

CURTAILABLE LOAD SERVICE AGREEMENT

Form 30

This Agreement is made this _____ day of _____, _____
by and between _____ (the "Customer")
located at _____ in
_____, Florida and Gulf Power Company, a Florida corporation (the
"Company" or "Gulf Power").

WITNESSETH

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

1. The Company agrees to furnish and the Customer agrees to take service under rate schedule _____ and the Curtailable Load Experimental Rider CL (the "Curtailable Rider") (attached as Exhibit "A" and incorporated herein by reference) as currently approved by the Florida Public Service Commission (the "FPSC") or as said rate schedule or rider may be modified in the future and approved by the FPSC.
2. The Customer and the Company will, throughout the term of this Agreement, comply with all of the terms and conditions of the Curtailable Rider.
3. The Customer's Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Firm Demand shall not be subject to change during the term of this Agreement.
4. The Customer's Non-Firm Demand for purposes of the Curtailable Rider shall be set at _____ kW. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the Non-Firm Demand shall not be subject to change during the term of this Agreement. Upon receipt of notice from the Company, the Customer agrees to curtail its Non-Firm Demand during all curtailment periods and test periods designated by the Company.
5. In consideration of the Customer's agreement to curtail its Non-Firm Demand, the Company will provide the Customer with a monthly billing credit of \$ _____ per kW for each kW of Non-Firm Demand identified in section 4 above. Unless otherwise modified in accordance with the terms of the Curtailable Rider, the amount of the foregoing billing credit shall not be subject to change during the term of this Agreement.
6. The Company will endeavor to provide at least thirty (30) minutes advance notice to the Customer of the time the curtailment period begins. Such notice may be electronic, oral or written. The Company shall not be responsible for the Customer's failure to receive or act upon such notice. Upon request, the Customer will provide the Company with the following information to facilitate delivery of all communications relating to curtailment periods and designate the preferred manner of communication, which will be the manner of communication the Company initially uses when seeking to curtail load:

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Name of Contact Person(s);
Office and/or Cellular Telephone Number(s); and
Email Address(es)

The Customer will notify the Company immediately should there be a need to change contact information. Any changes to the above manner of communication made by the Customer or the Company shall be made in writing.

For all office and cellular telephone numbers and email addresses provided by the Customer to the Company, the Customer authorizes the Company to deliver or cause to be delivered all notices and messages associated with the Curtailable Rider, any of which may be through the use of an automatic telephone dialing system or an artificial or prerecorded voice. Delivery of an artificial message, prerecorded message or human voicemail shall constitute effective notice for purposes of the notice requirements under this Agreement. Further, in the event that any office or cellular telephone number provided to the Company by the Customer is a personal (as opposed to Customer issued) telephone number for individual employees, agents or representatives of the Customer, then the Customer hereby certifies to the Company that such individual user has provided the Customer with express prior written consent to receive communications from the Company on behalf, or for the benefit, of the Customer, as well as express prior written consent to receive communications from the Customer itself. The Customer understands and acknowledges that it is not required to agree to receive promotional messages as a condition of taking service under the Curtailable Rider. In the event that a telephone number provided to the Company by Customer is reassigned, disconnected or belongs to an individual whose relation to the Customer is terminated or otherwise discontinued, the Customer shall immediately notify Company that said number should be removed from the Company's notification list.

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

8. The term of this Agreement shall commence on _____, _____, _____ and end on _____, _____, _____; provided, however, that the Customer may terminate this Agreement prior to the expiration of its term without penalty or further obligation by providing the Company with at least 60 months advanced written notice. Upon the expiration of the term of this Agreement, the Customer may choose to enter into a new Curtailable Load Service Agreement pursuant to the terms and conditions of the Curtailable Rider or any successors thereto. The Customer acknowledges the Company's need for generation planning lead time and that the Company has depended upon the Customer to provide written notice in advance of termination of the Customer's obligation to remain a Curtailable Rider program participant.

9. This Agreement may be terminated if termination is required in order to comply with regulatory rulings.

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10. The failure or delay by either party in exercising any rights or remedies, either provided herein or by law, shall not be deemed to constitute a waiver of any provisions hereof.

11. This Agreement supersedes all previous agreements or representations, either written, verbal, or otherwise between the Company and the Customer, with respect to the matters contained herein and constitutes the entire agreement of the parties. This Agreement incorporates by reference the terms of the tariff filed with the FPSC by the Company, as amended from time to time. To the extent of any conflict between this Agreement and such tariff, the tariff shall control.

12. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this Agreement is assigned, which may be done provided that the assignee is qualified to take service under the Curtailable Rider, the Customer will notify the Company prior to the effective date of the assignment.

13. Any modifications to this Agreement must be approved, in writing, by the Company and the Customer.

14. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

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

Charges and Terms Accepted:

Customer Name

By: _____
Signature (Authorized Representative)

(Print or type name)

Title: _____

GULF POWER COMPANY

By: _____
(Signature)

(Print or type name)

Title: _____

Attest: _____