

1. Eligibility:

Tampa Electric Company's ("TEC") Commercial Cooling Program offers rebates to any new or existing commercial/industrial customer within Tampa Electric's service area, who installs a qualified cooling system.

2. Qualifications:

Minimum qualifying efficiency ratings are as follows:

- Electric Package Terminal Air Conditioners (PTAC) ($\geq 7,000$ Btu/h and $\leq 15,000$ Btu/h) – EER 11.5
- Electric Unitary Air Conditioners ($< 65,000$ Btu/h) – EER 11.5
- Electric Unitary Air Conditioners ($\geq 65,000$ Btu/h and $< 240,000$ Btu/h) – EER 10.5
- Electric Unitary Air Conditioners ($\geq 240,000$ Btu/h and $< 760,000$ Btu/h) – EER 10.5

3. Rebate Amounts:

- Package Terminal Air Conditioner (PTAC) - \$37.00 per ton of cooling
- Direct Expansion Air Conditioner (DX) - \$50.00 per ton of cooling

4. Application and Worksheets:

TEC will review all applications and accompanying worksheets for eligibility. If any proposed project does not meet program requirements, TEC will notify the Customer specifying the basis for rejection of the application within 5 business days.

5. Final Verification and Rebate Payment:

When the installation is complete, the Customer must notify TEC and submit paid original invoices or receipts (or direct photocopies) specifying the cooling system installed and the installation costs. TEC may schedule and conduct a post-installation verification prior to payment of rebate.

The actual rebate amount will be determined based on the verification, and may vary from the original estimate. All project installations must be completed within 12 calendar months of being pre-approved.

6. Tax Liability and Credits:

TEC is not responsible for any taxes which may be imposed on the Customer's business as a result of the project installed under this program. The Customer's tax adviser should be consulted regarding the tax liability of the rebate and the availability of any tax credits.

7. Resolution of Differences:

In the course of this program disputes may arise regarding Customer's eligibility, energy-saving potential of proposed projects, rebate amounts, or other issues. In the event of such dispute the Customer may submit data to TEC in support of their position for review. TEC will review such data and will make a final determination.

8. Forwarding of documents:

For communication with this program, it is preferred to send all documents and correspondence to the following email address: comconreg@tecoenergy.com. If the Customer cannot email the documentation, the next preferred method would be to fax all documentation and correspondence to the following fax number: (813) 275-3501. If email or fax is not available, mail all documents and correspondence to the following address: Tampa Electric Company, c/o Energy Management Services, P.O. Box 111, Tampa, FL 33601.

9. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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CUSTOMER STATES THAT, BEFORE SIGNING THIS APPLICATION, HE OR SHE HAS READ BOTH SIDES OF THIS DOCUMENT AND UNDERSTANDS ALL TERMS AND CONDITIONS INCLUDING, WITHOUT LIMITATION, THIS PARAGRAPH 9 ENTITLED "DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY".