood Small    | 150                     | 150                     | 52                        | \$12.85                   | \$6.49                   | \$1.41                          | \$20.75                 |

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.17.1

|                               |                       |
|-------------------------------|-----------------------|
| <b>PAGE</b><br><b>4 of 12</b> | <b>EFFECTIVE DATE</b> |
|-------------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.16.1)

| <u>Nominal<br/>Delivered<br/>Lumen</u> | <u>Desc.</u>                      | <u>Lamp<br/>Wattage</u> | <u>Line<br/>Wattage</u> | <u>Est.<br/>kWh</u> | <u>Fixture<br/>Charge</u> | <u>Maint.<br/>Charge</u> | <u>Energy<br/>Charge</u> | <u>Total<br/>Charge</u> |
|----------------------------------------|-----------------------------------|-------------------------|-------------------------|---------------------|---------------------------|--------------------------|--------------------------|-------------------------|
|                                        |                                   |                         |                         | **                  |                           |                          | ***                      |                         |
| 23,588                                 | ATB2 210                          | 208                     | 208                     | 71                  | \$13.09                   | \$7.22                   | \$1.92                   | \$22.23                 |
| 8,575                                  | Destin                            | 77                      | 77                      | 26                  | \$25.27                   | \$12.25                  | \$0.70                   | \$38.22                 |
| 1,958                                  | Destin Wildlife                   | 56                      | 56                      | 19                  | \$28.08                   | \$13.40                  | \$0.51                   | \$41.99                 |
| 8,212                                  | AEL Roadway ATBS 3K               | 76                      | 76                      | 26                  | \$4.01                    | \$3.16                   | \$0.70                   | \$7.87                  |
| 8,653                                  | AEL Roadway ATBS 4K               | 76                      | 76                      | 26                  | \$4.01                    | \$3.16                   | \$0.70                   | \$7.87                  |
| 5,300                                  | Cree RSW Amber - XL               | 144                     | 144                     | 49                  | \$11.31                   | \$6.43                   | \$1.32                   | \$19.06                 |
| 3,715                                  | Cree RSW Amber - Large            | 92                      | 92                      | 32                  | \$8.25                    | \$5.09                   | \$0.87                   | \$14.21                 |
| 7,300                                  | EPTC                              | 65                      | 65                      | 22                  | \$13.19                   | \$6.79                   | \$0.59                   | \$20.57                 |
| 3,358                                  | Cont American Elect 3K            | 38                      | 38                      | 13                  | \$5.53                    | \$3.56                   | \$0.35                   | \$9.44                  |
| 3,615                                  | Cont American Elect 4K            | 38                      | 38                      | 13                  | \$5.53                    | \$3.56                   | \$0.35                   | \$9.44                  |
| 16,593                                 | Acuity AEL ATB2 Gray              | 133                     | 133                     | 46                  | \$6.68                    | \$4.18                   | \$1.24                   | \$12.10                 |
| 6,586                                  | Holophane Granville (Black/Black) | 51                      | 51                      | 18                  | \$13.16                   | \$7.16                   | \$0.49                   | \$20.81                 |
| 12,000                                 | Cree XSPM                         | 95                      | 95                      | 33                  | \$5.88                    | \$3.88                   | \$0.89                   | \$10.65                 |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Thirty-Third Revised Sheet No. 6.18  
Canceling Thirty-Second Revised Sheet No. 6.18

|                        |                       |
|------------------------|-----------------------|
| <b>PAGE</b><br>5 of 12 | <b>EFFECTIVE DATE</b> |
|------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.17)

**Mercury Vapor**  
**(Not Available for New Installations)**

| Initial<br>Lamp<br>Rating<br>(Lumen) | Desc.       | Lamp<br>Wattage | Line<br>Wattage | Est.<br>kWh | Fixture<br>Charge | Maint.<br>Charge | Energy<br>Charge | Total<br>Charge |
|--------------------------------------|-------------|-----------------|-----------------|-------------|-------------------|------------------|------------------|-----------------|
| 7000*                                | Open Bottom | 175             | 195             | 67          | \$2.27            | \$1.40           | \$1.81           | \$5.48          |
| 3200*                                | Cobrahead   | 100             | 114             | 39          | \$4.20            | \$1.96           | \$1.05           | \$7.21          |
| 7000*                                | Cobrahead   | 175             | 195             | 67          | \$3.82            | \$1.83           | \$1.81           | \$7.46          |
| 9400*                                | Cobrahead   | 250             | 277             | 95          | \$5.02            | \$2.23           | \$2.57           | \$9.82          |
| 17000*                               | Cobrahead   | 400             | 442             | 152         | \$5.49            | \$2.32           | \$4.11           | \$11.92         |
| 48000*                               | Cobrahead   | 1000            | 1084            | 372         | \$11.01           | \$4.03           | \$10.06          | \$25.10         |
| 17000*                               | Directional | 400             | 474             | 163         | \$8.26            | \$3.11           | \$4.41           | \$15.78         |

- \* Not Available for New Installation.
- \*\* Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)
- \*\*\* Energy Charge = 2.590¢/kWh x Estimated Monthly kWh Usage

**ADDITIONAL FACILITIES CHARGES:**

The above rates apply to lighting installations made on the Company's existing overhead distribution system. Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above rates.

- Charge for 13 ft. decorative concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$18.40.
- Charge for 13 ft. decorative high gloss concrete pole used only for decorative lights (Colonial, Acorn, or English Coach) \$16.68.
- Charge for 16 ft. decorative base aluminum pole with 6" Tenon used only for decorative lights (Destin Single or Double) \$13.22.
- Charge for 17 ft. decorative base aluminum pole used only for decorative lights (Colonial, Acorn, or English Coach) \$19.32.
- Charge for 18 ft. (14 ft. mounting height) aluminum decorative York pole \$17.55.
- Charge for 20 ft. (16 ft. mounting height) aluminum decorative Grand pole \$14.35.
- Charge for 20 ft. fiberglass pole used only for decorative lights (Colonial) \$6.84.
- \* Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Spun Tenon) \$6.01.
- Charge for 20 ft. (16 ft. mounting height) aluminum, round, tapered pole (Welded Tenon) \$20.48.
- Charge for 25 ft. (20 ft. mounting height) aluminum, round, tapered pole \$21.41.
- Charge for 30 ft. wood pole \$4.44.\*
- Charge for 30 ft. concrete pole \$9.27.
- Charge for 30 ft. fiberglass pole with concrete, anchor-based pedestal used primarily for the 100,000 Lumen Large Parking Lot fixture \$43.89.\*
- Charge for 30 ft. (25 ft. mounting height) aluminum, round, tapered pole \$23.73.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Ninth Revised Sheet No. 6.19  
Canceling Twenty-Eighth Revised Sheet No. 6.19

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 6 of 12 |                |

(Continued from Rate Schedule OS, Sheet No. 6.18)

**ADDITIONAL FACILITIES CHARGES (continued):**

- Charge for 30 ft. aluminum pole used with concrete adjustable base \$21.69.
- Charge for 35 ft. concrete pole \$13.51.
- Charge for 35 ft. concrete pole (Tenon Top) \$18.65.
- Charge for 35 ft. wood pole \$6.44.
- Charge for 35 ft. (30 ft. mounting height) aluminum, round, tapered pole \$26.60.
- Charge for 40 ft. wood pole \$7.92.
- Charge for 45 ft. concrete pole (Tenon Top) \$24.48.
- Charge for 22 ft. aluminum pole \$14.81.
- Charge for 25 ft. aluminum pole \$15.42.
- Charge for 30 ft. aluminum pole with 8' arm \$38.55.
- Charge for 30 ft. aluminum pole with 10' arm \$40.39.
- Charge for 30 ft. aluminum pole with 12' arm \$37.40.
- Charge for 35 ft. aluminum pole with 8' arm \$42.44.
- Charge for 35 ft. aluminum pole with 10' arm \$41.94.
- Charge for 35 ft. aluminum pole with 12' arm \$42.93.
- Charge for 40 ft. aluminum pole with 8' arm \$43.93.
- Charge for 40 ft. aluminum pole with 10' arm \$46.40.
- Charge for 40 ft. aluminum pole with 12' arm \$47.92.
- Charge for 16 ft. aluminum decorative arlen pole \$16.68.
- Charge for 16 ft. aluminum decorative arlen pole with banner arms \$20.59.
- Charge for 40 ft. concrete pole \$32.17.
- Charge for 45 ft. wood pole \$7.88.
- Charge for 50 ft. wood pole \$9.44.
- Charge for 18 ft. aluminum, round tapered pole \$7.61.
- Charge for 14.5 ft. concrete, round tapered pole \$17.89.
- Charge for single arm for Shoebox/Small Parking Lot fixture \$2.57.
- Charge for double arm for Shoebox/Small Parking Lot fixture \$2.85.
- Charge for triple arm for Shoebox/Small Parking Lot fixture \$3.85.
- Charge for quadruple arm for Shoebox/Small Parking Lot fixture \$4.87.
- Charge for Tenon Top adapter for 100,000 Lumen Large Parking Lot fixture \$4.73.
- Charge for optional 100 amp relay \$26.51.
- Charge for 25 kVA transformer (noncoastal) \$36.70.
- Charge for 25 kVA transformer (costal) \$52.31.

All other additional facilities shall be billed at 1.74% per month of the Company's cost. Such facilities may include, but are not limited to, additional overhead or underground wiring and special poles approved by the Company.

\* Not Available for New Installation.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.19.1

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 7 of 12 |                |

**VANDALISM (WILLFUL DAMAGE):**

The Customer will have the following three options on the second occurrence of vandalism (willful damage) to a Company fixture:

1. Pay (a) the total repair costs of the fixture or the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired and (b) the total installed cost of a luminaire protective shield. If the fixture is not compatible with the shield, then the fixture will be replaced with either a compatible 100 watt or 250 watt cobrahead fixture,
2. Request that the damaged fixture be replaced with the same type of unshielded fixture. For this and any subsequent occurrence, the Customer will pay either (a) the total repair costs of the fixture or (b) the original total installed cost of the fixture less any depreciation and salvage value plus the removal cost if the fixture cannot be repaired, or
3. Discontinue the service to the fixture.

The Customer must notify the Company in writing of its selected option. The Customer may choose to pay the total installed cost of a luminaire protective shield after the first occurrence of vandalism (willful damage) to a Company fixture and save the costs incurred in 1(a) above.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Thirtieth Revised Sheet No. 6.20  
Canceling Twenty-Ninth Revised Sheet No. 6.20

| PAGE    | EFFECTIVE DATE |
|---------|----------------|
| 8 of 12 |                |

(Continued from Rate Schedule OS, Sheet No. 6.19)

(Closed Schedule)

**MONTHLY RATES - CUSTOMER OWNED WITHOUT RELAMPING SERVICE AGREEMENT:**

Customer-owned street, roadway, and general area lighting fixtures which conform to the specifications of Company-owned fixtures may receive energy at the appropriate charges for each size light above. Customer-owned street, roadway, and general area lighting systems which do not conform to specifications of the Company-owned fixtures shall be charged the monthly rate of 2.590¢/kWh of the estimated kWh usage of each unit. Customer-owned equipment must be approved in advance as to accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), lamp(s), photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate.

**MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:**

The monthly rates set forth below cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by the agreement and will only be replaced at the Customer's expense. Customer-owned equipment must be approved in advance as to compatibility with Company-owned lamps and photoelectric controls and accessibility to be eligible to receive service. The Customer will provide all pole(s), fixture(s), initial lamp(s) and photoelectric control(s), and circuit(s) up to the point of connection to the Company's supply lines (point of service), and an adequate support for the Company-owned service conductors. The Company will provide an overhead service drop from its existing secondary conductors to the point of service designated by the Company for Customer-owned lights. Underground service conductors will be installed in lieu of the overhead conductors at the Customer's request, and upon payment by the Customer of the installed cost of the underground conductors after allowance for the cost of equivalent overhead service conductors and any trenching and backfilling provided by the Customer. The distribution system shall serve no other electrical loads except the lighting equipment eligible for this rate. The Customer remains responsible for all maintenance other than the replacement of lamps and photoelectric controls.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Thirtieth Revised Sheet No. 6.21  
Canceling Twenty-Ninth Revised Sheet No. 6.21

|                               |                       |
|-------------------------------|-----------------------|
| <b>PAGE</b><br><b>9 of 12</b> | <b>EFFECTIVE DATE</b> |
|-------------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.20)

**MONTHLY RATES - CUSTOMER OWNED WITH RELAMPING SERVICE AGREEMENT:**

**High Pressure Sodium Vapor**

| Initial Lamp Rating<br>(Lumen) | Lamp Wattage | Line Wattage | Est. kWh | Relamping Charge | Energy Charge | Total Charge |
|--------------------------------|--------------|--------------|----------|------------------|---------------|--------------|
|                                |              |              | **       |                  | ***           |              |
| 8800                           | 100          | 120          | 41       | \$0.72           | \$1.11        | \$1.83       |
| 16000*                         | 150          | 197          | 68       | \$0.71           | \$1.84        | \$2.55       |
| 20000*                         | 200          | 233          | 80       | \$0.73           | \$2.16        | \$2.89       |
| 25000*                         | 250          | 292          | 100      | \$0.74           | \$2.70        | \$3.44       |
| 46000*                         | 400          | 477          | 164      | \$0.73           | \$4.43        | \$5.16       |
| 125000*                        | 1000         | 1105         | 379      | \$0.94           | \$10.25       | \$11.19      |

**Metal Halide**

| Initial Lamp Rating<br>(Lumen) | Lamp Wattage | Line Wattage | Est. kWh | Relamping Charge | Energy Charge | Total Charge |
|--------------------------------|--------------|--------------|----------|------------------|---------------|--------------|
|                                |              |              | **       |                  | ***           |              |
| 32000*                         | 400          | 476          | 163      | \$0.87           | \$4.22        | \$5.09       |
| 100000*                        | 1000         | 1100         | 378      | \$3.20           | \$9.79        | \$12.99      |

\* Not Available for New Installation

\*\* Estimated Monthly kWh = (Line Wattage x Annual Operating Hours)/(1000 x 12)

\*\*\* Energy Charge = 2.590¢/kWh x Estimated Monthly kWh Usage

The Total Charge shown above is for an unmetered fixture. If the service is metered, there will be no Energy Charge billed under this rate.

**ADDITIONAL FACILITIES CHARGES FOR CUSTOMER OWNED:**

Any special or additional facilities, which may be installed at the Company's option, will be billed in addition to the above Customer-owned rates.

Charge for 35 ft. wood pole \$6.22.

All other additional facilities shall be billed at 1.74 percent per month of the Company's cost.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Nineteenth Revised Sheet No. 6.22  
Canceling Eighteenth Revised Sheet No. 6.22

|                         |                                         |
|-------------------------|-----------------------------------------|
| <b>PAGE</b><br>10 of 12 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-------------------------|-----------------------------------------|

(Continued from Rate Schedule OS, Sheet No. 6.21)

**PROVISION FOR UP FRONT PAYMENT OF ADDITIONAL FACILITIES:**

At the Customer's option, the cost of the additional facilities may be paid up front in lieu of a monthly charge. Should the Customer choose this method of payment, the amount will be the Company's total installed cost for these additional facilities for overhead or underground distribution electric service. The Company will retain ownership of these additional facilities.

The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

**PROVISION FOR UP FRONT PAYMENT OF FIXTURES:**

At the Customer's option, the cost of the fixture(s) may be paid up front in lieu of paying the monthly Total Charge of the fixture(s). Should the Customer choose this method of payment, the amount will be the Company's total installed cost for the fixture(s). The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges.

The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis the Maintenance and Energy Charges for the fixture(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

**PROVISION FOR CHANGING TO DIFFERENT FIXTURE BEFORE CONTRACT EXPIRES:**

The Company will change out a fixture(s) currently being billed to a customer to a different type of fixture(s) at no cost after the expiration of the initial contract term. If a Customer requests that the change out be made prior to the end of the initial contract term, the Customer will be billed labor and overhead costs for the removal of the old fixture or parts necessary for the conversion (lamp, ballast, etc.) and the installation of the new fixture or parts necessary for the conversion (lamp, ballast, etc.). The Customer will then begin paying the price in the tariff applicable to the new fixture(s) that was installed.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Twenty-Sixth Revised Sheet No. 6.23  
Canceling Twenty-Fifth Revised Sheet No. 6.23

|                                |                       |
|--------------------------------|-----------------------|
| <b>PAGE</b><br><b>11 of 12</b> | <b>EFFECTIVE DATE</b> |
|--------------------------------|-----------------------|

(Continued from Rate Schedule OS, Sheet No. 6.22)

**OS-III OTHER OUTDOOR SERVICE (OL1)**

Other outdoor service for Customer-owned facilities with fixed wattage loads operating continuously throughout the billing period such as, but not limited to, traffic signals and cable television amplifiers shall be billed according to the monthly rate below:

5.098 cents per kWh for all kWh

The estimated annual kWh usage shall be determined by multiplying the annual operation hours times the maximum demand. The monthly kWh usage will be one-twelfth (1/12) of the estimated annual kWh usage. Maximum demand shall be the total number of kilowatts connected at any one time. At the option of the Company service rendered under this section may be metered and billed under the applicable General Service rate schedule. Minimum Monthly bill shall be \$per service connection.

**TERM OF CONTRACT (OS-I/II, OS-III):**

Service under this Rate Schedule shall be for an initial period of not less than three (3) years and shall remain until terminated by notice to either party by the other. When additional facilities are required, the Company may require a contract for a longer initial period. There is no term of contract for rate OS-III.

**DEPOSIT (OS-I/II, OS-III):**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Thirty-First Revised Sheet No. 6.24  
Canceling Thirtieth Revised Sheet No. 6.24

| PAGE     | EFFECTIVE DATE  |
|----------|-----------------|
| 12 of 12 | January 1, 2021 |

(Continued from Rate Schedule OS, Sheet No. 6.23)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.1

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**RATE SCHEDULE: SL-1M  
STREET LIGHTING METERED SERVICE**

**AVAILABILITY:**

In all territory served.

**APPLICABILITY:**

Applicable for street, roadway, and general area lighting service under the provisions of the Company's standard contract for such service. Service hereunder includes power supply and may include lamp renewals and regular maintenance. All modifications to existing or new Customer-owned circuits to be metered under this tariff.

**CHARACTER OF SERVICE:**

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

**RATES:**

Base Charge: \$7.50  
Energy Charge: 2.010 ¢/kWh

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.2

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.3

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**RATE SCHEDULE: SL-2M  
TRAFFIC SIGNAL METERED SERVICE**

**AVAILABILITY:**

In all territory served.

**APPLICABILITY:**

Service for traffic signal lighting where the signal system and the circuit to connect with Company's existing supply lines are installed, owned and maintained by Customer.

**CHARACTER OF SERVICE:**

Available for single phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts.

**RATES:**

Base Charge: \$7.50  
Energy Charge: 4.404¢/kWh

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, a minimum charge will be made of not less than the Base Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.4

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.5

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 5 |                |

**RATE SCHEDULE LT-1  
LIGHTING**

**AVAILABILITY:**

In all territory served.

**APPLICABILITY:**

For the purpose of lighting streets and roadways, area lighting including parking lots and common areas, whether public or privately owned, and security lighting.

**TYPE OF INSTALLATION:**

All new installations will be light emitting diodes (LED).

Company-owned fixtures normally will be mounted on poles of the Company's existing distribution system and served from overhead wires. For roadway and area lighting, excluding security lighting, the Company may provide special poles or underground wires at the charges specified below. In addition, the Company, at its discretion, may offer the Customer the option of Company-owned fixtures attached to poles owned by the Customer. For these installations, the customer owned poles require pre-approval by a Company representative.

The location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance.

**SERVICE:**

Service includes energy from dusk each day until dawn the following day and maintenance of Company-owned lighting systems. Maintenance includes replacement or repair of any circuit component to assure the facilities are operational and safe. The Company will maintain its facilities during regular daytime working hours as soon as practicable following notification by the Customer that such work is necessary. The Company shall be permitted to enter the Customer's premises at all reasonable times for the purpose of inspecting, maintaining, installing and removing any or all of its equipment and facilities.

The Company, while exercising reasonable diligence at all times to furnish service hereunder, does not guarantee continuous lighting 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.

**LIMITATION OF SERVICE:**

Installation shall be made only when, in the judgement of the Company, the location and the type of the facilities are, and will continue to be, easily and economically accessible to the Company equipment and personnel for both construction and maintenance. Overhead conductors will not be installed in any area designated as an underground distribution area, or any area, premises or location served from an underground source.

For security lights, customer must have an active house or premise account associated with this service. Stand-by or resale service is not permitted hereunder.

**SPECIAL CONDITIONS:**

Customers whose lights are turned off during sea turtle nesting season will receive a credit equal to the fuel charges associated with the fixtures that are turned off.

**TERM OF SERVICE:**

Initial term of ten (10) years with automatic, successive five (5) year extensions unless terminated in writing by either Gulf or the Customer at least ninety (90) days prior to the current term's expiration. Term of service begins upon execution of the LED Lighting Agreement.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.6

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 5 |                |

**RULES AND REGULATIONS:**

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service", the provision of this schedule shall apply.

**CUSTOMER CONTRIBUTIONS:**

A Contribution-in-Aid-of-Construction (CIAC) will be required for:

- a) the differential cost between employing rapid construction techniques in trenching, backfilling and pole installation work where no obstructions exist, and the added cost to overcome obstructions such as sprinkler systems, paved surfaces (such as sidewalks, curbs, gutters, and roadways), landscaping, sodding and other obstructions encountered along the Lighting System installation route, including repair and replacement. If the Customer elects to perform work such as trenching and restoration, they will be reimbursed by the Company with a credit (not to exceed the total CIAC cost) for the value of this work as determined by the Company;
- b) the installation cost of any new overhead distribution facilities and/or the cost of alterations to existing distribution facilities which are required in order to serve the Lighting System less four (4) times the additional annual non-fuel energy revenue generated by the installation or alteration of the Lighting System, plus where underground facilities are installed, the differential installation cost between underground and overhead distribution facilities.

These costs shall be paid by the Customer prior to the initiation of any construction work by the Company. The Customer shall also pay any additional costs associated with design modifications requested after the original estimate has been made.

**REMOVAL OR RELOCATION OF FACILITIES:**

If Company owned lighting facilities are removed by Customer request, breach of the Agreement or non-payment, the Customer may be responsible to pay the net book value for the fixtures, poles, and additional lighting facility charges plus the cost to remove the facilities. These charges do not apply to conversions of Company owned non-LED to Company owned LED lights.

Facility relocations are treated as removals of facilities from the old location and installation of the new facilities in the new location. Facilities will not be transferred and reused at a new location.

In all cases, should the Customer request termination of the Agreement, such termination will require written notice 90 days prior to the date of termination.

**CONVERSION OF COMPANY OWNED NON-LED LIGHTS TO COMPANY OWNED LED LIGHTS:**

For customers converting Company owned non-LED to Company owned LED Lights, the LED Conversion Recovery Charge will apply and there will be no charge for the fixtures being removed. Any other charges for relocation or replacement of Company owned facilities would still apply.

**CHANGE IN FIXTURE SIZE OR TYPE:**

At the Customer's request, the Company will change to a lower or higher level of illumination when the changes are consistent with good engineering practices. An LED fixture will be the only modification from an LED or non-LED fixture request. The Customer will pay the net book value of the existing fixture, plus removal costs and will receive a credit for 4 years additional revenue generated by the larger fixtures, if applicable. If changes are required to the distribution system to support the larger lights, standard CIAC

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Original Sheet No. 6.24.7

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>3 of 5 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

charges as described will also apply. The Customer will pay the Company the net costs incurred in making other fixture changes.

**MONTHLY RATES FOR MAINTENANCE AND CONVERSION:**

|                                                                    |        |
|--------------------------------------------------------------------|--------|
| Maintenance per Fixture for Company Owned LED Fixture and Pole     | \$1.30 |
| Maintenance per Fixture for Company Owned Fixture on Customer Pole | \$1.04 |
| LED Conversion Recovery Charge                                     | \$1.48 |

**MONTHLY RATES FOR POLES USED ONLY FOR LIGHTING SYSTEM:**

|                          |         |
|--------------------------|---------|
| Standard Wood pole       | \$5.66  |
| Standard Concrete pole   | \$7.73  |
| Standard Fiberglass pole | \$9.16  |
| Decorative Concrete pole | \$25.82 |

**MONTHLY RATES FOR LED FIXTURES\*:**

| Energy Tier | Charge | Fixture Tier |      |      |      |      |      |      |      |      |      |      |      |      |      |      |
|-------------|--------|--------------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
|             |        | 1            | 2    | 3    | 4    | 5    | 6    | 7    | 8    | 9    | 10   | 11   | 12   | 13   | 14   | 15   |
| A           | \$0.00 | 1.5          | 4.5  | 7.5  | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 |
| B           | \$0.20 | 1.7          | 4.7  | 7.7  | 10.7 | 13.7 | 16.7 | 19.7 | 22.7 | 25.7 | 28.7 | 31.7 | 34.7 | 37.7 | 40.7 | 43.7 |
| C           | \$0.40 | 1.9          | 4.9  | 7.9  | 10.9 | 13.9 | 16.9 | 19.9 | 22.9 | 25.9 | 28.9 | 31.9 | 34.9 | 37.9 | 40.9 | 43.9 |
| D           | \$0.60 | 2.1          | 5.1  | 8.1  | 11.1 | 14.1 | 17.1 | 20.1 | 23.1 | 26.1 | 29.1 | 32.1 | 35.1 | 38.1 | 41.1 | 44.1 |
| E           | \$0.80 | 2.3          | 5.3  | 8.3  | 11.3 | 14.3 | 17.3 | 20.3 | 23.3 | 26.3 | 29.3 | 32.3 | 35.3 | 38.3 | 41.3 | 44.3 |
| F           | \$1.00 | 2.5          | 5.5  | 8.5  | 11.5 | 14.5 | 17.5 | 20.5 | 23.5 | 26.5 | 29.5 | 32.5 | 35.5 | 38.5 | 41.5 | 44.5 |
| G           | \$1.20 | 2.7          | 5.7  | 8.7  | 11.7 | 14.7 | 17.7 | 20.7 | 23.7 | 26.7 | 29.7 | 32.7 | 35.7 | 38.7 | 41.7 | 44.7 |
| H           | \$1.40 | 2.9          | 5.9  | 8.9  | 11.9 | 14.9 | 17.9 | 20.9 | 23.9 | 26.9 | 29.9 | 32.9 | 35.9 | 38.9 | 41.9 | 44.9 |
| I           | \$1.60 | 3.1          | 6.1  | 9.1  | 12.1 | 15.1 | 18.1 | 21.1 | 24.1 | 27.1 | 30.1 | 33.1 | 36.1 | 39.1 | 42.1 | 45.1 |
| J           | \$1.80 | 3.3          | 6.3  | 9.3  | 12.3 | 15.3 | 18.3 | 21.3 | 24.3 | 27.3 | 30.3 | 33.3 | 36.3 | 39.3 | 42.3 | 45.3 |
| K           | \$2.00 | 3.5          | 6.5  | 9.5  | 12.5 | 15.5 | 18.5 | 21.5 | 24.5 | 27.5 | 30.5 | 33.5 | 36.5 | 39.5 | 42.5 | 45.5 |
| L           | \$2.20 | 3.7          | 6.7  | 9.7  | 12.7 | 15.7 | 18.7 | 21.7 | 24.7 | 27.7 | 30.7 | 33.7 | 36.7 | 39.7 | 42.7 | 45.7 |
| M           | \$2.40 | 3.9          | 6.9  | 9.9  | 12.9 | 15.9 | 18.9 | 21.9 | 24.9 | 27.9 | 30.9 | 33.9 | 36.9 | 39.9 | 42.9 | 45.9 |
| N           | \$2.60 | 4.1          | 7.1  | 10.1 | 13.1 | 16.1 | 19.1 | 22.1 | 25.1 | 28.1 | 31.1 | 34.1 | 37.1 | 40.1 | 43.1 | 46.1 |
| O           | \$2.80 | 4.3          | 7.3  | 10.3 | 13.3 | 16.3 | 19.3 | 22.3 | 25.3 | 28.3 | 31.3 | 34.3 | 37.3 | 40.3 | 43.3 | 46.3 |
| P           | \$3.00 | 4.5          | 7.5  | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 | 46.5 |
| Q           | \$3.20 | 4.7          | 7.7  | 10.7 | 13.7 | 16.7 | 19.7 | 22.7 | 25.7 | 28.7 | 31.7 | 34.7 | 37.7 | 40.7 | 43.7 | 46.7 |
| R           | \$3.40 | 4.9          | 7.9  | 10.9 | 13.9 | 16.9 | 19.9 | 22.9 | 25.9 | 28.9 | 31.9 | 34.9 | 37.9 | 40.9 | 43.9 | 46.9 |
| S           | \$3.60 | 5.1          | 8.1  | 11.1 | 14.1 | 17.1 | 20.1 | 23.1 | 26.1 | 29.1 | 32.1 | 35.1 | 38.1 | 41.1 | 44.1 | 47.1 |
| T           | \$3.80 | 5.3          | 8.3  | 11.3 | 14.3 | 17.3 | 20.3 | 23.3 | 26.3 | 29.3 | 32.3 | 35.3 | 38.3 | 41.3 | 44.3 | 47.3 |
| U           | \$4.00 | 5.5          | 8.5  | 11.5 | 14.5 | 17.5 | 20.5 | 23.5 | 26.5 | 29.5 | 32.5 | 35.5 | 38.5 | 41.5 | 44.5 | 47.5 |
| V           | \$4.20 | 5.7          | 8.7  | 11.7 | 14.7 | 17.7 | 20.7 | 23.7 | 26.7 | 29.7 | 32.7 | 35.7 | 38.7 | 41.7 | 44.7 | 47.7 |
| W           | \$4.40 | 5.9          | 8.9  | 11.9 | 14.9 | 17.9 | 20.9 | 23.9 | 26.9 | 29.9 | 32.9 | 35.9 | 38.9 | 41.9 | 44.9 | 47.9 |
| X           | \$4.60 | 6.1          | 9.1  | 12.1 | 15.1 | 18.1 | 21.1 | 24.1 | 27.1 | 30.1 | 33.1 | 36.1 | 39.1 | 42.1 | 45.1 | 48.1 |
| Y           | \$4.80 | 6.3          | 9.3  | 12.3 | 15.3 | 18.3 | 21.3 | 24.3 | 27.3 | 30.3 | 33.3 | 36.3 | 39.3 | 42.3 | 45.3 | 48.3 |
| Z           | \$5.00 | 6.5          | 9.5  | 12.5 | 15.5 | 18.5 | 21.5 | 24.5 | 27.5 | 30.5 | 33.5 | 36.5 | 39.5 | 42.5 | 45.5 | 48.5 |
| AA          | \$5.20 | 6.7          | 9.7  | 12.7 | 15.7 | 18.7 | 21.7 | 24.7 | 27.7 | 30.7 | 33.7 | 36.7 | 39.7 | 42.7 | 45.7 | 48.7 |
| BB          | \$5.40 | 6.9          | 9.9  | 12.9 | 15.9 | 18.9 | 21.9 | 24.9 | 27.9 | 30.9 | 33.9 | 36.9 | 39.9 | 42.9 | 45.9 | 48.9 |
| CC          | \$5.60 | 7.1          | 10.1 | 13.1 | 16.1 | 19.1 | 22.1 | 25.1 | 28.1 | 31.1 | 34.1 | 37.1 | 40.1 | 43.1 | 46.1 | 49.1 |
| DD          | \$5.80 | 7.3          | 10.3 | 13.3 | 16.3 | 19.3 | 22.3 | 25.3 | 28.3 | 31.3 | 34.3 | 37.3 | 40.3 | 43.3 | 46.3 | 49.3 |
| EE          | \$6.00 | 7.5          | 10.5 | 13.5 | 16.5 | 19.5 | 22.5 | 25.5 | 28.5 | 31.5 | 34.5 | 37.5 | 40.5 | 43.5 | 46.5 | 49.5 |

\*Notes:

Catalog of available fixtures and the assigned billing tier for each can viewed at [www.gulfpower.com](http://www.gulfpower.com).

The non-fuel energy charge is 3.300¢ per kWh; where kWh is calculated as (wattage x 353.3 hours per month) / 1000

**ISSUED BY:** Tiffany Cohen



Section No. VI  
Original Sheet No. 6.24.8

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 4 of 5 |                |

### **SPECIAL PROVISIONS:**

Where the Company provides fixtures or poles other than those referenced above, the monthly charges, as applicable shall be computed as follows:

Charge: 1.14% of the Company's average installed cost of the pole, light fixture or both.

Standard maintenance fees to apply  
Standard non-fuel Energy Charge to apply

### **ADDITIONAL LIGHTING CHARGE:**

Any special or additional lighting charges, which are required by the Company, will be billed in addition to the above rates.

Charge: 1.14% of the Company's average installed cost of the additional lighting facilities.

### **BILLING:**

During the initial installation period:  
Facilities in service for 15 days or less will not be billed;  
Facilities in service for 16 days or more will be billed for a full month.

For Security lights only, the Company has the right at any time to remove the light for non-payment and decline new request to customers with prior non-payment activity.

### **WILLFUL DAMAGE:**

Upon the second occurrence of willful damage to any Company-owned facilities, the Customer will be responsible for the cost incurred for repair or replacement. If the lighting fixture is damaged, based on prior written instructions from the Customer, the Company will:

- a) If a commercially available and Company approved device exists, install a protective shield. The Customer shall pay \$280.00 for the shield plus all associated costs. However, if the Customer chooses to have the shield installed before the second occurrence, the Customer shall only pay the cost of the shield; or
- b) Replace with a like unshielded fixture. For this, and each subsequent occurrence, the Customer shall pay the estimated costs of the replacement fixture; or
- c) Terminate service to the fixture. In this case, the lighting facilities will be removed from the field and from billing; the Customer will pay the lighting facilities charges for the remaining period of the currently active term of service plus the cost to remove the facilities.

Option selection shall be made by the Customer in writing and apply to all fixtures which the Company has installed on the Customer's behalf on the same account. Selection changes may be made by the Customer at any time and will become effective ninety (90) days after written notice is received.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sheet No. 6.24.9

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 5 of 5 |                |

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Fifth Revised Sheet No. 6.25  
Canceling Twenty-Fourth Revised Sheet No. 6.25

**RATE SCHEDULE STORM  
STORM RESTORATION RECOVERY**

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 |                |

**APPLICABILITY:**

Applicable to each filed retail rate schedule under which a Customer receives service.

**DETERMINATION OF STORM RESTORATION RECOVERY SURCHARGE**

The Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Michael, as well as funds to replenish the Company's storm reserve. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Storm Restoration Recovery Surcharge factors are shown below:

| <u>Rate Schedule</u> | <u>¢/kWh</u> |
|----------------------|--------------|
| RS, RSVP             | 0.800        |
| GS                   | 0.881        |
| GSD, GSDT, GSTOU     | 0.443        |
| LP, LPT              | 0.347        |
| PX, PXT, RTP, SBS    | 0.234        |
| OS-I/II              | 1.178        |
| OS-III               | 1.178        |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

Section No. VI  
Original Sheet No. 6.25.1

**RATE SCHEDULE STORM  
INTERIM STORM RESTORATION RECOVERY**

|                        |                                         |
|------------------------|-----------------------------------------|
| <b>PAGE<br/>1 of 1</b> | <b>EFFECTIVE DATE<br/>March 2, 2021</b> |
|------------------------|-----------------------------------------|

**APPLICABILITY:**

Applicable to each filed retail schedule under which a Customer receives service.

**DETERMINATION OF INTERIM STORM RESTORATION RECOVERY SURCHARGE**

The Interim Storm Restoration Recovery Surcharge is designed to recover incremental storm-related costs incurred by the Company related to Hurricane Sally. The factor is applicable to the Energy Charge under the Company's various rate schedules.

Interim Storm Restoration Recovery Surcharge factors are shown below:

| <u>Rate Schedule</u> | <u>¢/kWh</u> |
|----------------------|--------------|
| RS, RSVP             | 0.300        |
| GS                   | 0.329        |
| GSD, GSDT, GSTOU     | 0.167        |
| LP, LPT              | 0.130        |
| PX, PXT, RTP, SBS    | 0.087        |
| OS-I/II              | 0.239        |
| OS-III               | 0.239        |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.31  
Canceling Ninth Revised Sheet No. 6.31

**RATE SCHEDULE SPP  
STORM PROTECTION PLAN COST RECOVERY CLAUSE**

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>1 of 1 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

**APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which the reference is made to Rate SPP.

**DETERMINATION OF STORM PROTECTION PLAN COST RECOVERY FACTOR:**

The purpose of the Storm Protection Plan Cost Recovery Clause is to recover costs related to the Company's approved Storm Protection Plan. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Storm Protection Plan Cost Recovery Clause factors are shown below:

| <u>Rate Schedule</u> | <u>Storm Protection Plan Cost Recovery Factor</u> |
|----------------------|---------------------------------------------------|
| RS, RSVP             | 0.037¢/kWh                                        |
| GS                   | 0.039¢/kWh                                        |
| GSTOU                | 0.030¢/kWh                                        |
| GSD                  | \$0.09 per kW of billing demand                   |
| GSDT                 | \$0.09 per kW of maximum demand                   |
| LP                   | \$0.12 per kW of billing demand                   |
| LPT                  | \$0.12 per kW of maximum demand                   |
| PX, PXT, RTP, SBS    | 0.026¢/kWh                                        |
| OS-I/II              | 0.023¢/kWh                                        |
| OS-III               | 0.022¢/kWh                                        |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Tenth Revised Sheet No. 6.32  
Canceling Ninth Revised Sheet No. 6.32

**RATE SCHEDULE BB  
BUDGET BILLING  
(OPTIONAL RIDER)**

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**AVAILABILITY:**

Available throughout the entire territory served by the Company.

**APPLICABILITY:**

Any residential Customer who has no delinquent balances with the Company is eligible to participate in the Budget Billing Plan described below for RS rate billings. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

Under the Budget Billing Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise, or the average of all available billing history, whichever is less, and applying the current RS rate and appropriate adjustments. If the Customer has not resided at the premise for 12 months, the Customer's monthly billings plus the previous tenant's billings will be used. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Billing Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Billing Plan is terminated, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms of Section 6; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts, and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

Any GS or GSD Customer who has no delinquent balances and has been at the same location for 12 consecutive months with the Company is eligible to participate in the Budget Billing Plan described below for GS and GSD rate billings. However, GS or GSD Customers that rent electrical facilities from the Company under a Facility Rental Service Agreement will not be eligible to participate in this Budget Billing Plan. A Customer may terminate participation in the Budget Billing Plan at any time and may be terminated from the Budget Billing Plan by Gulf if the Customer becomes subject to collection action on this service account. Once a Customer's participation in the Budget Billing Plan has terminated he/she may not rejoin the Budget Billing Plan for twelve (12) months following the date of termination. Each eligible Customer not on this Budget Billing Plan will be notified annually of its availability.

ISSUED BY: Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Eighth Revised Sheet No. 6.32.1  
Canceling Seventh Revised Sheet No. 6.32.1

Under the Budget Bill Plan, a Customer is billed monthly on a levelized consumption basis rather than on the basis of current consumption. The levelized amount is determined by averaging the last 12 monthly billings for the premise and applying the current GS or GSD rate and appropriate adjustments. If the Customer has not received electric service at the premise for 12 consecutive months, the Customer is not eligible to participate in the program. Any difference between the levelized amount and the regular bill amount is added to a deferred balance. The current levelized amount is adjusted each month by adding the deferred balance adjustment, which is calculated by dividing the current deferred balance total by 12. The levelized amount, plus the deferred balance adjustment, constitutes the current month's Budget Billing amount. Customers on the Budget Bill Plan will receive the following information on their monthly bill: current consumption and associated charges, the total budget bill charge, and the cumulative deferred balance. For any Customer that requires a reissuance of their bill for any reason, the tariff rates and rules in effect at the time of reissuance shall apply.

If the Customer's participation in the Budget Bill Plan is terminated either at the request of the Customer or the Company, or as a result of termination of this Budget Billing Plan, any amount in the deferred balance which the Customer owes to Gulf will be billed to the Customer according to the terms of Section 6; any amount in the deferred balance which is owed to the Customer will be credited against any outstanding billed amounts and any remaining balance will be credited against the Customer's future billings or returned upon request. Customers who transfer the location of their service account within Gulf's service territory will have the debit or credit balance transferred to the new service address.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.34a  
Cancels Original Sheet No. 6.34a

**RESERVED FOR FUTURE USE**

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Thirty-First Revised Sheet No. 6.34  
Canceling Thirtieth Revised Sheet No. 6.34

**RATE SCHEDULE CR  
COST RECOVERY CLAUSE  
FOSSIL FUEL AND PURCHASED POWER**

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>1 of 1 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

**APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which reference is made to Rate CR.

**DETERMINATION OF FOSSIL FUEL AND PURCHASED POWER COST RECOVERY FACTOR:**

Bills shall be decreased or increased by a factor calculated in accordance with the formula and procedures specified by the Florida Public Service Commission designed to give effect to changing efficiency, cost of fossil fuel and cost of purchased power.

The energy charge per kilowatt-hour shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in the projected cost of fossil fuel and purchased power per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up with interest, to prior actual costs and a Generation Performance Incentive Factor, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Fuel Cost Recovery Clause factors are shown below:

| <u>Group</u> | <u>Schedules</u>                              | <u>Standard</u> | <u>TOU</u>     |                 |
|--------------|-----------------------------------------------|-----------------|----------------|-----------------|
|              |                                               |                 | <u>On-Peak</u> | <u>Off-Peak</u> |
| A            | RS, RSVP, GS, GSD,<br>GSDT, GSTOU, OSIII, SBS | 3.070¢/kWh      | 3.539¢/kWh     | 2.879¢/kWh      |
| B            | LP, LPT, SBS                                  | 3.028¢/kWh      | 3.490¢/kWh     | 2.840¢/kWh      |
| C            | PX, PXT, RTP, SBS                             | 2.982¢/kWh      | 3.437¢/kWh     | 2.796¢/kWh      |
| D            | OS-I/II                                       | 3.045¢/kWh      | N/A            | N/A             |

The recovery factor applicable for Rate Schedule SBS is based on the Customer's contract demand as follows:

| <u>Contract Demand (kW)</u> | <u>Use Factor Applicable To:</u> |
|-----------------------------|----------------------------------|
| 100-499                     | GSDT                             |
| 500-7499                    | LPT                              |
| 7500 and greater            | PXT                              |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Twenty-Ninth Revised Sheet No. 6.35  
Canceling Twenty-Eighth Revised Sheet No. 6.35

## RATE SCHEDULE PPCC

## PURCHASED POWER CAPACITY COST RECOVERY CLAUSE

PAGE  
1 of 1

EFFECTIVE DATE  
January 1, 2021

### APPLICABILITY:

Applicable as a modification of each filed rate of the Company in which reference is made to Rate PPCC.

### DETERMINATION OF PURCHASED POWER CAPACITY COST RECOVERY FACTOR:

The purpose of the Purchased Power Capacity Cost Recovery Clause is the recovery of payments made by the Company for capacity, net of revenues received by the Company for capacity sales. Costs are classified and allocated to the rate classes using a demand allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The total cost recovery factor applicable to energy or demand delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Purchased Power Capacity Cost Recovery Clause factors are shown below:

| <u>Rate Schedule</u> | <u>Purchased Power Capacity Cost Recovery Factor</u> |
|----------------------|------------------------------------------------------|
| RS, RSVP             | 0.915¢ per kWh                                       |
| GS                   | 0.931¢ per kWh                                       |
| GSD, GSDT, GSTOU     | 0.733¢ per kWh                                       |
| LP                   | \$2.86 per kW of billing demand                      |
| LPT                  | \$2.86 per kW of maximum demand                      |
| PX, PXT, RTP, SBS    | 0.623¢ per kWh                                       |
| OS-I/II              | 0.127¢ per kWh                                       |
| OS-III               | 0.566¢ per kWh                                       |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Twenty-Ninth Revised Sheet No. 6.36  
Canceling Twenty-Eighth Revised Sheet No. 6.36

**RATE SCHEDULE ECR**

**ENVIRONMENTAL COST RECOVERY CLAUSE**

|                       |                                        |
|-----------------------|----------------------------------------|
| <b>PAGE</b><br>1 of 1 | <b>EFFECTIVE DATE</b><br>March 2, 2021 |
|-----------------------|----------------------------------------|

**APPLICABILITY:**

Applicable as a modification of each filed rate of the Company in which reference is made to Rate ECR.

**DETERMINATION OF ENVIRONMENTAL COST RECOVERY FACTOR:**

The purpose of the Environmental Cost Recovery Clause is the recovery of costs associated with certain environmental investment and expenses. Costs are classified and allocated to the rate classes using an allocation method consistent with the cost of service methodology approved in the Company's last rate case.

The monthly charge of each rate schedule shall be increased or decreased \$0.00001 (1/100 of a mill) per kilowatt-hour for each \$0.00001 (1/100 of a mill) increase or decrease in projected environmental costs per kilowatt-hour. The total cost recovery factor per kWh applicable to energy delivered will include, when applicable, a true-up, with interest, to prior actual costs, and will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission. Such increase or decrease shall be adjusted for taxes which are based upon revenues.

Environmental Cost Recovery Clause factors are shown below:

| <u>Rate Schedule</u> | <u>Environmental Cost Recovery Factor ¢/kWh</u> |
|----------------------|-------------------------------------------------|
| RS, RSVP             | 1.621                                           |
| GS                   | 1.649                                           |
| GSD, GSDT, GSTOU     | 1.322                                           |
| LP, LPT              | 1.157                                           |
| PX, PXT, RTP, SBS    | 1.138                                           |
| OS-I/II              | 0.354                                           |
| OS-III               | 1.043                                           |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sixth Revised Sheet No. 6.37  
Canceling Fifth Revised Sheet No. 6.37

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 1 | March 29, 2019 |

**TAX ADJUSTMENT:**

Bills shall be increased to offset the applicable proportionate part of any taxes, assessments, license fees or rentals against the Company's property imposed by any Government Authority in excess of those in effect December 31, 1990, which are assessed on the basis of poles, meters or customers or the price of or revenues from electric energy or service sold or the volume of energy generated or purchased for sale or sold.

**FRANCHISE FEE BILLING:**

Franchise fees shall be billed in accordance with Order No. 6650, issued by the Florida Public Service Commission on May 7, 1975.

**GROSS RECEIPTS TAX ADJUSTMENT:**

In accordance with Section 203.01 of the Florida Statutes, effective July 1, 1990, an increase in the rate of the state gross receipts tax is applicable to electric sales charges.

**PAYMENT OF BILLS:**

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

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. VI  
Thirty-Second Revised Sheet No. 6.38  
Canceling Thirty-First Revised Sheet No. 6.38

**RATE SCHEDULE ECC  
COST RECOVERY CLAUSE  
ENERGY CONSERVATION**

|                |                                   |
|----------------|-----------------------------------|
| PAGE<br>1 of 1 | EFFECTIVE DATE<br>January 1, 2021 |
|----------------|-----------------------------------|

**APPLICABILITY:**

Applicable to the monthly rate of each filed retail rate schedule under which a Customer receives service.

**DETERMINATION OF ENERGY CONSERVATION COST RECOVERY CLAUSE  
ADJUSTMENT:**

Bills should be decreased or increased by an adjustment calculated in accordance with the formula and procedure specified by the Florida Public Service Commission designed to reflect the recovery of conservation related expenditures by the Company.

Each rate schedule shall be increased or decreased to the nearest .001 cents for each kWh of sales to reflect the recovery of conservation related expenditures by the Company. The Company shall record both projected and actual expenses and revenues associated with the implementation of the Company's Energy Conservation Plan as authorized by the Commission. The total cost recovery adjustment per kWh applicable to energy delivered will include, when applicable, a true-up with interest to prior actual costs which will be determined in accordance with the formula and procedures specified by the Florida Public Service Commission and is subject to Commission approval. Such increase or decrease shall be adjusted for taxes which are based upon revenues. The procedure for the review, approval, recovery and recording of such costs and revenues is set forth in Commission Rule 25-17.015, F.A.C.

Energy Conservation Cost Recovery Clause factors are shown below:

| <u>Rate Schedule</u> | <u>Energy Conservation Cost<br/>Recovery Factor</u> |
|----------------------|-----------------------------------------------------|
| RS                   | 0.090¢/kWh                                          |
| RSVP Tier 1          | (2.700)¢/kWh                                        |
| RSVP Tier 2          | (0.830)¢/kWh                                        |
| RSVP Tier 3          | 6.757¢/kWh                                          |
| RSVP Tier 4          | 51.020¢/kWh                                         |
| GS                   | 0.091¢/kWh                                          |
| GSD, GSDT, GSTOU     | 0.085¢/kWh                                          |
| LP, LPT              | 0.081¢/kWh                                          |
| CL Credit            | (\$5.57) per kW                                     |
| PX, PXT, RTP, SBS    | 0.079¢/kWh                                          |
| OS-I/II              | 0.065¢/kWh                                          |
| OS-III               | 0.079¢/kWh                                          |

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Eleventh Revised Sheet No. 6.39  
Canceling Tenth Revised Sheet No. 6.39

**RATE SCHEDULE FLAT-1  
RESIDENTIAL/COMMERCIAL FIXED RATE**

PAGE  
1 of 3

EFFECTIVE DATE

**AVAILABILITY:**

Available throughout the entire service area served by the Company.

**APPLICABILITY:**

To customers in good credit standing, who have valid billing information for service pursuant to either Rate Schedule RS or Rate Schedule GS at their current premise for the twelve- month period immediately preceding the offer, excluding temporary service, are eligible to request the FLAT-1 rate.

All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

**LIMITATION OF SERVICE:**

Service under this rate schedule is not available to Net Metering customers or customers with multiple meters on one account. Customers may not participate in both Fixed Rate and Budget Billing.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available distribution lines of the Company for the locality in which service is to be rendered.

**BILL FORMULA:**

**Annual Bill** = {[Estimated Annual kWh X (Estimated Base Energy-Demand cents/kWh + Estimated Cost Recovery Factors cents/kWh)] X (1 + Risk Adder)} + Estimated Annual Base Charge

Each Customer's annual bill is specific, or unique, to that customer.

**Monthly Bill** = Annual Bill / 12

Gulf Power Company periodically reviews the routes by which customers' meters are read to ensure they are in line with traffic patterns and efficiency goals. If a customer's neighborhood is reviewed, the date on which the customer's meter is read may change. Should this happen, the customer may see an adjustment in the Fixed Rate amount for the next billing period. This adjustment only reflects a change in the number of days in this billing period and the customer will continue to receive the customer's regular Fixed Rate amount after this adjusted billing.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.40  
Canceling Ninth Revised Sheet No. 6.40

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 |                |

(Continued from Rate Schedule FLAT-1, Sheet No. 6.39)

**DEFINITIONS**

**Estimated Annual kWh** – Customer’s expected annual energy consumption is calculated based on the customer’s historical metered usage adjusted for normal weather and consumption changes in customer behavior.

**Estimated Cost Recovery Factors** – Customer’s estimated costs for Fuel, Conservation, Environmental, Capacity and other applicable cost recovery factors.

**Risk Adder** – The adder is used to compensate the Company for the risk associated with weather- related consumption as well as the risk associated with the non-weather impacts. This adder will not exceed 5%.

**Estimated Annual Base Charge** – The estimated monthly customer charge under Rate Schedule RS or Rate Schedule GS, as applicable, multiplied by 12.

**Estimated Base Energy/kWh** – The estimated base rate charge under Rate Schedule RS or Rate Schedule GS, as applicable.

**Normal Weather** – Based on Gulf’s seasonal heating degree-days and cooling degree-days.

**Applicable Removal Charges** - Any difference between actual usage billed on Rate Schedule RS or Rate Schedule GS, as applicable, and the amount collected under Fixed Rate

**TERM OF CONTRACT:**

Service under this schedule shall be for a period of not less than one year.

All eligible Fixed Rate offers will be updated with their previous year consumption, and contracts will automatically renew for the following year, unless the customer notifies the company otherwise.

If a customer withdraws from the program prior to the end of the 12 month contract period, Applicable Removal Charges will apply.

If a participating customer moves from their current residence before the 12 month Service Agreement period expires, Applicable Removal Charges will apply.

If a customer becomes delinquent in a Fixed Rate payment, the Company will follow standard procedures for Standard Residential Tariff customers. If the customer is disconnected for nonpayment, the customer will be removed from the Fixed Rate program and Applicable Removal Charges will apply.

The Company reserves the right to terminate the customer’s Fixed Rate program Service Agreement if the customer’s total Actual Energy Usage exceeds their Total Estimated Fixed Rate kWh Usage by at least 30% for at least three consecutive months. If the customer is removed from the Fixed Rate program due to excessive usage, Applicable Removal Charges will apply. The Company will notify the customer in advance if they are at risk of being removed from the program due to excessive usage.

Gulf Power shall have the discretion to waive any of the foregoing charges that would otherwise apply as a consequence of significant damage to a Fixed Rate customer’s premise caused by a natural disaster or other similar conditions for which an emergency has been declared by a governmental body authorized to make such a declaration.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sixth Revised Sheet No. 6.41  
Canceling Fifth Revised Sheet No. 6.41

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule FLAT-1, Sheet No. 6.40)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.34 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**PURCHASED POWER CAPACITY COST:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.35 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**ENVIRONMENTAL COST:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.36 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**ENERGY CONSERVATION:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.38 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**STORM PROTECTION:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.31 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**STORM RESTORATION:**

The customer's actual monthly bill will be determined as set forth above and will not include a separate increase or decrease for the charges pursuant to Sheet No. 6.25 that would be applicable for service taken under Rate Schedule RS or Rate Schedule GS.

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen



GULF POWER COMPANY

Section No. VI  
Fifteenth Revised Sheet No. 6.42  
Canceling Fourteenth Revised Sheet No. 6.42

## RATE SCHEDULE GSTOU

### GENERAL SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSTOU

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 |                |

#### AVAILABILITY:

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

#### APPLICABILITY:

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

#### CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

#### MONTHLY RATES:

Base Charge: \$63.27

#### Energy Charges:

Summer – June through September:

|              |         |         |
|--------------|---------|---------|
| On-Peak      | 26.117¢ | per kWh |
| Intermediate | 9.750¢  | per kWh |
| Off-Peak     | 4.054¢  | per kWh |

October through May:

|           |        |         |
|-----------|--------|---------|
| All hours | 5.675¢ | per kWh |
|-----------|--------|---------|

ISSUED BY: Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sixth Revised Sheet No. 6.43  
Canceling Fifth Revised Sheet No. 6.43

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 |                |

(Continued from Rate Schedule GSTOU, Sheet No. 6.42)

**DETERMINATION OF THE SUMMER TIME PERIODS:**

The on-peak period for calendar months June through September is defined as being those hours between 1:00 p.m. EST and 6:00 p.m. EST, Monday through Friday.

The intermediate period for calendar months June through September is defined as being those hours between 11:00 a.m. EST and 1:00 p.m. EST and between 6:00 p.m. EST and 8:00 p.m. EST, Monday through Friday.

The off-peak period for calendar months June through September is defined as being all hours not included above and all hours of the observed holidays of Independence Day and Labor Day.

**MINIMUM MONTHLY BILL:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the applicable Base Charge.

**TERM OF CONTRACT:**

Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months written notice by either party to the other.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sixth Revised Sheet No. 6.44  
Canceling Fifth Revised Sheet No. 6.44

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 3 of 3 | January 1, 2021 |

(Continued from Rate Schedule GSTOU, Sheet No. 6.43)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Sixth Revised Sheet No. 6.45  
Canceling Fifth Revised Sheet No. 6.45

**RATE SCHEDULE GSDT  
GENERAL SERVICE - DEMAND  
TIME-OF-USE CONSERVATION  
(OPTIONAL SCHEDULE)**  
URSC: GSDT

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 5 |                |

**AVAILABILITY:**

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the Company.

**APPLICABILITY:**

Applicable as an option to Rate Schedule GSD for general service on an annual basis covering the entire electrical requirements of any Customer whose highest actual measured demand is not more than four hundred ninety-nine (499) kilowatts. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered. Three phase service may be furnished at the request of the Customer subject to the Rules and Regulations of the Company which govern the extension of the three phase service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Eleventh Revised Sheet No. 6.46  
Canceling Tenth Revised Sheet No. 6.46

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 5 |                |

(Continued from Rate Schedule GSDT, Sheet No. 6.45)

**MONTHLY RATES:**

Base Charge: \$63.27  
Demand Charge: \$4.52per kW of maximum demand plus;  
\$5.08per kW of on-peak demand  
  
Energy Charge: 2.427¢ per kWh

**MINIMUM MONTHLY BILLS:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge plus the Demand Charge.

**DETERMINATION OF THE ON-PEAK PERIOD:**

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST, Monday through Friday.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.47  
Canceling Fourth Revised Sheet No. 6.47

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 5 |                |

(Continued from Rate Schedule GSDT, Sheet No. 6.46)

**DETERMINATION OF THE OFF-PEAK PERIOD:**

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

**DETERMINATION OF BILLING DEMAND:**

- (a) Maximum Demand - The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15-minute demand to the nearest kilowatt (kW) during each service month.
- (b) On-Peak Demand - The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15-minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

**REACTIVE DEMAND CHARGE:**

When the capacity required to be maintained is one-hundred (100) kilowatts or more, at the option of the Company, the monthly bill calculated at the above rates may be increased in the amount of \$1.00 per kvar for all over kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.48  
Canceling Ninth Revised Sheet No. 6.48

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 4 of 5 |                |

(Continued from Rate Schedule GSDT, Sheet No. 6.47)

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of thirty-six (36) cents per kW of the Customer's Maximum Demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**TERM OF CONTRACT:**

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this optional rate schedule by a Rate Schedule GSD Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.48.1  
Canceling First Sheet No. 6.48.1

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>5 of 5 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule GSDT, Sheet No. 6.48)

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION**

See Sheet No. 6.31

**STORM RESTORATION**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen



GULF POWER COMPANY

Section No. VI  
Twelfth Revised Sheet No. 6.49  
Canceling Eleventh Revised Sheet No. 6.49

## **RATE SCHEDULE LPT**

### **LARGE POWER SERVICE – TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)**

URSC: GSLDT

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 5 |                |

#### **AVAILABILITY:**

Available on a first come - first serve basis subject to meter availability throughout the entire territory served by the transmission system of the Company.

#### **APPLICABILITY:**

Applicable as an option to Rate Schedule LP for three phase general service on an annual basis covering the entire electrical requirements of any Customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

#### **CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

#### **MONTHLY RATES:**

|                |                                                                           |
|----------------|---------------------------------------------------------------------------|
| Base Charge:   | \$364.90                                                                  |
| Demand Charge: | \$3.49 per kW of maximum demand plus;<br>\$13.70 per kW of on-peak demand |
| Energy Charge: | 1.288¢ per kWh                                                            |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.50  
Canceling Ninth Revised Sheet No. 6.50

|                              |                       |
|------------------------------|-----------------------|
| <b>PAGE</b><br><b>2 of 5</b> | <b>EFFECTIVE DATE</b> |
|------------------------------|-----------------------|

(Continued from Rate Schedule LPT, Sheet No. 6.49)

**MINIMUM MONTHLY BILLS:**

In consideration of the readiness of the Company to furnish such service, no monthly bill shall be rendered for less than the Base Charge plus the Demand Charge.

**DETERMINATION OF THE ON-PEAK PERIOD:**

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST, Monday through Friday.

**DETERMINATION OF THE OFF-PEAK PERIOD:**

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.51  
Canceling Ninth Revised Sheet No. 6.51

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 5 |                |

(Continued from Rate Schedule LPT, Sheet No. 6.50)

**DETERMINATION OF BILLING DEMAND:**

- (a) Maximum Demand--The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated 15-minute demand to the nearest kilowatt (kW) during each service month.
- (b) On-Peak Demand--The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated 15-minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates may be increased in the amount of \$per kvarfor all over kilovars per kilowatt (90% power factor). The kilovars to which this adjustmentshall apply shall be the monthly maximum measured kilovar demand or may be calculated as thesquare root of the difference between the square of the maximum monthly measured kVA demandand the square of the maximum monthly measured kW demand.

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the Monthly Rate will be subject to a discount of fifty (50) cents per month per kilowatt (kW) of the Customer's highestbilling demand as determined above, and an additional discount of one percent (1%) of the EnergyCharge and one percent (1%) of the Demand Charge; however, such deduction shall not reducethe minimum monthly bill specified above.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Tenth Revised Sheet No. 6.52  
Canceling Ninth Revised Sheet No. 6.52

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 4 of 5 |                |

(Continued from Rate Schedule LPT, Sheet No. 6.51)

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the Monthly Rate will be subject to a discount of seventy-six (76) cents per month per kilowatt (kW) of the Customer's highest billing demand as determined above, and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TERM OF CONTRACT:**

- (1) Service under this Schedule shall be for a period of not less than one year and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.
- (2) The initial selection of this rate schedule as an option by a Rate Schedule LP Customer may be terminated at any time by written or personal notice from the Customer. After such termination, any subsequent selection of this option by the same Customer for service at the same premises shall have a term of contract as specified in (1) above.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.52.1  
Canceling First Sheet No. 6.52.1

|                              |                                                 |
|------------------------------|-------------------------------------------------|
| <b>PAGE</b><br><b>5 of 5</b> | <b>EFFECTIVE DATE</b><br><b>January 1, 2021</b> |
|------------------------------|-------------------------------------------------|

(Continued from Rate Schedule LPT, Sheet No. 6.52)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Eleventh Revised Sheet No. 6.53  
Canceling Tenth Revised Sheet No. 6.53

## RATE SCHEDULE PXT

### LARGE HIGH LOAD FACTOR POWER SERVICE TIME-OF-USE CONSERVATION (OPTIONAL SCHEDULE)

URSC: GSLDT1

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 4 |                |

#### AVAILABILITY:

Available throughout the entire territory served by the transmission system of the Company.

#### APPLICABILITY:

Applicable as an option to Rate Schedule PX for three phase lighting and power service to any customer whose actual measured demand is not less than 7,500 kilowatts (kW), with an annual load factor of not less than seventy-five percent (75%). Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point and shall be measured by a single meter.

#### CHARACTER OF SERVICE:

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company.

#### MONTHLY RATES:

|                |                                                                           |
|----------------|---------------------------------------------------------------------------|
| Base Charge:   | \$1,473.71                                                                |
| Demand Charge: | \$1.75 per kW of maximum demand plus;<br>\$19.95 per kW of on-peak demand |
| Energy Charge: | On-Peak and Off-Peak Period: 0.790¢ per kWh                               |

ISSUED BY: Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Eleventh Revised Sheet No. 6.54  
Canceling Tenth Revised Sheet No. 6.54

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 4 |                |

(Continued from Rate Schedule PXT, Sheet No. 6.53)

**DETERMINATION OF THE ON-PEAK PERIOD:**

The on-peak period for calendar months April through October is defined as being those hours between 12:00 p.m. EST and 9:00 p.m. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 a.m. EST and 10:00 a.m. EST and between 6:00 p.m. EST and 10:00 p.m. EST, Monday through Friday.

**DETERMINATION OF THE OFF-PEAK PERIOD:**

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

**MINIMUM MONTHLY BILLS:**

In the event the Customer's annual load factor for the current and preceding eleven months is less than 75% and in consideration of the readiness of the Company to furnish such service, the minimum monthly bill shall not be less than the Base Charge plus \$26.03 per kW of maximum billing demand.

**DETERMINATION OF BILLING DEMAND:**

- (a) Maximum Demand--The kilowatt (kW) billing demand for billing purposes shall be the maximum measured kW demand integrated over any fifteen-minute interval during the current bill month but not less than 7500 kW.
- (b) On-Peak Demand--The kilowatt (kW) billing demand for billing purposes shall be the customer's maximum integrated 15-minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

ISSUED BY: Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fourth Revised Sheet No. 6.55  
Canceling Third Revised Sheet No. 6.55

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 4 |                |

(Continued from Rate Schedule PXT, Sheet No. 6.54)

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates and maintains the complete step-down transformer substation necessary to receive and use such service the Monthly Rate will be subject to a discount of thirty-three (33) cents per month per kilowatt (kW) of the Customer's maximum billing demand as determined above, and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge; however, such deduction shall not reduce the minimum monthly bill specified above.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TERM OF CONTRACT:**

(1) Service under this rate schedule shall be for a period of five (5) or more years and thereafter from year to year until terminated by twelve (12) months' written notice by either party to the other.

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.56  
Canceling Forth Revised Sheet No. 6.56

| PAGE   | EFFECTIVE DATE  |
|--------|-----------------|
| 4 of 4 | January 1, 2021 |

(Continued from Rate Schedule PXT, Sheet No. 6.55)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Second Revised Sheet No. 6.57  
Canceling First Revised Sheet No. 6.57

## RATE SCHEDULE SBS

## STANDBY AND SUPPLEMENTARY SERVICE

|                |                                  |
|----------------|----------------------------------|
| PAGE<br>1 of 8 | EFFECTIVE DATE<br>March 29, 2019 |
|----------------|----------------------------------|

### AVAILABILITY:

Available throughout the entire territory served by the Company.

### APPLICABILITY:

Applicable to any Customer which, having on-site generating equipment operated for other than emergency and/or test purposes, requests Standby or a combination of Standby and Supplementary Service. A Customer is required to take service under this rate schedule if its total on-site generating capability: (1) exceeds 100 kW, (2) supplies at least 20% of its total on-site electrical load, and (3) is operated for other than emergency purposes.

Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage and from a single delivery point.

### CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

### PROCEDURES:

Customers receiving service from this schedule must:

1. Execute a Standard Form of Contract for Electric Power identifying the Supplementary Service Capacity (NC) required to be maintained by the Company. In the event of a bona fide change in the Customer's maximum supplementary service requirements, the Supplementary Service Capacity (NC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the NC will be limited to two (2) each year.
2. Execute a Standby Service Agreement identifying the Standby Service Capacity (BC), not less than 100 kW, required to be maintained by the Company. In the event of a bona fide change in the Customer's standby service requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. However, contractual changes to the BC will be limited to two (2) each year.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.58  
Canceling First Revised Sheet No. 6.58

**PAGE**  
**2 of 8**

**EFFECTIVE DATE**  
**March 29, 2019**

(Continued from Rate Schedule SBS, Sheet No. 6.57)

3. Execute a Standby Service Interconnection Agreement and reimburse the Company for any necessary additional metering costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

**LIMITATION OF ABOVE 7,499 KW DEMAND RANGE FOR BILLING PURPOSES:**

This billing range will be available only to Customers: (1) which have a BC or NC that is above 7,499 and (2) which are required to take service under this rate schedule pursuant to the criteria contained in the section on Applicability set forth above.

**MONTHLY RATES:**

Customers with a BC and NC that fall in two different demand (kW) ranges will be billed under the demand (kW) range applicable to the larger of the BC or NC. Should the maximum demand (kW) taken in a billing month exceed the sum of the BC and NC, except as provided below, a new BC reflecting this new actual maximum demand will be established. In Lieu of the new BC based on the newly established actual maximum demand, the Customer and the Company may by mutual agreement select a new BC and/or NC. This selection must be made before the normal billing for the month in which the newly increased maximum demand is established. The Customer would then be billed under the demand (kW) range of the larger of the new (if applicable) BC and NC.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Eleventh Revised Sheet No. 6.59  
Canceling Tenth Revised Sheet No. 6.59

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>3 of 8 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

(Continued from Rate Schedule SBS, Sheet No. 6.58)

A Standby Service Customer will be billed for electric service in accordance with the following charges:

| <b>Contract Demand:</b>                                                                                                                        | <u>100 to 499 kW</u> | <u>500 to 7,499 kW</u> | <u>Above 7,499 kW</u> |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------|-----------------------|
| <b>Base Charge:</b>                                                                                                                            | \$262.06             | \$262.06               | \$624.00              |
| <b>Demand Charge:</b>                                                                                                                          |                      |                        |                       |
| Local Facilities Charge Per kW of BC and NC                                                                                                    | \$2.93               | \$2.65                 | \$0.93                |
| On-Peak Demand Charge:<br>Per kW of On-Peak kW up to NC                                                                                        | \$3.78               | \$9.88                 | \$10.86               |
| Plus the greater of:                                                                                                                           |                      |                        |                       |
| Reservation Charge:<br>Per kW of BC or<br>The Sum of the Daily On-Peak Standby Demand Charges:<br>Per kW per day of On-Peak kW in excess of NC | \$1.38               | \$1.38                 | \$1.41                |
|                                                                                                                                                | \$0.65               | \$0.65                 | \$0.66                |
| <b>Energy Charge Per kWh:</b>                                                                                                                  | 3.032¢               | 3.032¢                 | 3.032¢                |

Customers with zero (0) NC will not be subject to the On-Peak Demand Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fourth Revised Sheet No. 6.60  
Canceling Third Revised Sheet No. 6.60

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>4 of 8 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

(Continued from Rate Schedule SBS, Sheet No. 6.59)

**PROVISION FOR LOWERING STANDBY SERVICE CAPACITY (BC):**

The BC may be decreased by mutual agreement between the Customer and the Company provided the Customer has sufficiently demonstrated that its continuing requirements for Standby capacity are now less than the established BC. If the Customer's BC has been decreased and, within 12 months of such change, the Customer's BC increases through the operation of the provisions of this tariff, the Customer shall pay the difference between what was billed during the elapsed time as demand charges and what would have been billed to the Customer as demand charges using the lesser of the newly established BC or the BC in effect before the decrease. This adjustment will appear on the bill for the billing period in which the increased BC is first effective.

**PROVISION FOR COORDINATED MAINTENANCE MONTHS (CMMs):**

The Customer will be allowed up to a total maximum of four (4) billing months in the period September through May to be designated as Coordinated Maintenance Months (CMMs), subject to the approval of the Company. The Customer's request for designation of a particular month as a CMM should ordinarily be submitted six (6) months in advance. The Company, in its sole discretion, may accept a request submitted less than six (6) months in advance. The request for Company approval of a proposed CMM must be submitted in writing.

If the highest standby demand occurring during an approved CMM exceeds the Customer's BC, then this new higher BC will be used in the determination of the Reservation Charge for only the current month. For future billing periods, this new higher BC will be waived for purposes of the calculation of the Reservation Charge and the previous lower BC will be applicable. However, this new higher BC will be used in the determination of the Local Facilities Charge for the current month as well as future billing periods, except as provided under the paragraph entitled "Provision for Lowering Standby Service Capacity (BC)".

During an approved CMM, the Customer will not be billed for the Daily On-Peak Standby Demand Charges that would otherwise be applicable.

**DETERMINATION OF THE ON-PEAK PERIOD:**

The on-peak period for calendar months April through October is defined as being those hours between 12:00 P.M. EST and 9:00 P.M. EST, Monday through Friday.

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST, Monday through Friday.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.61  
Canceling Second Revised Sheet No. 6.61

|                              |                       |
|------------------------------|-----------------------|
| <b>PAGE</b><br><b>5 of 8</b> | <b>EFFECTIVE DATE</b> |
|------------------------------|-----------------------|

(Continued from Rate Schedule SBS, Sheet No. 6.60)

**DETERMINATION OF THE OFF-PEAK PERIOD:**

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

**DETERMINATION OF STANDARD BILLING DEMAND:**

**On-Peak Demand** - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen-minute demand to the nearest kilowatt (kW) during each service month as measured during the hours designated as on-peak but not to exceed the NC. This demand (kW) is not applicable to Customers contracting for and receiving zero (0) NC.

**Daily On-Peak Standby Demand** - The kilowatt (kW) billing demand for billing purposes shall be the Customer's maximum integrated fifteen-minute demand to the nearest kilowatt (kW) in excess of the NC (if applicable) as measured during the peak hours of each day for each on-peak day of the billing period.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kva demand and the square of the maximum monthly measured kW demand. This charge is applicable only to the Supplementary Service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.62  
Canceling Fourth Revised Sheet No. 6.62

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>6 of 8 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

(Continued from Rate Schedule SBS, Sheet No. 6.61)

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of: five (5) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 100 to 499 kW demand range; or five (5) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range; and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation necessary to receive and use such service, the monthly rate will be subject to a discount of six (6) cents per month per kilowatt (kW) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers which are billed under the 500 to 7,499 kW demand range and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of six (6) cents per kilowatt (kW) of the demand used in the calculation of the Local Facilities Charge for those customers which are billed under the above 7,499 kW demand range and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

**TERM OF CONTRACT:**

Service under this rate schedule shall be for a minimum period of five (5) years and shall continue thereafter from year to year until terminated by either party upon twenty-four (24) months written notice to the other.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.63  
Canceling Fourth Revised Sheet No. 6.63

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>7 of 8 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule SBS, Sheet No. 6.62)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENERGY CONSERVATION:**

See Sheet No. 6.36

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**ENVIRONMENTAL COST:**

See Sheet No. 6.38

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.64  
Canceling First Revised Sheet No. 6.64

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 8 of 8 | March 29, 2019 |

(Continued from Rate Schedule SBS, Sheet No. 6.63)

**DEFINITIONS:**

**"Standby electric service"** refers to backup or maintenance service or both.

**"Backup service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

**"Maintenance service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generating system.

**"Supplementary service"** means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

**"Outage"** means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. VI  
First Revised Sheet No. 6.67  
Canceling Original Sheet No. 6.67

## RATE SCHEDULE ISS

### INTERRUPTIBLE STANDBY SERVICE (OPTIONAL RIDER)

|                |                                  |
|----------------|----------------------------------|
| PAGE<br>1 of 8 | EFFECTIVE DATE<br>March 29, 2019 |
|----------------|----------------------------------|

#### AVAILABILITY:

Available throughout the entire territory served by the Company. Availability of service under this rate schedule to particular customers will be determined on a customer by customer basis in accordance with the maximum level of cost-effective non-firm load approved by order of the Florida Public Service Commission. Service under this rate schedule is subject to installation of equipment necessary for implementation.

#### APPLICABILITY:

To any Customer eligible for rate schedule (SS) having on-site generating equipment and requesting interruptible standby service. A Customer may not take service under this rate schedule in conjunction with firm supplementary service unless the two services are taken on electrically separate circuits through separate meters.

#### CHARACTER OF SERVICE:

Alternating current, 60 cycle, single-phase or three-phase, at the Company's standard voltage available.

#### LIMITATION OF SERVICE:

Resale of service not permitted hereunder. Interruptible Standby Service under this rate schedule is subject to immediate interruption during any time period that electric energy is needed to maintain service to the Company's firm service customers and any interruption is subject to the sole discretion of the Company.

#### PROCEDURES:

Customer receiving service under this schedule must:

1. Execute a Standard Contract for Electric Power which identifies the Supplementary Service Capacity (SC) which is required to be maintained by the Company and establishes a Rate Schedule for such Supplementary Service. In the event of a bona fide change in the customer's maximum supplementary requirements, the Supplementary Service Capacity (SC) for the future may be changed accordingly.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.68  
Canceling Original Sheet No. 6.68

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>2 of 8</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Rate Schedule ISS, Sheet No. 6.67)

2. Execute a Contract for Interruptible Standby Service which identifies the Interruptible Standby Service Capacity (IC) which is required to be maintained by the Company subject to interruption and reimburse the Company for any costs associated with equipment necessary for interrupting the Customer's electric service. In the event of a bona fide change in the customer's standby requirements, the Interruptible Standby Service Capacity (IC) for the future may be changed accordingly by mutual agreement.
3. Execute an Interconnection Agreement and reimburse the Company for any necessary additional metering and equipment costs incurred by the Company as a result of supplying electric service to the Customer under the terms of this schedule.

**INTERRUPTIONS:**

Service under this schedule may be interrupted at the sole discretion of the Company. The Company will endeavor to provide at least six (6) hours advance notice of an interruption, except when an interruption is deemed necessary in order to maintain service to the Company's firm service customers. Notification will be made by telephone and will be followed by written confirmation. In the event of an emergency, there may be no advance notification.

**DETERMINATION OF STANDBY SERVICE (KW) RENDERED:**

Where the customer takes supplementary service and standby service through a single meter, the amount of standby service (KW) taken by the customer shall be determined in the following manner:

Within three (3) days of an outage of the Customer's generating equipment, the Customer will notify the Company that such outage has occurred, will specify the amounts (KW) of Standby Service, if any, expected to be taken, and give an estimate of the expected duration of that outage. Within three (3) days after normal operations are restored, the Customer will notify the Company that operations are back to normal and Standby Service, if taken, is no longer required. On the day after the last day of each billing period, the Customer will provide the Company a written report specifying (1) the beginning date and time of each outage, (2) the ending date and time of each outage, (3) the daily maximum amount (KW) of Standby Service, if any, taken during each outage of the billing period, and (4) the daily on-peak period load reduction (KW) that is a direct result of the Customer's generation outage. If the Standby Service taken on a particular day occurs during an on-peak period as well as an off-peak period, then the daily maximum amount (KW) of Standby Service will be shown separately for each on-peak period and off-peak period. The information from this written report in combination

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.69  
Canceling Second Revised Sheet No. 6.69

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 8 |                |

(Continued from Rate Schedule ISS, Sheet No. 6.68)

with the Company's metered data will be applied to the formula shown below to determine the amount of daily Standby Service (KW) taken by the Customer during designated peak hours for each day during the outage. Provided, however, that at no time will the amount (KW) of daily Standby Service being taken by the Customer exceed the difference between the amount of load in KW ordinarily supplied by the Customer's generation and the minimum totalized Customer generation output (KW) occurring in any interval during the daily on-peak period of the current outage, and shall not exceed the total service (KW) being supplied by the Company.

Daily Standby Service (KW) =

The amount of load in KW ordinarily supplied by the Customer's generation.

Minus the Customer's daily generation output (KW) occurring during the on-peak period of the current outage.<sup>(1)</sup>

Minus the daily on-peak period load reduction (KW) that is a direct result of the Customer's current generation outage.<sup>(1)</sup>

All amounts (KW) of service supplied by the Company during such outage in excess of the amounts (KW) of Standby Service are to be treated as actual measured demand in the Determination of Billing Demand of the Rate Schedule established for Supplementary Service. In no event, shall Customer's demand (KW) billed as Standby Service also be billed as Supplementary Service.

(1) The Customer's daily generation output (KW) and daily on-peak period load reduction (KW) that are used in the formula must occur during the same 15-minute interval as the daily Standby Service (KW) that is used for billing purposes.

Where the Customer takes supplementary service and standby service through separate meters on electrically separate circuits, the amount of standby service (KW) taken by the customer shall be determined by the actual meter reading on the meter which measures the usage delivered through the standby service circuit.

**MONTHLY CHARGES - STANDBY SERVICE:**

**Customer Charge** - All standby service customers will pay the LP/LPT customer charge plus \$24.62 except for those taking supplementary service on PX/PXT for whom the charge should be the PX/PXT customer charge plus \$24.62.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.70  
Canceling Second Revised Sheet No. 6.70

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>4 of 8 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

(Continued from Rate Schedule ISS, Sheet No. 6.69)

**Demand Charges**

Local Facilities Charge -

- a. For those customers who have contracted for standby service capacity not less than 100 KW nor more than 499 KW - \$1.66/KW of IC.
- b. For those customers who have contracted for standby service capacity not less than 500 KW nor more than 7499 KW - \$1.23/KW of IC.
- c. For those customers who have contracted for standby service capacity not less than 7500 KW - \$0.51/KW of IC.

Plus the Greater of:

The Reservation Charge: \$0.80 per KW times IC.

OR

The sum of the Daily Demand Charges for the month:

During the months of June through September, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.45/KW/day and the Daily Interruptible Standby Demand established during the peak hours of each day.

During the months of October through May, the Daily Demand Charge for Interruptible Standby Service shall be the product of \$0.33/KW/day and the Daily Interruptible Standby Demand established during designated peak hours of each day.

Daily Demand Charge is not applied during days which do not include designated peak hours.

The IC to be used in the above calculations will be the greater of the Interruptible Standby Service Capacity (KW) in accordance with the Contract for Interruptible Standby Service or the maximum Interruptible Standby Service (KW) taken in the current and twenty-three (23) previous service months. This ratchet provision will be waived for the reservation charge if a change in the IC is a result of a maintenance outage which was fully coordinated in advance with the Company and did not include a peak hour(s) that determines the Company's IIC payments or revenues.

**MONTHLY CHARGES - SUPPLEMENTARY SERVICE:**

All charges and conditions as contained in the rate schedule which has been established in the Standard Contract for Electric Power will be applied to the Supplementary Service.

**DETERMINATION OF THE ON-PEAK PERIOD:**

The on-peak period for calendar months April through October is defined as being those hours between 12:00 P.M. EST and 9:00 P.M. EST, Monday through Friday.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Forth Revised Sheet No. 6.71  
Canceling Third Revised Sheet No. 6.71

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 5 of 8 |                |

(Continued from Rate Schedule ISS, Sheet No. 6.70)

The on-peak period for calendar months November through March is defined as being those hours between 6:00 A.M. EST and 10:00 A.M. EST and between 6:00 P.M. EST and 10:00 P.M. EST, Monday through Friday.

**DETERMINATION OF THE OFF-PEAK PERIOD:**

All hours not included above and all hours of the observed holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas are in the off-peak period.

**ENERGY CHARGES:**

0.352¢/KWH applied to all Interruptible Standby Service KWH.

**TRANSFORMER OWNERSHIP DISCOUNT AND PRIMARY METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule at the local primary distribution voltage and any transformers required are furnished by the Customer, the monthly rate will be subject to a discount of twenty-seven (27) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 100 kw nor more than 499 kw or forty-one (41) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw and an additional discount of one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

**TRANSFORMER OWNERSHIP DISCOUNT AND TRANSMISSION METERING VOLTAGE DISCOUNTS:**

When the Company renders service under this Rate Schedule from an available transmission line of 46,000 volts or higher and the Customer furnishes, operates, and maintains the complete step-down transformer substation, necessary to receive and use such service, the monthly rate will be subject to a discount of forty-eight (48) cents per month per kilowatt (kw) of the Customer's demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 500 kw nor more than 7499 kw and an additional discount of two percent (2%) of the Energy Charge and two percent (2%) of the Demand Charge. The monthly rate will be subject to a discount of seven (7) cents per kilowatt (kw) of the demand used in the calculation of the Local Facilities Charge for those customers who have contracted for standby service capacity not less than 7500 kw and an additional one percent (1%) of the Energy Charge and one percent (1%) of the Demand Charge.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.72  
Canceling First Revised Sheet No. 6.72

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>6 of 8</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Rate Schedule ISS, Sheet No. 6.71)

**FUEL CHARGES:**

Fuel Charges as shown in Rate Schedule CR for the rate schedule which has been established in the Standard Contract for Electric Power will be applied to all Interruptible Standby Service KWH.

**TERM OF SERVICE:**

Service under this rate schedule shall be for an initial period of five (5) or more years from the commencement of service under this rate schedule and shall continue thereafter from year to year until terminated by written notice as follows:

1. If the Customer wishes to transfer from non-firm to firm service, then the Customer must give five (5) years advance written notice in order to comply with FPSC Rule No. 25-6.0438, F.A.C. A different minimum notice can be used only with the approval of the FPSC.
2. If the Customer no longer wishes to receive electric service in any form from the Company, the Customer may terminate the Interruptible Standby Service Agreement by giving thirty (30) days advance written notice to the Company.
3. The Company may terminate service under this rate schedule at any time for the Customer's failure to comply with the terms and conditions of this rate schedule or the Interruptible Standby and Supplementary Service Agreement. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate this service under this rate schedule at the end of the 90-day notice period unless the Customer takes measures necessary to eliminate, to the Company's satisfaction, the compliance deficiencies described by the Company. Notwithstanding the foregoing, if, at any time during the 90-day period, the Customer either refuses or fails to initiate and pursue corrective action, the Company shall be entitled to suspend forthwith the monthly billing under this rate schedule and bill the Customer under the otherwise applicable firm service rate schedule.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.73  
Canceling Second Revised Sheet No. 6.73

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 7 of 8 |                |

(Continued from Rate Schedule ISS, Sheet No. 6.72)

**CHARGES FOR NON-COMPLIANCE WITH TERMS OF SERVICE:**

If service is terminated by the Company or if the Customer terminates service or transfers to a firm service rate schedule during the initial term of five (5) years or without providing at least five (5) years written notice, the Customer will be:

1. rebilled under the otherwise applicable firm service rate schedule for (a) the prior sixty (60) months or (b) the number of months the Customer has been billed under this rate schedule, whichever is less, and
2. billed a penalty charge of \$1.00 per kw times the number of months rebilled in No. 1 above times the current Maximum Demand.

If the Customer is required to transfer to another retail rate schedule as a result of Commission Rule 25-6.0438, F.A.C., the Customer will not be rebilled.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.74  
Canceling Second Revised Sheet No. 6.74

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>8 of 8 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

(Continued from Rate Schedule ISS, Sheet No. 6.73)

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

**DEFINITIONS:**

**"Standby electric service"** refers to backup or maintenance service or both.

**"Backup service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during an unscheduled outage of the Customer's generation. An unscheduled outage is defined as the loss or reduction of generation output due to equipment failure(s) or other condition(s) beyond the control of the Customer.

**"Maintenance service"** means electric energy or capacity supplied by the Company to replace energy or capacity ordinarily generated by a Customer's own generation equipment during a scheduled outage of the Customer's generation. A scheduled outage is defined as the loss or reduction due to maintenance activities of any portion of a Customer's generation system.

**"Supplementary service"** means electric energy or capacity supplied by the Company in addition to that which is normally provided by the Customer's own generation equipment.

**"Outage"** means that period in which a forced or unforced reduction in the totalized output of the Customer's generator(s) occurs.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. VI  
Fifth Revised Sheet No. 6.75  
Canceling Fourth Revised Sheet No. 6.75

## **RATE SCHEDULE RSVP**

### **RESIDENTIAL SERVICE VARIABLE PRICING LIMITED AVAILABILITY RATE ELECTRIC VEHICLE CHARGING (Optional Schedule)**

URSC: RS1

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>1 of 4 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
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#### **AVAILABILITY:**

Available, subject to equipment availability, to customers eligible for Rate Schedule RS (Residential Service). Availability is limited to those customers enrolled in the EnergySelect® programs.

#### **APPLICABILITY:**

Applicable as an alternative to Rate Schedule RS for service used for domestic purposes and electric vehicle charging at an individually metered dwelling unit suitable for year-round family occupancy containing full kitchen facilities. Service provided hereunder shall not be shared with or resold to others. Service is provided only with the owner's permission.

#### **INSTALLATION AND REMOVAL:**

Energy management equipment will be installed at the Customer's residence upon the Customer's request for service under Rate Schedule RSVP at no charge to the Customer. Gulf Power will provide the necessary energy management equipment for use on the Customer's premises. Customer will provide Gulf Power and its agents with reasonable access to the premises for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Twelfth Revised Sheet No. 6.76  
Canceling Eleventh Revised Sheet No. 6.76

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 4 |                |

(Continued from Rate Schedule RSVP, Sheet No. 6.75)

If a Customer moves into a residence with existing Company-owned energy management equipment, the Customer will receive service under Rate Schedule RSVP. The Customer will be given the option of remaining on Rate Schedule RSVP or moving to Rate Schedule RS.

**CHARACTER OF SERVICE:**

Available for single-phase service from local distribution lines of the Company's system at nominal secondary voltage of 120/240 volts. Service shall be metered through one metering device capable of measuring electrical energy consumption during the various times each energy demand charge is in effect.

**RATES:**

|                                        |                |
|----------------------------------------|----------------|
| Base Charge:                           | 82¢ per day    |
| Energy Demand Charge:                  |                |
| Low Cost Hours (P <sub>1</sub> ):      | 6.241¢ per kWh |
| Medium Cost Hours (P <sub>2</sub> ):   | 6.241¢ per kWh |
| High Cost Hours (P <sub>3</sub> ):     | 6.241¢ per kWh |
| Critical Cost Hours (P <sub>4</sub> ): | 6.241¢ per kWh |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Sixth Revised Sheet No. 6.77  
Canceling Fifth Revised Sheet No. 6.77

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>3 of 4 | <b>EFFECTIVE DATE</b> |
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(Continued from Rate Schedule RSVP, Sheet No. 6.76)

**DETERMINATION OF PRICING PERIODS:**

Pricing periods are established by season for weekdays and weekends in Eastern Standard Time. The pricing periods for price levels P<sub>1</sub>, P<sub>2</sub>, and P<sub>3</sub> are as follows:

May through October

|          | P <sub>1</sub>   | P <sub>2</sub>                      | P <sub>3</sub>  |
|----------|------------------|-------------------------------------|-----------------|
| Weekdays | 11 P.M. - 6 A.M. | 6 A.M. - 1 P.M.<br>6 P.M. - 11 P.M. | 1 P.M. - 6 P.M. |
| Weekends | 11 P.M. - 6 A.M. | 6 A.M. - 11 P.M.                    | -----           |

November through April

|          | P <sub>1</sub>   | P <sub>2</sub>                       | P <sub>3</sub>   |
|----------|------------------|--------------------------------------|------------------|
| Weekdays | 11 P.M. - 5 A.M. | 5 A.M. - 6 A.M.<br>10 A.M. - 11 P.M. | 6 A.M. - 10 A.M. |
| Weekends | 11 P.M. - 6 A.M. | 6 A.M. - 11 P.M.                     | -----            |

The pricing periods for price level P<sub>4</sub> shall be determined at the sole discretion of the Company. Each customer will be notified by electronic signal at least one half hour prior to the start of price level P<sub>4</sub>.

The pricing periods for the following observed holidays will be the same as the weekend hour price levels for the month in which the holiday occurs:

- |                  |               |
|------------------|---------------|
| New Year's Day   | Memorial Day  |
| Independence Day | Labor Day     |
| Thanksgiving Day | Christmas Day |

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, a charge will be made of not less than the Base Charge.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.78  
Canceling Fourth Revised Sheet No. 6.78

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>4 of 4 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule RSVP, Sheet No. 6.77)

**TERM OF CONTRACT:**

The term of service under this rate shall be continued thereafter unless terminated by the customer with thirty days written notice.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**FUEL CHARGE:**

See Sheet No. 6.34

**PURCHASED POWER CAPACITY COST:**

See Sheet No. 6.35

**ENVIRONMENTAL COST:**

See Sheet No. 6.36

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**STORM PROTECTION:**

See Sheet No. 6.31

**STORM RESTORATION:**

See Sheet No. 6.25

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

**RATE SCHEDULE SP  
SURGE PROTECTION  
(Closed Schedule)**

Section No. VI  
Fourth Revised Sheet No. 6.79  
Canceling Third Revised Sheet No. 6.79

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>1 of 1 | <b>EFFECTIVE DATE</b> |
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**AVAILABILITY:**

Available throughout the entire territory served by the Company subject to equipment availability. In order to receive this service, the Customer must sign a Surge Protection Agreement (Form 16).

**APPLICABILITY:**

Applicable to any customer who is taking electric service under Rate Schedule RS, FLAT-1, GS, GSD, GSDT, or GSTOU with a single phase self contained meter and a 200 amp or smaller main electrical panel. Service hereunder includes regular maintenance and replacement of the whole house surge arrester equipment installed by the Company between the meter and the meter base.

**MONTHLY RATES:**

The Customer will pay the appropriate RS, FLAT-1, GS, GSD, GSDT, or GSTOU monthly rate in addition to the charge below:

Equipment Charge: \$3.45 per month

**TERM OF AGREEMENT:**

Service under this Rate Schedule shall be on a month-to-month basis and shall continue until terminated by notice of either party to the other. This tariff is closed.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fourth Revised Sheet No. 6.80  
Canceling Third Revised Sheet No. 6.80

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 4 |                |

**RATE SCHEDULE RTP  
LIMITED AVAILABILITY  
RATE REAL TIME PRICING  
(CLOSED SCHEDULE)**

**AVAILABILITY:**

Availability is limited to (1) existing customers eligible for Rate Schedules LP, LPT, PX, or PXT with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months, (2) existing customers currently taking service under Rate Schedule SBS with an annual peak load not less than 500 kilowatts (kW) for the previous 12 months and contracted Supplementary Service that is at least 50% of the contracted Standby Service for the previous 12 months, and (3) new customers (any customer with less than 12 months of electric service with Gulf Power Company) eligible for Rate Schedules LP, LPT, PX, or PXT with an estimated annual peak load not less than 500 kilowatts (kW).

**APPLICABILITY:**

Applicable for three phase service on an annual basis covering the entire electrical requirements of the customer. Service to two or more premises shall not be combined nor shall service furnished hereunder be shared with or resold to others. All service shall be taken at the same voltage, from a single delivery point, and shall be measured by a single meter.

**CHARACTER OF SERVICE:**

The delivery voltage to the Customer shall be the standard secondary voltage of the Company's transformers supplied from the transmission lines of the Company or the voltage of the available secondary distribution lines of the Company for the locality in which service is to be rendered.

**MONTHLY RATES:**

Base Charge: \$1,840.53

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.81  
Canceling Second Revised Sheet No. 6.81

|                              |                       |
|------------------------------|-----------------------|
| <b>PAGE</b><br><b>2 of 4</b> | <b>EFFECTIVE DATE</b> |
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(Continued from Rate Schedule RTP Sheet No. 6.80)

Energy Charge: The RTP hourly energy prices are derived using the day ahead projection of Southern System Lambdas adjusted to recognize embedded costs. This price is determined as follows:

$$P = \lambda \times M + D$$

Where,

"P" = hourly price in ¢/KWH

"λ" = Southern Company territorial system Lambda, projected a day ahead for each hour of the day

"M" = multiplier which is used to adjust λ to recognize embedded costs

"D" = constant amount of 0.25¢/KWH added to each hourly price

"M" is determined as follows:

Generation and transmission embedded cost revenue requirements for Gulf Power's industrial customers are assigned to each of three periods, into which the year is divided<sup>1</sup>. The total revenue requirement for each period is then divided by the total relevant energy sales (KWH) for each respective period, to arrive at a total revenue requirement on a cents per KWH basis for each of the periods. For each period, this revenue requirement (cents/KWH) is divided by the average of projected hourly Southern System Lambdas for that period. The result is a Multiplier, "M", for each of the three periods. These multipliers will be reviewed periodically and adjusted as needed.

"D" is determined as follows:

Total embedded distribution revenue requirements for Gulf Power's industrial customers are divided by the total annual energy sales (KWH) to derive this cents per kilowatt-hour (KWH) constant for each hour of the year. These distribution costs were not included in the determination of the multiplier (M).

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<sup>1</sup> Revenue requirements here would not include fuel costs, energy conservation costs, purchased power capacity costs, or environmental costs.

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.82  
Canceling Second Revised Sheet No. 6.82

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>3 of 4 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

(Continued from Rate Schedule RTP Sheet No. 6.81)

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**NOTIFICATION OF HOURLY PRICES:**

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

**TERM OF CONTRACT:**

Service under this rate schedule shall be for a period of one (1) year.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Fourth Revised Sheet No. 6.83  
Canceling Third Revised Sheet No. 6.83

|                       |                                          |
|-----------------------|------------------------------------------|
| <b>PAGE</b><br>4 of 4 | <b>EFFECTIVE DATE</b><br>January 1, 2021 |
|-----------------------|------------------------------------------|

(Continued from Rate Schedule RTP Sheet No. 6.81)

**MINIMUM BILL:**

In consideration of the readiness of the Company to furnish such service, no monthly bill will be rendered for less than the Base Charge.

**REACTIVE DEMAND CHARGE:**

The monthly bill calculated at the above rates shall also be increased in the amount of \$1.00 per kvar for all over 0.48432 kilovars per kilowatt (90% power factor). The kilovars to which this adjustment shall apply shall be the monthly maximum measured kilovar demand or may be calculated as the square root of the difference between the square of the maximum monthly measured kVA demand and the square of the maximum monthly measured kW demand.

**NOTIFICATION OF HOURLY PRICES:**

The Company will notify the Customer by 4:00 p.m. Central Time each work day the hourly prices for the next twenty-four (24) hours beginning at 12:00 a.m. (midnight). On Fridays and the last work day before a holiday, the Company will provide hourly prices through the next work day. The Company reserves the right, with prior notice to the participating customers, to send daily prices on weekends and holidays.

**TERM OF CONTRACT:**

Service under this rate schedule shall be for a period of one (1) year.

**DEPOSIT:**

A deposit amounting to twice the estimated average monthly bill may be required before service is connected at designated premises. The deposit may be applied to any final bills against the Customer for service.

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE BILLING:**

See Sheet No. 6.37

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Second Revised Sheet No. 6.84  
Canceling First Revised Sheet No. 6.84

## **RATE SCHEDULE CIS**

### **LIMITED AVAILABILITY EXPERIMENTAL RATE COMMERCIAL/INDUSTRIAL SERVICE (OPTIONAL RIDER)**

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>1 of 3 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

#### **AVAILABILITY:**

Available, at the Company's option, to non-residential customers currently taking service, or qualified to take service, under the Company's Rate Schedules applicable to loads of 500 KW or greater. Customers desiring to take service under this rider must make a written request. Such request shall be subject to the Company's approval, with the Company under no obligation to grant service under this rider.

This rider will be closed to further subscription by eligible customers when one of two conditions has occurred: (1) The total capacity subject to executed Contract Service Arrangements ("CSAs") reaches 200 megawatts of connected load, or (2) The Company has executed twelve CSAs with eligible customers under this rider. The period defined by these conditions is the pilot study period. This limitation on subscription can be removed by the Commission at any time upon good cause having been shown by the Company based on data and experience gained during the pilot study period.

Gulf Power is not authorized by the Florida Public Service Commission to offer a CSA under this rate schedule in order to shift existing load currently being served by a Florida electric utility pursuant to a tariff rate schedule on file with the Florida Public Service Commission away from that utility to Gulf Power.

#### **APPLICABILITY:**

Service provided under this optional rider shall be applicable to all, or a portion of, the Customer's existing or projected electric service requirements which would not be served by the Company but for the application of this rider and which would otherwise qualify for such service under the terms and conditions set forth herein. Such load (Qualifying Load) shall be determined by the Customer and the Company. Service furnished hereunder shall not be shared with or resold to others.

**ISSUED BY:** Charles Boyett

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.85  
Canceling First Revised Sheet No. 6.85

**PAGE**  
2 of 3

**EFFECTIVE DATE**  
March 29, 2019

(Continued from Rate Schedule CIS, Sheet No. 6.84)

Qualifying Load must be served behind a single meter and must equal or exceed 500 kW.

Any Customer receiving service under this rider must provide the following documentation, the sufficiency of which shall be determined by the Company:

1. Legal attestation by the Customer (through an affidavit signed by an authorized representative of the Customer) to the effect that, but for the application of this rider to the qualifying load, such load would not be served by the Company;
2. Other documentation, as requested by the Company, demonstrating that there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the Customer's taking electric service from the Company; and
3. In the case of existing Customers, an agreement to provide the Company with a recent energy audit of the Customer's physical facility (the Customer may have the audit performed by the Company at no expense to the Customer) which provides sufficient detail to provide reliable cost and benefit information on energy efficiency improvements which could be made to reduce the Customer's cost of energy in addition to any discounted pricing provided under this rider.

**CHARACTER OF SERVICE:**

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions differ from the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.86  
Canceling First Revised Sheet No. 6.86

PAGE  
3 of 3

EFFECTIVE DATE  
March 29, 2019

(Continued from Rate Schedule CIS, Sheet No. 6.85)

**MONTHLY CHARGES:**

Unless specifically noted in this rider or within the Contract Service Arrangement, the charges assessed for service shall be those found within the otherwise applicable rate schedules.

Additional Base Charge: \$250.00

Demand/Energy Charges: Any negotiated Demand and/or Energy Charges, or the procedure for calculating the negotiated charges, under this rider shall be set forth in the Contract Service Arrangement and shall recover all incremental costs the Company incurs in serving the Customer's Qualifying Load plus a contribution to the Company's fixed costs.

Provisions and/or Conditions Associated with Monthly Charges: Any negotiated provisions and/or conditions associated with the Monthly Charges shall be set forth in the Contract Service Arrangement and may be applied during all or a portion of the term of the Contract Service Arrangement. These negotiated provisions and/or conditions may include, but are not limited to, a guarantee by the Company to maintain the level of either the Demand and/or Energy Charges negotiated under this rider for a specified period, such period not to exceed the term of the Contract Service Arrangement.

**SERVICE AGREEMENT:**

Each Customer shall enter into a Contract Service Arrangement ("CSA") with the Company to purchase the Customer's entire requirements for electric service at the service locations set forth in the CSA. For purposes of the CSA, "the entire requirements for electric service" may exclude certain electric service requirements served by the Customer's own generation as of the date shown on the CSA. The CSA shall be considered a confidential document. The pricing levels and procedures described within the CSA, 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 is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Florida Public Service Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. VI  
Second Revised Sheet No. 6.87  
Canceling First Revised Sheet No. 6.87

**RATE SCHEDULE BERS**

**BUILDING ENERGY RATING SYSTEM  
(BERS)**

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

**AVAILABILITY:**

Available to all single-family residential buildings within Gulf Power's service territory excluding mobile (manufactured) homes.

**APPLICABILITY:**

Existing Home – Upon request, a state Certified Rater will perform an on-site energy audit and provide a BERS Certificate as outlined in Rule 9B-60 of the Florida Administrative Code.

New Home Construction – Upon request, a state Certified Rater will provide a BERS Certificate using the Florida Energy Efficiency Code for Building Construction Whole Building Performance Method A.

**FEE SCHEDULE:**

| <u>Rating</u> | <u>New Home</u> | <u>Existing Home</u> |
|---------------|-----------------|----------------------|
| Class I       | \$500.00        | \$500.00             |
| Class II      | \$200.00        | \$200.00             |
| Class III     | \$120.00        | N/A                  |

The foregoing fees assume the existence of residences having a single duct system and 2,000 square feet or less of conditioned living space. For residences having greater than 2,000 square feet of conditioned living space, an additional \$.10 per square foot of conditioned living space may be added to the fee. Similarly, for residences having more than one duct system, \$35.00 may be added to the fee for each additional duct system.

In addition to the above charges, a registration fee for each rating will be added as set forth by the state approved BERS registration agency (Florida Solar Energy Center).

**TERMS OF PAYMENT:**

The rating fee and registration fee shall be payable after the rating is completed but prior to delivery of the BERS certificate.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.88  
Canceling Original Sheet No. 6.88

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>2 of 2</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Rate Schedule BERS, Sheet No. 6.87)

**DEFINITIONS:**

**BERS Rating Classifications:**

Class I -- These ratings use site energy audit data plus on-site performance test data.

Class II -- These ratings use site energy audit data.

Class III -- These ratings are for new homes using building plans, construction documents and Energy Code compliance reports.

Existing Home – A completed residential occupancy building for which a certificate of occupancy or equivalent approval for occupancy has been issued.

Florida Energy Code Whole Building Performance A – A performance based Code compliance method, which considers energy use for the whole building, both the envelope and its major energy-consuming systems. Under this method, an As-Built home is compared to a Baseline house of the same configuration and orientation in that region of the state.

**ISSUED BY:** Charles S. Boyett

GULF POWER COMPANY

Section No. VI  
First Revised Sheet No. 6.91  
Canceling Original Sheet No. 6.91

## **RATE SCHEDULE MBFC**

### **MILITARY BASE FACILITIES CHARGE (OPTIONAL RIDER)**

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>1 of 1 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

#### **AVAILABILITY:**

Available throughout the entire territory served by the Company.

#### **APPLICABILITY:**

Military bases receiving electric service from the Company that are privatizing their utility facilities are eligible to receive service under this schedule at the discretion of the Company.

#### **CHARACTER OF SERVICE:**

This optional rider is offered in conjunction with the rates, terms, and conditions of the tariff under which the Customer takes service and affects the total bill only to the extent that the negotiated rates, terms, and conditions supplement the rates, terms, and conditions of the otherwise applicable rate schedules as provided for under this rider.

#### **MONTHLY CHARGE:**

The negotiated Facilities Charge shall be set forth in the Facilities Agreement negotiated between the eligible customer and the Company. The negotiated Facilities Charge will be calculated by the Company to recover the costs associated with the acquisition of the facilities, the expenses related to operating and maintaining, the expenses incurred for administrative and general, and the applicable taxes. In addition, charges associated with negotiated terms and conditions in the Facilities Agreement shall be included in the Electric Facilities Charge.

#### **FACILITIES AGREEMENT:**

As a prerequisite for receiving service under this Rider, the customer shall execute a Facilities Agreement containing the specific agreement that has been negotiated between the Company and the Customer. Each specific agreement will contain a minimum term, a description of the facilities and any other customer-specific terms as needed under the particular circumstances.

Service under this rate schedule is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Charles S. Boyett



**GULF POWER COMPANY**

Section No. VI  
Fourth Revised Sheet No. 6.92  
Canceling Third Revised Sheet No. 6.92

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

**Rate Rider LBIR  
Large Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider LBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.93  
Canceling Second Revised Sheet No. 6.93

| PAGE | EFFECTIVE DATE |
|------|----------------|
|      |                |

(Continued from Rate Rider LBIR, Sheet No. 6.92)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 45% reduction in base demand and base energy charges
- Year 3 – 30% reduction in base demand and base energy charges
- Year 4 – 15% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 1,000 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a service agreement that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider LBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.94  
Canceling Fourth Revised Sheet No. 6.94

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**Rate Rider MBIR  
Medium Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider MBIR shall only be combined with Rate Schedules GSD, GSDD, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.95  
Canceling Second Revised Sheet No. 6.95

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

(Continued from Rate Rider MBIR, Sheet No. 6.94)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 40% reduction in base demand and base energy charges
- Year 2 – 30% reduction in base demand and base energy charges
- Year 3 – 20% reduction in base demand and base energy charges
- Year 4 – 10% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy

charges Qualifying Loads:

- (1) Qualifying load must be at least 350 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 25 full-time employees.
- (3) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider MBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Fifth Revised Sheet No. 6.96  
Canceling Fourth Revised Sheet No. 6.96

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

**Rate Rider SBIR  
Small Business Incentive Rider  
(Optional Rider)**

**AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

**APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or the net incremental load above that which existed prior to approval for service under this rider.

Rate Rider SBIR shall only be combined with Rate Schedules GSD, GSdT, GSTOU, LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Third Revised Sheet No. 6.97  
Canceling Second Revised Sheet No. 6.97

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

(Continued from Rate Rider SBIR, Sheet No. 6.96)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 20% reduction in base demand and base energy charges
- Year 2 – 15% reduction in base demand and base energy charges
- Year 3 – 10% reduction in base demand and base energy charges
- Year 4 – 5% reduction in base demand and base energy charges
- Year 5 – 0% reduction in base demand and base energy charges

Qualifying Loads:

- (1) Qualifying load must be at least 200 kW, as determined by the Company.
- (2) The Customer must provide a service agreement verifying the hiring of 10 full-time employees.
- (3) The Customer must provide a service agreement verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a service agreement for Electric Service that includes a minimum five- year term. Service under this Rider will terminate at the end of the service agreement term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider SBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section No. VI  
Third Revised Sheet No. 6.103  
Canceling Second Revised Sheet No. 6.103

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

## **Rate Rider XLBIR Extra-Large Business Incentive Rider (Optional Rider)**

### **AVAILABILITY:**

This Rate Rider is available to all Customers within Gulf Power's service area who meet qualifying load and employment requirements.

The qualifying load and employment requirements under this Rider must be achieved at the same delivery point. Additional metering equipment may be required for service under this Rider.

### **APPLICABILITY:**

Applicable to New Load as a Rate Rider to the rates specified below. All terms and conditions of the rate under which the Customer takes service remain applicable, except that the Customer's billing will be credited by the incentive specified below beginning with the commencement of service pursuant to this Rider. New Load is that which is added via connection of initial service or net incremental load above that which existed prior to approval for service under this rider.

Rate Rider XLBIR shall only be combined with Rate Schedules LP, LPT, PX, PXT or RTP. If a change in ownership occurs during the Term of Service under this Rider, the successor Customer may be allowed to fulfill the balance of the service agreement under this Rider.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.104  
Canceling First Sheet No. 6.104

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

(Continued from Rate Rider XLBIR, Sheet No. 6.103)

**INCENTIVES:**

Subject to compliance with the terms and conditions hereof, the following credits will be applied to the base demand charges and base energy charges of the Customer's applicable rate schedule:

- Year 1 – 60% reduction in base demand and base energy charges
- Year 2 – 53% reduction in base demand and base energy charges
- Year 3 – 47% reduction in base demand and base energy charges
- Year 4 – 40% reduction in base demand and base energy charges
- Year 5 – 33% reduction in base demand and base energy charges
- Year 6 – 27% reduction in base demand and base energy charges
- Year 7 – 20% reduction in base demand and base energy charges
- Year 8 – 13% reduction in base demand and base energy charges
- Year 9 – 7% reduction in base demand and base energy charges
- Year 10 – 0% reduction in base demand and base energy charges

**Qualifying Loads:**

- (1) Qualifying load must be at least 5 MW, as determined by the Company.
- (2) The Customer must provide an affidavit verifying the hiring of 50 full-time employees.
- (3) The Customer must demonstrate new capital investment of at least \$1,000,000.
- (4) The Customer must provide an affidavit verifying that the availability of this Rate Rider is a significant factor in the Customer's decision to request service from Gulf Power Company.

**TERM:**

Service under this Rate Rider requires a Contract for Electric Service that includes a minimum ten-year term. Service under this Rider will terminate at the end of the contract term.

During the term of service under this Rate Rider, the Customer may elect to change to an applicable rate to which Rate Rider XLBIR does not apply so long as the Customer commits to take service under the newly selected rate for the unexpired duration of the term of the original service agreement for Electric Service. The Company may terminate service under this Rider at any time if the Customer fails to comply with the terms and conditions of this Rider. Failure to: (1) maintain that level of employment specified in this Rider and/or (2) purchase from the Company the amount of load specified in this Rider may be considered grounds for termination.

Service under this Rider is subject to the Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Tiffany Cohen



**GULF POWER COMPANY**

**Rate Rider CL  
CURTAILABLE LOAD**

Section No. VI  
Second Revised Sheet No. 6.105  
Canceling First Sheet No. 6.105

**LIMITED AVAILABILITY EXPERIMENTAL RIDER  
(OPTIONAL RIDER)**

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 5 |                |

**AVAILABILITY:**

Available throughout the entire territory served by the Company to Customers receiving electric service under Rate Schedules LP, LPT, PX, and PXT that commit to a minimum Non-Firm Demand of 4,000 kW. Customers cannot participate in Rate Rider CL in conjunction with the Critical Peak Option for Rate LPT. Service under this rate schedule is subject to installation of equipment necessary for implementation.

This Rider will be closed to further subscription when the total Non-Firm Demand subject to executed Curtailable Load Service Agreements reaches 50 MW. Excepting contracts which have been signed before the termination date, service under this Rider shall terminate on December 31, 2023, unless extended by order of the Florida Public Service Commission.

**APPLICABILITY:**

This Rider is applicable to any Customer whose actual measured demand through one or more accounts is not less than 4,000 kW during the previous 12 months and who maintains an annual load factor of not less than sixty percent (60%). Multiple accounts may be combined to meet the demand and load factor requirements provided the demand response is coordinated from a single location and a single point of contact is provided to the Company for notification. Participating Customers are required to execute a Curtailable Load Service Agreement with the Company.

This Rider is also applicable only to premises at which an interruption of electric service will primarily affect only the Customer, its employees, agents, lessees, tenants or business guests, and will not significantly affect members of the general public, nor interfere with functions performed for the protection of public health or safety unless adequate on-site backup generation is available.

This Rider is offered in conjunction with the rates, terms, and conditions of the rate schedule under which the Customer takes service and affects the total bill only to the extent that the rates, terms, and conditions under this Rider differ from the rates, terms, and conditions of such rate schedule.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
Second Revised Sheet No. 6.106  
Canceling First Revised Sheet No. 6.106

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 5 |                |

(Continued from Rate Rider CL, Sheet No. 6.105)

**DETERMINATION OF CURTAILMENT PERIODS:**

A curtailment period may be designated by the Company when Non-Firm Demand curtailment is necessary to alleviate any conditions that could lead to the interruption of power supply in the NEE Balancing Area, a local area or a region. Such conditions include, but are not limited to, those where curtailment is necessary to prevent capacity or energy emergencies and avert potential widespread power outages, facility overloads or voltage collapse. The curtailment period designation will follow Company-applicable NERC, regional, state, public service commission or local standards or guidelines. Typically, the Company will provide advance notice of 30 minutes or more prior to a curtailment period. If requested, the Company will respond to inquiries from the Customer regarding a curtailment period and provide requested information regarding the event to the extent such information is not confidential, proprietary, or non-public transmission information.

**COMPLIANCE INCENTIVE:**

The Company may terminate service under this Rider at any time for the Customer's failure to comply with the terms and conditions of this Rider or the Curtailable Load Service Agreement. In such event, the Company shall be entitled to immediately suspend future monthly credits under this Rider and bill the Customer for the total value of the credits received during the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

An incident of non-compliance will be considered to have occurred if the Customer's maximum integrated fifteen (15) minute demand to the nearest kilowatt (kW) during a curtailment period or test period is greater than the Firm Demand.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.107  
Canceling Original Sheet No. 6.107

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>3 of 5</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Rate Rider CL, Sheet No. 6.106)

**DETERMINATION OF FIRM DEMAND AND NON-FIRM DEMAND:**

Firm Demand is defined as the amount of demand that the Customer's measured demand cannot exceed during a curtailment period or test period.

Non-Firm Demand is defined as the amount of demand that the Customer agrees to reduce during a curtailment period or test period.

The Customer's Firm Demand and Non-Firm Demand shall be established in the Curtailable Load Service Agreement with the Company. The sum of a Customer's Firm Demand and Non-Firm Demand shall not exceed the Customer's maximum measured demand. If the sum of a Customer's Firm Demand and Non-Firm Demand exceeds the Customer's maximum measured demand during a year, the Non-Firm Demand for the following year will be reduced by the difference. The contracted Firm and Non-Firm Demand may be adjusted proactively by mutual agreement of the Customer and the Company.

**CREDIT:**

Monthly credits will be paid to the Customer based on the product of the Non-Firm Demand and Credit Value as specified in the Curtailable Load Service Agreement. Should the sum of a Customer's Firm Demand and Non-Firm Demand exceed the Customer's maximum measured demand during a year, the subsequent monthly credits for the following year will be reduced by the difference between the sum of the Customer's Non-Firm Demand and Firm Demand and the Customer's maximum measured demand for the prior year multiplied by the Credit Value.

**DEMONSTRATION PERIOD:**

Prior to the Customer taking service under this Rider, the Customer must demonstrate their ability to reduce their electrical demand to a level equal to, or below, their Firm Demand as specified in the Curtailable Load Service Agreement. The Customer will be notified 30 minutes prior to the required demonstration period. The demonstration period will occur within 30 days of the Company being notified by the Customer that it wishes to take service under this Rider. The demonstration will be for a period of no more than two consecutive hours.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.108  
Canceling Original Sheet No. 6.108

|                       |                                         |
|-----------------------|-----------------------------------------|
| <b>PAGE</b><br>4 of 5 | <b>EFFECTIVE DATE</b><br>March 29, 2019 |
|-----------------------|-----------------------------------------|

(Continued from Rate Rider CL, Sheet No. 6.107)

**SPECIAL PROVISIONS:**

1. Service under this Rider is not available to a Customer whose premises are designated by one or more governmental agencies for use as a public shelter during a natural disaster and/or a declared state of emergency.
2. Credits under this Rider shall commence after the successful demonstration of demand reduction by the Customer as determined by the Company.
3. The Company reserves the right to test the Customer's ability to comply with the provisions of this Rider for a one-hour test period if there has not been a curtailable period or demonstration period for the Customer during the previous 12 months. These test periods will not be considered curtailable periods.
4. If the Customer terminates participation prior to the expiration of their full contract term, the Customer will not be allowed to participate in this program for two subsequent years.
5. Customers who exit the program prior to the full expiration of their full contract term and who subsequently re-enter the program may only take service under the terms of their original contract until its expiration.
6. Customers taking service under negotiated contracts may participate in Rider CL provided that such participation is explicitly permitted in the Customer's executed contract.

**TERM OF SERVICE:**

Service under this Rider requires a Curtailable Load Service Agreement having a term of 10 years beyond the anticipated in-service date of the Company's Avoided Unit or Resource. Customers may terminate their Curtailable Load Service Agreement without penalty or liability by providing the Company with at least five (5) years advanced written notice. In such event, the Curtailable Load Service Agreement will automatically terminate on the day following the fifth anniversary of the date of the Customer's termination notice.

If the Customer ceases taking service under the Rider prior to the expiration of the full contract term and without the required advanced written notification, the Company will bill the Customer for the total value of the credits received during a period equal to the lesser of: (i) the prior 60 months; (ii) the number of months which have elapsed since the occurrence of the most recent curtailment period; or (iii) the number of months which have elapsed since the Customer began service under this Rider.

Service under this Rider is subject to Rules and Regulations of the Company and the Florida Public Service Commission.

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section No. VI  
First Revised Sheet No. 6.109  
Canceling Original Sheet No. 6.109

|                              |                                                |
|------------------------------|------------------------------------------------|
| <b>PAGE</b><br><b>5 of 5</b> | <b>EFFECTIVE DATE</b><br><b>March 29, 2019</b> |
|------------------------------|------------------------------------------------|

(Continued from Rate Rider CL, Sheet No. 6.108)

**TAX ADJUSTMENT:**

See Sheet No. 6.37

**FRANCHISE FEE**

**BILLING:**

See Sheet No. 6.37

**ENERGY CONSERVATION:**

See Sheet No. 6.38

**GROSS RECEIPTS TAX ADJUSTMENT:**

See Sheet No. 6.37

**PAYMENT OF BILLS:**

See Sheet No. 6.37

**ISSUED BY:** Charles S. Boyett

**GULF POWER COMPANY**

Section VI  
Original Sheet No. 6.110

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 3 |                |

**RATE SCHEDULE: OSP-1  
SUPPLEMENTAL POWER SERVICES RIDER  
(OPTIONAL RIDER)**

**AVAILABILITY:**

In all areas served. This optional rider ("Rider") is available on a voluntary basis to Customers who desire an alternative source of power supply and/or power conditioning service ("Service") in the event Customers' normal electric supply is disrupted. This Rider shall expire December 31, 2025, unless extended by approval of the FPSC. No new Optional Supplemental Power Services Agreements may be executed following the expiration of this Rider. Service under this Rider shall be provided under the terms specified in the Optional Supplemental Power Services Agreements that are outstanding at such time as the Rider expires.

**APPLICABILITY:**

Service is provided through the installation of equipment by the Company at the Customer's premise, the purpose of which is to meet the Customer's requested scope of Service. In order to meet the Service need identified by the Customer, the Company will conduct an evaluation of Customer requirements and of potential solutions, including the potential need of a detailed professional engineering design through a feasibility study. The Company and the Customer may thereafter execute a Residential or Non-Residential Optional Supplemental Power Services Agreement ("Agreement") which must include a description of the equipment to be installed, the Service to be performed, and the monthly charge for the Service. Upon receipt of the proposed Agreement from Company, the Customer shall have no more than ninety (90) days to execute the Agreement. After 90 days, the proposed Agreement shall be considered expired, unless extended in writing by the Company.

Service would be at the Customer's request and is not considered by the Company to be usual and customary for the type of installation to be served.

**LIMITATION OF SERVICE:**

Installation of Service equipment shall be made only when, in the judgment of the Company, the location and the type of the Service equipment are, and will continue to be economical, accessible and viable. The Company will own, operate and maintain the Service equipment for the term of the Agreement.

The Company may, at its option, provide and maintain equipment required by the Customer beyond the point of delivery for standard electric service. In the event that Company agrees to a Customer's request to connect generating equipment on the Company's side of the billing meter, energy provided by such equipment will be billed under the Customer's otherwise applicable general service rate schedule.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section VI  
Original Sheet No. 6.111

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 3 |                |

(Continued):

**MONTHLY SERVICE PAYMENT:**

The Company will design, procure, install, own, operate and provide maintenance to all equipment included in the determination of the Monthly Service Payment. The Monthly Service Payment under this Rider is in addition to the monthly billing determined under the Customer's otherwise applicable rate schedule and any other applicable charges, and shall be calculated based on the following formula:

$$\text{Monthly Service Payment} = \text{Capital Cost} + \text{Expenses}$$

Where:

Capital Cost shall be levelized over the term of Service based upon the estimated installed cost of equipment times a carrying cost. The carrying cost is the cost of capital, reflecting current capital structure and most recent FPSC-approved return on common equity.

Any replacement cost(s) expected to be incurred during the term of Service will also be included. Any equipment installed by the Company that is not necessary to support Service to the customer shall not be included in the Monthly Service Payment.

Except for fuel expenses, projected expenses will be recovered on a levelized basis over the term of Service and may include, but not be limited to: non-fuel operations and maintenance expenses associated with the installed equipment, administrative and general expenses, depreciation expense, income taxes, and property taxes that will be recorded as costs are incurred.

Fuel expenses, if applicable, will be recalculated annually for the following 12-month period based on forecasted operating parameters and expected fuel costs, and will be in addition to the Monthly Service Payment. Fuel expense will be based upon an estimate of the cost of fuel consumed for back-up operation and testing and also includes, but is not limited to, delivery costs, inventory costs, administrative expenses and taxes applicable to Company's acquisition, storage and delivery of the fuel. Actual fuel expenditures will be reconciled to projected fuel revenues annually and any differential will be incorporated into the following twelve (12) month fuel charge component.

**REVISIONS TO MONTHLY SERVICE PAYMENT:**

In addition to annual revisions to fuel expense, when applicable, during the term of the Service, the Monthly Service Payment(s) may be adjusted, by agreement of both the Customer and the Company, to reflect the Customer's request for modifications to the Service and equipment specified in the Optional Supplemental Power Services Agreement. Modifications include, but are not limited to, equipment modifications necessitated by changes in the character of Service required by the Customer, requests by the Customer for supplemental equipment or services, or changes or increases in the Customer's facilities which will materially affect the operation of the Company's equipment.

**ISSUED BY:** Tiffany Cohen

GULF POWER COMPANY

Section VI  
Original Sheet No. 6.112

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 3 of 3 |                |

(Continued):

**TERM OF SERVICE:**

The term of Service will be specific to each Optional Supplemental Power Services Agreement.

**RULES AND REGULATIONS:**

Service under this Rider is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this Rider and said "General Rules and Regulations for Electric Service" the provision of this Rider shall apply.

**ISSUED BY:** Tiffany Cohen



GULF POWER COMPANY

Original Sheet No. 6.113

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 1 of 2 |                |

## Existing Facility Economic Development Rider - EFEDR

### AVAILABILITY:

In all areas served.

This Rider is available for the establishment of New Load in Commercial or Industrial space that has been vacant for more than six months. Service under the Rider is limited to Customers with a measured demand of at least 350 kW and who create at least 25 new full-time jobs per 350 kW.

Initial application for this Rider is not available to existing load. However, 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 EFEDR and continue the schedule of credits outlined below. This Rider is not available for renewal of service following interruptions such as equipment failure, temporary plant shutdown, or strike. This Rider is also not available for load shifted from one establishment or delivery point on the Florida Power and Light Company system to another on the Florida Power and Light Company system.

The load and employment requirements under the Rider must be achieved at the same delivery point. The Customer's Service Agreement under this Rider must include a description of the amount and nature of the load being provided, documentation verifying that the availability of this rider is a significant factor in the Customer's location decision, and verification that the Customer has no affiliation with the previous occupant.

### LIMITATION OF SERVICE:

The Company reserves the right to limit applications for this Rider when the Company's Economic Development expenses from this Rider, the Business Incentive Riders (BIRs), and other sources exceed the maximum amount allowed by FPSC rule 25-6.0426

F.A.C. Service under this rider may not be combined with service under a BIR.

New service requiring installation of additional facilities may require monthly or annual guarantees, cash contributions in aid of construction, and/or advances for construction.

### DEFINITION:

New Load: New Load is that which is established after January 1, 2022 in Commercial or Industrial space that has been vacant for more than six months prior to application for service under this Rider. Verification of vacancy will be established by evidence of no or minimal electric load during the time period in question.

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Original Sheet No. 6.114

| PAGE   | EFFECTIVE DATE |
|--------|----------------|
| 2 of 2 |                |

(Continued from 6.113)

**DESCRIPTION:**

A credit based on the percentages below will be applied to the base demand charges and base energy charges of the Customer's otherwise applicable rate schedule associated with the Customer's New Load:

- Year 1 – 25% reduction in base demand and energy charges\*
- Year 2 – 20% “
- Year 3 – 15% “
- Year 4 – 10% “
- Year 5 – 5% “

\* All other charges including customer charge, fuel cost recovery, capacity cost recovery, conservation cost recovery, environmental cost recovery, and storm charge will also be based on the Customer's otherwise applicable rate. The otherwise applicable rates may be any of the following: GSD, GSDT, GSTOU, LP, LPT, PX or PXT.

**TERM OF SERVICE:**

The Customer agrees to a five-year contract term. Service under this Rider will terminate at the end of the fifth year.

**RULES AND REGULATIONS:**

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the currently effective "General Rules and Regulations for Electric Service" on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said "General Rules and Regulations for Electric Service" the provision of this schedule shall apply.

ISSUED BY: Tiffany Cohen

Section VII  
Standard Contract Forms

**GULF POWER COMPANY**

Section No. VII  
Twenty-Second Revised Sheet No. 7.1  
Canceling Twenty-First Revised Sheet No.7.1

**INDEX OF STANDARD CONTRACT FORMS**

|                       |                       |
|-----------------------|-----------------------|
| <b>PAGE</b><br>1 of 2 | <b>EFFECTIVE DATE</b> |
|-----------------------|-----------------------|

| <u>Contract</u> | <u>Description</u>                                                                                                                       | <u>Sheet No.</u> |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| Form 1          | Deleted                                                                                                                                  |                  |
| Form 2          | Deleted                                                                                                                                  |                  |
| Form 3          | Deleted                                                                                                                                  |                  |
| Form 4          | Outdoor Service – Lighting Pricing Methodology<br>- Rate Schedule OS (Part I/II) (Closed Schedule)                                       | 7.13             |
| Form 5          | Contract for Street and General Area Lighting Service<br>- Rate Schedule OS (Part I/II) (Closed Schedule)                                | 7.16             |
| Form 6          | Deleted                                                                                                                                  |                  |
| Form 7          | Facilities Rental Service Agreement                                                                                                      | 7.23             |
| Form 8          | Agreement for Underground Electric Construction by the Utility                                                                           | 7.24             |
| Form 9          | Agreement for Underground Construction Standards                                                                                         | 7.25             |
| Form 10         | Application for Underground Service in an Overhead Area                                                                                  | 7.27             |
| Form 11         | Deleted                                                                                                                                  |                  |
| Form 12         | Deleted                                                                                                                                  |                  |
| Form 13         | Standby Service Agreement                                                                                                                | 7.30             |
| Form 14         | Standby Service Interconnection Agreement                                                                                                | 7.35             |
| Form 15         | Agreement for Energy Select Program                                                                                                      | 7.41             |
| Form 16         | Surge Protection Agreement - Rate Schedule SP (Closed Rate)                                                                              | 7.42             |
| Form 17         | Application for Underground Cost Estimate                                                                                                | 7.43             |
| Form 18         | Deleted                                                                                                                                  |                  |
| Form 19         | Optional Relamping Service Agreement Customer-Owned Street and General<br>Area Lighting - Rate Schedule OS (Part I/II) (Closed Schedule) | 7.45             |
| Form 20         | Optional Up Front Payment of Fixture(s)–Rate Schedule OS (Part I/II) (Closed<br>Schedule)                                                | 7.47             |
| Form 21         | Optional Up Front Payment of Additional Facilities - Rate Schedule OS (Part<br>I/II) (Closed Schedule)                                   | 7.48             |
| Form 22         | Contract Service Arrangement for the Provision of Service Under the<br>Commercial/Industrial Service Rider                               | 7.49             |
| Form 23         | Assignment of Lighting Service Contract–Rate Schedule OS (Part I/II) (Closed<br>Schedule)                                                | 7.54             |
| Form 24         | Customer-Owned Lighting Agreement (Without Relamping Service Provisions<br>- Rate Schedule OS (Part I/II) (Closed Schedule)              | 7.55             |
| Form 25         | Deleted                                                                                                                                  |                  |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section No. VII  
Seventh Revised Sheet No. 7.2  
Canceling Sixth Revised Sheet No. 7.2

|                              |                       |
|------------------------------|-----------------------|
| <b>PAGE</b><br><b>2 of 2</b> | <b>EFFECTIVE DATE</b> |
|------------------------------|-----------------------|

| <u>Contract</u> | <u>Description</u>                                              | <u>Sheet No.</u> |
|-----------------|-----------------------------------------------------------------|------------------|
| Form 28         | Certificate of Compliance – Small Power Generation Systems      | 7.62             |
| Form 29         | Deleted                                                         |                  |
| Form 30         | Curtable Load Service Agreement                                 | 7.66             |
| Form 31         | Electric Service and Meter Socket Requirements                  | 7.69             |
| Form 32         | Optional Supplemental Power Services Agreement                  | 7.70             |
| Form 33         | Non-Residential Optional Supplemental Power Services Agreements | 7.78             |
| Form 34         | Existing Facility Economic Development Rider Service Agreement  | 7.88             |
| Form 35         | Easement                                                        | 7.89             |
| Form 36         | Business Incentive Rider                                        | 7.97             |
| Form 37         | Medically Essential Service                                     | 8.01             |
| Form 38         | Performance Guarantee                                           | 8.03             |

**ISSUED BY:** Tiffany Cohen

**GULF POWER COMPANY**

Section VII  
Twelfth Revised Sheet No. 7.13  
Canceling Eleventh Revised Sheet No. 7.13

**GULF POWER COMPANY  
OUTDOOR SERVICE - LIGHTING PRICING METHODOLOGY  
MONTHLY RATES - Rate Schedule OS (Part I/II)**

**Form 4**

**SECTION A - LED FIXTURES**

(Closed Schedule)

|                                                                                                                                                |                                                |        |
|------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|--------|
| <b>Total Unit Cost</b>                                                                                                                         |                                                |        |
| Fixture Cost                                                                                                                                   |                                                | \$0.00 |
| Arm Cost                                                                                                                                       |                                                | \$0.00 |
| Bulb Cost                                                                                                                                      |                                                | \$0.00 |
| Photocell Cost                                                                                                                                 |                                                | \$0.00 |
|                                                                                                                                                | SUBTOTAL                                       | \$0.00 |
| 0.000 Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour                                                                       |                                                | \$0.00 |
|                                                                                                                                                | SUBTOTAL                                       | \$0.00 |
| 35.0% Engineering & Supervision Overheads                                                                                                      |                                                | \$0.00 |
|                                                                                                                                                | UNIT COST TOTAL                                | \$0.00 |
| <b>Fixture Charge</b>                                                                                                                          |                                                |        |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months                                                                                           |                                                | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721                                                                                                          |                                                | \$0.00 |
|                                                                                                                                                | FIXTURE CHARGE                                 | \$0.00 |
| <b>Maintenance Charge</b>                                                                                                                      |                                                |        |
| Average Annual Bulb Failure Rate:                                                                                                              | 0.0%                                           |        |
| - Bulb Life (in hours)                                                                                                                         | Failure Rate = (Ann. Burn Hrs / Bulb Life)     |        |
| - Annual Burn hours                                                                                                                            |                                                |        |
| Photocell Replacement = (Photocell Cost + Labor) x Photocell Failure Rate/12 Months                                                            |                                                | \$0.00 |
| - Photocell Life (in hours)                                                                                                                    | Failure Rate = (Ann. Burn Hrs /Photocell Life) |        |
| \$ - Photocell Cost                                                                                                                            | = 0                                            |        |
| - Photocell Replacement Labor Hrs                                                                                                              |                                                |        |
| Driver Replacement = (Driver Cost + Labor) x Driver Failure Rate/12 Months                                                                     |                                                | \$0.00 |
| - Driver Life (in hours)                                                                                                                       | Failure Rate = (Ann. Burn Hrs / Driver Life)   |        |
| \$ - Driver Cost                                                                                                                               | = 0                                            |        |
| - Driver Replacement Labor Hrs                                                                                                                 |                                                |        |
| Surge Protection Device (SPD) Replacement = (SPD Cost + Labor) x SPD Failure Rate/12 Months                                                    |                                                | \$0.00 |
| - SPD Life (in hours)                                                                                                                          | Failure Rate = (Ann. Burn Hrs / SPD Life)      |        |
| \$ - SPD Cost                                                                                                                                  | = 0                                            |        |
| - SPD Replacement Labor Hrs                                                                                                                    |                                                |        |
| Luminaire Repair Cost =<br>[Man-hours to Remove of 0.36 @ \$62.05/Manhour + Unit Cost Total]<br>x 6.7% Annual Luminaire Failure Rate/12 Months |                                                | \$0.00 |
|                                                                                                                                                | SUBTOTAL                                       | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721                                                                                                          |                                                | \$0.00 |
|                                                                                                                                                | MAINTENANCE CHARGE                             | \$0.00 |
| <b>Energy Charge</b>                                                                                                                           |                                                |        |
| 0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =                                                                                   |                                                |        |
| 0 kWh @ \$0.02517/kWh                                                                                                                          | ENERGY CHARGE                                  | \$0.00 |

EFFECTIVE:

| PRICE SUMMARY                           |               |
|-----------------------------------------|---------------|
| Fixture Charge                          | \$0.00        |
| Maintenance Charge                      | \$0.00        |
| Energy Charge                           | \$0.00        |
| <b>TOTAL MONTHLY CHARGE PER FIXTURE</b> | <b>\$0.00</b> |

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Fifth Revised Sheet No. 7.13.1  
Canceling Fourth Revised Sheet No. 7.13.1

**Form 4 (Continued)**  
(Closed Schedule)

**SECTION A-1 - Non-LED FIXTURES**

|                                                                    |                 |        |
|--------------------------------------------------------------------|-----------------|--------|
| <b>Total Unit Cost</b>                                             |                 |        |
| Fixture Cost                                                       |                 | \$0.00 |
| Arm Cost                                                           |                 | \$0.00 |
| Bulb Cost                                                          |                 | \$0.00 |
| Photocell Cost                                                     |                 | \$0.00 |
|                                                                    | SUBTOTAL        | \$0.00 |
| Man-hours to Install Fixture/Arm (If Applicable) @ \$62.05/Manhour |                 | \$0.00 |
|                                                                    | SUBTOTAL        | \$0.00 |
| 35.0% Engineering & Supervision Overheads                          |                 | \$0.00 |
|                                                                    | UNIT COST TOTAL | \$0.00 |

|                                                      |                |        |
|------------------------------------------------------|----------------|--------|
| <b>Fixture Charge</b>                                |                |        |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months |                | \$0.00 |
| Revenue Tax = Fixed Charge x 0.000721                |                | \$0.00 |
|                                                      | FIXTURE CHARGE | \$0.00 |

|                                                                                                                                                |                                            |        |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------|
| <b>Maintenance Charge</b>                                                                                                                      |                                            |        |
| Average Annual Bulb Failure Rate:                                                                                                              | 0.0%                                       |        |
| - Bulb Life (in hours)                                                                                                                         | Failure Rate = (Ann. Burn Hrs / Bulb Life) |        |
| - Annual Burn hours                                                                                                                            |                                            |        |
| Spot Rebulb Cost = (Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months                                                     |                                            | \$0.00 |
| Luminaire Repair Cost =<br>[Man-hours to Remove of 0.36 @ \$62.05 Manhour + Unit Cost Total]<br>x 6.7% Annual Luminaire Failure Rate/12 Months |                                            | \$0.00 |
|                                                                                                                                                | SUBTOTAL                                   | \$0.00 |
| Revenue Tax = Subtotal x 0.000721                                                                                                              |                                            | \$0.00 |
|                                                                                                                                                | MAINTENANCE CHARGE                         | \$0.00 |

|                                                                                     |                      |               |
|-------------------------------------------------------------------------------------|----------------------|---------------|
| <b>Energy Charge</b>                                                                |                      |               |
| Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =<br>0 kWh @ \$0.02517/kWh | <b>ENERGY CHARGE</b> | <b>\$0.00</b> |

|                                         |               |
|-----------------------------------------|---------------|
| <b>PRICE SUMMARY</b>                    |               |
| Fixture Charge                          | <b>\$0.00</b> |
| Maintenance Charge                      | <b>\$0.00</b> |
| Energy Charge                           | <b>\$0.00</b> |
| <b>TOTAL MONTHLY CHARGE PER FIXTURE</b> | <b>\$0.00</b> |

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Eighth Revised Sheet No. 7.14  
Canceling Seventh Revised Sheet No. 7.14

**Form 4 (Continued)**  
(Closed Schedule)

**SECTION B - POLES AND ADDITIONAL FACILITIES**

|                                                                       |                                                         |               |
|-----------------------------------------------------------------------|---------------------------------------------------------|---------------|
| <b>Total Unit Cost</b>                                                |                                                         |               |
| Material Cost of Pole or Additional Facility                          |                                                         | \$0.00        |
| 0.000 Man-hours to Install Pole/Additional Facility @ \$62.05/Manhour |                                                         | \$0.00        |
|                                                                       | SUBTOTAL                                                | \$0.00        |
| 35.0% Engineering & Supervision Overheads                             |                                                         | \$0.00        |
|                                                                       | UNIT COST TOTAL                                         | \$0.00        |
| <b>Pole/Additional Facility Charge</b>                                |                                                         |               |
| Fixed Charge = (15.235% x Unit Cost Total)/12 Months                  |                                                         | \$0.00        |
| Revenue Tax = Fixed Charge x 0.000721                                 |                                                         | \$0.00        |
|                                                                       | <b>MONTHLY POLE/ADDITIONAL FACILITY CHARGE PER UNIT</b> | <b>\$0.00</b> |

ISSUED BY: Tiffany Cohen

EFFECTIVE:



**GULF POWER COMPANY**

Section VII  
Twelfth Revised Sheet No. 7.15 Canceling Eleventh  
Revised Sheet No. 7.15

**Form 4 (Continued)**  
(Closed Schedule)

**SECTION C - RELAMPING SERVICE AGREEMENT**

|                                                                                           |                                            |                      |
|-------------------------------------------------------------------------------------------|--------------------------------------------|----------------------|
| <b>Bulb and Photocell Cost</b>                                                            |                                            |                      |
| Bulb Cost                                                                                 |                                            | \$0.00               |
| Photocell Cost                                                                            |                                            | \$0.00               |
| <b>BULB AND PHOTOCELL COST</b>                                                            |                                            | <b>\$0.00</b>        |
| <b>Relamping Charge</b>                                                                   |                                            |                      |
| Average Annual Bulb Failure Rate:                                                         | 0.0%                                       |                      |
| - Bulb Life (in hours)                                                                    | Failure Rate = (Ann. Burn Hrs / Bulb Life) |                      |
| - Annual Burn hours                                                                       |                                            |                      |
| Spot Rebulb Cost =(Bulb Cost + Photocell Cost + \$29 Labor) x Bulb Failure Rate/12 Months |                                            | \$0.00               |
| SUBTOTAL                                                                                  |                                            | \$0.00               |
| Revenue Tax = Subtotal x 0.000721                                                         |                                            | \$0.00               |
| <b>RELAMPING CHARGE</b>                                                                   |                                            | <b>\$0.00</b>        |
| <b>Energy Charge</b>                                                                      |                                            |                      |
| 0 Line Wattage x 4,120 Annual Operating Hours/(1,000 x 12) =                              |                                            |                      |
| 0 kWh @ \$0.02517/kWh                                                                     |                                            | <b>ENERGY CHARGE</b> |
|                                                                                           |                                            | <b>\$0.00</b>        |

|                                         |  |               |
|-----------------------------------------|--|---------------|
| <b>PRICE SUMMARY</b>                    |  |               |
| Relamping Charge                        |  | \$0.00        |
| Energy Charge                           |  | \$0.00        |
| <b>TOTAL MONTHLY CHARGE PER FIXTURE</b> |  | <b>\$0.00</b> |

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Nineteenth Revised Sheet No. 7.16  
Canceling Eighteenth Revised Sheet No. 7.16

GULF POWER COMPANY  
CONTRACT FOR STREET  
AND GENERAL AREA  
LIGHTING SERVICE RATE  
SCHEDULE OS (PART I/II)  
(Closed Schedule)  
Form 5

Contract No. \_\_\_\_\_

Customer Name \_\_\_\_\_

DBA \_\_\_\_\_ Telephone No. \_\_\_\_\_ Tax I. D. (if applicable) \_\_\_\_\_

Street Address (Subdivision, etc.) of Light(s) \_\_\_\_\_

Billing Address \_\_\_\_\_

Driving Directions \_\_\_\_\_

Location of Light(s) \_\_\_\_\_

Meter No. \_\_\_\_\_ Account No. \_\_\_\_\_ JETS WO No. \_\_\_\_\_

The Applicant requests Gulf Power Company to furnish the facilities described on Sheet No. 7.16.1 and the necessary electric energy for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said electric current and facilities the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All fixtures, equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of not less than three (3) years. Additional facilities required for the installation may constitute a longer term. At the time Gulf Power Company begins to install any facilities applied for herein, this application becomes a contract for a term of \_\_\_\_\_ years and thereafter from year to year until terminated by notice to either party by the other. Any damage done by vandalism shall be handled in accordance with the provisions of Rate Schedule "OS (PART I/II)". The location of said facilities shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. For street lights, lamps are located on MAP which is hereto appended and made a part hereof.

GULF POWER COMPANY

CUSTOMER

Application  
Taken \_\_\_\_\_

Customer \_\_\_\_\_

Approved \_\_\_\_\_  
Customer Representative

Title \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Eighth Revised Sheet No. 7.16.1  
Canceling Seventh Revised Sheet No. 7, 16.1

Form 5 (Continued)  
(Closed Schedule)

Contract No. \_\_\_\_\_

FACILITIES FURNISHED:

| Type Light | Lamp Wattage | No. of lights | Price per light | Total Amount/Mo. |
|------------|--------------|---------------|-----------------|------------------|
| _____      | _____        | _____         | _____           | _____            |
| _____      | _____        | _____         | _____           | _____            |
| _____      | _____        | _____         | _____           | _____            |
| _____      | _____        | _____         | _____           | _____            |
| _____      | _____        | _____         | _____           | _____            |
| _____      | _____        | _____         | _____           | _____            |

| Type Miscellaneous Facility | No.   | Price per Item | Total Amount/Mo. |
|-----------------------------|-------|----------------|------------------|
| _____                       | _____ | _____          | _____            |
| _____                       | _____ | _____          | _____            |
| _____                       | _____ | _____          | _____            |
| _____                       | _____ | _____          | _____            |
| _____                       | _____ | _____          | _____            |
| _____                       | _____ | _____          | _____            |

Total Base Monthly Charged \$ \_\_\_\_\_

\*\*\*\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section No. VII  
Third Revised Sheet No. 7.23  
Canceling Second Revised Sheet No. 7.23

**FACILITIES RENTAL SERVICE AGREEMENT**

This Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the Customer) located at \_\_\_\_\_ in Florida and Florida Power & Light Company, a corporation, organized and existing under the laws of the State of Florida (hereinafter called the Company).

**WITNESSETH**

WHEREAS, the Customer has requested to rent from the Company certain electric facilities described in the document attached and made a part of this Agreement hereinafter referred to as the "facilities located at \_\_\_\_\_ and, used for the purpose of \_\_\_\_\_.

**WHEREAS**, the Company is willing to rent such facilities upon the terms and conditions specified herein,

**NOW THEREFORE**, for and in consideration of the mutual covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

1. The Company will provide, install or otherwise make available, own, operate and maintain the facilities described in this Agreement.

2. The Customer shall pay to the Company, as consideration for furnishing the facilities, a charge in accordance with the Company's Contract Provisions - Various (Facilities Rental Service) in its Electric Tariff and any successor or substitute schedule, as changed, modified, or supplemented from time to time by a legal effective filing of the Company with or by order of the Florida Public Service Commission.

3. The in-place value of rental facilities will be based upon the agreed replacement cost of the facilities. However, when the in-place value has been previously established in an existing Rental Agreement, the in-place value of this Agreement will be based on that previously determined value, subject to the terms and conditions in Paragraph 6.

4. The in-place value of the facilities is \$ \_\_\_\_\_. The in-place value of this Agreement may change from time to time in accordance with the provisions in Paragraph 6. The Monthly Rental Fee and the Monthly Maintenance Payment below are based upon the rates in effect at the time of this agreement. These charges are subject to change and adjustment pursuant to FPL's rate schedule or any successive Facilities Rental Services contained on FPL's tariff sheet number 1.010 as approved by the Florida Public Service Commission. The Customer has elected to pay for these facilities in this Agreement by either paying:

- a. Monthly Rental Fee of \$ \_\_\_\_\_ and Monthly Maintenance Payment of \$ \_\_\_\_\_.
- or
- b. Lump Sum Rental Payment of \$ \_\_\_\_\_ and Lump Sum Maintenance Payment of \$ \_\_\_\_\_.
- or
- c. Lump Sum Rental Payment of \$ \_\_\_\_\_ and Monthly Maintenance Payment of \$ \_\_\_\_\_.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.23.1

5. The term of this Agreement shall be:

Five (5) years from the service date, and the term shall continue thereafter to be in effect from month to month until terminated by either party upon ninety (90) days written notice.

Any addition to existing facilities, as provided in Paragraph 6, may require a new term of five years based on the changes in the facilities' in-place value.

6. Valuation of changes in facilities shall be as follows:

- a. When mutually agreed upon, additional facilities may be installed, and the in-place value in Paragraph 4 increased by the installed cost of the additional facilities.
- b. When mutually agreed upon, a portion of the existing facilities may be removed and the in-place value in Paragraph 4 shall be adjusted to reflect such changes. For Customers paying a monthly rental fee, the Company may require a contribution by the Customer to compensate for the undepreciated portion of the facilities to be removed, less salvage, plus removal costs. This option is available only for Customers paying a monthly rental fee.
- c. When requested by the Customer, and when mutually agreed upon, existing facilities may be modified by the Company. The in-place value in Paragraph 4 will be adjusted in accordance with the procedures stated in 6a and 6b above.
- d. When facilities are replaced due to mechanical and/or electrical failure, the in-place value in Paragraph 4 will be increased by the installed cost of the replacement facilities and reduced by the previously established in-place value of the replaced facilities.
- e. When facilities are replaced or modified at the Company's option and not as provided in Paragraphs 6 a. through 6 d. for Customers paying either a monthly rental fee or a lump sum, no change in the in-place value will be made.
- f. In those instances, where upon mutual agreement between the Company and the Customer, when the Customer is transferring from a monthly rental to a lump sum, the in-place valuation of the facilities may be adjusted to reflect the undepreciated value of the facilities.

7. This Agreement may be assigned only with the prior written consent of the Company.

8. On the termination of this Agreement, and in the event that the Customer fails to make rental payments in a timely fashion then and in each of those events, at the option of the Company, the Facilities may be removed as soon as practicable by the Company. Customer agrees to pay all costs of collecting any amounts due under this agreement, including Company's reasonable attorney's fee if amounts are not paid when due.

9. Should the Customer fail to keep and perform any of the agreements and conditions of this Agreement, or should an execution or attachment be levied upon rental facility, or should the Customer execute an assignment for the benefit of creditors or file a voluntary petition in bankruptcy, or should an order for relief be entered in an involuntary bankruptcy filed against Customer, or should proceedings for the appointment of a receiver be commenced in any Court against the Customer, then the Company may without any previous notice or demand terminate this Agreement and take possession of and remove rental facility without any liability whatever to the Customer, and for that purpose may enter upon any premises where rental facility is located; but no such termination of this Agreement shall relieve the Customer from liability for damages for the breach of any of the covenants and conditions herein contained. The Customer agrees to protect the Company, its agents and representatives, against all claims for damages for any trespass that may be committed in recovering rental facility. If this Agreement is terminated by Customer, then all rent and other charges due and to become due hereunder shall be deemed accelerated and shall be immediately due and payable in full, and, in addition, Customer shall promptly pay Company upon demand the amount of all collection costs and all costs to recover and remove the property hereby leased incurred by Lessor, including reasonable attorney's fees and costs.

10. It is further understood and agreed that nothing herein contained shall vest any title, legal or equitable, in rental facility in the Customer. And it is understood that the fixing of rental facility to the premise of the Customer shall not change or affect its character as the personal property of Customer nor relieve the rental facility from the conditions and provisions of this Agreement.

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.23.2

11. The Company agrees to maintain rental facility in good operating condition during the term of this Agreement. The Customer agrees to indemnify the Company against any damage to rental facility resulting from any willful misuse of the same by the Customer or from its negligence. The Customer further agrees that it will use reasonable diligence to protect rental facility from any damage.
12. This 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 Agreement constitutes the entire Agreement between the parties hereto.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed in triplicate the day and year first above written.

Charges and Terms Accepted:

LESSEE

GULF POWER COMPANY

By: \_\_\_\_\_  
(Print or Type Name)

By: \_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VII  
Sixth Revised Sheet No. 7.24  
Canceling Fifth Revised Sheet No. 7.24

**GULF POWER COMPANY**

**AGREEMENT FOR UNDERGROUND ELECTRIC CONSTRUCTION BY THE UTILITY  
Form 8**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between GULF POWER COMPANY, hereinafter called the Utility, and \_\_\_\_\_ hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair and ownership of the underground facilities to be located at \_\_\_\_\_, Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed.

**WITNESSETH THAT:**

WHEREAS, the Utility owns and operates an electric distribution system in \_\_\_\_\_ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant has requested the Utility to supply and install all primary, secondary, and service trench, duct, and cable for the purpose of supplying electric service to the improvements to be located on the property described on Exhibit "A"; and

WHEREAS, the Utility desires to cooperate with the Applicant and to install the underground distribution system;

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall install, own and maintain the necessary facilities for providing underground electric service to the improvements located on that portion of the property as shown on Exhibit "C" (construction drawing) attached. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities except as otherwise shown on Exhibit "C" and at a cost to the Applicant as specifically described in Exhibit "C".
2. The Applicant agrees to prepare an orderly plan for the location of all utility lines and equipment to be installed and to cause all utility companies and contractors involved to install their lines and equipment in the locations specified in said plan.
3. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of constructing, operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.
4. The Applicant shall remove or cause to be removed, at his expense, from the Utility easement or route of trench line, whether in a street, alley or otherwise, all trees, stumps or any other obstructions and shall not hard surface street, parking areas, courts, walkways, or other areas on the trench line route until the necessary ducts have been installed by the Utility. The Applicant shall locate and mark all property and/or lot corners and establish finish grade along the route of construction of the underground distribution system. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines easement, grade, and/or errors in staking or trenching.
5. The service entrance facilities for the improvements shall in all respects conform to the requirements of all applicable codes, the Rules and Regulations of the Utility, and the terms of this Agreement. The Applicant and his successors in interest will provide the service entrance facilities in accordance with Exhibit "B" (appropriate distribution standard specification).

ISSUED BY: S. W. Connally, Jr.

EFFECTIVE: January 1, 2014

**GULF POWER COMPANY**

Section No. VII  
Second Revised Sheet No. 7.24.1  
Canceling First Revised Sheet No. 7.24.1

6. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 11.

7. The Utility agrees that it will provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

8. The rights of Owners and occupants and of the public, in and to the streets, alleys, parks, and public ways encompassed within the perimeter of Exhibit "G" shall be subject to a paramount right of the Utility to utilize same for construction, repair, maintenance, and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities, which difference is \_\_\_\_\_ and which has this day been paid by the Applicant to the Utility.

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

11. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

**APPLICANT**

**GULF POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Correspondence with the Applicant should be addressed to:

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

**ISSUED BY:** Mark Crosswhite

**EFFECTIVE:** April 11, 2012



**GULF POWER COMPANY**

Section No. VII  
Second Revised Sheet No. 7.25  
Canceling First Revised Sheet No. 7.25

**GULF POWER COMPANY**

**AGREEMENT FOR UNDERGROUND CONSTRUCTION STANDARDS**

This AGREEMENT made and entered into this \_\_\_\_\_ Day \_\_\_\_\_, 20\_\_\_\_, by GULF POWER COMPANY, hereinafter called the Utility, and \_\_\_\_\_, hereinafter called the Applicant, sets forth the standards and conditions which will apply to the construction, installation, repair, and ownership of the underground facilities to be located at \_\_\_\_\_.

\_\_\_\_\_ Exhibit "A" hereto, contains a detailed description of the property where the facilities will be constructed or installed by the applicant.

WITNESSETH THAT:

WHEREAS, the Utility owns and operates an electric distribution system in \_\_\_\_\_ County, Florida, in which the Applicant owns the real property described in Exhibit "A" on some or all of which the Applicant has constructed or proposes to construct certain improvements; and

WHEREAS, the Applicant wishes to have the electrical service supplying electricity to the improvements on the above described property be installed underground; and

WHEREAS, the Applicant wishes to construct a portion of the underground electrical distribution facilities for the purpose of supplying electric service to the improvements to be located on the above described property in lieu of having the Utility construct all of the underground distribution facilities on the above described property;

WHEREAS, the Utility would normally construct and install all of the underground electric distribution facilities at the above described location, the Utility pursuant to this agreement will take ownership of facilities constructed and installed by the Applicant pursuant to this agreement, where those facilities comply with the provisions of the agreement reached between the above named parties; and

ISSUED BY: Travis Bowden

EFFECTIVE: November 28, 2000

**GULF POWER COMPANY**

Section No. VII  
Fifth Revised Sheet No. 7.26  
Canceling Fourth Revised Sheet No. 7.26

NOW, THEREFORE, in consideration of the premises and of the mutual agreements hereinafter set forth, it is agreed by and between the parties as follows:

1. The Utility hereby agrees to permit the Applicant to construct and install all or a portion of the underground distribution facilities described herein below at the above location provided:

- a) such work meets the Utility's construction standards, as set forth below:
  - (1) Conduit to be placed in any Utility underground distribution system must meet the specifications set forth in Exhibit "D" (appropriate distribution standard specification). Conduit shall be installed in the locations specified in Exhibit "C" (construction drawing);
  - (2) Primary and secondary conduit must be buried with 30" of cover or at a depth that meets applicable codes and is satisfactory to the utility and the applicant;
  - (3) The connection between the meter enclosure and the underground service entrance shall be in accordance with Exhibit "B" (appropriate distribution standard specification);
  - (4) Where the applicant installs the conduit, the applicant must install a tracer wire in the trench with the conduit as specified in Exhibit "E";
  - (5) When the Utility supplies the conduit to the Applicant, the Utility shall take ownership of that conduit at the time it is installed by the Applicant and all other provisions of this agreement have been satisfied. When the Applicant supplies and installs the conduit, the Utility shall take ownership of that conduit at the time the cable has been installed in the conduit by the Utility and all other provisions of this agreement have been satisfied. Until such time that the Utility takes ownership of the conduit, the Applicant, or Contractor acting for the Applicant, shall be responsible for accessing and repairing the conduit;
  - (6) After which time the Utility takes ownership of the conduit, the Utility shall be responsible for accessing, in a reasonable manner, and repairing the conduit and cable. The Applicant's

**ISSUED BY:** Travis Bowden

**EFFECTIVE:** November 28, 2000

**GULF POWER COMPANY**

Section No. VII  
Second Revised Sheet No. 7.26.1  
Canceling First Revised Sheet No. 7.26.1

aforementioned duty includes, but is not limited to, repairs necessitated by the Utility accessing and repairing conduit or cable and specifically includes all repairs made necessary as a result of placement of conduit beneath a roadway. The Applicant will have no right, title or interest in or to the completed distribution facilities;

(7) The Utility reserves the right to verify, prior to taking ownership of the conduit system, that the duct system is installed as specified in the plan provided by the Utility under section 4, below. The Utility may exercise, at any time, its right to inspect and verify any Applicant provided facility, and any such inspection or verification shall not be deemed an approval of any Applicant provided facility or a waiver by the Utility of any right to enforce strict compliance with the terms and conditions of this agreement;

(b) that in the Utility's sole discretion such Agreement is not expected to cause the general body of ratepayers to incur greater costs;

(c) the Applicant agrees to pay Gulf Power Company's current applicable Engineering and Supervision rate associated with the estimate of work to be performed by the Applicant. This amount represents the cost of Gulf's engineering time to review and inspect the Applicant's work.

(d) the Applicant agrees to correct, to the satisfaction of the Utility, any deficiencies found by the Utility prior to the connection of any customers to the underground electric distribution system or the connection of the underground electric distribution facilities to Utility's distribution system. Deficiencies must be corrected in a timely manner or the Utility shall construct the system improvement using overhead facilities and the Applicant will have to pay the cost of such improvement and the cost of its removal before the corrected underground facilities will be connected;

2. Upon compliance by Applicant with all of the provisions of this Agreement in a manner acceptable to the Utility, the Utility shall own and maintain the necessary facilities for providing underground electric service to the property as shown on Exhibit "C" hereto. At no time shall the Utility be required by the Applicant, its successors or assigns to furnish other than single phase service through these facilities, except as otherwise shown on Exhibit "C". Three-phase service will be furnished only when specified on Exhibit "C" and paid for in advance by the Applicant. The Applicant agrees to reimburse the Utility for the costs of facilities found to be installed at the wrong location or grade due to Applicant requested changes in property lines, easement, grade, and/or errors in staking or trenching.

**ISSUED BY:** S. W. Connally, Jr.

**EFFECTIVE:** January 1, 2014

**GULF POWER COMPANY**

Section No. VII  
Second Revised Sheet No. 7.26.2  
Canceling First Revised Sheet No. 7.26.2

3. By this agreement, the Applicant agrees to adhere to and meet the provisions set forth in Gulf Power Company's Tariff for Retail Electric Service, Section 6.2.6, under Ownership of Underground Facilities. A copy of said tariff is attached hereto.

4. The Applicant agrees to follow the distribution plan prepared by the Utility, and attached hereto as Exhibit "C", showing the location of all facilities to be constructed or installed pursuant to this agreement, and agrees to cause all of its contractors and employees to follow such plan. Applicant agrees that any work performed by the Applicant or its contractor shall be in accordance with National Electrical Safety Code (NESC) and local building and safety codes. Applicant agrees that all persons performing work will be licensed by appropriate authorities and will obtain necessary permits.

5. Applicant hereby expressly agrees that the Utility shall in no way be liable or responsible for any accident or damage, to persons or property, which may occur as a result or in any way connected to the Applicant, its employees or contractors installing and constructing the facilities that are the subject of this agreement. The Applicant hereby agrees to indemnify and hold harmless the Utility against any and all liability, loss, cost, damage, or any expense connected therewith, including a reasonable attorney's fee incurred in the defense of any type of court action related thereto, which may accrue to the Utility by reason of negligence, default, misconduct or strict liability of the Applicant, its employees or contractors in the installation and construction of the facilities described in this agreement. Applicant is not a contractor, subcontractor or employee of the Utility, and performs the installation and construction of the facilities described herein as an entity completely separate and apart from the Utility.

6. The Applicant agrees to cause to be conveyed to the Utility, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Utility or required by it for the purpose of operating, maintaining, and removing said underground electrical distribution lines and other necessary equipment.

7. Applicant agrees to include in all conveyances of the property described in Exhibit "A", or subdivision of that property, a covenant running with the property and inuring to the benefit of the Utility that requires all electric service to that property to be underground electric service, and that no electric service shall be overhead, except where the Utility determines it is necessary based on its sole discretion. This covenant shall bind the Applicant, its successors and assigns as set forth in paragraph 9. The Utility agrees to provide underground electric service in accordance with Exhibit "C" upon application for service by an owner or occupant and no such owner or occupant shall be provided electric service other than underground. Said electric service will be provided by the Utility under applicable Rate Schedules and its Rules and Regulations as filed with the Florida Public Service Commission.

**ISSUED BY:** S. W. Connally, Jr.

**EFFECTIVE:** January 1, 2014

**GULF POWER COMPANY**

Section No. VII  
Second Revised Sheet No. 7.26.3  
Canceling First Sheet No. 7.26.3

8. The rights of owners and occupants and of the public, in and to the streets, alleys, parks and public ways encompassed within the perimeter of Exhibit "C" shall be subject to a paramount right of the Utility to utilize the same for construction, repair, maintenance and operation of an underground electrical distribution system; and no owner or occupant shall so use or occupy his property as to obstruct or interfere with the construction, repair, maintenance or operation of said electric distribution system.

9. The Applicant agrees to pay to the Utility the difference between the estimated cost of the underground electrical distribution facilities and the estimated cost of equivalent overhead electrical distribution facilities and applicable non-typical charges as set forth in Gulf Power Company's Tariff for Retail Electric Service, Section IV, PART VI. This difference is \$\_\_\_\_\_ and has this day been paid by the Applicant to the Utility. The foregoing differential will take into account the cost of the underground facilities constructed and installed by the Applicant.

10. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Utility but shall not be assignable by the Applicant except with the written consent of the Utility first had and obtained; provided, however, that this prohibition shall not be construed to prevent the Applicant from conveying any portion of the property in the Development shown on Exhibit "A" if such conveyance is made in accordance with the terms of this instrument.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section No. VII  
Fourth Revised Sheet No. 7.26.4  
Canceling Third Revised Sheet No. 7.26.4

11. Representatives from the Utility and the Applicant, through their signatures below, and in witness whereof, acknowledge this agreement for Underground Construction Standards set forth above as properly executable:

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be properly executed in four counterparts as of the day and year first above written.

**APPLICANT**

**GULF POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

NAME: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**GULF POWER COMPANY**

Section No. VII  
First Revised Sheet No. 7.27  
Canceling Original Sheet No. 7.27

**GULF POWER COMPANY  
APPLICATION FOR UNDERGROUND SERVICE IN AN OVERHEAD AREA  
Form 10**

NAME OF APPLICANT \_\_\_\_\_ DATE \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

The Applicant requests Gulf Power Company to furnish underground electric service from overhead facilities as shown on the sketch attached as Exhibit "A". The Applicant agrees to pay the Company \$\_\_\_\_\_ the estimated cost difference between the requested underground service and the overhead service that would otherwise have been installed or, if the Company has previously provided an overhead service to the Applicant's point of delivery, the cost of the requested underground service plus the cost of removal and the estimated remaining net book value of the existing facilities to be removed, less the estimated net salvage value of the facilities to be removed.

The Applicant agrees to provide service entrance facilities as shown on Exhibit "B" that conform to the requirements of all applicable codes and the rules and regulations of the Company.

The Company agrees to provide all labor and material to install the conduit and cable from the Company's overhead facilities to the Applicant's service entrance facilities. Credit may be given for trench, backfill and Company-approved materials if provided by the Applicant.

The Applicant shall remove or cause to be removed, at the Applicant's expense, all trees, stumps, or any other obstructions and shall establish finish grade along the trench line prior to installation of the underground service. The Applicant is responsible for providing all landscaping, landscaping replacement, and repair to any sidewalks, driveways or piping (installed before this requested service work is completed) that may be damaged in any way as a result of the underground installation. Any repair or landscaping performed by the Company will be at the additional expense of the Applicant. The Applicant will provide for a timely and orderly installation of all underground facilities at this location and will be responsible for the location of all privately owned underground facilities in the area of this work before any construction begins.

By signing this application, the Applicant agrees to cause to be conveyed to the Company, without cost, all easements, including rights of ingress and egress, necessary or convenient to the Company or required by it for the purpose of constructing, operating, maintaining and removing said underground electrical distribution facilities and other equipment.

Nothing in this application shall be construed or have the effect of vesting in the Applicant any right, title or interest in or to any underground distribution facilities, all of which shall be and remain the property of Gulf Power Company.

This application shall be binding upon the successors or legal assigns of either of the parties hereto.

**APPLICANT**

**GULF POWER COMPANY**

By \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.29  
Canceling Sheet No. 7.29

APPLICATION FOR INTERCONNECTION OF CUSTOMER-OWNED GENERATION

SEE SHEET NO.9.33

**ISSUED BY:** D.L.Mccrary

**EFFECTIVE:** September 20, 1982



**GULF POWER COMPANY**

Section No. VII  
First Revised Sheet No. 7.30  
Canceling Original Sheet No. 7.30

**GULF POWER COMPANY  
STANDBY SERVICE AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and  
between Gulf Power Company, a corporation organized and existing under the laws of the State of Florida  
and engaged in the generation, transmission, and distribution of electric  
power, its successors and assigns (hereafter called "the Company" or "Company") and  
\_\_\_\_\_, its successors and assigns  
located at \_\_\_\_\_  
\_\_\_\_\_ (hereafter called "the Customer" or "Customer")

WHEREAS, the Customer has executed a Contract for Electric Power, and

WHEREAS, the Customer has electrical generation capacity capable of  
providing at least a portion of the Customer's electrical requirements, and

WHEREAS, the Customer has requested, or is required, to take Standby Service which  
consists of either Back-up electric service, or Maintenance electric service, or both, and

WHEREAS, the Customer's total electrical requirements are, and for the duration of this  
contract will be, satisfied by the Customer's generation and the Customer's purchases from the Company,  
which purchases may include Standby Service and other types of electric service which the Company may  
provide.

ISSUED BY: Susan Story    EFFECTIVE: December 6, 2005

**GULF POWER COMPANY**

Section VII  
Original Sheet No.7.31

Now therefore, for and in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

FIRST: This agreement is in addition to and supplements the Standard Form of Contract for Electric Power and the Stand by Service Interconnection Agreement executed by and between the parties contemporaneous herewith.

SECOND: During the term of \_\_\_\_\_ years beginning the day of \_\_\_\_\_, \_\_\_\_\_ and continuing thereafter until terminated by mutual agreement or at least twenty-four (24) months prior written notice by either party to the other of its intention to terminate this agreement, the Company shall maintain sufficient electrical capacity and equipment to enable it to deliver to the Customer Stand by service power in the form of three (3) phase alternating current at a frequency of approximately sixty (60) Hertz and at approximately volts.

THIRD: The amount of Stand by service Capacity (BC) required to be maintained by the Company is \_\_\_\_\_ kilowatts (KW). The Company is under no obligation to provide Stand by Service Capacity in an amount greater than the net effective capability of the Customer's generation capacity. In the event of a bona fide change in the customer's standby requirements, the Standby Service Capacity (BC) for the future may be changed accordingly by mutual agreement. Any such change in Standby Service Capacity (BC) will not effect the duration of this contract except by mutual agreement of the parties.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.32

FOURTH: The Customer will pay the Company for Standby Service in accordance with the charges, provisions, terms, and conditions of the Company's Rate Schedule SS, Standby Service, and abide by all applicable requirements of such rate schedule. A copy of the Company's presently approved Rate Schedule SS is attached hereto as Exhibit "A" and made a part hereof. To the extent any charge, provision, term, or condition is added to, modified within, or deleted from Rate Schedule SS and the same is approved by the Florida Public Service Commission, such addition, modification, or deletion shall thereafter apply and govern the dealings between the Company and the Customer as if the same were contained in the present Rate Schedule SS.

FIFTH: The Customer will allow the Company to make all necessary arrangements to meter (1) the amounts of demand (KW) and energy (KWH) supplied by the Company, and (2) the gross demand (KW) and energy (KWH) output of the Customer's generation equipment. The Company shall install, operate, and maintain all metering equipment described above. The Customer shall pay for all necessary costs incurred by the Company in performing such installation, operation, and maintenance of all metering equipment described above. The Company shall retain ownership of all metering equipment.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.33

The customer shall allow the Company free access and entry to the Customer's property and premises for the purpose of reading meters, making inspection of and repairs to Company property, and for testing the volume and character of electric energy consumption.

SIXTH: All formal notices affecting the provisions of this Agreement shall be delivered in person or sent by registered or certified mail to the parties designated below. The parties designate the following to be notified or to whom payment shall be sent until such time as either party furnished the other party written instructions to contact another individual.

FOR CUSTOMER:

FOR COMPANY:

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

SEVENTH: This agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and the Customer with respect to matters herein contained. This agreement shall not be assigned by the Customer without the written consent of the Company.

ISSUED BY: Susan Story

EFFECTIVE: December 6, 2005

**GULF POWER COMPANY**

Section No. VII  
First Revised Sheet No. 7.34  
Canceling Original Sheet No. 7.34

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

APPLICANT

GULF POWER COMPANY

By: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**GULF POWER COMPANY**

Section No. VI I  
Original Sheet No. 7.35

**STANDBY SERVICE  
INTERCONNECTION AGREEMENT**

Gulf Power Company ("Gulf" or "the Company") agrees to inter connect with (the "Facility"), a self-generating customer (SGC) located \_\_\_\_\_ at \_\_\_\_\_ within the Company' s service territory.

Such interconnect ion is f or the purpose of providing Stand by Service to the SGC and is subject to the following provisions.

(1) Construction

The SGC shall provide the Company with written instructions to proceed with construction of the interconnect ion facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnect ion facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the par ties agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the SGC, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company' s system.

In the event the SGC notifies the company in writing to cease interconnection work before its completion, the SGC shall be obligated to reimburse the Company for the interconnection costs urred up to the date such notation received.

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.36  
Canceling Original Sheet No. 7.36

(2) Technical Requirements and Operations

The parties agree that the SGC's interconnection with the Company's system must be accomplished in accordance with the provisions of Exhibit A attached hereto and made a part of this Agreement entitled "General Standards for Safety and Interconnection" containing the provisions in Rule 25-17. 087 (6)- (9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. Prior to initial synchronization with the Company's system, the SGC must obtain written consent from the Company to operate electr generating equipment in parallel with the Company's electric system. The SGC agrees to require that the Facility operator immediately notifies the Company's System Dispatcher by telephone in the event hazardous of unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take all appropriate corrective actions necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the same operation of the Facility or to protect the grity of the Company's system, the SGC agrees to reduce power generation or take other appropriate actions upon request of the Company.

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.37  
Canceling Original Sheet No. 7.37

(3) Site Access

In order to help ensure the continuous, safe, reliable, and compatible operation of the Facility with the Company's system, the SGC hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the SGC to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, maintain, or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

(4) Construction Responsibility

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

(5) Indemnity

When the Customer's power supply is to be operated at any time in parallel with the Company's electric system, the Customer shall be responsible for ensuring safeguards, which are considered adequate by the Company, to the Company's system including but not limited to the Company's customers, personnel and equipment. The Customer shall indemnify and save the Company harmless from any and all claims, costs, or expense for loss, damage, or injury to persons or property (including the Customer's generation system and the Company's system) caused by or resulting from:



**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.38  
Canceling Original Sheet No. 7.38

(a) Any act or omission by the Customer, or Customer's contractors, subcontractors, agents, servants and employees in connection with the installation or operation of the Customer's generation system or the operation thereof in connection with the Company's system;

(b) Any defect, failure of, or fault related to the Customer's generation system;

(c) The Customer's negligence or negligence of the Customer's contractors, subcontractors, agents, servants and employees or;

(d) Any other event or act that is the result of, or proximately caused by, the Customer's Facility.

The SGC agrees to indemnify and save harmless the Company, subsidiaries or affiliates, and their respect employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidies affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or berequired to pay by reason of negligence on the part of the SGC in performing its obligations pursuant to this Agreement or the SGC failure to abide by the provisions of this Agreement. The Company agrees to indemnify and save harmless the SGC against any and all liability, loss, damage,

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.39  
Canceling Original Sheet No. 7.39

cost or expense which the SGC may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing obligations pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The SGC agrees to include the Company as an additional named insured in any liability insurance policy or policies the SGC obtains to protect the SGC interests with respect to the SGC indemnity and hold harmless assurances to parties contained this Section.

(6) Insurance

The SGC shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the SGC coverage under a liability insurance policy issued by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the SGC, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of interconnection to the SGC, or caused by operation of any of the QF's equipment or by the SGC'S failure to maintain the Facility's equipment satisfactory and safe operating conditions, or otherwise arising out of the performance by the SGC of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount to be determined on a case by case basis, but in no event less than \$1,000,000 for each occurrence.

ISSUED BY: D. L. McCrary

EFFECTIVE: May 22, 1992

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.39.1

There may be an occasion when a contract with a particular SGC represents a greater than usual liability risk. Should the Company deem the contract with the SGC under this Agreement to be such an occasion, the Company will enter into good faith negotiations to set an appropriate minimum level of insurance greater than \$1,000,000. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The SGC shall pay all premiums and other charges requested or due in order to maintain such coverage as requested under this section in force during the entire period of interconnection with the Company.

(7) Notification

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

For Gulf: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

For SGC: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.40  
Canceling Original Sheet No. 7.40

IN WITNESS WHEREOF, the SGC and the Company executed this Agreement this  
\_\_\_\_\_ day of \_\_\_\_\_.

**APPLICANT**

**GULF POWER COMPANY**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

**GULF POWER COMPANY**

Section VII  
Fourth Revised Sheet No. 7.41  
Canceling Third Revised Sheet No. 7.41

\_\_\_\_\_ and **GULF POWER COMPANY**  
(Customer Name)

**Agreement For  
Energy Select Program**

Agreement, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between Gulf Power Company, a corporation, (the "Company"); and \_\_\_\_\_, (hereafter called "Customer").

It is hereby agreed:

1. Customer chooses to take service pursuant to Gulf Power Company's Energy Select Program which has been approved by the Florida Public Service Commission (FPSC). This program includes service and billing under Gulf Power's Rate Schedule RSVP, on file with and approved by the FPSC.
2. Gulf Power Company will provide the necessary energy management equipment for use on the Customer's premises for the duration of the contract. Customer will be responsible for any willful damages to Company-owned energy management equipment installed at the Customer's premises.
3. Customer will provide reasonable access for installing, maintaining, inspecting, testing, and/or removing Company-owned equipment. Where applicable for installation and removal of Company-owned equipment, are described in Rate Schedule RSVP and are incorporated as part of this agreement.
4. Customer's electrical equipment and appliances are in good working condition as determined at the sole discretion of the Company. Gulf Power will not be responsible for the repair, maintenance, or replacement of the Customer's electrical equipment or appliances.
5. Billing under Rate Schedule RSVP will commence after the installation, inspections, and testing of the equipment, and will continue until terminated by the Customer or the Company with 30 days' notice. Rate Schedule RSVP is incorporated as a part of this agreement. Customer hereby acknowledges having received and reviewed the rates, terms, and conditions contained in Rate Schedule RSVP. Customer understands and acknowledges that this rate schedule, as well as the rates, terms, and conditions therein are subject to periodic change by the FPSC and such changes will be applicable to the Customer.
6. This agreement supersedes all previous agreements and representations, either written or oral, heretofore made between the Company and the Customer with respect to matters herein contained. Any modification(s) to this Agreement must be approved, in writing, by the Company and the Customer.

**Gulf Power Company**

Representative of Gulf Power Company

FOR OFFICE USE ONLY:

Received ON \_\_\_\_\_  
Premise \_\_\_\_\_

Bill Group \_\_\_\_\_ Meter \_\_\_\_\_ [ ]

Feeder Loe \_\_\_\_\_ PS Yes [ ] No [ ]

Processed On \_\_\_\_\_ By \_\_\_\_\_

[ ] CSS [ ] SP [ ] TOUCP [ ] SCAN

\_\_\_\_\_ Customer Signature

\_\_\_\_\_ Street Address

\_\_\_\_\_ City, State, Zip

\_\_\_\_\_ Day Phone \_\_\_\_\_ Home Phone

\_\_\_\_\_ Evening/Alternate Phone

\_\_\_\_\_ E-mail Address

\_\_\_\_\_ Account Number

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE;**

**GULF POWER COMPANY**

Section No. VII  
Fourth Revised Sheet No. 7.42  
Canceling Third Revised Sheet No. 7.42

**SURGE PROTECTION AGREEMENT**  
**Rate Schedule SP**  
**Form 16**  
(Closed Rate)

Name \_\_\_\_\_ Telephone \_\_\_\_\_ Date \_\_\_\_\_  
(please print)

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**FACILITIES FURNISHED:**

Gulf Power Surge Protection Equipment: Meter based whole house surge arrester device  
Monthly Charge\* \$3.45

\* Monthly charge does not include applicable governmental assessments, taxes or fees and is subject to revision in proceedings before the Florida Public Service Commission.

The undersigned Customer ("Customer") requests Gulf Power Company ("Company") to furnish the facilities described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule Surge Protection and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. In consideration of the supplying and maintenance of said facilities, the Customer hereby grants to the Company, the right to install, operate, and maintain its facilities described above together with the rights of ingress and egress to and from said facilities. All fixtures, equipment and material used in the installation, operation, and maintenance of said facilities shall remain at all times the property of the Company.

Billing under this Agreement shall not begin until the meter-based surge protector has been installed. This Agreement shall be effective as of the date set forth above, and shall continue on a month to month basis. Service under this Agreement may terminate upon reasonable notice by either party to the other.

By signing this Agreement, the Customer acknowledges that the Company disclaims any and all warranties, express or implied, concerning the facilities to be installed pursuant to this Agreement. The Company shall be held harmless in connection with the operation of the facilities installed pursuant to this Agreement. In the event the protective effectiveness of the facilities should be interrupted or fail for any reason, the Company's sole obligation shall be to repair or replace its facilities installed pursuant to this Agreement within a reasonable time after actual notice of the condition is received by the Company, and such interruption shall not constitute a breach of this contract, nor shall Gulf Power Company, its affiliates, officers, directors, or employees, be liable to the Customer or to third parties for damages by reason of such interruption or failure.

This 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 signed on behalf of both parties, this Agreement constitutes the entire agreement between the Company and the Customer.

\_\_\_\_\_  
Applicant Signature (Referred to above as the Customer)

**Gulf Power Company**

\_\_\_\_\_  
Customer Account Number

\_\_\_\_\_  
Representative of Gulf Power

\_\_\_\_\_  
Meter Number

\_\_\_\_\_  
Representative of Gulf Power (Print Name)

**ISSUED BY:** Tiffany Cohen

**EFFECTIVE:**

**GULF POWER COMPANY**

Section VII  
Second Revised Sheet No. 7.43  
Canceling First Sheet No. 7.43

**APPLICATION FOR UNDERGROUND COST ESTIMATE  
(Form 17)**

Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Type estimate requested      \_\_\_\_\_ Non-binding      \_\_\_\_\_ Binding

Location / description of requested project \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This application and the deposit paid is for the purpose of obtaining a estimate of the cost of underground facilities pursuant to Section IV Part VI of Gulf Power Company's Tariff for Retail Service, Sheets 4.22 through 4.28.1. Said provisions govern this application as if fully set forth herein.

Signed \_\_\_\_\_ Amount paid \$ \_\_\_\_\_

(Binding cost estimate only)  
(To be calculated by Gulf Power in  
accordance with Tariff Section IV,  
Subpart 6.7.4 and 6.7.5)

**FOR COMPANY USE ONLY**

Length in miles of underground trench or overhead primary to be converted \_\_\_\_\_

Amount of deposit \_\_\_\_\_

Received by \_\_\_\_\_

Date Received by Gulf Power Company \_\_\_\_\_

Notice: The deposit paid applies specifically to the scope of work defined above. It cannot be credited to charges for any other work due to revisions in the scope.

ISSUED BY: Tiffany Cohen

EFFECTIVE

**GULF POWER COMPANY**

Section VII  
Thirteenth Revised Sheet No. 7.45  
Canceling Twelfth Revised Sheet No. 7.45

GULF POWER COMPANY  
OPTIONAL RELAMPING SERVICE AGREEMENT  
CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING  
RATE SCHEDULE OS (PART I/II)  
Form 19  
(Close Schedule)

Contract No. \_\_\_\_\_

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

DBA \_\_\_\_\_ Telephone No. \_\_\_\_\_ Tax I. D. \_\_\_\_\_

Street Address (Subdivision, etc.) of Light(s) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Driving Directions \_\_\_\_\_

Location of Light(s) \_\_\_\_\_

Meter No. \_\_\_\_\_ Account No. \_\_\_\_\_ JETS WO No. \_\_\_\_\_

**UNMETERED CUSTOMER-OWNED FIXTURES:**

High Pressure Sodium Vapor Lighting:  
\_\_\_\_\_ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$1.83 each per month \$ \_\_\_\_\_

**METERED CUSTOMER-OWNED FIXTURES:**

High Pressure Sodium Vapor Lighting:  
\_\_\_\_\_ 8,800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$0.72 each per month \$ \_\_\_\_\_

\*Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

The Applicant requests a relamping service agreement on the lamp(s) and photocell(s) for the fixtures described above and the necessary electric energy (if unmetered) for the operation thereof and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover both the electric service (if unmetered) and the replacement of lamps and photoelectric controls upon routine failure. Lamps or photoelectric controls damaged or destroyed due to vandalism or willful abuse are not covered by this agreement and will only be replaced at the Applicant's expense. The Applicant remains responsible for all maintenance other than the replacement of lamps and photoelectric controls. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: Tiffany Cohen

EFFECTIVE:



**GULF POWER COMPANY**

Section VII  
Third Revised Sheet No. 7.46  
Canceling Second Revised Sheet No. 7.46

Form 19 (Continued)

Contract No. \_\_\_\_\_

In consideration of the supplying of said electric current (if unmetered) and the relamping of the lamp and photoelectric controls, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART I/II)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure. The relamping service provided hereunder is for the convenience of the Applicant and in consideration thereof, the Applicant releases the Company, and agrees to hold the Company harmless, from any damages caused by the failure of the lamp(s) and photocell(s) covered by this agreement to operate for any reason whatsoever including any negligent actions or failures to act by the Company or any of its officers, employees, agents or subcontractors.

GULF POWER COMPANY

APPLICANT

Application

Taken BY \_\_\_\_\_

Applicant \_\_\_\_\_

Approved by \_\_\_\_\_

Title \_\_\_\_\_

Authorized Company  
Representative

Date \_\_\_\_\_

ISSUED BY: Susan Story

EFFECTIVE: January 31, 2006

**GULF POWER COMPANY**

Section No. VII  
Eighth Revised Sheet No. 7.47  
Canceling Seventh Revised Sheet No. 7.47

**GULF POWER COMPANY  
OPTIONAL UP FRONT PAYMENT OF FIXTURE(S)**

**ADDENDUM TO CONTRACT FOR STREET AND  
GENERAL AREA LIGHTING SERVICE  
RATE SCHEDULE OS (PART I/II)**

**Form 20  
(Closed Schedule)**

Contract No. \_\_\_\_\_

TOTAL INSTALLED COST OF FIXTURE(S) \$ \_\_\_\_\_

**MONTHLY CHARGE - FIXTURE(S) PAID UP FRONT**  
Rate Schedule OS (Part I/II) – Street and Outdoor Lights

| <u>Type Light</u>                    | <u>Lamp<br/>Wattage</u> | <u># of Lights<br/>(a)</u> | <u>Price Per<br/>Light*<br/>(b)</u> | <u>Total<br/>Amount/Mo.<br/>(c) = (a) x (b)</u> |
|--------------------------------------|-------------------------|----------------------------|-------------------------------------|-------------------------------------------------|
| _____                                | _____                   | _____                      | _____                               | _____                                           |
| _____                                | _____                   | _____                      | _____                               | _____                                           |
| _____                                | _____                   | _____                      | _____                               | _____                                           |
| _____                                | _____                   | _____                      | _____                               | _____                                           |
| _____                                | _____                   | _____                      | _____                               | _____                                           |
| <b>Total Base Monthly Charge****</b> |                         |                            |                                     | \$ _____                                        |

\*\*\*\* Base monthly charge does not include any applicable clause charges, applicable taxes, or fees.

NOTE: The Company will retain ownership of the fixture(s) and will provide for any routine maintenance. On a monthly basis, the Customer will pay only the Maintenance and Energy Charges for the fixture(s) in lieu of the total of the Fixture, Maintenance, and Energy Charges. The useful life of the fixture(s) is 15 years from the installation date. If the fixture(s) fails prior to this date, the fixture(s) will be changed out at no cost to the Customer; and the billing of the fixture(s) will remain as is. However, if the fixture(s) fails on or after this date, then the Customer will have the option of one of three billing methods for the fixture(s) that is replaced: (1) paying up front for the total installed cost of the replacement of the fixture(s) and continuing to pay on a monthly basis, the Maintenance and Energy Charges for the fixtures(s), (2) paying the monthly Total Charge of the fixture(s) as provided in the tariff, or (3) discontinuing the unmetered electric service.

**GULF POWER COMPANY**

**CUSTOMER**

Application  
Taken By \_\_\_\_\_

Customer \_\_\_\_\_

Approved By \_\_\_\_\_  
Authorized Company Representative

Title \_\_\_\_\_

Date \_\_\_\_\_

\*Includes only the Maintenance and the Energy Charge portions of the Total Charge. For metered fixtures, the Energy Charge is not applicable. Any other applicable charges, as provided in the rate schedule, will be added to this total flat amount for the fixture(s).

**ISSUED BY:** Tiffany Cohen.

**EFFECTIVE:**

**GULF POWER COMPANY**

Section No. VII  
Fourth Revised Sheet No. 7.48  
Canceling Third Revised Sheet No. 7.48

GULF POWER COMPANY  
OPTIONAL UP FRONT PAYMENT OF ADDITIONAL FACILITIES

ADDENDUM TO  
CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE,  
OPTIONAL RELAMPING SERVICE AGREEMENT CUSTOMER OWNED  
STREET AND GENERAL AREA LIGHTING, AND CUSTOMER-OWNED LIGHTING  
AGREEMENT (WITHOUT RELAMPING SERVICE PROVISIONS)  
Rate Schedule OS (Part VII)

Form 21  
(Closed Schedule) Contract No. \_\_\_\_\_

TOTAL INSTALLED COST OF ADDITIONAL FACILITIES \$ \_\_\_\_\_

DESCRIPTION OF ADDITIONAL FACILITIES PAID UP FRONT

| <u>Type Pole</u> | <u># of Poles</u> | <u>Type Wire</u> | <u>Quantity of Wire</u> | <u>Miscellaneous Materials</u> | <u>Quantity of Material</u> |
|------------------|-------------------|------------------|-------------------------|--------------------------------|-----------------------------|
| _____            | _____             | _____            | _____                   | _____                          | _____                       |
| _____            | _____             | _____            | _____                   | _____                          | _____                       |
| _____            | _____             | _____            | _____                   | _____                          | _____                       |

NOTE: The Company will retain ownership of these additional facilities. There will be no payment on a monthly basis. The useful life of the pole(s) is 30 years from the installation date; and the useful life of the wire, eyebolts, and other miscellaneous additional facilities is 15 years from the installation date. If the pole(s), wire, eyebolts and/or other miscellaneous additional facilities must be changed out prior to this date, the facilities will be changed out at no cost to the Customer; and the billing of these facilities will remain as is. However, if any of these facilities have to be changed out on or after this date, then the Customer will have the option of one of three billing methods for the additional facilities that are replaced: (1) paying up front for the total installed cost of the replacement of the additional facilities, (2) paying a monthly charge as provided in the tariff, or (3) discontinuing the unmetered electric service.

GULF POWER COMPANY  
Application Taken By \_\_\_\_\_  
Approved By \_\_\_\_\_  
Authorized Company Representative

CUSTOMER  
Customer \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.49  
Canceling Original Sheet No. 7.49

CONTRACT SERVICE  
ARRANGEMENT FOR THE  
PROVISION OF SERVICE  
UNDER THE COMMERCIAL/INDUSTRIAL SERVICE RIDER

Form 22

This Contract Service Arrangement ("Agreement") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between \_\_\_\_\_ (hereinafter called the "Customer"), and GULF POWER COMPANY, 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 currently takes or is qualified to take electric service from the Company under rate schedule \_\_\_\_\_ at the service location described in Exhibit A; and

WHEREAS, there is a viable economic alternative (excluding alternatives in which the Company has an ownership or operating interest) to the present pricing under the Company's rate schedule \_\_\_\_\_ which is sufficient economic justification for the Customer to decide not to take electric service from the Company for all or a part of the Customer's needs; and

WHEREAS, the Customer has shown evidence and legal attestation that it will not take electric service from the Company to serve its new or retained load unless rate schedule Commercial/Industrial Service Rider (hereinafter called "CIS rider") is applied; and

WHEREAS, the Company is willing to apply the CIS rider to the Customer's new or retained load in exchange for a commitment by the Customer to continue or begin 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 schedule, and the CIS rider, 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 specifically modified in this Agreement). The Customer agrees to abide by all applicable requirements of the tariff, rate schedule, and the CIS rider, except to the extent specifically modified by this Agreement. Copies of the Company's currently approved rate schedule and the CIS rider are attached as Exhibit B and made a part hereof.

In the event of any conflict between the terms of this Agreement and such tariff or rate schedule (other than as set out in the CIS rider) the terms of this Agreement shall control.

**ISSUED BY:** Susan Story

**EFFECTIVE:** December 6, 2005

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.50

2. Term of Agreement - This Agreement shall remain in force for a term \_\_\_\_\_ years commencing on the above date. During the last \_\_\_year(s) of the term hereof, the parties shall meet in good faith to negotiate an extension of this Agreement beyond the initial term. During this negotiation, each party hereto shall retain the absolute discretion to reject (1) any pricing or other terms and conditions proposed by the other party hereto or (2) the continuation of any pricing or other terms and conditions as agreed upon for the initial term or any subsequent term(s).

3. Modifications to 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 -

See Exhibit D to this Agreement.

6. 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.

7. Incorporation of Tariff - This Agreement incorporates by reference the terms and conditions of rate schedule \_\_\_\_\_ and the CIS rider 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 as approved by the Commission and such rate schedules, the terms and conditions of this Agreement shall control.

**ISSUED BY:** Travis Bowden

**EFFECTIVE:** September 3, 1996

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.51  
Canceling Original Sheet No. 7.51

8. 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: Gulf Power Company  
500 Bayfront Parkway  
One Energy Place  
Pensacola, FL 32520  
Facsimile: \_\_\_\_\_  
Attention: \_\_\_\_\_

with a copy to: Gulf Power Company  
500 Bayfront Parkway  
One Energy Place  
Pensacola, FL 32520  
Facsimile: \_\_\_\_\_  
Attention: \_\_\_\_\_

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.

9. 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 Company 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.

**ISSUED BY:** Mark Crosswhite

**EFFECTIVE:** April 11, 2012

**GULF POWER COMPANY**

Section VII  
Original Sheet No. 7.52

10. 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 of 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.

11. Headings - The section and paragraph headings contained in the Agreement are for reference purposes only and shall not effect, in any way, the meaning or interpretation of this Agreement.

12. 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.

13. 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.

14. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

15. 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 is considered confidential, proprietary information of the parties. If requested, such information shall be made available for review by the Commission and its staff only and such review shall be made under the confidentiality rules of the Commission.

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.53  
Canceling Original Sheet No. 7.53

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

APPLICANT

GULF POWER COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Print or Type Name)

(Print or Type Name)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012



**GULF POWER COMPANY**

Section VII  
Fourth Revised Sheet No. 7.54  
Canceling Third Revised Sheet No. 7.54

**GULF POWER COMPANY  
ASSIGNMENT OF LIGHTING SERVICE CONTRACT  
Rate Schedule OS (Part VII)  
Form 23  
(Closed Schedule)**

Contract No. \_\_\_\_\_

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, the

check one

- Applicant named in the CONTRACT FOR STREET AND GENERAL AREA LIGHTING SERVICE (Gulf Power Form 5) dated \_\_\_\_\_, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract").
- Applicant named in the RELAMPING SERVICE AGREEMENT CUSTOMER-OWNED STREET AND GENERAL AREA LIGHTING (Gulf Power Form 19) dated \_\_\_\_\_, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract").
- Applicant named in the CUSTOMER-OWNED LIGHTING AGREEMENT (WITHOUT SERVICE PROVISIONS) (Gulf Power Form 24) dated \_\_\_\_\_, said agreement being attached hereto and incorporated herein by reference (and hereafter called "the Contract").

(said party hereinafter called "the Assigning Party"), and \_\_\_\_\_ the assignee (said party hereinafter called "the Customer", is for the purpose of transferring and assigning all future rights and obligations the Assigning Party has with regard to the lighting service provided by Gulf Power Company ("Gulf Power" or "the Company") pursuant to the Contract at the location(s) specified therein. Subject to the consent and acceptance of this agreement by Gulf Power, effective on the date of this agreement the assignee agrees to assume all obligations of the Contract. This assignment does not release the Assigning Party from any liabilities and obligations incurred prior to the effective date of this agreement.

\_\_\_\_\_  
Assigning Party

\_\_\_\_\_  
Assignee/Customer

**CONSENT TO ASSIGNMENT**

Gulf Power Company hereby grants in writing its consent to the assignment of the attached Contract from the Assigning Party to the Assignee/Customer each named above. Nothing contained herein, however, shall serve to discharge the Assigning Party or its sureties, from any liability previously accrued under the Contract.

GULF POWER COMPANY

By \_\_\_\_\_  
Authorized Company Representative

Date \_\_\_\_\_

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
Twelfth Revised Sheet No. 7.55  
Canceling Eleventh Revised Sheet No. 7.55

**GULF POWER COMPANY  
CUSTOMER-OWNED LIGHTING AGREEMENT  
(WITHOUT RELAMPING SERVICE PROVISIONS)  
RATE SCHEDULE OS (PART I/II)**

**Form 24**

(Closed Schedule)

Contract No. \_\_\_\_\_

Customer Name \_\_\_\_\_ Date \_\_\_\_\_

DBA \_\_\_\_\_ Telephone No. \_\_\_\_\_ Tax I. D. \_\_\_\_\_

Street Address (Subdivision, etc.) of Light(s) \_\_\_\_\_

Billing Address \_\_\_\_\_

Driving Directions \_\_\_\_\_

No. of Light(s) \_\_\_\_\_ Location of Light(s) \_\_\_\_\_

Meter No. \_\_\_\_\_ Account No. \_\_\_\_\_ JETS WO No. \_\_\_\_\_

**CUSTOMER-OWNED FIXTURE(S):**

**High Pressure Sodium**

\_\_\_\_\_ 8800 Lumen (100 Watts) Light(s) to be billed at a base rate of \$ \$1.11 each per month \$ \_\_\_\_\_

All others to be billed as follows:

\_\_\_\_\_ Light(s) @ a base rate of \$ \_\_\_\_\_ \* each per month (kWh for one light = \_\_\_\_\_) \$ \_\_\_\_\_

\_\_\_\_\_ Light(s) @ a base rate of \$ \_\_\_\_\_ \* each per month (kWh for one light = \_\_\_\_\_) \$ \_\_\_\_\_

\_\_\_\_\_ Light(s) @ a base rate of \$ \_\_\_\_\_ \* each per month (kWh for one light = \_\_\_\_\_) \$ \_\_\_\_\_

Total Base Monthly Charge\*\* \$ \_\_\_\_\_

\* This base rate per light is calculated by taking the kWh for one light and multiplying by \$0.0590. Repeat this line for each different type of customer-owned light other than the 8800 Lumen light shown above.

\*\* Base monthly charge does not include Fuel Charge, Purchased Power Capacity Charge, Environmental Charge, Energy Conservation Charge, Natural Disaster Recovery Surcharge, applicable taxes, or fees.

The Applicant requests the necessary electric energy for the operation thereof for the fixtures described above and hereby agrees to take and pay for the same in accordance with and subject to the Company's Rate Schedule "OS (PART I/II)" and Rules and Regulations for Electric Service on file in its office and on file with the Florida Public Service Commission or any changes therein as approved by the Florida Public Service Commission. This agreement and the monthly rates set forth above cover the electric service. The distribution system shall serve no other electrical loads except the lighting equipment described above.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

**GULF POWER COMPANY**

Section VII  
First Revised Sheet No. 7.56  
Canceling Original Sheet No. 7.56

Form 24 (Continued)

Contract No. \_\_\_\_\_

In consideration of the supplying of said electric current, the Applicant hereby grants to Gulf Power Company, the right to construct, operate, and maintain upon, over, under, and across the premises located at the above service address its poles, lines, facilities, and appliances necessary in connection therewith for the transmission of electric power together with the rights of ingress and egress to and from said lines and the right to cut and keep clear all trees and other obstructions that may injure or endanger said lines. All equipment and material used in the construction, operation, and maintenance of said facilities shall remain at all times the property of Gulf Power Company. The contract term as provided by Rate Schedule "OS (PART 1/11)" shall be for an initial period of years and thereafter from year to year until terminated by three (3) months' written notice by either party to the other.

The location of said fixtures shall be as specified by the Applicant and the Company shall be held harmless in connection therewith or the use thereof. Should the Applicant discontinue this service before the expiration of the full term of contract, all unpaid charges for the full term shall immediately become due and payable. In the event the supply of electric current should be interrupted or fail by reason of accident, or condition beyond the control of Gulf Power Company, the service shall be restored within a reasonable time and such interruption shall not constitute a breach of the contract, nor shall Gulf Power Company be liable for damages by reason of such interruption or failure.

GULF POWER COMPANY

APPLICANT

Application

Taken by \_\_\_\_\_

Approved by \_\_\_\_\_

Authorized Company Representative

Applicant \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**ISSUED BY:** Susan Story

**EFFECTIVE:** January 31, 2006

**GULF POWER COMPANY**

Section No. VII  
Original Sheet No. 7.62

GULF POWER COMPANY

*Certificate of Compliance*

*Small Power Generation Systems*

Form 28

The undersigned contractor / constructor does hereby certify that the small power generation system (10,000 kW or smaller) described below, is in compliance with the following codes and standards:

- a. UL Standard 1741, entitled "Standard for Safety for Static Inverters and Charge Controllers for use in Photovoltaic Systems", dated January 17, 2001,
- b. UL Standard 1703, entitled "Standard For Safety: Flat Plate Photovoltaic Modules and Panels", dated August 1, 1986,
- c. IEEE Standard 1262-1995, entitled "Recommended Practice for Qualification of Photovoltaic Modules" dated April 12, 1996, or IEC Standard 61646, dated November, 1996,
- d. IEEE Standard 929, entitled "Recommended Practice for Utility Interface of Photovoltaic (PV) Systems", dated April 3, 2000, and
- e. All applicable city, county, state, and federal construction codes and standards.

Small Power Generation System Description

Owner's Name: \_\_\_\_\_

Location of Installation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

General Description (type, size, manufacturer, etc.) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

~~~~~

Contractor Name and Address:

Signature: _____

Date: _____

License No. _____

ISSUED BY: Tom Fanning

EFFECTIVE: June 28, 2002

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.66

CURTAILABLE LOAD SERVICE AGREEMENT

Form 30

This Agreement is made this _____ day of _____, _____
by and between _____ the "Customer")
located at _____ in
_____, Florida and Gulf Power Company, a Florida
corporation (the "Company" or "Gulf Power").

WITNESSETH

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

1. The Company agrees to furnish and the Customer agrees to take service under rate schedule _____ and the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.
2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.
3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Firm Demand shall not be subject to change during the term of this Agreement.
4. The Customer's Non-Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Non-Firm Demand shall not be subject to change during the term of this Agreement. Upon receipt of notice from the Company, the Customer agrees to curtail its Non-Firm Demand during all curtailment periods and test periods designated by the Company.
5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the Company will provide the Customer with a monthly billing credit of \$ _____ per kW for each kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit shall not be subject to change during the term of this Agreement.
6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load:

ISSUED BY: S. W. Connally, Jr

Effective: April 17, 2018

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.67

Form 30 (Continued)

Name of Contact Person(s); _____
Office and/or Cellular Telephone Number(s);
and Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

7. 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 result of the curtailment of electric service.

8. The term of this Agreement shall commence on _____, _____, _____ and end on _____, _____, _____; provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

ISSUED BY: S. W. Connally, Jr.

Effective: April 17, 2018

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.68

Form 30 (Continued)

10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.

11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.

13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

Charges and Terms Accepted:

Customer Name

By: _____

Signature (Authorized Representative)

(Print or type name)

Title: _____

GULF POWER COMPANY

By: _____

(Signature)

(Print or type name)

Title: _____ Attest: _____

GULF POWER COMPANY

Section VII
Original Sheet No. 7.69

**ELECTRIC SERVICE AND METER SOCKET REQUIREMENTS
Form 31**

APPLICANT Current Account No. _____

MAILING ADDRESS

CITY, ZIP CODE SERVICE ADDRESS/LEGAL DESCRIPTION

PHONE (WEEKDAYS) _____ DATE _____

Gulf Power is pleased to advise that electric service for your proposed _____ will be available from our distribution facilities as shown on the sketch below. We understand you are requesting Overhead Underground, volts, phase service. The items checked below and receipt by our representative of the white copy of this form with your signature acknowledging your receipt, are required before Gulf Power Company provides electric service.

Payment:	• Construction/Temporary Service Charge:	\$ _____
(Check or	• Security Deposit for Construction/Temporary Service:	\$ _____
Money Order)	• Underground/Overhead Differential Charge for Permanent Service:	\$ _____
	• Line Extension Construction in Aid of Construction (CIAC):	\$ _____
	TOTAL:	\$ _____

Tree Trimming & Clearing: _____ Feet
Each Side of Proposed Line.

Installation of Meter Socket & Downpipe/
according to Gulf Specifications
(see checklist on reverse side of this sheet)
Install eyebolt (for Gulf to attach wires to)

Configuration Meter Socket*
Before will billed after permanent service provided.
*Meter enclosure must be approved for use
In Gulf service area. Current list of approved
enclosures available upon request. Socket configurations
are shown on reverse side of this form.

Site Plan • Electrical Load Information/Plans.
Easement for Gulf Facilities/Legal Description of
Property
Contact Gulf _____ days before Certificate Weatherhead
of Occupancy concerning Application/Security
Deposit for permanent service.
Final City/County Electrical Inspection

\$ _____ Security Deposit is required
Other _____

For overhead service, minimum attachment height is to be 12 feet above grade. For underground service, minimum cover is to be 24 inches (maximum 36 inches). Gulf specifications and requirements must be adhered to and are available upon request. Upon timely completion of the above required items and agreement between you and our Representative, service may be provided approximately the week of or as mutually agreed upon. Changes to type service requested, failure to comply with above requirements, or delays to Gulf's construction schedule may affect proposed date of service.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.70

RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

Form 32

THIS Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this day of _____, 20____ by and between _____, having a primary residence located at _____ (hereafter, the "Customer") and GULF Power, a Florida corporation, having offices _____ (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW"), for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service") at the Customer residential property located at _____ (hereafter the "Residential Property").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for _____ years following the Residential Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company will design, procure, install, own, operate, and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Residential Property, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
 - (a) **Residential Operation.** Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for operation, with the date of such notice being the "Residential Operation Date".
 - (b) **Commencement of Monthly Service Payment Upon Residential Operation Date.** Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Residential Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.

Equipment Maintenance; Alterations. During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material way the Equipment, or anypart thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.71

Form 32 (Continued)

5. Customer Payments.

- (a) Fees. The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Applicable taxes will also be included in or added to the Monthly Service Payment. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) Late Payment. Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts. 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, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the preceding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.

6. **Customer Credit Requirements.** In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
7. **Right of Access.** Customer hereby grants Company an access easement on the Residential Property sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Residential Property to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access").
8. **Company Operation and Testing of Equipment.** The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
9. **Customer Responsibilities.** Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Residential Property in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Residential Property. The Customer shall be obligated, at its sole expense, to keep the Residential Property free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.72

Form 32 (Continued)

10. Permits and Regulatory Requirements. Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permit.

11. Title and Risk of Loss.

- (a) Title. The Customer agrees that Equipment installed at the Residential Property is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Residential Property and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Residential Property.
- (b) Liens. Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Residential Property.
- (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE RESIDENTIAL PROPERTY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY A "CUSTOMER CASUALTY").** Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Residential Property; (v) Customer enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vi) any representation or warranty made by Customer or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (vii) Customer removes or allows a third party to remove, any portion of the Equipment from the Residential Property.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.73

Form 32 (Continued)

- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Residential Property (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
- ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.
- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.74

Form 32 (Continued)

(ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered maintenance costs expended by Company prior to the effective date of termination, minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).

13. Warranty and Representations.

- (a) Company's Disclaimer of Express and/or Implied Warranties. **CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE RESIDENTIAL PROPERTY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**
- (b) Customer Representations and Warranties. The Customer represents and warrants that (i) the Residential Property at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Residential Property will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Residential Property is accurate and complete; and (iv) Customer holds sole and exclusive title to the Residential Property or has the sole and exclusive right of possession of the Residential Property for the Term.

14. LIMITATIONS OF LIABILITY.

- (a) **IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.**
- (b) **SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.**

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.75

Form 32 (Continued)

(c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c). Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: _____(Initials)

15. **Force Majeure.** Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Residential Property or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
16. **Confidentiality.** "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by Company or otherwise, which is disclosed to Customer. Confidential Information shall not be used for any purpose other than for purposes of this Agreement and shall not be disclosed without the prior written consent of Company.
17. **Insurance and Indemnity.**
- (a) Insurance to Be Maintained by the Company. At any time that the Company is performing Services under this Agreement at the Customer Residential Property, the Company shall, maintain, at its sole cost and expense, liability insurance as required by law, including workers' compensation insurance mandated by the applicable laws of the State of Florida. Company may meet the above required insurance coverage with any combination of primary, excess, or self-insurance.
 - (b) Insurance to Be Maintained by the Customer. During and throughout the Term of this Agreement and until all amounts payable to the Company pursuant to this Agreement are paid in full, the Customer shall maintain a homeowners property insurance policy with minimum limits equal to the value of the Residential Property and homeowners liability insurance policy with minimum limits of Three Hundred Thousand (\$300,000.00) Dollars.
 - (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.
18. **Non-Waiver.** The failure of either Party to insist upon the performance of any term or condition of this Agreement 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.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.76

Form 32 (Continued)

19. **Assignment.** Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company. This Agreement is free of any restrictions that would prevent the Customer from freely transferring the Residential Property. Company will not prohibit the sale, conveyance or refinancing of the Residential Property. Company may choose to file in the real estate records one or more precautionary UCC financing statements or fixture filings (collectively "Fixture Filing") that preserves their rights in the Equipment. The Fixture Filing is intended only to give notice of its rights relating to the Equipment and is not a lien or encumbrance against the Residential Property. Company shall explain the Fixture Filing to any subsequent purchasers of the Residential Property and any related lenders as requested. Company shall also accommodate reasonable requests from lenders or title companies to facilitate a purchase, financing or refinancing of the Residential Property.
20. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Escambia County, Florida or the United States District Court for the Northern District 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 Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
21. **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 Agreement.
22. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.77

Form 32 (Continued)

23. **Survival.** The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
24. **Notices.** All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand- delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement and with respect to Company, sent to the attention of _____. Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
25. **Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.
26. **Entire Agreement.** The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

GULF Power

By: _____
(Signature)

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Date: _____

Title: _____

Customer

By: _____
(Signature)

(Print or Type Name)

Date: _____

ISSUED BY: Tiffany Cohen

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GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.78

NON-RESIDENTIAL OPTIONAL SUPPLEMENTAL POWER SERVICES AGREEMENT

FORM 33

THIS Non-Residential Optional Supplemental Power Services Agreement ("Agreement") is made and entered into this ____ day of _____, 20____ by and between _____, a _____, having its principal office at _____ (hereafter, the "Customer") and Gulf Power Company, a Florida corporation, having offices at _____ (hereafter "Company") (each a "Party" and collectively the "Parties"). The Service (as defined in the paragraph below) provided under this Agreement is subject to the Rules and Orders of the Florida Public Service Commission ("FPSC") and to Company's Electric Tariff, including, but not limited to, the Optional Supplemental Power Services Rider, Rate Schedule OSP-1, as approved or subsequently revised by the FPSC (hereafter the "Rider") and the General Rules and Regulations for Electric Service as they are now written, or as they may be hereafter revised, amended or supplemented (collectively, hereafter referred to as the "Electric Tariff"). In case of conflict between any provision of this Agreement and the Electric Tariff, this Agreement shall control. Capitalized terms not defined herein shall have the meaning set forth in the Electric Tariff.

WHEREAS, the Customer hereby applies to Company for receipt of service, as more specifically described in a Statement of Work ("SOW") for the purpose of providing an alternative source of power supply and/or power conditioning service in the event Customer's normal electric supply is disrupted (hereafter the "Service"), at the Customer facility located at _____ (hereafter the "Facility").

NOW THEREFORE, in consideration of their mutual promises and undertakings, the Parties agree to the following terms and conditions in this Agreement:

1. **Effective Date.** This Agreement shall become effective upon the acceptance hereof by Company ("Effective Date"), evidenced by the signature of Company's authorized representative appearing below, which, together with the Electric Tariff and the SOW, shall constitute the entire agreement between the Customer and Company with respect to provision of the Service.
2. **Term of Agreement.** The term of this Agreement will commence on the Effective Date and will continue for ____ years following the Commercial Operation Date as defined in Section 4(a) below (the "Term").
3. **Scope of Services.** Company will design, procure, install, own, operate and provide maintenance to all alternative sources of power supply and/or power conditioning equipment ("Equipment") to furnish the Service as more specifically described in the SOW. Customer acknowledges and agrees that (i) the Equipment will be removable and will not be a fixture or otherwise part of the Facility, (ii) Company will own the Equipment, and (iii) Customer has no ownership interest in the Equipment. For the avoidance of doubt, it is the Parties' intent that this Agreement (i) is for the Company's provision of Services to Customer using Company's Equipment, and (ii) is not for the license, rental or lease of the Equipment by Company to Customer.
4. **Design and Installation.** Company will design, procure, and install the Equipment pursuant to the requirements of the SOW.
 - (a) **Commercial Operation.** Upon completion of the installation of the applicable Equipment in accordance with the requirements of the SOW, Company shall deliver to Customer a notice that the Equipment is ready for commercial operation, with the date of such notice being the "Commercial Operation Date".
 - (b) **Commencement of Monthly Service Payment Upon Commercial Operation Date.** Customer's obligation to pay the applicable Customer's monthly Service payment, plus applicable fuel charges and taxes due from Customer pursuant to Section 6 (Customer Payments), shall begin on the Commercial Operation Date and shall be due and payable by Customer pursuant to the General Rules and Regulations for Electric Service.
5. **Equipment Maintenance; Alterations.** During the Term, Company shall provide maintenance to the applicable Equipment in accordance with generally accepted industry practices. Customer shall promptly notify Company when Customer has knowledge of any operational issues or damage related to the Equipment. Company shall inspect and repair Equipment that is not properly operating within the timelines agreed upon in the SOW. Company will invoice Customer for repairs that are the Customer's financial responsibility under Section 12(c), due and payable by Customer within thirty (30) days of the date of such invoice. The Customer shall not manually operate or test Equipment, move, modify, remove, adjust, alter or change in any material

ISSUED BY: Tiffany Cohen

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GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.79

Form 33 (Continued)

6. way the Equipment, or any part thereof, during the term of the Agreement, except in the event of an occurrence reasonably deemed by the Customer or Company to constitute a bona fide emergency. All replacements of, and alterations or additions to, the Equipment shall become part of the Equipment. In the event of a breach of this Section 5 by Customer, Company may, at its option and sole discretion, restore Equipment to its original condition at Customer's sole cost and expense.
7. **Customer Payments.**
- (a) **Fees.** The Customer's monthly Service payment shall be in the amount set forth in the SOW ("Monthly Service Payment"). Any monthly fuel charges specified in the SOW will be in addition to the Monthly Service Payment. Monthly fuel charges, if applicable, will be recalculated annually by Company in accordance with the Rider, and such recalculated monthly fuel charges shall be effective upon written notice to Customer. Applicable taxes will also be included in or added to the Monthly Service Payment and any fuel charges. In the event that Company agrees to a Customer's request to connect Equipment on the Company's side of the billing meter, energy provided by such Equipment will be billed under the Customer's otherwise applicable general service rate schedule.
- (b) **Late Payment.** Charges for Services due and rendered which are unpaid as of the past due date are subject to a Late Payment Charge of the greater of \$5.00 or 1.5% applied to any past due unpaid balance of all accounts, except the accounts of federal, state, and local governmental entities, agencies, and instrumentalities. A Late Payment Charge shall be applied to the accounts of federal, state, and local governmental entities, agencies, and instrumentalities at a rate no greater than allowed, and in a manner permitted, by applicable law. 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, Company may cease to supply Service under this Agreement until the Customer has paid the bills due. It is understood, however, that discontinuance of Service pursuant to the proceeding sentence shall not constitute a breach of this Agreement by Company, nor shall it relieve the Customer of the obligation to comply with all payment obligations under this Agreement.
8. **Customer Credit Requirements.** At the discretion of the Company and subject to the confidentiality obligations set forth in this Agreement, Company may request and Customer shall provide Company with the most recent financial statements of each of the Customer and/or its parent company and with such other documents, instruments, agreements and other writings to determine the creditworthiness of Customer. The Company may also use debt ratings provided by the major credit rating agencies or consult other credit rating services to determine Customer creditworthiness. In the reasonable discretion of Company to assure Customer payment of Monthly Service Payments, Company may request and Customer will be required to provide cash security, a surety bond or a bank letter of credit, in an amount as set forth in the SOW, prior to Company's procurement or installation of Equipment. Each Customer that provides a surety bond or a bank letter of credit must enter into the agreement(s) set forth in the Company's Electric Tariff for the surety bond and sheets of the Company's Electric Tariff for the bank letter of credit. Failure to provide the requested security in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Upon the end of the Term and after Company has received final payment for all bills, including any applicable Termination Fee pursuant to Section 13(a), for Service incurred under this Agreement, any cash security held by the Company under this Agreement will be refunded, and the obligors on any surety bond or letter of credit will be released from their obligations to the Company.
9. **Grant of Easement to Company.** Customer hereby grants Company an access easement to the Facility sufficient to allow Company, in Company's sole discretion, to (i) laydown and stage the Equipment, tools, materials, other equipment and rigging and to park construction crew vehicles in connection with the installation or removal of the Equipment, (ii) inspect and provide maintenance to the Equipment; or (iii) provide any other service contemplated or necessary to perform under this Agreement. Furthermore, if any event

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GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.80

Form 33 (Continued)

10. creates an imminent risk of damage or injury to the Equipment, any person or person's property, Customer grants Company immediate unlimited access to the Facility to take such action as Company deems appropriate to prevent such damage or injury (collectively "Access"). Upon execution of this Agreement and the Parties agreement to the Equipment location, Company shall obtain a legal description of the necessary Access locations and provide Customer with an applicable easement form for Customer's approval and signature. The Customer must also obtain and provide mortgage subordinations, as necessary to protect the Company's right of Access. Upon receiving the signed easement form and any associated mortgage subordinations, the Company shall record Company's easement rights in the public records of the County where the Facility is located. All such costs related thereto shall be included as part of calculating the Customer's Monthly Service Payment. Failure to provide the above requested documents in the manner set forth above within ninety (90) days of the date of this Agreement shall be a material breach of this Agreement unless such 90-day period is extended in writing by Company. Customer agrees that it will not interfere with Company's right of access to the Facility as reasonably necessary for (i) Company's laydown and installation of the Equipment, (ii) Company's maintenance and/or removal of Equipment, and (iii) Company's performance of the Service.
11. **Company Operation and Testing of Equipment.** The Company shall have the exclusive right to manually and/or remotely operate the Equipment, and, except as expressly provided in the SOW, has the right to manually and/or remotely operate the Equipment at all times it deems appropriate, including, but not limited to, for the purpose of testing the Equipment to verify that it will operate within required parameters.
12. **Customer Responsibilities.** Except for an agreed upon Change (as defined in the SOW), the Customer shall not modify its electrical system at the Facility in a manner that exceeds the capacity of the Equipment. Company shall be entitled to rely on the accuracy and completeness of any information provided by the Customer related to the Facility. The Customer shall be obligated, at its sole expense, to keep the Facility free and clear of anything that may (i) impair the maintenance or removal of Equipment, (ii) impair the Company's operation of the Equipment pursuant to Section 9, or (iii) cause damage to the Equipment.
13. **Permits and Regulatory Requirements.** Company shall be responsible for obtaining and for compliance with any license or permit required to be in Company's name to enable it to provide the Service. The Customer shall be responsible for obtaining and for compliance with any license, permits, and/or approvals from proper authorities required to be in Customer's name in order for the Customer to receive the Service. Each Party agrees to cooperate with the other Party and to assist the other Party in obtaining any required permits.
14. **Title and Risk of Loss.**
 - (a) **Title.** The Customer agrees that Equipment installed at the Facility is and will remain the sole property of Company unless and until such time as the Customer exercises any purchase option set forth in the Agreement and pays such applicable purchase price to Company. Company reserves the right to modify or upgrade Equipment as Company deems necessary, in its sole discretion, for the continued supply of the Service. Any modifications, upgrades, alterations, additions to the Equipment or replacement of the Equipment shall become part of the Equipment and shall be subject to the ownership provisions of this Section 12(a). The Parties agree that the Equipment is personal property of Company and not a fixture to the Facility and shall retain the legal status of personal property as defined under the applicable provisions of the Uniform Commercial Code. With respect to the Equipment, and to preserve the Company's title to, and rights in the Equipment, Company may file one or more precautionary UCC financing statements or fixture filings, as applicable, in such jurisdictions, as Company deems appropriate. Furthermore, the Parties agree that Company has the right to record notice of its ownership rights in the Equipment in the public records of the county of the Facility.
 - (b) **Liens.** Customer shall keep the Equipment free from any liens by third parties. Customer shall provide timely notice of Company's title and ownership of the Equipment to all persons that may come to have an interest in or lien upon the Facility.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.81

Form 33 (Continued)

- (c) Risk of Loss to Equipment (Customer Responsibility). **CUSTOMER SHALL BEAR ALL RISK OF LOSS OR DAMAGE OF ANY KIND WITH RESPECT TO ALL OR ANY PART OF THE EQUIPMENT LOCATED AT THE FACILITY TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY THE ACTIONS, NEGLIGENCE, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF CUSTOMER, ITS EMPLOYEES, CONTRACTORS, AGENTS, INVITEES AND/OR GUESTS, AND IN THE EVENT THAT THE EQUIPMENT IS DAMAGED BY A FORCE MAJEURE EVENT OR BY THIRD PARTY CRIMINAL ACTS OR TORTIOUS CONDUCT, THE CUSTOMER SHALL BE LIABLE TO THE EXTENT SUCH DAMAGES ARE RECOVERABLE UNDER THE CUSTOMER'S INSURANCE AS REQUIRED TO BE PROVIDED BY SECTION 18(b) OR UNDER ANY OTHER AVAILABLE INSURANCE OF CUSTOMER (COLLECTIVELY, A "CUSTOMER CASUALTY")**. Any proceeds provided by such insurance for loss or damage to the Equipment shall be promptly paid to Company.
- (d) Risk of Loss to Equipment (Company Responsibility). In the event the Equipment is damaged and is not a Customer Casualty, the Company will repair or replace the Equipment at Company's cost, or, in the event that Equipment is so severely damaged that substantial replacement is necessary, the Company may in its sole discretion either (i) terminate this Agreement for its convenience upon written notice to Customer, provided that Company will have the right to remove the Equipment at its cost within a reasonable period of time, and Customer will be obligated to pay any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer up to and through the date the Equipment was damaged, or (ii) replace the Equipment and adjust the Monthly Service Payments to reflect the new in-place cost of the Equipment less the in-place cost of the replaced Equipment. For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.

15. Expiration or Termination of Agreement.

- (a) Early Termination for Convenience by Customer. Subject to the obligation of Customer to pay Company the Termination Fee (as defined below), the Customer has the right to terminate this Agreement for its convenience upon written notice to Company at least one-hundred eighty (180) days prior to the effective date of termination. The "Termination Fee" will be an amount equal to (i) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (ii) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, plus (iii) the unrecovered capital costs of the Equipment less any salvage value of Equipment removed by Company, plus (iv) any removal cost of any Equipment, minus (v) any payment security amounts recovered by the Company under Section 7 (Customer Credit Requirements). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Company will invoice Customer the Termination Fee, due and payable by Customer within thirty (30) days of the date of such invoice. Company's invoice may include an estimated salvage value of Equipment removed by Company. Company retains the right to invoice Customer based upon actual salvage value within one-hundred eighty (180) days of the date of the Company's removal of Equipment.
- (b) Early Termination by Company for Convenience or by Company Due to Change in Law. The Company has the right to terminate this Agreement for its convenience upon written notice to Customer at least one-hundred eighty (180) days prior to the effective date of termination, or, in whole or in part, immediately upon written notice to Customer as a result of FPSC actions or change

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EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.82

Form 33 (Continued)

in applicable laws, rules, regulations, ordinances or applicable permits of any federal, state or local authority, or of any agency thereof, that have the effect of terminating, limiting or otherwise prohibiting Company's ability to provide the Service. Upon a termination for convenience by Company pursuant to this Section 13(b), Customer must choose to either: (i) Purchase the Equipment upon payment of (A) a transfer price mutually agreeable to Company and Customer, plus (B) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (C) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (D) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination, minus (E) any cash security held by the Company under this Agreement; or (ii) Request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If Customer and Company cannot reach agreement as to the transfer price of the Equipment within ninety (90) days of Company's notice of termination for convenience, Customer shall be deemed to have elected the request for Company to remove the Equipment.

- (c) **Early Termination of Agreement for Cause.** In addition to any other termination rights expressly set forth in this Agreement, Company and Customer, as applicable, may terminate this Agreement for cause upon any of the following events of default (each an "Event of Default"): (i) Customer fails to timely pay the Monthly Service Payment and fails to cure such deficiency within five (5) business days of written notice from the Company; (ii) Company materially breaches its obligations under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Customer; (iii) Customer fails to perform or observe any other covenant, term or condition under the Agreement and such failure is not cured within thirty (30) days after written notice thereof by Company; (iv) Subject to Section 20, Customer sells, transfers or otherwise disposes of the Facility; (v) Customer or any guarantor of Customer's obligations or liabilities hereunder ("Guarantor") sells, transfers or otherwise dispose of all or substantially all of its assets; (vi) Customer or Guarantor enters into any voluntary or involuntary bankruptcy or other insolvency or receivership proceeding, or makes an assignment for the benefit of creditors; (vii) any representation or warranty made by Customer or Guarantor or otherwise furnished to Company in connection with the Agreement shall prove at any time to have been untrue or misleading in any material respect; or (viii) Customer removes or allows a third party to remove, any portion of the Equipment from the Facility.
- i. Upon a termination for cause by Company, the Company shall have the right to access and remove the Equipment and Customer shall be responsible for paying the Termination Fee as more fully described in Section 13(a). For the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. Additionally, the Customer shall be liable to Company for any attorney's fees or other costs incurred in collection of the Termination Fee. In the event that Company and a purchaser of the Facility (who has not assumed the Agreement pursuant to Section 20) agree upon a purchase price of the Equipment, such purchase price shall be credited against the Termination Fee owed by Customer.
 - ii. Upon a termination for cause by Customer, Customer must choose to either (i) pursue the purchase option pursuant to Section 13(e), or (ii) request that Company remove the Equipment, at Company's sole cost, within a reasonable time period, and pay no Termination Fee; provided that, for the avoidance of doubt, Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election.
- (d) **Expiration of Agreement.** At least ninety (90) days prior to the end of the Term, Customer shall provide Company with written notice of an election of one of the three following options: (i) to renew the Term of this Agreement, subject to modifications to be agreed to by Company and the Customer, for a period and price to be agreed upon between Company and the Customer, (ii) to purchase the Equipment by payment of the purchase option price set forth in Section 13(e) plus applicable taxes, plus any outstanding Monthly Service Payments, fuel charges and applicable taxes, for Service provided to Customer prior to the expiration of the Term, or (iii) to request that Company

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No.7.83

Form 33 (Continued)

remove the Equipment and for Customer to pay Company the Termination Fee. In the event that Customer fails to make a timely election, Customer shall be deemed to have elected the request for Company to remove the Equipment and for Customer to pay the Termination Fee. For the avoidance of doubt,

Company has the right, but not the obligation, to access and remove any and all Equipment, at its sole discretion. Title to Equipment that Company elects not to remove shall transfer to Customer upon written notice by Company to Customer of such an election. If options (i) or (ii) is selected by Customer but the Parties have failed to reach agreement as to the terms of the applicable option by the expiration of the then current Term, the Agreement will auto-renew on a month-to-month basis until (A) the date on which the Parties reach agreement and finalize the option, or (B) the date Customer provides written notice to Company to change its election to option (iii) above.

- (e) **Customer Purchase Option.** Pursuant to a purchase option under Section 13(c), Section 13(d), or Section 20, the Customer may elect to purchase and take title to the Equipment upon payment of (i) the greater of (A) Company's unrecovered capital cost of the Equipment, or (B) the mutually agreed upon fair market value of the Equipment, plus (ii) Company's cost to reconfigure the Equipment to accept standard electric service from the Company, plus (iii) any outstanding Monthly Service Payments, fuel charges and applicable taxes for Service provided to Customer prior to the effective date of termination, plus (iv) any unrecovered fuel and maintenance costs expended by Company prior to the effective date of termination; minus (v) any cash security held by the Company under this Agreement. Company will invoice Customer the purchase option price within thirty (30) days of Customer's election of the purchase option, due and payable by Customer within thirty (30) days of the date of such invoice. If Customer and Company cannot reach agreement as to the fair market value of the Equipment within thirty (30) days of Customer's election of the purchase option, then such purchase option will expire and Customer must proceed subject to and pay the Termination Fee pursuant to Section 13(a).
- (f) **Termination of Easements.** Following expiration or termination of this Agreement and satisfaction of all Customer obligations under this Section 13, Company shall provide Customer with a release of Easements in a form mutually agreed upon between the Parties.

16. Warranty and Representations.

- (a) **Company's Disclaimer of Express and/or Implied Warranties. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE COMPANY'S OBLIGATIONS, SERVICES AND/OR THE EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT THERE IS NO WARRANTY IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY OF CUSTOM OR USAGE. CUSTOMER FURTHER ACKNOWLEDGES IN NO EVENT DOES COMPANY WARRANT AND/OR GUARANTY TO THE CUSTOMER THAT THE ELECTRICAL SERVICES TO THE FACILITY WILL BE UNINTERRUPTED OR THAT THE INSTALLATION OF THE EQUIPMENT AND PROVISION OF SERVICES PROVIDED HEREUNDER WILL AVERT OR PREVENT THE INTERRUPTION OF ELECTRIC SERVICES.**
- (b) **Customer Representations and Warranties.** The Customer represents and warrants that (i) the Facility at which Company's Equipment is to be located is suitable for the location of such Equipment; (ii) the placing of such Equipment at such Facility will comply with all laws, rules, regulations, ordinances, zoning requirements or any other federal, state and local governmental requirements applicable to Customer; (iii) all information provided by the Customer related to the Facility is accurate and complete; (iv) Customer holds title to the real property on which the Facility is located or has the right of possession of the real property on which the Facility is located for the Term; and (v) Customer has the right to grant Company easement rights related to the real property on which the Facility is located, or has the right to require the owner of the real property on which the Facility is located to grant Company such easement rights.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.84

Form 33 (Continued)

17. LIMITATIONS OF LIABILITY.

- (a) IT IS UNDERSTOOD AND ACKNOWLEDGED BY CUSTOMER THAT COMPANY IS NOT AN INSURER OF LOSSES OR DAMAGES THAT MIGHT ARISE OR RESULT FROM THE EQUIPMENT NOT OPERATING AS EXPECTED. BY SIGNING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER FOR COMPLETE OR PARTIAL INTERRUPTION OF SERVICE, OR FLUCTUATION IN VOLTAGE, RESULTING FROM CAUSES BEYOND ITS CONTROL OR THROUGH THE ORDINARY NEGLIGENCE OF ITS EMPLOYEES, SERVANTS OR AGENTS.
- (b) SUBJECT TO SECTION 15(c), NEITHER COMPANY NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, SPECIAL, EXEMPLARY, INDIRECT OR INCIDENTAL LOSSES OR PUNITIVE DAMAGES UNDER THE AGREEMENT, INCLUDING LOSS OF USE, COST OF CAPITAL, LOSS OF GOODWILL, LOST REVENUES OR LOSS OF PROFIT, AND COMPANY AND CUSTOMER EACH HEREBY RELEASES THE OTHER FROM ANY SUCH LIABILITY.
- (c) THE LIMITATIONS OF LIABILITY UNDER SECTION 15(a) AND SECTION 15(b) ABOVE SHALL NOT BE CONSTRUED TO LIMIT ANY INDEMNITY OR DEFENSE OBLIGATION OF CUSTOMER UNDER SECTION 18(c).

Customer's initials below indicate that Customer has read, understood and voluntarily accepted the terms and provisions set forth in Section 15.

Agreed and accepted by Customer: _____ (Initials)

18. Force Majeure. Force Majeure is defined as an event or circumstance that is not reasonably foreseeable, is beyond the reasonable control of and is not caused by the negligence or lack of due diligence of the affected Party or its contractors or suppliers. Such events or circumstances may include, but are not limited to, actions or inactions of civil or military authority (including courts and governmental or administrative agencies), acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes or difficulties (not caused by the failure of the affected Party to comply with the terms of a collective bargaining agreement). If a Party is prevented or delayed in the performance of any such obligation by a Force Majeure event, such Party shall provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. The Party so affected by a Force Majeure event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. Provided that the requirements of this Section 16 are satisfied by the affected Party, to the extent that performance of any obligation(s) is prevented or delayed by a Force Majeure event, the obligation(s) of the affected Party that is obstructed or delayed shall be extended by the time period equal to the duration of the Force Majeure event. Notwithstanding the foregoing, the occurrence of a Force Majeure event shall not relieve Customer of payment obligations under this Agreement.
19. Confidentiality. "Confidential Information" shall mean all nonpublic information, regardless of the form in which it is communicated or maintained (whether oral, written, electronic or visual) and whether prepared by a disclosing Party or otherwise ("Disclosing Party"), which is disclosed to a receiving Party ("Receiving Party"). Confidential Information shall not be used for any purpose other than for purposes of this Agreement. The Receiving Party shall use the same degree of care to protect the Confidential Information as the Receiving Party employs to protect its own information of like importance, but in no event less than a reasonable degree of care based on industry standard. Except to the extent required by applicable law, Customer shall not make any public statements that reference the name of Company or its affiliates without the prior written consent of Company.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No.7.85

Form 33 (Continued)

20. Insurance and Indemnity.

(a) Insurance to Be Maintained by the Company.

- i. At any time that the Company is performing Services under this Agreement at the Customer Facility, the Company shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee.
- ii. Upon the request of Customer, the Company shall provide the Customer with insurance certificates which provide evidence of the insurance coverage under this Agreement.
- iii. Notwithstanding any other requirement set forth in this Section 18(a), Company may meet the above required insurance coverage and limits with any combination of primary, excess, or self-insurance. In the event Company self-insures any of the above required coverages, Company will provide Customer with a letter of self-insurance upon written request by Customer.

(b) Insurance to Be Maintained by the Customer.

- i. The Customer, during and throughout the Term of this Agreement, shall, maintain, at its sole cost and expense, with insurer(s) rated "A-, VII" or higher by A.M. Best's Key Rating Guide, (i) commercial general liability policy with minimum limits of One Million (\$1,000,000.00) Dollars per occurrence for bodily injury or death and/or property damage, (ii) automobile liability policy with minimum limits of One Million (\$1,000,000.00) Dollars combined single limit for all owned, non-owned, leased and hired automobiles, (iii) umbrella liability policy with minimum limits of Two Million (\$2,000,000.00) Dollars per occurrence, and (iv) workers' compensation insurance coverage as mandated by the applicable laws of the State of Florida and Employers' Liability cover with limits of One Million (\$1,000,000.00) Dollars per accident, by disease and per policy and per employee. With respect to insurance required in (i), (ii), and (iii) above, Customer shall name Company as an additional insured and provide a waiver of subrogation in favor of Company.
- ii. In the event Customer is subject to Section 728.28 Florida Statute, Customer acknowledges, without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, that Customer is self-insured for general liability under Florida sovereign immunity statutes with coverage limits of Two Hundred Thousand (\$200,000.00) Dollars per person and Three Hundred Thousand (\$300,000.00) Dollars per occurrence, or such monetary waiver limits that may change and be set forth by the legislature. Customer shall also maintain workers' compensation insurance in accordance with Chapter 440, Florida Statute. Coverage shall also include Employers' Liability coverage with limits of One Million (\$1,000,000.00) Dollars per accident.

- (c) Indemnity. The Customer shall indemnify, hold harmless and defend Company from and against any and all liability, proceedings, suits, cost or expense for loss, damage or injury to persons or property ("Losses") to the extent arising out of, connected with, relating to or in any manner directly or indirectly connected with this Agreement; provided, that nothing herein shall require Customer to indemnify Company for Losses caused by Company's own negligence, gross negligence or willful misconduct. The provisions of this paragraph shall survive termination or expiration of this Agreement.

- 21. Non-Waiver.** The failure of either Party to insist upon the performance of any term or condition of this Agreement 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.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.86

Form 33 (Continued)

22. **Assignment.** Neither this Agreement, nor the Service, nor any duty, interest or rights hereunder shall be subcontracted, assigned, transferred, delegated or otherwise disposed of by Customer without Company's prior written approval. Customer will provide written notice to Company of a prospective sale of the real property upon which the Equipment is installed, at least thirty (30) days prior to the sale of such property. In the event of the sale of the real property upon which the Equipment is installed, subject to the obligations of this Agreement including Section 7 (Customer Credit Requirements), the Customer has the option to purchase the Equipment pursuant to Section 13(e) or, this Agreement may be assigned by the Customer to the purchaser if such obligations have been assumed by the purchaser and agreed to by the Customer and the Company in writing. This Agreement shall inure to the benefit of, and be binding upon the successors and assigns of the Customer and Company.
23. **Dispute Resolution, Governing Law, Venue and Waiver of Jury Trial.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, exclusive of conflicts of laws provisions. Each Party agrees not to commence or file any formal proceedings against the other Party related to any dispute under this Agreement for at least forty-five (45) days after notifying the other Party in writing of the dispute. A court of competent jurisdiction in the Circuit Court for Palm Beach County, Florida or the United States District Court for the Southern District 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 Agreement arising out of or related in any way to this Agreement, with such court having sole and exclusive jurisdiction over any such matters. EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS THAT MIGHT EXIST TO HAVE A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED UPON, RELATING TO, ARISING OUT OF, UNDER OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN), OR ACTIONS OF EITHER PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.
24. **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 Agreement.
25. **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
26. **Survival.** The obligations of the Parties hereunder which by their nature survive the termination or expiration of the Agreement and/or the completion of the Service hereunder, shall survive and inure to the benefit of the Parties. Those provisions of this Agreement which provide for the limitation of or protection against liability shall apply to the full extent permitted by law and shall survive termination or expiration of this Agreement and/or completion of the Service.
27. **Notices.** All notices, demands, offers or other written communications required or permitted to be given pursuant to this Agreement shall be in writing signed by the Party giving such notice and, shall be either hand-delivered, sent via certified mail, return receipt requested and postage prepaid, or sent via overnight courier to such Party's address as set forth in the first paragraph of this Agreement, and with respect to Company, sent to the attention of _____; Each Party shall have the right to change the place to which notices shall be sent or delivered or to specify additional addresses to which copies of notices may be sent, in either case by similar notice sent or delivered in like manner to the other Party.
28. **Further Assurances.** Company and Customer each agree to do such other and further acts and things, and to execute and deliver such additional instruments and documents, as either Party may reasonably request from time to time whether at or after the execution of this Agreement, in furtherance of the express provisions of this Agreement.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.87

Form 33 (Continued)

29. **Governmental Entities.** For those Customers which are a governmental entity of the State of Florida or political subdivision thereof ("Governmental Entity"), to the extent the Governmental Entity is legally barred by Florida state or federal law from executing or agreeing to any provision of this Agreement, then such provision of this Agreement will be deemed modified to the extent necessary to make such provisions consistent with Florida state or federal law. The remainder of this Agreement shall not be affected thereby and will survive and be enforceable.
30. **Entire Agreement.** The Agreement constitutes the entire understanding between Company and the Customer relating to the subject matter hereof, superseding any prior or contemporaneous agreements, representations, warranties, promises or understandings between the Parties, whether oral, written or implied, regarding the subject matter hereof.

IN WITNESS WHEREOF, the Parties hereby caused this Agreement to be executed by their duly authorized representatives, effective as of the Effective Date.

Customer

Gulf Power Company

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

Date: _____

Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.88

**Existing Facility Economic Development Rider - EFEDR
Service Agreement
Form 34**

New Load established in General Service or Industrial space that has been vacant for more than six months:

CUSTOMER NAME_

ADDRESS_

TYPE OF BUSINESS_

The Customer hereto agrees as follows:

1. Establish service in a currently vacant building or other facility and create additional load of at least 350 kW of measured demand full-time jobs.
2. That the quantity of new or expanded load shall be _____ kW of Demand.
3. The nature of this new or expanded load is _____.
4. The general service/industrial space of the new load has been vacant for more than six months.
5. That the customer load will be served with existing facilities or that customer has paid, or agrees to pay, any contributions in aid of construction or guarantees for any additional facilities that may be required.
6. To initiate service under this Rider on _____, _____, and terminate service under this Rider on _____, _____. This shall constitute a period of five years.
7. To provide verification that the availability for this Rider is a significant factor in the Customer's location / expansion decision.
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 EFEDR and continue the schedule of the credits.
9. To provide verification that there is no affiliation with the prior occupant.

Signed: _____

Accepted by: _____

Title: _____

Date: _____

Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.89

**EASEMENT
Form 35**

[]

	EASEMENT (INDIVIDUAL) This Instrument Prepared By
Sec. _____, Twp _____, Rge ____ E ____	Name: _____
Parcel I.D. # _____ (Maintained by County Appraiser)	Co. Name: _____
	Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[Reserved for Circuit Court]

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.90

Form 35 Continued

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered in the presence of:

Print Name: _____
(Witness' Signature)

By _____

Print Name: _____
(Witness)

(Witness' Signature)

Print Address: _____

By: _____

Print Name: _____
(Witness)

Print Name: _____

Print Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____, who is (are) personally known to me or has (have) produced _____ as identification or by means of physical presence or online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.

Notary Public, State of Florida

Print Name of Notary Public

My Commission Expires: _____

Commission Number _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
 Original Sheet No. 7.91

Form 35 Continued

	UNDERGROUND EASEMENT (INDIVIDUAL) This Instrument Prepared By
Sec.____ , Twp____ , Rge____ E____	Name: _____
Parcel I.D. # _____ (Maintained by County Appraiser)	Co. Name: _____ _____
	Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[Reserved for Circuit Court]

See Exhibit "A" (Easement Area).

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. VII
Original Sheet No. 7.92

Form 35 Continued

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered in the presence of:

Print Name: _____ (Witness' Signature)	By _____
Print Name: _____ (Witness)	Print Address: _____
_____ (Witness' Signature)	By: _____
Print Name: _____ (Witness)	Print Name: _____
	Print Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____, who is (are) personally known to me or has (have) produced _____ as identification or by means of physical presence or online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.

Notary Public, State of Florida

Print Name of Notary Public

My Commission Expires: _____

Commission Number _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.93

Form 35 Continued

[]

	EASEMENT (BUSINESS) This Instrument Prepared By
Sec.____ , Twp____ , Rge____ E____	Name: _____
Parcel I.D. # _____ (Maintained by County Appraiser)	Co. Name: _____ _____
	Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

See Exhibit "A" ("Easement Area")

[Reserved for Circuit Court]

Together with the right to permit any other person, firm, or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.94

Form 35 Continued

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

Print Name _____
(Witness)

(Witness' Signature)

Print Name _____
(Witness)

By: _____

Print Name: _____

Print Address: _____

By: _____

Print Name: _____

Print Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____, who is (are) personally known to me or has (have) produced _____ as identification or by means of physical presence or online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.

NOTARY PUBLIC

My Commission Expires: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.95

Form 35 Continued

[]

	UNDERGROUND EASEMENT (BUSINESS) This Instrument Prepared By
Sec. ____ , Twp ____ , Rge ____ E ____	Name: _____
Parcel I.D. # _____ (Maintained by County Appraiser)	Co. Name: _____ _____
	Address: _____

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Gulf Power Company, its affiliates, licensees, agents, successors, and assigns ("Gulf"), a non- exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits, appurtenant equipment, and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described as follows:

[Reserved for Circuit Court]

See Exhibit "A" ("Easement Area")

Together with the right to permit any other person, firm, or corporation to attach or place wires to or within any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.96

Form 35 Continued

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, _____.

Signed, sealed and delivered in the presence of:

(Witness' Signature)

By: _____
Print Name: _____
Print Address: _____

Print Name: _____
(Witness)

By: _____
Print Name: _____

Print Name: _____
(Witness' Signature)

Print Address: _____

Print Name _____
(Witness)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____, and _____, who is (are) personally known to me or has (have) produced _____ as identification or by means of physical presence or online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, _____, by _____.

NOTARY PUBLIC
My Commission Expires: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.97

GULF POWER COMPANY

**FORM 36
BUSINESS INCENTIVE RIDER
Service Agreement (SBIR, MBIR & LBIR)**

CUSTOMER NAME

EMAIL

ADDRESS

TYPE OF BUSINESS

Type of Customer (check one)

<input type="checkbox"/> New	<input type="checkbox"/> Expansion
------------------------------	------------------------------------

Power Projections under the BIR

Anticipated Power Service Start Date						
	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Maximum Annual Demand (kW)						
Annual Load Factor (%)						

Employment and Capital Investment Projections under the BIR

Current Number of Full-time Employees (if expansion)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Full-time Employment (at end of each year)					
Projected Incremental Capital Investment					

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
Original Sheet No. 7.98

(Continued Form 36)

The Customer hereto agrees as follows:

1. To create _____ full-time jobs.
2. That the quantity of new or expanded load shall be _____ KW of Demand.
3. The nature of this new or expanded load is _____
4. To initiate service under this Rider on _____, and terminate service under this Rider on _____, _____. This shall constitute a period of five years.
5. In case of early termination, the Customer must pay Gulf Power Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.
6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
7. 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 and continue the schedule of credits.
8. That the amount of capital investment associated with this new or expanded facility shall at least include _____ within the first year of service.

Signed: _____

Accepted by: _____
GULF POWER COMPANY

Title: _____

Date: _____

Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
 Original Sheet No. 7.99

GULF POWER COMPANY

**FORM 36
 BUSINESS INCENTIVE RIDER
 Service Agreement (XLBIR)**

 CUSTOMER NAME

 EMAIL

 ADDRESS

 TYPE OF BUSINESS

Type of Customer (check one)

<input type="checkbox"/> New	<input type="checkbox"/> Expansion
------------------------------	------------------------------------

Power Projections under the BIR

Anticipated Power Service Start Date						
	Current	Year 1	Year 2	Year 3	Year 4	Year 5
Maximum Annual Demand (kW)						
Annual Load Factor (%)						
		Year 6	Year 7	Year 8	Year 9	Year 10
Maximum Annual Demand (kW)						
Annual Load Factor (%)						

Employment and Capital Investment Projections under the BIR

Current Number of Full-time Employees (if expansion)					
	Year 1	Year 2	Year 3	Year 4	Year 5
Full-time Employment (at end of each year)					
Projected Incremental Capital Investment					
	Year 6	Year 7	Year 8	Year 9	Year 10
Full-time Employment (at end of each year)					
Projected Incremental Capital Investment					

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section VII
(Continued Form 36)
Original Sheet No. 8.00

The Customer hereto agrees as follows:

1. To create _____ full-time jobs.
2. That the quantity of new or expanded load shall be _____ KW of Demand.
3. The nature of this new or expanded load is _____
4. To initiate service under this Rider on _____, and terminate service under this Rider on _____, _____. This shall constitute a period of five years.
5. In case of early termination, the Customer must pay Gulf Power Company the difference between the otherwise applicable rate and the payments made, up to that point in time, plus interest.
6. To provide verification that the availability for this Rider is a significant factor in the Customer's location/expansion decision.
7. 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 and continue the schedule of credits.
8. That the amount of capital investment associated with this new or expanded facility shall at least include within the first year of service.

Signed: _____

Accepted by: _____

GULF POWER
COMPANY

Title: _____

Date: _____

Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. IV
Original Sheet No. 8.01

**GULF POWER MEDICALLY ESSENTIAL SERVICE
Form 37
PART A: CUSTOMER APPLICATION**

Account No.: _____
Customer Name: _____
Service Address: _____
City, State, Zip: _____
Daytime Area Code & Telephone Nos.: () _____ - _____ and /or () _____
Name of Patient Using Equipment: _____ Patient's Physician: _____

I agree to Terms and Conditions

Customer Signature: _____ Date: _____
Patient/Guardian Signature: _____ Date: _____

PART B: PHYSICIAN'S CERTIFICATE

Physician's Name: _____ Physician's License #: _____

Physician's Address: _____

Physician's Area Code & Telephone Nos.: () _____ - _____ and/or () _____
_____ - _____

I, _____, duly licensed and authorized to practice medicine
in the _____
[Name of physician]

State of Florida, hereby certify that _____,
[Name of patient]
who resides at _____,
[Patient's place of residence]

is under my care, and/or has consulted with me within the past 12 months, and depends upon electric-powered equipment as follows that must be operated continuously or as circumstances require in order to avoid the loss of his/her life or serious medical complications.

The patient uses this equipment _____ hours within each twenty-four (24) hour period. The following medical condition is why, in my opinion, this patient needs the continuous or specified use of this equipment.

Physician's Signature: _____ Date: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. IV
Original Sheet No. 8.02

Form 37(Continued)

(Continued)

WARNING – PART B – PHYSICIAN'S CERTIFICATE: False certification of medically essential service by a physician is a violation of s. 458.331(1)(h) or s. 459.015(1)(i), Fla. Stat. and constitutes grounds for discipline, penalties and /or enforcement.

Return to Gulf Power at: _____ . This Notice of Exclusion From Disclosure will be effective upon Gulf's receipt of this properly completed Notice and will remain in effect until Gulf Power is advised by the customer in writing to discontinue this Notice of Exclusion From Disclosure, regardless of any transfer of service to a different service address and/or a different Gulf Account Number.

**GULF POWER MEDICALLY ESSENTIAL SERVICE
NOTICE OF EXCLUSION FROM DISCLOSURE**

Date: GULF Account No.: _____ Customer Name: _____
GULF Customer Number: _____
Service Address: _____
City, State, Zip: _____
Daytime Area Code & Telephone Nos.: () _____ - _____ and/or () _____ - _____
Name of Patient Using Equipment: _____
Patient's Physician: _____

I understand that Gulf may be requested to furnish customer names and service addresses of customers who are designated as Medically Essential Service customers, as provided in the Customer Application for Medically Essentially Service, to federal, state, or local governmental authorities whose duties or functions include emergency response or disaster relief or prevention, or private entities authorized by congressional charter to assist in disaster relief efforts. I hereby direct Gulf NOT TO DISCLOSE such information relative to the Gulf Customer Number specified above. I understand and agree that because of my directive to Gulf, such requesting agency(ies) will not have any information regarding the medically essential service designation for my electric service specified above unless and until it is specifically provided by me. If I wish to ensure that information regarding the medically essential service designation for this electric service is furnished to any such entity, I will contact the relevant authorities and provide the information myself. I agree to hold Gulf harmless from any claim based on or related to the lack of disclosure of my information including any personal injury or harm that may be a result of this lack of disclosure to such requesting entities for the purpose of emergency response or disaster relief or prevention.

Signature of Gulf Customer

Date_____, 20____

Signature of Patient or Guardian (if other than Customer)

Date_____, 20____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Original Sheet No. 8.03

Gulf Work Order No. _____

**PERFORMANCE GUARANTY AGREEMENT
FOR RESIDENTIAL SUBDIVISION DEVELOPMENT
Form 38**

This Agreement, made this _____ day of _____, 20____, by and between
_____ (Applicant), and Gulf Power Company (Gulf), a
corporation organized and existing under the laws of the State of Florida.

WITNESSETH:

Whereas, the Applicant has applied to Gulf for underground electric service distribution facilities to be installed on Applicant's property commonly known as _____ located in _____, Florida (the "Premises"); and (City/County) _____

Whereas, the Premises requires an extension of Gulf's present electric distribution system; and

Whereas, the number of transformers to be utilized and revenue expected to be derived from all or a portion of the extension within two years is uncertain; and

Whereas, Gulf requires a Performance Guaranty Agreement for Residential Subdivision Development (Performance Guaranty) to provide assurance to Gulf that appropriate revenue will be derived from the installation of new facilities so recovery of its costs is certain; and

Whereas, Applicant is agreeable to providing a Performance Guaranty.

Now, therefore, Gulf and Applicant in consideration of their mutual covenants and promises do hereby agree as follows:

ARTICLE I – DEFINITIONS

1.01 Installation of Service shall be defined as 1) the completed installation of service cable in conduit from Gulf's designated point of service to the electric meter enclosure, and 2) the receipt by Gulf of a certificate of occupancy/completion from the appropriate governmental authorities acknowledging that the Premises constructed by the Applicant is available for occupancy, such that Gulf may install and connect electric meters. Each service is associated to a specific transformer.

1.02 The date establishing installation of service to new customers shall be the date of receipt by Gulf of a certificate of occupancy/completion from the appropriate governmental authorities. A transformer shall be considered as "utilized" on the date of the second installation of service (excluding street lights) from that transformer.

1.03 The Expiration Date shall be defined as the date 5 years from the date Gulf determines it is first ready to render electric service to the extension.

ARTICLE II - DETERMINATION OF INITIAL PERFORMANCE GUARANTY AMOUNT

Applicant agrees to provide Gulf an initial Performance Guaranty to be determined by Gulf as follows:

2.01 Gulf will estimate the total cost of facilities to be installed on the Premises and deduct the amount of contribution paid by the Applicant pursuant to Gulf's Electric Tariff. The remaining amount will be prorated among the total number () of transformers required for service. Based upon Gulf's evaluation of Applicant's construction plans, construction schedule, and manner in which the subdivision is to be developed, a prorated amount for each transformer will be required for _____ transformers in all or part of the subdivision where service may, in the opinion of Gulf, not be connected within two years from the date Gulf is first ready to render electric service.

2.02 In accordance with the above, the initial Performance Guaranty amount required by Gulf prior to installing the requested line extension _____ shall be (\$_____).

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Original Sheet No. 8.04

**ARTICLE III - PAYMENT AND REFUND
Form 38 (Continue)**

3.01 The Applicant shall pay the above specified Performance Guaranty to Gulf to guarantee that the Applicant's development is completed so that all transformers to serve new customers are utilized. This amount may be paid in cash or secured by either a surety bond or irrevocable bank letter of credit in a form acceptable to Gulf.

3.02 This Performance Guaranty will be refunded without interest, if cash, or the required amount reduced, if secured by a surety bond or irrevocable bank letter of credit, no earlier than quarterly intervals on a prorata basis of _____ (\$ _____) for each utilized transformer and (\$ _____) for the final utilized transformer and shall commence with the first transformer utilized after the number of transformers previously utilized equals the number of transformers not contributing to the initial Performance Guaranty amount specified in Article II.

3.03 If the Performance Guaranty is secured by a surety bond or irrevocable bank letter of credit, the Applicant may provide either an amended or replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf at any time to reflect the reduced Performance Guaranty amount as provided for in Section 3.02. If, upon notice of cancellation or prior to expiration of a surety bond or irrevocable bank letter of credit, a replacement surety bond or irrevocable bank letter of credit in a form acceptable to Gulf or payment in cash is not provided by Applicant to Gulf, Gulf will require the third party issuing either of these guaranties to pay the full balance due in accordance with this Agreement in cash. Gulf will continue to refund the Performance Guaranty in accordance with Section 3.02 except such refund will be paid jointly to the Applicant and the designated third party having paid the Performance Guaranty amount. The check shall be provided to the Applicant with a copy to the third party.

3.04 Upon written consent from Gulf, the Applicant may replace the balance of any cash Performance Guaranty with a surety bond acceptable to Gulf. Upon receipt of such surety bond, GULF will refund the balance of the cash Performance Guaranty. If a third party has made payment to GULF pursuant to section 3.03, then any such refund will be paid jointly to the Applicant and the designated third party. The check shall be provided to the Applicant with a copy to the third party.

ARTICLE IV - FINAL SETTLEMENT

Any portion of the Performance Guaranty remaining unrefunded and not eligible for refund under the terms of this Agreement after the Expiration Date will be retained by GULF.

ARTICLE V - TITLE AND OWNERSHIP

Title to and complete ownership and control over said extensions shall at all times remain with Gulf and Gulf shall have the right to use the same for the purpose of serving other customers or Applicants.

ARTICLE VI - PROCEEDING WITH WORK

Gulf, upon execution of this Agreement by both parties and receipt of the required Performance Guaranty, will proceed with the extension work as described in the plans and specifications attached as EXHIBIT A, and all work done and materials used shall conform to the methods and practices specified by GULF's engineers.

ARTICLE VII - ENTIRE AGREEMENT

This Agreement supersedes all previous agreements, or representations, either written or verbal, between GULF and Applicant, made with respect to the matters herein contained, and when duly executed, constitutes the entire agreement between the parties; provided however, that all terms and conditions contained in our Underground Residential Distribution Facilities Installation Agreement dated _____ relating to the installation of underground facilities shall be adhered to.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Original Sheet No. 8.05

**ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS
Form 38 (Continue)**

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate the date first above written.
Charges and Terms Accepted by:

Applicant (Print/Type Name of Organization)

GULF POWER COMPANY

By: _____
Signature (Authorized Representative)

By: _____
Signature (Authorized Representative)

(Print or Type Name)

(Print or Type Name)

Title: _____

Title: _____

ISSUED BY: Tiffany Cohen

EFFECTIVE:

~~SECTION VIII~~
~~Special Contracts and Agreements~~

~~Section No. VIII
Fourth Revised Sheet No. 8.0
Canceling Third Revised Sheet No. 8.0~~

PAGE	EFFECTIVE DATE
	March 29, 2019

~~Gulf does not presently have in place any special contracts for the sale of electricity.~~

~~ISSUED BY: Charles S. Boyett~~

SECTION IX

GULF POWER COMPANY

Section No. IX
Ninth Revised Sheet No. 9.1
Canceling Eighth Revised Sheet No. 9.1

INDEX TO SCHEDULES

<u>CLASSIFICATION</u>	<u>SHEET NO.</u>
Schedule COG-1 – Standard Rate For Purchase of As-Available Energy From Qualifying Cogeneration and Small Power Production Facilities (Qualifying Facilities)	9.2
RESERVED FOR FUTURE USE	9.8
Schedule COG-3- Payments for Purchases of Power from Qualifying Facilities during Generation Capacity Alerts	9.9
Form 12 – Application for Interconnection of Customer-Owned Generation	9.33
Standard Interconnection Agreement	9.35
Standard Interconnection Agreement for Customer-Owned Tier 1 Renewable Generation Systems (10 kW or less)	9.47
Standard Interconnection Agreement for Customer-Owned Tier 2 Renewable Generation Systems (Greater than 10 kW and Less than or Equal to 100kW)	9.56
Standard Interconnection Agreement for Customer-Owned Tier 3 Renewable Generation Systems (Greater than 100 kW and Less than or Equal to 2MW)	9.66
Schedule QS-2 - Standard Rate for Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility (100 kW or Less)	9.81
Standard Offer Contract For Purchase of Firm Capacity and Energy From a Renewable Energy Facility or Small Qualifying Facility	9.100
Standard Interconnection Agreement for Non-Export Parallel Operators 10 MVA Or Less	9.115

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Third Revised Sheet No. 9.2
Canceling Second Revised Sheet No. 9.2

**STANDARD RATE FOR PURCHASE OF AS-AVAILABLE ENERGY
FROM QUALIFYING COGENERATION AND
SMALL POWER PRODUCTION FACILITIES
(QUALIFYING FACILITIES)**

SCHEDULE

COG-1, As-Available Energy

AVAILABLE

The Company will purchase energy offered by any Qualifying Facility located within the State of Florida under the provisions of this schedule or at contract negotiated rates as approved by the Florida Public Service Commission.

APPLICABLE

To any cogeneration or small power production Qualifying Facility located within the State of Florida producing energy for sale to the Company on an As-Available basis. As-Available Energy is described by Florida Public Service Commission (FPSC) Rule 25-17.0825, F.A.C. and is energy produced and sold by a Qualifying Facility on an hour-by-hour basis for which contractual commitments as to the time, quantity, or reliability of delivery are not required.

CHARACTER OF SERVICE

Purchase shall be, at the option of the Company, single or three phase, 60 hertz, alternating current at any available standard Company voltage.

LIMITATION:

All service pursuant to this schedule is subject to FPSC Rules 25-17.082 through 25-17.091, F.A.C.

RATE FOR PURCHASES BY THE COMPANY

A. Capacity Rates

Capacity payments to Qualifying Facilities will not be paid under this Rate Schedule. Capacity payments to Qualifying Facilities may be obtained under Rate Schedule QS-2, Firm Capacity and Energy, or pursuant to a negotiated contract.

B. Energy Rates

As-Available Energy is purchased at a unit cost, in cents per kilowatt-hour, based on the Company's actual hourly avoided energy costs, before the sale of interchange energy, which is calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Customer charges directly attributable to the purchase of As-Available Energy from the Qualifying Facility are deducted from the Qualifying Facility's total monthly energy payment.

Avoided energy costs shall be all costs which the Company avoided due to the purchase of As-Available Energy, including incremental fuel, identifiable variable operation and maintenance expense and identifiable variable utility power purchases. Demonstrable Company administrative costs required to calculate As-Available Energy cost may be deducted from As-Available Energy payments. The calculation of the Company's As-Available Energy cost reflects the delivery of energy from the region of the Company in which the Qualifying Facility is located. Energy payments to Qualifying Facilities located outside the Company's service area shall reflect the region in which the interchange point for the delivery of As-Available Energy is located. All sales shall be adjusted for losses from the point of metering to the point of interconnection. Appendix A provides a description methodology to be used in the calculation of As-Available Energy cost.

C. Negotiated Rates

Upon agreement by both the Company and the Qualifying Facility, an alternate contract rate for the purchase of As-Available Energy may be separately negotiated.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Original Sheet No. 9.2.1

ESTIMATED AS-AVAILABLE AVOIDED ENERGY COST

FPL will provide its most recent non-binding estimate of future As-Available avoided cost projections within thirty days of a written request. In addition, As-Available Energy cost payments will include .0130¢/kWh for variable operation and maintenance expenses.

DELIVERY VOLTAGE ADJUSTMENT

The Company's actual hourly As-Available Energy costs shall be adjusted according to the delivery voltage by the following multipliers:

<u>Delivery Voltage</u>	<u>Adjustment Factor</u>
Transmission Voltage Delivery	1.0000
Primary Voltage Delivery	1.0110
Secondary Voltage Delivery	1.0325

PROJECTED ANNUAL GENERATION MIX AND FUEL PRICES

Gulf Power's projected annual generation mix may be found on Schedules 5, 6.1 and 6.2 in Gulf Power's Ten Year Site Plan.

METERING REQUIREMENTS

The Qualifying Facility shall be required to purchase from the Company the metering equipment necessary to measure its As-Available Energy deliveries to the Company. Unless special circumstances warrant, meters shall be read at monthly intervals on the approximate corresponding day of each meter reading period.

Hourly recording meters shall be required for Qualifying Facilities with an installed capacity of 100 kilowatts or more. Where the installed capacity is less than 100 kilowatts, the Qualifying Facility may select any one of the following options: (a) an hourly recording meter, (b) a dual kilowatt-hour register time-of-day meter, or (c) a standard kilowatt-hour meter.

For Qualifying Facilities with hourly recording meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the Company's actual As-Available Energy rate for each hour during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during that hour.

For Qualifying Facilities with dual kilowatt-hour register time-of-day meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rates for the on-peak and off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during each respective period.

For Qualifying Facilities with standard kilowatt-hour meters, monthly payments for As-Available Energy shall be calculated based on the product of: (1) the average of the Company's actual hourly As-Available Energy rate for the off-peak periods during the month; and (2) the quantity of As-Available Energy sold by the Qualifying Facility during the month.

For a time-of-day metered Qualifying Facility, the on-peak hours occur Monday through Friday except holidays, April 1 – October 31 from 12 noon EST to 9:00 P.M. EST and November 1 – March 31 from 6:00 A.M. EST to 10:00 A.M. EST and 6:00 P.M. EST to 10:00 P.M. EST. All hours not mentioned above and all hours of the holidays of New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day are off-peak hours.

BILLING OPTIONS

A Qualifying Facility, upon entering into a contract for the sale of firm capacity and energy or prior to delivery of As-Available Energy to the Company, may elect to make either simultaneous purchases from the Company and sales to the Company, or net sales to the Company. A decision on billing methods may only be changed: 1) when a Qualifying Facility selling As-Available Energy enters into a negotiated contract or Standard Offer Contract for the sale of firm capacity and energy; 2) when a firm capacity and energy contract expires or is lawfully terminated by either the Qualifying Facility or the Company; 3) when the Qualifying Facility is selling As-Available Energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene the provisions of Rule 25-17.0832 or any contract between the Qualifying Facility and the Company.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Original Sheet No. 9.2.2

If a Qualifying Facility elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days' advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the Qualifying Facility for such alteration(s).

Payments due a Qualifying Facility will be made monthly, and normally by the twentieth business day following the end of the billing period. A schedule showing the kilowatt-hours sold by the Qualifying Facility and the applicable As-Available Energy rates at which payments are being made shall accompany the payment to the Qualifying Facility.

CHARGES TO QUALIFYING FACILITY

A. Customer Charges

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

B. Interconnection Charge for Non-Variable Utility Expenses:

The Qualifying Facility shall bear the cost required for interconnection, including the metering. The Qualifying Facility shall have the option of (i) payment in full for the interconnection costs upon completion of the interconnection facilities (including the time value of money during the construction) and providing a surety bond, letter of credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection costs, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for the thirty (30) days highest grade commercial paper rate, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the Qualifying Facility.

C. Interconnection Charge for Variable Utility Expenses:

The Qualifying Facility shall be billed monthly for the cost of variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the Qualifying Facility if no sales to the Company were involved.

In lieu of payments for actual charges, the Qualifying Facility may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities necessary for the sale of energy to the Company. The applicable percentages are as follows:

<u>Equipment Type</u>	<u>Charge</u>
Metering Equipment	0.070%
Distribution Equipment	0.819%
Transmission Equipment	0.125%

D. Taxes and Assessments

The Qualifying Facility shall be billed monthly an amount equal to any taxes, assessments or other impositions, for which the Company is liable as a result of its purchases of As-Available Energy produced by the Qualifying Facility. In the event the Company receives a tax benefit as a result of its purchases of As-Available Energy produced by the Qualifying Facility, the Qualifying Facility shall be entitled to a refund in an amount equal to such benefit.

TERMS OF SERVICE

- (1) It shall be the Qualifying Facility's responsibility to inform the Company of any change in the Qualifying Facility's electric generation capability.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Original Sheet No. 9.2.3

- (2) Any electric service delivered by the Company to a Qualifying Facility in the Company's service territory shall be subject to the following terms and conditions:
 - (a) A Qualifying Facility shall be metered separately and billed under the applicable retail rate schedule, whose terms and conditions shall pertain.
 - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C. and the following:
 - i) In the first year of operation, the security deposit shall be based upon the singular month in which the Qualifying Facility's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the Qualifying Facility. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit shall be required upon interconnection.
 - ii) For each year thereafter, a review of the actual sales and purchases between the Qualifying Facility and the Company shall be conducted to determine the actual month of maximum difference. The security deposit shall be adjusted to equal twice the greatest amount by which the actual monthly purchases by the Qualifying Facility exceed the actual sales to the Company in that month.
 - (c) The Company shall specify the point of interconnection and voltage level.
 - (d) The Qualifying Facility must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the Qualifying Facility or its interconnection to the Company's facilities may require modifications to the Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

SPECIAL PROVISIONS

- (1) Negotiated contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.
- (2) For a Qualifying Facility inside or outside of the Company's service territory that wishes to contract with another electric utility which is directly or indirectly interconnected with the Company, the Company will, upon request, provide information on the availability and the terms and conditions of the specified desired transmission service for delivery of the Qualifying Facility's power to the purchasing utility or to an intermediate utility. Where wheeling power produced by a Qualifying Facility will impair the Company's ability to give adequate service to the rest of the Company's customers or place an undue burden on the Company, the Company may petition the FPSC for a waiver of this special provision no. 2. Where existing Company transmission capacity does exist, the Qualifying Facility shall be responsible for all costs associated with such transmission service including wheeling charges, line losses incurred by the Company; and inadvertent energy flows resulting from wheeling.
 - (a) The rates, terms and conditions for all of the Company's firm Transmission Service Arrangements are subject to the jurisdiction of Federal Energy Regulatory Commission ("FERC"). The Company will provide the Qualifying Facility, for informational purposes, copies of Transmission Service Agreements which have been previously accepted or approved by the FERC and which govern arrangements similar to the service being requested by the Qualifying Facility.
 - (b) Transmission service arrangements on an if, when and as-available (nonfirm) basis are also subject to the FERC's jurisdiction. Any such arrangement shall be by individualized contract and shall not otherwise interfere with the Company's ability to provide firm retail, firm wholesale and firm transmission service.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Original Sheet No. 9.2.4

APPENDIX A

**DESCRIPTION OF AS-AVAILABLE ENERGY
COST CALCULATION METHODOLOGY**

The Company uses a marginal production costing program to calculate As-Available Energy costs. Each hour, actual system data (dispatch fuel costs, system load, generating unit status, interchange schedules, etc.) are automatically provided to the program. The dispatch fuel costs used are based on the average price of replacement fuel purchased in excess of contract minimums in conformance with FPSC Order No. 19548. The program computes a production cost for the base case from these data by economically dispatching available units and available interchange schedules to the desired load level (excludes interchange sales). The program then computes the production cost for the appropriate As-Available Energy block size by redispatching the same energy sources to a higher level; the base case is increased by transmission losses (which reflect the difference in generation levels required to serve load from specific points in the power system). The difference in production costs is divided by the block size to determine the \$/MWh avoided cost. This cost is developed simultaneously for eight geographic areas in the power system. The area prices differs due to changes in transmission losses as the generation required to replace the As-Available Energy block size varies from one location to another.

The as-available block size is based on the average hourly delivery during the prior billing month from all Qualifying Facilities whose energy payments are based on the As-Available Energy cost.

Incremental generating unit operation and maintenance costs are computed annually, coincident with the filing of the October–March fuel factor, based on the methodology approved in FPSC Docket No. 860001-EI-E. The methodology determines the maximum \$/MWh cost for those generating unit cost components which can vary based upon changes in generation levels for units already on-line. Resulting rates are developed by linear regression based on actual data for the prior year, and statistically validated. Marginal operation and maintenance costs for any interchange energy that might be included in the As-Available Energy price are already included in the interchange energy cost.

During unique circumstances, manual adjustments are made to the prices computed by the program:

- a) When gas turbines are on line to serve the Company's load, the cost of the gas turbine energy replaces the calculated As-Available Energy cost. This is necessary when the gas turbines are in the manual mode (i.e., do not respond to system load changes) and therefore would not be included when the program redispatches generating sources.
- b) When internal transmission constraints require the use of higher cost resources within a specific geographic area, the calculated As-Available Energy cost is replaced by the higher cost (for those facilities inside the area whose output would reduce the use of the higher cost resources).
- c) When the delivery of Qualifying Facility output within a geographic area constrains the Company's ability to dispatch economic resources in the area, the calculated As-Available Energy price for the area is reduced to the cost of the resource constrained.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

RESERVED FOR FUTURE USE

GULF POWER COMPANY

Section IX
Fifth Revised Sheet No. 9.9
Canceling Fourth Revised Sheet No. 9.9

**PAYMENTS FOR PURCHASES OF POWER
FROM QUALIFYING FACILITIES
DURING GENERATION
CAPACITY ALERTS**

SCHEDULE

COG-3, Purchase of Power During Generation Capacity Alerts

AVAILABLE

Entire service area.

APPLICABLE

To any Qualifying Facility producing energy for sale to the Company on an As-Available basis.

LIMITATIONS

All purchases by the Company pursuant to this Schedule COG-3 are subject to FPSC Rules 25-17.080 through 25-17.087, F.A.C., inclusive, as currently in effect or as they may be amended by the FPSC from time to time.

DELIVERY INCENTIVE ADDER FOR SALES TO THE COMPANY

Payments by the Company to QFs for power provided to the Company hereunder shall be the sum of the following:

- (a) The amounts as described in Schedule COG-1, ENERGY RATES; plus
- (b) A Delivery Incentive Adder of \$2.71/MWh, subject to the conditions specified below.

Payments shall be made by the Company in accordance with Schedule COG-1 procedures.

CONDITIONS FOR DELIVERY INCENTIVE ADDER

The Company will pay the Delivery Incentive Adder identified above subject to the condition that the Company projects an impending Generation Capacity Alert, defined as a situation whereby the loss of the Company's largest generating unit then on line would cause the Company to purchase emergency power or, if unavailable, interrupt firm native load. The Company's Operating Representative will exercise all reasonable efforts to provide at least four (4) hours' advance notice to each participating QF's Operating Representative prior to the Generation Capacity Alert, and will advise QF's Operating Representatives of the hours of the Generation Capacity Alert. The Delivery Incentive Adder will be applicable and paid only during those hours when (i) the Company is in a Generation Capacity Alert, (ii) the QF's Operating Representative has, at the time of the Company's provision of notice, firmly committed to the Company all or a specified portion, in megawatts, of the QF's electrical output, and (iii) the QF actually delivers the committed output to the Company during the hours of the Generation Capacity Alert.

RESPONSIBILITIES FOR INSURANCE AND INDEMNIFICATION

The Company's and each participating QF's respective responsibilities for insurance and indemnification shall be as set forth in their interconnection agreement.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.33
Canceling First Revised Sheet No. 9.33

GULF POWER COMPANY
FORM 12
Application for Interconnection of Customer-Owned Generation

Customer Name _____ Date of Application _____

Service Address _____

Contact Person _____ Telephone No. _____

Contact Address _____

Type Generator _____

Expected Date of Operation _____

Operating Voltage _____ Net Output _____ KW

Phases: [] 1 [] 3

On behalf of the above named Customer, I hereby notice to Gulf Power Company ("Gulf Power", "Gulf") that Customer intends to construct facilities in order to operate electric equipment in parallel with Gulf Power on or after the date given above.

On behalf of Customer, I hereby acknowledge receipt of a copy of Part III of Chapter 25-17 of the Rules of the Florida Public Service Commission (Rules 25-17.080 through 25-17.091, Florida Administrative Code) and Gulf's Standard Interconnection Agreements (Gulf's Retail Tariff Sheets 7.35-7.40 and 9.35-9.40.)

I understand that Customer shall not operate electric generating equipment in parallel with Gulf's electric system without the prior written consent of Gulf Power. This application for interconnection shall be made by the Customer prior to the installation of any generation related equipment. This application shall be accompanied by the following:

- (a) Physical layout drawings, including dimensions;
- (b) All associated equipment specifications and characteristics including technical parameters, ratings, basic impulse levels, electrical main one-line diagrams, schematic diagrams, system protections, frequency, voltage, current and interconnection distance;
- (a) Functional and logic diagrams, control and meter diagrams, conductor sizes and length, and any other relevant data which be necessary to understand the proposed system and to be able to make a coordinated system;
- (b) Power requirements in watts and vars;
- (c) Expected radio-noise, harmonic generation and telephone interference factor;
- (d) Synchronizing methods; and
- (e) Operating/instruction manuals.

Page 1 of 2

ISSUED BY: D. L. McCrary

EFFECTIVE: October 15, 1991

GULF POWER COMPANY

Section IX
Third Revised Sheet No. 9.34
Canceling Second Revised Sheet No. 9.34

Any subsequent change in the system must also be submitted for review and written approval prior to actual modification. The above mentioned review, recommendations and approval by Gulf do not relieve the Customer from complete responsibility for the adequate engineering design, construction and operation of the Customer's equipment and for any liability for injuries to property or persons associated with any failure to perform in a proper and safe manner for any reason.

I understand that in order to interconnect with Gulf Power, Customer is required to bear all costs associated with the change-out, upgrading or addition of protective devices, transformers, lines, services, meters, switches, and associated equipment and devices beyond that which would be directly required to provide normal service to the Customer, if the Customer were a non-generating customer. These costs shall be paid by the Customer to Gulf for all material and labor that is required. Prior to any work being done by Gulf, Gulf shall supply the Customer with a written good faith cost estimate of all its required materials and labor and a good faith estimate of the date by which construction of the interconnection will be completed. This estimate shall be provided to the Customer within 60 days after the Customer supplies Gulf with its final electrical plans. Gulf shall also provide project timing and feasibility information to the Customer.

I understand that in order to obtain Gulf Power's written consent to operate electric generating equipment in parallel with Gulf's electric system, Customer must have complied with the standards for safety and interconnection set forth in Rule 25-17.087(6)-(9) F.A.C. (attached); and in the case of Distributed Resources of 10 MVA and less, must have complied with the provisions of IEEE 1547, have provided Gulf with a copy of Customer's filing with the Federal Energy Regulatory Commission of any and all necessary information required thereby; and have signed an Interconnection Agreement with Gulf Power.

Customer

By: _____
Its authorized representative

Accepted: _____
Representative of Gulf Power Company

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.35
Canceling First Revised Sheet No. 9.35

GULF POWER COMPANY
STANDARD INTERCONNECTION AGREEMENT

Gulf Power Company, hereinafter referred to as the Company", agrees to interconnect with _____ the "Customer" whose behalf the Application for Interconnection of Customer. Owned Generation (Gulf Power Company Form 12, Tariff Sheets 9.33-9.34) dated _____ was submitted, hereinafter referred to as the "QF" or "Distributed Resource,, subject to the following provisions:

1. Facility

The QF's or Distributed Resource's generating facility, hereinafter referred to as "Facility", is located at _____ within the Company's service territory. The QF or Distributed Resource intends to have its Facility installed and operational on or about _____. The QF or

Distributed Resource shall provide the Company reasonable prior notice of the Facility's initial operation, and it shall

cooperate with the Company to arrange initial deliveries of power to the Company's system.

Unless the generator is classified as a Distributed Resources of 10 MVA or less, the Facility has been or will be certified as a Qualifying Facility pursuant to the rules and regulations of the Florida Public Service Commission (FPSC) or the Federal Energy Regulatory Commission (FERC). The QF shall maintain the qualifying status of the Facility throughout the term of the interconnection and any associated contracts for either capacity or energy or both.

2. Construction Activities

The QF or Distributed Resource shall provide the Company with written instructions to proceed with construction of the interconnection facilities as described in this Agreement at least 24 months prior to the date on which the facilities shall be completed. The Company agrees to complete the interconnection facilities as described in this Agreement within 24 months of receipt of written instructions to proceed.

Upon the parties' agreement as to the appropriate interconnection design requirements, and receipt of written instructions to proceed from the QF or Distributed Resource, the Company shall design and perform or cause to be performed all of the work necessary to interconnect the Facility with the Company's system.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.36
Canceling First Revised Sheet No. 9.36

The QF or Distributed Resource agrees to pay the Company all expenses incurred by the Company to design, construct, operate, maintain and repair the interconnection facilities necessary for integration of the Facility into the Company's electrical system. Such interconnection costs shall not include any costs which the Company would otherwise incur if it were not engaged in interconnected operations with the QF or Distributed Resource but instead simply provided the electric power requirements of the Facility with electricity either generated by the Company or purchased from another source.

The QF or Distributed Resource agrees to pay the costs for complete interconnection work () within 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed or () payable in (up to 36) _____ monthly installments, plus interest on the outstanding balance calculated at the 30-day highest grade commercial paper rate in effect 30 days prior to the date each payment is due, with the first such installment payment being due 30 days after the Company notifies the QF or Distributed Resource that such interconnection work has been completed.

In the event the QF or Distributed Resource notifies the Company in writing to cease interconnection work before its completion, the QF shall be obligated to reimburse the Company in full for the interconnection costs incurred up to the date such notification is received.

3. Cost Estimates

Attached hereto as Exhibit A and incorporated herein by this reference, is a document entitled, "QF or Distributed Resource Interconnection Cost Estimates" prepared by the Company at the request of the QF or Distributed Resource pursuant the provisions of Rule 25-17.087(10) F.AC. and the Company's Form 12 "Application for Interconnection of Customer-Owned Generation" (Retail Tariff Sheets 9.33-9.34.) The parties agree that the cost of the interconnection work contained in Exhibit A is a good faith estimate of the actual cost to be incurred.

4. Technical Requirements and Operations

The parties agree that the QF's or Distributed Resource's interconnection with, and delivery of electricity into, the Company's system must be accomplished in accordance with the provisions in Rule 25-17.087(6)-(9) F.A.C., adopted by the FPSC in Order No. 23623, Docket No. 891049-EU. For a Distributed Resource that is 10 MVA or less in size, the generator's interconnection with the Company's system must also be accomplished in accordance with the provisions of the IEEE Standard 1547 for Interconnecting Distributed Resources with Electric Power Systems that is in effect at the time of construction. Prior to initial synchronization with the Company's system, the QF or Distributed Resource must obtain written consent from the Company to operate electric generating equipment in parallel with the Company's electric system.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.37
Canceling First Revised Sheet No. 9.37

The QF or Distributed Resource agrees to require that the Facility operator immediately notify the Company's System Dispatcher by telephone in the event hazardous or unsafe conditions associated with the parties' parallel operations are discovered. If such conditions are detected by the Company, then the Company will likewise immediately contact the operator of the Facility by telephone. Each party agrees to immediately take whatever appropriate corrective action is necessary to correct the hazardous or unsafe conditions.

To the extent the Company reasonably determines the same to be necessary to ensure the safe operation of the Facility or to protect the integrity of the Company's system, the QF or Distributed Resource agrees to reduce power generation or take other appropriate actions.

5. Interconnection Facilities

The interconnection facilities shall include the items listed in Exhibit B, which is made an integral part of this Agreement.

Interconnection facilities on the Company's side of the ownership line with the QF or Distributed Resource shall be owned, operated, and maintained by the Company. The QF or Distributed Resource shall be responsible for the cost of designing, installing, operating and maintaining the interconnection facilities on the QF's or Distributed Resource's side of the ownership line as indicated in Exhibit C. The QF shall be responsible for establishing and maintaining controlled access by third parties to the interconnection facilities.

6. Operation and Maintenance Payments

The Company will separately invoice the QF or Distributed Resource monthly for all costs associated with the operation, and maintenance of the interconnection facilities. The QF or Distributed Resource agrees to pay the company within 20 days of receipt of each such invoice.

7. Site Access

In order to help ensure the continuous, reliable and compatible operation of the Facility with the Company's system, the QF or Distributed Resource hereby grants to the Company for the period of interconnection the reasonable right of ingress and egress, consistent with the safe operation of the Facility, over property owned or controlled by the

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.38
Canceling First Revised Sheet No. 9.38

QF or Distributed Resource to the extent the Company deems such ingress and egress necessary in order to examine, test, calibrate, coordinate, operate, or maintain or repair any interconnection equipment involved in the parallel operation of the Facility and the Company's system, including the Company's metering equipment.

8. Construction Responsibility

In no event shall any Company statement, representation, or lack thereof, either expressed or implied, relieve the QF or Distributed Resource of its exclusive responsibility for the Facility. Specifically, any Company inspection of the Facility shall not be construed neither as confirming or endorsing the Facility's design or its operation or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the Facility's equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any Facility equipment or procedure.

9. Insurance

The QF or Distributed Resource agrees to indemnify and save harmless the Company, its subsidiaries or affiliates, and their respective employees, officers, and directors, against any and all liability, loss, damage, cost or expense which the Company, its subsidiaries, affiliates, and their respective employees, officers, and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the QF or Distributed Resource in performing its obligations pursuant to this Agreement or the QF's or Distributed Resources' failure to abide by the provision of this Agreement. The Company agrees to indemnify and save harmless the QF or Distributed Resource against any and all liability, loss, damage, cost or expense which the QF or Distributed Resource may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company in performing its obligation pursuant to this Agreement or the Company's failure to abide by the provisions of this Agreement. The QF or Distributed Resource agrees to include the Company as an additional named insured in any liability insurance policy or policies the QF or Distributed Resource obtains to protect the QF's or Distributed Resource's interests with respect to the QF's or Distributed Resource's indemnity and hold harmless assurances to parties contained in this Section.

Governmental entities authorized under Florida or federal law to be self-insured, in lieu of providing evidence of commercial insurance, have the option of providing to the Company evidence that the applicant has established an adequate self-insurance plan to cover any obligations of indemnification; and/or such other information as the Company may deem necessary and relevant. Notwithstanding anything to the contrary in the Company's tariff, any obligation of indemnification therein required of a Customer, Applicant, Distributed Resource, or QF, that is a governmental entity of the State of Florida or political subdivision thereof, shall be read to include the condition "to the extent permitted by applicable law."

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section IX
First Revised Sheet No. 9.39
Canceling Original Sheet No. 9.39

The QF or Distributed Resource shall deliver to the Company at least fifteen days prior to the start of any interconnection work, a certificate of insurance certifying the QF's or Distributed Resource's coverage under a liability insurance policy issue by a reputable insurance company authorized to do business in the State of Florida, protecting and indemnifying the QF or Distributed Resource, and the Company as an additional named insured, their officers, employees, and representatives, against all liability and expense on account of claims and suits for injuries or damages to persons or property arising out of the interconnection to the QF or Distributed Resource, or caused by operation of any of the QF's or Distributed Resource's equipment or by the QF's or Distributed Resource's failure to maintain the Facility's equipment in satisfactory and safe operating conditions, or otherwise arising out of the performance by the QF or Distributed Resource of the duties and obligations arising under the terms and conditions of this Agreement.

The policy providing such coverage shall provide comprehensive general liability insurance, including property damage, with limits in an amount not less than \$1,000,000 for each occurrence. In addition, the above required policy shall be endorsed with a provision whereby the insurance company will notify the Company within thirty days prior to the effective date of cancellation or a material change in the policy. The QF or Distributed Resource shall pay all premiums and other charges required or due in order to maintain such coverage as required under this section in force during the entire period of interconnection with the Company.

10. Electric Service to the QF or Distributed Resource

The Company will provide the class or classes of electric service requested by the QF or Distributed Resource, to the extent that they are consistent with applicable tariffs, provided, however, that interruptible service will not be available under circumstances where interruptions would impair the QF's or Distributed Resource's ability to generate and deliver electricity to the Company.

ISSUED BY: Susan N. Story

EFFECTIVE: December 20, 2006

GULF POWER COMPANY

Section IX
Second Revised Sheet No. 9.40
Canceling First Revised Sheet No. 9.40

11. Notification

For purpose of making emergency or any communications relating to the operation of the Facility, under the provisions of this Agreement, the parties designate the following people for notification:

For Gulf:

Phone: _____

For QF or Distributed Resource:

Phone: _____

IN WITNESS WHEREOF, the QF or Distributed Resource and the Company executed this Agreement this _____

OF or Distributed Resource

By: _____
(Signature)

(Print or Type Name)

Title: _____

GULF POWER COMPANY

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

ISSUED BY: Mark Crosswhite

EFFECTIVE: April 11, 2012

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.47
Canceling Third Revised Sheet No. 9.47

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 1 RENEWABLE GENERATION SYSTEMS (10 kW or less)

PAGE 1 of 9	EFFECTIVE DATE March 29, 2019
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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

- a. To qualify for expedited interconnection as a Tier 1 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
- i. Does not exceed 90% of the Customer's utility distribution service rating; and
 - ii. is 10kW or less.

The Facility's Gross Power Rating is _____.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
- i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
 - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.48
Canceling Third Revised Sheet No. 9.48

PAGE 2 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 1, Sheet No. 9.47)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.49
Canceling Third Revised Sheet No. 9.49

PAGE 3 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 1, Sheet No. 9.48)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch, if available, or disconnect the meter.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.50
Canceling Third Revised Sheet No. 9.50

PAGE 4 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 1, Sheet No. 9.49)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 2 or Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for the applicable Tier. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fifth Revised Sheet No. 9.51
Canceling Fourth Revised Sheet No. 9.51

PAGE	EFFECTIVE DATE
5 of 9	

(Continued from Tier 1, Sheet No. 9.50)

8. **Customer Insurance**

As a Tier 1 generator, the Customer is not required by law to obtain general liability insurance for damage to persons or property resulting from the operation of the Facility. Nevertheless, the Company strongly recommends that the Customer obtain a general liability insurance rider for personal and property damage in an amount of no less than \$100,000 per occurrence.

9. **Manual Disconnect Switch**

- a. U.L.1741 Listed, inverter-based Tier 1 customer-owned renewable generation systems, by law, do not require a customer-installed manual disconnect switch. However, the Company strongly recommends installation of such a disconnect switch.
- b. For other customer-owned Tier 1 renewable generation systems that are not U.L.1741 inverter based, the Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company; and/or
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.52
Canceling Third Revised Sheet No. 9.52

PAGE 6 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 1, Sheet No. 9.51)

11. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

12. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

13. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The documents required to be submitted in connection with the Interconnection Application shall, at a minimum, include technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).
- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself, a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement, technical

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.53
Canceling Third Revised Sheet No. 9.53

PAGE 7 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 1, Sheet No. 9.52)

design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.

- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

14. Change in Facility Ownership

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

15. Retail Purchase of Electricity

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.54
Canceling Second Revised Sheet No. 9.54

PAGE 8 of 9	EFFECTIVE DATE March 29, 2019
------------------------------	--

(Continued from Tier 1, Sheet No. 9.53)

Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

16. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

17. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

18. **Incorporation of Company Tariff**

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 herein by reference.

19. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

20. **Entire Agreement**

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.

21. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.55
Canceling Third Revised Sheet 9.55

PAGE 9 of 9	EFFECTIVE DATE March 29, 2019
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(Continued from Schedule Tier 1, Sheet No. 9.54)

22. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: _____

For the Customer: _____

GULF POWER COMPANY

By: _____
(Signature)

(Print or Type Name)
Title: _____
Date: _____

CUSTOMER

By: _____
(Signature)

(Print or Type Name)
Title: _____
Date: _____

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.56
Canceling Second Revised Sheet No. 9.56

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 2 RENEWABLE GENERATION SYSTEMS (Greater than 10 kW and Less than or Equal to 100 kW)

PAGE 1 of 10	EFFECTIVE DATE March 29, 2019
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Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

- a. To qualify for expedited interconnection as a Tier 2 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
 - i. Does not exceed 90% of the Customer's utility distribution service rating; and
 - ii. is greater than 10 kW and less than or equal to 100 kW.

The Facility's Gross Power Rating is _____.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
 - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
 - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.57
Canceling Second Revised Sheet No. 9.57

PAGE	EFFECTIVE DATE
2 of 10	March 29, 2019

(Continued from Tier 2, Sheet No. 9.56)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.58
Canceling Second Revised Sheet No. 9.58

PAGE 3 of 10	EFFECTIVE DATE March 29, 2019
-------------------------------	--

(Continued from Tier 2, Sheet No. 9.57)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the Customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.59
Canceling Second Revised Sheet No. 9.59

PAGE 4 of 10	EFFECTIVE DATE March 29, 2019
-------------------------------	--

(Continued from Tier 2, Sheet No. 9.58)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If an increase in the Facility's Gross Power Rating causes the Facility to fall under Tier 3, as defined by Rule 25-6.065(4)(a), this Agreement shall terminate and the Customer shall be required to execute and comply with the requirements set forth in the Standard Interconnection Agreement for Tier 3 customers. Upon termination, this Agreement shall be without force and effect and shall be superseded by the terms of the new Standard Interconnection Agreement for the applicable Tier.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.60
Canceling Second Revised Sheet No. 9.60

PAGE 5 of 10	EFFECTIVE DATE March 29, 2019
-------------------------------	--

(Continued from Tier 2, Sheet No. 9.59)

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than one million dollars (\$1,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum, leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.61
Canceling Second Revised Sheet No. 9.61

PAGE 6 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 2, Sheet No. 9.60)

11. **Standard Application Fee**

The Customer shall pay the Company a one-time non-refundable application fee of \$477.

12. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application, the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the Interconnection Application shall, at a minimum, include the application fee; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement. If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.62
Canceling Third Revised Sheet No. 9.62

PAGE 7 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 2, Sheet No. 9.61)

- b. The Company will execute this Standard Interconnection Agreement within thirty (30) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt of the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.63
Canceling Third Revised Sheet No. 9.63

PAGE 8 of 10	EFFECTIVE DATE March 29, 2019
-----------------	----------------------------------

(Continued from Tier 2, Sheet No. 9.62)

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.64
Canceling Third Revised Sheet No. 9.64

PAGE 9 of 10	EFFECTIVE DATE March 29, 2019
-------------------------------	--

(Continued from Tier 2, Sheet No. 9.63)

21. **Entire Agreement**

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.

22. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.65
Canceling Third Revised Sheet No. 9.65

PAGE 10 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 2, Sheet No. 9.64)

23. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: _____

For the Customer: _____

GULF POWER COMPANY

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

CUSTOMER

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.66
Canceling Second Revised Sheet No. 9.66

STANDARD INTERCONNECTION AGREEMENT FOR CUSTOMER-OWNED TIER 3 RENEWABLE GENERATION SYSTEMS (Greater than 100 kW and Less than or Equal to 2 MW)

PAGE	EFFECTIVE DATE
1 of 10	March 29, 2019

Gulf Power Company, hereinafter referred to as "the Company", agrees to interconnect with the Customer-Owned Renewable Generation system ("the Facility") as defined under Rule 25-6.065, F.A.C. located on the premises of _____, the "Customer," under the terms and conditions of this Standard Interconnection Agreement as approved by the Florida Public Service Commission pursuant to Rule 25-6.065(3), F.A.C.

1. Facility Requirements

The Customer's Facility is located at _____, within the Company's service area. The Customer intends to have its Facility installed and operational on or about _____.

- a. To qualify for expedited interconnection as a Tier 3 generator pursuant to Rule 25-6.065, the Facility must have a Gross Power Rating, as defined by Rule 25-6.065(2)(b), that:
 - i. Does not exceed 90% of the Customer's utility distribution service rating; and
 - ii. is greater than 100 kW and less than or equal to 2 MW.

The Facility's Gross Power Rating is _____.

- b. The Facility shall be considered certified for interconnected operation if it has been submitted by the 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 following codes and standards, as applicable:
 - i. IEEE 1547 (2003) Standard for Interconnecting Distributed Resources with Electric Power Systems;
 - ii. IEEE 1547.1 (2005) Standard Conformance Test Procedures for Equipment Interconnecting Distributed Resources with Electric Power Systems; and

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.67
Canceling Third Revised Sheet No. 9.67

PAGE 2 of 10	EFFECTIVE DATE March 29, 2019
-----------------	----------------------------------

(Continued from Tier 3, Sheet No. 9.66)

- iii. UL 1741 (2005) Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources.
- c. If the Facility does not comply with Section 1(a)-(b), additional design review, testing and/or equipment may be required by the Company. The Customer shall be responsible for the costs of such additional design review, testing and/or equipment.
- d. The Facility shall include a utility-interactive inverter, or other device that performs the function of automatically isolating the Facility from the Company's electric system in the event the Company's electric system loses power. The inverter shall be considered certified for interconnected operation if it has been submitted by the manufacturer to a nationally recognized testing laboratory to comply with UL 1741.

2. **Interconnection Application**

In order to commence the process for interconnection of the Facility, the Customer shall complete and submit to the Company a Standard Interconnection Application (a downloadable copy of which is located on the Company's website, www.gulfpower.com). Upon the Customer's request, the Company will provide a hard copy of the Standard Interconnection Application to the Customer within five (5) business days of the Customer's request.

3. **Construction Codes and Standards**

Prior to and during the operation of the Facility in parallel with the Company's electric system, the Customer is responsible for ensuring that the Facility achieves and maintains compliance with all applicable city, county, state, and federal construction codes and standards.

4. **Inspection Requirements**

- a. Prior to operating in parallel with the Company's electric system, the Customer must have the Facility inspected and approved by local code officials to ensure compliance with all applicable local codes. The Customer shall provide a copy of the inspection report of the local code enforcement agency indicating compliance with this section 4(a) with the Customer's Interconnection Application.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.68
Canceling Third Revised Sheet No. 9.68

PAGE 3 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.67)

- b. Prior to and after allowing the Customer's Facility to operate in parallel with the Company's electric system, authorized Company representatives may inspect the Facility to verify that the Facility is and continues to be in compliance with the standards contained in this Agreement. At least ten (10) business days prior to initially placing the Facility in service, the Customer shall provide written notification to the Company advising the Company of the date and time at which the Customer intends to place the Facility in service, and the Company shall have the right to have personnel present on the in-service date in order to ensure compliance with the requirements of this Agreement and Rule 25-6.065. System inspections shall include, but not be limited to; (i) any installed manual disconnect switch, as applicable; (ii) the Company's metering equipment; (iii) any additional metering equipment installed by the Customer; (iv) the Customer utility-interactive inverter, or similar protective device; and (v) Customer documentation.
- c. The Company will provide the Customer with as much notice as reasonably practicable; either in writing, e-mail, facsimile or by phone as to when the Company may conduct inspection 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. In the event that emergency access is required and no prior notice is given to the Customer, the Company will, at a minimum, leave a door hanger at the premises notifying the customer of the inspection and the reasons for the inspection. At any time without notice in the event of an emergency or hazardous condition, the Company shall have access to the Customer's premises to operate the manual disconnect switch.
- d. Any inspection or observation by the Company shall not be deemed to be or construed as any representation, assurance, guarantee, or warranty by the Company of the safety, durability, suitability, or reliability of the Facility.
- e. In no way does the foregoing inspection provision limit the Company's rights under Section IV, Part 1.12 of the Company's Tariff for Retail Electric Service, to access, test, install, maintain, inspect, repair or remove company-owned property located on the Customer's premises.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.69
Canceling Third Revised Sheet 9.69

PAGE 4 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.68)

5. **Modifications/Additions to the Facility**

- a. If the Facility is modified in order to increase its Gross Power Rating, the Customer must notify the Company by submitting a new Interconnection Application specifying the modifications at least thirty (30) days prior to making the modifications. If Facility's Gross Power Rating is increased beyond 2 MW, this Agreement shall terminate and the interconnection will be addressed by a separate process not covered under the Tier 1, Tier 2 or Tier 3 agreements.
- b. If the Customer adds another customer-owned renewable generation system which (i) utilizes the same utility-interactive inverter for both systems; or (ii) utilizes a separate utility-interactive inverter for each system, then the Customer shall provide the Company with thirty (30) days written notice of the addition.

6. **Responsibility for Facility Components**

The Customer is responsible for protecting the Facility equipment, including the generating equipment, inverters, protective devices, and other system components from damage from the normal and abnormal conditions and operations that occur on the Company's system in delivering and restoring power; and is responsible for ensuring that the Facility equipment is inspected, maintained and tested in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.

7. **Indemnity for Loss to Third Parties**

- a. The Customer hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Customer or its subcontractors, agents, or employees, to indemnify and hold the Company and its officers, directors, agents, servants and employees harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Facility.
- b. The Company hereby agrees, to the proportionate extent caused or contributed to by the negligence of the Company or its subcontractors, agents, or employees, to indemnify and hold the Customer harmless from any and all claims, damages, costs (including attorneys' fees and court costs), suits, or actions of third parties resulting from, arising out of, related to, or in any way associated or connected with the operation of the Company's utility system.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Third Revised Sheet No. 9.70
Canceling Second Revised Sheet No. 9.70

PAGE 5 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.69)

8. **Customer Insurance**

The Customer shall acquire and maintain in force general liability insurance in an amount of no less than two million dollars (\$2,000,000) per occurrence for damage to persons or property resulting from operation of the Facility. The Customer shall provide initial proof of insurance, or sufficient guarantee and proof of self-insurance, evidencing the Facility as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within thirty (30) days of any policy renewal.

9. **Manual Disconnect Switch**

The Customer shall install (at the Customer's expense) a manual disconnect switch of the visible load break type to provide a separation point between the AC power output of the Facility and the customer wiring connected to the Company's system. The manual disconnect switch shall be mounted separate from, but adjacent to, the meter socket and shall be readily accessible to the Company and capable of being locked in the open position with a single utility-owned padlock. The Company may open and lock the switch pursuant to the conditions set forth in Section 10 below without prior notice to the Customer. If disconnection is required and provision of notice is practicable under the circumstances, the Company will provide notice prior to disconnection. If advanced notice is not practicable under the circumstances, the Company will, at a minimum leave a door hanger at the premises explaining the condition necessitating the disconnection. The switch will be re-closed by the Company as soon as practicable once the conditions necessitating the disconnection cease to exist.

10. **Conditions Warranting Disconnection of the Customer's Facility**

The Company may disconnect the Customer's Facility from the Company's system for any of the following reasons:

- a. Emergencies or maintenance requirements on the Company's electric system;
- b. Hazardous conditions existing on the Company's system due to the operation of the Facility, as determined by the Company;
- c. Adverse electrical effects, such as power quality problems, on the electrical equipment of the Company's other customers caused by the Facility, as determined by the Company; and/or
- d. Failure of the Customer to maintain the required insurance coverage.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.71
Canceling Third Revised Sheet No. 9.71

PAGE
6 of 10

EFFECTIVE DATE
March 29, 2019

(Continued from Tier 3, Sheet No. 9.70)

11. **Application Fee and Interconnection Study Charge**

The Customer shall pay the Company a one-time non-refundable application fee of \$477. In addition, if the Company determines upon reviewing the Customer's Interconnection Application that an interconnection study is needed, the Customer shall pay the Company an interconnection study charge deposit of \$2,680 within fourteen (14) days of the Company's request. In the event that the expenses incurred by the Company in conducting the interconnection study are less than the deposit, the Company shall refund the difference to the Customer within sixty (60) days of completing the interconnection study. If, as a result of any interconnection study that is performed, it is determined that the Company's system or associated equipment must be expanded or costs must be incurred to accommodate the safe and reliable operation of the Facility on an interconnected basis with the Company, the Customer may be liable for charges to make such expansion or recoup such costs. Any such charges shall not be assessed against the Customer without prior approval of the Florida Public Service Commission as per Rule 25-6.065(4)(h).

12. **Net Metering**

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. Additional information concerning net metering can be found at Section IV Rules and Regulations, Part IV Billing and Metering Regulations, Sheet No. 4.16 of the Company's Retail Tariff, as approved by the Florida Public Service Commission.

13. **Renewable Energy Certificates**

Ownership of Renewable Energy Certificates shall be addressed in accordance with Rule 25-6.065(9).

14. **Administrative Requirements**

- a. Within ten (10) business days of receipt of the Customer's Interconnection Application the Company will provide written notice that it has received all documents required to be submitted in connection with the Interconnection Application, or indicate how the application is deficient. The items required to be submitted in connection with the

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.72
Canceling Third Revised Sheet No. 9.72

PAGE 7 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.71)

Interconnection Application shall, at a minimum, include the application fee; the Interconnection Study Charge Deposit; proof of insurance; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement; and a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4 (a) of this Standard Interconnection Agreement.

If the customer is leasing the Facility from a third party, the Customer shall also provide the Company with a copy of the lease agreement. Within ten (10) business days of receipt of a completed Interconnection Application, the Company will provide written notice to the Customer verifying receipt of the completed Application. In this notice, the Company will also include dates for any physical inspection of the Facility necessary for the Company to confirm compliance with Rule 25-6.065(2)-(4).

- b. The Company will execute this Standard Interconnection Agreement within ninety (90) calendar days of receiving the Customer's completed Interconnection Application. A completed Interconnection Application shall consist of the Interconnection Application itself; the application fee; the Interconnection Study Charge Deposit; proof of insurance; a copy of the inspection report of the local code enforcement agency indicating compliance with Section 4(a) of this Standard Interconnection Agreement; technical design parameters of the Facility or the manufacturer's installation, operation and maintenance instructions demonstrating that the Facility is in compliance with requirements described in Section 1 (a)-(c) of this Standard Interconnection Agreement, and, if the Customer is leasing the Facility from a third party, a copy of the lease agreement.
- c. The Customer must execute this Standard Interconnection Agreement and return it to the Company at least thirty (30) calendar days prior to beginning parallel operations with the Company's system and within one (1) year after the Company executes the Agreement. All physical inspections of the Facility by the Company will be completed by the Company within thirty (30) calendar days of receipt of the Customer's executed Standard Interconnection Agreement. If the in-service date of the Facility is scheduled or anticipated to occur on a date beyond thirty (30) calendar days of receipt by the executed Standard Interconnection Agreement by the Company, or if the inspection is delayed at the Customer's request, the Customer shall contact the Company to reschedule an inspection. The Company will reschedule the inspection within ten (10) business days of the Customer's request.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.73
Canceling Third Revised Sheet No. 9.73

PAGE 8 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.72)

15. **Change in Facility Ownership**

This Agreement shall not be assignable by the Customer without the written consent of the Company, which consent shall not be unreasonably withheld. If there is a change in the ownership of the Facility (if the facility is owned by the Customer) or a change in the identity of the person/entity leasing the Facility (if the Facility is leased), the Customer shall provide written notice to the Company at least thirty (30) calendar days prior to the change. The new owner/lessee of the Facility will be required to assume in writing the Customer's rights and duties under this Agreement, or execute a new Standard Interconnection Agreement. The new owner/lessee will not be entitled to net meter or operate in parallel with the Company's electric system in accordance with Rule 25-6.065 until the new owner/lessee assumes this Agreement or a new Standard Interconnection Agreement is executed by the new owner/lessee and the Company.

16. **Retail Purchase of Electricity**

Pursuant to Rule 25-6.065(2)(a), the Customer may contract with a third party for the purchase, lease, operation, or maintenance of an on-site renewable generation system under terms and conditions that do not include the retail purchase of electricity from the third party. In the event that the Customer is determined by the Florida Public Service Commission to have engaged in the retail purchase of electricity from a party other than the Company, the Customer will be in breach of this Agreement and may be subject to the jurisdiction of the Florida Public Service Commission and to fines/penalties.

17. **Dispute Resolution**

Parties may seek resolution of disputes relating to the application or interpretation of this Agreement in accordance with Rule 25-6.065(11).

18. **Amendments to Public Service Commission Rules**

In the event that the Florida Public Service Commission rules relating to the subject matter of this Agreement are amended, the Company and the Customer agree to supersede and replace this Interconnection Agreement with a new Interconnection Agreement which complies with the amended Florida Public Service Commission rules.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.74
Canceling Third Revised Sheet No. 9.74

PAGE 9 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.73)

19. **Incorporation of Company Tariff**

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 herein by reference.

20. **Termination**

Upon termination of this Interconnection Agreement, the Company shall open and padlock the manual disconnect switch, if applicable, and remove the additional kilowatt-hour meter and associated Company equipment. At the Customer's expense, the Customer agrees to permanently isolate the Facility from the Company's electric service grid. The Customer shall notify the Company in writing within ten (10) business days that the isolation procedure has been completed.

21. **Entire Agreement**

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.

22. **No Extension of Credit**

In executing this Agreement, 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 Customer or any assignee of this Agreement.

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fourth Revised Sheet No. 9.75
Canceling Third Revised Sheet No. 9.75

PAGE 10 of 10	EFFECTIVE DATE March 29, 2019
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(Continued from Tier 3, Sheet No. 9.74)

23. **Official Notification**

For the purpose of making emergency or other communication relating to the operation of the Facility under the provisions of this agreement, the parties designate the following people for said notification:

For the Company: _____

For the Customer: _____

GULF POWER COMPANY

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

CUSTOMER

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

ISSUED BY: Charles S. Boyett

GULF POWER COMPANY

Section No. IX
Fifth Revised Sheet No. 9.81
Canceling Fourth Revised Sheet No 9.81

**RATE SCHEDULE QS-
2 APPENDIX A
TO THE STANDARD OFFER CONTRACT**

**STANDARD RATE FOR PURCHASE OF FIRM CAPACITY AND ENERGY
FROM A RENEWABLE ENERGY FACILITY
OR A QUALIFYING FACILITY WITH A DESIGN CAPACITY OF 100 KW OR LESS**

SCHEDULE

QS-2, Firm Capacity and Energy

AVAILABLE

The Company will, under the provisions of this Schedule and the Company's "Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less" ("Standard Offer Contract"), purchase firm capacity and energy offered by a Renewable Energy Facility specified in Section 366.91, Florida Statutes or by a Qualifying Facility with a design capacity of 100 KW or less as specified in FPSC Rule 25-17-0832(4) and which is either directly or indirectly interconnected with the Company. Both of these types of facilities shall also be referred to herein as Qualified Seller or "QS".

The Company will petition the FPSC for closure upon any of the following as related to the generating unit upon which this standard offer contract is based i.e. the Avoided Unit : (a) a request for proposals (RFP) pursuant to Rule 25-22.082, F.A.C., is issued, (b) the Company files a petition for a need determination or commences construction of the Avoided Unit when the generating unit is not subject to Rule 25-22.082, F.A.C., or (c) the generating unit upon which the standard offer contract is based is no longer part of the utility's generation plan, as evidenced by a petition to that effect filed with the Commission or by the utility's most recent Ten Year Site Plan.

APPLICABLE

To Renewable Energy Facilities as specified in Section 366.91, Florida Statutes producing capacity and energy from qualified renewable resources for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract". Firm Renewable Capacity and Renewable Energy are capacity and energy produced and sold by a QS pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

To Qualifying Facilities ("QF"), with a design capacity of 100 KW or less, as specified in FPSC Rule 25-17.0832(4)(a) producing capacity and energy for sale to the Company on a firm basis pursuant to the terms and conditions of this schedule and the Company's "Standard Offer Contract", Firm Capacity and Energy are described by FPSC Rule 25-17.0832, F.A.C., and are capacity and energy produced and sold by a QF pursuant to the Standard Offer Contract provisions addressing (among other things) quantity, time and reliability of delivery.

CHARACTER OF SERVICE

Purchases within the territory served by the Company shall be, at the option of the Company, single or three phase, 60 hertz alternating current at any available standard Company voltage. Purchases from outside the territory served by the Company shall be three phase, 60 hertz alternating current at the voltage level available at the interchange point between the Company and the entity delivering the Firm Energy and Capacity from the QS.

LIMITATION

Purchases under this schedule are subject to Section 366.91, Florida Statutes and/or FPSC Rules 25-17.0832 through 25-17.091, F.A.C., and 25-17.200 through 25-17.310 F.A.C and are limited to those Facilities which:

- A. Commit to commence deliveries of firm capacity and energy no later than the in-service date of the Avoided Unit, as detailed in Appendix II, and to continue such deliveries for a period of at least 10 years up to a maximum of the life of the avoided unit;
- B. Are not currently under contract with the Company or with any other entity for the Facility's output for the period specified above

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.1

RATES FOR PURCHASES BY THE COMPANY

Firm Capacity and Energy are purchased at a unit cost, in dollars per kilowatt per month and cents per kilowatt-hour, respectively, based on the capacity required by the Company. For the purpose of this Schedule, an Avoided Unit has been designated by the Company, and is detailed in Appendix II to this Schedule. Appendix I to this Schedule describes the methodology used to calculate payment schedules, applicable to the Company's Standard Offer Contract filed and approved pursuant to Section 366.91, Florida Statutes and to FPSC Rules 25-17.082 through 25-17.091, F.A.C and 25-17.200 through 25-17.310, F.A.C.

A. Firm Capacity Rates

Options A through E are available for payment of firm capacity which is produced by a QS and delivered to the Company. Once selected, an option shall remain in effect for the term of the Standard Offer Contract with the Company. A payment schedule, for the normal payment option as shown below, contains the monthly rate per kilowatt of Firm Capacity which the QS has contractually committed to deliver to the Company and is based on a contract term which extends ten (10) years beyond the in-service date of the Avoided Unit. Payment schedules for other contract terms, as specified in Appendix E, will be made available to any QS upon request and may be calculated based upon the methodologies described in Appendix I. The currently approved parameters used to calculate the schedule of payments are found in Appendix II to this Schedule.

Adjustment to Capacity Payment

The firm capacity rates will be adjusted to reflect the impact that the location of the QS will have on GULF POWER system reliability due to constraints imposed on the operation of GULF POWER transmission tie lines.

Appendix III shows, for illustration purposes, the factors that would be used to adjust the firm capacity rate for different geographical areas. The actual adjustment would be determined on a case-by-case basis. The amount of such adjustment, as well as a binding contract rate for firm capacity, shall be provided to the QS within sixty days of GULF POWER execution of the signed Standard Offer Contract.

Option A - Fixed Value of Deferral Payments - Normal Capacity

Payment schedules under this option are based on the value of a single year purchase with an in-service date of the Avoided Unit, as described in Appendix I. Once this option is selected, the current schedule of payments shall remain fixed and in effect throughout the term of the Standard Offer Contract.

Issued by: Tiffany Cohen

Effective: June 9, 2020

Option B - Fixed Value of Deferral Payments - Early Capacity

Payment schedules under this option are based upon the early capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit provided; however, that under no circumstances may payments begin before the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. When this option is selected, the capacity payments shall be made monthly commencing no earlier than the Capacity Delivery Date of the QS and calculated using the methodology shown on Appendix I.

The QS shall select the month and year in which the deliveries of firm capacity and energy to the Company are to commence and capacity payments are to start. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option C - Fixed Value of Deferral Payment - Levelized Capacity

Payment schedules under this option are based upon the levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I.

I. The fixed operation and maintenance portion of the capacity payments shall be equal to the value of the year-by-year deferral of fixed operation and maintenance expense associated with the Company's Avoided Unit. The methodology used to calculate this option is shown in Appendix I. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option D - Fixed Value of Deferral Payment - Early Levelized Capacity

Payment schedules under this option are based upon the early levelized capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit. The capital portion of the capacity payments under this option shall consist of equal monthly payments over the term of the Standard Offer Contract, calculated as shown on Appendix I. The fixed operation and maintenance expense shall be calculated as shown in Appendix I. At the option of the QS, payments for early levelized capacity shall commence at any time before the anticipated in-service date of the Company's Avoided Unit as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. The Company will provide the QS with a schedule of capacity payment rates based on the month and year in which the deliveries of firm capacity and energy are to commence and the term of the Standard Offer Contract as specified in Appendix E.

Option E - Flexible Payment Option

Payment schedules under this option are based upon a payment stream elected by the QS consisting of the capital component of the Company's avoided unit. Payments can commence at any time after the actual in-service date of the QS and before the anticipated in-service date of the utility's avoided unit, as specified in Appendix E, provided that the QS is delivering firm capacity and energy to the Company pursuant to the terms of the Standard Offer Contract. Regardless of the payment stream elected by the QS, the cumulative present value of capital cost payments made to the QS over the term of the contract shall not exceed the cumulative present value of the capital cost payments which would have been made to the QS had such payments been made pursuant to FPSC Rule 25-17.0832(4)(g)1, F.A.C. Fixed operation and maintenance expense shall be calculated in conformance with Rule 25-17.0832(6), F.A.C. The Company will provide the QS with a schedule of capacity payment rates based on the information specified in Appendix E.

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.3

B. Energy Rates

(1) Payments Associated with As-Available Energy Costs prior to the In-Service Date of the Avoided Unit.

Options A or B are available for payment of energy which is produced by the QS and delivered to the Company prior to the in-service date of the Avoided Unit. The QS shall indicate its selection in Appendix E, Once selected; an option shall remain in effect for the term of the Standard Offer Contract with the Company.

Option A – Energy Payments based on Actual Energy Costs

The energy rate, in cents per kilowatt-hour ($\$/KWh$), shall be based on the Company's actual hourly avoided energy costs which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. Avoided energy costs include incremental fuel, identifiable operation and maintenance expenses, and an adjustment for line losses reflecting delivery voltage. The calculation of the Company's avoided energy costs reflects the delivery of energy from the region of the Company in which the Delivery Point of the QS is located. When economy transactions take place, the incremental costs are calculated as described in GULF POWER's Rate Schedule COG-1.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's avoided energy cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

Option B – Energy Payments based on the year by year projection of As-Available energy costs

The energy rate, in cents per kilowatt-hour ($\$/KWh$), shall be based on the Company's year by year projection of system incremental fuel costs, prior to hourly economy sales to other utilities, based on normal weather and fuel market conditions (annual As-Available Energy Cost Projection which are calculated by the Company in accordance with FPSC Rule 25-17.0825, F.A.C. and with FPSC Rule 25-17.250(6) (a) F.A.C.) plus a fuel market volatility risk premium mutually agreed upon by the utility and the QS. Prior to the start of each applicable calendar year, the Company and the QS shall mutually agree on the fuel market volatility risk premium for the following calendar year, normally no later than November 15. The Company will provide its projection of the applicable annual As-Available Energy Cost prior to the start of the calendar year, normally no later than November 15 of each applicable calendar year. In addition to the applicable As-Available Energy Cost projection the energy payment will include identifiable operation and maintenance expenses, an adjustment for line losses reflecting delivery voltage and a factor that reflects in the calculation of the Company's Avoided Energy Costs the delivery of energy from the region of the Company in which the Delivery Point of the QS is located.

The calculation of payments to the QS shall be based on the sum, over all hours of the billing period, of the product of each hour's applicable Projected Avoided Energy Cost times the purchases of energy from the QS by the Company for that hour. All purchases of energy shall be adjusted for losses from the point of metering to the Delivery Point.

(2) Payments Associated with Applicable Avoided Energy Costs after the In-Service Date of the Avoided Unit.

Option C is available for payment of energy which is produced by the QS and delivered to the Company after the in-service date of the avoided unit. In addition, Option D is available to the QS which elects to fix a portion of the firm energy payment. The QS shall indicate its selection of Option D in Appendix E, once selected, Option D shall remain in effect for the term of the Standard Offer Contract.

Option C- Energy Payments based on Actual Energy Costs starting on the in-service date of the Avoided Unit, as detailed in Appendix II.

The calculation of payments to the QS for energy delivered to GULF POWER on and after the in-service date of the Avoided Unit shall be the sum, over all hours of the Monthly Billing Period, of the product of (a) each hour's firm energy rate ($\$/KWh$); and (b) the amount of energy (KWH) delivered to GULF POWER from the Facility during that hour.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.4

For any Dispatch Hour the firm energy rate shall be, on an hour-by-hour basis, the Company's Avoided Unit Energy Cost. For any other period during which energy is delivered by the QS to GULF POWER, the firm energy rate in cents per kilowatt hour (¢/KWh) shall be the following on an hour-by-hour basis: the lesser of (a) the as-available energy rate calculated by GULF POWER in accordance with FPSC Rule 25-17.0825, FAC, and GULF POWER's Rate Schedule COG-1, as they may each be amended from time to time and (b) the Company's Avoided Unit Energy Cost. The Company's Avoided Unit Energy Cost, in cents per kilowatt-hour (¢/KWh) shall be defined as the product of: (a) the fuel price in $\text{\$/mmBTU}$ as determined from gas prices published in Platts Inside FERC Gas Market Report, first of the month posting for Florida Gas Transmission Zone 3, plus all charges, surcharges and percentages that are in effect from time to time for service under Gulfstream Natural Gas System's Rate Schedule FTS; and (b) the average annual heat rate of the Avoided Unit, plus (c) an additional payment for variable operation and maintenance expenses which will be escalated based on the actual Producer Price Index. All energy purchases shall be adjusted for losses from the point of metering to the Delivery Point. The calculation of the Company's avoided energy cost reflects the delivery of energy from the geographical area of the Company in which the Delivery Point of the QS is located.

Option D- Fixed Firm Energy Payments Starting as early as the In-Service Date of the QS Facility

The calculation of payments to the QS for energy delivered to GULF POWER may include an adjustment at the election of the QS in order to implement the provisions of Rule 25-17.250 (6) (b), F.A.C. Subsequent to the determination of full avoided cost and subject to the provisions of Rule 25-17.0832(3) (a) through (d), F.A.C., a portion of the base energy costs associated with the avoided unit, mutually agreed upon by the utility and renewable energy generator, shall be fixed and amortized on a present value basis over the term of the contract starting, at the election of the QS, as early as the in-service date of the QS. "Base energy costs associated with the avoided unit" means the energy costs of the avoided unit to the extent the unit would have operated. The portion of the base energy costs mutually agreed to by the Company and the QS shall be specified in Appendix E. The Company will provide the QS with a schedule of "Fixed Energy Payments" over the term of the Standard Offer Contract based on the applicable information specified in Appendix E.

ESTIMATED AS-AVAILABLE ENERGY COST

As required in Section 25-17.0832, F.A.C. as-available energy cost projections until the in-service date of the avoided unit will be provided within 30 days of receipt by GULF POWER of a written request for such projections by any interested person.

ESTIMATED UNIT FUEL COST

As required in Section 25-17.0832, F.A.C. the estimated unit fuel costs associated with the Company's Avoided Unit and based on current estimates of the price of natural gas will be provided within 30 days of a written request for such an estimate.

Issued by: Tiffany Cohen

Effective: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.5

DELIVERY VOLTAGE ADJUSTMENT

Energy payments to a QS within the Company's service territory shall be adjusted according to the delivery voltage by the multipliers provided in Appendix II.

PERFORMANCE CRITERIA

Payments for Firm Capacity are conditioned on the QS's ability to maintain the following performance criteria:

A. **Capacity Delivery Date**

The Capacity Delivery Date shall be no later than the projected in-service date of the Company's Avoided Unit, as detailed in Appendix II.

B. **Availability and Capacity Factor**

The Facility's availability and capacity factor are used in the determination of firm capacity payments through a performance based calculation as detailed in Appendix B to the Company's Standard Offer Contract.

METERING REQUIREMENTS

A QS within the territory served by the Company shall be required to purchase from the Company hourly recording meters to measure their energy deliveries to the Company. Energy purchases from a QS outside the territory of the Company shall be measured as the quantities scheduled for interchange to the Company by the entity delivering Firm Capacity and Renewable Energy to the Company.

For the purpose of this Schedule, the on-peak hours shall be those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 pm. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day, and New Year's Day. GULF POWER shall have the right to change such On-Peak Hours by providing the QS a minimum of thirty calendar days' advance written notice.

BILLING OPTIONS

A QS, upon entering into a Standard Offer Contract for the sale of firm capacity and energy or prior to delivery of as-available energy, may elect to make either simultaneous purchases from and sales to the Company, or net sales to the Company; provided, however, that no such arrangement shall cause the QS to sell more than the Facility's net output. A decision on billing methods may only be changed: 1) when a QS selling as-available energy enters into a Standard Offer Contract for the sale of firm capacity and energy; 2) when a Standard Offer Contract expires or is lawfully terminated by either the QS or the Company; 3) when the QS is selling as-available energy and has not changed billing methods within the last twelve months; 4) when the election to change billing methods will not contravene this Tariff or the contract between the QS and the Company.

If a QS elects to change billing methods, such changes shall be subject to the following: 1) upon at least thirty days advance written notice to the Company; 2) the installation by the Company of any additional metering equipment reasonably required to effect the change in billing and upon payment by the QS for such metering equipment and its installation; and 3) upon completion and approval by the Company of any alteration(s) to the interconnection reasonably required to effect the change in billing and upon payment by the QS for such alteration(s).

Payments due a QS will be made monthly and normally by the twentieth business day following the end of the billing period. The kilowatt-hours sold by the QS and the applicable avoided energy rates at which payments are being made shall accompany the payment to the QS.

A statement covering the charges and payments due the QS is rendered monthly, and payment normally is made by the twentieth business day following the end of the billing period.

Issued by: Tiffany Cohen

Effective: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.6

CHARGES TO ENERGY FACILITY

The QS shall be responsible for all applicable charges as currently approved or as they may be approved by the Florida Public Service Commission, including, but not limited to:

A. Customer Charges:

Monthly customer charges for meter reading, billing and other applicable administrative costs as per applicable Customer Rate Schedule.

B. Interconnection Charge for Non-Variable Utility Expenses

The QS shall bear the cost required for interconnection, including the metering. The QS shall have the option of (i) payment in full for the interconnection costs including the time value of money during the construction of the interconnection facilities and providing a Bond, Letter of Credit or comparable assurance of payment acceptable to the Company adequate to cover the interconnection cost estimates, (ii) payment of monthly invoices from the Company for actual costs progressively incurred by the Company in installing the interconnection facilities, or (iii) upon a showing of credit worthiness, making equal monthly installment payments over a period no longer than thirty-six (36) months toward the full cost of interconnection. In the latter case, the Company shall assess interest at the rate then prevailing for thirty (30) day highest grade commercial paper, such rate to be specified by the Company thirty (30) days prior to the date of each installment payment by the QS.

C. Interconnection Charge for Variable Utility Expenses

The QS shall be billed monthly for the variable utility expenses associated with the operation and maintenance of the interconnection facilities. These include (a) the Company's inspections of the interconnection facilities and (b) maintenance of any equipment beyond that which would be required to provide normal electric service to the QS if no sales to the Company were involved.

In lieu of payment for actual charges, the QS may pay a monthly charge equal to a percentage of the installed cost of the interconnection facilities as provided in Appendix II.

D. Taxes and Assessments

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire early, levelized or early levelized capacity payments or the Fixed Firm Energy Payment had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

ISSUED BY: Tiffany Cohen

Effective: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.7

TERMS OF SERVICE

- (1) It shall be the QS's responsibility to inform the Company of any change in its electric generation capability.
- (2) Any electric service delivered by the Company to a QS located in the Company's service area shall be subject to the following terms and conditions:
 - (a) A QS shall be metered separately and billed under the applicable retail rate schedule(s), whose terms and conditions shall pertain.
 - (b) A security deposit will be required in accordance with FPSC Rules 25-17.082(5) and 25-6.097, F.A.C., and the following:
 - (i) In the first year of operation, the security deposit should be based upon the singular month in which the QS's projected purchases from the Company exceed, by the greatest amount, the Company's estimated purchases from the QS. The security deposit should be equal to twice the amount of the difference estimated for that month. The deposit is required upon interconnection.
 - (ii) For each year thereafter, a review of the actual sales and purchases between the QS and the Company will be conducted to determine the actual month of maximum difference. The security deposit should be adjusted to equal twice the greatest amount by which the actual monthly purchases by the QS exceed the actual sales to the Company in that month.
 - (c) The Company shall specify the point of interconnection and voltage level.
 - (d) The QS must enter into an interconnection agreement with the Company which will, among other things, specify safety and reliability standards for the interconnection to the Company's system. In most instances, the Company's filed Interconnection Agreement for Qualifying Facilities will be used; however, special features of the QS or its interconnection to the Company's facilities may require modifications to this Interconnection Agreement or the safety and reliability standards contained therein.
- (3) Service under this rate schedule is subject to the rules and regulations of the Company and the Florida Public Service Commission.

SPECIAL PROVISIONS

- (1) Special contracts deviating from the above standard rate schedule are allowable provided the Company agrees to them and they are approved by the Florida Public Service Commission.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.81.8
Cancels Original Sheet No. 9.81.8

**APPENDIX I
TO RATE SCHEDULE QS-2
CALCULATION OF VALUE OF
DEFERRAL PAYMENTS**

APPLICABILITY

Appendix I provides a detailed description of the methodology used by the Company to calculate the monthly values of deferring or avoiding the Company's Avoided Unit identified in Schedule QS-2. When used in conjunction with the current FPSC-approved cost parameters associated with the Company's Avoided Unit contained in COG-1, a QS may determine the applicable value of deferral capacity payment rate associated with the timing and operation of its particular facility should the QS enter into a Standard Offer Contract with the Company.

CALCULATION OF VALUE OF DEFERRAL OPTION A

FPSC Rule 25-17.0832(5) specifies that avoided capacity costs, in dollars per kilowatt per month, associated with capacity sold to utility by a QS pursuant to the Company's Standard Offer Contract shall be defined as the year-by-year value of deferral of the Company's Avoided Unit. The year-by-year value of deferral shall be the difference in revenue requirements associated with deferring the Company's Avoided Unit one year, and shall be calculated as follows:

Where, for a one-year deferral:

- VAC_m = utility's monthly value of avoided capacity and O&M, in dollars per kilowatt per month, for each month of year n;
- K = present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;
- R = $(1 + i_p) / (1 + r)$;
- I_n = total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n, including all identifiable and quantifiable costs relating to the construction of the Company's Avoided Unit which would have been paid had the Unit been constructed;
- O_n = total fixed operation and maintenance expense for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;
- i_p = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);
- i_o = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);
- r = annual discount rate, defined as the utility's incremental after-tax cost of capital;
- L = expected life of the Company's Avoided Unit(s); and
- n = year for which the Company's Avoided Unit(s) is (are) deferred starting with its (their) original anticipated in-service date(s) and ending with the termination of the Company's Standard Offer Contract.

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.9

CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – EARLY CAPACITY- OPTION B

Normally, payments for firm capacity shall not commence until the in-service date of the Company's Avoided Unit(s). At the option of the QS, however, the Company may begin making payments for early capacity consisting of the capital cost component of the value of a year-by-year deferral of the Company's Avoided Unit starting as early as the in-service date of the QS facility. When such payments for early capacity are elected, the avoided capital cost component of capacity payments shall be paid monthly commencing no earlier than the Capacity Delivery Date of the QS, and shall be calculated as follows:

$$A_m = A_c \frac{(1 + i_p)^{(m-1)}}{12} + A_o \frac{(1 + i_o)^{(m-1)}}{12} \quad \text{for } m = 1 \text{ to } t$$

Where:

- A_m = monthly payments to be made to the QS for each month of the contract year n, in dollars per kilowatt per month in which QS delivers capacity the early capacity option;
- i_p = annual escalation rate associated with the plant cost of the Company's Avoided Unit(s);
- i_o = annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit(s);
- m = year for which the fixed value of deferral payments under the early option are made to a QS, starting in year one and ending in the year t;
- t = the term, in years, of the Standard Offer Contract;

$$A_c = F / [(1 - R)/(1 - R^{-t})]$$

- Where: F = the cumulative present value, in the year that the contractual payments will begin, of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s);
- R = $(1 + i_p)/(1 + r)$
- r = annual discount rate, defined as the Company's incremental after-tax cost of capital; and

$$A_o = G / [(1 - R)/(1 - R^{-t})]$$

Where:

- G = The cumulative present value, in the year that the contractual payments will begin, of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit(s).
- R = $(1 + i_o)/(1 + r)$

The currently approved parameters applicable to the formulas above are found in Appendix I.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.10

**CALCULATION OF FIXED VALUE OF DEFERRAL PAYMENTS – LEVELIZED AND EARLY LEVELIZED CAPACITY
– OPTION C & OPTION D, RESPECTIVELY**

Monthly fixed value of deferral payments for levelized and early levelized capacity shall be calculated as follows:

$$P_L = \frac{F}{x 12} \frac{r}{1 - (1 + r)^{-t}} + O$$

Where:

- P_L = the monthly levelized capacity payment, starting on or prior to the in- service date of the Company's Avoided Unit(s);
- F = the cumulative present value, in the year that the contractual will begin, of the avoided capital cost component of the payments which would have been made had the capacity been levelized;
- r = the annual discount rate, defined as the Company's incremental cost of capital;
- t = the term, in years, of the Standard Offer Contract;
- O = the monthly fixed operation and maintenance component of the payments, calculated in accordance with calculation of the fixed deferral payments for the levelized capacity or the early levelized capacity options.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.11

**APPENDIX II
TO RATE SCHEDULE QS-2
2030 AVOIDED UNIT INFORMATION**

The Company's Avoided Unit has been determined to be a 1,991 MW Combined Cycle Unit with an in-service date of June 1, 2030 and a contract heat rate of 5,996 Btu/kWh.

**EXAMPLE STANDARD OFFER CONTRACT AVOIDED CAPACITY PAYMENTS
FOR A CONTRACT TERM OF TEN YEARS FROM THE IN-SERVICE DATE OF THE AVOIDED UNIT
(\$/KW/MONTH)**

Contract Year	Option A	Option B	Option C	Option D
	Normal Capacity Payment	Early Capacity Payment	Levelized Capacity Payment	Early Levelized Capacity Payment
2022	\$ -	\$ -	\$ -	\$ -
2023	\$ -	\$ -	\$ -	\$ -
2024	\$ -	\$ -	\$ -	\$ -
2025	\$ -	\$ -	\$ -	\$ -
2026	\$ -	\$ 3.28	\$ -	\$ 3.68
2027	\$ -	\$ 3.34	\$ -	\$ 3.68
2028	\$ -	\$ 3.41	\$ -	\$ 3.68
2029	\$ -	\$ 3.48	\$ -	\$ 3.68
2030	\$ 5.34	\$ 3.54	\$ 5.86	\$ 3.68
2031	\$ 5.45	\$ 3.62	\$ 5.86	\$ 3.68
2032	\$ 5.57	\$ 3.69	\$ 5.86	\$ 3.68
2033	\$ 5.69	\$ 3.76	\$ 5.86	\$ 3.68
2034	\$ 5.81	\$ 3.84	\$ 5.86	\$ 3.68
2035	\$ 5.93	\$ 3.91	\$ 5.86	\$ 3.68
2036	\$ 6.05	\$ 3.99	\$ 5.86	\$ 3.68
2037	\$ 6.18	\$ 4.07	\$ 5.86	\$ 3.68
2038	\$ 6.31	\$ 4.15	\$ 5.86	\$ 3.68
2039	\$ 6.44	\$ 4.24	\$ 5.86	\$ 3.68
2040	\$ 6.58	\$ 4.32	\$ 5.86	\$ 3.68

ESTIMATED AS-AVAILABLE ENERGY COST

For informational purposes, the most recent estimated incremental avoided energy costs for the next ten years will be provided within thirty (30) days of written request.

ESTIMATED UNIT FUEL COSTS (\$/MMBtu):

The most recent estimated unit fuel costs for the Company's avoided unit will be provided within thirty (30) days of written request.

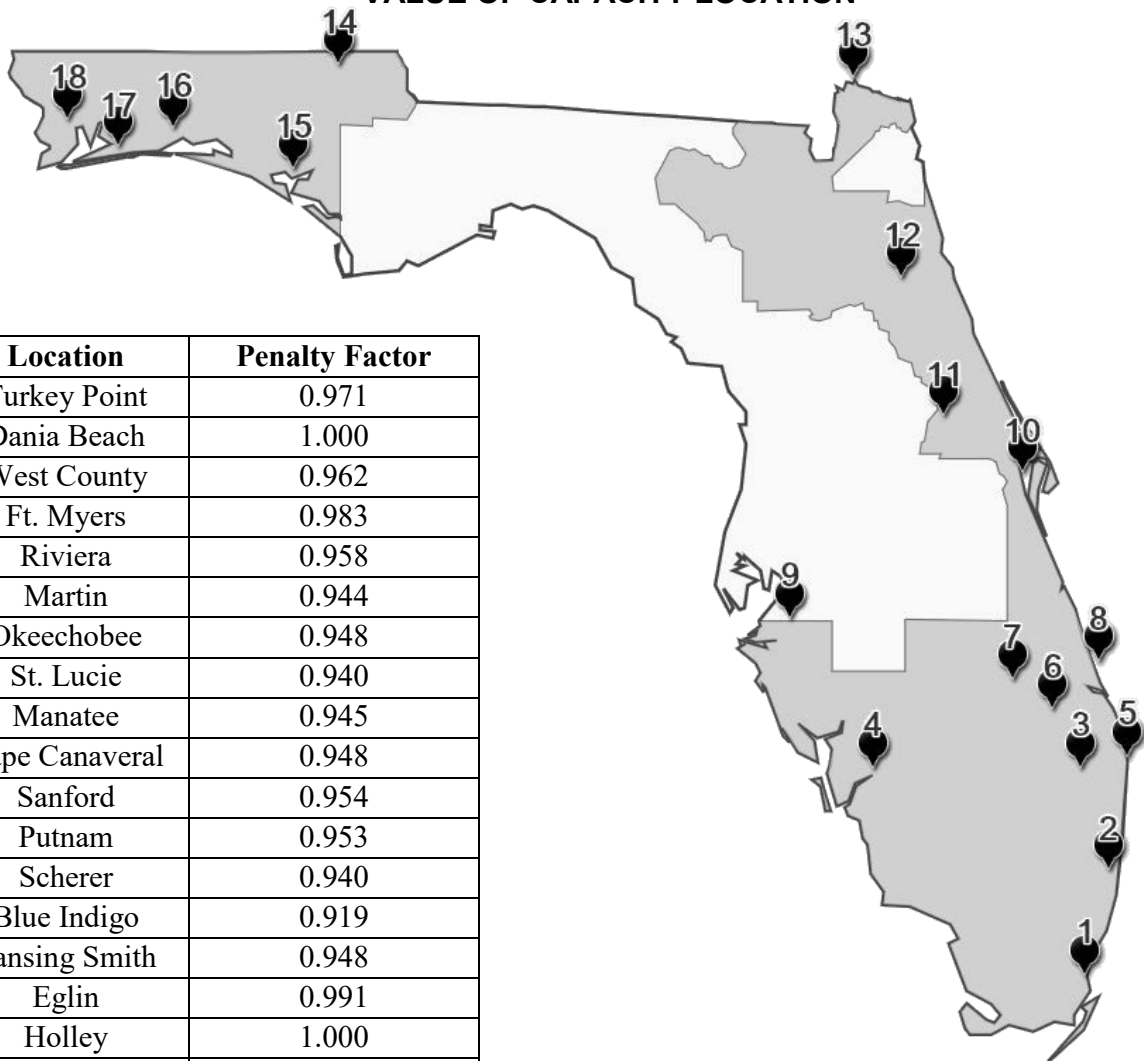
ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
 First Revised Sheet No. 9.81.12
 Cancels Original Sheet No. 9.81.12

VALUE OF CAPACITY LOCATION



#	Location	Penalty Factor
1	Turkey Point	0.971
2	Dania Beach	1.000
3	West County	0.962
4	Ft. Myers	0.983
5	Riviera	0.958
6	Martin	0.944
7	Okeechobee	0.948
8	St. Lucie	0.940
9	Manatee	0.945
10	Cape Canaveral	0.948
11	Sanford	0.954
12	Putnam	0.953
13	Scherer	0.940
14	Blue Indigo	0.919
15	Lansing Smith	0.948
16	Eglin	0.991
17	Holley	1.000
18	Crist	0.990

FOR ILLUSTRATIVE PURPOSES ONLY

ISSUED BY: Tiffany Cohen

EFFECTIVE:

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.13

2030 AVOIDED UNIT FIXED VALUE OF DEFERRAL PAYMENTS - NORMAL CAPACITY OPTION PARAMETERS

Where, for a one-year deferral:		<u>Value</u>
VAC _m	= Company's value of avoided capacity and O&M, in dollars per kilowatt per month, during month m;	\$5.3425
K	= present value of carrying charges for one dollar of investment over L years with carrying charges computed using average annual rate base and assumed to be paid at the middle of each year and present valued to the middle of the first year;	1.4846
I _n	= total direct and indirect cost, in mid-year dollars per kilowatt including AFUDC but excluding CWIP, of the Company's Avoided Unit with an in-service date of year n;	\$635.92
O _n	= total fixed operation and maintenance expense, for the year n, in mid-year dollars per kilowatt per year, of the Company's Avoided Unit;	\$12.69
i _p	= annual escalation rate associated with the plant cost of the Company's Avoided Unit;	2.00%
i _o	= annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;	2.50%
r	= annual discount rate, defined as the Company's incremental after-tax cost of capital;	6.95%
L	= expected life of the Company's Avoided Unit;	40
n	= year for which the Company's Avoided Unit is deferred starting with its original anticipated in-service date and ending with the termination of the Standard Offer Contract.	2030

FIXED VALUE OF DEFERRAL PAYMENTS - EARLY CAPACITY OPTION PARAMETERS

A _m	= monthly capacity payments to be made to the QS starting on the year the QS elects to start receiving early capacity payments, in dollars per kilowatt per month;	*
i _p	= annual escalation rate associated with the plant cost of the Company's Avoided Unit;	2.00%
i _o	= annual escalation rate associated with the operation and maintenance expense of the Company's Avoided Unit;	2.50%
n	= year for which early capacity payments to a QS are to begin; (at the election of the QS early capacity payments may commence anytime after the actual in-service date of the QS facility and before the anticipated in-service date of the Company's avoided unit)	*
F	= the cumulative present value of the avoided capital cost component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years;	\$490.8
r	= annual discount rate, defined as the Company's incremental after-tax cost of capital;	6.95%
t	= the term, in years, of the Standard Offer Contract for the purchase of firm capacity commencing in the year the QS elects to start receiving early capacity payments prior to the in-service date of the Company's Avoided Unit;	*
G	= the cumulative present value of the avoided fixed operation and maintenance expense component of capacity payments which would have been made had capacity payments commenced with the anticipated in-service date of the Company's Avoided Unit and continued for a period of 10 years.	\$98.71

*From Appendix E

ISSUED BY: TIFFANY COHEN

EFFECTIVE: JUNE 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.14

**APPENDIX B
TO THE STANDARD OFFER CONTRACT
FOR THE PURCHASE OF FIRM CAPACITY AND ENERGY
FROM RENEWABLE ENERGY FACILITIES
OR QUALIFYING FACILITIES WITH A DESIGN CAPACITY OF 100 KW OR LESS
PAY FOR PERFORMANCE PROVISIONS MONTHLY CAPACITY PAYMENT CALCULATION**

1. Monthly Capacity Payments (MCP) for each Monthly Billing Period shall be computed according to the following:
- A. In the event that the Annual Capacity Billing Factor ("ACBF"), as defined below, is less than 80%, then no Monthly Capacity Payment shall be due. That is:
- $$MCP = 0$$
- B. In the event that the ACBF is equal to or greater than 80% but less than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:
- $$MCP = BCP \times [1 + 4 \times (ACBF - 94\%)] \times CC$$
- C. In the event that the ACBF is equal to or greater than 94%, then the Monthly Capacity Payment shall be calculated by using the following formula:
- $$MCP = BCP \times CC$$

Where:

- MCP = Monthly Capacity Payment in dollars.
- BCP = Base Capacity Payment in \$/KW/Month as specified in GULF POWER's Rate Schedule QS-2.
- CC = Committed Capacity in KW.
- ACBF = Annual Capacity Billing Factor. This factor is calculated using the 12 months rolling average of the Monthly Capacity Factor. This 12 month rolling average shall be defined as the sum of the 12 consecutive Monthly Capacity Factors preceding the date of calculation, divided by 12. During the first 12 consecutive Monthly Billing Periods, commencing with the first Monthly Billing Period in which Capacity payments are to be made, the calculation of the Annual Capacity Billing Factor shall be performed as follows: (a) during the first Monthly Billing Period, the Annual Capacity Billing Factor shall be equal to the Monthly Capacity Factor; (b) thereafter, the calculation of the Annual Capacity Billing Factor shall be computed by dividing the sum of the Monthly Capacity Factors during the first year's Monthly Billing Periods in which Capacity payments are to be made by the number of Monthly Billing Periods which have elapsed. This calculation shall be performed at the end of each Monthly Billing Period until enough Monthly Billing Periods have elapsed to calculate a true 12-month rolling average Annual Capacity Billing Factor. Periods during which the Facility has temporarily set its Committed Capacity equal to 0 KW due to a Force Majeure event pursuant to Section 16 shall be excluded from the applicable capacity factor calculation.
- MCF = Monthly Capacity Factor. The sum of (i) the Hourly Factors of the Non-Dispatch Hours plus (ii) the Hourly Factors of the Dispatch Hours or the Hourly factors of the hours when GULF POWER requested reduced deliveries pursuant to Sections 8.4.6 and 8.4.8 (Reduced Delivery Hour); divided by the number of hours in the Monthly Billing Period.
- HFNDH = Hourly Factor of a Non-Dispatch Hour. The energy received during the hour divided by the Committed Capacity. For purposes of calculating the Hourly Factor of a Non-Dispatch Hour the energy received shall not exceed the Committed Capacity.
- HFDH = Hourly Factor of a Dispatch Hour or a Reduced Delivery Hour. The scheduled energy received divided by the scheduled energy requested. For purposes of calculating the Hourly Factor of a Dispatch Hour or the Hourly Factor of a Reduced Delivery Hour the scheduled energy received shall not exceed the scheduled energy requested.
- On-Peak Hours = Those hours occurring April 1 through October 31 Mondays through Fridays, from 12 noon to 9:00 p.m. excluding Memorial Day, Independence Day and Labor Day; and November 1 through March 31 Mondays through Fridays from 6:00 a.m. to 10:00 a.m. and 6:00 p.m. to 10:00 p.m. prevailing Central time excluding Thanksgiving Day, Christmas Day and New Year's Day. GULF POWER shall have the right to change such On- Peak Hours by providing the QS a minimum of thirty calendar days' advance notice.
- Monthly Billing Period = The period beginning on the first calendar day of each calendar month, except that the initial Monthly Billing Period shall consist of the period beginning 12:01 a.m. on the Capacity Delivery Period Date and ending with the last calendar day of such month. Scheduled Energy and Dispatch Hours are as defined in Section 8.4.7 of the Standard Offer Contract.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.15

**APPENDIX C
TO THE STANDARD OFFER
CONTRACT TERMINATION FEE**

The Termination Fee shall be the sum of the values for each month beginning with the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be), computed according to the following formula:

Termination Fee = Termination Fee applicable to Capacity Payment Option plus Termination Fee applicable to Fixed Firm Energy

Option Termination Fee applicable to Capacity Payment Options B, C, D and E

$$\sum_{i=1}^n (MCP_i - MCPC_i) \times t^{(n-i)}$$

with: $MCPC_i = 0$ for all periods prior to the in-service date of the Company's Avoided Unit;

where:

- i = number of the Monthly Billing Period commencing with the Capacity Delivery Date (i.e., the month in which Capacity Delivery Date occurs = 1; the month following the month in which Capacity Delivery Date occurs = 2; etc.)
- n = the number of Monthly Billing Periods which have elapsed from the month in which the Capacity Delivery Date occurs through the month of termination (or month of calculation, as the case may be)
- t = the future value of an amount factor necessary to compound a sum monthly so the annual percentage rate derived will equal GULF POWER's incremental after-tax avoided cost of capital (defined as r in QS-2). For any Monthly Billing Period in which $MCPC_i$ is greater than MCP_i , t shall equal 1.
- MCP_i = Monthly Capacity Payment paid to QS corresponding to the Monthly Billing Period i , calculated in accordance with Appendix B.
- $MCPC_i$ = Monthly Capacity Payment for Option A corresponding to the Monthly Billing Period i , calculated in accordance with QS-2

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value equal to or greater than zero, the amount of the Capacity Payment Termination Fee shall be increased by the amount of such value.

In the event that for any Monthly Billing Period, the computation of the value of the Capacity Payment Termination Fee for such Monthly Billing Period (as set forth above) yields a value less than zero, the amount of the Capacity Payment Termination Fee shall be decreased by the amount of such value expressed as a positive number (the "Initial Reduction Value"); provided, however, that such Initial Reduction Value shall be subject to the following adjustments (the Initial Reduction Value, as adjusted, the "Reduction Value"):

- a. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B is less than 80%, then the Initial Reduction Value shall be adjusted to equal zero (Reduction Value = 0), and the Capacity Payment Termination Fee shall not be reduced for the applicable Monthly Billing Period.
- b. In the event that in the applicable Monthly Billing Period the Annual Capacity Billing Factor (ACBF), as defined in Appendix B, is equal to or greater than 80% but less than 94%, then the Reduction Value shall be determined as follows:

$$\text{Reduction Value} = \text{Initial Reduction Value} \times [0.04 \times (\text{ACBF} - 94\%)]$$

For the applicable Monthly Billing Period, the Termination Fee shall be reduced by the amount of such Reduction Value.

In no event shall GULF POWER be liable to the QS at any time for any amount by which the Capacity Payment Termination Fee, adjusted in accordance with the foregoing, is less than zero (0).

Termination Fee applicable to the Fixed Firm Energy Payment Option D

Prior to in-service date of avoided unit:

The Termination Fee for the Fixed Firm Energy Option shall be equal to the cumulative sum of the Fixed Firm Energy Payments made to the QS pursuant to Option D, starting with the in-service date of the QS facility, for each billing cycle. Such number shall reach the maximum amount on the billing cycle immediately preceding the billing cycle associated with the in-service date of the Avoided Unit.

After in-service date of avoided unit:

The Termination Fee shall be decreased each billing cycle following the in-service date of the avoided unit by an amount equal to the difference between the projected Fixed Energy Cost that was used in the calculation to determine the base energy cost to be fixed and amortized pursuant to Option D for such billing cycle and the amortized Fixed Firm Energy Payment in cents/KWH times the energy delivered by the QS not to exceed the MWH block specified in Appendix E.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

**Section No. IX
Original Sheet No. 9.81.16**

**APPENDIX D
TO THE STANDARD OFFER
CONTRACT DETAILED PROJECT
INFORMATION**

Each eligible Contract received by GULF POWER will be evaluated to determine if the underlying QS project is financially and technically viable. The QS shall, to the extent available, provide GULF POWER with a detailed project proposal which addresses the information requested below.

I. FACILITY DESCRIPTION

- Project Name
- Project Location
 - ◆ Street Address
 - ◆ Site Plot Plan
 - ◆ Legal Description of Site

- Generating Technology
- Facility Classification (include types from statute)
- Primary Fuel
- Alternate Fuel (if applicable)
- Committed Capacity
- Expected In-Service Date
- Steam Host (for cogeneration facilities)
 - ◆ Street Address
 - ◆ Legal Description of Steam Host
 - ◆ Host's annual steam requirements (lbs/yr)

- Contact Person
 - ◆ Individual's Name and Title
 - ◆ Company Name
 - ◆ Address
 - ◆ Telephone Number
 - ◆ Telecopy Number

II. PROJECT PARTICIPANTS

- Indicate the entities responsible for the following project management activities and provide a detailed description of the experience and capabilities of the entities:
 - ◆ Project Development
 - ◆ Siting and Licensing the Facility
 - ◆ Designing the Facility
 - ◆ Constructing the Facility
 - ◆ Securing the Fuel Supply
 - ◆ Operating the Facility

- Provide details on all electrical generation facilities which are currently under construction or operational which were developed by the QS.

- Describe the financing structure for the projects identified above, including the type of financing used, the permanent financing term, the major lenders, and the percentage of equity invested at financial closing.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.17

III. FUEL SUPPLY

- Describe all fuels to be used to generate electricity at the Facility. Indicate the specific physical and chemical characteristics of each fuel type (e.g., Btu content, sulfur content, ash content, etc.). Identify special considerations regarding fuel supply origin, source and handling, storage and processing requirements.
- Provide annual fuel requirements (AFR) necessary to support the requirements pursuant to Section 366.91, Florida Statutes, and the planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel supply arrangements in place to meet the ARFR in each year of the proposed operating life of the Facility. Use the categories below to describe the current arrangement for securing the AFR.

Category	Description of Fuel Supply Arrangement
owned =	fuel is from a fully developed source owned by one or more of the project participants
contract =	fully executed firm fuel contract exists between the developer(s) and fuel supplier(s)
LOI =	a letter of intent for the fuel supply exists between developer(s) and fuel supplier(s)
REF =	renewable energy facility will burn biomass, waste, or another renewable resource
spot =	fuel supply will be purchased on the spot market
none =	no firm fuel supply arrangement currently in place
other =	fuel supply arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the fuel price mechanism of the arrangement. In addition, indicate whether or not the fuel price includes delivery and, if so, to what location.
- Describe fuel transportation networks available for delivering all primary and secondary fuel to the Facility site. Indicate the mode, route and distance of each segment of the journey, from fuel source to the Energy Facility site. Discuss the current status and pertinent factors impacting future availability of the transportation network.
- Provide annual fuel transportation requirements (AFTR) necessary to support planned levels of generation and list the assumptions used to determine these quantities.
- Provide a summary of the status of the fuel transportation arrangements in place to meet the AFTR in each year of the proposed operating life of the Energy Facility. Use the categories below to describe the current arrangement for securing the AFTR.

owned =	fuel transport via a fully developed system owned by one or more of the project participants
contract =	fully executed firm transportation contract exists between the developer(s) and fuel transporter(s)
LOI =	a letter of intent for fuel transport exists between developer(s) and fuel transporter(s)
Spot =	fuel transportation will be purchased on the spot market
arrangement currently in place	none = no firm fuel transportation arrangement currently in place
other =	fuel transportation arrangement which does not fit any of the above categories (please describe)

- Indicate the percentage of the Facility's AFR which is covered by the above fuel supply arrangement(s) for each proposed operating year. The percent of AFR covered for each operating year must total 100%. For fuel supply arrangements identified as owned, contract, or LOI, provide documentation to support this category and explain the transportation price mechanism of the arrangement.
- Provide the maximum, minimum, and average fuel inventory levels to be maintained for primary and secondary fuels at the Facility site. List the assumptions used in determining the inventory levels.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.18

IV. PLANT DISPATCHABILITY/CONTROLLABILITY

- Provide the following operating characteristics and a detailed explanation supporting the performance capabilities indicated.
 - ◆ Ramp Rate (MW/minute)
 - ◆ Peak Capability (% above Committed Capacity)
 - ◆ Minimum power level (% of Committed Capacity)
 - ◆ Facility Turnaround Time, Hot to Hot (hours)
 - ◆ Start-up Time from Cold Shutdown (hours)
 - ◆ Unit Cycling (# cycles/yr)
 - ◆ MW and MVAR Control (AGC, Manual, Other (please explain))

V. SITING AND LICENSING

- Provide a licensing/permitting milestone schedule which lists all permits, licenses and variances required to site the Facility. The milestone schedule shall also identify key milestone dates for baseline monitoring, application preparation, agency review, certification and licensing/siting board approval, and agency permit issuance.
- Provide a licensing/permitting plan that addresses the issues of air emissions, water use, wastewater discharge, wetlands, endangered species, protected properties, solid waste, surrounding land use, zoning for the Facility, associated linear facilities, and support of and opposition to the Facility.
- List the emission/effluent discharge limits the Facility will meet, and describe in detail the pollution control equipment to be used to meet these limits.

VI. FACILITY DEVELOPMENT AND PERFORMANCE

- Submit a detailed engineering, procurement, construction, startup and commercial operation schedule. The schedule shall include milestones for site acquisition, engineering phases, selection of the major equipment vendors, architect engineer, EPC contractor, and Facility operator, steam host integration, and delivery of major equipment. A discussion of the current status of each milestone should also be included where applicable.
- Attach a diagram of the power block arrangement. Provide a list of the major equipment vendors and the name and model number of the major equipment to be installed.
- Provide a detailed description of the proposed environmental control technology for the Facility and describe the capabilities of the proposed technology.
- Attach preliminary flow diagrams for the steam system, water system, and fuel system, and a main electrical one-line diagram for the Facility.
- State the expected heat rate (HHV) at 75 degrees Fahrenheit for loads of 100%, 75%, and 50%. In addition, attach a preliminary heat balance for the Facility.
- [NOTE: add any requirements related to demonstrating that the facility meets the requirements under the statute or applicable rules]

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.19

VII. FINANCIAL

- Provide GULF POWER with assurances that the proposed QS project is financially viable consistent with FPSC Rule 25-17.0832(4) (c) by attaching a detailed pro-forma cash flow analysis. The pro-forma must include, at a minimum, the following assumptions for each year of the project.
 - ◆ Annual Project Revenues
 - Capacity Payments (\$ and \$/KW/Mo)
 - Variable O&M (\$ and \$/MWh)
 - Energy (\$ and \$/MWh)
 - Steam Revenues (\$ and %/lb.)
 - Tipping Fees (\$ and \$/ton)
 - Interest Income
 - Other Revenues
 - Variable O&M Escalation (%/yr)
 - Energy Escalation (%/yr)
 - Steam Escalation (%/yr)
 - Tipping Fee Escalation (%/yr)
 - ◆ Annual Project Expenses
 - Fixed O&M (\$ and \$/KW/Mo)
 - Variable O&M (\$ and \$/MWh)
 - Energy (\$ and \$/MWh)
 - Property Taxes (\$)
 - Insurance (\$)
 - Emission Compliance (\$ and \$/MWh)
 - Depreciation (\$ and %/yr)
 - Other Expenses (\$)
 - Fixed O&M Escalation (%/yr)
 - Variable O&M Escalation (%/yr)
 - Energy Escalation (%/yr)
 - ◆ Other Project Information
 - Installed Cost of the Energy Facility (\$ and \$/KW)
 - Committed Capacity (KW)
 - Average Heat Rate - HHV (MBTU/KWh)
 - Federal Income Tax Rate (%)
 - Facility Capacity Factor (%)
 - Energy Sold to GULF POWER (MWH)
 - ◆ Permanent Financing
 - Permanent Financing Term (yrs)
 - Project Capital Structure (percentage of long-term debt, subordinated debt, tax exempt debt, and equity)
 - Financing Costs (cost of long-term debt, subordinated debt, tax exempt debt, and equity)
 - Annual Interest Expense
 - Annual Debt Service (\$)
 - Amortization Schedule (beginning balance, interest expense, principal reduction, ending balance)
- Provide details of the financing plan for the project and indicate whether the project will be non-recourse project financed. If it will not be project financed, please explain the alternative financing arrangement.
- Submit financial statements for the last two years on the principals of the project, and provide an illustration of the project ownership structure.

ISSUED BY: Tiffany Cohen

EFFECTIVE: JUNE 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.81.20

**APPENDIX E
TO THE STANDARD OFFER CONTRACT
CONTRACT OPTIONS TO BE SELECTED BY QS**

Avoided Unit Selected

Term of Contract

Execution date
Termination date

Firm Capacity Rates

Commencement date for deliveries of Firm Energy and Capacity _____

Capacity Payment Option Selected (from available Options A through E) _____

If Option E is selected proposed payment stream:

Schedule of Capacity Payments to be provided by the Company based on applicable parameters follows:

Year \$/KW/Month

Energy Rates

Energy payment Options selected applicable to energy produced by the QS and delivered to the Company (from available Option A or B **and** D)

Select from Option A or B

And

Select D

If Option D is selected by the QS; the Company and the QS mutually agree on fixing and amortizing the following portion of the Base Energy Costs associated with the Avoided Unit

_____ % which yields _____ MWH

Projected Energy Cost of Energy Produced by Avoided Unit (provided by the Company):

Year Projected Fixed Energy Cost (in Cents/KWH or in Dollars)

Based on the projections of Energy Costs Produced by the Avoided Unit and the mutually agreed upon Portion of the Base Energy Costs associated with the Avoided Unit the Fixed Energy Payment shall be

_____ \$/MWH or \$ _____ (as applicable).

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Seventh Revised Sheet No. 9.100
Cancelling Sixth Revised Sheet No. 9.100

**STANDARD OFFER CONTRACT FOR THE PURCHASE OF
CAPACITY AND ENERGY FROM A RENEWABLE ENERGY FACILITY OR A QUALIFYING FACILITY
WITH A DESIGN CAPACITY OF 100 KW OR LESS (2030 AVOIDED UNIT)**

THIS STANDARD OFFER CONTRACT (the "Contract") is made and entered this ____ day
of _____,

_____ by and between _____ (herein
after

"Qualified Seller" or "QS") a corporation/limited liability company organized and existing under the laws of the State of _____ and owner of a Renewable Energy Facility as defined in section 25-17.210 (1) F.A.C. or a Qualifying Facility with a design capacity of 100 KW or less as defined in section 25-17.250, and Gulf Power Company (hereinafter "GULF POWER") a corporation organized and existing under the laws of the State of Florida. The QS and GULF POWER shall be jointly identified herein as the "Parties". This Contract contains five Appendices; Appendix A, QS-2 Standard Rate for Purchase of Capacity and Energy; Appendix B, Pay for Performance Provisions; Appendix C, Termination Fee; Appendix D, Detailed Project Information and Appendix E, contract options to be selected by QS.

WITNESSETH:

WHEREAS, the QS desires to sell and deliver, and GULF POWER desires to purchase and receive, firm capacity and energy to be generated by the QS consistent with the terms of this Contract, Section 366.91, Florida Statutes, and/or Florida Public Service Commission ("FPSC") Rules 25-17.082 through 25-17.091, F.A.C. and FPSC Rules 25-17.200 through 25.17.310.F.A.C.

WHEREAS, the QS has signed an interconnection agreement with GULF POWER (the "Interconnection Agreement"), or it has entered into valid and enforceable interconnection/transmission service agreement(s) with the utility (or those utilities) whose transmission facilities are necessary for delivering the firm capacity and energy to GULF POWER (the "Wheeling Agreement(s)");

WHEREAS, the FPSC has approved the form of this Standard Offer Contract for the Purchase of Firm Capacity and Energy from a Renewable Energy Facility or a Qualifying Facility with a design capacity of 100 KW or less; and

WHEREAS, the Facility is capable of delivering firm capacity and energy to GULF POWER for the term of this Contract in a manner consistent with the provisions of this Contract; and

WHEREAS, Section 366.91(3), Florida Statutes, provides that the "prudent and reasonable costs associated with a QS energy contract shall be recovered from the ratepayers of the contracting utility, without differentiating among customer classes, through the appropriate cost-recovery clause mechanism" administered by the FPSC.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.1

1. QS Facility

The QS contemplates, installing operating and maintaining a _____ KVA _____ generating facility located at _____ (hereinafter called the "Facility"). The Facility is designed to produce a maximum of _____ kilowatts ("KW") of electric power at an 85% lagging to 85% leading power factor. The Facility's location and generation capabilities are as described in the table below.

TECHNOLOGY AND GENERATOR CAPABILITIES	
Location: Specific legal description (e.g., metes and bounds or other legal description with street address required)	City: County:
Generator Type (Induction or Synchronous)	
Type of Facility (Hydrogen produced from sources other than fossil fuels, biomass as defined in Section 25-17.210 (2) F.A.C. , solar energy, geothermal energy, wind energy, ocean energy, hydroelectric power, waste heat from sulfuric acid manufacturing operations: or <100KW cogenerator)	
Technology	
Fuel Type and Source	
Generator Rating (KVA)	
Maximum Capability (KW)	
Minimum Load	
Peaking Capability	
Net Output (KW)	
Power Factor (%)	
Operating Voltage (kV)	
Peak Internal Load KW	

The following sections (a) through (e) are applicable to Renewable Energy Facilities ("REFs") and section (e) is only applicable to Qualifying Facilities with a design capacity of 100 KW or less:

- (a) If the QS is a REF, the QS represents and warrants that (i) the sole source(s) of fuel or power used by the Facility to produce energy for sale to GULF POWER during the term of this Contract shall be such sources as are defined in and provided for pursuant to Sections 366.91(2) (a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2), F.A.C.; (ii) Fossil fuels shall be limited to the minimum quantities necessary for start-up, shut-down and for operating stability at minimum load; and (iii) the REF is capable of generating the amount of capacity pursuant to Section 5 of this Agreement without the use of fossil fuels.
- (b) The Parties agree and acknowledge that if the QS is a REF, the QS will not charge for, and GULF POWER shall have no obligation to pay for, any electrical energy produced by the Facility from a source of fuel or power except as specifically provided for in paragraph 1(a) above.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.2

- (c) If the QS is a REF, the QS shall, on an annual basis and within thirty (30) days after the anniversary date of this Contract and on an annual basis thereafter for the term of this Contract, deliver to GULF POWER a report certified by an officer of the QS: (i) stating the type and amount of each source of fuel or power used by the QS to produce energy during the twelve month period prior to the anniversary date (the "Contract Year"); and (ii) verifying that one hundred percent (100%) of all energy sold by the QS to GULF POWER during the Contract Year complies with Sections 1(a) and (b) of this Contract.
- (d) If the QS is a REF, the QS represents and warrants that the Facility meets the renewable energy requirements of Section 366.91(2)(a) and (b), Florida Statutes, and FPSC Rules 25-17.210(1) and (2)-, F.A.C., and that the QS shall continue to meet such requirements throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books, records, or other documents of the QS that GULF POWER deems necessary to verify that the Facility meets such requirements.
- (e) The Facility (i) has been certified or has self-certified as a "qualifying facility" pursuant to the Regulations of the Federal Energy Regulatory Commission ("FERC"), or (ii) has been certified by the FPSC as a "qualifying facility" pursuant to Rule 25-17.080(1). A QS that is a qualifying facility with a design capacity of less than 100 KW shall maintain the "qualifying status" of the Facility throughout the term of this Contract. GULF POWER shall have the right at all times to inspect the Facility and to examine any books and records or other documents of the Facility that GULF POWER deems necessary to verify the Facility's qualifying status. On or before March 31 of each year during the term of this Contract, the QS shall provide to GULF POWER a certificate signed by an officer of the QS certifying that the Facility has continuously maintained qualifying status.

2. Term of Contract

Except as otherwise provided herein, this Contract shall become effective immediately upon its execution by the Parties (the "Effective Date") and shall have the termination date stated in Appendix E, unless terminated earlier in accordance with the provisions hereof. Notwithstanding the foregoing, if the Capacity Delivery Date (as defined in Section 5.5) of the Facility is not accomplished by the in-service date of the avoided unit, or such later date as may be permitted by GULF POWER pursuant to Section 5 of this Contract, GULF POWER will be permitted to terminate this Contract consistent with the terms herein without further obligations, duties or liability to the QS.

3. Minimum Specifications

Following are the minimum specifications pertaining to this Contract:

- 1. The avoided unit ("Avoided Unit") options on which this Contract is based are detailed in Appendix A.
- 2. This offer shall expire on April 1, 2021.
- 3. The date by which firm capacity and energy deliveries from the QS to GULF POWER shall commence is the in-service date of the Avoided Unit (or such later date as may be permitted by GULF POWER pursuant to Section 5 of this contract) unless the QS chooses a capacity payment option that provides for early capacity payments pursuant to the terms of this Contract.
- 4. The period of time over which firm capacity and energy shall be delivered from the QS to GULF POWER is as specified in Appendix E; provided, such period shall be no less than a minimum of ten (10) years after the in-service date of the Avoided Unit.
- 5. The following are the minimum performance standards for the delivery of firm capacity and energy by the QS to qualify for full capacity payments under this Contract:

	On Peak *	All Hours
Availability	94.0%	94.0%

* QS Performance and On Peak hours shall be as measured and/or described in GULF POWER's Rate Schedule QS-2 attached hereto as Appendix A

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.3

4. Sale of Energy and Capacity by the QS

4.1 Consistent with the terms hereof, the QS shall sell and deliver to GULF POWER and GULF POWER shall purchase and receive from the QS at the Delivery Point (defined below) all of the energy and firm capacity generated by the Facility. GULF POWER shall have the sole and exclusive right to purchase all energy and capacity produced by the Facility. The purchase and sale of energy and firm capacity pursuant to this Contract shall be a () net billing arrangement or () simultaneous purchase and sale arrangement; provided, however, that no such arrangement shall cause the QS to sell more energy and firm capacity than the Facility's net output. The billing methodology may be changed at the option of the QS, subject to the provisions of GULF POWER Rate Schedule QS-2. For purposes of this Contract, Delivery Point shall be defined as either: (a) the point of interconnection between GULF POWER's system and the transmission system of the final utility transmitting energy and firm capacity from the Facility to the GULF POWER system, as specifically described in the applicable Wheeling Agreement, or (b) the point of interconnection between the Facility and GULF POWER's transmission system, as specifically described in the Interconnection Agreement.

4.2 The QS shall not rely on interruptible standby service for the start up requirements (initial or otherwise) of the Facility.

4.3 The QS shall be responsible for all costs, charges and penalties associated with development and operation of the Facility.

4.4 The QS shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements and costs required to deliver, on a firm basis, the firm capacity and energy from the Facility to the Delivery Point.

5. Committed Capacity/Capacity Delivery Date

5.1 The QS commits to sell and deliver firm capacity to GULF POWER at the Delivery Point, the amount of which shall be determined in accordance with this Section 5 (the "Committed Capacity"). Subject to Section 5.3 the Committed Capacity shall be KW, delivery date no later than the in-service date of the Avoided Unit or as otherwise specified in Appendix E (the "Guaranteed Capacity Delivery Date").

5.2 Testing of the capacity of the Facility (each such test, a "Committed Capacity Test") shall be performed in accordance with the procedures set forth in Section 6. The Demonstration Period (defined herein) for the first Committed Capacity Test shall commence no earlier than six (6) months prior to the Capacity Delivery Date and testing must be completed by 11:59 p.m. on the date prior to the Guaranteed Delivery Date. The first Committed Capacity Test shall be deemed successfully completed when the QS demonstrates to GULF POWER's satisfaction that the Facility can make available capacity of at least one hundred percent (100%) of the Committed Capacity set forth in Section 5.1. Subject to Section 6.1, the QS may schedule and perform up to three (3) Committed Capacity Tests to satisfy the capacity requirements of the Contract.

5.3 GULF POWER shall have the right to require the QS, by notice no less than ten (10) business days prior to such proposed test, to validate the Committed Capacity of the Facility by means of subsequent Committed Capacity Tests as follows: (a) once per each Summer period and once per each Winter period at GULF POWER's sole discretion, (b) at any time the QS is unable to comply with any material obligation under this Contract for a period of thirty (30) days or more in the aggregate as a consequence of an event of Force Majeure, and (c) at any time the QS fails in three consecutive months to achieve an Annual Capacity Billing Factor, as defined in Appendix B (the "ACBF"), equal to or greater than 70%. The results of any such test shall be provided to GULF POWER within seven (7) days of the conclusion of such test. On and after the date of such requested Committed Capacity Test, and until the completion of a subsequent Committed Capacity Test, the Committed Capacity shall be deemed as the lower of the tested capacity or the Committed Capacity as set forth in Section 5.1.

5.4 Notwithstanding anything to the contrary herein, the Committed Capacity shall not exceed the amount set forth in Section 5.1 without the prior written consent of GULF POWER, such consent not unreasonably withheld.

5.5 The "Capacity Delivery Date" shall be defined as the first calendar day immediately after the date following the last to occur of (a) the Facility's successful completion of the first Committed Capacity Test but no earlier than the commencement date for deliveries of firm capacity and energy (as such is specified in Appendix E) and (b) the satisfaction by QS of the following Delivery Date Conditions (defined below).

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.4

5.5.1 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating: (a) the nameplate capacity rating of the Facility at the anticipated time of commercial operation, which must be at least 94% of the Expected Nameplate Capacity Rating; (b) that the Facility is able to generate electric energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof; (c) that Start-Up Testing of the Facility has been completed; and (d) that, pursuant to Section 8.4, all system protection and control and Automatic Generation Control devices are installed and operational.

5.5.2 A certificate addressed to GULF POWER from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating, in conformance with the requirements of the Interconnection Agreement, that: (a) all required interconnection facilities have been constructed; (b) all required interconnection tests have been completed; and (c) the Facility is physically interconnected with the System in conformance with the Interconnection Agreement and able to deliver energy consistent with the terms of this Agreement.

5.5.3 A certificate addressed from a Licensed Professional Engineer (reasonably acceptable to GULF POWER in all respects) stating that QS has obtained or entered into all permits and agreements with respect to the Facility necessary for construction, ownership, operation, and maintenance of the Facility (the "Required Agreements"). QS must provide copies of any or all Required Agreements requested by GULF POWER.

5.5.4 An opinion from a law firm or attorney, registered or licensed in the State of Florida (reasonably acceptable to GULF POWER in all respects), stating, after all appropriate and reasonable inquiry, that: (a) QS has obtained or entered into all Required Agreements; (b) neither QS nor the Facility is in violation of or subject to any liability under any applicable law; and (c) QS has duly filed and had recorded all of the agreements, documents, instruments, mortgages, deeds of trust, and other writings described in Section 9.7.

5.5.5 GULF POWER has received the Completion/Performance Security ((a) through (e), the "Commercial Operation Conditions").

GULF POWER shall have ten (10) Business Days after receipt either to confirm to QS that all of the Delivery Date Conditions have been satisfied or have occurred, or to state with specificity what GULF POWER reasonably believes has not been satisfied.

5.6 The QS shall be entitled to receive capacity payments beginning on the Capacity Delivery Date, provided, the Capacity Delivery Date occurs on or before the in-service date of the Avoided Unit (or such later date permitted by GULF POWER pursuant to the following sentence). If the Capacity Delivery Date does not occur on or before the Guaranteed Capacity Delivery Date, GULF POWER shall be entitled to the Completion/Performance Security (as set forth in Section 9) in full, and in addition, has the right but not the obligation to allow the QS up to an additional five (5) months to achieve the Capacity Delivery Date. If the QS fails to achieve the Capacity Delivery Date either by (a) the Guaranteed Delivery Date or b) such later date as permitted by GULF POWER, GULF POWER shall have no obligation to make any capacity payments under this Contract and GULF POWER will be permitted to terminate this Contract, consistent with the terms herein, without further obligations, duties or liability to the QS.

ISSUED BY: TiffanyCohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.5

6. Testing Procedures

6.1 The Committed Capacity Test must be completed successfully within a sixty-hour period (the "Demonstration Period"), which period, including the approximate start time of the Committed Capacity Test, shall be selected and scheduled by the QS by means of a written notice to GULF POWER delivered at least thirty (30) days prior to the start of such period. The provisions of the foregoing sentence shall not apply to any Committed Capacity Test required by GULF POWER under any of the provisions of this Contract. GULF POWER shall have the right to be present onsite to monitor any Committed Capacity Test required or permitted under this Contract.

6.2 Committed Capacity Test results shall be based on a test period of twenty-four (24) consecutive hours (the "Committed Capacity Test Period") at the highest sustained net KW rating at which the Facility can operate without exceeding the design operating conditions, temperature, pressures, and other parameters defined by the applicable manufacturer(s) for steady state operations at the Facility. If the QS is a REF the Committed Capacity Test shall be conducted utilizing as the sole fuel source fuels or energy sources included in the definition in Section 366.91, Florida Statutes. The Committed Capacity Test Period shall commence at the time designated by the QS pursuant to Section 6.1 or at such other time requested by GULF POWER pursuant to Section 5.3; provided, however, that the Committed Capacity Test Period may commence earlier than such time in the event that GULF POWER is notified of, and consents to, such earlier time.

6.3 For the avoidance of doubt, normal station service use of unit auxiliaries, including, without limitation, cooling towers, heat exchangers, and other equipment required by law, shall be in service during the Committed Capacity Test Period. Further, the QS shall affect deliveries of any quantity and quality of contracted cogenerated steam to the steam host during the Committed Capacity Test Period.

6.4 The capacity of the Facility shall be the average net capacity (generator output minus auxiliary) measured over the Committed Capacity Test Period.

6.5 The Committed Capacity Test shall be performed according to prudent industry testing procedures satisfactory to GULF POWER for the appropriate technology of the QS.

6.6 Except as otherwise provided herein, results of any Committed Capacity Test shall be submitted to GULF POWER by the QS within seven (7) days of the conclusion of the Committed Capacity Test.

7. Payment for Electricity Produced by the Facility

7.1 Energy

GULF POWER agrees to pay the QS for energy produced by the Facility and delivered to the Delivery Point in accordance with the rates and procedures contained in GULF POWER's approved Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended from time to time and pursuant to the election of energy payment options as specified in Appendix E. The Parties agree that this Contract shall be subject to all of the provisions contained in Rate Schedule QS-2 as approved and on file with the FPSC.

7.2 Firm Capacity

GULF POWER agrees to pay the QS for the firm capacity described in Section 5 in accordance with the rates and procedures contained in Rate Schedule QS-2, attached hereto as Appendix A, as it may be amended and approved from time to time by the FPSC, and pursuant to the election of a capacity payment option as specified in Appendix E. The QS understands and agrees that capacity payments will be made under the early capacity payment options only if the QS has achieved the Capacity Delivery Date and is delivering firm capacity and energy to GULF POWER. Once elected by the QS, the capacity payment option cannot be changed during the term of this Contract.

7.3 Payments

Payments due the QS will be made monthly and normally by the twentieth business day following the end of the billing period. A statement of the kilowatt-hours sold by the QS and the applicable avoided energy rate at which payments are being made shall accompany the payment to the QS.

ISSUED BY: Tiffany Cohen

EFFRECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.6

8. Electricity Production and Plant Maintenance Schedule

8.1 During the term of this Contract, no later than sixty (60) days prior to the Capacity Delivery Date and prior to April 1 of each calendar year thereafter, the QS shall submit to GULF POWER in writing a detailed plan of: (a) the amount of firm capacity and energy to be generated by the Facility and delivered to the Delivery Point for each month of the following calendar year, and (b) the time, duration and magnitude of any scheduled maintenance period(s) and any anticipated reductions in capacity.

8.2 By October 31 of each calendar year, GULF POWER shall notify the QS in writing whether the requested scheduled maintenance periods in the detailed plan are acceptable. If GULF POWER objects to any of the requested scheduled maintenance periods, GULF POWER shall advise the QS of the time period closest to the requested period(s) when the outage(s) can be scheduled. The QS shall schedule maintenance outages only during periods approved by GULF POWER, such approval not unreasonably withheld. Once the schedule for maintenance has been established and approved by GULF POWER, either Party may request a subsequent change in such schedule and, except when such event is due to Force Majeure, request approval for such change from the other Party, such approval not to be unreasonably withheld or delayed. Scheduled maintenance outage days shall be limited to seven (7) days per calendar year unless the manufacturer's recommendation of maintenance outage days for the technology and equipment used by the Facility exceeds such 7 day period, provided, such number of days is considered reasonable by prudent industry standards and does not exceed two (2) fourteen (14) day intervals, one in the Spring and one in the Fall, in any calendar year. The scheduled maintenance outage days applicable for the QS are _____ days in the Spring and _____ days in the Fall of each calendar year, provided the conditions specified in the previous sentence are satisfied. In no event shall maintenance periods be scheduled during the following periods: June 1 through and including October 31st and December 1 through and including February 28 (or 29th as the case may be).

8.3 The QS shall comply with reasonable requests by GULF POWER regarding day-to-day and hour-by-hour communication between the Parties relative to electricity production and maintenance scheduling.

8.4 Dispatch and Control

8.4.1 The power supplied by the QS hereunder shall be in the form of three-phase 60 Hertz alternating current, at a nominal operating voltage of _____,000 volts (_____ kV) and power factor dispatchable and controllable in the range of 85% lagging to 85% leading as measured at the Delivery Point to maintain system operating parameters, as specified by GULF POWER.

8.4.2 At all times during the term of this Contract, the QS shall operate and maintain the Facility: (a) in such a manner as to ensure compliance with its obligations hereunder, in accordance with prudent engineering and operating practices and applicable law, and (b) with all system protective equipment in service whenever the Facility is connected to, or is operated in parallel with, GULF POWER's system. The QS shall install at the Facility those system protection and control devices necessary to ensure safe and protected operation of all energized equipment during normal testing and repair. The QS shall have qualified personnel test and calibrate all protective equipment at regular intervals in accordance with good engineering and operating practices. A unit functional trip test shall be performed after each overhaul of the Facility's turbine, generator or boilers and the results shall be provided to GULF POWER prior to returning the Facility to service. The specifics of the unit functional trip test will be consistent with good engineering and operating practices.

8.4.3 If the Facility is separated from the GULF POWER system for any reason, under no circumstances shall the QS reconnect the Facility into GULF POWER's system without first obtaining GULF POWER's prior written approval.

8.4.4 During the term of this Contract, the QS shall employ qualified personnel for managing, operating and maintaining the Facility and for coordinating such with GULF POWER. If the Facility has a Committed Capacity greater than 10MW then, the QS shall ensure that operating personnel are on duty at all times, twenty-four (24) hours a calendar day and seven (7) calendar days a week. If the Facility has a Committed Capacity equal to or less than 10 MW then the QS shall ensure that operating personnel are on duty at least eight (8) hours per day from 8 AM CST to 5 PM CST from Monday to Friday, with an operator on call at all other hours.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.7

8.4.6 After providing notice to the QS, GULF POWER shall not be required to purchase or receive energy from the QS during any period in which, due to operational circumstances, the purchase or receipt of such energy would result in GULF POWER's incurring costs greater than those which it would incur if it did not make such purchases. An example of such an occurrence would be a period during which the load being served is such that the generating units on line are base load units operating at their minimum continuous ratings and the purchase of additional energy would require taking a base load unit off the line and replacing the remaining load served by that unit with peaking-type generation. GULF POWER shall give the QS as much prior notice as practicable of its intent not to purchase or receive energy and firm capacity pursuant to this Section.

8.4.7 If the Facility has a Committed Capacity less than 75 MW, control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS. If the Facility has a Committed Capacity greater than or equal to 75 MW, then control, scheduling and dispatch of firm capacity and energy shall be the responsibility of the QS, except during a "Dispatch Hour", i.e., any clock hour for which GULF POWER requests the delivery of such capacity and energy. During any Dispatch Hour: (a) control of the Facility will either be by Seller's manual control under the direction of GULF POWER (whether orally or in writing) or by Automatic Generation Control by GULF POWER's system control center as determined by GULF POWER, and (b) GULF POWER may request that the real power output be at any level up to the Committed Capacity of the Facility, provided, in no event shall GULF POWER require the real power output of the Facility to be below the Facility's Minimum Load without decommitting the Facility. The Facility shall deliver the capacity and energy requested by GULF POWER within _____ minutes, taking into account the operating limitations of the generating equipment as specified by the manufacturer, provided such time period specified herein is considered reasonable by prudent industry standards for the technology and equipment being utilized and assuming the Facility is operating at or above its Minimum Load. Start-up time from Cold Shutdown and Facility Turnaround time from Hot to Hot will be taken into consideration provided such are reasonable and consistent with prudent industry practices for the technology and equipment being utilized. The Facility's Operating Characteristics have been provided by the QS and are set forth in Appendix D, Section IV of Rate Schedule QS-2.

8.4.8 If the Facility has a Committed Capacity of less than 75 MW, GULF POWER may require during certain periods, by oral, written, or electronic notification that the QS cause the Facility to reduce output to a level below the Committed Capacity but not lower than the Facility's Minimum Load. GULF POWER shall provide as much notice as practicable, normally such notice will be of at least four (4) hours. The frequency of such request shall not exceed eighteen (18) times per calendar year and the duration of each request shall not exceed four (4) hours.

8.4.9 GULF POWER's exercise of its rights under this Section 8 shall not give rise to any liability or payment obligation on the part of GULF POWER, including any claim for breach of contract or for breach of any covenant of good faith and fair dealing.

9. Completion/Performance Security

The security contemplated by this Section 9 constitutes security for, but is not a limitation of, QS's obligations hereunder and shall not be GULF POWER's exclusive remedy for QS's failure to perform in accordance with this Agreement.

9.1 As security for the achievement of the Guaranteed Capacity Delivery Date and satisfactory performance of its obligations hereunder, the QS shall provide GULF POWER either: (a) an unconditional, irrevocable, standby letter of credit(s) with an expiration date no earlier than the end of the first (1st) anniversary of the Capacity Delivery Date (or the next business day thereafter), issued by a U.S. commercial bank or the U.S. branch of a foreign bank having a Credit Rating of A- or higher by S&P or A3 or higher by Moody's (a "Qualified Issuer"), in form and substance acceptable to GULF POWER (including provisions (i) permitting partial and full draws and (ii) permitting GULF POWER to draw in full if such letter of credit is not renewed or replaced as required by the terms hereof at least thirty (30) business days prior to its expiration date) ("Letter of Credit"); (b) a bond, issued by a financially sound Company acceptable to GULF POWER and in a form and substance acceptable to GULF POWER, ("Bond"); or (c) a cash collateral deposited with GULF POWER ("Cash Collateral") (any of (a), (b), or (c), the "Completion/Performance Security"). Completion/Performance Security shall be provided in the amount and by the date listed below:

- (a) \$50.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER within five (5) business days of the Effective Date; and
- (b) \$100.00 per kW (for the number of kW of Committed Capacity set forth in Section 5.1) to be delivered to GULF POWER two years before the Guaranteed Capacity Delivery Date.

"Credit Rating" means with respect to any entity, on any date of determination, the respective ratings then assigned to such entity's unsecured, senior long-term debt or deposit obligations (not supported by third party credit enhancement) by S&P, Moody's or other specified rating agency or agencies or if such entity does not have a rating for its unsecured, senior long-term debt or deposit obligations, then the rating assigned to such entity as its "corporate credit rating" by S&P.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.8

"Moody's" means Moody's Investors Service, Inc. or its successor.

"S&P" means Standard & Poor's Ratings Group (a division of The McGraw-Hill Companies, Inc.) or its successor.

9.2 The specific security instrument provided for purposes of this Contract is: Letter of Credit.
 Bond.
 Cash Collateral.

9.3 GULF POWER shall have the right to monitor (a) the financial condition of the issuer of a Letter of Credit in the event any Letter of Credit is provided by the QS, and (b) the insurer, in the case of any Bond. In the event the issuer of a Letter of Credit no longer qualifies as Qualified Issuer or the issuer of a Bond is no longer financially sound, GULF POWER may require the QS to replace the Letter of Credit or the Bond, as applicable. Such replacement Letter of Credit or bond must be issued by a Qualified Issuer or a financially sound issues, as applicable, within ten (10) business days following written notification to the QS of the requirement to replace. Failure by the QS to comply with the requirements of this Section 9.3 shall be grounds for GULF POWER to draw in full on the existing Letter of Credit or bond and to exercise any other remedies it may have hereunder.

9.4 Notwithstanding the foregoing provisions of this Section 9, pursuant to FPSC Rule 25-17.091(4), F.A.C., a QS qualifying as a "Solid Waste Facility" pursuant to Section 377.709(3) or (5), F.S., respectively, may use an unsecured written commitment or promise to pay in a form reasonably acceptable to GULF POWER, by the local government which owns the Facility or on whose behalf the QS operates the Facility, to secure its obligation to achieve on a timely basis the Capacity Delivery Date and the satisfactory performance of its obligations hereunder.

9.5 GULF POWER shall be entitled to draw the Completion/Performance Security to satisfy any obligation or liability of QS arising pursuant to this Contract.

9.5.1 If the QS fails to achieve the Capacity Delivery Date on or before the in-service date of the Avoided Unit or such later date as permitted by GULF POWER pursuant to Section 5.6, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred (100%) of the Completion/ Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS. The Parties acknowledge that the injury that GULF POWER will suffer as a result of delayed availability of Committed Capacity and energy is difficult to ascertain and that GULF POWER may accept such sums as liquidated damages and resort to any other remedies which may be available to it under law or in equity.

9.5.2 In the event that GULF POWER requires the QS to perform one or more Committed Capacity Test(s) at any time on or before the first anniversary of the Capacity Delivery Date pursuant to Section 5.3 and, in connection with any such Committed Capacity Test(s), the QS fails to demonstrate a Capacity of at least one-hundred percent (100%) of the Committed Capacity set forth in Section 5.1, GULF POWER shall be entitled immediately to receive, draw upon, or retain, as the case may be, one-hundred percent (100%) of the Completion/Performance Security as liquidated damages free from any claim or right of any nature whatsoever of the QS, including any equity or right of redemption by the QS.

9.5.3 QS shall promptly, but in no event more than five (5) business days following any draws on the Completion/Performance Security, replenish the Completion/Performance Security to the amounts required herein.

9.6 The QS, as the Pledgor of the Completion/Performance Security, hereby pledges to GULF POWER, as the secured Party, as security for the achievement of the Capacity Delivery Date and satisfactory performance of its obligations hereunder, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Completion/Performance Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Completion/Performance Security, the security interest and lien granted hereunder on that Completion/Performance Security will be released immediately and, to the extent possible, without any further action by either party.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.10

10.1.4 After the close of each calendar quarter (March 31, June 30, September 30, and December 31) occurring subsequent to the Capacity Delivery Date, the QS shall provide to GULF POWER within ten (10) business days of the close of such calendar quarter with written assurance and documentation (the "Security Documentation"), in form and substance acceptable to GULF POWER, that the amount of the most recently provided Termination Security is sufficient to cover the balance of the Termination Fee. In addition to the foregoing, at any time during the term of this Contract, GULF POWER shall have the right to request, and the QS shall be obligated to deliver within five (5) business days of such request, such Security Documentation. Failure by the QS to comply with the requirements of this Section 10.1.3 shall be grounds for GULF POWER to draw in full on any existing Termination Fee Letter of Credit or Termination Fee Bond or to retain any Termination Fee Cash Collateral, and to exercise any other remedies it may have hereunder to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER.

10.1.5 Upon any termination of this Contract following the Capacity Delivery Date, GULF POWER shall be entitled to receive (and in the case of the Termination Fee Letter of Credit or Termination Fee Bond, draw upon such Termination Fee Letter of Credit or Termination Fee Bond) and retain one- hundred percent (100%) of the Termination Security to be applied against any Termination Fee that may be due and owing to GULF POWER or that may in the future be due and owing to GULF POWER. GULF POWER will transfer to the QS any proceeds and Termination Security remaining after liquidation, set-off and/or application under this Article after satisfaction in full of all amounts payable by the QS with respect to any Termination Fee or other obligations due to GULF POWER; the QS in all events will remain liable for any amounts remaining unpaid after any liquidation, set-off and/or application under this Article.

10.2 The QS, as the Pledgor of the Termination Security, hereby pledges to GULF POWER, as the secured Party, as security for the Termination Fee, and grants to GULF POWER a first priority continuing security interest in, lien on and right of set-off against all Termination Security transferred to or received by GULF POWER hereunder. Upon the transfer or return by GULF POWER to the QS of Termination Security, the security interest and lien granted hereunder on that Termination Security will be released immediately and, to the extent possible, without any further action by either party.

10.3 In lieu of any interest, dividends or other amounts paid or deemed to have been paid with respect to Termination Fee Cash Collateral held by GULF POWER (all of which may be retained by GULF POWER), GULF POWER will transfer to the QS on a monthly basis the Interest Amount, Pursuant to Section 9.7.

11. Performance Factor

GULF POWER desires to provide an incentive to the QS to operate the Facility during on-peak and off-peak periods in a manner which approximates the projected performance of GULF POWER's Avoided Unit. A formula to achieve this objective is attached as Appendix B.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.11

12. Default

Notwithstanding the occurrence of any Force Majeure as described in Section 16, each of the following shall constitute an Event of Default:

12.1 The QS fails to meet the applicable requirements specified in Section 1 of this Contract.;

12.2 The QS changes or modifies the Facility from that provided in Section 1 with respect to its type, location, technology or fuel source, without prior written approval from GULF POWER.;

12.3 After the Capacity Delivery Date, the Facility fails, for twelve (12) consecutive months, to maintain an Annual Capacity Billing Factor, as described in Appendix B, of at least 80%.;

12.4 The QS fails to comply with any of the provisions of Section 9.0 hereof (Completion/Performance Security).

12.5 The QS fails to comply with any of the provisions of Section 10.0 hereof (Termination Security).;

12.6 The QS ceases the conduct of active business; or if proceedings under the federal bankruptcy law or insolvency laws shall be instituted by or for or against the QS or if a receiver shall be appointed for the QS or any of its assets or properties; or if any part of the QS's assets shall be attached, levied upon, encumbered, pledged, seized or taken under any judicial process, and such proceedings shall not be vacated or fully stayed within 30 days thereof; or if the QS shall make an assignment for the benefit of creditors, or admit in writing its inability to pay its debts as they become due.

12.7 The QS fails to give proper assurance acceptable to GULF POWER of adequate performance as specified under this Contract within 30 days after GULF POWER, with reasonable grounds for insecurity, has requested in writing such assurance-.

12.8 The QS materially fails to perform as specified under this Contract, including, but not limited to, the QS's obligations under any part of Sections 8, and 18.

12.9 The QS fails to achieve the permitting, licensing, certification, and all federal, state and local governmental environmental and licensing approvals required to initiate construction of the Facility by no later than one year prior to Guaranteed Capacity Date.

12.10 The QS fails to comply with any of the provisions of Section 18.3 hereof (Project Management).

12.11 Any of the representations or warranties made by the QS in this Contract is false or misleading in any material respect.

12.12 The occurrence of an event of default by the QS under the Interconnection Agreement or any applicable Wheeling Agreement;

12.13 The QS fails to satisfy its obligations under Section 18.14 hereof (Assignment).

12.14 The QS fails to deliver to GULF POWER in accordance with this Contract any energy or firm capacity required to be delivered hereunder or the delivery or sale of any such energy and firm capacity to an entity other than GULF POWER.

12.15 The QS fails to perform any material covenant or obligation under this Contract not specifically mentioned in this Section 12.

12.16 If at any time after the Capacity Delivery Date, the QS reduces the Committed Capacity due to an event of Force Majeure and fails to repair the Facility and reset the Committed Capacity to the level set forth in Section 5.1 (as such level may be reduced by Section 5.3) within twelve (12) months following the occurrence of such event of Force Majeure.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.12

13. GULF POWER's Rights in the Event of Default

13.1 Upon the occurrence of any of the Events of Default in Section 12, GULF POWER may:

- (a) terminate this Contract, without penalty or further obligation, except as set forth in Section 13.2, by written notice to the QS, and offset against any payment(s) due from GULF POWER to the QS, any monies otherwise due from the QS to GULF POWER;
- (b) draw on the Completion/Performance Security pursuant to Section 9 or collect the Termination Fee pursuant to Section 10 as applicable; and
- (c) exercise any other remedy(ies) which may be available to GULF POWER at law or in equity.

13.2 In the case of an Event of Default, the QS recognizes that any remedy at law may be inadequate because this Contract is unique and/or because the actual damages of GULF POWER may be difficult to reasonably ascertain. Therefore, the QS agrees that GULF POWER shall be entitled to pursue an action for specific performance, and the QS waives all of its rights to assert as a defense to such action that GULF POWER's remedy at law is adequate.

13.3 Termination shall not affect the liability of either party for obligations arising prior to such termination or for damages, if any, resulting from any breach of this Contract.

14. Indemnification/Limits

14.1 GULF POWER and the QS shall each be responsible for its own facilities. GULF POWER and the QS shall each be responsible for ensuring adequate safeguards for other GULF POWER customers, GULF POWER's and the QS's personnel and equipment, and for the protection of its own generating system. Each party (the "Indemnifying Party") agrees, to the extent permitted by applicable law, to indemnify, pay, defend, and hold harmless the other party (the "Indemnified Party") and its officers, directors, employees, agents and contractors (hereinafter called respectively, "GULF POWER Entities" and "QS Entities") from and against any and all claims, demands, costs, or expenses for loss, damage, or injury to persons or property of the Indemnified Party (or to third parties) caused by, arising out of, or resulting from: (a) a breach by the Indemnifying Party of its covenants, representations, and warranties or obligations hereunder; (b) any act or omission by the Indemnifying Party or its contractors, agents, servants or employees in connection with the installation or operation of its generation system or the operation thereof in connection with the other Party's system; (c) any defect in, failure of, or fault related to, the Indemnifying Party's generation system; (d) the negligence or willful misconduct of the Indemnifying Party or its contractors, agents, servants or employees; or (e) any other event, act or incident, including the transmission and use of electricity, that is the result of, or proximately caused by, the Indemnifying Party or its contractors, agents, servants or employees.

14.2 Payment by an Indemnified Party will not be a condition precedent to the obligations of the Indemnifying Party under Section 14. No Indemnified Party under Section 14 shall settle any claim for which it claims indemnification hereunder without first allowing the Indemnifying Party the right to defend such a claim. The Indemnifying Party shall have no obligations under Section 14 in the event of a breach of the foregoing sentence by the Indemnified Party. Section 14 shall survive termination of this Agreement.

14.3 Limitation on Consequential, Incidental and Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE QS NOR GULF POWER, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS CONTRACT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND MISREPRESENTATION), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.13

ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN

EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT LIABILITY OR DAMAGES UNDER ANY THIRD PARTY CLAIMS OR THE LIABILITY OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

15. Insurance

15.1 The QS shall procure or cause to be procured, and shall maintain throughout the entire term of this Contract, a policy or policies of liability insurance issued by an insurer acceptable to GULF POWER on a standard "Insurance Services Office" commercial general liability form (such policy or policies, collectively, the "QS Insurance"). A certificate of insurance shall be delivered to GULF POWER at least fifteen (15) calendar days prior to the start of any interconnection work. At a minimum, the QS Insurance shall contain (a) an endorsement providing coverage, including products liability/completed operations coverage for the term of this Contract, and (b) a broad form contractual liability endorsement covering liabilities (i) which might arise under, or in the performance or nonperformance of, this Contract and the Interconnection Agreement, or (ii) caused by operation of the Facility or any of the QS's equipment or by the QS's failure to maintain the Facility or the QS's equipment in satisfactory and safe operating condition. Effective at least fifteen (15) calendar days prior to the synchronization of the Facility with GULF POWER's system, the QS Insurance shall be amended to include coverage for interruption or curtailment of power supply in accordance with industry standards. Without limiting the foregoing, the QS Insurance must be reasonably acceptable to GULF POWER. Any premium assessment or deductible shall be for the account of the QS and not GULF POWER.

15.2 The QS Insurance shall have a minimum limit of one million dollars (\$1,000,000) per occurrence, combined single limit, for bodily injury (including death) or property damage.

15.3 In the event that such insurance becomes totally unavailable or procurement thereof becomes commercially impracticable, such unavailability shall not constitute an Event of Default under this Contract, but GULF POWER and the QS shall enter into negotiations to develop substitute protection which the Parties in their reasonable judgment deem adequate.

15.4 To the extent that the QS Insurance is on a "claims made" basis, the retroactive date of the policy(ies) shall be the effective date of this Contract or such other date as may be agreed upon to protect the interests of the GULF POWER Entities and the QS Entities. Furthermore, to the extent the QS Insurance is on a "claims made" basis, the QS's duty to provide insurance coverage shall survive the termination of this Contract until the expiration of the maximum statutory period of limitations in the State of Florida for actions based in contract or in tort. To the extent the QS Insurance is on an "occurrence" basis, such insurance shall be maintained in effect at all times by the QS during the term of this Contract.

15.5 The QS Insurance shall provide that it may not be cancelled or materially altered without at least thirty (30) calendar days' written notice to GULF POWER. The QS shall provide GULF POWER with a copy of any material communication or notice related to the QS Insurance within ten (10) business days of the QS's receipt or issuance thereof.

15.6 The QS shall be designated as the named insured and GULF POWER shall be designated as an additional named insured under the QS Insurance. The QS Insurance shall be endorsed to be primary to any coverage maintained by GULF POWER.

16. Force Majeure

Force Majeure is defined as an event or circumstance that is not within the reasonable control of, or the result of the negligence of, the affected party, and which, by the exercise of due diligence, the affected party is unable to overcome, avoid, or cause to be avoided in a commercially reasonable manner. Such events or circumstances may include, but are not limited to, acts of God, war, riot or insurrection, blockades, embargoes, sabotage, epidemics, explosions and fires not originating in the Facility or caused by its operation, hurricanes, floods, strikes, lockouts or other labor disputes, difficulties (not caused by the failure of the affected party to comply with the terms of a collective bargaining agreement), or actions or restraints by court order or governmental authority or arbitration award. Force Majeure shall not include (a) the QS's ability to sell capacity and energy to another market at a more advantageous price; (b) equipment breakdown or inability to use equipment caused by its design, construction, operation, maintenance or inability to meet regulatory standards, or otherwise caused by an event originating in the Facility; (c)) a failure of performance of any other entity, including any entity providing electric transmission service to the QS, except to the extent that such failure was caused by an event that would otherwise qualify as a Force Majeure event; (d) failure of the QS to timely apply for or obtain permits.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.14

16.1 Except as otherwise provided in this Contract, each party shall be excused from performance when its nonperformance was caused, directly or indirectly by an event of Force Majeure.

16.2 In the event of any delay or nonperformance resulting from an event of Force Majeure, the party claiming Force Majeure shall notify the other party in writing within two (2) business days of the occurrence of the event of Force Majeure, of the nature, cause, date of commencement thereof and the anticipated extent of such delay, and shall indicate whether any deadlines or date(s), imposed hereunder may be affected thereby. The suspension of performance shall be of no greater scope and of no greater duration than the cure for the Force Majeure requires. A party claiming Force Majeure shall not be entitled to any relief therefore unless and until conforming notice is provided. The party claiming Force Majeure shall notify the other party of the cessation of the event of Force Majeure or of the conclusion of the affected party's cure for the event of Force Majeure, in either case within two (2) business days thereof.

16.3 The party claiming Force Majeure shall use its best efforts to cure the cause(s) preventing its performance of this Contract; provided, however, the settlement of strikes, lockouts and other labor disputes shall be entirely within the discretion of the affected party, and such party shall not be required to settle such strikes, lockouts or other labor disputes by acceding to demands which such party deems to be unfavorable.

16.4 If the QS suffers an occurrence of an event of Force Majeure that reduces the generating capability of the Facility below the Committed Capacity, the QS may, upon notice to GULF POWER, temporarily adjust the Committed Capacity as provided in Sections 16.5 and 16.6. Such adjustment shall be effective the first calendar day immediately following GULF POWER's receipt of the notice or such later date as may be specified by the QS. Furthermore, such adjustment shall be the minimum amount necessitated by the event of Force Majeure.

16.5 If the Facility is rendered completely inoperative as a result of Force Majeure, the QS shall temporarily set the Committed Capacity equal to 0 KW until such time as the Facility can partially or fully operate at the Committed Capacity that existed prior to the Force Majeure. If the Committed Capacity is 0 KW, GULF POWER shall have no obligation to make capacity payments hereunder.

16.6 If, at any time during the occurrence of an event of Force Majeure or during its cure, the Facility can partially or fully operate, then the QS shall temporarily set the Committed Capacity at the maximum capability that the Facility can reasonably be expected to operate.

16.7 Upon the cessation of the event of Force Majeure or the conclusion of the cure for the event of Force Majeure, the Committed Capacity shall be restored to the Committed Capacity that existed immediately prior to the Force Majeure. Notwithstanding any other provision of this Contract, upon such cessation or cure, GULF POWER shall have the right to require a Committed Capacity Test to demonstrate the Facility's compliance with the requirements of this section 16.7. Any Committed Capacity Test required by GULF POWER under this Section shall be additional to any Committed Capacity Test under Section 5.3.

16.8 During the occurrence of an event of Force Majeure and a reduction in Committed Capacity under Section 16.4, all Monthly Capacity Payments shall reflect, pro rata, the reduction in Committed Capacity, and the Monthly Capacity Payments will continue to be calculated in accordance with the pay-for-performance provisions in Appendix B.

16.9 The QS agrees to be responsible for and pay the costs necessary to reactivate the Facility and/or the interconnection with GULF POWER's system if the same is (are) rendered inoperable due to actions of the QS, its agents, or Force Majeure events affecting the QS, the Facility or the interconnection with GULF POWER. GULF POWER agrees to reactivate, at its own cost, the interconnection with the Facility in circumstances where any interruptions to such interconnections are caused by GULF POWER or its agents.

17. Representations, Warranties, and Covenants of QS

The QS represents and warrants that as of the Effective Date and for the term of this Contract:

17.1 Organization, Standing and Qualification

The QS is a _____(corporation, partnership, or other, as applicable) duly organized and validly existing in good standing under the laws of _____and has all necessary power and authority to carry on its business as presently conducted, to own or hold under lease its properties and to enter into and perform its obligations under this Contract and all other related documents and agreements to which it is or shall be a Party. The QS is duly qualified or licensed to do business in the State of Florida and in all other jurisdictions wherein the nature of its business and operations or the character of the properties owned or leased by it makes such qualification or licensing necessary and where the failure to be so qualified or licensed would impair its ability to perform its obligations under this Contract or would result in a material liability to or would have a material adverse effect on GULF POWER.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.15

17.2 Due Authorization, No Approvals, No Defaults, etc.

Each of the execution, delivery and performance by the QS of this Contract has been duly authorized by all necessary action on the part of the QS, does not require any approval, except as has been heretofore obtained, of the _____ (shareholders, partners, or others, as applicable) of the QS or any consent of or approval from any trustee, lessor or holder of any indebtedness or other obligation of the QS, except for such as have been duly obtained, and does not contravene or constitute a default under any law, the _____ (articles of incorporation, bylaws, or other as applicable) of the QS, or any agreement, judgment, injunction, order, decree or other instrument binding upon the QS, or subject the Facility or any component part thereof to any lien other than as contemplated or permitted by this Contract. This Contract constitutes QS's legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy laws from time to time in effect that affect creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in equity or at law).

17.3 Compliance with Laws

The QS has knowledge of all laws and business practices that must be followed in performing its obligations under this Contract. The QS is in compliance with all laws, except to the extent that failure to comply therewith would not, in the aggregate, have a material adverse effect on the QS or GULF POWER.

17.4 Governmental Approvals

Except as expressly contemplated herein, neither the execution and delivery by the QS of this Contract, nor the consummation by the QS of any of the transactions contemplated thereby, requires the consent or approval of, the giving of notice to, the registration with, the recording or filing of any document with, or the taking of any other action in respect of governmental authority, except in respect of permits (a) which have already been obtained and are in full force and effect or (b) are not yet required (and with respect to which the QS has no reason to believe that the same will not be readily obtainable in the ordinary course of business upon due application therefore).

17.5 No Suits, Proceedings

There are no actions, suits, proceedings or investigations pending or, to the knowledge of the QS, threatened against it at law or in equity before any court or tribunal of the United States or any other jurisdiction which individually or in the aggregate could result in any materially adverse effect on the QS's business, properties, or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations under this Contract. The QS has no knowledge of a violation or default with respect to any law which could result in any such materially adverse effect or impairment. The QS is not in breach of, in default under, or in violation of, any applicable Law, or the provisions of any authorization, or in breach of, in default under, or in violation of, or in conflict with any provision of any promissory note, indenture or any evidence of indebtedness or security therefore, lease, contract, or other agreement by which it is bound, except for any such breaches, defaults, violations or conflicts which, individually or in the aggregate, could not reasonably be expected to have a material adverse effect on the business or financial condition of Buyer or its ability to perform its obligations hereunder.

17.6 Environmental Matters

17.6.1 QS Representations

To the best of its knowledge after diligent inquiry, the QS knows of no (a) existing violations of any environmental laws at the Facility, including those governing hazardous materials or (b) pending, ongoing, or unresolved administrative or enforcement investigations, compliance orders, claims, demands, actions, or other litigation brought by governmental authorities or other third parties alleging violations of any environmental law or permit which would materially and adversely affect the operation of the Facility as contemplated by this Contract.

17.6.2 Ownership and Offering For Sale Of Renewable Energy Attributes

The QS retains any and all rights to own and to sell any and all environmental attributes associated with the electric generation of the Facility, including but not limited to, any and all renewable energy certificates, "green tags" or other tradable environmental interests (collectively "RECs"), of any description.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.16

17.6.3 Changes in Environmental and Governmental Regulations

If new environmental and other regulatory requirements enacted during the term of the Contract change GULF POWER's full avoided cost of the unit on which the Contract is based, either party can elect to have the contract reopened.

17.7 Interconnection/Wheeling Agreement

The QS has executed an interconnection agreement with GULF POWER, or represents or warrants that it has entered into a valid and enforceable Interconnection Agreement with the utility in whose service territory the Facility is located, pursuant to which the QS assumes contractual responsibility to make any and all transmission-related arrangements (including control area services) between the QS and the transmitting utility for delivery of the Facility's capacity and energy to GULF POWER.

17.8 Technology and Generator Capabilities

That for the term of this Contract the Technology and Generator Capabilities table set forth in Section 1 is accurate and complete.

18. General Provisions

18.1 Project Viability

To assist GULF POWER in assessing the QS's financial and technical viability, the QS shall provide the information and documents requested in Appendix D or substantially similar documents, to the extent the documents apply to the type of Facility covered by this Contract, and to the extent the documents are available. All documents to be considered by GULF POWER must be submitted at the time this Contract is presented to GULF POWER. Failure to provide the following such documents may result in a determination of non-viability by GULF POWER.

18.2 Permits; Site Control

The QS hereby agrees to obtain and maintain Permits which the QS is required to obtain as a prerequisite to engaging in the activities specified in this Contract. QS shall also obtain and maintain Site Control for the Term of the Contract.

18.3 Project Management

18.3.1 If requested by GULF POWER, the QS shall submit to GULF POWER its integrated project schedule for GULF POWER's review within sixty calendar days from the execution of this Contract, and a start-up and test schedule for the Facility at least sixty calendar days prior to start-up and testing of the Facility. These schedules shall identify key licensing, permitting, construction and operating milestone dates and activities. If requested by GULF POWER, the QS shall submit progress reports in a form satisfactory to GULF POWER every calendar month until the Capacity Delivery Date and shall notify GULF POWER of any changes in such schedules within ten calendar days after such changes are determined. GULF POWER shall have the right to monitor the construction, start-up and testing of the Facility, either on-site or off-site. GULF POWER's technical review and inspections of the Facility and resulting requests, if any, shall not be construed as endorsing the design thereof or as any warranty as to the safety, durability or reliability of the Facility.

18.3.2 The QS shall provide GULF POWER with the final designer's/manufacturer's generator capability curves, protective relay types, proposed protective relay settings, main one-line diagrams, protective relay functional diagrams, and alternating current and direct current elementary diagrams for review and inspection at GULF POWER no later than one hundred eighty calendar days prior to the initial synchronization date.

18.4 Assignment

This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. This Agreement shall not be assigned or transferred by either Party without the prior written consent of the other Party, such consent to be granted or withheld in such other Party's sole discretion. Any direct or indirect change of control of QS (whether voluntary or by operation of law) shall be deemed an assignment and shall require the prior written consent of GULF POWER. Notwithstanding the foregoing, either Party may, without the consent of the other Party, assign or transfer this Agreement: (a) to any lender as collateral security for obligations under any financing documents entered into with such lender provided, QS shall be responsible for GULF POWER's reasonable costs and expenses associated with the review, negotiation, execution and delivery of any documents or information pursuant to such collateral assignment, including reasonable attorneys' fees (b) to an affiliate of such Party; *provided*, that such affiliate's creditworthiness is equal to or better than that of such Party (and in no event less than Investment Grade) as determined reasonably by the non-assigning or non-transferring Party and; *provided, further*, that any such affiliate shall agree in writing to be bound by and to assume the terms and conditions hereof and any and all obligations to the non-assigning or non-transferring Party arising or accruing hereunder from and after the date of such assumption. "Investment Grade" means BBB- or above from Standard & Poor's Corporation or Baa2 or above from Moody's Investor Services.

18.5 Disclaimer

In executing this Contract, GULF POWER 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 QS or any assignee of this Contract.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.17

18.6 Notification

All formal notices relating to this Contract shall be deemed duly given when delivered in person, or sent by registered or certified mail, or sent by fax if followed immediately with a copy sent by registered or certified mail, to the individuals designated below. The Parties designate the following individuals to be notified or to whom payment shall be sent until such time as either Party furnishes the other Party written instructions to contact another individual:

For the QS:

For GULF POWER:

Gulf Power Company

700 Universe Boulevard
Juno Beach, FL 33408
Attn: EMT Contracts Department

This signed Contract and all related documents may be presented no earlier than 8:00 a.m. on the effective date of the Standard Offer Contract, as determined by the FPSC. Contracts and related documents may be mailed to the address below or delivered during normal business hours (8:00 a.m. to 4:45 p.m.) to the visitors' entrance at the address below:

Gulf Power Company
700 Universe Boulevard, Juno Beach, FL 33408 Attention: Contracts Manager/Coordinator
EMT Contracts Department

18.7 Applicable Law

This Contract shall be construed in accordance with and governed by, and the rights of the Parties shall be construed in accordance with, the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, performance and remedies, without regard to conflict of law rules thereof.

18.8 Venue

The Parties hereby irrevocably submit to the exclusive jurisdiction of the United States District Court for the Southern District of Florida or, in the event that jurisdiction for any matter cannot be established in the United States District Court for the Southern District of Florida, in the state court for Palm Beach County, Florida, solely in respect of the interpretation and enforcement of the provisions of this Contract and of the documents referred to in this Contract, and in respect of the transactions contemplated hereby, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Contract or any such document may not be enforced in or by such courts, and the Parties hereto irrevocably agree that all claims with respect to such action or proceeding shall be heard and determined in such a court. The Parties hereby consent to and grant any such court jurisdiction over the persons of such Parties solely for such purpose and over the subject matter of such dispute and agree that mailing of process or other papers in connection with any such action or proceeding in the manner provided in Section 18.8 hereof or in such other manner as may be permitted by Law shall be valid and sufficient service thereof.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.18

18.9. Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS CONTRACT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT A PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION RESULTING FROM, ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (a) NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (b) EACH PARTY UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (c) EACH PARTY MAKES THIS WAIVER VOLUNTARILY AND (d) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS CONTRACT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 18.9

18.10 Taxation

In the event that GULF POWER becomes liable for additional taxes, including interest and/or penalties arising from an Internal Revenue Service's determination, through audit, ruling or other authority, that GULF POWER's payments to the QS for capacity under Options B, C, D, E or for energy pursuant to the Fixed Firm Energy Payment Option D are not fully deductible when paid (additional tax liability), GULF POWER may bill the QS monthly for the costs, including carrying charges, interest and/or penalties, associated with the fact that all or a portion of these capacity payments are not currently deductible for federal and/or state income tax purposes. GULF POWER, at its option, may offset these costs against amounts due the QS hereunder. These costs would be calculated so as to place GULF POWER in the same economic position in which it would have been if the entire capacity payments had been deductible in the period in which the payments were made. If GULF POWER decides to appeal the Internal Revenue Service's determination, the decision as to whether the appeal should be made through the administrative or judicial process or both, and all subsequent decisions pertaining to the appeal (both substantive and procedural), shall rest exclusively with GULF POWER.

18.11 Severability

If any part of this Contract, for any reason, is declared invalid, or unenforceable by a public authority of appropriate jurisdiction, then such decision shall not affect the validity of the remainder of the Contract, which remainder shall remain in force and effect as if this Contract had been executed without the invalid or unenforceable portion.

18.12 Complete Agreement and Amendments

All previous communications or agreements between the Parties, whether verbal or written, with reference to the subject matter of this Contract are hereby abrogated. No amendment or modification to this Contract shall be binding unless it shall be set forth in writing and duly executed by both Parties. This Contract constitutes the entire agreement between the Parties.

18.13 Survival of Contract

This Contract, as it may be amended from time to time, shall be binding upon, and inure to the benefit of, the Parties' respective successors-in-interest and legal representatives.

18.14 Record Retention

The QS agrees to retain for a period of five (5) years from the date of termination hereof all records relating to the performance of its obligations hereunder, and to cause all QS Entities to retain for the same period all such records.

18.15 No Waiver

No waiver of any of the terms and conditions of this Contract shall be effective unless in writing and signed by the Party against whom such waiver is sought to be enforced. Any waiver of the terms hereof shall be effective only in the specific instance and for the specific purpose given. The failure of a Party to insist, in any instance, on the strict performance of any of the terms and conditions hereof shall not be construed as a waiver of such Party's right in the future to insist on such strict performance.

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
Original Sheet No. 9.100.19

18.16 Set-Off

GULF POWER may at any time, but shall be under no obligation to, set off any and all sums due from the QS against sums due to the QS hereunder.

18.17 Assistance With GULF POWER's evaluation of FIN 46R

Accounting rules set forth in Financial Accounting Standards Board Interpretation No. 46 (Revised December 2003) ("FIN 46R"), as well as future amendments and interpretations of those rules, may require GULF POWER to evaluate whether the QS must be consolidated, as a variable interest entity (as defined in FIN 46R), in the consolidated financial statements of GULF POWER. The QS agrees to fully cooperate with GULF POWER and make available to GULF POWER all financial data and other information, as deemed necessary by GULF POWER, to perform that evaluation on a timely basis at inception of the PPA and periodically as required by FIN 46R. If the result of an evaluation under FIN 46R indicates that the QS must be consolidated in the financial statements of GULF POWER, the QS agrees to provide financial statements, together with other required information, as determined by GULF POWER, for inclusion in disclosures contained in the footnotes to the financial statements and in GULF POWER's required filings with the Securities and Exchange Commission ("SEC"). The QS shall provide this information to GULF POWER in a timeframe consistent with GULF POWER's earnings release and SEC filing schedules, to be determined at GULF POWER's discretion. The QS also agrees to fully cooperate with GULF POWER and GULF POWER's independent auditors in completing an assessment of the QS's internal controls as required by the Sarbanes-Oxley Act of 2002 and in performing any audit procedures necessary for the independent auditors to issue their opinion on the consolidated financial statements of GULF POWER. GULF POWER will treat any information provided by the QS in satisfying Section 18.17 as confidential information and shall only disclose such information to the extent required by accounting and SEC rules and any applicable laws.

IN WITNESS WHEREOF, the QS and GULF POWER executed this Contract this _____ day of _____.

WITNESS:

GULF POWER COMPANY

Date _____

WITNES:

_____(QS)

Date _____

ISSUED BY: Tiffany Cohen

EFFECTIVE: June 9, 2020

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.115
Canceling Original Sheet No. 9.115

**STANDARD INTERCONNECTION AGREEMENT FOR
NON-EXPORT PARALLEL OPERATORS 10 MVA OR LESS**

This Agreement is made and entered into this _____ day of _____, 20____, by and between _____ (hereinafter called "Customer"), located at _____ in _____, Florida and Gulf Power Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

WITNESSETH:

WHEREAS, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a Customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

WHEREAS, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

NOW, THEREFORE, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.116
Canceling Original Sheet No. 9.116

(Continued from Agreement, Sheet No. 9.115)

2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the Protection and Control Department of the Company.
3. The Customer shall provide a copy of the manufacturer's installation, operation and maintenance instructions to the Company. If the NPO is leased to the Customer by a third party, or if operation or maintenance of the NPO is to be performed by a third party, the lease or performance agreements and any pertinent documents related to those agreements, shall be provided to the Company.
4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other Customers or with service furnished by others.
5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service.

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.117
Canceling Original Sheet No. 9.117

(Continued from Agreement, Sheet No. 9.116)

6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal. As an alternative to the foregoing insurance requirement, the Customer may self-insure upon receiving the Company's prior written approval. In the event that the Company approves Customer's request to self-insure, Customer shall provide proof of its continuing ability to self-insure to the Company on an annual basis, or more frequently if requested by the Company.
7. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
8. The Customer is responsible for the protection of its generation equipment, interconnection 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. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely. The Customer will maintain the minimum protection standards for Non-Export Parallel Operators 10 MVA or less as set forth in this Agreement.

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.118
Canceling Original Sheet No. 9.118

(Continued from Agreement, Sheet No. 9.117)

9. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or some other disconnect mechanism mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customer's main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.

10. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. If prior notice is not given, the utility shall at the time of disconnection leave a door hanger notifying the Customer that the NPO has been disconnected, including an explanation of the condition necessitating such action. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Conditions which may require the switch to be opened are:
 - Company utility system emergencies or maintenance requirements.
 - Hazardous conditions existing on the Company's utility system due to the operation of the Customer's NPO generation or protective equipment as determined by the Company.
 - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
 - Failure of the Customer to maintain the required insurance for the duration of this Agreement.

ISSUED BY: Charles S. Boyett **EFFECTIVE:** March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.119
Canceling Original Sheet No. 9.119

(Continued from Agreement, Sheet No. 9.118)

11. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost, claims or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer, its subsidiaries or affiliates, and their respective employees, officers and directors, may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.
12. 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 NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
13. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
14. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.120
Canceling Original Sheet No. 9.120

(Continued from Agreement, Sheet No. 9.119)

15. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
16. 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.
17. In executing this Agreement, 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 Customer or any assignee of this Agreement.
18. 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 it may be modified, changed, or amended from time to time.
19. 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.
20. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and 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 NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
First Revised Sheet No. 9.121
Canceling Original Sheet No. 9.121

(Continued from Agreement, Sheet No. 9.120)

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

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

23. Minimum Protection Standards for Non-Export Parallel Operators 10 MVA or Less

For a parallel, non-exporting installation, protection requirements include some or all of the following in accordance with the Protection and Control system study. The settings shall be determined as part of the design review.

Element	Element Description
50	Phase Inst. Overcurrent
50N	Neutral Inst Overcurrent
51	Phase Time Overcurrent
51N	Neutral Time Overcurrent
32-1	Reverse Power
62-1	Timer for 32
32-2	Reverse Power
62-2	Timer for 32
47	Negative Sequence Overvoltage
162	Timer for 47

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

GULF POWER COMPANY

Section No. IX
Second Revised Sheet No. 9.122
Canceling First Revised Sheet No. 9.122

(Continued from Agreement, Sheet No. 9.121)

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

GULF POWER COMPANY

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

CUSTOMER

By: _____
(Signature)

(Print or Type Name)

Title: _____

Date: _____

ISSUED BY: Charles S. Boyett

EFFECTIVE: March 29, 2019

Gulf Stand Alone 2022

Tier	Counts	Fixture	Present State			Proposed State				
			Maintenance	Energy	Total	Counts	Fixture	Maintenance	Energy	Total
B2	3,039	13,674	3,920	608	\$ 18,202	3,039	14,088	4,091	702	\$ 18,881
C2	6,258	28,163	8,073	2,503	\$ 38,739	6,258	29,014	8,426	2,697	\$ 40,137
C3	4,226	31,696	5,452	1,690	\$ 38,838	4,226	32,271	5,690	1,821	\$ 39,781
D7	198	3,860	255	119	\$ 4,234	198	3,887	267	125	\$ 4,279
E2	1,647	7,414	2,125	1,318	\$ 10,857	1,647	7,638	2,218	1,369	\$ 11,225
E3	5,411	40,580	6,980	4,329	\$ 51,889	5,411	41,316	7,285	4,496	\$ 53,097
F4	3,408	35,784	4,396	3,408	\$ 43,588	3,408	36,247	4,588	3,513	\$ 44,349
G3	1,554	11,657	2,005	1,865	\$ 15,527	1,554	11,868	2,093	1,913	\$ 15,874
H3	1,380	10,351	1,780	1,932	\$ 14,064	1,380	10,539	1,858	1,975	\$ 14,372
O4	355	3,723	457	993	\$ 5,173	355	3,771	477	1,004	\$ 5,252
P4	292	3,063	376	875	\$ 4,315	292	3,103	393	884	\$ 4,380
Fixtures	27,768	\$ 189,965	\$ 35,821	\$ 19,640	\$ 245,425	27,768	\$ 193,742	\$ 37,386	\$ 20,498	\$ 251,627
Wood Pole	588	4,557	-	-	\$ 4,557	588	4,557	-	-	\$ 4,557
Concrete Pole	504	8,845	-	-	\$ 8,845	504	8,845	-	-	\$ 8,845
Decorative Concrete Pole	336	7,459	-	-	\$ 7,459	624	13,853	-	-	\$ 13,853
Conversion Fee	9,464	14,007	-	-	\$ 14,007	9,464	14,007	-	-	\$ 14,007
TOTAL		\$ 224,833	\$ 35,821	\$ 19,640	\$ 280,294		\$ 235,004	\$ 37,386	\$ 20,498	\$ 292,889

Company	Rate Class	Bill Component	2022
Gulf Power	G - GSD/GSDT	Base Other - EDR	(\$2,738)
Gulf Power	G - LP/LPT	Base Other - EDR	(\$328,566)
Gulf Power	G - Major Accts	Base Other - CISR	(\$3,088,441)

Line No.	Methodologies: 12CP and 1/13th; w/o MDS	G - GS	G - GSD/GSDT	G - LP/LPT	G - Major Accts	G - OS	G - Residential	G - SBS
1	Customer							
2	Unit Costs (\$/Unit)							
3	Transmission Pull-Offs	0.000000	0.095039	0.000000	125.090203	0.000000	0.000000	970.127961
4	Distribution - Meters	4.796011	14.064148	34.772245	87.562535	0.000006	2.187587	386.571644
5	Distribution - Installation on Customer's Premises	0.093888	0.093633	0.093674	0.085573	0.000000	0.094505	0.031058
6	Distribution - Services	3.240647	3.414910	11.874374	24.600431	0.000000	3.259176	32.580741
7	Customer - Meter Reading	3.069866	3.412944	3.402800	3.459994	0.000008	3.323256	3.431046
8	Customer - Collections, Service and Sales	8.508376	8.485638	8.488877	8.474646	0.007741	8.565018	8.446224
9	Customer - Miscellaneous Expenses	0.798178	2.063723	5.205884	13.969285	0.000349	0.355588	64.698567
10	Customer - Field Collection - Late Pay Charges	(0.873187)	(0.371569)	0.000000	(0.113374)	(0.000005)	(1.087082)	0.000000
11	Customer - Initial Connection Charges	(0.019000)	(0.008085)	0.000000	(0.002467)	(0.000000)	(0.023655)	0.000000
12	Customer - Connection of Existing Acct Charges	(0.466757)	(0.187884)	0.000000	(0.062900)	(0.000003)	(0.339200)	0.000000
13	Customer - Reconnection Charges	(0.003083)	0.000000	0.000000	0.000000	0.000000	(0.200060)	0.000000
14	Customer - Returned Check Charges	(0.014603)	(0.018262)	0.000000	0.000000	0.000000	(0.063839)	0.000000
15	Customer - Current Diversion Charges	(0.023817)	(0.010135)	0.000000	(0.003092)	(0.000000)	(0.029651)	0.000000
16	Customer - Other Billings (Charges)	(0.071865)	(0.071672)	(0.071700)	(0.071580)	(0.000065)	(0.072343)	(0.071340)
17	Subtotal Unit Costs (\$/Unit)	19.034653	30.962427	63.766154	262.989254	0.008031	15.969301	1465.815901
18								
19	Present Customer Charge	25.25	46.92	262.8	1000		0.64/day	261.68
20	Proposed Customer Charge	29.34	63.27	364.9	1840.53		0.82/day	262.06

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: Trace how the billing determinants were derived from the preliminary forecasts used for test year budget. Provide supporting assumptions and details of forecasting techniques. Reconcile the billing determinants with the forecast by customer class determinants with the forecast by customer class in the Ten-Year-Site Plan.

Type of Data Shown:
 Projected Test Year Ended 12/31/22
 Prior Year Ended ___/___/___
 Historical Test Year Ended ___/___/___

COMPANY: GULF POWER COMPANY

Witness: Tiffany C. Cohen, Jun K. Park

DOCKET NO.: 20210015-EI

Line No.

(1)

1 The Rates and Tariffs Department produces Gulf's Base Revenue forecast using historical data and the official company forecast of customers and kWh sales which are
2 forecasted by month at the revenue class level (e.g. residential, commercial, industrial, etc.).
3
4

5 The Rates & Tariffs Department then estimates billing determinants and associated base revenues by rate schedule.
6 The steps followed in the estimating process are as outlined below.
7

8 (1) The number of customers are allocated based on the historical average of each rate schedule's contribution to total customers in their respective revenue
9 class through the 12-months ending September 2020.
10

11 (2) Change in the number of customers in the Residential revenue class was allocated to the RS rate schedule. All other rate schedules in the Residential
12 revenue class were held to constant values.
13

14 (3) Change in the number of customers in the Commercial revenue class was allocated to the GS and GSD rate schedules. All other rate schedules in the
15 Commercial revenue class were held to constant values.
16

17 (4) kWh sales are allocated based on the historical average of each rate schedule's contribution to the total sales in their respective revenue class through
18 the 12-months ending September 2020.
19

20 (5) kW demand is estimated for each rate schedule based on the historical relationships between sales and billing demand.
21

22 (6) Base revenues are forecasted by applying the appropriate rates to the forecasted billing determinants for each rate schedule.
23

24 (7) Outdoor and Street Lighting projected billing determinants are based on the historical relationships between existing customers and number of
25 components and projected changes in the number of customers moving to LED Lighting.
26
27
28
29
30
31

CUSTOMERS BY VOLTAGE LEVEL

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: Provide a schedule of the number of customers served at transmission, sub-transmission, primary distribution, and secondary distribution voltages by rate schedule for the test year and prior year. Customers served directly from a company-owned substation must be listed under the voltage level at which they are served.

Type of Data Shown:
 X Projected Test Year Ended 12/31/22
 _ Prior Year Ended __/__/__
 _ Historical Test Year Ended __/__/__

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

	(1)	(2)	(3)	(4)	(5)
Line No.	Rate Class	TRANSMISSION VOLTAGE CUSTOMERS	PRIMARY DISTRIBUTION VOLTAGE CUSTOMERS	SECONDARY DISTRIBUTION VOLTAGE CUSTOMERS	TOTAL CUSTOMERS
1	<u>RETAIL</u>				
2	G - GS			34,246	34,246
3	G - GSD/GSDT	1	30	15,647	15,678
4	G - LP/LPT		18	184	202
5	G - Major Accts	11	29	89	130
6	G - OS			10,267	10,267
7	G - Residential			418,415	418,415
8	G - SBS	2	1		3
9	TOTAL RETAIL	14	79	478,849	478,941
10					
11	<u>WHOLESALE</u>				
12	G - FPU (INT)	1			1
13	G - FPU (PEAK)	1			1
14	TOTAL WHOLESALE	2			2
15					
16	TOTAL CUSTOMERS	16	79	478,849	478,943
17					
18					
19					
20					
21					
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FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: GULF POWER COMPANY
 DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:
 Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019
 Witness: Tara B. DuBose

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)		
Line No.	Rate Class	Month and Year	Estimated Coincident Peak (CP) kW	90% Confidence Interval kW	Estimated Class Peak (GNCP) kW	90% Confidence Interval kW	Estimated Customer Maximum Demand (NCP) kW	90% Confidence Interval kW	
1									
2	GS	Jan-19	55,888	8,735	59,696	6,943	129,663	15,197	
3		Feb-19	52,093	5,043	64,220	7,116	158,120	12,033	
4		Mar-19	45,671	7,956	56,804	9,753	129,251	12,822	
5		Apr-19	61,813	6,793	65,042	9,815	117,657	16,601	
6		May-19	61,512	6,662	67,228	13,567	112,459	20,186	
7		Jun-19	78,447	6,888	81,102	6,942	142,987	20,175	
8		Jul-19	69,747	6,800	80,590	5,246	133,886	15,906	
9		Aug-19	67,929	5,305	85,386	8,846	135,609	14,185	
10		Sep-19	62,436	5,613	91,372	9,247	139,780	15,571	
11		Oct-19	69,772	6,000	93,327	7,065	153,989	14,121	
12		Nov-19	62,130	11,593	67,567	17,439	138,675	16,904	
13		Dec-19	55,246	6,961	57,830	7,882	126,099	11,929	
14									
15									
16									
17	Annual Coincident Peak (CP):		78,447 (June)			Annual kWh:	328,640,315		
18									
19	12 Month Coincident Peak Average (12 CP):		61,890			12 CP Load Factor:	60.62%		
20									
21	Class Peak (GNCP):		93,327 (October)			GNCP Load Factor:	40.20%		
22									
23	Customers Maximum Demand (NCP):		158,120 (February)			NCP Load Factor:	23.73%		
24									
25									
26	Notes:	MFR is based on historical data from Gulf's 2019 Load Research Study.							
27									
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34									
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FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: GULF POWER COMPANY

DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:

Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
Line No.	Rate Class	Month and Year	Estimated Coincident Peak (CP) kW	90% Confidence Interval kW	Estimated Class Peak (GNCP) kW	90% Confidence Interval kW	Estimated Customer Maximum Demand (NCP) kW	90% Confidence Interval kW
1								
2	GSD	Jan-19	266,410	19,440	343,738	28,959	581,412	37,783
3		Feb-19	261,618	16,151	367,562	16,242	610,988	33,042
4		Mar-19	236,133	18,598	346,444	21,562	580,438	38,895
5		Apr-19	371,607	21,249	378,437	22,490	547,341	30,322
6		May-19	399,155	21,428	419,154	23,138	560,403	31,263
7		Jun-19	479,942	21,489	487,431	25,531	669,654	34,447
8		Jul-19	457,071	17,233	488,819	22,509	662,924	29,976
9		Aug-19	430,110	15,833	503,651	20,215	682,093	32,632
10		Sep-19	447,314	18,479	537,600	26,444	733,670	38,671
11		Oct-19	461,016	18,349	552,564	23,736	754,393	31,229
12		Nov-19	363,605	25,482	389,253	21,097	636,239	36,180
13		Dec-19	328,387	20,668	353,386	18,917	596,158	35,696
14								
15								
16								
17	Annual Coincident Peak (CP):		479,942 (June)			Annual kWh:	2,501,334,147	
18								
19	12 Month Coincident Peak Average (12 CP):		375,197			12 CP Load Factor:	76.10%	
20								
21	Class Peak (GNCP):		552,564 (October)			GNCP Load Factor:	51.68%	
22								
23	Customers Maximum Demand (NCP):		754,393 (October)			NCP Load Factor:	37.85%	
24								
25								
26	Notes: MFR is based on historical data from Gulf's 2019 Load Research Study. The GSD rate class includes the GSD, GSDT, and GSTOU rate schedules.							
27	The data provided reflects the aggregated rate schedules.							
28								
29								
30								
31								
32								
33								
34								
35								

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: GULF POWER COMPANY

DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:

Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

Line No.	(1) Rate Class	(2) Month and Year	(3) Actual Coincident Peak (CP) kW	(4) Actual Class Peak (GNCP) kW	(5) Actual Customer Maximum Demand (NCP) kW
1					
2	LP/LPT	Jan-19	84,947	102,386	119,276
3		Feb-19	85,973	112,679	115,212
4		Mar-19	79,314	103,314	124,071
5		Apr-19	111,344	111,586	126,847
6		May-19	112,471	112,730	140,966
7		Jun-19	130,591	130,591	144,387
8		Jul-19	122,844	130,565	144,324
9		Aug-19	127,236	131,512	149,675
10		Sep-19	135,720	140,647	146,756
11		Oct-19	131,887	135,370	140,119
12		Nov-19	81,614	107,850	122,147
13		Dec-19	86,546	106,599	119,097
14					
15					
16					
17	Annual Coincident Peak (CP):		135,720 (September)	Annual kWh:	826,617,738
18					
19	12 Month Coincident Peak Average (12 CP):		107,541	12 CP Load Factor:	87.75%
20					
21	Class Peak (GNCP):		140,647 (September)	GNCP Load Factor:	67.09%
22					
23	Customers Maximum Demand (NCP):		149,675 (August)	NCP Load Factor:	63.05%
24					
25					
26	Notes: MFR is based on historical data from Gulf's 2019 Load Research Study. The LP/LPT rate class includes LP and LPT rate schedules.				
27	The data provided reflects the aggregated rate schedules.				
28					
29					
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34					
35					

FLORIDA PUBLIC SERVICE COMMISSION

COMPANY: GULF POWER COMPANY

DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:

Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019

Witness: Tara B. DuBose

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	
Line No.	Rate Class	Month and Year	Estimated Coincident Peak (CP) kW	90% Confidence Interval kW	Estimated Class Peak (GNCP) kW	90% Confidence Interval kW	Estimated Customer Maximum Demand (NCP) kW	90% Confidence Interval kW
1								
2	RS/RSVP	Jan-19	950,714	84,973	1,063,326	113,453	2,375,963	169,720
3		Feb-19	1,020,861	89,763	1,155,987	108,070	2,915,259	176,269
4		Mar-19	774,168	80,789	1,033,687	121,372	2,258,035	185,954
5		Apr-19	725,250	58,668	823,124	69,864	2,145,796	199,765
6		May-19	838,111	65,875	943,759	66,454	1,884,296	175,621
7		Jun-19	1,089,186	60,411	1,184,808	66,822	2,391,004	157,074
8		Jul-19	1,181,669	67,627	1,364,854	74,062	2,500,664	154,324
9		Aug-19	1,070,990	44,533	1,226,541	53,224	2,490,523	148,868
10		Sep-19	1,263,674	54,159	1,313,932	56,363	2,556,919	142,408
11		Oct-19	1,319,678	64,548	1,357,938	64,415	2,892,419	167,116
12		Nov-19	777,189	75,944	1,071,631	107,452	2,395,891	172,474
13		Dec-19	801,995	74,463	1,016,049	92,490	2,503,056	176,998
14								
15								
16								
17	Annual Coincident Peak (CP):		1,319,678 (October)			Annual kWh:	5,528,121,218	
18								
19	12 Month Coincident Peak Average (12 CP):		984,457			12 CP Load Factor:	64.10%	
20								
21	Class Peak (GNCP):		1,364,854 (July)			GNCP Load Factor:	46.24%	
22								
23	Customers Maximum Demand (NCP):		2,915,259 (February)			NCP Load Factor:	21.65%	
24								
25								
26	Notes: MFR is based on historical data from Gulf's 2019 Load Research Study. The RS/RSVP rate class includes the RS and RSVP rate schedules.							
27	The data provided reflects the aggregated rate schedules.							
28								
29								
30								
31								
32								
33								
34								
35								

FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: GULF POWER COMPANY
 DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:
 Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019
 Witness: Tara B. DuBose

(1)	(2)	(3)	(4)	(5)	
Line No.	Rate Class	Month and Year	Actual Coincident Peak (CP) kW	Actual Class Peak (GNCP) kW	Actual Customer Maximum Demand (NCP) kW
1					
2	OS	Jan-19	19,104	26,221	25,934
3		Feb-19	21,225	29,589	29,320
4		Mar-19	26,249	27,498	27,337
5		Apr-19	5,136	31,225	30,885
6		May-19	5,023	31,751	31,439
7		Jun-19	5,218	33,635	33,330
8		Jul-19	4,868	32,036	31,652
9		Aug-19	4,810	32,120	31,592
10		Sep-19	5,239	29,406	29,186
11		Oct-19	5,401	26,031	26,030
12		Nov-19	26,245	27,134	26,868
13		Dec-19	24,680	24,680	24,554

14					
15					
16					
17	Annual Coincident Peak (CP):		26,249 (March)	Annual kWh:	147,783,063
18					
19	12 Month Coincident Peak Average (12 CP):		12,767	12 CP Load Factor:	132.14%
20					
21	Class Peak (GNCP):		33,635 (June)	GNCP Load Factor:	50.16%
22					
23	Customers Maximum Demand (NCP):		33,330 (June)	NCP Load Factor:	50.62%
24					
25					

Notes: MFR is based on historical data from FPL's 2019 Load Research Study. The lighting rate class combines the OS I and II street light and OS III traffic signal rate schedules into one lighting rate class. It is an unmetered rate class that is modeled based on usage characteristics. The usage characteristics for the OS I and II street light are modeled based on the estimated number of burn hours or estimated hours of operation in a year. The OS III traffic signal rate class is modeled based on a 100% load factor. These rate schedules were aggregated into one rate class by combining their separate load profiles prior to using the Mean Per Unit extrapolation technique to expand the historical data.

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:

Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019

COMPANY: GULF POWER COMPANY

Witness: Tara B. DuBose

DOCKET NO: 20210015-EI

(1)	(2)	(3)	(4)	(5)	
Line No.	Rate Class	Month and Year	Actual Coincident Peak (CP) kW	Actual Class Peak (GNCP) kW	Actual Customer Maximum Demand (NCP) kW
1					
2	MAJOR ACCOUNTS	Jan-19	225,533	246,788	303,433
3	RTP/CSA/PX/PXT	Feb-19	179,821	249,062	314,289
4		Mar-19	171,886	235,157	295,942
5		Apr-19	224,387	235,853	287,570
6		May-19	255,829	268,089	318,983
7		Jun-19	305,075	305,075	351,337
8		Jul-19	239,932	294,804	348,957
9		Aug-19	273,538	291,448	347,367
10		Sep-19	283,016	291,580	353,525
11		Oct-19	262,305	270,702	335,390
12		Nov-19	183,697	240,165	305,639
13		Dec-19	165,103	208,373	284,003
14					
15					
16					
17	Annual Coincident Peak (CP):		305,075 (June)	Annual kWh:	1,773,514,584
18					
19	12 Month Coincident Peak Average (12 CP):		230,844	12 CP Load Factor:	87.70%
20					
21	Class Peak (GNCP):		305,075 (June)	GNCP Load Factor:	66.36%
22					
23	Customers Maximum Demand (NCP):		353,525 (September)	NCP Load Factor:	57.27%
24					
25					
26	Notes: MFR is based on historical data from Gulf's 2019 Load Research Study. The RTP rate class includes the RTP, CSA and PX/PXT rate schedules.				
27	The data provided reflects the aggregated rate schedules.				
28					
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FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: GULF POWER COMPANY
 DOCKET NO: 20210015-EI

EXPLANATION: For each rate class that is not 100% metered by time recording meters, provide the estimated historic value and 90% confidence interval by month from the latest load research for (1) contribution to monthly system peaks (coincident), (2) monthly non coincident peak (class peaks) and (3) monthly customer maximum demand (billing demand for demand classes). For classes that are 100% metered with time recording meters, provide actual monthly values for the aforementioned demands and identify such as actual values. Provide the annual kWh as well as the 12 CP Load Factor, Class NCP Load Factor and the Customer Load Factor for each class.

Type of Data Shown:
 Projected Test Year Ended __/__/__
 Prior Year Ended __/__/__
 Historical Test Year Ended 12/31/2019
 Witness: Tara B. DuBose

(1)	(2)	(3)	(4)	(5)	
Line No.	Rate Class	Month and Year	Actual Coincident Peak (CP) kW	Actual Class Peak (GNCP) kW	Actual Customer Maximum Demand (NCP) kW
1					
2	MAJOR ACCOUNTS	Jan-19	0	2,010	2,010
3	SBS	Feb-19	0	44,224	45,594
4		Mar-19	931	66,627	47,395
5		Apr-19	981	43,215	45,441
6		May-19	4,857	5,044	5,064
7		Jun-19	500	1,037	1,037
8		Jul-19	0	0	0
9		Aug-19	0	0	0
10		Sep-19	0	44,166	45,151
11		Oct-19	472	944	944
12		Nov-19	781	51,595	54,111
13		Dec-19	449	1,283	1,283
14					
15					
16					
17	Annual Coincident Peak (CP):		4,857 (May)	Annual kWh:	14,091,270
18					
19	12 Month Coincident Peak Average (12 CP):		748	12 CP Load Factor:	215.17%
20					
21	Class Peak (GNCP):		66,627 (March)	GNCP Load Factor:	2.41%
22					
23	Customers Maximum Demand (NCP):		54,111 (November)	NCP Load Factor:	2.97%
24					
25					
26	Notes: MFR is based on historical data from Gulf's 2019 Load Research Study.				
27					
28					
29					
30					
31					
32					
33					
34					
35					

FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: GULF POWER COMPANY

EXPLANATION: Provide monthly peaks for the test year and the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/22
 Prior Year Ended 12/31/2021
 Historical Test Year Ended 12/31/2020

DOCKET NO.: 20210015-EI

Witness: Jun K. Park

Line No.	(1) Month & Year	(2) Peak in MW	(3) Day of Week	(4) Day of Month	(5) Hour	(6) Actual (A) or Estimated (E)
1	Jan-17	2,211	Sunday	8	8-9 AM	A
2	Feb-17	1,435	Saturday	4	9-10 AM	A
3	Mar-17	1,791	Thursday	16	8-9 AM	A
4	Apr-17	1,836	Friday	28	4-5 PM	A
5	May-17	2,080	Thursday	18	5-6 PM	A
6	Jun-17	2,234	Friday	30	5-6 PM	A
7	Jul-17	2,434	Wednesday	5	5-6 PM	A
8	Aug-17	2,374	Thursday	17	5-6 PM	A
9	Sep-17	2,162	Thursday	28	4-5 PM	A
10	Oct-17	2,180	Wednesday	11	4-5 PM	A
11	Nov-17	1,558	Tuesday	7	3-4 PM	A
12	Dec-17	1,895	Monday	11	7-8 AM	A
13	Jan-18	2,809	Thursday	18	8-9 AM	A
14	Feb-18	1,661	Saturday	3	8-9 AM	A
15	Mar-18	1,622	Thursday	15	8-9 AM	A
16	Apr-18	1,615	Tuesday	3	5-6 PM	A
17	May-18	2,090	Thursday	24	4-5 PM	A
18	Jun-18	2,491	Thursday	28	4-5 PM	A
19	Jul-18	2,408	Thursday	12	5-6 PM	A
20	Aug-18	2,396	Monday	6	4-5 PM	A
21	Sep-18	2,354	Saturday	15	5-6 PM	A
22	Oct-18	2,133	Tuesday	2	4-5 PM	A
23	Nov-18	1,845	Wednesday	28	7-8 AM	A
24	Dec-18	1,972	Wednesday	12	7-8 AM	A
25	Jan-19	2,066	Wednesday	30	8-9 AM	A
26	Feb-19	1,564	Friday	1	8-9 AM	A
27	Mar-19	1,885	Wednesday	6	7-8 AM	A
28	Apr-19	1,734	Tuesday	30	5-6 PM	A
29	May-19	2,260	Friday	31	5-6 PM	A
30	Jun-19	2,444	Tuesday	25	4-5 PM	A
31	Jul-19	2,426	Friday	5	4-5 PM	A
32	Aug-19	2,374	Wednesday	14	3-4 PM	A
33	Sep-19	2,472	Thursday	5	5-6 PM	A
34	Oct-19	2,284	Thursday	3	4-5 PM	A
35	Nov-19	1,951	Wednesday	13	7-8 AM	A
36	Dec-19	1,862	Thursday	19	7-8 AM	A

Note: Peak hours are reported in Eastern Prevailing Time.
 Supporting Schedules:

Recap Schedules: F-8

FLORIDA PUBLIC SERVICE COMMISSION
 COMPANY: GULF POWER COMPANY

EXPLANATION: Provide monthly peaks for the test year and the five previous years.

Type of Data Shown:
 Projected Test Year Ended 12/31/22
 Prior Year Ended 12/31/2021
 Historical Test Year Ended 12/31/2020

DOCKET NO.: 20210015-EI

Witness: Jun K. Park

Line No.	(1) Month & Year	(2) Peak in MW	(3) Day of Week	(4) Day of Month	(5) Hour	(6) Actual (A) or Estimated (E)
1	Jan-20	2,129	Wednesday	22	7-8 AM	A
2	Feb-20	1,768	Friday	28	7-8 AM	A
3	Mar-20	1,760	Sunday	29	5-6 PM	A
4	Apr-20	1,807	Thursday	9	5-6 PM	A
5	May-20	2,077	Sunday	31	5-6 PM	A
6	Jun-20	2,318	Tuesday	30	5-6 PM	A
7	Jul-20	2,392	Monday	20	4-5 pm	A
8	Aug-20	2,410	Monday	3	5-6 PM	A
9	Sep-20	2,394	Saturday	5	5-6 PM	A
10	Oct-20	2,076	Wednesday	7	4-5 pm	A
11	Nov-20	1,666	Wednesday	11	2-3 PM	A
12	Dec-20	2,068	Friday	18	8-9 AM	A
13	Jan-21	2,438	n/a	n/a	n/a	E
14	Feb-21	1,922	n/a	n/a	n/a	E
15	Mar-21	1,731	n/a	n/a	n/a	E
16	Apr-21	1,732	n/a	n/a	n/a	E
17	May-21	2,134	n/a	n/a	n/a	E
18	Jun-21	2,355	n/a	n/a	n/a	E
19	Jul-21	2,455	n/a	n/a	n/a	E
20	Aug-21	2,403	n/a	n/a	n/a	E
21	Sep-21	2,267	n/a	n/a	n/a	E
22	Oct-21	2,004	n/a	n/a	n/a	E
23	Nov-21	1,716	n/a	n/a	n/a	E
24	Dec-21	1,886	n/a	n/a	n/a	E
25	Jan-22	2,413	n/a	n/a	n/a	E
26	Feb-22	1,901	n/a	n/a	n/a	E
27	Mar-22	1,712	n/a	n/a	n/a	E
28	Apr-22	1,713	n/a	n/a	n/a	E
29	May-22	2,111	n/a	n/a	n/a	E
30	Jun-22	2,329	n/a	n/a	n/a	E
31	Jul-22	2,428	n/a	n/a	n/a	E
32	Aug-22	2,376	n/a	n/a	n/a	E
33	Sep-22	2,242	n/a	n/a	n/a	E
34	Oct-22	1,982	n/a	n/a	n/a	E
35	Nov-22	1,697	n/a	n/a	n/a	E
36	Dec-22	1,865	n/a	n/a	n/a	E

Note: Peak hours are reported in Eastern Prevailing Time. Estimated peaks include DSM adjustments.

Supporting Schedules:

Recap Schedules: F-8

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: Provide estimates of demand and energy losses for transmission and distribution system components and explain the methodology used in determining losses.

Type of Data Shown:
 X Projected Test Year Ended 12/31/22
 _ Prior Year Ended ___/___/___
 _ Historical Test Year Ended

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

Line No.	Description	Energy Losses by Component			Demand Losses (12CP) (3)/(4)
		Energy Losses ⁽¹⁾	Summer Peak ⁽²⁾	Winter Peak ⁽²⁾	
1	<u>TRANSMISSION:</u>				
2	GENERATOR STEP-UP	0.0498%	N/A	N/A	0.0642%
3	TRANSMISSION SUBSTATIONS	1.1066%	N/A	N/A	1.4253%
4					
5	<u>DISTRIBUTION:</u>				
6	DISTRIBUTION SUBSTATIONS	0.0042%	N/A	N/A	0.0055%
7	PRIMARY LINES	0.7420%	N/A	N/A	0.9891%
8	LINE TRANSFORMERS	0.4915%	N/A	N/A	0.6634%
9	SECONDARY LINES AND SERVICES	3.3957%	N/A	N/A	4.5504%
10					
11					
12	⁽¹⁾ Forecasted Energy Losses were allocated to transmission and distribution system levels based on historical studies.				
13	⁽²⁾ Gulf Power does not calculate energy losses for winter and summer peaks.				
14	⁽³⁾ Demand Losses were derived from the energy losses using a formula developed by Westinghouse relating demand losses as a function of energy losses and load factors.				
15	⁽⁴⁾ Demand Losses = % of MWh Losses at Level / 0.3 + (0.7 * Load Factor at Level)				
16					
17					
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FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION:

Show energy losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses.

Type of Data Shown:

X Projected Test Year Ended 12/31/22

_ Prior Year Ended __/__/__

_ Historical Test Year Ended __/__/__

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Line No.	Rate Schedule	DELIVERED MWH @ GEN	DELIVERED MWH @ MTR	ENERGY LOSSES (MWH)	ENERGY LOSSES %	DELIVERED EFFICIENCY	COMPANY USE (MW)	SYSTEM ENERGY LOSSES (MWH) ⁽¹⁾
1	RETAIL							
2	G - GS							
3	Secondary	336,020	316,899	19,121	5.6905%	94.3095%		19,121
4	TOTAL	336,020	316,899	19,121	5.6905%	94.3095%		19,121
5								
6	G - GSD/GSDT							
7	Transmission	171	169	2	1.1558%	98.8442%		2
8	Primary	11,959	11,732	226	1.8933%	98.1067%		226
9	Secondary	2,628,498	2,478,922	149,575	5.6905%	94.3095%		149,575
10	TOTAL	2,640,628	2,490,824	149,804	5.6730%	94.3270%		149,804
11								
12	G - LP/LPT							
13	Primary	332,217	325,927	6,290	1.8933%	98.1067%		6,290
14	Secondary	451,489	425,797	25,692	5.6905%	94.3095%		25,692
15	TOTAL	783,706	751,724	31,982	4.0809%	95.9191%		31,982
16								
17	G - Major Accts							
18	Transmission	863,204	853,226	9,977	1.1558%	98.8442%		9,977
19	Primary	525,006	515,065	9,940	1.8933%	98.1067%		9,940
20	Secondary	396,254	373,705	22,549	5.6905%	94.3095%		22,549
21	TOTAL	1,784,464	1,741,997	42,466	2.3798%	97.6202%		42,466
22								
23	G - OS							
24	Secondary	143,119	134,975	8,144	5.6905%	94.3095%		8,144
25	TOTAL	143,119	134,975	8,144	5.6905%	94.3095%		8,144
26								
27	G - Residential							
28	Secondary	5,727,297	5,401,383	325,913	5.6905%	94.3095%		325,913
29	TOTAL	5,727,297	5,401,383	325,913	5.6905%	94.3095%		325,913
30								
31	G - SBS							
32	Transmission	1,792	1,771	21	1.1558%	98.8442%		21
33	Primary	247	243	5	1.8933%	98.1067%		5
34	TOTAL	2,039	2,014	25	1.2453%	98.7547%		25
35								
36								
37	TOTAL FPSC							
38	TOTAL	11,417,272	10,839,816	577,456	5.0577%	94.9423%		577,456
39								
40	TOTAL FERC							
41	TOTAL	289,931	286,580	3,351	1.1558%	98.8442%		3,351
42								

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION:

Show energy losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses.

Type of Data Shown:

X Projected Test Year Ended 12/31/22

_ Prior Year Ended __/__/__

_ Historical Test Year Ended __/__/__

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Line No.	Rate Schedule	DELIVERED MWH @ GEN	DELIVERED MWH @ MTR	ENERGY LOSSES (MWH)	ENERGY LOSSES %	DELIVERED EFFICIENCY	COMPANY USE (MW)	SYSTEM ENERGY LOSSES (MWH) ⁽¹⁾
1	TOTAL COMPANY							
2	TOTAL	11,707,204	11,126,396	580,807	4.9611%	95.0389%		580,807
3								
4	COMPANY USE							
5	TOTAL	13,688					12,910	779
6								
7	FIRM AND NON-FIRM WHEELING ENERGY LOSSES							
8	TOTAL	6,635						6,635
9								
10	TOTAL GULF POWER							
11	TOTAL ⁽²⁾	11,727,527	11,139,306	588,222	5.0157%	94.9843%		588,222
12								
13								

⁽¹⁾ The allocation of losses among rate classes is based on historical studies.

⁽²⁾ Total system amount equals the forecasted net energy for load (NEL) reported in MFR F-8, Assumptions.

Note: Totals may not add due to rounding.

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: Show maximum demand losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses.

Type of Data Shown:

X Projected Test Year Ended 12/31/22

_ Prior Year Ended __/__/__

_ Historical Test Year Ended __/__/__

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Line No.	Rate Schedule	12-MO AVG COINCIDENT DEMAND AT GEN (MW)	12-MO AVG COINCIDENT DEMAND AT MTR (MW)	TOTAL LOSSES (MW)	PERCENT LOSSES	COMPANY USE (MW)	SYSTEM DEMAND LOSSES (MW) ⁽¹⁾
1	RETAIL						
2	G - GS						
3	Secondary	70.20	64.91	5.28	7.5240%		5.28
4	TOTAL	70.20	64.91	5.28	7.5240%		5.28
5							
6	G - GSD/GSDT						
7	Transmission	0.03	0.03	0.00	1.4886%		0.00
8	Primary	1.98	1.93	0.05	2.4683%		0.05
9	Secondary	432.97	400.40	32.58	7.5240%		32.58
10	TOTAL	434.98	402.36	32.63	7.5006%		32.63
11							
12	G - LP/LPT						
13	Primary	42.27	41.23	1.04	2.4683%		1.04
14	Secondary	69.25	64.04	5.21	7.5240%		5.21
15	TOTAL	111.52	105.27	6.25	5.6075%		6.25
16							
17	G - Major Accts						
18	Transmission	129.24	127.31	1.92	1.4886%		1.92
19	Primary	71.31	69.55	1.76	2.4683%		1.76
20	Secondary	53.56	49.53	4.03	7.5240%		4.03
21	TOTAL	254.11	246.39	7.71	3.0357%		7.71
22							
23	G - OS						
24	Secondary	13.80	12.76	1.04	7.5240%		1.04
25	TOTAL	13.80	12.76	1.04	7.5240%		1.04
26							
27	G - Residential						
28	Secondary	1,126.51	1,041.75	84.76	7.5240%		84.76
29	TOTAL	1,126.51	1,041.75	84.76	7.5240%		84.76
30							
31	G - SBS						
32	Transmission	0.21	0.20	0.00	1.4886%		0.00
33	Primary	0.00	0.00	0.00	2.4683%		0.00
34	TOTAL	0.21	0.20	0.00	1.4931%		0.00
35							
36							
37	TOTAL FPSC						
38	TOTAL	2,011.33	1,873.65	137.68	6.8450%		137.68
39							
40	TOTAL FERC						
41	TOTAL	52.57	51.78	0.78	1.4886%		0.78
42							

FLORIDA PUBLIC SERVICE COMMISSION

EXPLANATION: Show maximum demand losses by rate schedule for the test year and explain the methodology and assumptions used in determining these losses.

Type of Data Shown:
 X Projected Test Year Ended 12/31/22
 _ Prior Year Ended __/__/__
 _ Historical Test Year Ended __/__/__

COMPANY: GULF POWER COMPANY

DOCKET NO.: 20210015-EI

Witness: Tara B. DuBose, Jun K. Park

	(1)	(2)	(3)	(4)	(5)	(6)	(7)
Line No.	Rate Schedule	12-MO AVG COINCIDENT DEMAND AT GEN (MW)	12-MO AVG COINCIDENT DEMAND AT MTR (MW)	TOTAL LOSSES (MW)	PERCENT LOSSES	COMPANY USE (MW)	SYSTEM DEMAND LOSSES (MW) ⁽¹⁾
1	TOTAL COMPANY						
2	TOTAL	2,063.89	1,925.44	138.46	6.7086%		138.46
3							
4	COMPANY USE ⁽²⁾						
5	TOTAL	2.26				2.09	0.17
6							
7	TOTAL GULF POWER						
8	TOTAL	2,066.15	1,927.52	138.63	6.7095%		138.63
9							

⁽¹⁾ See Schedule E-19a for the methodology and assumptions used in determining these losses.

⁽²⁾ Also includes the net impact of differences caused by the use of historical load research statistics to forecast coincident peak and demand losses by rate class.

Note: Totals may not add due to rounding.