

**Gulf Power Company
Community Solar Customer Five-Year Participation Agreement**

Form 29

This Agreement is made by and between Gulf Power Company, (“Gulf Power” or the “Company”) and _____ (the “Customer”). The Company and the Customer are collectively referred to as the “Parties.”

WHEREAS, the Customer currently receives electric service from the Company pursuant to Gulf Power’s Rate Schedule _____ at the following location _____ which has been assigned a Gulf Power Account Number of _____ (the “Service Premises”); and

WHEREAS, the Customer’s actual (or estimated, in the case of insufficient service history) average kilowatt-hour (“kWh”) consumption at the Service Premises for the previous twelve month period is _____; and

WHEREAS, the Customer desires to participate in the Company’s voluntary community solar offering (the “Solar Program”) in accordance with the terms of Rate Rider CS (Community Solar) which has been approved by the Florida Public Service Commission (the “FPSC”) a copy of which is attached to this Agreement and incorporated herein as Exhibit “A”;

The Parties hereby agree as follows:

1. The Customer agrees to participate in the Solar Program for a period of five (5) Annual Periods beginning on the first day of the billing cycle in which the Customer’s first Annual Subscription Fee (as defined below) is paid, (the “Term”) subject to the terms and conditions contained in the Rate Rider and this Agreement. For purposes of this Agreement an “Annual Period” means any one of a succession of consecutive three hundred sixty five (365) day periods (or a three hundred sixty six (366) day period in the case of a leap year).
2. The Customer agrees to purchase a total of _____ subscription(s) during each Annual Period of the Term, which subscriptions shall not exceed 100 percent of actual (or estimated, in the case of insufficient service history) average kWh consumption at the Service Premises for the previous twelve (12) month period.
3. The Customer agrees to pay the Company an annual subscription fee of \$ _____ (\$89.00 multiplied by the number of subscriptions purchased) throughout the Term in exchange for their right to participate in the Solar Program (“Annual Subscription Fee”). The first Annual Subscription Fee will appear as a line item on the Customer’s monthly electric service billing statement in the month following the first month of the Customer’s enrollment in the Solar Program and will be due and payable to the Company on or before the date specified on the billing statement. Subsequent Annual Subscription Fees will automatically appear as line items on billing statements rendered to the Customer during the second through fifth Annual Periods of

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the Term. The Customer's aggregate monetary obligation to Gulf Power under this Agreement totals _____ (Annual Subscription Fee multiplied by five (5)).

4. In the event the Customer fails to pay an Annual Subscription Fee by the date specified in a billing statement, the Company reserves the right to terminate the Customer's participation in the Solar Program. Termination of the Customer's right to participate in the Solar Program will in no way impact the Customer's right to receive, or the Company's obligation to provide, electric service to the Customer pursuant to the Company's Tariff for Retail Electric Service.

5. In the event that the Customer transfers their electric service to a different location within Gulf Power's service area, the Customer's Solar Program subscription will be transferred to the new service location. The Customer shall not be permitted to transfer or assign their subscription to third parties.

6. If, for any reason, the Customer moves to a location outside of Gulf Power's service area and discontinues electric service with Gulf Power as a result, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term. However, the Customer shall not be entitled to a refund for Annual Subscription Fees which have previously been paid to the Company.

7. In the event that the Solar Program is discontinued or modified by the Florida Public Service Commission, Gulf Power reserves the right to terminate this Agreement. In such case, the Customer shall be released from any obligation to pay Gulf Power for Annual Subscription Fees which have yet to be billed to the Customer during the Term.

8. Unless otherwise provided in this Agreement, the Customer's obligation to pay the Annual Subscription Fee for each Annual Period during the Term is not subject to termination or cancellation by the Customer.

9. Any and all Renewable Energy Credits ("RECs"), associated with the Customer's subscription to the Solar Program will be retired by the Company on behalf of the Customer. For purposes of this Agreement the term RECs means any and all credits, including any emissions reduction credits, such as CO2 emission reduction credits, for renewable energy generated by the solar facilities that could qualify or do qualify for application toward compliance with any local, state or federal energy portfolio standard, green pricing program or other renewable energy or environmental mandate or objective. By way of example, if the actual output of the solar facilities associated with the Solar Program totals 2,100,000 kWh in a given Annual Period, the maximum number of subscriptions to the Program is 3,000 and the Customer has secured 10 subscriptions, the Company would retire RECs equivalent to 7,000 kWh for that particular customer.

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10. This Agreement does not convey to the Customer any right, title or interest in or to any portion of the property comprising the solar facilities constructed pursuant to the Solar Program. Such facilities will be owned, operated, controlled and maintained exclusively by the Company and any tax credits or other tax benefits associated with the construction and/or ownership of such facilities will belong solely to the Company.

11. Due to the cost to construct the solar facilities, the Customer and other participants in the Solar Program will be paying a monetary premium during the Term as compared to non-participants. Bill credits issued to the Customer pursuant to the Solar Program are not intended, or expected, to fully offset subscription fees paid by the Customer.

12. This Agreement constitutes the entire agreement between the Parties with respect to the Customer's participation in the Solar Program and supersedes all previous proposals, whether oral or written, and all other communications between the Parties. This Agreement is not intended to alter or modify any rate, charge, term or condition of electric service provided by the Company to the Customer. The Customer will continue to be billed for all of their electricity consumption at the applicable retail rate and will see the bill credits for solar facility production as dollars that offset their total bills.

13. This Agreement shall be governed by the laws of the State of Florida, including applicable regulations of the Florida Public Service Commission and the Company's Tariff for Retail Electric Service.

Customer:

Gulf Power Company

Customer Signature

Representative of Gulf Power

Customer Printed Name

Printed Name

Customer Account Number