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January 19, 2021

VIA: ELECTRONIC FILING

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

In re: Petition of Tampa Electric Company for approval of Direct Current Microgrid
Pilot Program; Docket No. 20200234-EI;

Dear Mr. Teitzman:

Attached for filing in the above docket are Tampa Electric Company's **redacted** responses to Staff's First Data Request (Nos. 1-25), propounded on December 23, 2020.

Thank you for your assistance in connection with this matter.

Sincerely,



Malcolm N. Means

MNM/bmp
Attachment

cc: All Parties of Record (w/attachment)
Suzanne Brownless, Special Counsel, FPSC (w/attachment)

**TAMPA ELECTRIC COMPANY
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1. Explain if TECO is seeking a finding in this docket that the costs incurred to implement the Pilot Program are reasonable and prudent for recovery in its next base rate case. If so, please cite any relevant statutes and rules. If not, please explain.
 - a. Please identify and explain what financial risks, if any, there are to the general body of ratepayers if TECO's Pilot Program is approved.
 - b. Please identify under what mechanism(s) TECO will be seeking cost recovery for costs associated with the Pilot Program.

- A. Tampa Electric is seeking a Commission finding that it is reasonable and prudent to proceed with the DC Microgrid Pilot Program. As stated in the Petition for this docket, paragraph 40, Tampa Electric is requesting that the assets installed for both the AC and DC distribution systems be afforded rate base treatment and O&M expenses incurred for both systems be recoverable in base rate revenue requirements. Whatever those amounts are, assuming they are reasonable and not found to be imprudently incurred, would be includable in rates in the next and or subsequent base rate case. This is consistent with Section 366.06(1) of the Florida Statutes, which states that, in setting utility rates, the Commission "shall investigate and determine the actual legitimate costs of the property of each utility company, actually used and useful in the public service, and shall keep a current record of the net investment of each public utility company in such property which value, as determined by the commission, shall be used for ratemaking purposes and shall be the money honestly and prudently invested by the public utility company in such property used and useful in serving the public, less accrued depreciation..."
 - a. Assuming the costs of both the AC and DC systems are found to be reasonable and prudent for base rate recovery in a future base rate proceeding, there will be two parallel distribution delivery systems installed which will exceed the normal single system. If the system proves not effective at the end of the pilot and Tampa Electric determines it is not reasonable to move forward with future DC system installations, the risk is that overall rates have gone up with no benefits accruing. However, that is the substance of almost all pilot programs with the goal of finding new and better ways to provide service to customers for the future.

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- b. As explained above, Tampa Electric is seeking a determination that the costs associated with the pilot program are eligible for recovery in base rates if the company makes the required showing that the costs were prudently incurred.

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2. Please provide the annual and cumulative revenue requirements (in nominal and net present value) over the life of the Pilot Program. As part of this response please complete the table below in electronic (Excel) format.

| TECO | | Microgrid | | | Pilot | | | Program | | |
|--------------------------|--------------|-------------|---------------|--------------------|-------------------------------|-------------------|----------|---------|-----|-------|
| Nominal / NPV \$ million | | | | | | | | | | |
| | Solar Panels | Block Boxes | CEP Batteries | CEP Gas Generation | Traditional AC Infrastructure | DC Infrastructure | Software | Fuel | O&M | Total |
| 2020 | | | | | | | | | | |
| ... | | | | | | | | | | |
| 2050 | | | | | | | | | | |
| Total | | | | | | | | | | |

- a. What amount of the O&M is attributed to labor?
- b. Please detail any costs from the estimated total attributed to obligations associated with any of the agreements.

A. See table:

| TECO Microgrid Pilot Program | | | | | | | | | | | | | |
|------------------------------|--------------|-------------|---------------|--------------------|-----------|-------------------------------|---------------------------|-----------------------------|----------|------|-----|--------------|------------------|
| Nominal \$ million | | | | | | | | | | | | | |
| | Solar Panels | Block Boxes | CEP Batteries | CEP Gas Generation | CEP Other | Traditional AC Infrastructure | DC Infrastructure Conduit | DC Infrastructure Conductor | Software | Fuel | O&M | Annual Total | Cumulative Total |
| 2021 | 0.05 | 0.10 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.20 | 0.20 |
| 2022 | 0.06 | 0.09 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.20 | 0.40 |
| 2023 | 0.06 | 0.09 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.19 | 0.59 |
| 2024 | 0.05 | 0.09 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.19 | 0.78 |

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| TECO Microgrid Pilot Program | | | | | | | | | | | | | |
|-------------------------------------|--------------|-------------|---------------|--------------------|-----------|-------------------------------|---------------------------|-----------------------------|----------|------|-----|--------------|------------------|
| NPV \$ million | | | | | | | | | | | | | |
| | Solar Panels | Block Boxes | CEP Batteries | CEP Gas Generation | CEP Other | Traditional AC Infrastructure | DC Infrastructure Conduit | DC Infrastructure Conductor | Software | Fuel | O&M | Annual Total | Cumulative Total |
| 2021 | 0.05 | 0.09 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.18 | 0.18 |
| 2022 | 0.05 | 0.08 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.18 | 0.36 |
| 2023 | 0.05 | 0.07 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.16 | 0.52 |
| 2024 | 0.04 | 0.07 | 0.01 | 0.01 | 0.01 | - | 0.00 | - | - | 0.01 | - | 0.14 | 0.66 |

- a. Tampa Electric will not incur O&M costs during the Pilot. The learnings from the Pilot will be applied in developing an O&M plan that will be implemented after the Pilot is concluded.
- b. See response to data request 2a above.

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- 3.** For the years 2020 – 2050, please detail the annual Capital and O&M expense associated with the software purchased from Emera Technologies, LLC.

- A.** For the period of the 4-year Pilot Program, there are no annual Capital and O&M expenses associated with any software supplied by Emera Technologies. The learnings from the Pilot will be applied in developing a software maintenance agreement with Emera Technologies that will be implemented after the Pilot is concluded.

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- 4.** Please refer to paragraph 6 of the petition. Provide the exact number of houses the system is being designed for.
 - a. As of December 1, 2020, how many houses have been constructed?
 - b. Please provide an estimated completion date for houses currently under construction, by month.

- A.** There are thirty-seven (37) houses included within this Pilot Program. The system being installed can accommodate up to fifty (50) homes but there are no plans to expand the Pilot Program beyond 37.
 - a. As of December 1, 2020, three (3) homes were under construction with none yet completed.
 - b. See attached table listing the homes in the Pilot Program and the forecast dates for issuance of Certificate of Occupancy.

| No. | | Scheduled Certificate of Occupancy |
|----------------|-------|------------------------------------|
| Home Section # | Lot # | |
| 31 | 38 | 15-Jan-21 |
| 29 | 10 | 10-Mar-21 |
| 31 | 27 | 21-Mar-21 |
| 31 | 28 | 21-Mar-21 |
| 31 | 30 | 26-Mar-21 |
| 29 | 13 | 14-Apr-21 |
| 29 | 9 | 29-Apr-21 |
| 29 | 19 | 29-Apr-21 |
| 31 | 37 | 29-Apr-21 |
| 31 | 39 | 29-Apr-21 |
| 31 | 35 | 17-May-21 |
| 29 | 8 | 1-Jun-21 |
| 31 | 31 | 1-Jun-21 |
| 31 | 36 | 1-Jun-21 |
| 29 | 11 | 30-Jun-21 |
| 31 | 34 | 30-Jun-21 |
| 29 | 12 | 28-Jul-21 |
| 31 | 32 | 28-Jul-21 |
| 31 | 33 | 28-Jul-21 |
| 29 | 14 | 30-Aug-21 |
| 29 | 15 | 30-Aug-21 |
| 31 | 29 | 30-Aug-21 |
| 29 | 16 | 29-Sep-21 |
| 29 | 17 | 29-Sep-21 |
| 29 | 18 | 29-Sep-21 |
| 29 | 20 | 28-Oct-21 |
| 31 | 25 | 28-Oct-21 |
| 31 | 26 | 28-Oct-21 |
| 29 | 21 | 29-Nov-21 |
| 29 | 22 | 29-Nov-21 |
| 31 | 24 | 29-Nov-21 |
| 29 | 23 | 29-Dec-21 |
| 29 | 24 | 29-Dec-21 |
| 29 | 25 | 29-Dec-21 |
| 31 | 22 | 28-Jan-22 |
| 31 | 23 | 28-Jan-22 |
| 35 | 16 | 28-Jan-22 |
| | | |

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- 5.** Please refer to paragraph 6 of the petition.
- a. Is there a limit to the number of houses that can be included within the Pilot Program?
 - b. Would TECO require further approval from the Commission to include additional houses in the Pilot Program? Please explain why or why not.
- A.**
- a. The builder has limited the number of homes to be included in the Pilot Program to 37.
 - b. Yes, however neither Tampa Electric nor the builder desire any additional homes to be included within the Pilot Program.

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- 6.** Please refer to paragraph 6 of the petition. Provide the peak summer and winter demand being assumed for each house to design the Block Energy System.
- A.** Please see below for the assumed summer and winter peak demand for the 37-home community. These assumptions are based on load information provided by Emera Technology LLC using load research data. The load research data utilizes a random selection of homes within a subset of the larger data base that assumed newer homes, central Florida location, home square footage and all electric load.

| <u>House No.</u> | <u>Winter</u> | <u>Summer</u> |
|------------------|---------------|---------------|
| 1 | 7.0 | 7.2 |
| 2 | 6.3 | 4.6 |
| 3 | 9.2 | 8.3 |
| 4 | 7.5 | 8.2 |
| 5 | 6.7 | 7.5 |
| 6 | 7.1 | 7.5 |
| 7 | 8.2 | 6.0 |
| 8 | 8.3 | 6.7 |
| 9 | 5.5 | 6.6 |
| 10 | 6.2 | 7.3 |
| 11 | 6.9 | 6.3 |
| 12 | 5.0 | 5.7 |
| 13 | 7.2 | 7.4 |
| 14 | 8.4 | 6.6 |
| 15 | 5.3 | 5.9 |
| 16 | 8.4 | 8.9 |
| 17 | 8.1 | 8.1 |
| 18 | 14.7 | 10.6 |
| 19 | 7.4 | 7.6 |
| 20 | 15.6 | 6.7 |
| 21 | 12.8 | 12.7 |
| 22 | 6.7 | 4.5 |
| 23 | 6.0 | 4.4 |
| 24 | 9.4 | 8.4 |
| 25 | 8.2 | 6.7 |
| 26 | 8.0 | 7.1 |
| 27 | 10.1 | 8.9 |
| 28 | 9.8 | 10.1 |
| 29 | 5.4 | 6.6 |
| 30 | 6.5 | 4.7 |
| 31 | 6.3 | 8.1 |
| 32 | 8.3 | 8.1 |
| 33 | 7.1 | 5.3 |
| 34 | 7.1 | 6.6 |
| 35 | 6.2 | 6.0 |
| 36 | 8.9 | 6.7 |
| 37 | 7.8 | 7.1 |

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7. Please refer to paragraph 9 of the petition.
 - a. Why are there no additional charges to participants in the Pilot Program?
 - b. Are potential Pilot Program participants informed by TECO that they will be billed the same rates as non-participants in the same customer class? If so, please detail how Pilot Program participants are informed of this fact. If not, please explain why not.
 - c. How are potential Pilot Program participants informed by TECO about the terms and conditions of the Pilot Program? Please provide a copy of these materials, if available.
 - d. Please provide a copy of all marketing materials used by TECO to advertise the Pilot Program to potential participants.

- A.
 - a. It is not clear, and is a major part goal of the results of the Pilot Program to determine, what overall costs and benefits will accrue from providing service under the DC Microgrid architecture. In addition, for the Pilot Program only, reliability and service obligations to participating customers required that a duplicate AC system be installed for the Pilot Program. This clearly added cost which Tampa Electric sees as a part of the Pilot Program cost and not something that should be levied on the new homeowners. While it is possible that future service under solely a DC Microgrid may require CIACs or a premium rate structure to recover an incremental cost of service from participating customers, the appropriate cost is not clear at the outset of the pilot program and providing electric service to the participating customers at current tariff rate levels seemed appropriate for purposes of the Pilot Program.
 - b. Yes, this information is presented in the Block Energy System Addendum which is part of the Purchase and Sale documentation that the homeowner will receive and acknowledge by signature.
 - c. The terms and conditions of the Pilot Program are presented in the Block Energy System Addendum which is part of the Purchase and Sale documentation that the homeowner will receive and acknowledge by signature.

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- d. Tampa Electric is not marketing the program and so has no “marketing materials”. Lennar is marketing the homes to prospective buyers and Tampa Electric has been actively involved in providing appropriate copy and graphics to Lennar, as well as reviewing the marketing materials, to assure that prospective home buyers within the Pilot Program development area are informed about the Pilot Program. With respect to the participants, the service they receive from Tampa Electric will be governed by the terms and conditions of Tampa Electric’s retail tariff.

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- 8.** Please refer to paragraph 13 of the petition. Please explain how TECO is accounting for battery roundtrip efficiency losses within the microgrid, and how this would be accounted for in fuel costs/savings.

- A.** The roundtrip losses for the battery along with other losses for the Block System (including line losses and inverter losses) will be reflected in the T&D Losses line in the Fuel Filing Schedule E-1.

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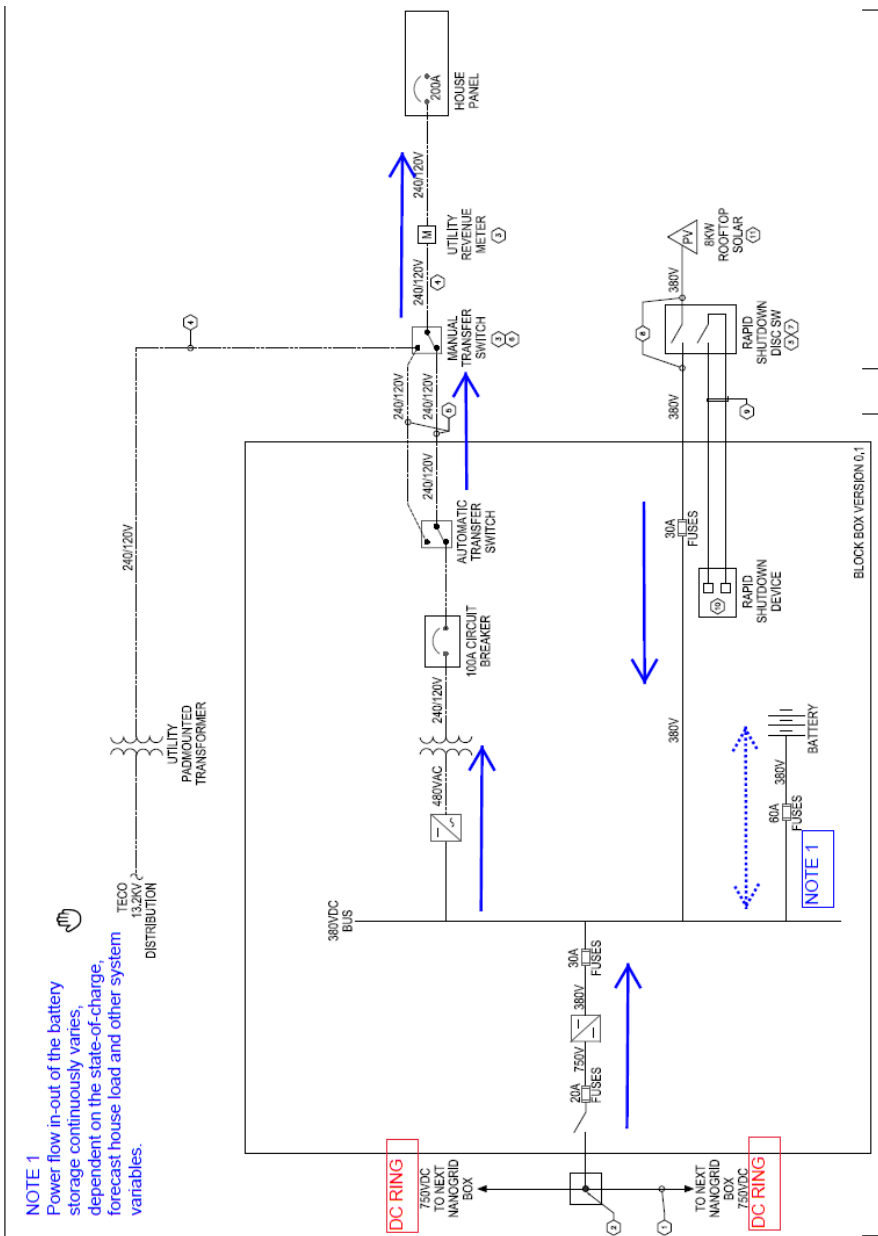
9. Please refer to paragraphs 13 of the petition. Regarding the Block Box, answer the following questions:
- a. How many kilowatt-hours (kWhs) of battery storage does TECO anticipate to be located in each Block Box?
 - b. Provide the estimated \$/kilowatt (kW) and \$/kWh for the Block Box batteries.
 - c. What battery technology does TECO plan to use for each Block Box?
 - d. What alternative storage technologies did TECO consider for the Block Boxes, if any? As part of the response, provide the estimated \$/kWh for these alternatives.
- A.
- a. The battery storage contained within each Block Box is rated for 18 kWh.
 - b. These batteries will be operated as 1C batteries, thus the \$/kW and \$/kWh will both be \$671.
 - c. The battery storage in each Block Box will have its own battery management system capable of monitoring individual battery cell information and status, the state of charge (SOC) of the overall battery storage and an interface with the Block Box controller to manage battery power flow and SOC. The battery itself is a Lithium Nickel Manganese-Cobalt (NMC) / Lithium Manganese-Oxide (LMO) blend.
 - d. Tampa Electric is aware that Emera Technologies LLC considered alternative storage technologies were considered in the development of the Block Box with the technology chosen being the best fit considering technical Block Box technical requirements (primary considerations being power and energy capacities) and cost. The primary technical requirements were energy and power capacities. The spectrum of available technologies considered that met technical requirements were in very similar \$/kWh range as the chosen one.

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- 10.** Please refer to paragraph 13 of the petition. What is the average capacity of solar rooftop (in kW) expected to be installed on each home?
 - A.** A total of 290kW (DC) is the expected solar rooftop kW for the 37-home community, which equates to an average 7.8 kW-DC capacity per home. The amount per home will vary based on the available rooftop space and optimal orientation for the model of the home.

11. Please refer to paragraph 13 of the petition. Please provide a diagram of the Block Energy System. In the diagram, please include the customer's meter and arrows indicating the possible flow of electricity. Please provide a diagram for multiple scenarios of electricity flow.

A. See attached diagram.



NOTE 1
 Power flow in-out of the battery storage continuously varies, dependent on the state-of-charge, forecast house load and other system variables.

FIGURE 1: NORMAL POWER FLOWS WITH
 (a) POWER TO HOME VIA BLOCK BOX
 (b) HOME + BLOCK BOX + ROOFTOP SOLAR = A NET LOAD ON THE DC RING

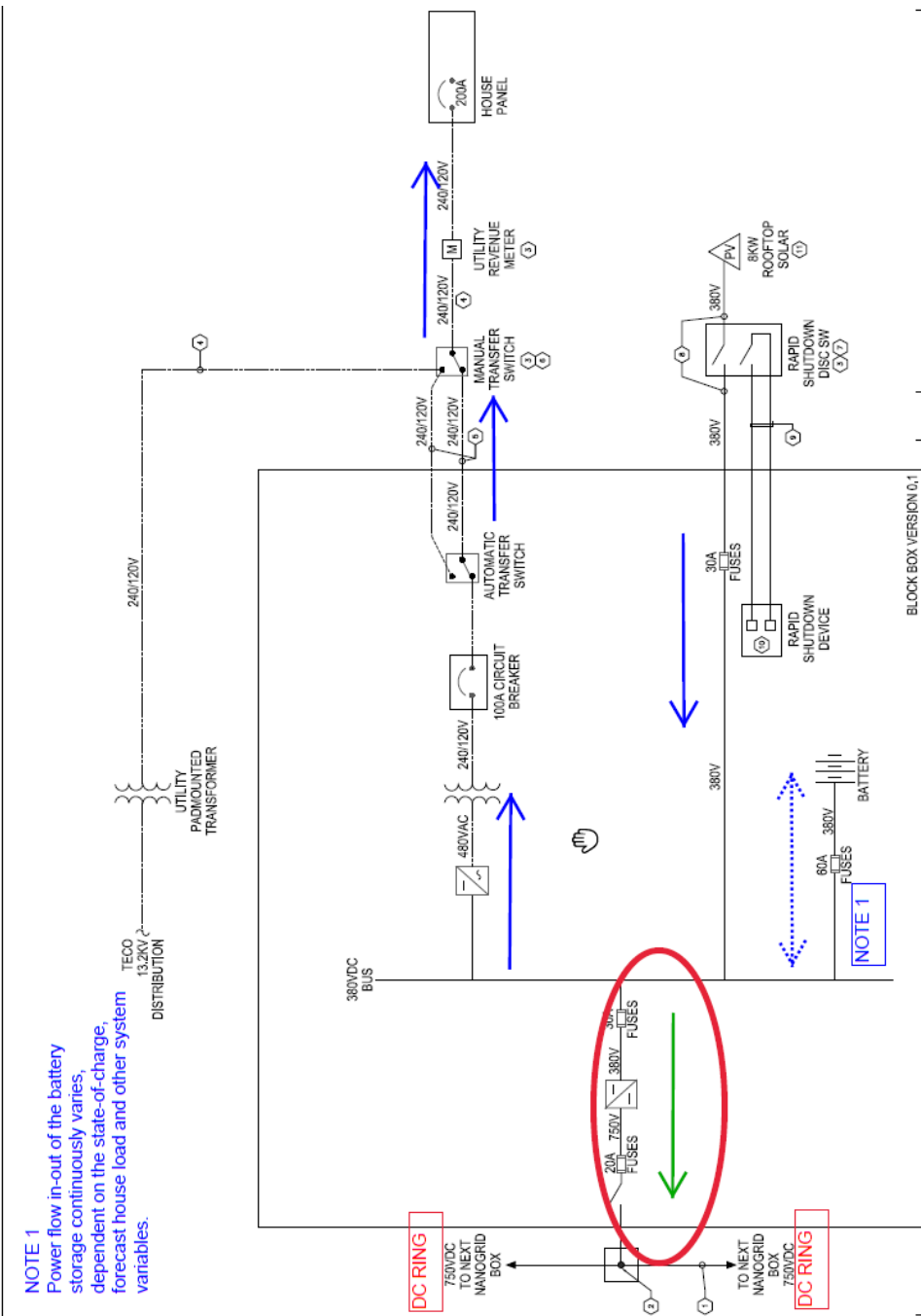
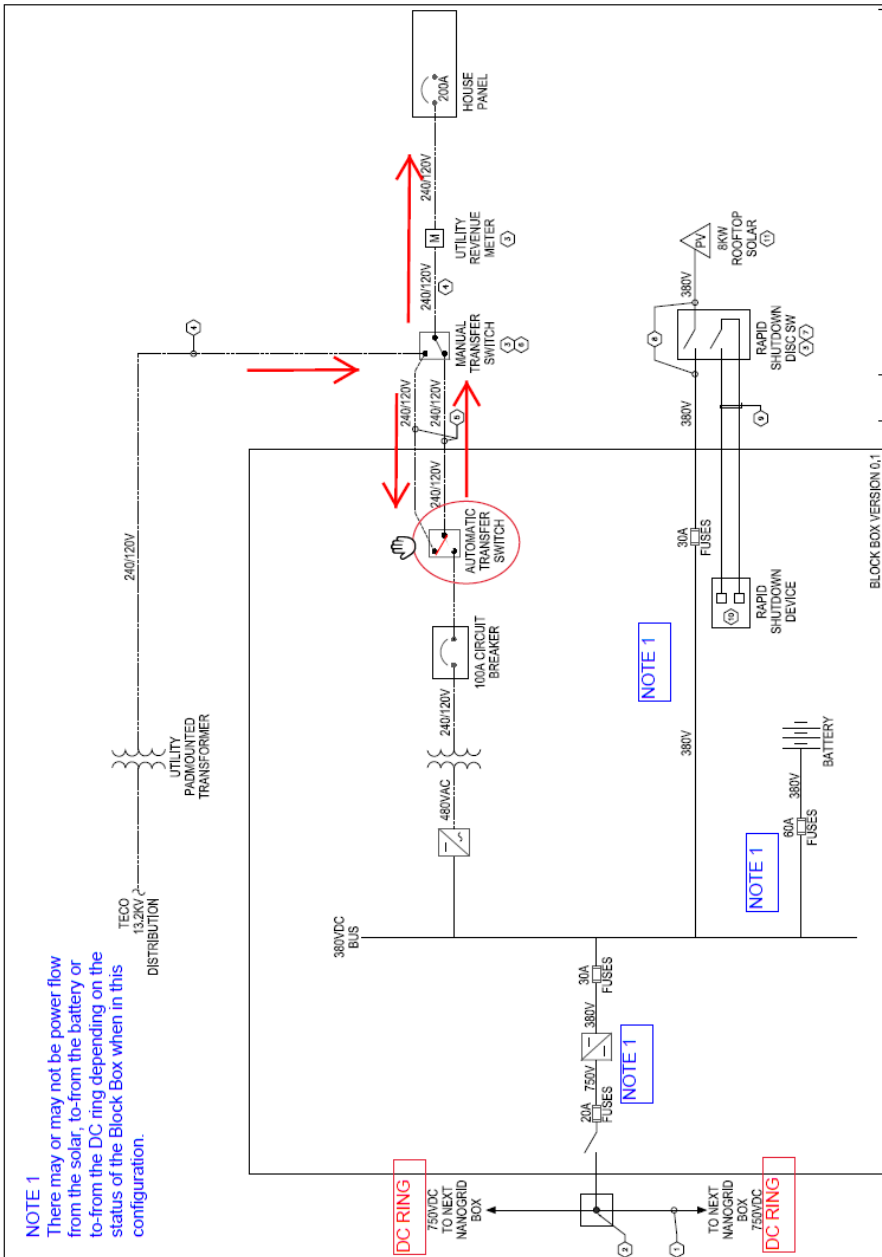


FIGURE 2: NORMAL POWER FLOWS WITH

- (a) POWER TO HOME VIA BLOCK BOX
- (b) HOME + BLOCK BOX + ROOFTOP SOLAR = A NET ENERGY SURPLUS TO THE DC RING



NOTE 1
 There may or may not be power flow from the solar, to-from the battery or to-from the DC ring depending on the status of the Block Box when in this configuration.

FIGURE 3: POWER TO HOME FROM TECO AC GRID

(a) Auto Transfer Switch position changed to TECO Supply

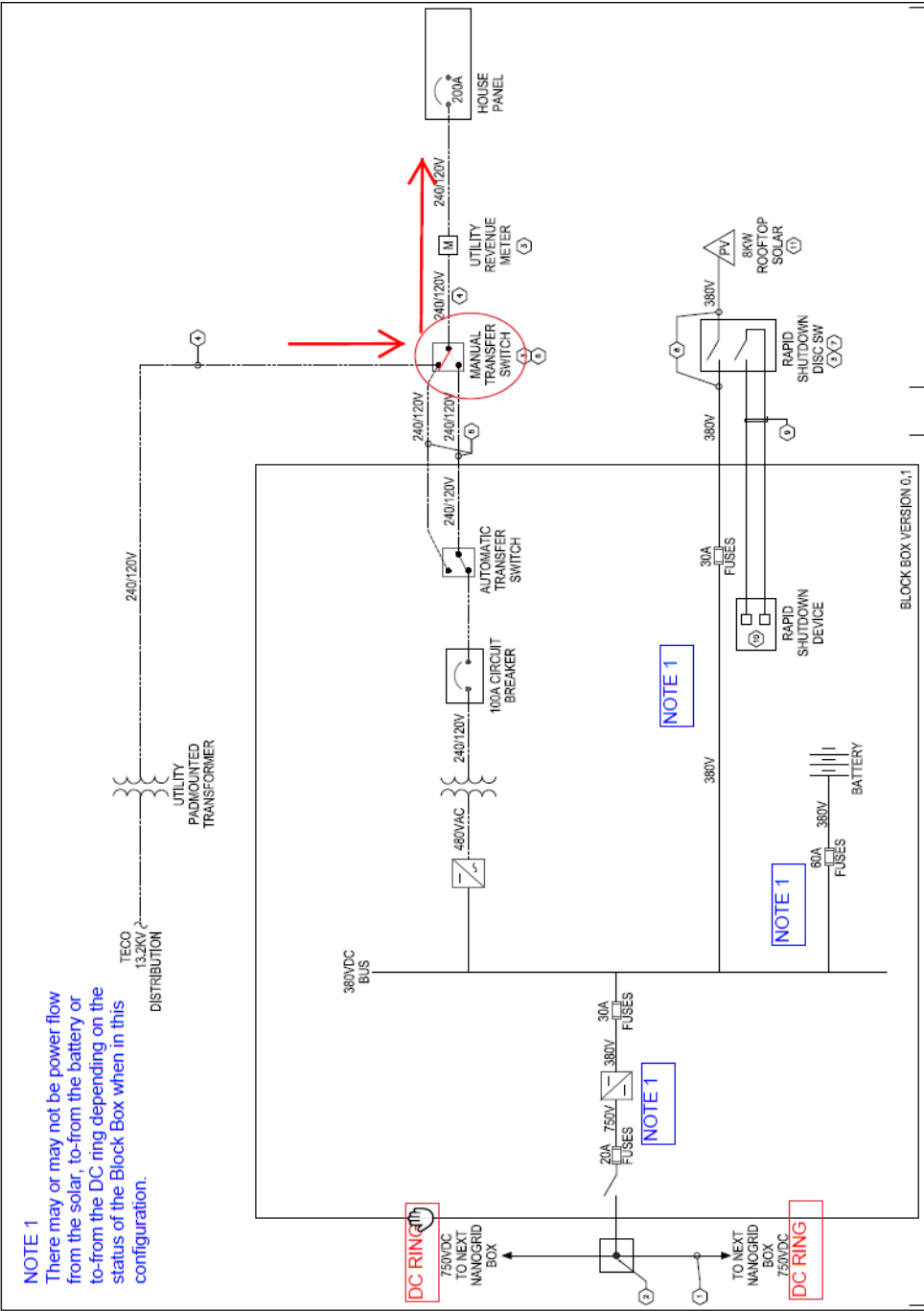


FIGURE 4: POWER TO HOME FROM TECO AC GRID
 (a) Manual Transfer Switch position changed to TECO Supply

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- 12.** Please refer to paragraphs 15 of the petition. Regarding the Community Energy Park (CEP) battery, answer the following questions:
- a. How many kWhs of storage does TECO anticipate for the CEP?
 - b. Provide the estimated \$/kW and \$/kWh for the CEP batteries.
 - c. What battery technology does TECO plan to use for the CEP?
 - d. What alternative storage technologies did TECO consider for the CEP, if any? As part of the response, provide the estimated \$/kWh for these alternatives.
- A.**
- a. The battery storage at the CEP is rated for 240 kWh.
 - b. \$794.83/ kW and \$397.42/kWh.
 - c. The battery storage in the CEP will have its own battery management system capable of monitoring individual battery cell information and status, the state of charge (SOC) of the overall battery storage and an interface with the Block Box controller to manage battery power flow and SOC. The battery itself is Lithium Iron Phosphate (LFP).
 - d. Tampa Electric is aware that Emera Technologies LLC considered alternative storage technologies were considered in the development of the Block Box with the technology chosen being the best fit considering technical Block Box technical requirements (primary considerations being power and energy capacities) and cost. The primary technical requirements were energy and power capacities. The spectrum of available technologies considered that met technical requirements were in very similar \$/kWh range as the chosen one.

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- 13.** Please refer to paragraphs 15 of the petition. Regarding the gas-fired generation at the CEP, answer the following questions:
- a. Please detail the gas fired technology planned to be utilized.
 - b. What is the approximate capacity of gas fired generation?
 - c. Did TECO consider any alternative distributed generation options for the CEP when designing TECO's Pilot Program? If so, please describe each option and why it was rejected.
- A.**
- a. Each of the generators in the CEP are natural-gas fired with 6-cylinder turbo-charged reciprocating internal combustion engines and 4-pole alternators with brushless, rotating field.
 - b. There are two (2) natural-gas fired generators, each with a prime power rating of 176 kW/ 220 kVA.
 - c. No.

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- 14.** Please refer to paragraph 18 of the petition. Please explain and provide a list of the priority use of excess generation for each scenario the microgrid is being designed for.
- A.** The aggregated rooftop solar generation is designed to maintain a state-of-charge (SOC) in the Block Box battery storage installed in the Pilot Program. Surplus energy from this solar generation would be used to “top-up” the SOC in the CEP battery storage. Any excess solar generation beyond these would flow into the Tampa Electric AC grid through the interconnection point at the CEP. The gas-fired generators would be dispatched by the Pilot Program control system, only if necessary, to increase the SOC of some or all of the batteries in the DC microgrid; should TECO chose to dispatch energy from the Pilot Program into the AC grid it would most likely be supplied by the gas-fired generation, with some energy possibly available from the CEP battery storage.

The system is able to reframe its energy dispatch optimization from this primary scenario to potentially many other operating scenarios. In the varying operating scenarios, the use of excess generation is configurable based on the priority needs of that scenario.

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- 15.** Please refer to paragraph 22 of the petition. Please provide a report of the Block Energy System installed at Kirtland Air Force Base in a manner similar to the annual reports TECO intends to provide for the Pilot Program.
 - A.** In addition to providing energy to the interconnected loads, the system installed at KAFB system has been a living laboratory for the continuous improvement and development of Block Energy System. The operation of the system over the last year has been primarily for the evaluation and testing of the system and thus far has not been structured in the same manner as the Pilot Program is intended with annual performance requirements reporting. The Pilot Program reporting will be consistent with the requirements as prescribed but due to the data resolution and availability with the system, reporting and analyses can be readily aggregated based on real time needs.

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- 16.** Please refer to paragraph 22 of the petition. Please provide a comparison of the Block Energy System proposed in this Pilot Program to the one installed at Kirtland Air Force Base. As part of your response, please compare the technologies being used, any differences in operation, and the size of each system.
 - A.** See attached.

BlockEnergy System

| | | Notes: | | |
|--------------|----------------|-------------------------------------|---|---|
| BlockHome | BlockBox | Battery | Technology Operation Capacity | Changed from LFP to NMC due to power requirements No change Increased capacity from 9.9 to 17.7 kWh |
| | | Inverter | Technology Operation Capacity | No change No change No change |
| | | Converter | Technology Operation Capacity | No change No change No change |
| | Solar | Assembly/ Enclosure | Technology Operation Capacity | New design incorporating TEC requirements from their HAZOP review Expanded environmental and safety functions Reduction in form factor by approximately 50% |
| | | Panels | Technology Operation Capacity | No change No change Reduction from 380W to 330W per panel |
| | | Converters | Technology Operation Capacity | No change No change No change |
| BlockLoop | Electrical | Technology Operation Capacity | No change Improved integration with BlockHome installs No change | |
| | Communications | Technology Operation Capacity | No change Improved integration with BlockHome installs No change | |
| BlockCentral | Grid-tie | Technology Operation Capacity | No change No change Increased capacity from 66 to 400 kW | |
| | Gas Generation | Technology Operation Capacity | Change to AC from DC generators No change Increased capacity from 30 to 350 kW | |
| | Battery | Technology Operation Capacity | No change No change Increased capacity from 120 to 240 kWh | |
| | Solar | Technology Operation Capacity | Not applicable, no central solar in the Pilot Not applicable, no central solar in the Pilot Not applicable, no central solar in the Pilot | |

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- 17.** Please refer to paragraph 30 of the petition. When was the EPC Agreement signed? Please provide a copy of the signed EPC Agreement.
 - A.** The EPC agreement was fully executed on October 19, 2020. Tampa Electric is submitting a Request for Confidential Classification for portions of the EPC Agreement along with these responses. The redacted, non-confidential version of the Developer Agreement is attached. The unredacted, confidential version will be submitted along with the Request.

Execution Version

**ENGINEERING, PROCUREMENT AND
CONSTRUCTION CONTRACT**

by and between

TAMPA ELECTRIC COMPANY

as Owner

and

EMERA TECHNOLOGIES FLORIDA, INC.

as Contractor

for the

Medley SouthShore Bay Project

Dated as of October 19, 2020

Execution Version

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 - Attachment A.1 System Functional Specifications
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 - Attachment A.3 Gas Generator Specifications
- Exhibit B Commissioning Process and Tests
- Exhibit C Owner Permits and Contractor Permits
- Exhibit D Reserved
- Exhibit E Form of Final Cost Report Requirements
- Exhibit F [REDACTED]
- Exhibit G Interconnection Requirements
- Exhibit H Form of Reports
- Exhibit I Milestone Payment Schedule
- Exhibit J Application for Payment
- Exhibit K Owner's Contractor Safety Compliance Program
- Exhibit L Minimum Requirements for Environmental Compliance Plan
- Exhibit M [REDACTED]
- Exhibit N Reserved
- Exhibit O Geotechnical Report
- Exhibit P Quality Assurance Plan
- Exhibit Q Project Site Description
- Exhibit V Project Schedule

ENGINEERING PROCUREMENT AND CONSTRUCTION CONTRACT

This ENGINEERING, PROCUREMENT AND CONSTRUCTION CONTRACT (this “Agreement”), is made and entered into as of October 19, 2020 (the “Effective Date”) by and between TAMPA ELECTRIC COMPANY a Florida corporation (“Owner”), and EMERA TECHNOLOGIES FLORIDA, INC., a Florida corporation (“Contractor”).

WHEREAS, Owner is interested in evaluating a direct current distributed generation platform including solar and battery storage in a residential community as a pilot project (the “Pilot Project”); and

WHEREAS, Contractor has developed proprietary technology that allows energy from multiple solar panel and battery installations to be shared within a community; and

WHEREAS, Owner wishes to engage Contractor, and Contractor wishes to be engaged, to design, engineer, procure equipment for, construct, commission and test a System (as defined below) at the Project Site (as defined below) and Contractor desires to perform such services through itself or through Subcontractors (a defined below), all as more particularly set forth in this Agreement, on the terms and subject to the conditions of this Agreement (collectively, the “Project”); and

WHEREAS, the Parties have entered into, or are in the process of entering into, with Dune FB Debt, LLC (the “Developer”), an agreement regarding installation of the System in a portion of a single family subdivision named “Medley at SouthShore Bay” more specifically described in Exhibit Q attached hereto which is intended to be the Project Site for this Project (the “Developer Agreement”);

WHEREAS, Owner has entered into, or is in the process of entering into, with Lennar Homes, LLC (the “Builder”), an agreement regarding installation of the System at the Project Site (the “Builder Agreement”);

NOW, THEREFORE, in consideration of the mutual premises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound hereby, agree as follows:

**ARTICLE 1
DEFINITION OF TERMS**

Section 1.1 Definitions. Whenever used in this Agreement, the following terms shall have the following respective meanings:

“AC” means Alternating Current.

“Affiliate” means, with respect to any Person, any other entity directly or indirectly controlling or controlled by or under direct or indirect common control with such Person. For the purposes of this definition, control means the power to direct the management or policies directly or indirectly whether through the ownership of voting securities or otherwise.

“Agreement” has the meaning set forth in the recitals.

“Applicable Law” means all laws, treaties, ordinances, statutes, judgments, injunctions, decrees, orders, writs, rules, regulations and interpretations, whether in effect or not as of the Effective Date, of any Governmental Authority having jurisdiction over the actions of Contractor, the Project Site, all or any portion of the Project, the performance of the Work, this Agreement and each other document, instrument and agreement delivered or to be delivered hereunder or in connection herewith.

[REDACTED]

“As-Built Drawings” means those drawings listed in the Drawings List revised to reflect changes made to the subject of such drawings during the construction and commissioning process as provided for herein.

[REDACTED]

“Bankruptcy Event of Default” means, with respect to a Person:

(a) Such Person makes a general assignment for the benefit of its creditors, is generally unable to pay its debts as they become due or commences or files a voluntary case or petition in bankruptcy or is adjudicated as bankrupt or insolvent, or files any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future federal, state or other bankruptcy or insolvency statute or law, or seeks, consents to or acquiesces in the appointment of any bankruptcy or insolvency trustee, receiver or liquidator of such Person or of all or any substantial part of its properties; or

(b) Any action, case or proceeding is commenced against such Person seeking (i) any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any insolvency laws or (ii) the appointment, without the consent or acquiescence of such Person, of any trustee, receiver or liquidator of such Person or of all or substantially all of its properties, which proceeding or appointment continues unstayed for a period of sixty (60) days.

“Block Box” has the meaning set forth in Exhibit A.

“Block Home” means that portion of the System installed to serve a Residence as described

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in Exhibit A, including the Block Box, the solar panels installed on the roof of such residence, and the related components and connections up to the Block Ring.

“Block Ring” means the buried DC horizontal conduit and cable system as described in Scope of Work, and includes the buried DC power and fiber optic communications networks.

“Body of the Agreement” has the meaning set forth in Section 20.18.

“Builder” has the meaning set forth in the Recitals.

“Builder Agreement” has the meaning set forth in the Recitals.

“Business Day” means every day other than a Saturday, Sunday or a day which is a legal holiday in the state in which the Project is located.

[REDACTED]

“Certificate of Occupancy” means that certificate required to be issued by the local government as a prerequisite to habitability of a Residence.

“Change” has the meaning set forth in Section 5.1.

[REDACTED]

“Change in Law” means (i) the enactment, adoption, promulgation, modification or repeal, after the Effective Date, of any Applicable Law or (ii) the imposition of any material conditions on the issuance or renewal of any Permit after the Effective Date (notwithstanding the general requirements contained in any Permit at the time of application or issuance to comply with future laws, ordinances, codes, rules, regulations or similar legislation) which, in the case of either (i) or (ii), establishes requirements materially affecting the construction of the Project, the supply of equipment, or the performance of the Work, and which make any of them materially more burdensome than the requirements specified in this Agreement, provided that a change in any federal, state or local income tax law after the Effective Date shall not be a Change in Law for purposes of this Agreement.

“Change Order” has the meaning set forth in Section 5.3(a).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“Commission Approval” has the meaning set forth in Section 2.2(b)(i).

“Community Energy Park” or “CEP” has the meaning set forth in Exhibit A.

[REDACTED]

[REDACTED]

“Confidential Information” has the meaning set forth in the Confidentiality Agreement.

“Confidentiality Agreement” has the meaning set forth in Section 18.1.

“Contract Price” has the meaning set forth in Section 3.1.

“Contractor” has the meaning set forth in the recitals.

“Contractor Event of Default” has the meaning set forth in Section 15.1.

[REDACTED]

“Contractor Permits” means the Permits that Contractor is required to secure for the performance of the Work as listed on Exhibit C.

“Contractor’s Representative” shall have the meaning set forth in Section 2.7.

“Contractor’s Hazardous Materials” has the meaning given in Section 16.1(b).

“Conversion Costs” has the meaning set forth in Section 15.6(a)(ii).

“DC” means Direct Current.

[REDACTED]

“Defect” means any non-cosmetic defect or non-conformance in the Work resulting from faulty design, installation or manufacture, including premature wear and failure of such parts, components or systems, and premature wear and failure of adjacent parts, components or systems directly or indirectly caused by such defect or non-conformance.

“Deliverables” has the meaning set forth in Section 20.1(b).

[REDACTED]

“Developer” has the meaning set forth in the Recitals.

“Developer Agreement” has the meaning set forth in the Recitals.

“Development” means Phase AA3 of the “Medley at SouthShore Bay” subdivision developed by Developer as more particularly described in Exhibit Q.

“Disclosing Party” has the meaning set forth in the definition of Confidential Information.

“Dispute” has the meaning set forth in Section 19.1.

“Dollars” and “\$” mean currency of the United States of America.

“Drawing List” means the design documents and drawings contained in the Scope of Work.

“Effective Date” has the meaning set forth in the recitals.

“Environmental Laws” means any applicable federal, state, regional or local statutes, regulations, ordinances, codes, permits, orders, or published decisions relating to: (i) air emissions, wastewater discharges, hazardous wastes, hazardous materials storage, use and release to the environment and similar environmental matters; or (ii) the impact of the matters described in the preceding clause upon human health, human safety or the environment, including the Federal Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. Section 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Oil Pollution Act (33 U.S.C. Section 2701 et seq.), the Occupational Safety and Health Act (42 U.S.C. Section 651 et seq.) and the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Section 11001 et seq.).

“Equipment” means all tangible supplies, apparatus, articles, machinery, parts, special maintenance tools, components, appliances and appurtenances thereto required or provided by Contractor that are incorporated into the System or provided as part of the Work and retained by Owner after System Final Completion in accordance with this Agreement.

“ETL Affiliate” means Emera Technologies LLC, or any direct or indirect subsidiary thereof other than Contractor.

“Evaluation” has the meaning set forth in Section 6.2.



“Evaluation Test Period” has the meaning set forth in Section 6.2.

“Event of Default” means a Contractor Event of Default or an Owner Event of Default, as the case may be.

“Federal Benefits” means any investment tax credit, production tax credit or loan guarantee available with respect to the Project under the Internal Revenue Code of 1986, as amended, any loan guarantee program of the U.S. Department of Energy, and payments for Specified Energy Property in Lieu of Tax Credits under Section 1603 of the American Recovery and Reinvestment Act of 2009 or any successor provisions.

“FERC Application” has the meaning set forth in Section 2.2(b)(v).

“FERC Approval” has the meaning set forth in Section 2.2(b)(v).

“Final Punchlist” means the list prepared by Contractor (and agreed to by Owner) or identified by Owner in connection with the achievement of Project Build Out, identifying those incidental items of Work that remain to be completed or corrected but cannot reasonably be expected to impact negatively on the continuous operation, output, reliability or safety of the System or the safety of individuals, which list shall be updated in accordance with the requirements of this

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Agreement, but may not be amended after Contractor has completely demobilized from the Project Site.

“Force Majeure Event” means a cause reasonably beyond the control of the Party affected, which with the exercise of reasonable diligence could not reasonably be prevented, avoided or removed by such affected Party, which causes such Party to be delayed in performance of, or unable to perform, its obligations under this Agreement (other than any obligation for the payment of money). Such causes may include, to the extent they meet the foregoing criteria, acts of God which damage necessary facilities, sudden actions of the elements such as floods, earthquakes, hurricanes or tornados; war; riots; labor strikes or work stoppages (other than those strikes or work stoppages directed specifically at such Party or any of its Subcontractors); unexpected acts or failures to act by utilities (other than Owner acting under this Agreement); and any acts or failures to act by third parties, including the Developer, Builder or prospective Residence owners. A Force Majeure Event shall not include any condition or state of being specifically identified in the Geotechnical Reports or weather conditions that should reasonably be expected in the region in which the Project Site is located with which Contractor acknowledges it has familiarized itself.

“FPSC” means the Florida Public Service Commission.

“Functional Tests” means those tests set forth in Exhibit B-5 attached hereto.

“Geotechnical Reports” means those studies and reports set forth in Exhibit O attached.

“Good Utility Practice” means those practices, methods, acts and equipment that are commonly used in electric utility engineering consistent with that degree of care and skill ordinarily exercised by other engineers on facilities of the type and size similar to the Project and exercising reasonable judgment in light of the facts known at the time an engineering decision was made.

“Governmental Authority” means any federal, state, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity in the United States or any political subdivision thereof, having legal jurisdiction over the matter or Person in question, but does not include any nation, location or jurisdiction outside of the United States.

“Hazardous Material” means any substance, chemical, waste or material that is or becomes regulated under Applicable Law because of its toxicity, infectiousness, radioactivity, explosiveness, ignitability, corrosiveness or reactivity, including asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and byproducts, and any substance, chemical, waste or material regulated by any Environmental Laws. “Hazardous Materials” includes any pollutant, contaminant, hazardous material, substance or waste, or other material or substance, including crude oil, crude oil flow lines, crude oil storage tank batteries, crude oil wells, demolition debris, gases, liquids, oils, oil fueled equipment, other storage tanks (either above or below ground), salt disposal wells and solid waste, or other byproducts or breakdown products therefrom, related to the construction, operation or demolition of oil wells, present or remaining in the air, soil or ground water, no matter how mixed with or diluted by any other pollutant, contaminant, hazardous material, substance or waste, or other material or substance.

“Improvement IPR” has the meaning set forth in Section 20.1(a).

“Improvements” has the meaning set forth in Section 20.1(a).

[REDACTED]

“Intellectual Property Rights” means any and all rights, titles, and interests (under any jurisdiction or treaty, whether protectable or not, and whether registered or unregistered) in and to inventions, discoveries, technology, works of authorship, software, know-how, concepts, designs, data and databases, control algorithms, processes, arrangements, and/or other intellectual property, and includes, but is not limited to, patents, copyrights and similar authorship rights, moral (and similar personal) rights, mask work rights, data and database rights, trade secret rights and similar rights in confidential information and other non-public information, design rights, industrial property rights, trademark, service mark, trade name, trade dress and similar branding rights, as well as: (i) all applications, registrations, renewals, reexaminations, extensions, continuations, continuations-in-part, provisionals, substitutions, divisions or reissues of or for the foregoing; and (ii) all goodwill associated with the foregoing.

“Interconnection Point” means the point on the Tampa Electric Company distribution system where the System interconnects as described in the Scope of Work and shown on the one line and interface diagrams in Exhibit Q.3 and Q.4.

“Job Books” means the documentations meeting the requirements specified in the Scope of Work.

“Key Component” means a Block Home, the CEP or the Block Ring, as the case may be.

[REDACTED]

“Losses” has the meaning given to such term in Section 16.2.

“Mechanical Completion” has the meaning set forth in Section 7.2.

“Milestone Payment Schedule” means the milestone payment schedule attached hereto as Exhibit I.

[REDACTED]

“Normal Repair” any repair to the System that does not involve work on the Block Box or the Block Box equivalent located at the CEP, including a workaround.

“O&M Services Period” has the meaning set forth in Section 9.

“Owner” has the meaning set forth in the recitals.

“Owner Contractors” means those Persons, other than Contractor and Subcontractors, with whom Owner contracts or subcontracts to perform work in connection with the Project (but not, for avoidance of doubt, Developer or Builder).

“Owner Event of Default” has the meaning set forth in Section 15.2.

[REDACTED]

“Owner Permits” means the Permits that Owner is required to secure relating to the construction, ownership and operation of the Project as listed on Exhibit C.

“Party” or “Parties” means each or both, as the case may be, of the parties to this Agreement.

“Permits” means any valid consent, waiver, exemption, variance, franchise, permit, authorization, license or similar order of or from any Governmental Authority applicable to the performance of the Work or the construction, ownership, operation or maintenance of the Project.

“Person” means any individual, corporation, partnership, limited liability company, association, joint stock company, trust, unincorporated organization, joint venture, government or political subdivision or agency thereof.

“Pilot Project” means has the meaning set forth in the recitals.

“Platform In-Service” means the System, or a component thereof, has achieved the requirements set forth in Section 7.3.

“Prime Rate” means the interest rate published in *The Wall Street Journal* as the “prime rate” from time to time (or, if more than one rate is published, the arithmetic mean of such rates), in either case determined as of the date the obligation to pay interest arises.

“Project” has the meaning set forth in the recitals of this Agreement.

“Project Build Out” has the meaning set forth in Section 7.4.

“Project Build Out Deadline” has the meaning set forth in Section 8.1(b).

“Project Schedule” has the meaning set forth in Section 8.1(a).

“Project Site” means the land in Hillsborough County, on which the Project will be located as more particularly described in Exhibit B and Exhibit Q, designated by Owner for the performance of the Work and such additional areas as may, from time to time, be designated in writing by Owner for Contractor’s use hereunder.

“Quality Assurance Plan” has the meaning set forth in Section 2.3(b).



“Residence” means one of the single-family homes to be constructed in the Development as depicted in Exhibit Q.



“SCADA System” means the supervisory control and data acquisition and output prediction system for Owner’s system.

“Scope of Work” means the items set forth on Exhibit A and the items set forth in the attachments to Exhibit A, including the specifications set forth in Exhibit A-1.

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“Site Supervisor” has the meaning set forth in Section 2.7.

“State Benefits” means any investment tax credit, production tax credit or other tax credit or loan guarantee available with respect to the Project under the laws of the State of Florida, as amended, and any loan guarantee program of the State of Florida.

“Subcontractor” means any Person who performs work or supplies materials or equipment related to the performance of any obligations undertaken by Contractor under this Agreement. For the avoidance of doubt, “Subcontractor” includes any such Person, regardless of tier.

“System” means the direct current renewable microgrid system described in the Scope of Work to be designed, engineered, procured, constructed, tested and commissioned in accordance with the terms and conditions set forth in this Agreement, together with all necessary equipment and materials, supporting improvements and interconnections facilities.

“System Access” has the meaning set forth in Section 4.3(a).

“System Final Completion” has the meaning set forth in Section 7.5.

“System Final Completion Date” means the date on which System Final Completion occurs, as determined in accordance with Section 7.5.

“TECO Affiliate” means TECO Energy, Inc., or any direct or indirect subsidiary thereof other than Owner.

[REDACTED]

“Targeted Residences” means thirty-seven (37) Residences in the Development, or such lower number as is re-sized pursuant to Section 11.3.

“Taxes” means taxes, customs duties, fees, imposts, value-added taxes, sales or use taxes and similar governmental charges of any kind.

[REDACTED]

[REDACTED]

“Unforeseen Subsurface Conditions” means (i) subsurface or latent physical conditions at the Project Site differing materially from those specifically located and described in the Geotechnical Report set forth in Exhibit O (or if no Geotechnical Report has been delivered to Contractor as of the Effective Date of this Agreement, differing materially from those conditions provided by Owner to Contractor for Contractor’s pricing of this Agreement), or (ii) previously unknown physical conditions at the Project Site of an unusual nature or not indicated in the Geotechnical Report and differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

“Warranty” has the meaning set forth in Section 12.2(a).

[REDACTED]

“Work” means the systems and items (including all Equipment) described in the Scope of

Work and the designing, engineering, procuring, installing, constructing, commissioning and testing of those systems and items designated in the Scope of Work to be performed by Contractor, and all services and deliverables related thereto or described in this Agreement. The term “Work” specifically does not include (i) any contractual rights or authorizations necessary for the production, delivery, and sale of electrical power produced by the Project, or (ii) any contractual rights or permits for which Contractor is not responsible pursuant to this Agreement.

Section 1.2 Rules of Interpretation. Unless otherwise required by the context in which any term appears:

- (a) the Recitals are expressly made a part of this Agreement;
- (b) capitalized terms used in this Agreement other than for grammatical purposes shall have the meanings specified in this Article 1 or as otherwise defined in this Agreement;
- (c) the singular shall include the plural and vice versa, and the masculine, feminine and neuter gender include all genders;
- (d) the words “herein,” “hereof” and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular section or subsection of this Agreement;
- (e) references to, and the definition of, any agreement, document or instrument (including this Agreement) shall mean a reference to such agreement, document or instrument as the same may be amended, modified, supplemented or replaced from time to time;
- (f) all references to an “Article,” “Section” or “Exhibit” are to an Article or Section hereof or to an Exhibit attached hereto; and, unless otherwise indicated, any reference to a specific Exhibit includes therewith any attachments thereto;
- (g) the words “include,” “includes” and “including” mean include, includes and including “without limitation” and “without limitation by specification;”
- (h) the word “day” (as distinguished from a “Business Day”) means a calendar day (including Saturdays, Sundays and holidays) and the word “month” means a calendar month, and
- (i) the table of contents and article and section headings and other captions are for the purpose of reference only and do not limit or affect the meaning of the terms and provisions hereof.

**ARTICLE 2
CONTRACTOR’S OBLIGATIONS**

Section 2.1 Contractor’s Performance Obligations. Subject to Section 2.2 and Article 5, Contractor agrees to supply all Work necessary or appropriate to execute and complete the System [REDACTED] and in accordance with this Agreement and shall, at its own expense,

obtain, provide for and furnish all Equipment, supervision, labor and any other services that are required to perform the Work, complete the Project and deliver the System, and to perform the Warranty Work as set forth in this Agreement. Contractor acknowledges Owner's reliance on Contractor's expertise and agrees to provide Work that is reasonably inferable (but not described) from the Scope of Work described in Exhibit A. Without limiting the generality of the foregoing, Contractor shall:

- a. perform all design and engineering for the System and prepare all construction drawings, installation drawings and instructions, tests procedures and other materials and information required to construct, test, start up and commission the System;
- b. procure and deliver to the Project Site all of the Equipment, and install, troubleshoot and commission all of the components, machinery and equipment required for the Work;
- c. as it relates to the Work and with respect to all Equipment, provide equipment loading and unloading; customs clearance; payment of customs duties; docking, warehousing, off-site storage (as necessary) and transportation for delivery to the Project Site;
- d. provide the necessary construction management required to perform the Work (including assigning a site supervisor as set forth in Section 2.7 assigned to support and coordinate with Owner on all Work);
- e. supply all labor, materials, parts, supplies and consumables required in connection with the performance of the Work;
- f. ensure that Contractor and Subcontractors are properly licensed and qualified to perform the activities described in the Scope of Work in Florida;
- g. review the Geotechnical Report, confirm acceptance of the data, methods and results and ensure such results are incorporated in the Work;
- h. commission and test the System pursuant to the requirements of the Scope of Work and Exhibit B;
- i. reasonably assist Owner in obtaining and maintaining the Owner Permits;
- j. install all [REDACTED] in accordance with applicable manufacturer's specifications;
- k. obtain and pay for all necessary permits and bonds or other form of surety necessary to support transportation of Equipment to the Project Site; and provide and perform all necessary work to move all Equipment across underground utilities located on the Project Site or property adjacent to or en route to the Project Site and protect such utilities from damage as a result of any construction activities;
- l. develop, implement and maintain a written health, safety, environment and

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accident prevention program that meets the requirements of all Applicable Laws and Owner's Contractor Safety Compliance Program attached hereto as Exhibit K (such program to be provided by Contractor to Owner no less than thirty (30) days prior to commencing Work at the Project Site) and require its employees and Subcontractors to comply with same;

m. erect and maintain, as required by the condition and progress of the Work, all necessary safeguards for the safety and protection of life and property related to the performance of the Work using commercially reasonable measures, including any provisions necessary for fire protection of the Work, first aid and other emergency responses, all in accordance with Exhibit K and Contractor's health, safety, environment and accident prevention program required by Section 2.1(l) above;

n. timely make payments to all Subcontractors in accordance with the terms of the applicable agreements with such parties;

o. coordinate Project Site activities with Owner, Developer and Builder during the course of performing the Work as more fully described in Section 2.4;

p. comply with the Contractor Permits and the Owner Permits (to the extent provided to Contractor by Owner);

q. obtain and pay for (i) temporary utilities (e.g. water, electricity) as necessary (but excluding those utilities identified as to be provided by Owner in Section 4.1(h) below), (ii) all chemicals and lubricants and consumables, and (iii) disposal of sewage, waste material, rubbish and uncontaminated spoils generated by Contractor and its Subcontractors, in each case to the extent necessary for Contractor's performance of the Work (including the conduct of the Tests) during the period from commencement of the Work through System Final Completion; and

r. at Owner's request, provide a final cost report in the form of Exhibit E for the Work and other information reasonably necessary for Owner to maintain segregated accounts, fiscal records and books of account pertaining to the System in accordance with U.S. generally accepted accounting principles, consistently applied Federal Energy Regulatory Commission property units and Applicable Law for its tax and fixed asset records.

Section 2.2 Commencement of Work; Commission Approval.

(a) Commencement of Work at the Project Site. Contractor shall not commence performance of any Work at the Project Site, except as may be directed in writing by Owner, until the conditions set forth in (i) below are satisfied. Owner shall have no commitment to compensate Contractor for the performance of the Work under this Agreement or related to the System until the conditions set forth below in Section 2.2(a)(i) are satisfied.

(i) Certain Conditions Precedent.

(A) Developer Agreement. The Developer Agreement shall have been executed by all parties thereto.

(B) Builder Agreement. The Builder Agreement shall have been

executed by all parties thereto.

(ii) Effect of Failed Conditions. If, for any reason, the conditions set forth in Section 2.2(a)(i) are not satisfied by October 31, 2020, either Party will have the right to terminate this Agreement by delivering a notice of such termination to the other Party. Any termination pursuant to this Section 2.2(a)(ii) will be effective as of the date that is five (5) days following receipt of the notice of termination by the non-terminating Party and the Agreement will be unwound in accordance with Section 15.6(a).

(b) Other Conditions. Upon satisfaction of Section 2.2(a) requirements, Contractor shall commence Work, subject to the conditions set forth in Section 2.2(b)(i), (ii), (iii), (iv) and (v). In any event, Contractor will not serve any Residences electricity through any Block Boxes at the Site until Section 2.2(b)(ii) is satisfied, nor lay any foundation for the CEP or Block Boxes until Section 2.2(b)(iii) is satisfied.

(i) Commission Approval. Simultaneous with or shortly after executing this Agreement, the Owner shall submit a petition to the FPSC seeking approval of the Pilot Project and entrance into this Agreement. Satisfaction of the condition set forth in this Section 2.2(b)(i) will be achieved when the FPSC approves the petition as submitted, or approves it with conditions that are acceptable to Owner in its sole discretion. Contractor may proceed with Work in advance of Owner's receipt of approval of the above ("Commission Approval"), however, such Work shall be at Contractor's risk and provided that the System is not used to distribute electricity to the utility meter at a Residence prior to Commission Approval.

(ii) [REDACTED]

(iii) Zoning Approvals. Owner has submitted a request for certain zoning

approvals from Hillsborough County (Personal Appearance for Board of County Commissioner approval and site plan certification) for (a) a utility access point for accessing the CEP, and [REDACTED]

[REDACTED]

(iv) [REDACTED]

[REDACTED]

(v) FERC Approval. Simultaneous with or shortly after executing this Agreement, application is being made to FERC by certain officers and directors of Contractor seeking authorization to hold interlocking positions pursuant to Section 305(b) of the Federal Power Act, 16 U.S.C.S. § 825d(b) (2020), and Section 45.8 of the regulations of the Federal Energy Regulatory Commission, 18 C.F.R. § 45.8 (2020) (“FERC Application”). Contractor may proceed with Work in advance of FERC’s approval of the FERC Application (“FERC Approval”), however, such Work shall be at Contractor’s risk and provided that no payments may be paid to Contractor hereunder nor may title to any Equipment pass to Owner prior to receipt of Commission Approval. In the event that FERC Approval has not been obtained by January 15, 2021, Contractor may, in a writing acceptable to Owner, assign all of its rights and obligations under this Agreement to its parent company, Emera Technologies LLC, which shall satisfy this condition under the Agreement.

(vi) Effect of Failed Conditions. If, for any reason, the conditions set forth in Section 2.2(b)(i) or (iii) are denied by the FPSC or Hillsborough County, as applicable, or if the condition set forth in Section 2.2(b)(iv) is not met at any time, then Owner may terminate this Agreement by delivering a notice of such termination to Contractor. If, for any reason, the conditions set forth in Section 2.2(b)(i) [REDACTED]

[REDACTED], or such later dates as are mutually agreed by the Parties, then either Party will have the right to terminate this Agreement by delivering a notice of such termination to the other Party. Any termination pursuant to this Section 2.2(b)(vi) will be effective as of the date that is five (5) days following receipt of the notice of termination by the non-terminating Party and the Agreement will be unwound in accordance with Section 15.6(a).

Section 2.3 Deliverables. Contractor shall provide the following deliverables to Owner:

(a) Drawing List. Within thirty (30) days following the Effective Date, Contractor shall provide to Owner the requisite list of design drawings and documents. Within ten (10) days of the receipt of any drawing or document submitted to it for review under this Agreement,

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Owner shall notify Contractor in writing of any comments or queries that it may have thereon. Thereafter Contractor and Owner will have five (5) Business Days to review drawings or documents until such time as the Owner accepts the drawing or document for implementation in the Project. Alternate review period durations would require written acceptance by both Contractor and Owner.

(b) Quality Assurance Plan. Contractor shall submit for Owner review, comment and acceptance a quality assurance plan meeting the requirements of Exhibit P (“Quality Assurance Plan”) prior to commencing any Work to which the Quality Assurance Plan will apply, but in no event shall Contractor submit the entire plan later than thirty (30) days after the Effective Date.

(c) Environmental Management / Compliance Plan: Contractor shall submit for Owner review, comment and acceptance an Environmental Management and Compliance Plan prior to commencement of any Site Work that, as a minimum, reflects the requirements presented in Exhibit L.

(d) Materials Management, Preservation and Theft Prevention Plan. Contractor shall submit for Owner review, comment and acceptance a Material and Preservation Plan prior to commencing any Work to which the transport, receipt, unloading, storage and preservation and security of equipment and / or components will apply, up to point of permanent installation of the equipment or component, but in no event shall Contractor submit the entire plan later than thirty (30) days after the Effective Date. Such plan shall also address steps taken to prevent theft or vandalism of equipment and supplies in storage or on site.

(e) Reserved.

(f) O&M Manuals and Spare Parts. Not later than fifteen (15) days prior to the anticipated date of Project Build Out, Contractor shall deliver to Owner three (3) copies (one (1) hard copy and two (2) CD-ROMs each containing a copy) of the operations and maintenance manuals for Equipment procured by Contractor (e.g. generators, transformers, solar arrays). Prior to the completion of the Evaluation Period, Contractor shall deliver to Owner three (3) copies of the operations and maintenance manuals developed for the Block Box. The spare parts list will be provided in accordance with Exhibit A.

(g) As-Built Drawings. As a condition of Project Build Out, Contractor shall deliver to Owner two (2) sets of preliminary As-Built Drawings and two USB drives containing copies of all such drawings in AutoCAD or a format reasonably acceptable to Owner; and as a condition of System Final Completion, Contractor shall deliver to Owner two (2) sets of final As-Built Drawings and two USB drives containing copies of all such drawings in AutoCAD or a format reasonably acceptable to Owner.

Section 2.4 Cooperation.

(a) Cooperation with Developer, Builder, and Owner Contractors. Contractor shall cooperate as reasonably needed or requested by Owner with Developer, Builder, Owner Contractors, Owner’s representatives and Owner’s counterparties working at the Project Site to coordinate Contractor’s performance of the Work with such other Persons.

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(b) Cooperation Regarding Platform In-Service. Contractor and Owner recognize that Platform In-Service will commence as soon as the first Block Home is connected to the completed Block Ring and Community Energy Park, and that Contractor will be continuing to install and complete additional Block Homes as each Block Home is made commercially operational. While the Work is being completed, Contractor shall not interfere with the generation or supply of electricity from / to any completed Block Home, the CEP or Block Ring, to the extent practicable.

(c) Cooperation for Permitting. Contractor shall cooperate as reasonably needed or requested by Owner with Government Entities and other Persons as needed in support of Owner Permits, and Contractor's time and materials is included in the Contract Price. Contractor's cooperation will include reviewing and reasonably assisting Owner on applications, providing supporting detail and appearing at public meetings.

(d) Cooperation for Regulatory Approval. Contractor shall cooperate as reasonably requested by Owner in support of any filings or other approvals before the Florida Public Service Commission, Federal Energy Regulatory Commission, or other energy regulatory body and Contractor's time and materials is included in the Contract Price. Contractor's cooperation may include reviewing filings, providing testimony, and/or making appearances.

Section 2.5 Contractor, Employees, and Subcontractors. Contractor shall assign qualified and competent supervision and personnel to perform the Work and have qualified and competent supervision at the Site at all times to direct and observe the Work. [REDACTED]

[REDACTED]. Prior to entering into any subcontract relating to the Work to be performed on the Project Site, Contractor shall submit to Owner a subcontractor data sheet that includes the name and address of the proposed subcontractor and the scope of work proposed to be included under such subcontract. [REDACTED]

[REDACTED]

[REDACTED] Contractor is responsible for the payment of all compensation, benefits and employment taxes with respect to the Contractor's employees. Contractor will investigate and take appropriate action with respect to any personnel issues brought to its attention by Owner. Unless otherwise agreed, agreements (other than supply of Block Box components) entered into by Contractor with such Subcontractors shall be assignable in accordance with Section 12.4. [REDACTED]

[REDACTED]

Contractor shall make reasonable efforts to bind those of its Subcontractors that will perform Work on the Project Site and for any equipment that may be Retained Equipment to the dispute resolution clause included in Section 19.1. Nothing contained herein shall obligate Owner to pay any Subcontractor for any of the Work performed by such Subcontractor. No Subcontractor is intended to be, nor shall any such Subcontractor be deemed to be, a third-party beneficiary of this Agreement.

Section 2.6 Reserved.

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Section 2.7 Contractor's Representative. Contractor shall designate, in a written notice to Owner, a project manager who will have full responsibility for managing the performance of the Work and interfacing with Owner, Developer and Builder, to coordinate the activities at the Project Site ("Contractor's Representative") and a site supervisor who will have responsibility for activities at the Project Site (the "Site Supervisor"); however, neither Contractor's Representative nor Site Supervisor will have the authority to amend this Agreement (including the Scope of Work). Contractor hereby designates Mr. Chris Hooper as the Contractor's Representative and J. Manuel Barrera as the Site Supervisor. The individuals so designated may be replaced by Contractor subject to Owner's approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Section 2.8 Taxes. The Parties agree that the Contract Price includes all Taxes, other than Florida sales tax on the final product to be sold hereunder. The Parties agree to review the applicability of sales tax and develop a plan for seeking tax exemption, if applicable, within thirty (30) days of the Effective Date of this Agreement. To the extent an exemption is not available, Contractor may increase the price of a component to be sold to Owner to include sales tax it is required to collect, and revise the Payment Schedule to reflect the same. Except for the foregoing and subject to Section 5.1, Contractor is responsible for any and all taxes, tariffs, etc.

Section 2.9 Hazardous Materials. Contractor shall not manufacture, use, store or dispose at, or deliver to, the Project Site any Hazardous Materials except to the extent necessary to perform its obligations under this Agreement and any such manufacture, delivery, use, storage or disposal shall be in compliance with all Applicable Law. Contractor shall provide data sheets, warning labels or other documentation covering all Hazardous Materials to be delivered to the Project Site prior to or at such time as Contractor causes any such substances to enter the Project Site. If Contractor or any Subcontractor (a) brought or caused to be brought, or created or caused to be created, Hazardous Materials on the Project Site, or (b) improperly handled, treated or stored, or otherwise through negligence or willful misconduct caused the release of, any Hazardous Materials on the Project Site, then Contractor shall be responsible to remove or to remediate all such Hazardous Materials in accordance with Applicable Law. Contractor shall maintain an updated file of all material safety data sheets for all Hazardous Materials used in connection with performance of the Work at or near the Project Site or at any construction area related to the Project and shall deliver an update of such file to Owner no later than five (5) Business Days after the end of each month during the performance of the Work. During the performance of the Work, Contractor shall maintain an accurate record and current inventory of all Hazardous Materials used in performance of the Work and material safety data sheet at or near the Project Site or at any construction area related to the Project, which record shall identify quantities, location of storage, use and final disposition of such Hazardous Materials. Contractor shall implement and administer a Hazardous Materials handling program that meets the requirements set forth in Exhibit L for all of its employees and all Subcontractors present at the Project Site which shall include development of guidelines and training with respect to the proper handling, use and disposal of Hazardous Materials and the development, implementation and enforcement of procedures for notification of Owner and appropriate Governmental Authorities about, and clean-up of, spills and other emissions of Hazardous Materials, which such program shall be provided to Owner for review not later than forty-five (45) days prior to any Work at the Project Site. Provided that Contractor has fully complied with all of the obligations set forth in this Section 2.9, Owner shall take title to all Hazardous Material incorporated into the Work and shall assume all risk with respect thereto upon System Final Completion, except as regards Contractor's Warranty obligations. Contractor

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shall provide to Owner copies of all waste disposal manifests, if any, related to the disposal of any Hazardous Materials. If during performance of the Work Contractor or its Subcontractors encounter any subsurface Hazardous Materials at the Project Site the presence of which was not previously disclosed to Contractor, Contractor shall immediately cease performance of Work to the extent necessary to avoid disturbing such Hazardous Materials or exacerbating any existing disturbance and promptly notify Owner of such encounter, initially by telephone and then in writing. Owner shall be responsible for dealing with any such Hazardous Materials in accordance with Applicable Law, and to the extent performance of the Work is delayed due to the presence of such Hazardous Materials (despite Contractor's reasonable mitigation efforts, which shall not require unreasonable exposure to such Hazardous Materials), Contractor shall be entitled to a Change Order in accordance with the provisions of Article 5.

Section 2.10 Reserved.

Section 2.11 Standards of Performance. Contractor shall perform and prosecute all Work in accordance with the terms and conditions of this Agreement, including all requirements of the Scope of Work using reasonable care and in compliance with all Applicable Law and Permits required for the completion of the Work, using methods and equipment that are accepted as Good Utility Practices. Contractor shall perform all work on rooftops and utility easements in accordance with housing code requirements.

Section 2.12 Commissioning of the Work. Contractor shall be responsible for performing all calibration, functional testing and start-up testing for the Work necessary to satisfy the Scope of Work and other requirements pursuant to this Agreement.

Section 2.13 Clean-up; Non-Interference. Contractor shall continuously remove from the Project Site waste materials and rubbish caused by Contractor's Work. Contractor shall maintain the Project Site in a clean and professional manner but shall have no responsibility for conditions created by third parties other than Subcontractors. All waste material and rubbish resulting from the Work shall be handled and disposed of by Contractor at its own expense and in accordance with all Applicable Law.

Section 2.14 Books and Records; Tax Accounting. Contractor shall keep such full and detailed books, records and accounts as may be necessary for proper financial management and tax compliance of Contractor. In addition, within a reasonable period of time after a request therefor, Contractor shall provide Owner with information regarding quantities, cost, and descriptions of the Work reasonably necessary for Owner's preparation of tax returns, property tax filings, other regulatory compliance filings, and as may be necessary to allocate costs and expenses to submit applications for Federal Benefits or State Benefits.

Section 2.15 Meetings. Contractor's Representative or, in the absence of the representative, an appointed designee shall plan and attend the weekly meetings at which the activities to be conducted by Contractor and any Owner Contractors during that week are reviewed and coordinated. Owner may, in its reasonable discretion, require more frequent meetings and/or request meetings that include Developer or Builder.

Section 2.16 Rights of Inspection and Review.

[REDACTED]

**ARTICLE 3
CONTRACT PRICE AND PAYMENT TERMS**

Section 3.1 Contract Price. As of the Effective Date, the price for the performance of all of the Work shall be [REDACTED] (such amount, as may be adjusted pursuant to the provisions of this Agreement, referred to herein as the “Contract Price”). The Contract Price stated above assumes that each of the Targeted Residences is constructed in the Development and meets the requirements of a Block Home, and is subject to adjustment pursuant to Section 11.3.

Section 3.2 Price Inclusive. The Contract Price includes payment for all Equipment, materials, labor and services relating to Contractor’s performance of its obligations under this Agreement and the Work (including all Work, materials, equipment and services provided by Subcontractors), and includes sales or use taxes (subject to Section 2.8) and all other applicable federal, state, and local taxes or licenses arising out of Contractor’s performance of the Work, shipping charges and insurance and all duties, fees, and royalties imposed with respect to any Equipment, materials, labor or services. Notwithstanding the foregoing, Contractor shall not be liable for (i) any Owner related real estate taxes or ownership taxes and (ii) any federal, state or local income or gross receipts, taxes or duties, fees or royalties with respect to Owner’s income or revenue from the Project.

Section 3.3 Payment of Contract Price.

(a) Milestone Payment Schedule. Contractor shall be paid in accordance with the Milestone Payment Schedule. The Milestone Payment Schedule sets forth the portion of the Contract Price to be paid by Owner to Contractor [REDACTED]. Nothing in this Section 3.3(a) is intended to limit Owner’s obligations to Contractor under Section 15.5 [REDACTED] for the payment of the reasonable and documented Demobilization Costs of Contractor, where applicable.

(b) Right to Withhold. Owner may withhold from payments due and payable to Contractor (i) an amount as may be reasonably necessary to protect Owner from loss because of third party claims made to the extent covered by Contractor’s indemnification obligations under this Agreement (except that if such claim is addressed under Section 3.7(b), then only if Contractor has failed to bond over such claim as permitted by Section 3.7(b)); (ii) an amount equal to payments previously made to Contractor which were not yet properly due and payable pursuant to this Section 3.3; and (iii) any other sums which Owner is entitled to recover from Contractor under the terms of this Agreement or pursuant to Applicable Law.

(c) System Final Completion Payment. Within thirty (30) days of the System Final Completion Date, Owner shall pay to Contractor: (i) the amount due and payable with respect to such achievement, and (ii) any other withheld funds then due Contractor. In addition, Owner shall pay Contractor all amounts that are currently due under any Change Orders and all other amounts that are currently due hereunder.

Section 3.4 Payment of Change Orders. If an equitable adjustment to the Contract Price

is due pursuant to Article 5, then the resulting Change Order shall include either a revised Milestone Payment Schedule or an alternative schedule for the payments due by Owner to Contractor thereunder, and include such payments in the invoices submitted to Owner pursuant to Section 3.5. If a Change Order results in a reduction in the cost of the Work, the Contract Price shall be reduced by the amount of such reduction and the Parties shall agree on an appropriate modification to the Milestone Payment Schedule to effect such reduction in the Contract Price, and reflect such reductions in the invoices submitted to Owner pursuant to Section 3.5.

Section 3.5 Invoicing and Payments.

(a) On or before the tenth (10th) day of each month, Contractor shall submit an invoice to Owner to the Owner's Representative in accordance with Section 20.3, which invoice shall aggregate (i) all amounts theretofore earned by Contractor, if any, pursuant to the terms of this Agreement and not previously invoiced and (ii) any amounts that are due to Contractor in respect of Change Orders pursuant to Section 3.4. Owner shall be responsible for paying or causing to be paid all invoiced amounts not in dispute on or before the fifth (5th) day of the month following the month in which Owner receives a properly documented invoice; provided, such payment due date, however, shall in no event be less than thirty (30) days from Owner's receipt of a properly documented invoice. All payments shall be made by intercompany transfer to the Contractor's account or to such other account as may be designated by Contractor to Owner in an invoice.

(b) As used herein, a "properly documented invoice" shall mean an invoice that: (i) is prepared substantially with the form of Exhibit J; (ii) includes a progress report with respect to the items on the Milestone Payment Schedule, [REDACTED]; (iii) includes, in the case of a request for reimbursement of sales or use taxes, an invoice or such other reasonable accounting records; and (iv) includes waivers and lien releases in accordance with Section 3.7. Upon Owner's request, Contractor shall make available Subcontractors' invoices for inspection by Owner's representatives.

(c) If Owner objects to the documentation provided with any invoice, Owner shall pay, on or before the fifth (5th) day of the month following the month in which Owner receives the invoice as provided in Paragraph (a), (i) the portion of the invoice, if any, as to which proper documentation was included with the invoice, and (ii) the portion of the invoice, if any, as to which proper documentation was provided within five (5) days after a notice from Owner provided pursuant to Paragraph (b). Owner shall pay the balance of the invoice, if any, as part of the invoice for the month in which Owner receives proper documentation in support thereof.

Section 3.6 Interest. All amounts due under this Agreement (including all disputed amounts ultimately determined to be due following the resolution of a Dispute pursuant to Article 19 or otherwise) shall bear interest from the date that such amount first became due and payable under the terms of this Agreement until the date that it is paid at the lesser of (a) the Prime Rate plus two percent (2%) and (b) the maximum rate permitted by Applicable Law.


Section 3.7 Liens and Lien Waivers.

(a) Lien Waivers; Invoices. At Owner's request, Contractor shall submit to Owner partial or final lien waivers and releases and bills-paid affidavits in forms and substance reasonably acceptable to Owner.

(b) Indemnification. Contractor shall indemnify, defend and hold harmless Owner from and against any claim, demand or cause of action arising from or related to a notice of lien, claim for lien, lien or suit to foreclose a lien filed, given, made or maintained by Contractor or any Subcontractor except with respect to those arising out of the failure of Owner to perform its payment obligations hereunder. In the event Owner receives a notice of lien, claim of lien or any such lien is filed, Contractor shall either remove and discharge the same within five (5) Business Days of receipt of notice from any party (including Owner or any Subcontractor) of the filing of any lien by any Subcontractor or bond over the same as provided herein. Such bond must be sufficient to remove the notice of lien, claim of lien or lien from the System, the Project or the Project Site, including individual Block Homes, limit the claimant's recourse solely to such bonds in accordance with the applicable provisions of the laws of the State of Florida, and be reasonably acceptable to Owner's title company. If the lien is bonded against as required by this Section 3.7(b), Owner agrees that the existence of such lien shall not be a bar to any payment that is otherwise due and payable under this Agreement. If Contractor fails to remove and discharge or bond over the lien (except for liens resulting from non-payment by Owner) within the time provided, Owner may post surety bonds that are sufficient to remove the notice of lien, claim of lien or lien from the System, the Project or the Project Site and limit the claimant's recourse solely to such bonds in accordance with the applicable provisions of the laws of the State of Florida and charge the cost of such bonds to Contractor.

**ARTICLE 4
OWNER'S RIGHTS AND OBLIGATIONS**

Section 4.1 Obligations of Owner. Owner, at its sole expense, hereby agrees to perform, or cause to be performed, all of the following, subject to the terms and conditions contained in this Agreement and in accordance with Applicable Law:

- (a) pay the Contract Price in accordance with the provisions of Section 3.3;
- (b) provide to Contractor and Subcontractors adequate access (including ingress and egress) to the Project Site and the System to perform the Work subject to, if applicable, Contractor's compliance with Owner's standard terms for computer network access;
- (c) obtain, maintain and provide to Contractor copies of any Owner Permits;
- (d) 
- (e) cause the installation of conduit and AC circuitry as is designated Owner responsibility in Exhibit Q by or before each Residence is expected to receive its Certificate of Occupancy; and, as may be mutually agreed, to perform those items described on Exhibit Q as Contractor's responsibility, provided Contractor agrees to reimburse Owner for its costs and Contractor approves of such work from a quality assurance standpoint;
- (f) cause any needed service for data lines required for the SCADA System to be available at the CEP (as identified in the Scope of Work);

(g) reasonably assist Contractor in obtaining the Contractor Permits; and

(h) contract for installation of natural gas line to supply CEP at a location mutually agreed and arrange for supply of natural gas to CEP by dates agreed for testing or system and commercial operation (it being understood that Contractor will reimburse Owner for contribution-in-aid-of-construction paid to gas provider (if any) and quantities of natural gas consumed during such testing);

Section 4.2 Disclosure of Information. Owner shall provide Contractor with all necessary non-proprietary technical information, data and documents in Owner’s possession which Contractor reasonably requests and which pertains to the design, construction or operation of the Project or the performance by Contractor of its obligations hereunder.

Section 4.3 System [REDACTED].

(a) Commencing on the Effective Date and continuing through the O&M Services Period, Owner shall give Contractor limited access to the System (“System Access”) for the sole purpose of showing the System to prospective customers and allowing third parties to evaluate the performance of the System, subject to any restrictions set forth in the Developer Agreement and/or Builder Agreement, and any other reasonable restrictions that Owner notifies Contractor of in writing that are necessary and appropriate to protect the security of the System or the safety of visitors and other persons.

(b) [REDACTED]

(c) [REDACTED]

Section 4.4 Cooperation Regarding Service to Customers. Contractor and Owner recognize that, where a Block Home has achieved Platform In-Service, electric service shall commence for such residence, and Contractor will use commercially reasonable efforts to perform the Work so as to not interrupt or otherwise affect such service. If at any time during the

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performance of the Work Contractor learns or has reason to believe that service to such customer(s) has or will be affected, Contractor will promptly notify Owner so that service may be provided to affected customers using the AC backup system.

Section 4.5 Owner's Representative. Owner shall designate, in a written notice to Contractor, an Owner's Representative who will have full responsibility to interface with the Contractor's Representative and its respective representatives and delegates. Owner's Representative shall act as the single point of contact in all matters relating to this Agreement on behalf of Owner. The initial Owner's Representative is Mr. Phil Zinck. Owner may, from time to time, designate a new Owner's Representative with notice to Contractor.

Section 4.6

[REDACTED]

Section 4.7 Owner's Right to Suspend Performance.

[REDACTED]. In case of any such suspension, Owner shall notify Contractor in writing reasonably in advance of the first day of suspension (but in no event less than ten (10) days, unless emergency conditions justify a shorter time), indicating the scope of the suspension. Contractor shall advise Owner of the reasonable estimate of any Contract Price adjustment and Project Schedule adjustments based on the specified period of suspension, applicable demobilization and remobilization charges and Contractor's ability to reasonably reallocate manpower, material and equipment during the suspension period. Upon conclusion of any actual suspension, Contractor shall resume performance as soon as reasonably practicable, provide to Owner the actual Contract Price adjustment and Project Schedule adjustment resulting from the suspension with such documentation as Owner reasonably may require, and be entitled to a Change Order adjusting the Contract Price and the Project Schedule. If any suspension or combination of suspensions exceeds a total of one hundred eighty days (unless the Parties have, prior to the expiration of such period, entered into a Change Order or other amendment of this Agreement providing appropriate relief, protection and compensation to Contractor for such suspension), Contractor may terminate this Agreement by notice to Owner. Compensation to Contractor in the case of such termination shall be the same as if Owner had terminated this Agreement for convenience. Any suspension of the Work by Owner due to (a) a failure of Contractor to perform its obligations under this Agreement in accordance with its terms for any reason, (b) any safety or emergency condition at the Project Site or impacting the Project; or (c) any requirement to comply with Applicable Law or any Permit or other similar regulatory or judicial requirement, shall not be considered a suspension pursuant to this Section 4.7.

4.8 Owner's Right to Serve Customers. Nothing in this Agreement will limit or otherwise affect Owner's right to serve its utility customers when and how it sees fit in Owner's

sole and absolute discretion. Owner may, at any time, and in its sole and absolute discretion, serve its customers with AC power. Owner shall notify Contractor that it has taken such action.

**ARTICLE 5
CHANGE ORDERS**

Section 5.1 Changes.

(a) The following shall be a “Change” under this Agreement:

(i) Any addition to, deletion from or modification of the Project or any of the Work that is agreed upon by the Parties or that is directed by Owner pursuant to Section 5.3(c);

(ii) Any Force Majeure Event to the extent such Force Majeure Event demonstrably adversely affects a Party’s ability to perform in accordance with this Agreement;

[REDACTED]

(iii) Delay or other demonstrable adverse impact on Contractor’s activities under this Agreement resulting from acts or omissions causing material interference or delay by Owner or Owner Contractors (unless and to the extent such delay or adverse impact is also the result of acts of Contractor or Subcontractors); provided (and Contractor’s right to relief hereunder is expressly subject to the condition) that Contractor in each such case shall have provided written notice to Owner, within seven (7) Business Days after becoming aware of such material interference or delay, describing the particulars of such delay or interference and the probable impact (or a reasonable estimate thereof, based on available information) on the performance of Contractor’s obligations hereunder;

(iv) Any suspension of the Work by Owner pursuant to Section 4.7 where Section 4.7 applies;

(v) Delay or other demonstrable material adverse impact on Contractor’s activities under this Agreement resulting from Unforeseen Site Condition at the CEP Site under the conditions for which Contractor is entitled to a Change Order in accordance with Section 2.17; or

(vi) [REDACTED]

Section 5.2 Adjustment Due to Changes. To the extent that a Change demonstrably affects Contractor’s ability to perform the Work, the time or cost (including reduction thereof) of doing so or any other obligation under this Agreement, Contractor or Owner shall be entitled to an

equitable adjustment as appropriate to the Contract Price, the Milestone Payment Schedule or such other parts of this Agreement as may be affected by such Change; provided, however, that Contractor shall use its commercially reasonable efforts, including altering the sequence of Work otherwise contemplated in the Project Schedule, altering work hours, or other means reasonably available, in order to mitigate the adverse impact of any Change. An adjustment to the Contract Price, the Milestone Payment Schedule or such other parts of this Agreement as may be affected by such Change shall only be granted to the extent that such adverse effects cannot reasonably be mitigated. The burden of proving entitlement to relief shall be on the Party requesting the Change Order. Relief for particular Changes may also be conditioned or limited as provided in Section 5.1.

Section 5.3 Change Orders.

(a) General. In connection with any Change or proposed Change, Contractor shall submit to Owner a written proposal for dealing with the impact of the Change (such proposal, as agreed and fully executed by the Parties [REDACTED] a "Change Order") identifying in sufficient detail all effects on the provisions of this Agreement that Contractor contends result or would result from the Change or proposed Change, with Owner having the right to request additional detail as reasonably needed to assess any asserted Change. All Change Orders must be submitted by Contractor within thirty (30) days of the conclusion of the circumstance giving rise to such asserted Change. [REDACTED]

[REDACTED] Except to the extent immediate action may be required by an emergency threatening life or property, Contractor shall not take action to effect or respond to a Change except pursuant to a written Change Order.

(b) By Agreement. For Changes for which an adjustment to the Contract Price (or other compensation) or to other affected provisions of the Agreement is agreed to by the Parties, Owner shall execute the Change Order authorizing such adjustments. Each Change Order shall show all agreed-upon adjustments to the Contract Price or other payments to be made to Contractor and any adjustments to the Milestone Payment Schedule or such other parts of this Agreement as may be affected by such Change.

(c) [REDACTED]

Section 5.4 Effect on Performance of Work. Nothing in this Article 5 shall be construed to relieve Contractor of any responsibility for the Work pending agreement on the terms of any Change Order (other than the portion of the Work affected by the Change Order).

**ARTICLE 6
TESTING**

Section 6.1 General Testing During Construction.

(a) Contractor shall perform the Tests in accordance with the requirements of Exhibit B, and any rerun thereof required hereunder as a result of the unsatisfactory results of such Tests, including any rerun required to demonstrate compliance with the requirements of any Governmental Authority in connection with the issuance of any Permit. All necessary utility services required for the Tests shall be provided by Contractor pursuant to the terms of Exhibit A, Section 2.

(b) Contractor shall provide for Owner review and acceptance of the Inspection and Testing Program in accordance with Exhibit B.

(c) At any time during and promptly after completion (whether or not successful) of the Tests (or any rerun of such test, whether pursuant to Article 6 or otherwise), Contractor shall advise Owner in writing of any Defects in the System that were discovered or that occurred during the Tests. Contractor shall promptly commence and complete corrective measures to remedy such Defects (including reengineering, repairs or replacement of any defective parts, including removal and reinstallation of all defective components necessary to the performance of such obligations), at Contractor's sole cost and expense. Contractor shall notify Owner in writing that such corrective measures have been completed. If additional Tests are required to evidence the correction of any such defects and such Tests cannot be run within [REDACTED] of the original Tests, then Contractor shall give Owner not less than [REDACTED] written notice (unless otherwise agreed by Contractor and Owner) of the Tests to be rerun.

(d) During [REDACTED] Owner may require Contractor to conduct any reasonably appropriate additional tests [REDACTED], and to provide a test report in a form reasonably satisfactory to Owner, to demonstrate that any Work, including any Equipment or material subject to a remedy under the Warranty, has been effectively remedied. In connection with any performance of any such tests pursuant to this Section 6.1, appropriate allowance shall be made by Owner for normal wear and tear to the System during the period of operation prior to the Warranty repair.

Section 6.2 Evaluation and Evaluation Period.

(a) The Parties agree to undertake a study of the performance of the System in terms of the specifications set forth in Exhibit A, Attachment A.1, Exhibit B and any other criteria as the Parties may mutually agree (the "Evaluation"). [REDACTED]

[REDACTED]

The Evaluation shall run for a period of twelve (12) months, or such longer period as the Parties mutually agree in the event that there are material issues with the testing thereunder, from the Evaluation Commencement Date (the "Evaluation Period").

(b) Owner shall provide Contractor with reasonable access to the System to perform the Evaluation. Contractor will perform any measurements and Tests described in Exhibit

B, with Owner’s cooperation. Owner may have its representatives observe any portion of the Evaluation and monitor measurements taken. Each Party shall bear its own costs.

(c) [REDACTED]

(d) During the Evaluation Period, Contractor shall promptly repair or replace any defective or non-conforming materials, equipment, parts or workmanship in the System consistent with the Warranty provisions set forth in Sections 12.2 and 12.3.

**ARTICLE 7
MECHANICAL COMPLETION; PLATFORM IN-SERVICE; PROJECT BUILD OUT;
AND SYSTEM FINAL COMPLETION**

Section 7.1 General. Each component of the Work will be completed in four stages of completion: Mechanical Completion, Platform In-Service, Project Build Out, and System Final Completion.

Section 7.2. Mechanical Completion.

(a) In order to achieve Mechanical Completion each component must meet the following requirements, as specific to the component type, as further detailed in the Exhibit A and tested as further detailed in Exhibit B:

- i. The Block Ring shall achieve Mechanical Completion when all conduit, wires and terminations are installed and tested.
- ii. The CEP shall achieve Mechanical Completion when
 - site preparation has been completed;
 - the foundations and equipment pads have been poured, set and cured;
 - the generators have been installed with gas lines connected;
 - the communications system has been assembled and ready for interface with SCADA System and Block Boxes;
 - the Owner interface transformer, Main Control Cabinets and all other required cabling and works are installed and connected; and
 - all Tests for Mechanical Completion of the CEP outlined in Exhibit B have been completed and passed.

*Notwithstanding the foregoing, the foundation for the CEP will not be poured until the requirements of Section 2.2(b)(iii) are satisfied.

iii. An individual Block Home shall achieve Mechanical Completion when

- the equipment pad has been poured, set and cured;
- the Block Box has been installed;
- the rooftop solar PV system has been installed;
- the conduit and wiring between the Block Ring and Block Box has been installed and connected;
- all conduit and wiring between Block Box and the rooftop solar PV system within the Block Home has been installed and connected;
- The new junction boxes and switches within the Block Home have been installed and connected;
- the communications system has been assembled and ready for interface with SCADA System and the CEP; and
- all Tests for Mechanical Completion of the Block Home have been completed and passed.

(b)



Section 7.3 Platform In-Service.

(a) Platform In-Service shall be achieved when the following requirements are met, as further detailed in the Exhibit A and tested as further detailed in Exhibit B:

- the CEP, the Block Ring, and at least one Block Home have each achieved Mechanical Completion;
- the CEP, the Block Ring and at least one Block Home have successfully completed all System and Functional Testing as detailed in Exhibit B and are deemed capable of running as an integrated system as designed, safely and reliably; and
- the communications systems between the CEP and each completed Block Home, and between the CEP and the SCADA System, are ready for commercial operation and have completed and successfully passed related System and Functional testing as detailed in Exhibit B.

(b) As additional Block Homes satisfy the requirements of Section 7.3(a) above and are integrated with that portion of the System that has already achieved Platform In-Service, such Block Homes will be deemed to have achieved Platform In-Service.

*Notwithstanding the foregoing, service to a Residence will not be

energized by the System until the requirements of Sections 2.2(b)(i) and (ii) are satisfied.

Section 7.4 Project Build Out. Project Build Out shall occur when the CEP, the Block Ring and all Block Homes needed to serve the Targeted Residences have achieved Platform In-Service, [REDACTED]

Section 7.5 System Final Completion

(a) System Final Completion shall be achieved when all requirements detailed in the Exhibit A have been completed, including:

- the remaining Final Punchlist items are completed and closed out;
- all project documentation, drawings (including As-Built Drawings) and reports have been received and accepted by Owner as final;
- all spare parts (if any) have been received by Owner;
- all training of Owner personnel has been completed and accepted by Owner;
- there are no outstanding liens on the System, the Project or the Project Site, and Contractor has provided lien waiver and affidavits as required by Section 3.7; and
- Any amounts due Owner by Contractor have been paid.

Section 7.6 [REDACTED]

**ARTICLE 8
SCHEDULE AND DELAYS**

Section 8.1 Schedule.

(a) Project Schedule. Contractor shall perform its Work in accordance with

the general schedule attached as Exhibit V (the “Project Schedule”). [REDACTED]

[REDACTED] Contractor and Owner will discuss and agree on the detailed schedule and modifications thereto at the weekly meetings required by Section 2.15. In the event of a delay (or anticipation thereof), Contractor will promptly notify Owner; and in the event such delay will affect service to a Residence in the Development, Owner will use reasonable efforts to mitigate the effects of such delay by providing power to the affected Residence using its AC backup system.

(b) Contractor shall achieve Project Build Out no later than 180 days after the last Residence in the Development has achieved its Certificate of Occupancy (the “Project Build Out Deadline”).

Section 8.2 [REDACTED]

Section 8.3 Owner’s Right to Serve. Without limiting the foregoing, Owner shall have the right, in its sole discretion, to provide power to the Development (or any portion thereof) using its AC backup system. Each Block Home will include an operational AC switch as described in paragraph 1.1 of Exhibit A.

**ARTICLE 9
OPERATION AND MAINTENANCE
SERVICES**

From the date the first Key Component is completed and placed in-service through the end of the [REDACTED], Contractor will perform the O&M Services described in Exhibit A, Attachment A.2 [REDACTED]. Such services shall be considered part of the Work and subject to the terms and conditions of this Agreement. Owner will provide physical access to the System and to the data and controls as is necessary for Contractor to perform such services, provided such access, data and controls will be used by Contractor solely for the purpose of performing such services, shall be subject to confidentiality obligations set forth in this Agreement, and Owner’s standard terms for computer network access, where applicable and where deemed necessary by Owner.

**ARTICLE 10
LIMITATION OF LIABILITY**

Section 10.1 [REDACTED]

Section 10.2 [REDACTED]

**ARTICLE 11
FORCE MAJEURE**

Section 11.1 Excused Performance. If Owner or Contractor is rendered wholly or partially unable to perform its obligations (other than any payment obligations) under this Agreement because of the occurrence of a Force Majeure Event, that Party shall be excused from whatever obligations are affected by the Force Majeure Event to the extent so affected, provided that:

(a) the affected Party gives the other Party prompt oral notification, followed by written notice, describing the particulars of the Force Majeure Event known to such affected Party, including an estimation of its expected duration and probable impact on the performance of such Party's obligations hereunder;

(b) the notice described in clause (a) above shall be given promptly after the occurrence of the Force Majeure Event, and in no event shall the written notice be given more than five (5) Business Days after the affected Party becomes aware of such occurrence unless the Force Majeure Event prevents the giving of such notice;

(c) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(d) the affected Party shall use all commercially reasonable efforts to mitigate the delay in accordance with Section 11.2 below, and shall continue to perform its obligations hereunder to the extent that performance is not excused; and

(e) when the affected Party is able to resume performance of the affected

obligations under this Agreement, that Party shall give the other Party written notice to that effect and the affected Party promptly shall resume performance of the affected obligations under this Agreement.

Section 11.2 Mitigation. The Party affected by the occurrence of a Force Majeure Event or any matter constituting a Change hereunder shall exercise all commercially reasonable efforts to eliminate, reduce, mitigate or limit the effects of such Force Majeure Event or Change. In the case of a Force Majeure Event, the Party affected by the occurrence of a Force Majeure Event shall continue to perform any portion of the Work not affected by such Force Majeure Event and upon termination of such Force Majeure Event shall continue and complete the Work in accordance with the provisions of this Agreement.

Section 11.3 [REDACTED]

**ARTICLE 12
WARRANTIES**

Section 12.1 No Liens. Contractor warrants that, upon receipt of payments as provided in this Agreement, Contractor shall render the System, other property of Owner and the Project Site free and clear of any and all liens, claims, security interests or other encumbrances asserted or created by Contractor or any Subcontractor relating to the Work.

Section 12.2 Warranty.

(a) Contractor warrants the Work (as provided by Contractor and Subcontractors) for the duration of the [REDACTED] as follows (the following warranties, the “Warranty”):

(i) All Equipment [REDACTED] will be of good quality and new, free of Defects and in conformity with this Agreement, or incorporated by reference in this Agreement, including the Scope of Work;

(ii) The Work performed under this Agreement shall be performed or installed in accordance with Good Utility Practice, all Permits and Applicable Law, and shall conform in all respects with the Scope of Work and the requirements of this Agreement and be free from Defects;

(iii) The handling, storage and installation of any and all Equipment shall

be in strict accordance with the manufacturers' requirements and the Scope of Work (it being understood that such requirement will not apply to components of the Block Box or to the CEP nanobox, which Contractor warrants regardless of the voiding of any manufacturer warranty);

(iv) [REDACTED]

(v) [REDACTED]

All Work which does not conform to the Warranty shall be considered faulty or defective.

(b) [REDACTED]

(c) [REDACTED]

(d) Any item or part repaired, corrected or replaced pursuant to Section 12.3 (whether such item or part is repaired, corrected or replaced by Contractor, or by Owner under Section 12.3(a)) shall be re-warranted for the duration of the original [REDACTED] or a period of one (1) year from the date of completion of such repair, correction, or replacement, whichever is longer; [REDACTED].

Section 12.3 Remedy for Breach of Warranty.

(a) If the Warranty is breached, then Owner shall give written notice of the breach with reasonable promptness following Owner's discovery thereof and in no event later than [REDACTED] after the expiration of the applicable [REDACTED]. [REDACTED] of its receipt of the notice (or, where the breach of Warranty results in the interruption of power, [REDACTED] of oral notice to the "hotline" described in Section 20.3), Contractor will develop and submit a plan to Owner for approval for the repair or replacement of the defective or non-conforming materials, equipment, parts or defective workmanship, which approval shall not be unreasonably withheld, conditioned or delayed; and upon such approval,

Contractor will diligently proceed to perform such correction, at the cost and expense of Contractor. Owner shall cooperate reasonably with Contractor to diligently pursue recovery of costs under any existing Subcontractor warranties. [REDACTED]

[REDACTED]

(b) [REDACTED] Engineering. If applicable, Contractor shall re-perform correctly any engineering or [REDACTED] that does not satisfy its Warranty obligations and perform or cause to be performed remedial construction work or rework that is required to effect such re-performed engineering or [REDACTED], all at the cost and expense of Contractor.

(c) Damage Repair. For any Warranty obligation of Contractor, Contractor shall be responsible for all costs necessary to determine the need for, and to secure access to and perform, remedial Work and to re-install and restore facilities following such remedial Work, including cost of parts, consumable materials, equipment and labor. [REDACTED]

[REDACTED]

Section 12.4 Assignment of Subcontractor Warranties. Contractor shall cause all Subcontractor warranties to be assignable to Owner or Owner's designee; and (i) [REDACTED]

[REDACTED]

[REDACTED]. For the Equipment provided by the Subcontractors identified in Exhibit F, Contractor shall obtain for Owner, from the respective manufacturers, warranties reasonably acceptable to Owner (the existence, scope or coverage of such additional warranties shall not lessen, reduce or alter Contractor's Warranty obligations hereunder).

[REDACTED]

[REDACTED] Without limiting Contractor's Warranty obligations hereunder, Contractor agrees to use commercially reasonable efforts to assist Owner in the documentation and enforcement of warranties provided by Subcontractors [REDACTED].

Section 12.5 No Implied Warranties. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CUSTOM, USAGE OR OTHERWISE. THERE ARE NO OTHER WARRANTIES, AGREEMENTS OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE SET FORTH IN THIS AGREEMENT WITH RESPECT TO THE PROJECT OR WORK. NO OTHER WARRANTY, ORAL OR WRITTEN, WHICH MIGHT HAVE BEEN GIVEN BY AN

EMPLOYEE, AGENT OR REPRESENTATIVE OF CONTRACTOR IS AUTHORIZED BY CONTRACTOR. EXCEPT AS PROVIDED IN SECTION 16.1, CONTRACTOR IS NOT AND SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE TO THE EQUIPMENT OR SYSTEM, OR ANY ALLEGED BREACH OF THE WARRANTIES GIVEN IN THIS AGREEMENT, TO THE EXTENT CAUSED BY OR ARISING OUT OF:

(a) ORDINARY WEAR AND TEAR IN THE OPERATION OF THE SYSTEM OR COMPONENTS THEREOF;

(b) ABUSE, MISUSE, ALTERATIONS OR REPAIRS CARRIED OUT BY PERSONS NOT AUTHORIZED BY CONTRACTOR (EXCEPT FOR REPAIRS PERFORMED BY THIRD PARTIES PURSUANT TO THE PROVISIONS OF SECTION 12.3(A) DUE TO NON-PERFORMANCE BY CONTRACTOR);

(c) MAINTENANCE SERVICES ON THE SYSTEM PROVIDED BY ANY PARTY OTHER THAN CONTRACTOR OR SUBCONTRACTORS UNLESS APPROVED BY CONTRACTOR IN WRITING, UNLESS SUCH ACTION BY SUCH OTHER PARTY IS PERFORMED IN ACCORDANCE WITH THE STANDARDS SET FORTH IN SECTION 2.11;

(d) ANY HAZARDOUS SUBSTANCE AT THE PROJECT SITE (OTHER THAN THAT BROUGHT TO THE PROJECT SITE BY CONTRACTOR OR ITS SUBCONTRACTORS); OR

(e) A FORCE MAJEURE EVENT.

ARTICLE 13 TITLE AND RISK OF LOSS

Section 13.1 Passage of Title. Subject to Section 2.2(b)(v), title to the Work or any part thereof shall pass to Owner upon the earlier of the following: (i) the date said materials, Equipment, tools or supplies are delivered to the Project Site or such other location as designated by Owner; or (ii) the date payment for said Equipment or other deliverables, materials, tools or supplies is made by Owner to Contractor.

Section 13.2 Risk of Loss prior to Platform In-Service and to System Final Completion. Prior to the achievement of System Final Completion, Contractor shall have care, custody and control of the Work and all materials and equipment and shall bear the risk of loss related thereto, provided that, as Key Components achieve Platform In-Service, the risk of loss for such Key Components shall shift to Owner for such Equipment. Any Key Components that are lost, damaged or stolen before the date that such Key Components have achieved Platform In-Service, except due to causes for which Owner is solely responsible hereunder, shall be repaired or replaced by Contractor without any adjustment to the Contract Price except as otherwise provided hereinunder. The foregoing shall not relieve Contractor of its obligation to perform its O&M responsibilities with care and to not damage Equipment or the System through its acts or omissions during the O&M Services Period.

Section 13.3 Risk of Loss after Platform In-Service and after System Final Completion.

Upon the achievement of Platform In-Service, Owner shall assume care, custody and control of, and risk of loss for, any Key Components that have reached Platform In-Service. Upon the achievement of System Final Completion, care, custody and control of, and the risk of loss for, any remaining portions of the Work remaining with Contractor shall pass to Owner.

ARTICLE 14

Section 14.1

[REDACTED]

Section 14.2

[REDACTED]

Section 14.3

[REDACTED]

Section 14.4

[REDACTED]

**ARTICLE 15
DEFAULT AND TERMINATION**

Section 15.1 Contractor Defaults. The occurrence of any one or more of the following events shall constitute an event of default by Contractor hereunder (a "Contractor Event of Default"):

(a) A Bankruptcy Event of Default occurs with respect to Contractor;

(b) [REDACTED]

(c) Except as otherwise expressly provided for in this Section 15.1, Contractor is in breach of any material obligation under this Agreement and such breach continues for thirty (30) days after receipt of written notice from Owner; or

(d) The System fails to achieve Project Build Out by the Project Build Out

Deadline.

Section 15.2 Owner Defaults. The occurrence of any one or more of the following events shall constitute an event of default by Owner hereunder (an "Owner Event of Default"):

- (a) A Bankruptcy Event of Default occurs with respect to Owner; or
- (b) Owner fails to make a payment to Contractor of any undisputed amounts when due or is in breach of any other material obligation under this Agreement and such failure continues for thirty (30) days after receipt of written notice from Contractor.

Section 15.3 Cure of an Event of Default. An Event of Default shall be deemed cured only if such default shall be remedied within the relevant time period, if any, specified in Section 15.1 and Section 15.2 after written notice has been sent to the defaulting Party from the non-defaulting Party specifying the default and demanding that the same be remedied (provided that failure of a Party to provide such notice shall not be deemed a waiver of such default).

Section 15.4 Event of Default Remedies.

(a) Termination. Upon the occurrence of an Event of Default and following any applicable cure period without the defaulting Party having cured such Event of Default, the non-defaulting Party, without prejudice to any remedy provided herein or otherwise available at law or in equity, may, by written notice to the defaulting Party, terminate this Agreement. The termination of this Agreement shall be without prejudice to any other rights or remedies which a Party may have against the other, and no termination of this Agreement shall constitute a waiver, release or estoppel by either Party of any right, action or cause of action it may have against the other.

(b) Right of Contractor to Stop the Work and Terminate. In addition to the right to terminate pursuant to Section 15.4(a), in the Event of Default by Owner, Contractor shall have the right to immediately stop performance of the Work, or any portion thereof, until such Event of Default has been cured. With respect to any such suspension of Work, Contractor shall be entitled to a Change Order for any increased costs attributable to the stoppage of the Work and for any extension of schedule dates. Contractor's right to stop work or termination for payment default by Owner may not be exercised while Dispute resolution proceedings, under this Agreement or pursuant to judicial action, are pending regarding the reasons for or validity of Contractor's exercise of its right to terminate for payment default by Owner; provided Owner continues to make payments of undisputed amounts during such Dispute.

(c) Termination by Owner for Contractor Event of Default. In the event of a termination by Owner pursuant to Section 15.4(a), Owner shall not be required to make any further payment to Contractor unless and until all claims between the Parties are settled or resolved. Upon the occurrence or happening of a Contractor Event of Default, Owner, in addition to all other rights and remedies provided in other provisions of this Agreement, may (i) exercise the remedies set forth in Section 15.6(c), or (ii) exercise, enforce, pursue and realize on any and all other rights and remedies available to Owner under Applicable Law or under this Agreement and all other agreements, documents and instruments executed in connection with this Agreement.

Section 15.5 Payments to Contractor Upon Termination. In the event that this Agreement

is terminated by Contractor pursuant to Section 15.4(a), Owner shall make a payment to Contractor as set forth on Section 15.6(d). Upon making such payment, Owner shall take title to all Work, and, thereafter, may finish the Work and complete the Project. The Warranty shall not apply to any such Work performed by or on behalf of Owner. Simultaneous with making the payment required hereunder, Owner shall have the right to take an assignment of all subcontracts and purchase orders entered into by Contractor in connection with the Work (but not including contracts or purchase orders for Block Box components), subject to Owner assuming the obligations of Contractor under such subcontracts and purchase orders, as further provided in Section 2.10.

Section 15.6 Remedies upon Certain Events.

(a)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(iv)

[REDACTED]

(vii)

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

(e) Contractor shall execute all documents and take all other reasonable steps requested by Owner or its assignee which may be required or reasonably necessary to carry out the actions set forth in Section 15.6.

Section 15.7 Survival of Warranty [REDACTED] In the event of a termination of

this Agreement pursuant to this Article 15, the Warranty and the [REDACTED] with respect to parts of Work completed prior to such termination and paid for shall survive and continue in full force and effect in accordance with the terms of this Agreement.

Section 15.8 Remedies Cumulative. All remedies given to Contractor or Owner for default under this Agreement by the other Party, including those provided by law or equity, shall be cumulative, and the exercise of any one or more of these remedies shall not preclude the exercise of any other available remedy. No waiver by either Contractor or Owner of any violation or breach by the other Party of any of the terms, provisions or covenants contained in this Agreement shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions or covenants contained in this Agreement. Failure of Contractor or Owner to declare any default immediately upon the happening or occurrence thereof, or any delay by Contractor or Owner in taking any action in connection therewith, shall not waive such default, but Contractor or Owner, as the case may be, shall have the right to declare any such default at any time and take such action as might be lawful or authorized hereunder, either in law or in equity. Forbearance by Contractor or Owner to enforce one or more of the remedies provided in this Agreement upon an Event of Default by the other Party shall not be deemed or construed to constitute waiver of any other violation or default. No provision of this Agreement shall be deemed to have been waived by Contractor or Owner unless such waiver is in writing and signed by Contractor or Owner, as the case may be.

**ARTICLE 16
INDEMNIFICATION**

Section 16.1 [REDACTED].

(a) [REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

Section 16.2 Other. For purposes of this Agreement, “Losses” means all claims, demands, judgments, settlements, awards, damages, losses, charges, liabilities, penalties and interest (including taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses and other charges (including all reasonable attorneys’ fees and reasonable costs of litigation, hearings, proceedings, internal and external investigations, document and data productions and discovery, settlements, judgments, awards (including awards of attorneys’ fees), interest and penalties), however described or denominated.

**ARTICLE 17
RESERVED**

**ARTICLE 18
CONFIDENTIALITY, PUBLICITY AND INTERACTION WITH CUSTOMERS**

Section 18.1 Confidentiality. The Parties entered into that certain Confidentiality Agreement dated as of November 5, 2019 (the "Confidentiality Agreement") the terms of which are hereby incorporated into this Agreement. Each of the Parties agrees that the contents of this Agreement (including exhibits and schedules) shall constitute Confidential Information as such term is defined in the Confidentiality Agreement. Notwithstanding any provision to the contrary in the Confidentiality Agreement, the confidentiality obligations relating to Confidential Information shall be effective during the term of this Agreement and for a period of two (2) years from expiration of this Agreement or the earlier termination of this Agreement. For avoidance of doubt, Owner may disclose information to the FPSC, provided it notifies Contractor and seeks confidential treatment as required by Paragraph 7 of the Confidentiality Agreement.

Section 18.2 Publicity. Neither Party shall publish any drawing, photograph, video or film or directly or indirectly disclose any information relating to the Project or the System (including the existence of the Agreement) to the press, radio, television or other news media, without first submitting the content of the same to the other Party for its review and written approval. Contractor will cause its ETL Affiliates to abide by this Section 18.2, and Owner shall cause its TECO Affiliates to abide by this Section 18.2.

Section 18.3 Interaction with Customers; Builder. Contractor shall not provide promotional materials regarding the System or utility service to Owner's customers, otherwise discuss the System or utility service with Owner's customers, or market software applications or other services or products related to the System, in each case without the prior review and written approval of Owner, which approval will not be unreasonably withheld or delayed. Owner shall promptly review and respond to Contractor's requests relating to desired promotional materials, marketing applications, services or interaction with Owner's customers. [REDACTED]

[REDACTED]. Owner agrees to notify Contractor of any requests from Builder for review of materials describing the System or the Project, and to coordinate review with Contractor as soon as reasonably practicable. Contractor will cause its ETL Affiliates to abide by this Section 18.3, and Owner shall cause its TECO Affiliates to abide by this Section 18.3.

**ARTICLE 19
DISPUTE RESOLUTION**

Section 19.1 Dispute Resolution. Any claim, dispute or controversy arising out of or relating to this Agreement or the breach, validity, or termination thereof (each, a "Dispute"), will

first be attempted to be resolved by the responsible project management personnel for both Parties. Resolution failing to materialize, senior management for both Owner and Contractor will negotiate in good faith to reach an acceptable and timely resolution of the claim or Dispute. In the event senior management fails to resolve the dispute, either party may proceed to litigation in court in the State of Florida.

Section 19.2 Governing Law and Venue. The validity, performance and all matters relating to the interpretation and effect of this Agreement shall be governed by the laws of the State of Florida, without regard to its conflicts of Law principles. ALL ACTIONS ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT SHALL BE HEARD AND DETERMINED EXCLUSIVELY IN THE STATE COURTS OF FLORIDA SITTING IN HILLSBOROUGH COUNTY OR THE FEDERAL COURTS OF THE MIDDLE DISTRICT OF FLORIDA. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any action or proceeding arising out of, under or relating to this Agreement. Each Party waives any objection to such jurisdiction on the grounds that it is an inconvenient forum or similar basis.

Section 19.3 Jury Trial Waiver. CONTRACTOR AND OWNER (BY ITS ACCEPTANCE HEREOF) HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF, UNDER OR RELATING TO THIS AGREEMENT.

Section 19.4 Work to Continue. Notwithstanding any Dispute, and regardless of the basis thereof or grounds therefor, including Disputes based on or related to any Change (provided Owner has paid all amounts which are not in dispute), Contractor agrees that it will, for so long as this Agreement has not been terminated or the Work suspended, diligently prosecute the Work to System Final Completion, all in accordance with the terms of this Agreement.

ARTICLE 20 MISCELLANEOUS

Section 20.1 Intellectual Property Rights; Work Product and Licenses.

(a) Contractor Intellectual Property. As between the Parties, Contractor is, and shall be, the sole and exclusive owner of all Intellectual Property Rights in and to (a) the Equipment and work, methodologies, knowledge, and expertise performed or provided in connection with integrating the System with the Owner's power system at the Interconnection Point, including Block Boxes and placement of battery storage; and (b) any derivatives, improvements, customizations, and/or modifications of or to any of the foregoing, regardless of authorship or inventorship, developed during the term of this Agreement (collectively, "Improvements"). Accordingly, to the extent any Intellectual Property Rights in or to Improvements ("Improvement IPR") do not automatically vest in Contractor, Owner hereby assigns (and shall assign) to Contractor (or its designee) such Improvement IPR and undertakes to do all things reasonably requested by Contractor (including without limitation executing, filing, and delivering instruments), at Contractor's expense, to perfect Contractor's ownership of such Improvement IPR. Any rights not expressly granted herein are hereby reserved.

(b) As between Owner and Contractor, all drawings, plans, manuals,

specifications, schematics, documentation and other tangible deliverables (“Deliverables”) delivered to Owner by Contractor as part of the Work shall become the exclusive property of Owner upon payment therefor. Owner shall have the right to copy, modify and distribute the Deliverables for Owner’s internal use purposes only and to share it with contractors, consultants and third parties (subject to confidentiality requirements set forth in Section 18.1) for limited purpose of operating, maintaining and repairing the System.

(c) All equipment, hardware, supplies and other materials incorporated by Contractor into or otherwise made of a part the System shall be the exclusive property of Owner upon passage of title in accordance with Section 13.1; provided, however, that to the extent software purchased with equipment is subject to terms of a standard license, Owner takes such software subject to the terms and conditions of such license.

(d) Notwithstanding the foregoing, Contractor shall retain ownership of any and all of its Intellectual Property Rights, whether pre-existing or developed in the performance of the Work, that are contained in the Deliverables; provided, however, that Owner shall have, and Contractor hereby grants Owner, a permanent, non-exclusive, transferable, royalty-free and fully paid-up license to use Contractor’s Intellectual Property that is contained in the Deliverables solely in connection with Owner’s use, ownership and operation of the System; provided, however, that Contractor makes no warranty and shall have no indemnify obligations as to the use of its Intellectual Property outside of the System and any use by Owner outside of the System shall be at Owner’s peril.

Section 20.2 Review and Approval. Any provision in this Agreement requiring Contractor to submit drawings and/or other documents for Owner’s “review”, “comment”, “approval”, or “acceptance”, or any combinations of such words or words of like import shall mean, unless stated otherwise, that Contractor shall submit such drawings and/or other documents and obtain resolution of any comments before performing any Work described in such drawings and/or other documents or proceeding further. Owner’s review shall not mean that a complete check has or will be performed. Any such approval or acceptance shall not constitute acceptance or approval of design details, parameters, calculations, analyses, tests, construction methods or materials developed or selected by Contractor and shall not relieve Contractor from its obligations under this Agreement, including warranties and indemnities.

Section 20.3 Notice. As used in this Agreement, “notice” includes the communication of a notice, a request, a demand, an approval, an offer, a statement, a report, an acceptance, a consent, a waiver or an appointment. All Legal Notices (as defined below) shall be in writing signed by the Party giving such notice, and (b) shall be considered given either (i) when actually received by the recipient named below, whether by a courier or an overnight delivery service, (ii) when actually received, if sent by facsimile during normal business hours of the recipient, or otherwise on the next Business Day, to the applicable fax number set forth below subject to the confirmation of a successful transmission or (iii) when actually received if sent by United States mail in a sealed envelope or container, either registered or certified, return receipt requested, postage and postal charges prepaid, in each case addressed to the Party as follows:

If delivered to Owner: TAMPA ELECTRIC COMPANY
702 N. Franklin St.

Tampa, Florida 33602
Attention: Phil Zinck

With a copy to: TAMPA ELECTRIC COMPANY
702 N. Franklin St.
Tampa, Florida 33602
Attention: Associate General Counsel
Facsimile: (813) 228-1328

If delivered to Contractor: Emera Technologies Florida, Inc.
702 North Franklin Street, Suite 100
Tampa, Florida 33602
Attention: President

With copy to: Emera Technologies LLC
702 North Franklin Street, Suite 100
Tampa, Florida 33602
Attn: Director of Legal Services

Either Party may, by giving Legal Notice to the other, change the name and/or address of its designated recipients.

For purposes of Section 20.3, "Legal Notices" means any notice relating to Article 11, Force Majeure, Article 15 Termination, Article 16 Indemnification, Article 18 Confidentiality, Publicity and Interaction with Customers, Article 19 Dispute Resolution or Section 20.7 Assignment; Change of Leadership. All other notices must either satisfy the requirements of a Legal Notice above or be sent by electronic email (return receipt requested) to the Owner's Representative of the Contractor's Representative (as the case may be) at the following email address in which case the notice will be deemed received on the date of the receipt:

If to Owner's Representative: Phil Zinck
Email: phil.zinck@emeraenergy.com

If to Contractor's Representative: Chris Hooper
Email: chris.hooper@emeratechnologies.com

Section 20.4 Reserved

Section 20.5 Independent Contractor. Contractor is an independent contractor, and nothing contained herein shall be construed as constituting any relationship with Owner other than that of owner and independent contractor, nor shall it be construed as creating any relationship whatsoever including employer/employee, partners or joint venture parties, between Owner and Contractor's employees.

Section 20.6 No Rights in Third Parties. Except as otherwise expressly provided herein, this Agreement and all rights hereunder are intended for the sole benefit of the Parties and shall not imply or create any rights on the part of, or obligations to, any other Person.

Section 20.7 Assignment; [REDACTED].

(a) [REDACTED]

(b) [REDACTED]

(c) Null and Void. Any assignment not in conformity with this Section 20.7 shall be null and void.

(d) [REDACTED]

Section 20.8 Incorporation by Reference. All exhibits attached to this Agreement are incorporated by reference herein and made a part hereof for all purposes.

Section 20.9 Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and commitments with respect thereto. There are no other oral understandings, terms or conditions and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

Section 20.10 Amendments. This Agreement may be modified or amended only by a written instrument signed by the Parties.

Section 20.11 Severability. If any provision of this Agreement shall be determined to be unenforceable, void or otherwise contrary to Applicable Law, or in the event that any of the provisions of this Agreement are held unenforceable or invalid by any court of competent jurisdiction, such condition shall in no manner operate to render any other provision of this Agreement unenforceable, invalid, void or contrary to Applicable Law, and this Agreement shall continue in force in accordance with the remaining terms and provisions hereof, unless such condition invalidates the purpose or intent of this Agreement; provided, however, that Owner and Contractor shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this Agreement with a view toward effecting the purposes of this Agreement by replacing the provision that is unenforceable, invalid, void or contrary to Applicable Law with a

valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be unenforceable, invalid, void or contrary to Applicable Law.

Section 20.12 Reserved

Section 20.13



Section 20.14 Waiver of Breach. A delay or failure to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the other Party of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement or any part hereof or the right of either Party thereafter to enforce each provision in accordance with the terms of this Agreement.

Section 20.15 Survival. All provisions of this Agreement that are expressly or by implication come into or continue in force and effect after the expiration or termination of this Agreement, including without limitation Section 3.7(d), Article 9, Article 10, Article 11, Article 12, Article 13, Article 15, Article 16, Article 17, Article 18, Article 19 and Article 20 shall remain in effect and be enforceable following such expiration or termination.

Section 20.16 Effectiveness. This Agreement shall be effective as of the Effective Date and shall be binding upon the Parties upon the full execution and delivery of this Agreement by the Parties.

Section 20.17 Further Assurances. Each of the Parties agrees to provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumption of obligations other than those provided for in this Agreement, in order to give full effect to this Agreement and to carry out the intent of this Agreement.

Section 20.18 Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement without any of the exhibits attached hereto (the "Body of the Agreement") and any one or more of the exhibits attached hereto, the terms of the Body of the Agreement shall control, with the exception of Exhibit A, Scope of Work, which shall have

precedence over the Body of the Agreement as to technical matters, identification of Scope of Work, and exclusions. Notwithstanding the foregoing, the Body of the Agreement shall take precedence as to matters not addressed in Exhibit A. Either Party, upon becoming aware of any such conflict or inconsistency between the Body of this Agreement and any one or more of the exhibits attached hereto, shall promptly notify the other Party in writing of such conflict or inconsistency. Any conflict or inconsistency which cannot be resolved by the Parties shall be resolved in accordance with the provisions of Article 19.

Section 20.19 Captions. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope of intent of this Agreement or the intent of any provision contained herein.

Section 20.20 Counterparts. This Agreement may be executed by the Parties in one or more counterparts or duplicate originals, all of which taken together shall constitute one and the same instrument. The facsimile or pdf signatures of the Parties shall be deemed to constitute original signatures and facsimile or pdf copies hereof shall be deemed to constitute duplicate originals.

[signature page to follow]

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

“Owner”

TAMPA ELECTRIC COMPANY

“Contractor”

EMERA TECHNOLOGIES FLORIDA, INC.

By: *Nancy Tower*
ntower@tecoenergy.com
Nancy Tower, President and CEO

By: _____
Robert R. Bennett, President


By: *Gerard R. Chasse*
gchasse@tecoenergy.com
Gerard Chasse, VP Electric Delivery
:

IN WITNESS WHEREOF, Contractor and Owner have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

“Owner”
TAMPA ELECTRIC COMPANY

“Contractor”
EMERA TECHNOLOGIES FLORIDA, INC.

By: _____
Nancy Tower, President and CEO

By:  _____
Robert R. Bennett, President

By: _____
Gerard Chasse, VP Electric Delivery
:

acceptance.

- 4.9. Contractor shall not allow smoking in any buildings, enclosures or facilities. Contractor may establish a designated smoking area in temporary facilities provided by Contractor, but “no smoking” shall be enforced in all other areas.
- 4.10. Contractor shall require Contractor’s employees and its Subcontractors to comply with the requirements set forth in Exhibit K-1 as they relate to drug, alcohol, firearms and other safety policies, as such requirements may be amended by Owner from time to time (subject to Article 5 of the Agreement) and provided that Owner delivers to Contractor copies of any such amendments with reasonable advance notice.

5. Engineering and Design Requirements

5.1. General Requirements and Information.

5.1.1. [REDACTED]

5.2. Deviations and Substitutions:

- 5.2.1. Contractor shall submit for Owner review, comment and acceptance any requests for substitution of equipment or component certifications, including such internationally recognized certification and testing agencies that are not specified in Exhibit A, Section 2.3; and
- 5.2.2. Owner shall not be obligated to accept any requests from Contractor for substitutions or deviations to the Scope of Work. Contractor shall submit for Owner review, comment and final disposition all necessary supporting documentation for any and all proposed deviations or substitutions to any of the specifications provided herein.

5.3. System Design and Electrical Engineering

- 5.3.1. The Project shall be designed for unmanned operation and shall be compliant with all design and safety codes and standards specified in Exhibit A, Section 2.3.
[REDACTED]

5.3.2.



5.3.3. DC Distribution System and Communications Suggested Requirements

- 5.3.3.1. DC voltage -750 VDC (+/- 375 VDC)
- 5.3.3.2. DC distribution may be arranged according to loops, with the Block Boxes in each loop daisy-chained together.
- 5.3.3.3. Contractor's detailed design shall include isolation means on the Block Boxes that are intended to completely isolate any of a Block Boxes from the 750 VDC distribution cable connection or other connections where proximity to the live parts requires such risk mitigation control.
- 5.3.3.4. Communications network shall be fiber optic cable, multi-strand, with minimum 4 spare pairs of strands, installed in direct buried conduit.
- 5.3.3.5. Exposed cables shall be UV resistant and outdoor rated.
- 5.3.3.6. All cabling shall be mechanically protected where subject to damage when transitioning from above grade routing to below grade. Rigid non-metallic conduit (PVC schedule 40 minimum) or equivalent should be utilized for this purpose.

5.3.4. AC and DC Isolations

- 5.3.4.1. The System shall include the necessary DC circuit breakers/disconnect switches, AC circuit breakers/disconnect switches to provide the required isolations for ongoing operations and maintenance. Owner reserves the right to comment on and request additional isolations to ensure safety when having to isolate the affected equipment.

5.3.5. Cabinets, Junction Boxes and Stand-alone Switches

- 5.3.5.1. Contractor shall furnish and install all cabinets, junction boxes and switches as required for the Project. All outdoor equipment shall be NEMA 3R with non-corrosive fastenings, with Owner's preference to stainless steel construction. Contractor shall propose alternate equipment enclosure construction material as a substitute to stainless steel, for Owner review and acceptance.
- 5.3.5.2. All cabinets, including Block Box, CEP equipment and enclosures, stand-alone switch enclosures and / or access ports in the Block Boxes or CEP control cabinets, shall have provision for padlocking as a minimum requirement for secure access.

5.3.6. Power and Instrumentation Cable

- 5.3.6.1. DC distribution cable: Al conductor, 2000 V cable, 90°C (wet or dry), sized as per the design requirements, with heat, sunlight, and moisture resistant cross-linked polyethylene (XLP) RHH/RHW-2 insulation.

EXHIBIT C – OWNER PERMITS AND CONTRACTOR PERMITS

Owner will provide environmental permits required for the Work, except for any permits in which Contractor is required by local jurisdiction to secure.

Development of drawings and documentation required to support Owner in acquiring the permits, licenses, fees, emissions allowances, and environmental requirements are the responsibility of the Contractor for the entire term of the contract.

Owner Permits

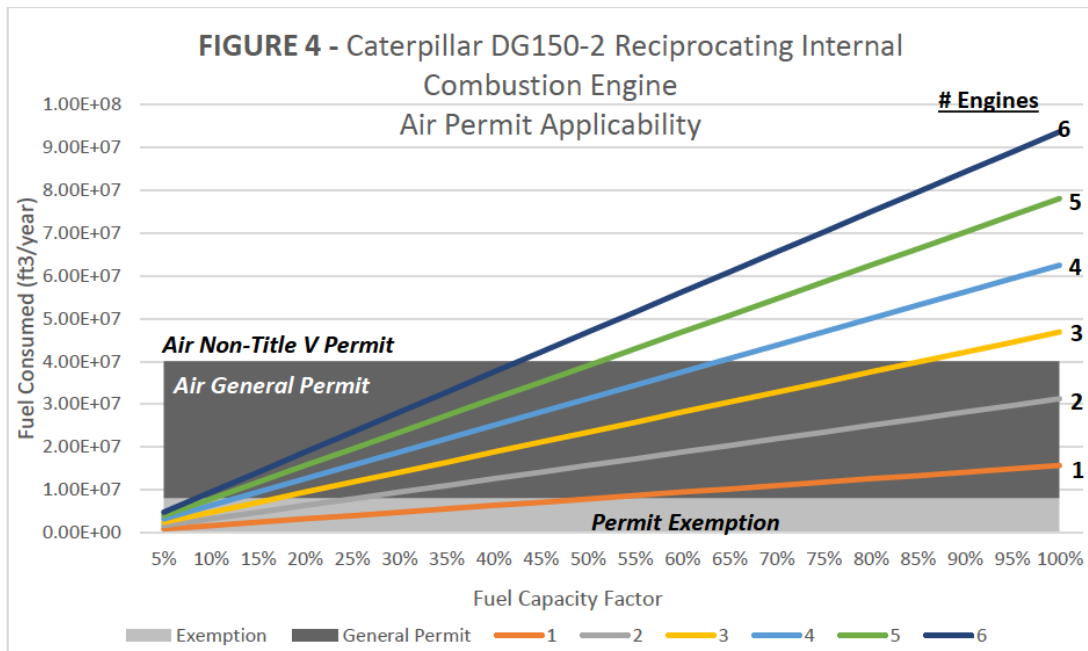
1. All environmental permits identified in Attachment 1 – “Detailed Permit Matrix” to the June 19, 2020 Memorandum of Byron Burrows to Phil Zinck regarding “Southshore Bay Microgrid Project Environmental Permitting” (the “Detailed Permit Matrix”) on which Owner is designated as the “Responsible Party”
2. [REDACTED]
3. Gopher Tortoise Survey & Permit (if needed)
4. Endangered Species by the following agencies (if needed):
 - a. Florida Fish & Wildlife Conservation Commission
 - b. U.S. Fish & Wildlife Service
5. FDOT Permit for overhead fiber optic cable routing along Hwy 674 and West Lake Drive.
6. Hillsborough County Permit for routing of fiber optic cabling along Hidden Creek Blvd
7. Conduit bore permit under West Lake Drive
8. All other environmental, cultural, and biological permits/approvals/surveys

Contractor Permits

1. Those permits listed on the Detailed Permit Matrix (attached) on which Contractor is designated as the “Responsible Party”
2. Any permitting required to install rooftop Solar Panels
3. Tree Removal Permit (Tree survey); Grand Oak Regulations (if needed)
4. Building Permits issued by the County (if needed)
5. Drainage permits issued by the County (if needed)
6. All other permits required for the Work that are not listed above or as an Owner Permit

Attached and incorporated herein: June 19, 2020 Memorandum of Byron Burrows to Phil Zinck regarding “Southshore Bay Microgrid Project Environmental Permitting”

intending to use the air general permit rule authority. The permit will require annual reporting of fuel usage and other operational parameters.



c. Noise Requirements

The facility is not subject to any type of noise permit. However, engines and other ancillary equipment in Hillsborough County must be designed to meet the noise limitations in Rule 1-10.03, Sound Level Limits, Chapter 1 of the noise pollution guideline of the Environmental Protection Commission of Hillsborough County (EPC).

Table 1 - Hillsborough County EPC Noise Limitation by Receiving Land (dBA).

| Receiving Land Sound Level Use Category | Time | Limit, dBA |
|---|-----------------|------------|
| Residential | 7 a.m.-10 p.m. | 60 |
| Residential | 10 p.m.- 7 a.m. | 55 |
| Commercial | At all times | 65 |
| Industrial | At All Times | 70 |

The microgrid system must meet the noise limitations in Rule 1-10.03. The engines and other ancillary equipment will require some type of sound-mitigating enclosure on each engine or installation of all engines in a sound mitigating building to attenuate the noise levels to 55 dBA at the nearest residential property line.

EXHIBIT E

FORM OF FINAL COST REPORT REQUIREMENTS

In accordance with Section 2.1(r) of the Agreement, Contractor shall prepare a final cost report on or prior to System Final Completion as described herein (the “**Final Cost Report**”). Completion of the Final Cost Report will be a condition of System Final Completion. The Final Cost Report shall breakdown significant components of the System into property retirement units.

The Final Cost Report will consist of the total System cost broken down into individual retirement units. Individual retirement units include all material, installation labor, engineering, and overheads associated with each Key Component of the System. The Final Cost Report will list the total cost and break that cost down into the above Key Components. All costs in the Agreement will need to be allocated to discrete identified retirement units. Where costs are added to an existing system, such as an upgrade to a common fire protection system, the costs will be so identified so that Owner can update existing retirement unit costs. Where costs cannot be associated with an existing retirement unit, the costs will be identified by a description of the new equipment.

Attached is a list of typical retirement units proposed for the System. It is recognized that this list is somewhat incomplete as it applies to the System and is included for information only. In preparation for the Final Cost Report, Contractor will submit to Owner a proposed breakdown of project retirement units based on the final design of the System no later than three (3) months before System Final Completion. After review by Owner, a final list of retirement units will be developed jointly by the Parties. A final list of approved retirement units will be approved no less than one (1) month before Final Completion. The final list will include a breakdown of property retirement units using percentages or dollars for each retirement unit.

| Location Description | SYSTEM | SUBSYSTEM |
|-----------------------------|-------------------|---|
| Community Energy Park | Grounds | Access Road, landscaping, paving, fencing, site civil works |
| Community Energy Park | Electrical System | Incoming 13.2 kv-480 V Supply and SCADA Interface |
| Buried Distribution | Electrical System | Buried 750 VDC Power Conduit / Cable System |
| Buried Distribution | Communications | Buried Fibre Optic Conduit / cable system |
| Community Energy Park | Generation | Backup Natural Gas Recip Engine driven generators and piping. |
| Community Energy Park | Storage System | Battery Energy Storage |

**TAMPA ELECTRIC COMPANY
ENERGY SUPPLY
CONTRACTOR SAFETY COMPLIANCE PROGRAM**



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**TAMPA ELECTRIC COMPANY
ENERGY SUPPLY
CONTRACTOR SAFETY COMPLIANCE PROGRAM**



PURPOSE

The purpose of this program is to provide the framework for an effective contractor safety program. This program defines “Safety Rules” and establishes a process to reinforce personal accountability for working safely.

INTRODUCTION

TAMPA ELECTRIC is dedicated to providing a safe and healthful workplace for its employees and contractors by establishing clear guidelines for working safely.

The “Contractor Safety Compliance Program” has been developed to provide a mechanism for addressing violations of Tampa Electric Safe Work Practices by contracted employees. The violation of rules by any individual contractor, which result in or have the potential to result in, significant personal injury or property damage, will be reviewed and determination will be reached regarding the individual's privilege of performing work for, or on, TAMPA ELECTRIC property.

This program contains the following elements:

1. Education of Contractors in this Program
2. Definition of Tampa Electric Safe Work Practices
3. Definition of Zero Tolerance Rules
4. Review Meeting of Zero Tolerance Safety Rules Violations

ROLES AND RESPONSIBILITIES

Each station's Director is responsible for the implementation and maintenance of the Contractor Safety Compliance Program at their facility.

The Director of Planning, Engineering and Construction is responsible for the implementation and maintenance of the Contractor Safety Compliance Program for projects under their jurisdiction.

Duties supporting these objectives may be assigned to the Plant Safety & Industrial Health Coordinator, Maintenance Supervisors and Managers, or others as designated to serve as Program Administrators.

The Director, Environmental, Health and Safety, Energy Supply is responsible for reviewing, maintaining and revising this program as necessary. Responsibilities supporting this objective may be assigned to others as designated.

Each contracted employee is responsible for following the requirements of this program and for working in accordance with the all safety guidance provided.

**TAMPA ELECTRIC COMPANY
ENERGY SUPPLY
CONTRACTOR SAFETY COMPLIANCE PROGRAM**



EMPLOYEE TRAINING

Target Audience – All contracted employees of TECO Tampa Electric, Energy Supply.

Frequency – Prior to commencing work in any TECO Tampa Electric, Energy Supply station or for TECO Tampa Electric, Energy Supply.

Methods – Training shall be accomplished by any means deemed necessary by the contracted Company's Safety and Health Representative.

At a minimum, the content of the training shall include:

- A review of the safety rules.
- The consequences of violating safety rules.
- A description of the process of investigating and determining the consequences for an individual rule violation.

Documentation – All training will be documented by the contractor.

**TAMPA ELECTRIC COMPANY
ENERGY SUPPLY
CONTRACTOR SAFETY COMPLIANCE PROGRAM**



SAFETY RULES FOR CONTRACTORS

Tampa Electric Energy Supply “Safe Work Practices”

Tampa Electric Company developed the manual of Safe Work Practices to provide guidance in working safely at our locations. These rules are a product of both OSHA Regulations and our experience. They are not to be considered all inclusive. Failure to follow the Safe Work Practices may not only result in serious personal injuries, but may result in immediate and permanent discharge from the premises. Consistent violations of our Safe Work Practices may also put the Contracting Firm’s work contract at risk.

“Zero Tolerance Rule”

A Zero Tolerance Rule is a specific rule within a policy or program that if violated would likely result in significant personal injury or property damage. Rules, programs, and policies containing Zero Tolerance Rules include, but are not limited to:

- Fall Protection Program
- Confined Space Entry Program
- Hazardous Energy Control Program
- Hot Work Permit Program
- Personal Protective Equipment Program
- Safe Approach Distances from Energized Equipment

Specific instances of Zero Tolerance Rule violations include, but are not limited to:

- Failure to use proper fall protection when working at a height above 4 feet.
- Entering a confined space without signing onto the confined space entry permit.
- Leaving the confined space entry point while assigned as an attendant without being relieved by another qualified attendant while the space is still occupied.
- Working on equipment that must be tagged prior to performing work, without tags.
- Failing to be protected by hazardous energy control, before starting work, when required. This includes being either “locked on” or “signed on”.
- Performing hot work without a permit.
- Failure to maintain a qualified fire watch, when required.
- Unsafe or hazardous staging or rigging of equipment.
- Failure to adequately protect work area with tape or barricades before commencing work.
- Failure to obey posted barricades
- Failure to utilize personal protective equipment
- Violating minimum safe approach distances from energized equipment

**TAMPA ELECTRIC COMPANY
ENERGY SUPPLY
CONTRACTOR SAFETY COMPLIANCE PROGRAM**



SAFETY RULES FOR CONTRACTORS cont'd

Additional conducts that are treated in the same way as Zero Tolerance Rule violations include:

- Fighting
- Stealing
- Aggressive Confrontation

Violation of Zero Tolerance Safety Rules by a contractor will result in that individual being removed from our work site pending a "Zero Tolerance Rule Violation Review". The individual or individuals responsible for the violation cannot be returned to work until the specific issues have been resolved with Tampa Electric Company.

It should be noted that any violation of any of the Tampa Electric Safe Work Practices or any unacceptable safety practice may be treated as a Zero Tolerance Rule violation.

Each contractor will review each incidence of their individual employee's violation of the Zero Tolerance Rule and determine the appropriate corrective action to prevent recurrence.

ZERO TOLERANCE RULE VIOLATION REVIEW PROCESS

The review process for a Zero Tolerance Rule violation may begin following each contractor's individual investigation into a specific Zero Tolerance Rule violation. If Tampa Electric Energy Supply is asked to consider allowing the employee to return to any Tampa Electric Company site, the contractor will be responsible for contacting the appropriate Tampa Electric Company contact to coordinate the review meeting. At this meeting, the case will be presented by the contractor. The contractor may present any actions taken or planned to be taken in order to prevent further noncompliance.

The Tampa Electric Company Committee will consist of a representative from the station where the incident occurred, Environmental, Health & Safety, and Planning, Engineering and Construction.

PERIODIC PROGRAM EVALUATION

The Program Administrator is responsible for periodically performing evaluations of their station's compliance with the elements outlined in this document so that the effectiveness of the program may be maintained.

BATES STAMPED PAGES 155 THROUGH 161

HAVE BEEN REDACTED

FOR CONFIDENTIALITY PURPOSES

BATES STAMPED PAGES 163 THROUGH 225

HAVE BEEN REDACTED

FOR CONFIDENTIALITY PURPOSES

EXHIBIT Q – PROJECT SITE PLAN



REDACTED

TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 17
PAGE 208 OF 218
FILED: JANUARY 19, 2021

[REDACTED]

BATES STAMPED PAGES 234 THROUGH 243

HAVE BEEN REDACTED

FOR CONFIDENTIALITY PURPOSES

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 18
PAGE 1 OF 1
FILED: JANUARY 19, 2021**

- 18.** Please refer to paragraph 31 of the petition. Will a credit be issued to ratepayers if TECO permanently suspends use of the system? If not, please explain why.
- A.** No. No credit is needed as participating customers are taking service under standard tariff rates from the beginning.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 19
PAGE 1 OF 19
FILED: JANUARY 19, 2021**

19. Please refer to paragraph 33 of the petition. When was the Developer Agreement signed? Please provide a copy of the signed Developer Agreement.

A. The Developer Agreement was executed effective as of October 19, 2020. Tampa Electric is submitting a Request for Confidential Classification for portions of the Developer Agreement along with these responses. The redacted, non-confidential version of the Developer Agreement is attached. The unredacted, confidential version will be submitted along with the Request.

Furthermore, Tampa Electric is working with Metro to amend the Developer Agreement to remove language restricting participating homeowners from installing their own additional solar during the term of the Pilot Program. Tampa Electric will supplement this response with the amended version of the Developer Agreement when it becomes available.

DEVELOPER AGREEMENT

This DEVELOPER AGREEMENT ("Agreement") is made and entered into this 19th day of October, 2020 (the "Effective Date"), by and between Tampa Electric Company, a Florida corporation ("Tampa Electric"), Emera Technologies Florida, Inc., a Florida corporation ("ETL"), and DUNE FB DEBT, LLC, a Delaware limited liability company, whose mailing address is 2502 N. Rocky Point Dr., Ste. 1050, Tampa FL 33607 ("Developer") (Tampa Electric, ETL and Developer are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

A. Developer is developing a project named Sunshine Village / South Shore Bay upon the property described on Exhibit A, located in Hillsborough County and consisting or to consist of, among other things, approximately thirty-nine (39) residences and associated common facilities (the "Project").

B. Tampa Electric is a public utility whose obligation and authority to serve electricity to customers is regulated by the Florida Public Service Commission or its successors ("FPSC"). The FPSC also has jurisdiction over the Tampa Electric's rates, service, safety and related matters. The Project is located within the Tampa Electric's service territory.

C. Developer and Tampa Electric desire to install a pilot power system developed by ETL called the BLOCK Energy System within the Project which would supply electric power within the Project in conjunction with its standard electric power supply infrastructure.

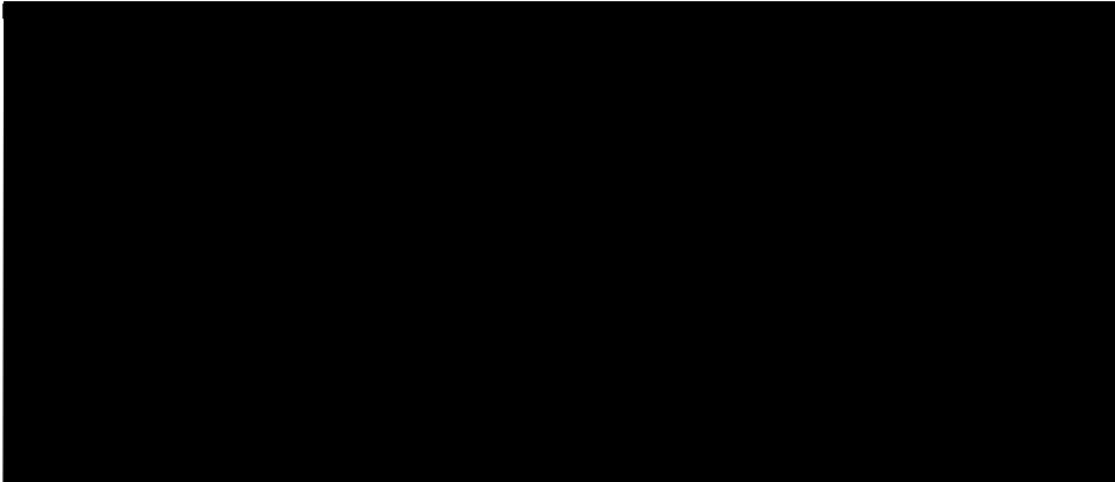
D. Tampa Electric desires to have ETL install the BLOCK Energy System, as defined in Section 3 below, and Developer has agreed to permit Tampa Electric and ETL to install such a system within the Project pursuant to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tampa Electric, ETL, and Developer hereby agree that the foregoing Recitals are true and correct and hereby incorporate them into this Agreement by reference, and further agree as follows.

1. Conditions Precedent. Installation and operation of the pilot program is contingent on the following conditions:

1.1 Builder Agreement. Developer has designated Lennar Homes, Inc. as the builder (the "Builder") who will construct the residences within the Project. Builder must enter into an agreement ("Builder Agreement") with Tampa Electric regarding the BLOCK Energy System installation. This Agreement and the Builder Agreement are intended to be entered into at the same time, and the execution of each of these agreements is a condition precedent to enforcement of the other agreement. The Parties will not have any obligations under this Agreement until a Builder Agreement is in place with the Builder.

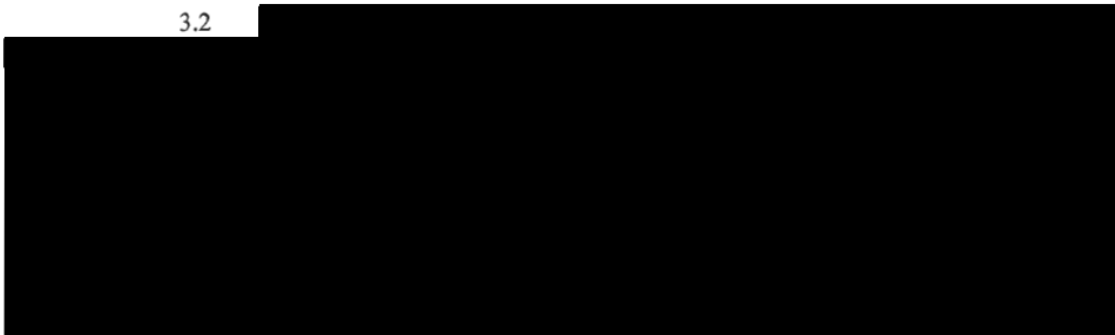
1.2 Easements, Dedication, Recording of Declaration, Covenants, and Restrictions. The dedications, executions, and recordings by Developer or Builder in Sections 3.5, 3.6, and 3.8 of this Agreement are conditions precedent to any obligation or liability of Tampa Electric or ETL under this Agreement.



3. BLOCK Energy System.

3.1 Access Rights for BLOCK Energy System. Developer will provide such access to Tampa Electric and ETL as may be required to install, operate, and maintain the BLOCK Energy System. Further, Developer will allow Tampa Electric and ETL to participate in the scheduling, construction, and development of the BLOCK Energy System for the Project. The BLOCK Energy System shall consist of (i) a direct current microgrid, (ii) a Community Energy Park with gas-fired generators, a battery and system controls, (iii) solar panels on the rooftop of each house within the Project, (iv) a control unit located adjacent to each house within the Project containing a battery and other equipment, and (v) distribution lines, transformers, inverters, meters, and any other ancillary facilities (items (i) through (v), collectively, are the "System") necessary to implement the pilot BLOCK Energy System program. Electrically, the System will be located "in front of" the meter, and does not include the provision, care, or ownership of any equipment or other facilities on the customer's side of the meter. Developer agrees that every part of the System shall be owned by and be the sole property of Tampa Electric after the System has begun operations. Tampa Electric, ETL, and Developer agree to execute all documents that Tampa Electric and ETL may reasonably require to exercise full Tampa Electric ownership of the System. In addition to the System, Tampa Electric will install its standard AC service including any meters, service drops, standard AC transformers, handholes, AC lines of wire, and other appurtenances thereto ("AC System") which assets shall not be included in the definition of the System nor affected by any terms of this Agreement, and shall instead be installed in conformance with and governed by Tampa Electric's tariff and standard practices for AC electrical service.

3.2





3.3 Easements and Joint Trenches for Extension of Natural Gas. Sections 3.2 and 3.3 shall also apply to extensions of natural gas by Peoples Gas System, a division of Tampa Electric Company ("Peoples Gas"), in the event extension of natural gas distribution lines are necessary to serve the Community Energy Park in Section 3.5. Without limiting the foregoing, Developer shall convey to Peoples Gas System such easements as Peoples Gas System may require, in the form attached hereto as Exhibit B, to lay natural gas pipelines to feed the Community Energy Park.

3.4 Community Energy Park. Developer, Tampa Electric, and ETL have selected a site owned by Developer within the Project for a Community Energy Park. Developer will , within thirty (30) days (i) grant to Tampa Electric a perpetual exclusive easement for the Community Energy Park in the form attached as Exhibit C and (ii) furnish to Tampa Electric a mechanic's lien affidavit, FIRPTA affidavit, any further corrective instrument(s) that may be required in order for Developer to convey clear and marketable title to the Community Energy Park Easement, except for those permitted exceptions authorized by Tampa Electric in writing, and such other and further documents as Tampa Electric may reasonably require.

Developer will cooperate with Tampa Electric at Tampa Electric or ETL's Expense to amend the Forest Brooke Active Adult Phase 2B and 3 recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County to amend the graphical depiction of Tract H, as required to accommodate the Community Energy Park site and amend the following dedication language to the Final Plat submitted to the County for approval and recording:

TRACT H – OPEN SPACE AREA (PRIVATE), DRAINAGE AREA (PRIVATE), LANDSCAPE EASEMENT (PRIVATE), COMMUNITY ENERGY PARK (PRIVATE), DRAINAGE EASEMENT (PUBLIC), AND UTILITY EASEMENT (PUBLIC)

3.5 Declarations, Covenants, and Restrictions. Subject to the conditions set forth in Sections 1 and 2 of this Agreement, Developer shall, joined by the Builder, record an amendment to the Community Declaration for Medley at Southshore Bay to address the following:

3.5.1 For Lots 22 through 39, Block 31, Lot 16, Block 35, and Lots 8 through 25 in Block 29, all within Phase AA3 of the Sunshine Village / South Shore Bay Development ("Phase AA3"), ETL will install a BLOCK Energy System, in parallel with Tampa Electric's traditional AC System, to provide electric service to homeowners in Phase AA3 ("AA3 Owners"). The System, all of which will be owned by Tampa Electric, will be designed with the following features:

- o Solar panels are to be installed on the roof of every house in Phase AA3 by Tampa Electric and will be owned, operated and maintained by Tampa Electric; all power generated by the rooftop solar panels will be considered the sole property of Tampa Electric, and will be used to serve the BLOCK Energy System which is an integral component of and interconnected to Tampa Electric's standard system.
- o An enclosure housing batteries and control units will be installed at/outside every house in Phase AA3 by Tampa Electric, which will be operated and maintained by Tampa Electric,

- o A Community Energy Park, which will have the means to both generate and store Tampa Electric owned power that will backup and supplement the solar energy supplied to the BLOCK Energy System.
- o AA3 Owners will be charged for electricity supplied by the BLOCK Energy System at the same rate as residential customers served by Tampa Electric’s general system supply. Electric service to each AA3 Owner will be provided in accordance with the terms and conditions of Tampa Electric’s retail electric tariff.

Tampa Electric reserves the right, in its sole discretion, to provide power from its standard AC System at any time to supply any or all of the BLOCK Energy System homes or if the BLOCK Energy System has excess energy relative to that needed to supply the connected homes, have such excess energy exported to its standard system for use by other customers of Tampa Electric.

Tampa Electric reserves the right, in its sole discretion, to suspend or discontinue use of the BLOCK Energy System, and to remove or turn over some or all of the System components as it determines to be appropriate, at Tampa Electric or ETL’s expense.

3.5.2 Tampa Electric has the exclusive rights to the Community Energy Park site in Phase AA3. Homeowners should notify Tampa Electric in the event they become aware of concerns (such as damage, malfunction, or maintenance problems) with respect to the Community Energy Park or the facilities thereon.

3.5.3 Tampa Electric has the right to construct, install, maintain, operate, expand, repair, replace, discontinue, and remove electric utility facilities within the Project rights of way and ten foot (10’) utility easements on either side of the right of way. These same rights extend to solar panels on the roof of every home and battery and control units on each lot in the Project.

3.5.4 During the test period (which will end December 31, 2024), AA3 Owners will not be allowed to install their own solar panels, stand-by generators or other personal power generation facilities.

3.5.5 Individual AA3 Owners will maintain the utility easement areas, the areas around the battery and control units, and the roof areas around the solar panels to prevent excessive wear and tear and will notify Tampa Electric if there are any concerns (such as damage, malfunction, or maintenance problems) with utility easement areas, battery and control units, or solar panels. Homeowner’s Association and individual AA3 Owners shall not attempt, nor shall any of them allow anyone other than Tampa Electric to attempt, to maintain, relocate, repair, or modify the utility easement areas, battery and control units, or solar panels.

[REDACTED]

3.7 Ownership of System. The System (including each meter) shall remain the exclusive property of Tampa Electric at all times. Tampa Electric’s operation of the System and the AC System is not governed by the terms of this Agreement, rather, Tampa Electric shall operate the System and the AC System in accordance with its tariff on file with the FPSC and the requirements of applicable regulations and laws.

4. Marketing. Developer, Builder and ETL are developing a co-branding marketing plan to promote the System and the Project. Developer shall, prior to any distribution or disclosure, provide to Tampa Electric a copy of any proposed marketing materials that refer to or contain content that relates to Tampa Electric, the System or any component thereof. Developer shall not disseminate, distribute, release, disclose or otherwise allow such marketing materials to be displayed to others outside of Developer until Developer receives written approval of the materials from Tampa Electric.

6. Notices. Any and all notices sent pursuant to this Agreement shall be sent by either telecopy transmission (with receipt confirmation), U.S. Mail, postage prepaid, return requested, or by receipted overnight national delivery service (e.g., Federal Express), and shall, if not sooner received, be deemed received three (3) business days after deposit in the U.S. Mail, or one business day after telecopy transmission or receipt by any national delivery service. All notices shall be addressed to each party at the address listed below each party's signature, unless and until such time as a party notifies the other in accordance with this Section of a change in address.

7. [REDACTED]

8. Confidentiality. Except as agreed by the Parties pursuant to Paragraph 4, the Parties covenant and agree to keep and maintain the business and financial terms of this Agreement, including any specifics on the BLOCK Energy System (the "Confidential Information"), strictly confidential and shall not disclose the Confidential Information to any third parties, except as provided below, and shall take all reasonable and prudent steps permitted by law in order to protect the Confidential Information from disclosure. Nothing herein shall limit the Parties from disclosing any Confidential Information to Builder, the Public Service Commission, or other regulatory bodies. The Parties shall not publicize, disseminate, discuss, or otherwise disclose any Confidential Information except (a) on a "need to know" basis to any of their respective legal counsel, employees, and hired advisers, and consultants, (b) to the extent required to comply with an order of a court of competent jurisdiction or other government mandatory process, (c) to the extent required in an action to enforce this Agreement, or (d) to the extent permitted by any written consent hereafter granted by the other Parties, as applicable, in their sole and absolute discretion.

9. Miscellaneous. This Agreement shall be subject to all applicable laws, rules, orders, permits, and regulations of any federal, state, or local governmental authority having jurisdiction over the parties, their facilities, or the transactions contemplated. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Tampa Electric, ETL, and Developer hereby voluntarily, knowingly, and intentionally, WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY in any legal action or proceeding arising under or in connection with this Agreement. This Agreement constitutes the entire understanding and agreement between the parties hereto and supersedes any and all prior negotiations, understandings or agreements. Except as provided above, this Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and their respective successors and assigns. Developer, Tampa Electric, and ETL each warrant to the other parties hereto that: (a) it is duly formed, validly existing and in good standing under the laws of its state of formation, and (b) it has all requisite right, power, and authority to enter into this Agreement, and (c) that the signatory or signatories hereto has/have been duly authorized

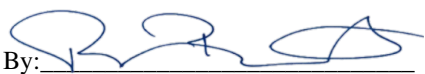
and no consent of any other person to such execution, delivery, and performance is required to render this Agreement a valid and binding instrument. This Agreement may be amended, modified or extended only by a written instrument signed by all parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party hereto or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of the same. This Agreement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one (1) and the same instrument. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. Any exhibit attached to this Agreement is incorporated by reference herein. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between any of the parties hereto. Nothing in this Agreement shall be construed as creating any rights, benefits or interests in a person or group that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

| | |
|--|---|
| Tampa Electric Company , a Florida corporation | |
| <i>Nancy Tower</i> By: <u>ntower@tecoenergy.com</u> Name: Nancy Tower Title: President and CEO | <i>Gerard R. Chasse</i> By: <u>gchasse@tecoenergy.com</u> Name: Gerard R. Chasse Title: Vice President Electric Delivery |
| 702 N Franklin Street Tampa, Florida 33602 Attn: Vice President Electric Delivery | With a copy to: Tampa Electric Company 702 N Franklin Street Tampa, Florida 33602 Attn: Legal Department |
| Telecopier No.: 813-228-1328 | |
| Emera Technologies Florida, Inc. , a Florida corporation | DUNE FB DEBT, LLC , a Delaware limited liability company |
| By: _____ Name: Robert R. Bennett Title: President and CEO | By: _____ Name: _____ |
| 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: President | Title: _____ Address: _____ |
| With a copy to: Emera Technologies LLC 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: Director of Legal Services | Attn: _____ |
| Telecopier No.: 813-228-1328 | Telecopier No.: _____ |

and no consent of any other person to such execution, delivery, and performance is required to render this Agreement a valid and binding instrument. This Agreement may be amended, modified or extended only by a written instrument signed by all parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party hereto or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of the same. This Agreement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one (1) and the same instrument. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. Any exhibit attached to this Agreement is incorporated by reference herein. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between any of the parties hereto. Nothing in this Agreement shall be construed as creating any rights, benefits or interests in a person or group that is not a party to this Agreement.

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| | |
|--|---|
| Tampa Electric Company , a Florida corporation | |
| By: _____ Name: Nancy Tower Title: President and CEO | By: _____ Name: Gerard R. Chasse Title: Vice President Electric Delivery |
| 702 N Franklin Street Tampa, Florida 33602 Attn: Vice President Electric Delivery | With a copy to: Tampa Electric Company 702 N Franklin Street Tampa, Florida 33602 Attn: Legal Department |
| Telecopier No.: 813-228-1328 | |
| Emera Technologies Florida, Inc. , a Florida corporation | DUNE FB DEBT, LLC , a Delaware limited liability company |
| By:  Name: Robert R. Bennett Title: President and CEO | By: _____ Name: _____ Title: _____ |
| 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: President | Address: _____ |
| With a copy to: Emera Technologies LLC 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: Director of Legal Services | Attn: _____ |
| Telecopier No.: 813-228-1328 | Telecopier No.: _____ |

and no consent of any other person to such execution, delivery, and performance is required to render this Agreement a valid and binding instrument. This Agreement may be amended, modified or extended only by a written instrument signed by all parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any party hereto or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of the same. This Agreement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one (1) and the same instrument. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. Any exhibit attached to this Agreement is incorporated by reference herein. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between any of the parties hereto. Nothing in this Agreement shall be construed as creating any rights, benefits or interests in a person or group that is not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.


| | |
|--|--|
| Tampa Electric Company, a Florida corporation | |
| By: _____ Name: Nancy Tower Title: President and CEO | By: _____ Name: Gerard R. Chasse Title: Vice President Electric Delivery |
| 702 N Franklin Street Tampa, Florida 33602 Attn: Vice President Electric Delivery | With a copy to: Tampa Electric Company 702 N Franklin Street Tampa, Florida 33602 Attn: Legal Department |
| Telecopier No.: 813-228-1328 | |
| Emera Technologies Florida, Inc., a Florida corporation | DUNE FB DEBT, LLC, a Delaware limited liability company |
| By: _____ Name: Robert R. Bennett Title: President and CEO | By:  Name: <u>John Ryan</u> Title: <u>Manager</u> |
| 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: President | Address: <u>2502 N. Rocky Point Dr., Ste 1050</u> <u>Tampa, FL 33607</u> Attn: <u>Kartik Goyani</u> Telecopier No.: <u>813-288-8178</u> |
| With a copy to: Emera Technologies LLC 702 N Franklin Street, Suite 100 Tampa, Florida 33602 Attn: Director of Legal Services | |
| Telecopier No.: 813-228-1328 | |

Exhibit A

Legal Description of Project

Lots 22 through 39, Block 31, Lots 8 through 25 Block 29, and Lot 16, Block 35 of the Plat of Forest Brooke Active Adult Phase 2B and 3 recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida

Builder also has the ability to add Lots 3 through 7, Block 29

Together with a portion of Tract H of Forest Brooke Active Adult Phase 2B and 3 [Community Energy Park]

FOLIO NO. 079543.1008

Exhibit B

PREPARED BY
AND RETURN TO:

Robin Faxas
Real Estate Department
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601

EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **DUNE FB DEBT, LLC**, a Delaware limited liability company, whose mailing address is 2502 N. Rocky Point Dr., Ste. 1050, Tampa FL 33607 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, a perpetual easement over and the right to enter upon the land in Hillsborough County, Florida, described as follows:

See Exhibit “A” attached hereto and by reference made a part hereof

together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Underground gas line and aboveground and underground necessary appurtenances thereto (“Facilities”).

The width of the Easement (the “Easement Area”) shall be ten (10) feet lying five (5) feet on each side of the centerline of the Facilities as installed in the approximate location shown in Exhibit “B.”

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Area and upon the Grantor’s lands adjacent to said land, wherever the Company may deem it necessary or desirable to do so for the protection of said installations.

Company shall promptly repair any damage to the Easement Area, or any other property not owned by Company, caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Easement parcel provided that it does not and will not directly interfere with the Company’s Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the “Underground Facility Damage Prevention and Safety Act” (ch. 556 Fla. Stat.), that Grantor is obligated to notify “Sunshine State One-Call of Florida, Inc.” of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company’s Facilities.

The Company agrees, at the sole expense of Grantor, to relocate its Facilities, over, under and upon subject parcel upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into this Easement, Grantor owns the Easement Parcel, and no consent of any other person is required to render this Easement a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 21st day of October, 2020.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

WITNESS: [Signature]
Print Name: Jennifer L. Barrs

Dune FB Debt, LLC,
a Delaware corporation,
By: [Signature]
Name: John Ryan
Title: Manager

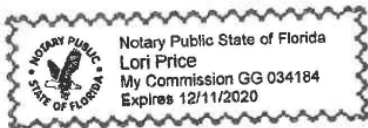
WITNESS: [Signature]
Print Name: Matt Sugar

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Hillsborough

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of October, 2020 by John Ryan as Manager of Dune FB Debt, LLC, on behalf of the corporation. She/He personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)



[Signature]
Notary Public
Print Name _____
Commission Expires: _____

EXHIBIT "A"

Folio Numbers / Parcel Identification Numbers: 079543.1008

Legal Description:

A portion of Tract H, Forest Brooke Active Adult Phase 2B and 3 according to the map or plat thereof recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida

Exhibit "B"



PIN:U-17-32-20-C0Q-000000-A0000.0
DOTTED LINE AS SHOWN IS THE APPROXIMATE
LOCATION OF THE EASEMENT CENTERLINE

FOLIO NO. 079543.1008

Exhibit C

PREPARED BY
AND RETURN TO:

Robin Faxas
Real Estate Department
Tampa Electric Company
P.O. Box 111
Tampa, FL 33601

PERPETUAL EXCLUSIVE EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **DUNE FB DEBT, LLC**, a Delaware limited liability company, whose mailing address is 2502 N. Rocky Point Dr., Ste. 1050, Tampa FL 33607 (“Grantor”), in consideration of One Dollar and other valuable considerations paid to Grantor by **TAMPA ELECTRIC COMPANY**, a Florida corporation, P.O. Box 2562, Tampa, Florida 33601 (“Company”), receipt whereof is hereby acknowledged, has given and granted unto the Company, its successors and assigns, the following easements:

A perpetual exclusive easement over, upon, and through the lands described in **Exhibit A** (the “Community Energy Park”) to develop, use, and operate the Community Energy Park for any and all of Company’s purposes, together with the right of ingress and egress to and from the same over Grantor’s adjacent lands, including the construction of a driveway from the right of way to the Community Energy Park, and Company shall have all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easements by Company.

And

A perpetual non-exclusive easement over the lands described in **Exhibit B**, together with the right of ingress and egress to and from the same, and all rights therein and all privileges thereon which are or may be necessary or convenient for the full use and enjoyment of such easement, which is for the purposes of placing, constructing, operating, maintaining, repairing, replacing on and removing from said land, installations described as follows:

Aboveground and underground lines of wires, cables, data transmission and communication facilities, supporting structures, and necessary appurtenances (“Facilities”).

This Facilities Easement shall be fifteen (15) feet in width lying seven and a half (7.5) feet on each side of the centerline of the Facilities as installed (the “Facilities Easement Area”). The perpetual exclusive easement over the Community Energy Park and the perpetual non-exclusive Facilities Easement shall together be referred to as the Easements and the land over which the Easements are granted the Easement Areas.

The aforesaid rights and privileges granted shall include the right and privilege to root prune or remove any and all deep rooted vegetation upon said Easement Areas and upon the Grantor’s lands adjacent to the Easement Areas, wherever the Company may deem it necessary or desirable to do so for the protection of Company’s installations now or hereafter installed.

Grantor shall execute all applications and authorizations as may be required by Company to seek and obtain permits or other governmental approvals, and to the extent that owners of property are required by law or governmental regulation to approve of applications for permits or approvals or otherwise be a party to such permits or approvals, Grantor shall

cooperate, at no cost to Grantor, with Company in Company's efforts to obtain governmental approvals.

Company shall promptly repair any damage to the Facilities Easement Area caused by Company exercising its rights under this agreement, including ground cover, planting, roadways, driveways, sidewalks, and parking areas.

Grantor reserves the right to install minor landscaping, irrigation and/or fencing within the Facilities Easement Area provided that it does not and will not directly interfere with the Company's Facilities, does not change grade, and does not cause water impoundment. Grantor further acknowledges that under the "Underground Facility Damage Prevention and Safety Act" (ch. 556 Fla. Stat.), that Grantor is obligated to notify "Sunshine State One-Call of Florida, Inc." of its intent to engage in excavation or demolition prior to commencing any work and that this notification system shall provide member operations an opportunity to identify and locate, if applicable, their underground Facilities prior to said excavation or demolition. In the event Grantor fails to notify as set forth above, Grantor may be held responsible for costs and expenses incurred due to damage of Company's Facilities.

The Company may, at the sole expense of Grantor, relocate its Facilities, over, under and upon the parcel described in Exhibit B upon the request of Grantor, and the vacated portion of this easement being released and conveyed back to Grantor and the site of the relocated Facilities being conveyed and included in this easement grant as though it had been included ab initio. The Company may refuse to relocate its Facilities if in Company's judgment the relocation will not adequately serve Company's needs, which Company shall decide in its sole and absolute discretion.

Grantor shall promptly pay all taxes, special assessments, levies, liens, and fines assessed against the Easement Areas.

The terms "Grantor" and "Company" herein employed shall be construed to include the words "heirs, executors, administrators and assigns" and "successors and assigns" of the respective parties hereto, wherever the context so admits or requires. This Grant of Easement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof. This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

Grantor warrants to Company that it is duly formed, validly existing and in good standing under the laws of its state of formation, and Grantor has all requisite right, power, and authority to enter into these Easements, Grantor owns the parcels described in Exhibits A and B, and no consent of any other person is required to render these Easements a valid and binding instrument.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Easement this 21st day of October, 2020.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

DUNE FB DEBT, LLC, a Delaware limited liability company,

WITNESS: [Signature]
Print Name: Jennifer L. Barrs

By: [Signature]
Name: John Ryan
Title: Manager

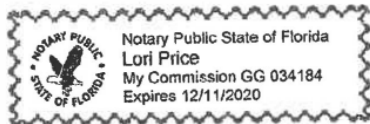
WITNESS: [Signature]
Print Name: Matt Sugar

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Hillsborough

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this 21st day of October 2020 by John Ryan as Manager of Dune FB Debt, LLC on behalf of the corporation. She/he personally appeared before me, is personally known to me or has produced as identification and who did (did not) take an oath.

(SEAL)



[Signature]
Notary Public
Print Name
Commission Expires:

EXHIBIT "A"

Folio Numbers / Parcel Identification Numbers: 079543.1008

Acreage: .06 acres, more or less

Legal Description:

A portion of Tract H, Forest Brooke Active Adult Phase 2B and 3 according to the map or plat thereof recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida.

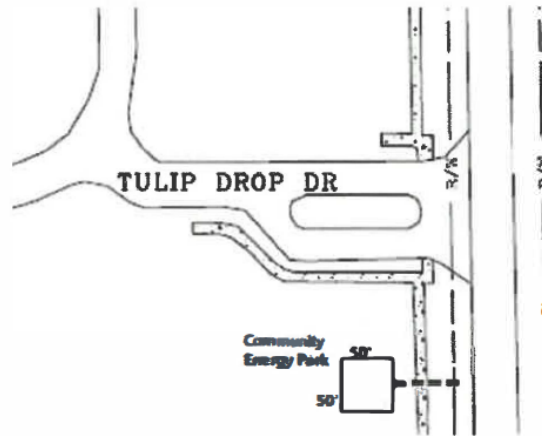


EXHIBIT "B"

Folio Numbers / Parcel Identification Numbers: 079543.1008

Legal Description:

Tract H, Forest Brooke Active Adult Phase 2B and 3 according to the map or plat thereof recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida.



**PIN U-17-32-20-C00-000000-A0000.0
DOTTED LINE AS SHOWN IS THE APPROXIMATE
LOCATION OF THE EASEMENT CENTERLINE**

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 20
PAGE 1 OF 20
FILED: JANUARY 19, 2021**

20. Please refer to paragraph 35 of the petition. When was the Builder Agreement signed? Please provide a copy of the signed Builders Agreement.

A. The Builder Agreement was executed effective as of October 19, 2020. Tampa Electric is submitting a Request for Confidential Classification for portions of the Builder Agreement along with these responses. The redacted, non-confidential version of the Builder Agreement is attached. The unredacted, confidential version will be submitted along with the Request.

Furthermore, Tampa Electric is working with Lennar to amend the Builder Agreement to remove language restricting participating homeowners from installing their own additional solar during the term of the Pilot Program. Tampa Electric will supplement this response with the amended version of the Builder Agreement when it becomes available.

BUILDER AGREEMENT

This BUILDER AGREEMENT ("**Agreement**") is made and entered into this 19th day of October, 2020 (the "**Effective Date**"), by and between **TAMPA ELECTRIC COMPANY**, a Florida corporation ("**Tampa Electric**"), and **LENNAR HOMES, LLC**, a Florida limited liability company, whose mailing address is 4600 W. Cypress Street, Suite 200, Tampa, Florida 33607 ("**Builder**") (Tampa Electric and Builder are sometimes referred to individually as a "**Party**" and together as the "**Parties**").

RECITALS

- A. Dune FB Debt, LLC (the "**Developer**") is the developer of a single-family subdivision named Sunshine Village / South Shore Bay (including, without limitation, various common areas and common facilities therein) upon the property described on **Exhibit A**, located in Hillsborough County, Florida (the "**Project**").
- B. Builder has purchased, or is purchasing, approximately thirty-seven (37) platted and finished lots within the Project (each, a "**Lot**" and, collectively, "**Lots**"), which Lots are described on **Exhibit A**, from Developer to construct approximately thirty-seven (37) residences (the "**Residences**") on those Lots.
- C. Tampa Electric is a public utility whose obligation and authority to serve electricity to customers is regulated by the Florida Public Service Commission or its successors ("**FPSC**"). The FPSC also has jurisdiction over Tampa Electric's rates, service, safety, and related matters. The Project is located within Tampa Electric's service territory.
- D. Developer, Builder, and Tampa Electric desire to install a pilot power system developed by Tampa Electric's affiliate, Emera Technologies LLC ("**ETL**"), called the BLOCK Energy System within the Project, which would supply electric power within the Project in conjunction with its standard electric power supply infrastructure.
- E. Parts of the BLOCK Energy System will be installed on the Residences.
- F. Tampa Electric desires to have ETL install the BLOCK Energy System, as further described in Section 3 below, and Builder has agreed to permit Tampa Electric and ETL to install such a system, all pursuant to the terms and conditions hereinafter set forth.

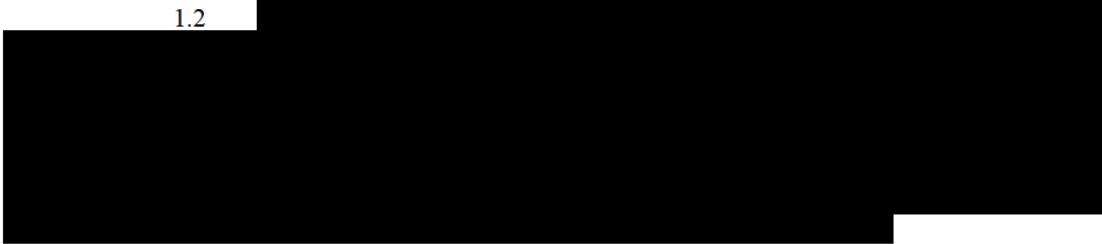
NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tampa Electric and Builder hereby agree that the foregoing Recitals are true and correct and hereby incorporate them into this Agreement by reference, and further agree as follows:

1. Conditions Precedent. The obligations of each party to this Agreement is contingent on the following conditions:

1.1 Developer Agreement. Developer must enter into an agreement ("**Developer Agreement**") with Tampa Electric and ETL regarding the BLOCK Energy System installation within the Project on or before the Effective Date. This Agreement and the Developer Agreement are intended to be entered into at the same time, and the execution of each of these agreements is a condition precedent to enforcement of the other agreement. Neither Tampa Electric nor Lennar will have any obligations under this Agreement until the Developer Agreement has been fully executed and is in full force and effect.

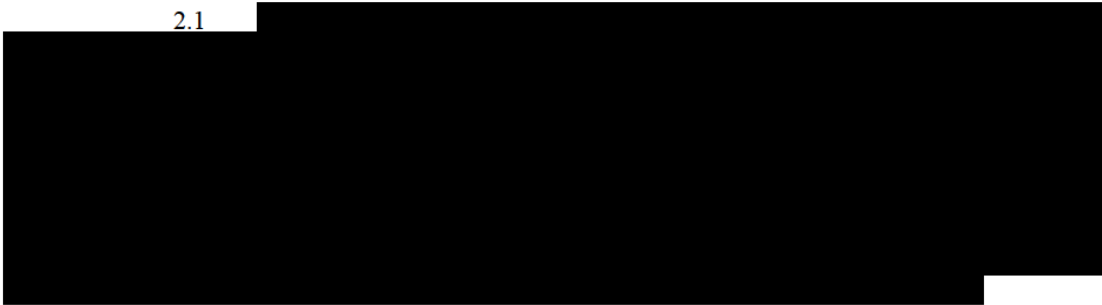
Tampa Electric shall confirm to Builder the execution of the Developer Agreement within ten (10) days of such execution.

1.2

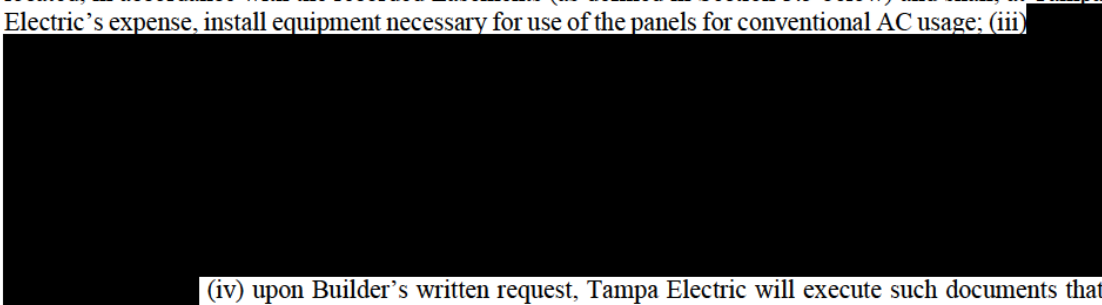


2. Regulatory Approval.

2.1



2.2 Disapproval: If the FPSC does not approve the pilot program, or if FPSC conditions associated with granting such approval are not satisfactory to Tampa Electric in its sole discretion, then Tampa Electric shall have the right, within ten days of the disapproval to cancel the pilot program by sending written notice to Builder (the "Termination Notice"). Upon such termination, (i) this Agreement shall terminate automatically upon Builder's receipt of the Termination Notice except for those provisions that by their nature survive termination, (ii) Tampa Electric shall convey any installed solar panels to the homeowner or Builder, whoever is the owner of the Residences where such solar panels are located, in accordance with the recorded Easements (as defined in Section 3.5 below) and shall, at Tampa Electric's expense, install equipment necessary for use of the panels for conventional AC usage; (iii)



(iv) upon Builder's written request, Tampa Electric will execute such documents that release any easements or similar rights that are no longer needed (other than easements and rights necessary to provide conventional AC electric service to the customers in the Project), and (v) each of the Parties will thereafter be free of any further obligation under this Agreement.

2.3 Approval. If FPSC approves the pilot program without condition or with such conditions that are approved by Tampa Electric, and if Tampa Electric notifies Builder in writing of such approval, then this Agreement shall continue and the BLOCK Energy System will continue to be installed pursuant to this Agreement, including, without limitation, Tampa Electric making those improvements, at

its sole costs and expenses, that are necessary to satisfy the conditions for approval imposed by FPSC. Notwithstanding the foregoing, if FPSC approves the pilot program with such conditions that, in Builder's commercially reasonable judgment, will materially and adversely impact any Lots or the Residences or the design, construction or sale thereof, Builder shall notify Tampa Electric within thirty (30) days of Builder's receipt of the FPSC approval and Tampa Electric will have thirty (30) days from its receipt of such notice to correct such conditions to Builder's reasonable satisfaction, failing which Builder shall have the right, upon written notice to Tampa Electric, to terminate this Agreement. Upon such termination, the last sentence of Section 2.2 above shall apply.

2.4 [REDACTED]

2.5 Tampa Electric Responsibility: Notwithstanding Builder's obligation to use commercially reasonable efforts to cooperate pursuant to this Section 2.5, Tampa Electric shall be solely responsible, at its sole costs and expenses, to (i) obtain and maintain in full force and effect all necessary permits and other approvals from FPSC, Hillsborough County, Florida, and any other applicable governmental or regulatory agencies or bodies with respect to the System and (ii) comply with any and all laws, regulations and ordinances in connection with the installation, operation, repair, and maintenance of any part of the System.

3. BLOCK Energy System.

3.1 Descriptions of the BLOCK Energy System. The BLOCK Energy System shall consist of (i) a direct current microgrid, (ii) gas-fired generators, a battery and system controls located in a Community Energy Park, (iii) solar panels on the rooftop of the principal structure on each Lot within the Project, (iv) a control unit located adjacent to each principal structure on each Lot containing a battery and other equipment, and (v) distribution lines, transformers, inverters, meters, and any other ancillary facilities (items (i) through (v), collectively, are the "System") necessary to implement the pilot BLOCK Energy System program. In addition to the System, Tampa Electric will install its standard AC system, including any meters, service drops, standard AC transformers, handholes, AC lines of wire, and other appurtenances thereto ("AC System"), which assets shall not be included in the definition of the System nor affected by any terms of this Agreement, and shall instead be installed in conformance with and governed by Tampa Electric's tariff and standard practices for AC electrical service. Electrically, the System will be located "in front of" the meter, and does not include the provision, care, or ownership of any equipment or other facilities on the customer's side of the meter. It is anticipated that items (i) and (ii) and parts of item (v) of the System will be located in certain common areas of the Project, which common areas will be owned initially and developed by Developer. All System components for each Lot (battery and control unit, solar photovoltaic roof panels, connections/wiring and isolation switches mounted on the outside of the Residence, near or adjacent to the home revenue meter) will hereinafter be referred to as the "Lot System." Tampa Electric's AC System is specifically excluded from the definition of Lot System.

3.2 Access Rights for BLOCK Energy System. Builder will provide Tampa Electric such access to the Lots as may be required to install, operate, repair and maintain the System pursuant to this Agreement. Builder further agrees to grant Tampa Electric the right to utilize other portions of the Project that may from time to time be agreed upon between Tampa Electric and Builder for areas reasonably requested by Tampa Electric for temporary workspace, temporary material storage, equipment set up and tear down, ingress and egress, and other purposes in connection with the installation of the System. Notwithstanding the foregoing, Tampa Electric's use of laydown area and installation of the System

contemplated in this paragraph shall not in any event unreasonably interfere with Builder development, construction, marketing and sales activities or any homeowner's peaceful enjoyment of the property; provided, however in any case that Builder promptly notifies Tampa Electric of any such interference. Builder will keep Tampa Electric informed with respect to the scheduling and construction of the Residences [REDACTED]

3.3 Tampa Electric Assets. Nothing in this Agreement will impact the application of Tampa Electric's tariff to its AC System, which shall be exclusively governed by Tampa Electric's tariff and the terms and conditions therein. Builder agrees that every part of the System, including all alterations, additions, improvements, or installations made thereto, and all personal property of Tampa Electric used in connection with the installation, operation, and maintenance of the System, electric lines, ducts, or other apparatus related to the System (all being the "Tampa Electric Assets") shall be owned by and be the sole property of Tampa Electric before and after the System has begun operation. In no event shall any Tampa Electric Assets be deemed a fixture. After construction is completed, the Tampa Electric Assets shall not be relocated, altered, tampered with, destroyed, or modified, in part or in whole, without the prior written consent of Tampa Electric. Neither Builder, nor anyone claiming by, through, or under Builder, shall have any rights in or to the Tampa Electric Assets at any time. In the event of any dispute or ambiguity regarding ownership of the Tampa Electric Assets, Tampa Electric and Builder agree to execute all documents and take all actions reasonably requested by Tampa Electric to evidence and affirm Tampa Electric's sole and exclusive ownership of the Tampa Electric Assets. For the avoidance of doubt, all power generated from the Tampa Electric Assets shall be the sole and exclusive property of Tampa Electric. Notwithstanding the foregoing, once any part of the System or Tampa Electric Assets is installed on any portion of the Lots or Residences, Tampa Electric, on behalf of itself or its affiliate, agent or employee, shall not remove it without prior notice to Builder or subsequent owner of the applicable Lot or Residence.

Tampa Electric reserves the right, in its sole discretion, to provide power from its standard AC System at any time to supply any or all of the Residences.

Tampa Electric reserves the right, in its sole discretion, to suspend or discontinue use of the System at any time, and to remove or turn over some or all of the System components as it determines to be appropriate at Tampa Electric expense. In the event Tampa Electric elects to permanently discontinue the System prior to C.O. of all Residences by Builder, then Tampa Electric will notify Builder of such decision and take such steps to unwind this Agreement in a manner consistent with Section 2.2.

3.4 Installation Schedule; Permit Coordination; Installation. [REDACTED]

Additionally, Builder acknowledges that Tampa Electric may provide service to a Residence through its AC System and allow other portions of the System to be installed relative to a Residence after Builder has completed construction of a Residence in order to minimize interference with Builder's construction schedule.

Prior to commencing construction on the first Lot, Builder will provide copies of or access to its engineered plans for each of its models planned for the Residences. Builder and Tampa Electric will coordinate and discuss design of the photovoltaic systems and the structural design of the roof and jointly develop a form for the photovoltaic panel part of the permit application. Prior to commencing construction on each Lot, Builder shall notify Tampa Electric and simultaneously provide copies of or access to the

approved building permit package, any further information necessary for Tampa Electric to permit the photovoltaic system, and Builder's good faith estimate of the approximate timeframes for roof completion, electrical installation and inspection, and Certificate of Occupancy ("C.O.") for such Lot. Tampa Electric agrees to cooperate with Builder with respect to the construction of the Lot System and to use commercially reasonable efforts to minimize interference with Builder's construction of the Residences. Tampa Electric shall provide Builder a contact person or persons for each such notification. In the event of any actual or anticipated delays, the Party that becomes aware of the delay shall promptly notify the other Party and the Parties shall work together in good faith on a revised schedule or alternative solution.

[REDACTED]

Unless otherwise expressly provided for in this Agreement, Tampa Electric shall be solely responsible, at its sole costs and expenses, to install the Lot System properly in a good workman manner, in compliance with all applicable laws, regulations and ordinances, and without damaging the roof or any other parts of the Residences.

[REDACTED]

For each Lot, Tampa Electric shall notify Builder promptly after all components of the Lot System for such Lot are complete.

3.5 Lot Easements. Within thirty (30) days of commencing construction upon each Lot, Builder shall fully execute, with required notarizations and witnesses, an easement over the Lot for the Lot System in the form attached hereto as **Exhibit C** (the "**Easement**"), attach the Lot legal description, and provide the completed easement to Tampa Electric for recording. If Tampa Electric does not receive the Easement for the Lot by the time Tampa Electric begins installation of the Lot System, Tampa Electric will notify Builder and Builder shall immediately provide the Easement for the Lot. Tampa Electric will be authorized to record the Easement for the Lot(s) upon which construction is commencing prior to commencing installation of the Lot System on the Lot or Lots. Builder shall ensure that it provides notice of the Easement to the purchaser of each Lot as a part of Builder's due diligence disclosures to each purchaser.

[REDACTED]

3.6 Declarations, Covenants, and Restrictions. Tampa Electric shall cause the Developer Agreement to provide that Developer will record an amendment to the Community Declaration for Medley at Southshore Bay recorded in Official Book 25800, page 1357, of the public records of

Hillsborough County, Florida (the “**Declaration**”), which amendment (the “**Declaration Amendment**”) shall provide the following:

3.6.1 For Lots 22 through 39, Block 31, Lots 8 through 25 Block 29, and Lot 16, Block 35 of Forest Brooke Active Adult Phase 2B and 3 recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida (“**Phase AA3**”), Emera Technologies will install a BLOCK Energy System, in parallel with Tampa Electric’s traditional AC System, to provide electric service to homeowners in Phase AA3 (“**AA3 Owners**”). The System, all of which will be owned by Tampa Electric, will be designed with the following features:

- o Solar panels are to be installed on the roof of every house in Phase AA3 and will be owned, operated and maintained by Tampa Electric; all power generated by the rooftop solar panels will be considered the sole property of Tampa Electric, and will be used to serve the BLOCK Energy System which is an integral component of and interconnected to Tampa Electric’s standard system.
- o An enclosure housing batteries and control units will be installed at/outside every house in Phase AA3, which will be operated and maintained by Tampa Electric,
- o A Community Energy Park, which will have the means to both generate and store Tampa Electric owned power that will backup and supplement the solar energy supplied to the BLOCK Energy System.
- o AA3 Owners will be charged for electricity supplied by the BLOCK Energy System at the same rate as residential customers served by Tampa Electric’s general system supply. Electric service to each AA3 Owner will be provided in accordance with the terms and conditions of Tampa Electric’s retail electric tariff.

Tampa Electric reserves the right, in its sole discretion, to provide power from its standard AC System at any time to supply any or all of the BLOCK Energy System homes or if the BLOCK Energy System has excess energy relative to that needed to supply the connected homes, have such excess energy exported to its standard system for use by other customers of Tampa Electric.

Tampa Electric reserves the right, in its sole discretion, to suspend or discontinue use of the BLOCK Energy System, and to remove or turn over some or all of the System components as it determines to be appropriate, at Tampa Electric or ETL’s expense.

3.6.2 Tampa Electric has the exclusive rights to the Community Energy Park site in Phase AA3. Homeowners should notify Tampa Electric in the event they become aware of concerns (such as damage, malfunction, or maintenance problems) with respect to the Community Energy Park or the facilities thereon.

3.6.3 Tampa Electric has the right to construct, install, maintain, operate, expand, repair, replace, discontinue, and remove electric utility facilities within the Project rights of way and ten foot (10’) utility easements on either side of the right of way. These same rights extend to solar panels on the roof of every home and battery and control units on each lot in the Project.

3.6.4 During the test period (which will end December 31, 2024), AA3 Owners will not be allowed to install their own solar panels, stand-by generators or other personal power generation facilities.

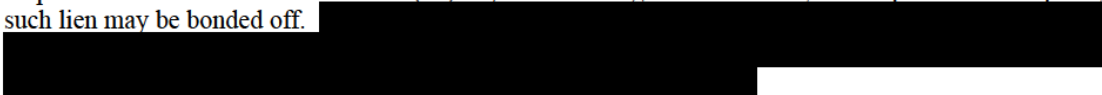
3.6.5 Homeowner’s Association and individual AA3 Owners will maintain the utility easement areas, the areas around the battery and control units, and the roof areas around the solar

panels to prevent excessive wear and tear and will notify Tampa Electric if there are any concerns (such as damage, malfunction, or maintenance problems) with utility easement areas, battery and control units, or solar panels. Homeowner's Association and individual AA3 Owners shall not attempt, nor shall any of them allow anyone other than Tampa Electric to attempt, to maintain, relocate, repair, or modify the utility easement areas, battery and control units, or solar panels.

In connection with the recording of the Declaration Amendment, if requested by Tampa Electric or Developer, Builder will sign a consent thereto pursuant to Section 4.1 of the Declaration; provided, however, Builder is not a declarant or developer under the Declaration and does not have any liability or obligations relating thereto.

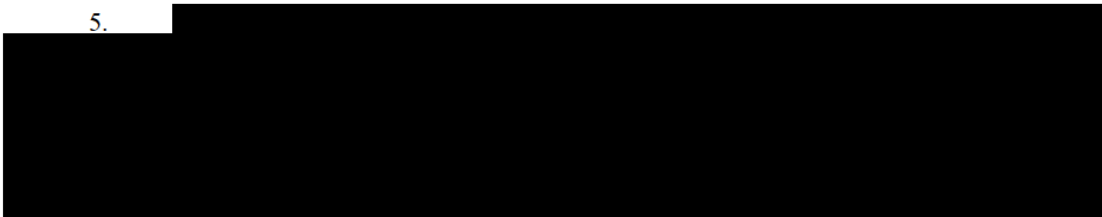
3.7 System Operation. Except as set forth in Section 3.3 above with respect to the solar panels, the Tampa Electric Assets (including each meter) shall remain the exclusive property of Tampa Electric at all times. Tampa Electric's operation of the System and provision of power to the Project and the Lots is not governed by the terms of this Agreement, rather, Tampa Electric shall operate the System in accordance with its tariff on file with the FPSC and the requirements of applicable regulations and laws.

3.8 Lien Free & Work Standards. Tampa Electric shall promptly pay any and all of its architects, contractors, subcontractors and suppliers and shall perform all of its installation, repair and other work with respect to any part of the System in a good workman manner and lien free fashion and shall not cause any damage to the roof or any other parts of the Lots or Residences. To the extent any lien is filed in connection with any work related to the Lot System, Tampa Electric shall either cause such lien to be paid in full and released within ten (10) days of the filing of the same or, at Tampa Electric's option, such lien may be bonded off.



3.9 Maintenance. Builder shall have no responsibility for maintaining the System. Tampa Electric shall maintain the System in accordance with its tariff and other applicable laws, regulations and ordinances.

4. Marketing. It is anticipated that Builder will develop marketing materials promoting the sale of Residences and that such materials might refer to the System. Builder shall, prior to any distribution or disclosure, provide to Tampa Electric a copy of any proposed marketing materials that refer to or contain content that relates to the System or any component thereof. Builder shall not disseminate, distribute, release, disclose or otherwise allow such marketing materials that refer to or contain content that relates to the System or any component thereof to be displayed to others outside of Builder until Builder receives written approval of the materials from Tampa Electric. Tampa Electric shall, prior to any distribution or disclosure, provide to Builder a copy of any proposed marketing materials that refer to or contain content that relates to the Project, Lots or Residences. Tampa Electric shall not disseminate, distribute, release, disclose or otherwise allow such marketing materials that refer to or contain content that relates to the Project, Lots or Residences to be displayed to others outside of Tampa Electric until Tampa Electric receives written approval of the materials from Builder.



8. Confidentiality. Except as agreed by the Parties pursuant to Paragraph 4 or otherwise required in this Agreement, the Parties covenant and agree to keep and maintain the business and financial terms of this Agreement, including any specifics on the BLOCK Energy System (the “Confidential Information”), strictly confidential and shall not disclose the Confidential Information to any third parties, except as disclosed by any declaration, easement, memorandum of agreement or other instrument to be recorded in the public records of Hillsborough County, Florida and except as provided below (the “**Confidentiality Exceptions**”), and, except the Confidentiality Exceptions, shall take all reasonable and prudent steps permitted by law in order to protect the Confidential Information from disclosure. Nothing herein shall limit the Parties from disclosing any Confidential Information to Developer, the Public Service Commission, or other regulatory bodies. The Parties shall not publicize, disseminate, discuss, or otherwise disclose any Confidential Information except (a) on a “need to know” basis to any of their respective legal counsel, employees, and hired advisers, and consultants, (b) to the extent required to comply with an order of a court of competent jurisdiction or other government mandatory process, (c) to the extent required in an action to enforce this Agreement, or (d) to the extent permitted by any written consent hereafter granted by the other Parties, as applicable, in their sole and absolute discretion.

9.

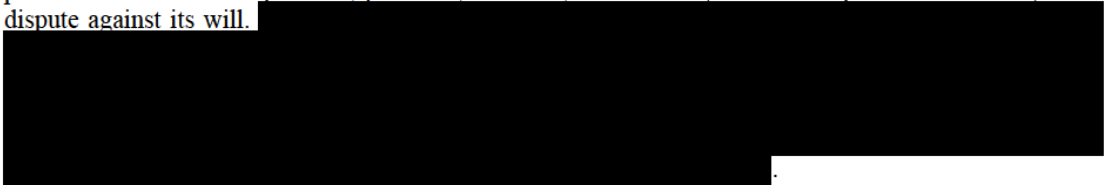


10.



11. Force Majeure. Each Party shall not be liable to the other for any failure to perform pursuant to the terms and conditions of this Agreement to the extent such performance was prevented by an event of Force Majeure pursuant to this Section. The term “Force Majeure” shall mean causes not within the control of the Party whose performance is affected including, without limitation, Acts of God, strikes, lockouts, or other industrial disturbance, acts of the public enemy, wars, blockages, insurrection, riots, epidemics, pandemics, landslides, sinkholes, lightning, industrial disturbances that affect Tampa Electric’s customers, earthquakes, fires, storms, flood, washouts, arrests and explosions, breakage or non-foreseeable accident to machinery or lines of pipe, and any other causes, whether of the kind herein enumerated or

otherwise, and which, in each of the above cases, by the exercise of due diligence such Party is unable to prevent or overcome utilizing commercially reasonable efforts, procedures and processes; such term shall likewise include the inability of a Party to acquire, or delays on the part of such Party in acquiring at reasonable cost and by the exercise of reasonable diligence, servitudes, rights-of-way, grants, permits, permissions, licenses, materials or supplies which are required to enable such Party to fulfill its obligations hereunder. The Party whose performance is excused by an event of Force Majeure (the "**Performance Excused Party**") shall promptly notify the other Parties of such occurrence and its estimated duration and shall promptly remedy such Force Majeure if and to the extent reasonably possible and shall resume such performance as soon as possible; provided, however, that no Party shall be required to settle any labor dispute against its will.



12. Miscellaneous. This Agreement shall be subject to all applicable laws, rules, orders, permits, and regulations of any federal, state, or local governmental authority having jurisdiction over the Parties, their facilities, or the transactions contemplated. This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida. Tampa Electric and Builder hereby voluntarily, knowingly, and intentionally, **WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY** in any legal action or proceeding arising under or in connection with this Agreement. Each Party agrees that any litigation shall be filed exclusively in the courts located in Hillsborough County, Florida, and hereby consents and agrees that courts in Hillsborough County, Florida, shall be the exclusive, proper, and convenient venue for any legal proceeding relating to this Agreement. This Agreement constitutes the entire understanding and agreement between the Parties and supersedes any and all prior negotiations, understandings or agreements. This Agreement has been the subject of negotiations by the Parties, and this Agreement will not be construed against any Party merely because of such Party's involvement in its initial preparation and negotiation. Except as provided above, this Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, and their respective successors and assigns. Builder and Tampa Electric each warrant to the other Parties that: (a) it is duly formed, validly existing and in good standing under the laws of its state of formation, and (b) it has all requisite right, power, and authority to enter into this Agreement, and (c) that the signatory or signatories hereto has/have been duly authorized and no consent of any other person to such execution, delivery, and performance is required to render this Agreement a valid and binding instrument. This Agreement may be amended, modified or extended only by a written instrument signed by all Parties. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by a Party shall constitute a waiver of, or shall preclude any other or further exercise of, the same or any other right, power or remedy. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any Party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of the same. This Agreement may be executed in any number of counterparts, and all the counterparts taken together shall be deemed to constitute one (1) and the same instrument. The captions, headings, titles, and subtitles herein are inserted for convenience of reference only and are to be ignored in any construction of the provisions of this Agreement. Any exhibit attached to this Agreement is incorporated by reference herein. Nothing contained herein shall be construed as a joint venture, partnership or any other similar relationship between any of the Parties. Nothing in this Agreement shall be construed as creating any rights, benefits or interests in a person or group that is not a party to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

Tampa Electric Company, a Florida corporation **Lennar Homes, LLC**, a Florida limited liability company

Nancy Tower
By: ntower@tecoenergy.com
Name: Nancy Tower
Title: President and CEO

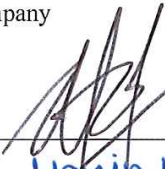
By: _____
Name: _____
Title: _____

Gerard R. Chasse
By: gchasse@tecoenergy.com
Name: Gerard R. Chasse
Title: Vice President Electric Delivery

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their respective duly authorized officers as of the date first above written.

Tampa Electric Company, a Florida corporation **Lennar Homes, LLC**, a Florida limited liability company

By: _____
Name: Nancy Tower
Title: President and CEO

By: 
Name: Marvin L. Metheny Jr.
Title: Vice President

By: _____
Name: Gerard R. Chasse
Title: Vice President Electric Delivery

EXHIBIT A

Description of Property

Plat of Forest Brooke Active Adult Phase 2B and 3 recorded in Plat Book 137, Page 198 through 213, of the Public Records of Hillsborough County, Florida (“**Southshore Bay**”)

Description of Lots

Lots 22 through 39, Block 31, Lots 8 through 25 Block 29, and Lot 16, Block 35 of Phase 3 of Southshore Bay

Builder also has the ability to add Lots 3 through 7, Block 29

Exhibit B

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Exhibit C

Form of Easement

CLERK OF CIRCUIT COURT RETURN TO PREPARER:

Prepared by: Real Estate Department
Tampa Electric Company
702 N. Franklin Street
Tampa, FL 33602

Space Reserved for Clerk

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that _____, a _____ corporation (together with its successors and assigns, collectively, the “Grantor”) whose address is _____, in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to TAMPA ELECTRIC COMPANY, a Florida corporation (together with its successors and assigns, collectively, the “Grantee”) whose principal address is 702 N. Franklin Street, Tampa, Florida 33602, and its successors and assigns, a perpetual non-exclusive easement (the “Easement”) to access, inspect, maintain, operate, and repair Grantee’s assets, which are described in paragraph 1 and located exterior of enclosed buildings, at _____, _____, FL 33____, legally described in Schedule A (the “Premises”) pursuant to this Grant of Easement (this “Agreement”).

1. Grant: Grantor hereby grants Grantee a permanent, non-exclusive easement to install, expand, access, inspect, maintain, operate, modify, update, repair, replace, and, subject to this Easement, remove the following: (1) a solar photovoltaic system on the roof of the primary residence constructed on the Premises, (2) battery and control units not to exceed 5 feet in height nor a 4 foot by 4 foot horizontal area, and (3) meters and automated transfer switches (collectively, the “Assets”) at, upon, under, across and over the exterior (including, without limitation, the roof, exterior walls, driveways and yard) of the Premises, together with:

- a. the right of Grantee to provide, install, and maintain through or under the Premises such cables, electric lines, ducts, transformers, and other apparatus as may, in the opinion of Grantee, be necessary or desirable for connecting the Assets to or for the benefit of Grantee’s electrical system;
- b. the right of Grantee for reasonable access to receive, unload, store, and protect all materials, tools and equipment at a mutually agreeable location on the Premises as needed, and a mutually agreed area on the Premises during maintenance of the Assets; and
- c. a non-exclusive easement for ingress and egress over, across, and under the Premises to and from the Assets to Grantee and its employees, agents, contractors and subcontractors, at all times, to enter that portion of the Premises on which the Assets exist, and do thereon such acts and things as may be necessary or desirable for the purpose of inspecting, maintaining, repairing, replacing and removing the Assets, electric lines, or other ancillary equipment or apparatus.

2. Use and Limitation: Grantee's use of the Easement shall at all times be in compliance with all Federal, State and local laws, regulations, ordinances, and statutes. Grantee shall be permitted to restrict access to the area immediately surrounding the Assets when maintenance, repair, replacement, or removal is being performed; provided, Grantee shall provide at least three (3) days prior notice to Grantor prior to such restriction of access except in the event of any life or safety related emergency. Grantee shall have 24/7 access to the Assets.

3. Maintenance:

a. Grantor shall, at its own expense, maintain the Premises to prevent damage or excessive wear and tear of the Assets, however; Grantor shall not attempt, nor shall Grantor allow anyone other than Grantee to attempt, to maintain, relocate, repair, or modify the Assets. Grantor shall promptly notify Grantee if Grantor sees any damage to, or has any concern regarding, any of the Assets, including if Grantor suspects any of the Assets have been damaged, tampered with, malfunctioned, or have a maintenance problem. Grantor shall not tamper with, damage, or obstruct any of the Assets, nor shall Grantor allow any other persons to tamper with, damage, or obstruct any of the Assets. Grantor shall trim and maintain trees on the Premises in a manner so that a tree does not impair the effective collection of solar power from the solar photovoltaic panels. If Grantor's maintenance of his or her home requires temporary removal of the Assets (for example, to replace a roof), Grantor shall notify Grantee at least thirty (30) days prior to the proposed maintenance and Grantee shall make necessary plans with Grantor to temporarily relocate, remove, and reinstall, or otherwise manage the Assets during the proposed maintenance.

b. Grantee shall, at its own expense, maintain, repair and replace the Assets in accordance with its tariff and other applicable laws, regulations and ordinances.

4. Consent: Grantor hereby consents to the use of information obtained from the Assets by Grantee to operate and maintain the System, to provide service to its customers, and for Grantee's other internal business purposes, and consents to the sharing of such information with affiliates, contractors and other third parties in furtherance of such purposes. In addition, Grantor understands that Grantee and its affiliates will be studying the use and efficiency of the Assets, and for other legitimate business purposes, and hereby consents to the use by Grantee, its affiliates, and other third parties, of such information for any other purpose provided that such information shall not be shared with third parties unless the information is anonymized or de-identified or unless the recipients of such information are subject to a confidentiality agreement.

5. Termination: Grantee may terminate this Easement at any time. Unless Grantor requests removal of the installed solar photovoltaic panels within ninety (90) days after being notified by Grantee ("Removal Notice Period") that this Easement will terminate, Grantee shall transfer ownership of the installed solar photovoltaic panels installed on the Premises to Grantor, AS-IS, WHERE-IS; provided Grantor enters into and complies with an interconnection agreement with Tampa Electric as required by Tampa Electric's tariff for other customers with solar panels on their roofs, in which event Grantor shall provide access to the home on the Premises to Tampa Electric or its contractor to install, and Tampa Electric shall install or cause to be installed, at Tampa Electric's expense, any equipment required to invert the energy produced by the panels from DC to AC so that the energy is suitable for use in the home on the Premises. Grantee shall have a period of one hundred eighty (180) days after the expiration of the Removal Notice Period, in which to remove from the Premises the Assets, which shall exclude the solar photovoltaic panels unless removal of such panels was requested by Grantor. Upon removal of the Assets, Grantee shall restore the Premises to the condition in which it existed prior to removal, reasonable wear and tear excepted, including restoring the roof to a functional, complete, and watertight state if impacted by the solar photovoltaic panel removal, and Grantee shall record a release of this Easement.

6. Relocation: Grantee agrees upon the request of Grantor to relocate its Assets, over, under and upon subject parcel at the expense of Grantor; provided relocation does not adversely affect the safe, reliable and efficient performance of the System. In no event shall any of the Assets be deemed a fixture.

7. Electric Service. Electric service will be provided to customers who own or reside at the Premises in accordance with and subject to Grantee's retail tariff, as may be amended from time to time, and nothing in this Easement will modify, limit otherwise affect the terms and conditions under Grantee's retail tariff.

8. Binding Effect: This Grant of Easement may not be changed, altered or modified except by an instrument in writing signed by the party against whom enforcement of such change would be sought. This Grant of Easement shall be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Grant of Exclusive Easement this _____ day of _____, 20____.

Signed, Sealed and Delivered
in the presence of:

GRANTOR:

a _____ limited liability company

WITNESS: _____
Print Name: _____

By: _____

Print or Type Name

WITNESS: _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The forgoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____ 20____ by _____, a _____ Member of _____, a limited liability company, on behalf of said company. He/She personally appeared before me, is personally known to me or has produced _____ as identification and who did (did not) take an oath.

(SEAL)

Notary Public

Print Name
Commission Expires:

SCHEDULE "A"

Legal Description:

(Legal description of the Premises.)

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 21
PAGE 1 OF 1
FILED: JANUARY 19, 2021**

21. Please refer to paragraph 45 of the petition. Will the final report provide a cost-effectiveness comparison between traditional infrastructure and the Pilot Program?

A. Yes.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 22
PAGE 1 OF 1
FILED: JANUARY 19, 2021**

- 22.** Please refer to paragraph 59 of the petition. Why is a rule waiver necessary if the homeowners are required to sign a Builder's Agreement?
- A.** As explained above, Tampa Electric is working with Metro and Lennar to amend the project agreements to remove the restriction on participant-owned additional solar during the term of the pilot. As a result, Tampa Electric plans to amend its Petition to remove the request for a rule waiver.

**TAMPA ELECTRIC COMPANY
DOCKET NO. 20200234-EI
STAFF'S FIRST DATA REQUEST
REQUEST NO. 23
PAGE 1 OF 2
FILED: JANUARY 19, 2021**

- 23.** Please refer to paragraph 66 of the petition. The petition states that if at the conclusion of the Pilot Program the system does not perform as anticipated, the company will sign over ownership of the rooftop solar panels to the homeowners and charge the homeowners \$1 for the rooftop solar panel. Please explain why TECO believes this is appropriate.
- a. Please detail any additional necessary equipment homeowners need to make these panels compatible with TECO's traditional generation system.
 - b. Please detail the estimated cost associated with any additional necessary equipment homeowners need to make these panels compatible with TECO's traditional generation system.
- A.** If, at the end of the Pilot Program, the system has not met agreed upon performance criteria and Tampa Electric has thus determined that it will not move forward with it and cease operations of the DC microgrid at the site. then Tampa Electric will remove the Block equipment from the homeowner lots. Similarly changing out the utility owned solar arrays on the customer roofs to deliver power to the AC system as the only option was rejected. As a result, Tampa Electric offers the customer the choice to either remove the arrays from the homeowner's roofs and restore the roof area where the solar panel was installed to match the remaining roof cover, or to take ownership of the panels for a dollar and those arrays could be repurposed to provide homeowners with their own solar power to net meter at the home. This is particularly appropriate as a goal of the program is to increase cost effective solar generation in Tampa Electric's service area and removing what has been installed would subvert that goal.
- a. Because the Pilot Program solar arrays are directly feeding their DC generated power to the DC microgrid as DC energy, to convert them to homeowner owned and net metered arrays would require some rewiring of the outlet feed from the arrays to the home and installation of an inverter in the home (a +/- 190 Vdc – 240/120 V inverter) and a properly rated service connection to the house panel. This will allow DC power from the arrays to be inverted to AC power to feed load in the home with excess generated power to be exported through the home net meter to the utility AC grid through a properly rated service connection to the house panel.

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- b. Under the agreements, all such costs will be paid for by Emera Technologies. An estimate of those costs per home would be in the order of \$3,000 to \$5,000.

24. What is the expected service life for each of the microgrid system components?

A. The book life for the key components are as follows:

- i) Rooftop Solar panels: 30 years
- ii) Generators: 15 years
- iii) Battery Energy Storage: 10 years
- iv) Inverters/converters: 10 years

[Note: The battery service life is based on the daily usage of the battery and an assumed lifetime kWh throughput. The generator is a conservative estimate given the OEM recommended overall/rebuild at 48,000 operating hours and our estimated annual operating estimate of 10% capacity factor or ~1,300 hours.]

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- 25.** What, if any, analysis was performed to model the cost effectiveness of the microgrid versus traditional generation? Please provide the results of this analysis if available.
- A.** A high-level economic analysis was performed to model the cost effectiveness potential for the microgrid using assumptions based on the best data and best operational expectations available at the time. The analysis looked at several key factors including fuel savings, avoided capital, reduced losses and energy interchange. While the analysis performed required significant assumptions, it clearly indicated that a microgrid such as the one being proposed as a pilot program by Tampa Electric may provide economic and operational benefits to both the members of the microgrid and the utility customers taking electric service outside the microgrid. See results of analysis below.

| Results Summary | Cost / (Benefit) (\$000) | Notes |
|--------------------------------|-----------------------------|--|
| Capital RR | 1,507 | Indicative 55 home community in South Hillsborough with coincident peak load of 272 kW, and a total of 1,970 kW of generation consisting of: <ul style="list-style-type: none"> - 350 kW solar per site (6.3 KW rooftop solar per home) - 1,100 kW / 1-hour duration battery storage (20 kWh per home) - 220 kW / 1-hour duration central battery storage per site - 300kW central reciprocating engine (2 x 150 kW) per site |
| System O&M Impacts | 164 | Based on an optimized, hourly production cost simulation with a 400 kW Bi-Directional flow interface |
| Fuel | (222) | Based on an optimized, hourly production cost simulation with a 400 kW Bi-Directional flow interface. |
| Capacity Value | (1,188) | Based on 726 kW (400 kW for the converter + avoided load of 272 + 20% RM on the avoided load) |
| Avoided T&D Losses | (32) | Using approximately 7.6% T&D loss |
| Avoided T&D future capital | (534) | Based on 400 kW interface |
| Avoided service drop and meter | (136) | Approximately \$2k per home |
| Ancillary Services | (132) | Contribution to operational reserves |
| Environmental | (64) | Benefits from lower CO ₂ / NO _x / SO ₂ emissions |
| Total CPWRR | (637) | |