

AUSLEY McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

123 SOUTH CALHOUN STREET
P.O. BOX 391 (ZIP 32302)
TALLAHASSEE, FLORIDA 32301
(850) 224-9115 FAX (850) 222-7560

March 9, 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:

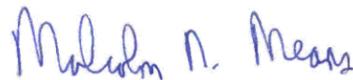
Attached for filing in the above docket is Tampa Electric Company's supplemental production in response to Staff's First Data Request Nos. 19 and 20, propounded on December 23, 2020.

Tampa Electric filed Revised Responses to Staff's First Data Request Nos. 19 and 20 on March 4, 2021. These Revised Responses included copies of amendments to the Developer and Builder Agreements, respectively, that were executed by Tampa Electric.

Enclosed with this letter is a supplemental production consisting of: (1) a copy of the First Amendment to the Developer Agreement executed by both Tampa Electric and Metro; and (2) a copy of the First Amendment to the Builder Agreement executed by both Tampa Electric and Lennar.

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)

FIRST AMENDMENT TO DEVELOPER AGREEMENT

THIS FIRST AMENDMENT TO DEVELOPER AGREEMENT (this "First Amendment") is made as of March 4, 2020 (the "First Amendment 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 together as the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Developer Agreement dated as of October 19, 2020 (the "Original Agreement"); and

WHEREAS, the Parties desire to amend certain terms and conditions of the Original Agreement pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals; Definitions. The foregoing recitals are true and accurate and are incorporated herein by this reference. Capitalized terms used herein but not defined shall have the respective meanings attributed to them in the Original Agreement. The term, "Agreement" shall mean the Original Agreement as modified by this First Amendment.

2. Ratification. All terms of the Original Agreement not amended by this First Amendment shall remain unmodified and in full force and effect. Except to the extent otherwise provided herein, the entry into this First Amendment does not waive any of the parties' respective rights under the Original Agreement, and does not relieve them of their obligations under the Original Agreement.

3. Revision to Declarations, Covenants, and Restrictions. Section 3.5.4 of the Original Agreement is hereby deleted in its entirety and Section 3.5.5 of the Original Agreement hereby becomes the new Section 3.5.4 of the Original Agreement.

4. Miscellaneous. This First Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement. To facilitate the execution and delivery of this First Amendment, the Parties may execute and exchange counterparts of the signature pages by facsimile or PDF, and the signature page of any Party to any counterpart may be appended to any other counterparts. This First Amendment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between the terms of the Original Agreement and the terms hereof, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment effective as of the First Amendment Effective Date.

Tampa Electric Company, a Florida corporation

Dune FB Debt, LLC, a Delaware limited liability company

Gerard R. Chasse
By: gchasse@tecoenergy.com

Name: Gerard R. Chasse

Title: Vice President - Electric Delivery


By: _____

Name: JOHN RYAN
Title: MANAGER

Date: _____

Archie Collins
By: adcollins@tecoenergy.com

Name: Archibald D. Collins

Title: President and Chief Operating Officer

Date: 03/04/2021

Emera Technologies Florida, Inc., a Florida corporation

By: _____

Name: _____

Title: _____

Date: _____

FIRST AMENDMENT TO BUILDER AGREEMENT

THIS FIRST AMENDMENT TO BUILDER AGREEMENT (this “**First Amendment**”) is made as of March 4, 2021 (the “**First Amendment 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**”).

WITNESSETH:

WHEREAS, Tampa Electric and Builder entered into that certain Builder Agreement dated as of October 19th, 2020 (the “**Original Agreement**”); and

WHEREAS, Tampa Electric and Builder desire to amend certain terms and conditions of the Original Agreement pursuant to the terms and conditions herein.

NOW THEREFORE, in consideration of the mutual promises, covenants and representations hereinafter set forth, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tampa Electric and Builder hereby agree as follows:

1. **Recitals; Definitions.** The foregoing recitals are true and accurate and are incorporated herein by this reference. Capitalized terms used herein but not defined shall have the respective meanings attributed to them in the Original Agreement. The term, “**Agreement**” shall mean the Original Agreement as modified by this First Amendment.

2. **Ratification.** All terms of the Original Agreement not amended by this First Amendment shall remain unmodified and in full force and effect. Except to the extent otherwise provided herein, the entry into this First Amendment does not waive any of the parties’ respective rights under the Original Agreement, and does not relieve them of their obligations under the Original Agreement.

3. **Revision to Declarations, Covenants, and Restrictions.** Section 3.6.4 of the Original Agreement is hereby deleted in its entirety and Section 3.6.5 of the Original Agreement hereby becomes the new Section 3.6.4 of the Original Agreement.

4. **Miscellaneous.** This First Amendment may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement. To facilitate the execution and delivery of this First Amendment, the parties may execute and exchange counterparts of the signature pages by facsimile or PDF, and the signature page of either party to any counterpart may be appended to any other counterpart. This First Amendment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between the terms of the Original Agreement and the terms hereof, this First Amendment shall control.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment effective as of the First Amendment Effective Date.

Tampa Electric Company, a Florida corporation

Lennar Homes, LLC, a Florida limited liability company

By: _____

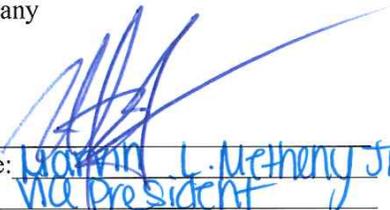
Name: _____

Title: _____

By: _____

Name: _____

Title: _____

By: 

Name: William L. Metheny Jr.

Title: Vice President

Date: 3/1/21