

**GULF POWER COMPANY**  
**CONTRACT FOR SEASONAL ELECTRIC POWER**  
**Form 3**

Rate Schedule \_\_\_\_\_

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_,  
by and between Gulf Power Company, a corporation, hereafter for brevity and convenience called the  
Company; and \_\_\_\_\_,  
hereafter called the Customer.

**WITNESSETH:**

In consideration of the mutual promises and agreements of the parties, each to the other,  
hereinafter contained, they agree and bind themselves as follows:

1. That this agreement is supplemental to, and when executed and approved shall become a  
part of and be construed in connection with and as a modification of, that certain contract for electric service  
executed by and between the parties hereto bearing date the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_\_, attached hereto, and hereby referred to as fully and with the same effect as of its terms were set  
out herein.

2. In and by this supplemental agreement the terms and conditions of such contract for electric  
service, hereinabove referred to, are hereby modified for a minimum period of \_\_\_\_\_ years, in the  
following particulars, to-wit:

(a) **DEMAND CHARGE:**

The monthly demand charge specified in such original contract for electric service hereinabove  
referred to shall be increased by the amount per kilowatt specified in item 1 of Rate Schedule SR or at such  
lawful rate as may supersede same only during the months seasonal service is furnished.

(b) **DETERMINATION OF DEMAND:**

The terms of the determination of the demand in the original contract for electric service  
hereinabove referred to are suspended during the period of the applicability of this memorandum of  
agreement to the extent that the kilowatt demand shall be based, while this memorandum of agreement is  
applicable and in force on the Customer's maximum integrated fifteen minute demand during each service  
month.

(c) **MINIMUM BILL:**

In consideration of the readiness to furnish the seasonal service herein stipulated for and the  
Customer's purchase of such service upon the conditions herein expressed, the Company shall, and hereby  
does, suspend, during the period of the applicability of this memorandum of agreement, the minimum  
monthly bill stipulated for in the original contract for electric service hereinabove referred to, on the express  
condition that the Customer shall and hereby agrees to pay to the Company,

(c) MINIMUM BILL (Continued)

annually, while this memorandum of agreement is applicable and in force, at least the minimum charge specified in item 2 of Rate Schedule SR, or its lawful successors. This agreement on the part of the Customer shall constitute a guarantee by the Customer to the Company of a minimum annual revenue as determined by the provisions of Rate Schedule SR or its lawful successors, in the event that the current delivered to and used by the Customer during each year that this memorandum of agreement is applicable and in force should at the rate herein amount to less than such minimum annual guarantee. And at the end of each twelve month period, if the current delivered to and used by the Customer during each year that this memorandum of agreement is applicable and in force should at the rate herein amount to less than such minimum annual guarantee, the Customer agrees to pay such difference to the Company immediately upon demand.

3. This agreement shall not be binding upon the Company until it has been approved in writing endorsed hereon by an officer of the Company, after having been duly signed by the Customer. All previous communications between the parties hereto, whether oral or written, with reference to the subject matter of this agreement, are hereby abrogated and merged into this agreement, and no modification hereof shall be binding unless it shall be in writing, duly accepted by the Customer and approved by an officer of the Company. This agreement shall not be assigned by the Customer without the written consent of the Company.

Attest:

GULF POWER COMPANY

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Vice-President

WITNESS AS TO CUSTOMER:

By \_\_\_\_\_

\_\_\_\_\_  
Customer

By \_\_\_\_\_

\_\_\_\_\_  
Official Capacity