

REDACTED

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TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST: TEC-62-07
REQUEST NO. 1
PAGE 1 OF 1
FILED: OCTOBER 28, 2008

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The two federal acts listed below have created additional bonus depreciation for new construction

- 2002 Job Creation and Worker Assistance Act
- 2003 Jobs and Growth Tax Relief Reconciliation Act

1. Please provide an incremental calculation of TEC accumulated deferred tax balance for the years 2001 – 2007 resulting from the bonus depreciation allowed by the two federal acts based on completed construction for the indicated years.

Please complete the following table for Federal and State Def. Tax balances

Year	Def. Tax Balance W/O Bonus Depreciation	Def. Tax Balance W/ Bonus Depreciation	Incremental Def. Tax Balance from Bonus Dep.
2001			
2002			
2003			
2004			
2005			
2006			
2007			

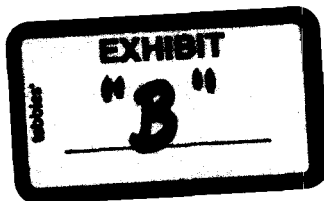
- A. Tampa Electric Company elected to take bonus depreciation for the following tax years with the following incremental effects of tax depreciation:

Year	Bonus %	Bonus Depreciation
2002	30% Bonus	
2003	30% & 50% Bonus	
2004	30% & 50% Bonus	
2008	50% Bonus	

The bonus depreciation listed above can be found on the tax returns provided in audit request number TEC-04-07 on Form 4562 Part II line 14.

Bonus depreciation increases the book and tax temporary difference, increasing the amount of accumulated deferred income taxes treated as zero cost capital in the capital structure. The incremental deferred tax balance due to claiming bonus depreciation for the years above is the amount of bonus depreciation times the statutory income tax rate.

COM _____
 ECR _____
 GCL _____
 OPC _____
 RCP 1
 SSC _____
 SGA _____
 ADM _____
 CLK _____



DOCUMENT NUMBER-DATE

10838 NOV 20 08

TPSC-COMMISSION CLERK

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Date	Meeting	Comments
01/20/1999	Regular Directors Meeting	
03/10/1999	Consent Directors Meeting	No issues noted
04/21/1999	Regular Directors Meeting	No issues noted
06/01/1999	Consent Directors Meeting	No issues noted
07/21/1999	Regular Directors Meeting	Approved \$60 million generator expansion project for Polk County Approved additional 75MW capacity purchase from Hardee Power
october		
01/19/2000	Regular Directors Meeting	
04/19/2000	Regular Directors Meeting	No issues noted
07/19/2000	Regular Directors Meeting	Approved \$81 million purchase of 7 th combustion turbine at Gannon
10/18/2000	Regular Directors Meeting	No issues noted
01/18/2001	Regular Directors Meeting	Reduced number of directors from 12 to 11 Authorized issuance of up to \$400 million of medium term notes Authorized Syndicated credit lines up to \$300 million
04/18/2001	Regular Directors Meeting	Authorized the contribution of transmission assets and debt to GridFlorida (RTO) Pledged \$50 million in guarantees to support the RTO financing start-up cost Approved conversion of Gannon 3&4 to combined-cycle natural gas \$505 million
07/18/2001	Regular Directors Meeting	Increased number of directors from 11 to 12
10/17/2001	Regular Directors Meeting	
01/16/2002	Regular Directors Meeting	Authorized issuance of up to \$700 million in additional long-term notes
04/17/2002	Regular Directors Meeting	No issues noted
07/17/2002	Regular Directors Meeting	
09/23/2002	Special Directors Meeting	
10/16/2002	Regular Directors Meeting	
01/28/2003	Regular Directors Meeting	
03/28/2003	Consent Directors Meeting	Authorized issuance of up to \$250 million in promissory notes
04/07/2003	Directors Meeting	Authorized \$100 million distribution to TECO Energy as return of capital
04/21/2003	Regular Directors Meeting	Establishes "Code of Conduct" between TECO Energy and TECO Electric
07/22/2003	Directors Meeting	No issues noted
08/27/2003	Directors Meeting	Reorganization of the company officers
10/29/2003	Regular Directors Meeting	No issues noted
01/27/2004	Regular Directors Meeting	Authorized to early redemption of \$75 million in mortgage bonds (dividends) Authorized the issuance of \$100 million in new long-term notes
03/19/2004	Consent Directors Meeting	Authorized to early redemption of \$75 million in mortgage bonds (dividends)
04/27/2004	Regular Directors Meeting	No issues noted
07/06/2004	Directors Meeting	Reduced number of directors from 12 to 10
07/28/2004	Regular Directors Meeting	No issues noted
10/15/2004	Consent Directors Meeting	No issues noted
10/22/2004	Directors Meeting	Authorize and approved catalytic reduction system at Big Bend for \$331.5 million over six-year period
11/17/2004	Directors Meeting	Increased number of directors from 10 to 11
12/07/2004	Directors Meeting	Authorizes creation of TEC Receivables Corp. contributes up to \$150 million in funding
01/26/2005	Directors Meeting	
04/27/2005	Directors Meeting	Approve long-term gas transportation contract with Gulfstream Natural Gas Approve construction of 28-mile 20-inch NG pipeline paid for by Gulfstream NG
06/10/2005	Directors Meeting	No issues noted
07/27/2005	Directors Meeting	

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REGULAR DIRECTORS' MEETING, APRIL 18, 2001 8p1

A Regular Meeting of the Board of Directors of Tampa Electric Company was held at 702 North Franklin Street, Tampa, Florida, at 9:00 in the morning pursuant to notice duly given, a copy of which is filed with the minutes of this meeting.

There were present:

C. D. Ausley
S. L. Baldwin
H. L. Culbreath
R. D. Fagan

J. L. Ferman, Jr.
L. Guinot, Jr.
T. L. Rankin
W. D. Rockford

W. P. Sovey
J. T. Touchton
J. A. Urquhart
J. O. Welch, Jr.

being the entire Board.

R. D. Fagan, Chairman of the Board, presided.

C. D. Ausley acted as Secretary Pro Tempore.

The Board was informed that consideration should be given to the election of a Senior Vice President-Finance.

After consideration and discussion, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that G. L. Gillette is hereby elected Senior Vice President-Finance and Chief Financial Officer, effective immediately, to serve until his successor shall be elected and shall duly qualify.

J. A. Urquhart, Chairman of the Finance Committee, reported that the Committee met on March 27, 2001 at which time the Committee recommended that the Board approve the Company's participation in the proposed regional transmission organization and the Company's proposed expansion of Bayside Power Station. He informed the Board that a full report on each of these matters would be provided by J. B. Ramil, President of the Company, later in the meeting.


Secretary Pro Tempore

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At this point, R. K. Bustace, Senior Vice President-Business Development of TECO Energy, Inc., G. L. Gillette, Senior Vice President-Finance and Chief Financial Officer, S. M. McDevitt, General Counsel, and D. B. Schwartz, Secretary, entered the meeting. Mr. Schwartz began keeping the minutes of the meeting when he entered.

The Chairman reported that there had been previously submitted to each Director copies of the minutes of the meetings of the Board of Directors held on January 18, 2001 and January 19, 2001. The Board thereupon approved the minutes of said meetings as submitted.

The Senior Vice President-Finance delivered a financial report on the Company. Prior to the completion of this report, W. N. Cantrell, President of Peoples Gas System, R. Lehfeldt, Senior Vice President-External Affairs of TECO Energy, Inc., R. E. Ludwig, President of TECO Power Services Corporation, J. B. Ramil, President, and D. J. Rankin, President of TECO Transport Corporation, entered the meeting.

The Board then took up the question of declaring dividends on the Common Stock of the Company.

After duly considering the financial condition of the Company, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that a dividend of \$37,549,552.63 be and hereby is declared on the Common Stock of this Company, without par value, payable May 15, 2001 to the shareholder of record at the close of business on May 1, 2001.

The President then reported on the Company's proposed participation in a regional transmission organization.

After consideration and discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that each of the officers of the Company is hereby authorized on behalf of the Company to (a) cause the contribution of Tampa Electric's transmission and transmission-related assets to GridFlorida LLC (the "RTO") in exchange for a non-voting membership interest in the RTO based on the net book value of assets contributed less associated debt contributed and (b) enter into additional agreements with the RTO to assist it in maintaining the assets previously owned by Tampa Electric; and further

RESOLVED, that the issuance of guarantees or letters of credit by the Company in an amount aggregating up to \$50 million to support the RTO's financing of its start-up costs is hereby approved; and further

RESOLVED, that each of the officers of the Company is hereby authorized to execute and deliver any and all documents and take such other actions as such officer may deem necessary or desirable to allow the RTO to achieve full operation or to otherwise carry out the intent of the foregoing resolutions.

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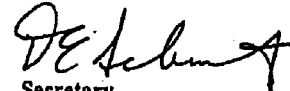
The Chairman then stated that it was now in order to adjourn the meeting to reconvene at a later hour.

Whereupon, on motion duly made and seconded, it was unanimously:

RESOLVED, to adjourn and to reconvene at the same place in the afternoon, this same date.

A true record.

Attest:


Secretary



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ADJOURNED DIRECTORS' MEETING, APRIL 22, 2003

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Pursuant to the adjournment the previous day, the Directors' Meeting of Tampa Electric Company reconvened at 702 North Franklin Street, Tampa, Florida at 1:30 p.m.

There were present:

S. L. Baldwin	I. D. Hall	W. P. Sovey
J. L. Ferman, Jr.	S. W. Hudson	J. T. Touchton
R. D. Fagan	T. L. Rankin	J. A. Urquhart
L. Guinot, Jr.	W. D. Rockford	J. O. Welch, Jr.

being a quorum of the Board.

R. D. Fagan, Chairman of the Board, presided.

D. E. Schwartz, Secretary, kept the minutes of the meeting.

J. B. Ramil, President, and S. M. McDevitt, General Counsel, were also present.

The Board considered the Finance Committee for the ensuing year.

After consideration and discussion, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the number of members of the Finance Committee is hereby fixed at six, and the following persons are hereby elected members of the Finance Committee to serve for the ensuing year and until their successors shall be elected and shall qualify:

I. D. Hall, Chairman	S. W. Hudson
C. D. Ausley	T. L. Rankin
R. D. Fagan	W. D. Rockford

Inasmuch as this was the first meeting of the Board after its annual election by the Company's sole shareholder, the meeting proceeded to the election of officers of the Company and its Tampa Electric and Peoples Gas System Divisions to serve for the ensuing year.

After consideration and discussion, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the following persons are hereby elected to the offices set forth opposite their respective names to serve until their successors shall be elected and shall qualify:

R. D. Fagan	Chairman of the Board and Chief Executive Officer
J. B. Ramil	President
W. N. Cantrell	President-Peoples Gas System

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RESOLVED, that each of the officers is hereby authorized to execute and deliver such documents and to take such actions as such officer may deem necessary or desirable in order to carry out the intent of the foregoing resolutions.

There being no further business to come before the meeting, the meeting was adjourned.

A true record.

Attest:



Secretary



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G. L. Gillette	Senior Vice President-Finance and Chief Financial Officer
P. L. Barringer	Vice President-Controller (Principal Accounting Officer) and Assistant Secretary
C. E. Childress	Vice President-Human Resources
W. W. Hopkins	Vice President-Corporate Communications
S. W. Callahan	Treasurer and Assistant Secretary
S. M. McDevitt	General Counsel
D. E. Schwartz	Secretary
S. A. Myers	Tax Officer
C. R. Black	Vice President-Energy Supply, Engineering and Construction, Tampa Electric Division
M. N. Dominguez	Vice President-Chief Information Officer, Tampa Electric Division
T. L. Hernandez	Vice President-Energy Delivery, Tampa Electric Division
H. W. Smith	Vice President-Energy Supply, Trading and Services, Tampa Electric Division
W. T. Whale	Vice President-Energy Supply, Operations, Tampa Electric Division
K. M. Mincey	Assistant Vice President-Information Technology
M. J. Pennino	Vice President-Operations, Peoples Gas System Division
F. J. Sivard	Vice President-Accounting and Regulatory, Peoples Gas System Division

The Board then reviewed proposed resolutions which reflected its discussions the previous day regarding the independence of the Company.



After consideration and discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that this Board hereby approves and confirms its existing policy regarding distributions to the Company's common shareholder, which reads as follows:

So long as the Company meets the financial requirements to maintain an investment grade rating with Moody's Investors Service and Standard & Poor's (or their equivalent successors):

1. The Board may dividend 100 percent of net income to the shareholder on a quarterly basis; and
2. On a quarterly basis (or more often if appropriate), the Board may consider other distributions to the shareholder.

AND FURTHER RESOLVED, that this Board hereby approves the establishment of a Tampa Electric Company Code of Conduct that confirms the Company's structural separateness from its parent and other affiliates through, among other things, (i) arms-length taxsharing and service agreements, (ii) arrangements for avoiding commingling of cash and other assets; and (iii) confirming the fiduciary duties of common officers; and further

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REGULAR DIRECTORS' MEETING, JANUARY 27, 2004 8p1

A meeting of the Board of Directors of Tampa Electric Company was held at 702 North Franklin Street, Tampa, Florida, at 8:30 a.m. pursuant to notice duly given, a copy of which is filed with the minutes of this meeting.

There were present:

C. D. Ausley	L. Guinot, Jr.	W. D. Rockford
S. L. Baldwin	I. D. Hall	W. P. Sovey
R. D. Fagan	S. W. Hudson	J. T. Touchton
J. L. Ferman, Jr.	T. L. Rankin	J. A. Urquhart

being a quorum of the Board.


R. D. Fagan, Chairman of the Board, presided.

W. D. Rockford served as Secretary Pro Tempore.

The Board was advised that J. A. Urquhart will be retiring from the Board of Directors on April 28, 2004.

After consideration and discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that, pursuant to Section 3.2 of Article III of the Bylaws of the Company, the number of Directors of the Company be fixed at 12 effective upon the conclusion of J. A. Urquhart's term as a Director on April 28, 2004.


Secretary Pro Tempore



At this point, C. R. Black, Senior Vice President-Generation, W. N. Cantrell, President, C. E. Childress, Senior Vice President-Human Resources Officer, G. L. Gillette, Senior Vice President-Finance, R. Lohfeldt, Senior Vice President-External Affairs of TECO Energy, Inc., S. M. McDevitt, General Counsel, J. B. Ramil, Executive Vice President and Chief Operating Officer of TECO Energy, Inc., D. J. Rankin, President of TECO Transport

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Corporation, D. E. Schwartz, Secretary, and J. J. Shackelford, President of TECO Coal Corporation, entered the meeting. Mr. Schwartz began keeping the minutes of the meeting when he entered.

The Chairman reported that there had been included in the materials submitted to each Director prior to the meeting (the "Board Book") copies of the minutes of the meeting of the Board of Directors held on October 29, 2003. The Board thereupon approved the minutes of said meeting as submitted.

Mr. Gillette reported on the financial results for the Company, as part of a financial report on TECO Energy, Inc., which was discussed by the Directors and management.

Mr. Gillette then referred the Board to the information in the Board Book which (i) described the limit on the Company's dividends or distribution on its common stock imposed by the indenture for the \$75 million of 7.75% First Mortgage Bonds that are outstanding (the "Bonds"), (ii) indicated that management planned to recommend refinancing these bonds, in the normal course, in order to achieve interest savings and now recommends that this refinancing be accelerated to remove this limitation on the Company's ability to pay dividends and (iii) requested approval for the defeasance and/or redemption of the Bonds and the issuance of up to \$100 million of debt on terms to be approved by the Finance Committee.

After consideration and discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

RESOLVED, that the defeasance and redemption of the Corporation's \$75,000,000 aggregate principal amount of 7.75% First Mortgage Bonds due November 1, 2022 (the "Mortgage Bonds") is each hereby authorized, and that each of the officers of the Corporation is hereby authorized, at such time as determined by such officers, to take or cause to be taken such further actions and to execute and deliver or cause to be executed and delivered such further agreements, documents, certificates and undertakings and to incur all such fees and expenses as such officer considers necessary or advisable to cause the Mortgage Bonds to be defeased or redeemed in accordance with the Corporation's Trust Indenture dated as of August 1, 1946, as supplemented and amended; and further

RESOLVED, that the Corporation is hereby authorized to issue and sell from time to time hereafter up to \$100,000,000 aggregate principal amount of notes with maturities of 40 years or less ("Notes"), which Notes may be an issuance of additional Notes of a series of Notes previously issued by the Corporation, at such purchase prices, with such maturity dates, redemption and tender provisions and covenants, bearing interest at such fixed or variable rates and upon such other terms and conditions as the Finance Committee may approve, the actions of such committee with respect to the issue and sale of the Notes to constitute actions by the Board of Directors for all purposes; and further

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RESOLVED, that each of the Chief Executive Officer, Chief Financial Officer and Treasurer ("Authorized Officers") is hereby authorized to execute and deliver on behalf of the Corporation a trust indenture (the "Indenture"), and any amendments and supplements thereto or to an existing indenture under which the Notes may be issued, for the benefit of holders of Notes with such trustee or trustees and upon such terms and conditions as any one of such officers may approve, the execution thereof by such officer to be conclusive evidence of approval hereunder, and each of the officers of the Corporation is hereby authorized to take any action such officer considers necessary or advisable to qualify the Indenture and any supplements under the Trust Indenture Act of 1939, as amended; and further

RESOLVED, that each Authorized Officer is hereby authorized to execute, manually or by facsimile, and deliver on behalf of the Corporation the Notes in the form provided in the Indenture or other document governing their issuance or otherwise in such forms as any one of such officers may approve, the execution thereof by such officer to be conclusive evidence of approval hereunder; and further

RESOLVED, that each Authorized Officer is hereby authorized to execute and deliver on behalf of the Corporation one or more agreements with underwriters, purchasers or agents providing for the sale to or through underwriters, directly to purchasers or through agents of some or all of the Notes, such agreement or agreements to provide for compensation to such underwriters, purchasers or agents in the form of commissions, discounts from the public offering price or other fees in an amount approved by the Finance Committee and to contain such other terms and conditions as may be approved by such officer, the execution thereof by such officer to be conclusive evidence of approval hereunder; and further

RESOLVED, that the officers of the Corporation are authorized to determine the states in which the Notes shall be qualified or registered for sale; such officers are hereby authorized to perform on behalf of the Corporation any and all such acts as they may deem necessary or advisable in order to comply with the applicable laws of any such states, and in connection therewith to execute and file all such documents, including without limitation, applications, reports, surety bonds, irrevocable consents and appointments of attorneys for service of process as such officers consider necessary or advisable; and the execution by any such officer of any such document or the doing by any one of them of any act in connection with the foregoing matters shall conclusively establish such officer's authority therefor and the approval hereunder of the documents so executed and the action so taken; and further

RESOLVED, that if in any such state a prescribed form of preamble, resolution or resolutions of the Board of Directors is required for an application or other instrument filed for the purpose of such registration or qualification, or exemption therefrom, each such preamble or resolution shall hereby be deemed adopted on the date hereof and may be so certified by the Secretary or any Assistant Secretary, and that copies of all such preambles and resolutions shall be filed with the minutes of this meeting; and further

RESOLVED, that the appointment of The Depository Trust Company ("DTC") as securities depository for the Notes is hereby approved and such resolutions, if any, as DTC may require for appointment shall hereby be deemed adopted on the date hereof and may be so certified by the Secretary or any Assistant Secretary, and that copies of all such resolutions shall be filed with the minutes of this meeting; and that the officers of the Corporation are each hereby authorized to execute and deliver on behalf of the Corporation an agreement with DTC relating to the procedures to be followed by DTC as securities depository in such form as such officer may approve, such officer's execution thereof to be conclusive evidence of approval hereunder; and further

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8-19-11

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TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008

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RESOLVED, that the Finance Committee and the officers of the Corporation are hereby authorized to take or cause to be taken such further actions and to execute and deliver or cause to be executed and delivered such further agreements, documents, certificates and undertakings and to incur all such fees and expenses as they consider necessary or advisable to implement the foregoing resolutions.

There was then submitted the matter of authorizing the preparation and filing with the Securities and Exchange Commission of an Annual Report on Form 10-K pursuant to the Securities Exchange Act of 1934, as amended, and the designation of individuals as duly authorized attorneys pursuant to a Power of Attorney presented at the meeting to execute the Annual Report on Form 10-K on behalf of certain officers of the Company.

After consideration and discussion, on motion duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, that the preparation and filing with the Securities and Exchange Commission of the Annual Report on Form 10-K for the year ended December 31, 2003 pursuant to the Securities Exchange Act of 1934, as amended, including any amendments thereto and containing the information required by such form and any additional information as the officers of the Company, with the advice of counsel, deem necessary, advisable or appropriate (the "10-K"),

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are hereby authorized and approved; that the Chief Executive Officer, the President and any Vice President of the Company be, and each of them acting singly hereby is, authorized for and in the name and on behalf of the Company to execute the 10-K and cause it to be filed with the Securities and Exchange Commission; and that the officers referred to above be, and each of them hereby is, authorized to execute the 10-K through or by R. D. Fagan, G. L. Gillette or D. E. Schwartz, or any of them, as duly authorized attorneys pursuant to a Power of Attorney in such form as shall be approved by the Company's general counsel.

There being no further business to come before the meeting, the meeting was adjourned.

A true record.

Attest:



Secretary



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TAMPA ELECTRIC COMPANY
ACTION BY CONSENT IN LIEU OF
DIRECTORS' MEETING

MARCH 19, 2004. 8/1

The undersigned, being all of the Directors of Tampa Electric Company, do hereby consent to the adoption of the following resolutions, and they are hereby adopted with the same force and effect as if regularly presented and adopted at a duly constituted meeting of the Board of Directors of the Company:

PBC

RESOLVED, that a dividend of \$32,681,084.44 be and hereby is declared on the Common Stock of this Company, without par value, payable March 26, 2004 to the shareholder of record as of March 25, 2004; and

WHEREAS, the Company has previously authorized the appointment of U.S. Bank National Association as successor trustee to State Street Bank and Trust Company under the Company's Trust Indenture dated as of August 1, 1946, as supplemented and amended (the "Indenture") and the redemption or earlier defeasance of the Company's \$75,000,000 aggregate principal amount of 7.75% First Mortgage Bonds due November 1, 2022 (the "Bonds"), being the only bonds heretofore issued under the Indenture and not yet redeemed or paid;

NOW, THEREFORE, BE IT RESOLVED, that the each of the Chief Executive Officer, President, Chief Financial Officer and Treasurer (the "Authorized Officers") is hereby authorized to execute and deliver on behalf of the Corporation one or more supplemental indentures amending the Indenture in order to (1) perfect the lien of the Indenture on any properties of the Company, (2) update the provisions of the Indenture relating to the qualifications of entities authorized to act as trustee and the succession of trustees, (3) retain, until further action of the Company, the lien of the Indenture after the redemption or earlier defeasance of the Bonds and direct the trustee not to discharge the lien of the Indenture, and (4) simplify the procedures for the release of property and cash under the Indenture and suspend certain covenants of the Company and other requirements of the Indenture during any period when no bonds are outstanding under the Indenture, all upon such terms and conditions as any one of the Authorized Officers may approve, the

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execution thereof by such officer to be conclusive evidence of approval hereunder,
and further

RESOLVED, that each of the officers of the Company is hereby authorized
to take or cause to be taken such further actions and to execute and deliver or cause
to be executed and delivered such further agreements, documents, certificates and
undertakings and to incur all such fees and expenses as such officer considers
necessary or advisable to implement the foregoing resolution.

Dated: March 19, 2004


C. D. Aulley

I. D. Hall

J. T. Touchton

S. L. Baldwin

S. W. Hudson

J. A. Diquhart

R. D. Fagan

T. L. Rankin

J. O. Welch, Jr.

M. Penniman, Jr.

W. D. Robinson



L. G. King, Jr.

W. F. S. Gray

Filed in the records of the Company of _____ 2004

By: _____
D. E. Schwartz
Secretary

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TAMPA ELECTRIC COMPANY

MAR-22-2004 10:21

96%

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TOTAL P. 04
P. 03

DIRECTORS' MEETING, DECEMBER 7, 2004 8 p 1

A meeting of the Board of Directors of Tampa Electric Company was held at 702 North Franklin Street, Tampa, Florida, at 9:00 a.m. pursuant to notice duly given, a copy of which is filed with the minutes of this meeting.

There were present:

C. D. Ausley	S. W. Hudson	J. T. Touchton
S. L. Baldwin	T. L. Rankin	J. O. Welch, Jr.
J. L. Ferman, Jr.	W. D. Rockford	P. L. Whiting
L. Guinot, Jr.	W. P. Sovey	

being the entire Board.

S. W. Hudson, Chairman of the Board, presided.

D. E. Schwartz, Secretary, kept the minutes of the meeting.

C. R. Black, President, W. N. Cantrell, President of Peoples Gas System, C. E. Childress, Chief Human Resources Officer, G. L. Gillette, Chief Financial Officer, S. Litrico, President of TECO Transport Corporation, S. M. McDevitt, General Counsel, J. B. Ramil, President and Chief Operating Officer of TECO Energy, Inc., and J. L. Sena, Vice President-Federal Affairs of TECO Energy, Inc., were also present.

Mr. Hudson called the meeting to order and reported that there had been previously submitted to each Director copies of the minutes of the meetings of the Board of Directors held on October 22, 2004 and November 17, 2004. The Board thereupon approved the minutes of said meetings as submitted.

Messrs. Ramil and Black presented a report on post-hurricane-season customer feedback and addressed questions from the Board.

Mr. Ramil then introduced Ms. Sena, and she presented a report on the 2004 federal election which highlighted the new administration agenda and identified key legislative issues and priorities for the Company. She also provided information on TECO Energy, Inc.'s political action committee and those of other utility companies. Throughout and following Ms. Sena's presentation, there was discussion in which questions from the Directors were addressed.

Mr. Gillette then reported on the proposed accounts receivable financing facility which had been described in the materials provided to each Director prior to the meeting. Messrs. Gillette and Rankin confirmed that the proposed

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transaction involving this facility had been reviewed the previous day by the Finance Committee, which was recommending such transaction to the Board. A discussion ensued in which questions from the Directors were addressed.

After consideration and discussion, on motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, there has been presented to the Board of Directors of the Company a description of an accounts receivable financing program and credit facility whereby, among other things, the Company will enter into a Purchase and Contribution Agreement (the "Purchase Agreement") between the Company and TEC Receivables Corp., a wholly-owned subsidiary of the Company ("TRC"), pursuant to which the Company will sell and/or contribute to TRC, all of its rights with respect to all receivables for the sale of electricity or gas and related rights (collectively, the "Receivables") entered into with its customers with the exception of certain receivables and related rights and assets referred to in the Purchase Agreement as "Excluded Assets" (such term used herein as so defined) and will assign to TRC the deposit accounts into which the proceeds of such Receivables are paid; and

WHEREAS, there has been described to the Board drafts of recent date of (i) the Purchase Agreement to evidence the terms under which the Company will sell the Receivables and other assets to TRC and the terms under which TRC may acquire such assets and (ii) a Loan and Servicing Agreement (the "Loan Agreement"), among the Company as Servicer, TRC as the Borrower, certain lenders to be named therein, and Citicorp North America, Inc. as the Program Agent pursuant to which, among other things, TRC will borrow up to \$150,000,000 to fund its acquisition of the Receivables under the Purchase Agreement and secure such borrowings with a pledge of all of its assets including the Receivables assigned to it and the deposit accounts into which the proceeds of such Receivables are paid and under which the Company will act as Servicer to service the collection of the Receivables; and

WHEREAS, the Board of Directors has determined that the advantages and other consideration to be received by the Company by virtue of the foregoing arrangements constitutes fair value to the Company for the capital contributions and sales transactions under the Purchase Agreement and that it is in the best interests of the Company to enter into the foregoing agreements;

NOW, THEREFORE, BE IT RESOLVED, that the transactions contemplated by the Purchase Agreement and the Loan Agreement are hereby approved, and that each of the Chief Executive Officer, the Chief Financial Officer or the Treasurer (each an "Authorized Officer") is hereby authorized to execute and deliver the Purchase Agreement and the Loan Agreement on behalf of the Company each in such form and upon such terms and conditions as such Authorized Officer may determine, including any changes as are approved by any such Authorized Officer, the execution thereof by such Authorized Officer to be conclusive evidence of approval hereunder, and further

RESOLVED, that the formation of TRC as a wholly-owned subsidiary of the Company in order to purchase Receivables from the Company in accordance with the Purchase Agreement and to borrow funds for such purpose in accordance with the Loan Agreement is hereby approved, and that each of the officers of the Company is hereby authorized to act on behalf of the Company as sole shareholder of TRC to take all actions as such officer considers necessary or advisable to establish TRC, appoint its directors and give such other approvals as may be required of the sole shareholder

TRC

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CONFIDENTIAL

- 3 -

of TRC in order to effect the transactions contemplated by the Purchase Agreement and the Loan Agreement, and further

RESOLVED, that each of the officers of the Company is hereby authorized to take or cause to be taken such further actions and to execute and deliver or cause to be executed and delivered such further agreements, documents, certificates, and undertakings and to incur all such fees and expenses as such officer considers necessary or advisable to implement the foregoing resolutions.

There being no further business to come before the meeting, the meeting was adjourned.

A true record.

Attest:



Secretary



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BATES STAMPED PAGES

22 THROUGH 29

ARE REDACTED

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_____ TAMPA ELECTRIC COMPANY _____
 _____ Petition for Rate Relief _____
 _____ Docket# 080317-EI ACF 08-234-2-1 _____
 _____ *Doc Request* _____ *10/08* _____
 _____ Historical Tax Year Ending December 31, 2007 _____

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TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST: TEC-62-07
REQUEST NO. 1
PAGE 1 OF 1
FILED: OCTOBER 28, 2008

The two federal acts listed below have created additional bonus depreciation for new construction
- 2002 Job Creation and Worker Assistance Act
- 2003 Jobs and Growth Tax Relief Reconciliation Act

1. Please provide an incremental calculation of TEC accumulated deferred tax balance for the years 2001 - 2007 resulting from the bonus depreciation allowed by the two federal acts based on completed construction for the indicated years.

Please complete the following table for Federal and State Def. Tax balances

Year	Def. Tax Balance W/O Bonus Depreciation	Def. Tax Balance W/ Bonus Depreciation	Incremental Def. Tax Balance from Bonus Dep.
2001			
2002			
2003			
2004			
2005			
2006			
2007			

- A. Tampa Electric Company elected to take bonus depreciation for the following tax years with the following incremental effects of tax depreciation:
- | Year | Bonus % | Bonus Depreciation |
|--------|-----------------|--------------------|
| 2002 | 30% Bonus | |
| * 2003 | 30% & 50% Bonus | |
| * 2004 | 30% & 50% Bonus | |
| 2008 | 50% Bonus | |
- ← estimate*

* (The bonus depreciation listed above can be found on the tax returns provided in audit request number TEC-04-07 on Form 4562 Part II line 14.

Bonus depreciation increases the book and tax temporary difference, increasing the amount of accumulated deferred income taxes treated as zero cost capital in the capital structure. The incremental deferred tax balance due to claiming bonus depreciation for the years above is the amount of bonus depreciation times the statutory income tax rate.

** Reconciled to the 2003 & 2004 federal tax return
→ No bonus depreciation for tax years 2005 - 2007 ←
in tax returns*

41 _____
 42 _____ OR# TEC-62-157
 43 _____ SOURCE CONFIDENTIAL *10-6-08*

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Barclays Capital 23/08/02 12:18 PAGE 1/4 RightFAX

Fax

This fax is confidential. If you are not the named recipient, please notify the sender immediately. You must not disclose the contents, use it for any purpose, or take any copies.

To DERIVATIVE CONFIRMATION
Company TAMPA ELECTRIC COMPANY
Fax no. 9-(00)1-813-2284262
Copy
From Global Transaction Documentation
Date Friday, August 23, 2002 11:15:48 AM
No. of pages 04 (including coversheet)
Subject

Barclays Capital
5 The North Colonnade
Canary Wharf
London E14 4BB
Tel +44 20 7823 2323

Tel 44 (20) 77732313
Fax 44 (20) 77736810/683

BARCLAYS



6.375%
due 2012

Barclays Capital - the investment banking division of Barclays Bank PLC.
Registered in England 1028167. Registered office 54 Lombard Street, London EC3P 3AH.
Barclays Bank PLC is regulated by the FSA and member of the London Stock Exchange.

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Barclays Capital 23/08/02 12:15 PAGE 2/4 BRIGHTMAN

Barclays Capital
5 The North Colonnade
Canary Wharf
London E14 4BB

BARCLAYS

Cancellation Of Transaction

To: TAMPA ELECTRIC COMPANY
Attn: DERIVATIVE CONFIRMATION
Fax No: (00)1-813-2284262
Date: August 23, 2002



THIS CANCELLATION AGREEMENT is made on August 21, 2002

BETWEEN

Barclays Bank PLC, 5 North Colonnade, Canary Wharf, London E14 4BB ("Barclays")

AND

Tampa Electric Company ("Counterparty")

WHEREAS Barclays Bank PLC and Counterparty have entered into a certain transaction the parties have agreed to cancel the Transaction upon the following terms:-

Cancellation Date:	August 26, 2002
Cancellation Fee:	USD 5,685,865.40
Payer:	Counterparty
Payee:	Barclays
Payment Date:	August 26, 2002
Account Details:	Correspondent: BARCLAYS BANK PLC NEW YORK FFED: 026002574 Beneficiary: BARCLAYS SWAPS Beneficiary Account: 050-01922-8

1 In consideration of the payment of the Cancellation Fee by The Payer to the Payee on the Payment Date:

Barclays Capital - the investment banking division of Barclays Bank PLC, Registered in England 1026182.
Registered office 54 Leeward Street, London EC3P 3AN. Regulated by the FSA and a member of the London Stock Exchange

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2

1.1 The Transactions are hereby cancelled with effect from the Cancellation Date as between Barclays on the one hand and Counterparty on the other hand so that no further rights or obligations shall arise in relation to either party, except that, any obligation of either party under the Transaction which became due on or before the Cancellation Date shall remain due until paid or discharged; and

1.2 Counterparty hereby releases Barclays from any and all obligations and liability after the Cancellation Date under or in connection with the Transaction; and

1.3 Barclays hereby releases Counterparty from any and all obligations and liability after the Cancellation Date under or in connection with the Transaction.

2 The foregoing is the entire agreement and understanding between the parties with respect to the subject matter hereof.

3 Capitalised terms used herein and not defined in this Cancellation Agreement will have the meanings ascribed to them in the Agreement. Any reference to the singular shall include the plural.

4 This Cancellation Agreement shall be governed by and construed in accordance with English law.

SCHEDULE

Original Ref:	287510B \ 149825
New Ref:	287510B \ 152756
Type of Transaction:	Treasury Lock Confirmation
Trade Date:	June 19, 2002
Valuation Date:	September 3, 2002
Settlement Date:	September 4, 2002
Notional Amount:	USD 100,000,000
Buyer:	Counterparty
Seller:	Barclays
Lock Yield:	4.878 % per annum



Please confirm that the foregoing correctly sets forth all the terms and conditions of our agreement with respect to the Transaction by responding within three (3) Business Days by promptly signing in the space provided below and both (i) faxing the signed copy to Barclays, Swap Operations, Fax +(44) 20-7773-6810/6045, Tel +(44) 20-7773-6901/6904/6965, and (ii) mailing the signed copy to Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London E14 4BB, Attention of Swap Operations. Your failure to respond within such period shall not affect the validity or enforceability of the Transaction as against you. Barclays Bank PLC, New York Branch acted as agent in the Transaction.

Aug 23, 2002

287510D10v6Aug2302

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CONFIDENTIAL 23/08/02 12:10 PAGE 373 REGISTRATION

3

For and on behalf of
BARCLAYS BANK PLC

E. Di Nello
Emilio di Nello

Date: August 23, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY

Sanjaya W. Callahan

NAME: *Sanjaya W. Callahan*
Authorised Signatory
Date: *Aug 23, 2002*

For and on behalf of
BARCLAYS BANK PLC

Jason Hatley
Jason Hatley

Date: August 23, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY



NAME:
Authorised Signatory
Date:

Barclays Bank PLC and its affiliates, including Barclays Capital Inc., may share with each other information, including non-public credit information, concerning its clients and prospective clients. If you do not want such information to be shared, you must write to the Director of Compliance, Barclays Bank PLC, 222 Broadway, New York, N.Y. 10038.

Aug 23, 2002

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Barclays Capital 18/07/02 17:28 PAGE 2/8 NightFAX

Barclays Capital
5 The North Colonnade
Canary Wharf
London E14 4BB

BARCLAYS

To: TAMPA ELECTRIC COMPANY
Attn: Kim Caruso \ Dan Murphey
Fax No: 001 813 228 4265
Date: July 17, 2002
Reference: 287510B \ 149825



Re-Amended Treasury Lock Confirmation(2)

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between Barclays Bank PLC (London Head Office) ("Barclays") and TAMPA ELECTRIC COMPANY (the "Counterparty") on the Trade Date specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" for purposes of the Agreement referred to below.

This letter agreement supersedes any previous confirmation or other writing with respect to the Transaction described below and evidences a complete binding agreement between Barclays and Counterparty as to the terms of the Transaction described below.

If Barclays and Counterparty are parties to either a 1987 Interest Rate and Currency Exchange Agreement, or a 1992 ISDA Master Agreement, this Confirmation supplements, forms a part of, and is subject to such 1987 Interest Rate and Currency Exchange Agreement or such 1992 ISDA Master Agreement, as the case may be.

In the event Barclays and Counterparty have not entered into a 1987 Interest Rate and Currency Exchange Agreement or a 1992 ISDA Master Agreement, the parties hereto agree to negotiate in good faith and enter into either a 1987 Interest Rate and Currency Exchange Agreement or a 1992 ISDA Master Agreement with such additions, deletions and modifications thereto as the parties hereto may agree.

Upon execution and delivery by the parties hereto of a 1987 Interest Rate and Currency Exchange Agreement or a 1992 ISDA Master Agreement, the preceding sentence shall be of no further force and effect, and this Confirmation shall supplement, form a part of and be subject to the terms of such 1987 Interest Rate and Currency Exchange Agreement or such 1992 ISDA Master Agreement, as the case may be.

Until Barclays and Counterparty execute and deliver a 1987 Interest Rate and Currency Exchange Agreement or a 1992 ISDA Master Agreement, this Confirmation (together with all other documents confirming transactions previously entered into between the parties hereto, which documents contemplate that the parties will enter into such an Agreement, but which are not part of such an Agreement, notwithstanding anything to the contrary in such documents) shall be deemed to supplement, form a part of, and be subject to an agreement in the form of a 1992 ISDA Master Agreement (Multicurrency-Cross Border), as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (without any Schedule thereto), governed by New York law, without reference to choice of law doctrine except for NY GOL Section 5-1401 and 5-1402 with a Termination Currency of USD and including as section 6(f) of

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Registered office 54 Lombard Street, London EC3P 3AN. Regulated by the FSA and a member of the London Stock Exchange.

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such agreement the provisions of Section V(A) of ISDA's User's Guide to the 1992 Master Agreements, as if, on the "Trade Date" of the first such transaction, Barclays and Counterparty had executed an agreement in such form.

Unless and until agreed otherwise by the parties, Automatic Early Termination will not apply provided however, where an Event of Default specified in Section 5 (a) (vii) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination Provision of Section 6 (a) will apply and the parties will be deemed to have selected Second Method and Loss as the calculation in section 6 (c)

As used herein, "Agreement" at any time shall mean whichever of the 1987 Interest Rate and Currency Exchange Agreement or 1992 ISDA Master Agreement this Confirmation then supplements, forms a part of and is subject to (or is deemed to supplement, form a part of and be subject to, as provided above). All provisions of the Agreement shall govern this Confirmation, except as expressly modified below.

The definitions contained in the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern for purposes of the Transaction. References herein to a "Transaction" shall be deemed to be references to a "Swap Transaction" for the purposes of the 2000 ISDA Definitions. Capitalized terms used in this Confirmation and not defined in this Confirmation or the 2000 ISDA Definitions shall have the respective meanings assigned in the Agreement. Each party hereto agrees to make payment to the other party hereto in accordance with the provisions of this Confirmation and of the Agreement.

Each party hereto represents and warrants to the other party hereto that, in connection with the Transaction: (i) it is acting for its own account, and it has made its own independent decisions to enter into this Transaction and as to whether this Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction: it being understood that information and explanations related to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction; (ii) it is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Transaction. It is also capable of assuming, and assumes, the risks of this Transaction; (iii) the other party is not acting as a fiduciary for or an adviser to it in respect of this Transaction; (iv) it is an "eligible swap participant" within the meaning of Commodity Futures Trading Commission Regulation Section 35.1(b)(2).

PBC

The terms of the particular Transaction to which this Confirmation relates are as follows:

A.	TRADE DETAILS
Notional Amount:	USD 100,000,000
Trade Date:	June 19, 2002
Buyer:	Counterparty
Seller:	Barclays
Valuation Date:	September 3, 2002

Jul 19, 2002

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Valuation Time:	Such time between the hours of 9:00 a.m. and 11:00 a.m., New York time, as Counterparty shall designate in a telephone call to Barclays on the Valuation Date. Such telephone designation shall be made at the earliest practicable time and in any event no later than thirty (30) minutes before the designated Valuation Time. Such telephone designation shall be immediately confirmed in writing to Barclays at the address detailed below. If the Valuation Time is not so designated by Counterparty, the Valuation Time shall be 3:00 p.m., New York time, on the Valuation Date.
Settlement Date:	September 4, 2002
Reference Source:	Telerate page 42276
Reference Security:	Then Current Ten Year On-the-Run Treasury
Final Exchange:	
Final Exchange Date:	The Settlement Date
Final Exchange Amount:	An amount in USD determined by the Calculation Agent which may be positive or negative that is equal to: (Spot Yield - Lock Yield) x DVO1 x Notional Amount
Spot Yield:	The yield, determined by the Calculation Agent, which corresponds to the yield at which the Reference Security is offered in the market at the Valuation Time on the Valuation Date.
DVO1:	DVO1 of the Reference Security shall be the USD equivalent of a 0.01 % change in the Market Yield and shall be determined by the Calculation Agent at the Valuation Time on the Valuation Date.
Lock Yield:	4.878 % per annum
Final Exchange Payer:	If Final Exchange Amount is greater than 0, Barclays will pay such amount to Counterparty; or If Final Exchange Amount is less than 0, Counterparty will pay the absolute value of such amount to Barclays
Business Days:	New York and London
Calculation Agent:	Barclays Bank PLC
Assignment:	Except as expressly provided in the Agreement, the Transaction may not be assigned by either party hereto without the consent of the other party hereto, and any purported assignment of the Transaction without such consent shall be void



Jul 19, 2002

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Barclays Capital

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General Law:

The Transaction and this Confirmation will be governed by and construed in accordance with The laws of the state of New York without reference to choice of Law doctrine, except for NY GOL Section 5-1401 and 5-1402

B.

ACCOUNT DETAILS

Payments to Barclays:

Correspondent: BARCLAYS BANK PLC NEW YORK
FFID: 026002574
Beneficiary: BARCLAYS SWAPS
Beneficiary Account: 050-01922-8

Payments to Counterparty:

Please Advise

C.

OFFICES

Barclays:

Address for Notices:
5 THE NORTH COLONNADE
CANARY WHARF
LONDON E14 4BB
Tel: 44(20) 7773 2313
Fax: 44(20) 7773 6810/6834



Counterparty:

Address for Notices:
Please Advise

Please confirm that the foregoing correctly sets forth all the terms and conditions of our agreement with respect to the Transaction by responding within three (3) Business Days by promptly signing in the space provided below and both (i) faxing the signed copy to Barclays, Swap Operations, Fax +(44) 20-7773-6810/6045, Tel +(44) 20-7773-6901/6904/6965, and (ii) mailing the signed copy to Barclays Bank PLC, 5 The North Colonnade, Canary Wharf, London E14 4BB, Attention of Swap Operations. Your failure to respond within such period shall not affect the validity or enforceability of the Transaction as against you. Barclays Bank PLC, New York Branch acted as agent in the Transaction.

Jul 19, 2002

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For and on behalf of
BARCLAYS BANK PLC

For and on behalf of
TAMPA ELECTRIC COMPANY

Neil Barrett

Neil Barrett

[Signature]

Date: July 19, 2002

NAME:
Authorised Signatory
Date: 7/19/02

For and on behalf of
BARCLAYS BANK PLC

For and on behalf of
TAMPA ELECTRIC COMPANY

Joanna Bullard

Joanna Bullard



Date: July 19, 2002

NAME:
Authorised Signatory
Date:

Barclays Bank PLC and its affiliates, including Barclays Capital Inc., may share with each other information, including non-public credit information, concerning its clients and prospective clients. If you do not want such information to be shared, you must write to the Director of Compliance, Barclays Bank PLC, 222 Broadway, New York, N.Y. 10038.

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TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008
95:11 2002-05-08



TO: TAMPA ELECTRIC COMPANY

TELEX NO.:
FAX NO.: 813 228 4262

ATTENTION: DAN MAYER

FROM: SVEN HELSEN / KIMBERLY BENN
BNP PARIBAS SECURITIES CORP., NEW YORK ON BEHALF OF BNP
PARIBAS, PARIS

RE: USD 50,000,000.00 INTEREST RATE T-LOCK CONFIRMATION
(OUR REF. NO.: 328797)

DATE: 02 AUGUST, 2002



THIS CONFIRMATION AMENDS AND SUPERSEDES ANY CONFIRMATION PREVIOUSLY SENT OR EXECUTED

DEAR SIRs

The purpose of this Confirmation is to set out the terms and conditions of the transaction (The "TRANSACTION") entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (the "Definitions"), are incorporated into this Confirmation. In the event of any inconsistency between those Definitions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a Confirmation as referred to in the agreement specified below.

This Confirmation represents a complete and binding agreement between us on the terms of the Transaction to which this Confirmation relates and supersedes any previous written confirmation of the Transaction confirmed herein.

Until we have executed the Master Agreement referred to below, this Confirmation, together with all other documents (each a "Confirmation") entered into between us referring to the ISDA form confirming transactions (each a "Transaction"), shall (notwithstanding anything else in any such document) supplement, form part of and be subject to an agreement (the "ISDA Form Agreement") between us in the form of the ISDA Master Agreement (multicurrency-cross border) published in 1992 (the "ISDA form") without the schedule attached thereto and with an Effective Date of the first such transaction between us. such ISDA Form Agreement shall be governed by and construed in accordance with New York Law without reference to choice of law doctrine except for NY GOL Section 5-1401 and 5-1402 and have a Termination Currency of US Dollars.

Unless and until agreed otherwise by the parties, the Cross Default and Credit Event upon Merger provisions will be applicable to both parties but Automatic

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Early Termination shall not apply provided however, where an Event of Default specified in Section 5 (a)(vii) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination Provision of Section 6(a) will apply, and the parties will be deemed to have selected Second Method and Loss as the calculation method in Section 6(e).

In addition the parties agree to use all reasonable endeavours promptly to negotiate, execute and deliver an agreement (The "Master Agreement") in the ISDA form with such modifications as we may agree in good faith.

Upon execution by you and us of the Master Agreement, this Confirmation will supplement, form part of, and be subject to that Agreement and all provisions contained or incorporated in the Master Agreement upon its execution will govern this Confirmation.

Unless otherwise specified in the Master Agreement if and to the extent that anything in this Confirmation is inconsistent with any provision of the ISDA form or, when executed the Master Agreement or any of the definitions the provisions of this Confirmation shall govern.

NOTIONAL AMOUNT : USD 50,000,000.00

SELLER : BNP PARIBAS, PARIS, PARTY A

BUYER : TAMPA ELECTRIC COMPANY, PARTY B

PREMIUM : NONE

BUSINESS DAYS FOR USD : NEW YORK

CALCULATION AGENT : PARTY A, UNLESS OTHERWISE STATED IN THE AGREEMENT.

PROCEDURE FOR EXERCISE:

EXPIRATION DATE : SEPTEMBER 3, 2002, SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH THE MODIFIED FOLLOWING BUSINESS DAY CONVENTION

EXPIRATION TIME : 3:00 PM, NEW YORK TIME

SETTLEMENT TERMS:

SETTLEMENT: CASH

CASH SETTLEMENT VALUATION TIME: 3:00 PM, NEW YORK TIME

CASH SETTLEMENT VALUATION DATE: EXPIRATION DATE

CASH SETTLEMENT PAYMENT DATE: ONE NEW YORK BUSINESS DAY FOLLOWING THE CASH SETTLEMENT VALUATION DATE

REFERENCE SECURITY: MEANS THE THEN CURRENT "ON-THE-RUN" UNITED STATES TREASURY NOTE WITH AN ORIGINAL MATURITY OF 10 YEARS MOST RECENTLY AUCTIONED.

CASH SETTLEMENT METHOD: AN AMOUNT (THE "CASH SETTLEMENT AMOUNT") IN USD CALCULATED IN ACCORDANCE WITH THE FOLLOWING FORMULA:



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(TREASURY RATE - 4.735%) X NOTIONAL
AMOUNT X BASIS POINT VALUE

WHERE:

"TREASURY RATE" MEANS THE YIELD-TO-MATURITY INTEREST RATE OF THE REFERENCE SECURITY, EXPRESSED IN PERCENTAGE, AS AGREED UPON BETWEEN THE PARTIES ON THE EXPIRATION DATE.

IN CASE THE PARTIES ARE UNABLE TO REACH AN AGREEMENT ON SUCH RATE, THE TREASURY RATE SHALL BE DETERMINED ON SUCH FIXING DATE BY REQUESTING THE REFERENCE MARKET-MAKERS FOR QUOTATIONS OF THE YIELD-TO-MATURITY INTEREST RATE OF THE REFERENCE SECURITY. THE TREASURY RATE SHALL THEREFORE BE EQUAL TO THE ARITHMETIC MEAN OF SUCH QUOTATIONS, EXCLUDING THE HIGHEST (OR, IN CASE OF TWO IDENTICAL QUOTES, ONE OF THE HIGHEST) AND LOWEST (OR, IN CASE OF TWO IDENTICAL QUOTES, ONE OF THE LOWEST) OF SUCH QUOTATIONS. SUCH DETERMINATION OF THE TREASURY RATE SHALL BE BINDING ON THE PARTIES EXCEPT IN CASE OF MANIFEST ERROR.

"REFERENCE MARKET-MAKERS" MEANS FIVE LEADING DEALERS IN THE RELEVANT MARKET AS DETERMINED BY THE CALCULATION AGENT IN A COMMERCIALY REASONABLE MANNER.

"BASIS POINT VALUE" MEANS THE MARKET VALUE (IN ABSOLUTE VALUE) ON THE FIXING DATE OF ONE TREASURY RATE BASIS POINT OF THE REFERENCE SECURITY, STATED IN U.S. DOLLARS.

IF THE SETTLEMENT AMOUNT IS A POSITIVE NUMBER, PARTY A SHALL PAY TO THE FIXED RATE PAYER THE SETTLEMENT AMOUNT ON THE PAYMENT DATE.

IF THE SETTLEMENT AMOUNT IS A NEGATIVE NUMBER, PARTY B SHALL PAY TO THE TREASURY RATE PAYER THE ABSOLUTE VALUE OF THE SETTLEMENT AMOUNT ON THE PAYMENT DATE.

WRITTEN CONFIRMATION OF EXERCISE:

APPLICABLE. PARTY A WILL NOT MAKE ANY PAYMENTS UNDER THE SWAP TRANSACTION UNTIL IT RECEIVES SUCH WRITTEN NOTICE.

ACCOUNT DETAILS:

PAYMENTS IN USD TO PARTY A

SWIFT: BKTR US 33 XXX)
FAVOUR BNP PARIBAS, PARIS,
A/C NO: 04-003-399
(ABA: 021 001 033)

WHO WILL MAKE AND RECEIVE PAYMENTS THROUGH ITS OFFICE AT PARIS

PAYMENTS IN USD TO PARTY B

TO BE ADVISED

3

33-5/12

BNP PARIBAS

AUG-05-2002 12:40

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EACH PARTY REPRESENTS TO THE OTHER THAT IT IS ENTERING INTO THIS TRANSACTION IN RELIANCE ON ITS OWN JUDGEMENT AFTER TAKING SUCH TAX, ACCOUNTING, REGULATORY, LEGAL, FINANCIAL AND OTHER RELATED ADVICE AS IT HAS DEEMED NECESSARY AND NOT IN RELIANCE ON ANY VIEW OR OTHER STATEMENT EXPRESSED BY THE OTHER, SAVE AS EXPRESSLY PROVIDED FOR IN THIS CONFIRMATION OR THE ISDA FORM.

UK FINANCIAL SERVICES ACT:

IF YOU ARE NOT LISTED BY THE BANK OF ENGLAND AS A MONEY MARKET INSTITUTION WE ARE REQUIRED TO INFORM YOU THAT THIS TRANSACTION IS EXEMPT FROM THE UK FINANCIAL SERVICES ACT BUT IS SUBJECT TO THE FINANCIAL SERVICES AUTHORITY'S LONDON CODE OF CONDUCT.

PLEASE CONFIRM THAT THE FOREGOING CORRECTLY SETS OUT THE TERMS OF OUR AGREEMENT BY SENDING TO OUR SWAPS AND DERIVATIVES BACK OFFICE IN PARIS (TEL: 33 1 55 77 91 96 OR 33 1 40 14 72 89/FAX: 33 1 42 98 67 04) A RETURN FAX OR TELEX SUBSTANTIALLY TO THE FOLLOWING EFFECT OR ALTERNATIVELY BY SIGNING IN THE SPACE PROVIDED BELOW AND RETURNING A FAX COPY WITHIN TWO BUSINESS DAYS OF THE DATE HEREOF.



FORM OF REPLY

'QUOTE'

RE: USD 50,000,000.00 INTEREST RATE T-LOCK
BNP PARIBAS REF. NO. 328797

WE ACKNOWLEDGE RECEIPT OF YOUR AMENDED CONFIRMATION DATED 02 AUGUST, 2002 WITH RESPECT TO THE ABOVE REFERENCED TRANSACTION BETWEEN BNP PARIBAS AND OURSELVES WITH A TRADE DATE OF 10 JULY, 2002 AND A EXPIRATION DATE OF 03 SEPTEMBER, 2002, SUBJECT TO ADJUSTMENT AS PROVIDED FOR IN THE CONFIRMATION AND CONFIRM THAT THE CONFIRMATION CORRECTLY SETS OUT THE TERMS OF OUR AGREEMENT RELATING TO THE TRANSACTION DESCRIBED THEREIN.

TAMPA ELECTRIC COMPANY

BY: *S.W. Callahan* BY: _____
NAME: S.W. Callahan NAME: _____
TITLE: Treasurer TITLE: _____

'UNQUOTE'

IN ORDER TO ENSURE PAYMENTS ARE MADE ON A TIMELY BASIS, PLEASE RETURN YOUR WRITTEN ACKNOWLEDGMENT AS SOON AS POSSIBLE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONFIRMATION PLEASE CONTACT OUR SWAPS AND DERIVATIVES BACK OFFICE IN PARIS (TEL: 33 1 55 77 91 96 OR 33 1 40 14 72 89/FAX: 33 1 42 98 67 04)

**BNP PARIBAS SECURITIES CORP.
ON BEHALF OF BNP PARIBAS**

BY: *[Signature]* BY: *[Signature]*
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

33-5 p 13

~~CONFIDENTIAL~~
CONFIDENTIAL

15:14

2128413447

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008

2128413447 P.01/02



TO: TAMPA ELECTRIC COMPANY
ATTN: DAN MAYER
FAX: 813 228 4262
CC:
FROM: SVEN HELSEN / KIMBERLY BENN
BNP PARIBAS SECURITIES CORP., NEW YORK ON BEHALF OF
BNP PARIBAS, PARIS
DATE: AUGUST 23, 2002
RE: CANCELLATION OF A USD 50,000,000.00 INTEREST RATE T-LOCK
TRANSACTION BNP PARIBAS (REF NO. 328797).



ON BEHALF OF BNP PARIBAS WE ARE PLEASED TO CONFIRM THE FOLLOWING TERMS AND CONDITIONS OF AN INTEREST RATE T-LOCK TRANSACTION (BNP PARIBAS REF NO. 328797) AGREED BETWEEN TAMPA ELECTRIC COMPANY AND BNP PARIBAS, PARIS, WHICH EFFECTIVELY CANCELS THE REMAINING COMMITMENTS UNDER THE CONFIRMATION. THE CANCELLATION EFFECTIVE DATE AUGUST 21, 2002 (BNP PARIBAS REF NO. 328797).

1. AS A RESULT OF THE TRANSACTION SET OUT ABOVE TAMPA ELECTRIC COMPANY AND BNP PARIBAS, PARIS AGREE TO RELEASE EACH OTHER FROM ALL OBLIGATIONS UNDER THE CONFIRMATION (BNP PARIBAS REF NO. 328797), AND ACKNOWLEDGE THAT THE CONFIRMATION IS CANCELLED. TAMPA ELECTRIC COMPANY SHALL PAY TO BNP PARIBAS, PARIS USD 2,258,992.20 FOR VALUE AUGUST 26, 2002.
2. TAXES: PAYMENTS SHALL BE MADE PAYABLE WITHOUT DEDUCTION FOR OR ON ACCOUNT OF ANY TAXES, DUTIES, OR OTHER CHARGES.
3. GOVERNING LAW: THE LAW OF THE STATE OF NEW YORK
4. EXPENSES: EACH PARTY SHALL BEAR ITS OWN EXPENSES IN COMPLETING THE TRANSACTION.

33-5814

CONFIDENTIAL
CONFIDENTIAL

15:14

2125413447

2128413447

P.02/02

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008

FORM OF CONFIRMATION:

PLEASE CONFIRM THAT THE FOREGOING CORRECTLY SETS FORTH THE TERMS OF OUR AGREEMENT BY SIGNING IN THE SPACE PROVIDED AT THE BOTTOM OF THIS

COMMUNICATION AND FAXING THE SIGNED COMMUNICATION TO BNP PARIBAS, PARIS, SWAPS OPERATIONS, (011-331-4298-6704) AND RETURNING THE SIGNED COMMUNICATION TO SWAPS ADMINISTRATION CENTRE 357, 3, RUE D'ANTIN, B.P. 141, 75078 PARIS, FRANCE CEDEX 02. PLEASE ADDRESS ALL HARDCOPY REQUESTS TO KAREN HULL TEL NO. 212-841-2395

ON BEHALF OF BNP PARIBAS, PARIS WE ARE DELIGHTED TO HAVE AGREED TO THIS TRANSACTION WITH YOU.



YOURS SINCERELY,
BNP PARIBAS SECURITIES CORP. ON BEHALF OF
BNP PARIBAS, PARIS (PARTY A)

BY: [Signature]
NAME: [Signature]
TITLE: [Signature]

BY: [Signature]
NAME: _____
TITLE: _____

COUNTERPARTY SIGNED FORM OF CONFIRMATION:
BNP PARIBAS, REF. NO. 328797
CONFIRMED AS OF THE TRADE DATE
TAMPA ELECTRIC COMPANY (PARTY B)

BY: [Signature]
NAME: SW Callahan
TITLE: Treasurer

BY: _____
NAME: _____
TITLE: _____

33.5 p15

~~CONFIDENTIAL~~
CONFIDENTIAL

14:43

2128413447

2128413447 P.01/02



TO: TAMPA ELECTRIC COMPANY
ATTN: DAN MAYER
FAX: 813 228 4262
CC:
FROM: SVEN HELSEN / KIMBERLY BENN
BNP PARIBAS SECURITIES CORP., NEW YORK ON BEHALF OF
BNP PARIBAS, PARIS
DATE: AUGUST 23, 2002
RE: CANCELLATION OF A USD 100,000,000.00 INTEREST RATE T-LOCK
TRANSACTION BNP PARIBAS (REF NO. 327841).



ON BEHALF OF BNP PARIBAS WE ARE PLEASED TO CONFIRM THE FOLLOWING TERMS AND CONDITIONS OF AN INTEREST RATE T-LOCK TRANSACTION (BNP PARIBAS REF NO. 327841) AGREED BETWEEN TAMPA ELECTRIC COMPANY AND BNP PARIBAS, PARIS, WHICH EFFECTIVELY CANCELS THE REMAINING COMMITMENTS UNDER THE CONFIRMATION. THE CANCELLATION EFFECTIVE DATE AUGUST 21, 2002 (BNP PARIBAS REF NO. 327841).

1. AS A RESULT OF THE TRANSACTION SET OUT ABOVE TAMPA ELECTRIC COMPANY AND BNP PARIBAS, PARIS AGREE TO RELEASE EACH OTHER FROM ALL OBLIGATIONS UNDER THE CONFIRMATION (BNP PARIBAS REF NO. 327841), AND ACKNOWLEDGE THAT THE CONFIRMATION IS CANCELLED. TAMPA ELECTRIC COMPANY SHALL PAY TO BNP PARIBAS, PARIS USD 5,522,525.40 FOR VALUE AUGUST 26, 2002.
2. TAXES: PAYMENTS SHALL BE MADE PAYABLE WITHOUT DEDUCTION FOR OR ON ACCOUNT OF ANY TAXES, DUTIES, OR OTHER CHARGES.
3. GOVERNING LAW: THE LAW OF THE STATE OF NEW YORK
4. EXPENSES: EACH PARTY SHALL BEAR ITS OWN EXPENSES IN COMPLETING THE TRANSACTION.

33-5 p/6

~~CONFIDENTIAL~~
CONFIDENTIAL

11/20/08 14:43

2128413447

2128413447 P.02/02

FORM OF CONFIRMATION:

PLEASE CONFIRM THAT THE FOREGOING CORRECTLY SETS FORTH THE TERMS OF OUR AGREEMENT BY SIGNING IN THE SPACE PROVIDED AT THE BOTTOM OF THIS

COMMUNICATION AND FAXING THE SIGNED COMMUNICATION TO BNP PARIBAS, PARIS, SWAPS OPERATIONS, (011-331-4298-6704) AND RETURNING THE SIGNED COMMUNICATION TO SWAPS ADMINISTRATION CENTRE 357, 3, RUE D'ANTIN, B.P. 141, 75078 PARIS, FRANCE CEDEX 02. PLEASE ADDRESS ALL HARDCOPY REQUESTS TO KAREN HULL TEL NO. 212-841-2395

ON BEHALF OF BNP PARIBAS, PARIS WE ARE DELIGHTED TO HAVE AGREED TO THIS TRANSACTION WITH YOU.

YOURS SINCERELY,
BNP PARIBAS SECURITIES CORP. ON BEHALF OF
BNP PARIBAS, PARIS (PARTY A)

BY: [Signature]
NAME: [Signature]
TITLE: Director

BY: [Signature]
NAME: _____
TITLE: _____



COUNTERPARTY SIGNED FORM OF CONFIRMATION:
BNP PARIBAS, REF. NO. 327841
CONFIRMED AS OF THE TRADE DATE
TAMPA ELECTRIC COMPANY (PARTY B)

BY: [Signature]
NAME: Treasurer
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

37-5A17

CONFIDENTIAL
CONFIDENTIAL

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008

P.05

AUG-05-2002 13:56



TO: TAMPA ELECTRIC COMPANY

TELEX NO.:
FAX NO.: 813 228 4262

ATTENTION: DAN MAYER

FROM: SVEN HELDEN / KIMBERLY BERN
BNP PARIBAS SECURITIES CORP., NEW YORK ON BEHALF OF BNP
PARIBAS, PARIS

RE: USD 100,000,000.00 INTEREST RATE T-SWAP CONFIRMATION
(OUR M&F. NO.: 327841)

DATE: 08 AUGUST, 2002



THIS CONFIRMATION AMENDS AND SUPERSEDES ANY CONFIRMATION PREVIOUSLY SENT OR RECEIVED

DEAR SIRS

The purpose of this Confirmation is to set out the terms and conditions of the transaction (The "TRANSACTION") entered into between us on the Trade Date specified below.

The definitions and provisions contained in the 2000 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (the "Definitions"), are incorporated into this Confirmation in the event of any inconsistency between those Definitions and this Confirmation, this Confirmation will govern.

This Confirmation constitutes a Confirmation as referred to in the agreement specified below.

This Confirmation represents a complete and binding agreement between us on the terms of the Transaction to which this Confirmation refers and supersedes any previous written confirmation of the Transaction confirmed herein.

Until we have executed the Master Agreement referred to below, this Confirmation, together with all other documents (each a "Confirmation") entered into between us referring to the ISDA form confirming transactions (each a "Transaction"), shall (notwithstanding anything else in any such document) supplement form part of and be subject to an agreement (the "ISDA Form Agreement") between us in the form of the ISDA Master Agreement (multicurrency-cross border) published in 1992 (the "ISDA form") without the schedule attached thereto and with an Effective Date of the first such transferring between us. Such ISDA Form Agreement shall be governed by and construed in accordance with New York Law without reference to choice of law doctrine except for NY GOL Section 5-1401 and 5-1402 and have a Termination Currency of US Dollars.

(Unless and until agreed otherwise by the parties, the Cross Default and Credit event upon Merger provisions will be applicable to both parties but Automatic

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BNP PARIBAS

AUG-05-2002 12:41

CONFIDENTIAL
CONFIDENTIAL

Early termination shall not apply provided however, where an Event of Default specified in Section 5 (a)(vii) is governed by a system of law which does not permit termination to take place after the occurrence of the relevant Event of Default, then the Automatic Early Termination Provision of Section 6(a) will apply, and the parties will be deemed to have selected Second Method and Loss as the calculation method in Section 6(e).

In addition the parties agree to use all reasonable endeavours promptly to negotiate, execute and deliver an agreement (The "Master Agreement") in the ISDA form with such modifications as we may agree in good faith.

Upon execution by you and us of the Master Agreement, this Confirmation will supplement, form part of, and be subject to that Agreement and all provisions contained or incorporated in the Master Agreement upon its execution will govern this Confirmation.

Unless otherwise specified in the Master Agreement if and to the extent that anything in this Confirmation is inconsistent with any provision of the ISDA form or, when executed the Master Agreement or any of the definitions the provisions of this Confirmation shall govern.

NOTIONAL AMOUNT : USD 100,000,000.00
SELLER : BNP PARIBAS, PARIS, PARTY A
BUYER : TAMPA ELECTRIC COMPANY, PARTY B
PREMIUM : NONE
BUSINESS DAYS FOR USD : NEW YORK
CALCULATION AGENT : PARTY A, UNLESS OTHERWISE STATED IN THE AGREEMENT.
PROCEDURE FOR EXERCISE:
EXPIRATION DATE : SEPTEMBER 3, 2002. SUBJECT TO ADJUSTMENT IN ACCORDANCE WITH THE MODIFIED FOLLOWING BUSINESS DAY CONVENTION
EXPIRATION TIME : 3:00 PM, NEW YORK TIME
SETTLEMENT TERMS:
SETTLEMENT: CASH
CASH SETTLEMENT VALUATION TIME: 3:00 PM, NEW YORK TIME
CASH SETTLEMENT VALUATION DATE: EXPIRATION DATE
CASH SETTLEMENT PAYMENT DATE: ONE NEW YORK BUSINESS DAY FOLLOWING THE CASH SETTLEMENT VALUATION DATE
REFERENCE SECURITY: MEANS THE THEN CURRENT "ON-THE-RUN" UNITED STATES TREASURY NOTE WITH AN ORIGINAL MATURITY OF 10 YEARS MOST RECENTLY AUCTIONED.
CASH SETTLEMENT METHOD: AN AMOUNT (THE "CASH SETTLEMENT AMOUNT") IN USD CALCULATED IN ACCORDANCE WITH THE FOLLOWING FORMULA:



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CONFIDENTIAL

266

(TREASURY RATE - 4.858%) X NOTIONAL
AMOUNT X BASIS POINT VALUE

WHERE:

"TREASURY RATE" MEANS THE YIELD-TO-
MATURITY INTEREST RATE OF THE REFERENCE
SECURITY, EXPRESSED IN PERCENTAGE, AS
AGREED UPON BETWEEN THE PARTIES ON THE
EXPIRATION DATE.

IN CASE THE PARTIES ARE UNABLE TO REACH
AN AGREEMENT ON SUCH RATE, THE TREASURY
RATE SHALL BE DETERMINED ON SUCH FIXING
DATE BY REQUESTING THE REFERENCE MARKET-
MAKERS FOR QUOTATIONS OF THE YIELD-TO-
MATURITY INTEREST RATE OF THE REFERENCE
SECURITY. THE TREASURY RATE SHALL
THEREFORE BE EQUAL TO THE ARITHMETIC
MEAN OF SUCH QUOTATIONS, EXCLUDING THE
HIGHEST (OR, IN CASE OF TWO IDENTICAL
QUOTES, ONE OF THE HIGHEST) AND LOWEST
(OR, IN CASE OF TWO IDENTICAL QUOTES,
ONE OF THE LOWEST) OF SUCH QUOTATIONS.
SUCH DETERMINATION OF THE TREASURY RATE
SHALL BE BINDING ON THE PARTIES EXCEPT
IN CASE OF MANIFEST ERROR.

"REFERENCE MARKET-MAKERS" MEANS FIVE
LEADING DEALERS IN THE RELEVANT MARKET
AS DETERMINED BY THE CALCULATION AGENT
IN A COMMERCIALY REASONABLE MANNER.

"BASIS POINT VALUE" MEANS THE MARKET
VALUE (IN ABSOLUTE VALUE) ON THE FIXING
DATE OF ONE TREASURY RATE BASIS POINT OF
THE REFERENCE SECURITY, STATED IN U.S.
DOLLARS.

IF THE SETTLEMENT AMOUNT IS A POSITIVE
NUMBER, PARTY A SHALL PAY TO THE FIXED
RATE PAYER THE SETTLEMENT AMOUNT ON THE
PAYMENT DATE.

IF THE SETTLEMENT AMOUNT IS A NEGATIVE
NUMBER, PARTY B SHALL PAY TO THE
TREASURY RATE PAYER THE ABSOLUTE VALUE
OF THE SETTLEMENT AMOUNT ON THE PAYMENT
DATE.

WRITTEN CONFIRMATION OF EXERCISE:

APPLICABLE. PARTY A WILL NOT MAKE ANY
PAYMENTS UNDER THE SWAP TRANSACTION UNTIL
IT RECEIVES SUCH WRITTEN NOTICE.

ACCOUNT DETAILS:

PAYMENTS IN USD TO PARTY A

SWIFT: BKTR US 33 XXX)
FAVOUR BNP PARIBAS, PARIS.
A/C NO: 04-003-399
(ABA: 021 001 033)

WHO WILL MAKE AND RECEIVE PAYMENTS THROUGH ITS OFFICE AT PARIS

33-5 p 20

~~UNCONFIDENTIAL~~
CONFIDENTIAL

%86

PAYMENTS IN USD TO PARTY B TO BE ADVISED

EACH PARTY REPRESENTS TO THE OTHER THAT IT IS ENTERING INTO THIS TRANSACTION IN RELIANCE ON ITS OWN JUDGEMENT AFTER TAKING SUCH TAX, ACCOUNTING, REGULATORY, LEGAL, FINANCIAL AND OTHER RELATED ADVICE AS IT HAS DEEMED NECESSARY AND NOT IN RELIANCE ON ANY VIEW OR OTHER STATEMENT EXPRESSED BY THE OTHER, SAVE AS EXPRESSLY PROVIDED FOR IN THIS CONFIRMATION OR THE ISDA FORM.

UK FINANCIAL SERVICES ACT:

IF YOU ARE NOT LISTED BY THE BANK OF ENGLAND AS A MONEY MARKET INSTITUTION WE ARE REQUIRED TO INFORM YOU THAT THIS TRANSACTION IS EXEMPT FROM THE UK FINANCIAL SERVICES ACT BUT IS SUBJECT TO THE FINANCIAL SERVICES AUTHORITY'S LONDON CODE OF CONDUCT.

PLEASE CONFIRM THAT THE FOREGOING CORRECTLY SETS OUT THE TERMS OF OUR AGREEMENT BY SENDING TO OUR SWAPS AND DERIVATIVES BACK OFFICE IN PARIS (TEL: 33 1 55 77 91 96 OR 33 1 40 14 72 89/FAX: 33 1 42 98 67 04) A RETURN FAX OR TELEX SUBSTANTIALLY TO THE FOLLOWING EFFECT OR ALTERNATIVELY BY SIGNING IN THE SPACE PROVIDED BELOW AND RETURNING A FAX COPY WITHIN TWO BUSINESS DAYS OF THE DATE HEREOF.

FORM OF REPLY

"QUOTE"

RE: USD 100,000,000.00 INTEREST RATE T-LOCK
BNP PARIBAS REF. NO. 327841



WE ACKNOWLEDGE RECEIPT OF YOUR AMENDED CONFIRMATION DATED 02 AUGUST, 2002 WITH RESPECT TO THE ABOVE REFERENCED TRANSACTION BETWEEN BNP PARIBAS AND OURSELVES WITH A TRADE DATE OF 2 JULY, 2002 AND A EXPIRATION DATE OF 03 SEPTEMBER, 2002, SUBJECT TO ADJUSTMENT AS PROVIDED FOR IN THE CONFIRMATION AND CONFIRM THAT THE CONFIRMATION CORRECTLY SETS OUT THE TERMS OF OUR AGREEMENT RELATING TO THE TRANSACTION DESCRIBED THEREIN.

TAMPA ELECTRIC COMPANY

BY: [Signature] BY: _____
NAME: SW Callahan NAME: _____
TITLE: Treasurer TITLE: _____

"UNQUOTE"

IN ORDER TO ENSURE PAYMENTS ARE MADE ON A TIMELY BASIS, PLEASE RETURN YOUR WRITTEN ACKNOWLEDGMENT AS SOON AS POSSIBLE.

IF YOU HAVE ANY QUESTIONS REGARDING THIS CONFIRMATION PLEASE CONTACT OUR SWAPS AND DERIVATIVES BACK OFFICE IN PARIS (TEL: 33 1 55 77 91 96 OR 33 1 40 14 72 89/FAX: 33 1 42 98 67 04)

BNP PARIBAS SECURITIES CORP.,
ON BEHALF OF BNP PARIBAS

BY: [Signature] BY: [Signature]
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

33-5421

CONFIDENTIAL
CONFIDENTIAL

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
FILED: NOVEMBER 20, 2008



Termination of a Treasury Lock Transaction

The purpose of this letter agreement is to confirm the total termination of the Transaction entered into between:

JPMORGAN CHASE BANK, N.A.
("JPMorgan")

and

TAMPA ELECTRIC COMPANY
(the "Counterparty")

6.55%
due
2036

The terms of the particular Transaction to which this Confirmation relates are as follows:

A. TRANSACTION DETAILS

JPMorgan Deal Number(s):	A447927
Notional Amount:	USD 250,000,000.00
Trade Date:	05 May 2006
Forward Date:	31 May 2006
Fee Payable from Counterparty:	USD 1,667,350.00
Payment Date:	10 May 2006 subject to adjustment in accordance with the Following Business Day Convention



Effective as of 09 May 2006 the Treasury Lock Transaction(s) shall be terminated and after payment of the fee, neither party shall have any obligation to the other party there under.

B. ACCOUNT DETAILS

Payments to JPMorgan in USD:	JPMORGAN CHASE BANK NA JPMORGAN CHASE BANK NA - NEW YORK - BIC: CHASUS33XXX AC No: 099997979
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Payments to Counterparty in USD:	As per your Standard Settlement Instructions
----------------------------------	--

33-5 p 22

CONFIDENTIAL
CONFIDENTIAL



C. OFFICES

JPMorgan: NEW YORK
Counterparty: TAMPA BAY

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter, telex or facsimile substantially similar to this letter, which letter, telex or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms. When referring to this Confirmation, please indicate: JPMorgan Deal Number(s): A447927

JPMorgan Chase Bank, N.A.

Name: Jack Cunha
Title: Associate



Accepted and confirmed as of the date first written:
TAMPA ELECTRIC COMPANY

Name: S. W. Callahan
Title: Treasurer

Your reference number: _____

33-5 P 27

CONFIDENTIAL
CONFIDENTIAL



Client Service Group

All queries regarding confirmations should be sent to:

JPMorgan Chase Bank, N.A.

Contacts

JPMorgan Contact Telephone Number

Client Service Group (001) 3026344960

Group E-mail address:

Facsimile: (001) 3026344928/4929/4930

Telex:

Cable:

Please quote the JPMorgan deal number(s): A447927



33-5 P. 24

CONFIDENTIAL
CONFIDENTIAL

Fax: 3020344335

May 9 2006 14:14

P.02



Forward Treasury Lock Agreement Transaction

The purpose of this letter agreement is to confirm the terms and conditions of the Transaction entered into between:

JPMORGAN CHASE BANK, N.A.
("JPMorgan")

and

TAMPA ELECTRIC COMPANY
(the "Counterparty")

on the Trade Date and identified by the JPMorgan Deal Number specified below (the "Transaction"). This letter agreement constitutes a "Confirmation" as referred to in the Master Agreement specified below, and supersedes any previous confirmation or other writing with respect to the transaction described below.

The definitions and provisions contained in the 2000 ISDA Definitions (the "Definitions"), as published by the International Swaps and Derivatives Association, Inc. are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to, the ISDA Master Agreement dated as of 09 February 2006, as amended and supplemented from time to time (the "Agreement"), between JPMORGAN CHASE BANK, N.A. ("JPMorgan") and TAMPA ELECTRIC COMPANY (the "Counterparty"). All provisions contained in the Agreement govern this Confirmation except as expressly modified below.



Our Ref: A447927

Sent: 9 May 2006 14:26

Page 1 of 1

33-5 p 25

MAY-09-2006 14:31

3026344335

97%

P.02

CONFIDENTIAL
CONFIDENTIAL

Fax: 0020344935

May 3 2006 14:14

JPMorgan 

The terms of the particular Transaction to which this Confirmation relates are as follows:

A. TRANSACTION DETAILS

JPMorgan Deal Number(s): A447927
Trade Date: 05 May 2006 ✓
Cash Settlement Payment Date: One New York Business Day following the Unwind Date. ✓
Forward Date: 31 May 2006 ✓
Securities: 5.375 % USD Treasury Bond due 15 February 2031 ✓
Principal Amount: USD 250,000,000.00 ✓
Reference Rate: 5.3465 percent ✓
Index Rate: The offer rate (expressed as a percentage) for the Securities quoted by JPMorgan in good faith on the Unwind Date.



Cash Settlement Amount:

(a) The Cash Settlement Amount shall be conclusively determined by JPMorgan as follows.

Prior to 3:30 p.m., New York time, on any New York Business Day from and including the Trade Date to and including the Forward Date (the "Unwind Date"), the Counterparty will give irrevocable oral notice to JPMorgan (which will be given by telephone) at the time at which the Counterparty wants the Index Rate determined. If the Counterparty does not so notify JPMorgan by 3:30 p.m., New York time, on the Forward Date, JPMorgan shall determine the Index Rate at or about such time.

(b) The Cash Settlement Amount will be equal to the product of (i) the yield differential between the Reference Rate and the Index Rate, expressed in basis points (i.e., 1 basis point=0.01%), and (ii) the Dollar Value of a Basis Point

The "Dollar Value of a Basis Point" shall mean the price change, expressed in U.S. Dollars, which would occur on a face amount, equal to the Principal Amount, of the Securities if the yield to maturity moves one basis point from the Index Rate.

(c) If the Index Rate is lower than the Reference Rate, Counterparty shall pay to JPMorgan the Cash Settlement Amount on the Cash Settlement Payment Date. If the Index Rate is higher than the Reference Rate, JPMorgan shall pay to Counterparty the Cash Settlement Amount on the Cash Settlement Payment Date.

Our Ref: A447927

Sent: 9 May 2006 14:26

Page 2 of 2

MAY-09-2006 14:31

3026344935

97%

P. 03

33-5 p 26

CONFIDENTIAL
CONFIDENTIAL

Fax: 3026344935

May 9 2006 14:14



B. ACCOUNT DETAILS

Payments to JPMorgan in USD:

JPMORGAN CHASE BANK NA
JPMORGAN CHASE BANK NA
BIC: CHASUS33XXX
AC No: 099997979

Payments to Counterparty in USD:

As per your standard settlement instructions.

C. OFFICES

JPMorgan:

NEW YORK

Counterparty:

TAMPA BAY



D. DOCUMENTS TO BE DELIVERED

Each party shall deliver to the other, at the time of its execution of this Confirmation, evidence of the incumbency and specimen signature of the person(s) executing this Confirmation, unless such evidence has been previously supplied and remains true and in effect.

E. RELATIONSHIP BETWEEN PARTIES

Each party will be deemed to represent to the other party on the date on which it enters into a Transaction that (absent a written agreement between the parties that expressly imposes affirmative obligations to the contrary for that Transaction):

(a) *Non-Reliance.* It is acting for its own account, and it has made its own independent decisions to enter into that Transaction and as to whether that Transaction is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into that Transaction; it being understood that information and explanations related to the terms and conditions of a Transaction shall not be considered investment advice or a recommendation to enter into that Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of that Transaction.

(b) *Assessment and Understanding.* It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that Transaction. It is capable of assuming, and assumes the risks of that Transaction.

(c) *Status of Parties.* The other party is not acting as a fiduciary for or an adviser to it in respect of that Transaction.

Our Ref: A447927

Sent: 9 May 2006 14:26

Page 3 of 3

MAY-09-2006 14:31

3026344935

97%

P.04

335 p 27

CONFIDENTIAL
CONFIDENTIAL

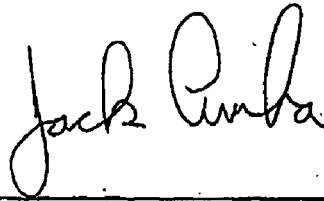
Fax: 3026344935

May 9 2006 14:15

JPMorgan 

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter, telex or facsimile substantially similar to this letter, which letter, telex or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates agreement to those terms. When referring to this Confirmation, please indicate: JPMorgan Deal Number(s): A 447927

JPMorgan Chase Bank, N.A.



Name: Jack Cunha
Title: Associate



Accepted and confirmed as of the date
first written:
TAMPA ELECTRIC COMPANY



Name: S. W. Callahan
Title: Treasurer

Your reference number: _____

Our Ref: A447927

Sent: 9 May 2006 13:40

Page 4 of 5

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CONFIDENTIAL



Client Service Group

All queries regarding confirmations should be sent to:

JPMorgan Chase Bank, N.A.

Contacts

JPMorgan Contact	Telephone Number
------------------	------------------

Client Service Group	(001) 3026344960
----------------------	-------------------

Group E-mail address:

Facsimile: (001) 3026344928/4929/4930

Telex:

Cable:

Please quote the JPMorgan deal number(s): A447927



Our Ref: A447927

Sent: 9 May 2006 14:26

Page 5 of 5

MAY-09-2006 14:31

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33-5 p 29

CONFIDENTIAL
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Date: 23 May 2007
To: Tampa Electric Company
("Counterparty")
Attn: TAMPA ELECTRIC COMPANY
Fax No: 0018132284262
From: UBS AG, LONDON BRANCH ("UBS AG")
Subject: Cancellation of Cancellable Swap Transaction
Trade Date: 28 February 2007 (time of execution
available upon request)
UBS AG Ref: 37584991 (the "Transaction")
Counterparty Ref: Please Advise



Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Master Agreement or Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

If you and we are parties to a master agreement that governs transactions of this type (whether in the form of the ISDA Master Agreement (Multicurrency-Cross Border)(the "ISDA Form") or any other form (a "Master Agreement"), then this Confirmation will supplement, form a part of, and be subject to that Master Agreement. If you and we are not parties to such a Master Agreement, then you and we agree to use all reasonable efforts promptly to negotiate, execute and deliver an agreement in the form of the ISDA Form, with such modifications as you and we will in good faith agree. Upon the execution by you and us of such an agreement, this Confirmation will supplement, form a part of and be subject to and governed by that agreement, except as expressly modified below. Until we execute and deliver that agreement, this Confirmation, together with all other documents referring to the ISDA Form (each a "Confirmation") confirming transactions (each a "Transaction") entered into between us (notwithstanding anything to the contrary in a confirmation), shall supplement, form a part of, and be subject to an agreement in the form of the ISDA Form as if we had executed an agreement in such form (but without any Schedule except for the election of the laws of England as the Governing Law and U.S. Dollars as the Termination Currency) on the Trade Date of the first Transaction between us (hereinafter the "Agreement"). In the event of any inconsistency between the provisions of any such Agreement and this Confirmation, this Confirmation will prevail for the purposes of this Transaction.

UBS AG and Counterparty have mutually agreed to terminate the Transaction and to release and discharge each other from their respective obligations thereunder (the "Obligations"), upon and subject to the following terms and conditions.

In consideration of their mutual release of one another set forth herein, with effect from 24 May 2007 (the "Cancellation Date"), UBS AG and Counterparty hereby release and discharge one another from their Obligations and unconditionally waive any and all claims and demands against one another, of whatever nature, now existing or hereafter arising therefrom or in connection therewith.

Fee: UBS AG will pay Counterparty the sum of USD 1,003,000.00 on the Cancellation Date.

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General Terms:

Trade Date: 28 February 2007 (time of execution available upon request)
Effective Date: 29 June 2007
Maturity Date: 29 June 2017, subject to adjustment in accordance with the Modified Following Business Day Convention.
Notional: USD 50,000,000.00
Fixed Rate: 5.0799 percent per annum
Fixed Rate Payer: Counterparty

Account Details:

Currency: USD
Favour: UBS AG, Stamford Branch
Swift Address: UBSWUS33XXX
Further Credit To: UBS AG, London Branch
Swift Address: UBSWGB2LXXX
Account No: 101-WA-140007-000



Contact Names at

UBS AG

Pre Value Payments:	Pre Value Payment Investigations:	(44) 20 7568 2665
Post Value Payments:	Post Value Payment Investigations:	(44) 20 7567 8999
Confirmation Queries:	Confirmation Control:	(44) 20 7568 0211 (Management Escalation Only)
ISDA Documentation:	Credit Risk Management:	(44) 20 7567 4557
Swift:	UBSWGB2L	
Fax:	(44) 20 7567 2685 or 2990	
Address:	100 Liverpool Street, London, EC2M 2RH	
	UBS AG	

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From: UBS

Fax: UBS

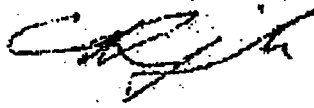
at: 23-MAY-2007-14:53 Doc: 413 Page: 003

Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms or by sending to us a return letter or facsimile in the form attached.

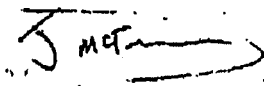
Yours Faithfully
For and on behalf of

UBS AG LONDON BRANCH

By:



By:



Name: Christopher Dingle
Title: Director

Name: Jonathan McTernan
Title: Director

Acknowledged and agreed by Tampa Electric Company as of the Trade Date specified above:

By:
Name:
Title:

By:
Name:
Title:

UBS AG London Branch, 1 Finsbury Avenue, London EC2M 2PP

UBS AG is a member of the London Stock Exchange and is authorised and regulated in the UK by the Financial Services Authority

Representatives of UBS Limited introduce trades to UBS AG via UBS Limited



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Date: 06 March 2007
To: Tampa Electric Company
("Counterparty")
Attn: TAMPA ELECTRIC COMPANY
Fax No: 0018132284262
From: UBS AG, LONDON BRANCH ("UBS AG")
Subject: Cancellable Swap Transaction
UBS AG Ref: 37584991 (the "Transaction")
Counterparty Ref: Please Advise



Dear Sirs,

The purpose of this communication is to confirm the terms and conditions of the Transaction entered into between us on the Trade Date specified below. This Confirmation constitutes a "Confirmation" as referred to in the Master Agreement or Agreement specified below.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc., are incorporated into this Confirmation. In the event of any inconsistency between those definitions and provisions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms part of, and is subject to the ISDA Master Agreement dated as of 07 October 2002 as amended and supplemented from time to time (the "Agreement") between Counterparty and UBS AG. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

The terms of the particular Rate Swap Transaction to which this Confirmation relates are as follows:

General Terms

Trade Date: 28 February 2007 (time of execution available upon request)
Effective Date: 29 June 2007
Termination Date: 29 June 2017, subject to adjustment in accordance with the Modified Following Business Day Convention.
Calculation Agent: UBS AG, unless otherwise stated in the Schedule to the Master Agreement
Broker: None

Fixed Amounts

Fixed Rate Payer: Counterparty
Fixed Rate Payer Calculation Amount: USD 50,000,000.00
Fixed Rate: 5.0799 percent per annum

UBS AG Ref: 37584991

UBS S.M.: 1
(UBS Internal use only)

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33-5 p 33

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Fixed Rate Day Count Fraction: 30/360

Fixed Rate Payer Payment Dates: 29 June and 29 December in each year, from and including 29 December 2007, up to and including the Termination Date, subject to adjustment in accordance with the Business Day Convention specified immediately below, and there will be No Adjustment to the Calculation Period.

Business Day Convention: Modified Following

Business Days: New York and London

Floating Amounts

Floating Rate Payer: UBS AG

Floating Rate Payer Calculation Amount: USD 50,000,000.00

Floating Rate Option: USD-LIBOR-BBA

Designated Maturity: 3 months

Floating Rate Day Count Fraction: Actual/360

Spread: None

Floating Rate Payer Payment Dates: 29 March, 29 June, 29 September and 29 December in each year, from and including 29 September 2007, up to and including the Termination Date, subject to adjustment in accordance with the Business Day Convention specified immediately below

Business Day Convention: Modified Following

Reset Dates: First day of each Calculation Period

Compounding: Inapplicable

Business Days: New York and London

Early Termination

Mandatory Early Termination: Applicable

Exercise Business Days: New York and London

Calculation Agent: UBS AG, unless otherwise stated in the Schedule to the Master Agreement

Procedure for Exercise

Expiration Date: The date that is two Exercise Business Days preceding the Cash Settlement Payment Date.

Earliest Exercise Time: 9:00 am, New York



UBS AG Ref: 37584991

UBS S.N.L. 3
(UBS Internal use only)

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Expiration Time:	11:00 am, New York
Partial Exercise:	Inapplicable
Multiple Exercise	Inapplicable
<u>Settlement Terms</u>	
Cash Settlement:	Applicable
Cash Settlement Valuation Time:	11:00 am, New York
Cash Settlement Valuation Date:	The date that is two Valuation Business Days preceding the Cash Settlement Payment Date.
Cash Settlement Payment Date:	29 June 2007
Valuation Business Days:	New York and London
Business Day Convention for Cash Settlement Payment Date:	Modified Following
Cash Settlement Method:	Cash Price
Settlement Rate:	Inapplicable
Quotation Rate:	bid



Relationship Between Parties

Each party will be deemed to represent to the other party on the date on which it enters into this Transaction that (in the absence of a written agreement between the parties which expressly imposes affirmative obligations to the contrary for this Transaction):-

(a) Non-Reliance. Each party is acting for its own account, and has made its own independent decisions to enter into this Transaction and this Transaction is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. Each party is not relying on any communication (written or oral) of the other party as investment advice or as a recommendation to enter into this Transaction; it being understood that information and explanation relating to the terms and conditions of this Transaction shall not be considered investment advice or a recommendation to enter into this Transaction. No communication (written or oral) received from the other party shall be deemed to be an assurance or guarantee as to the expected results of this Transaction.

(b) Assessment and Understanding. Each party is capable of assessing the merits of and understands (on its own behalf or through independent professional advice), and accepts, the terms, conditions and risks of this Transaction. Each party is also capable of assuming, and assumes, the risks of this Transaction.

(c) Status of the Parties. Neither party is acting as a fiduciary for or as an adviser to the other in respect of this Transaction.

References in this clause to "a party" shall, in the case of UBS AG, London Branch and where the context so allows, include references to any affiliate of UBS AG, London Branch.

33-5935

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Account Details:

Currency: USD
Favour: UBS AG, Stamford Branch
Swift Address: UBSWUS33XXX
Further Credit To: UBS AG, London Branch
Swift Address: UBSWGB2LXXX
Account No: 101-WA-140007-000

Offices

(a) The office of UBS AG for the Cancellable Swap Transaction is LONDON and
(b) The office of the Counterparty for the Swap Transaction is TAMPA, FL.

Contact Names at UBS AG

Pre Value Payments: Pre Value Payment Investigations: (44) 20 7568 2665
Post Value Payments: Post Value Payment Investigations: (44) 20 7567 8999
Confirmation Queries: Confirmation Control: (44) 20 7568 0211
(Management Escalation Only)
(44) 20 7567 4557
ISDA Documentation: Credit Risk Management:
Swift: UBSWGB2L
Fax: (44) 20 7567 2685 or 2990
Address: 100 Liverpool Street, London, EC2M 2RH
UBS AG



Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the Transaction to which this Confirmation relates and indicates your agreement to those terms or by sending to us a return letter or facsimile in the form attached.

Yours Faithfully
For and on behalf of

UBS AG LONDON BRANCH

By:

By:

Name: Christopher Dingle
Title: Director

Name: Jonathan McTernan
Title: Director

Acknowledged and agreed by Tampa Electric Company as of the Trade Date specified above:

By:
Name: S.W. Callahan
Title: Treasurer and Assistant Secretary

By: ...
Name:
Title:

UBS AG London Branch, 1 Finsbury Avenue, London EC2M 2PP
UBS AG is a member of the London Stock Exchange and is authorised and regulated in the UK by the Financial Services Authority
Representatives of UBS Limited introduce trades to UBS AG via UBS Limited

33-5 p 34

TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
Non-regulated elimination
Historical Year Ending December 31, 2007

APR 10 10 17

CONFIDENTIAL

TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
AUDIT REQUEST: TEC-28-07
REQUEST NO. 1
PAGE 1 OF 1
FILED: SEPTEMBER 19, 2008

Reference: MFR Schedule D-2
MFR Schedule F-1
MFR Schedule F-2

The information below was taken from the MFR schedules referenced above

Common Equity	MFR Sch - D2	MFR Schedule
TEC	1,532.7	
PGS	288.3	
	1,801.0	1,801 F-2 pg 168
Non-Reg	[REDACTED]	
TECO (parent)	2,032.8	2,033 F-1 pg 208
Eliminations	[REDACTED]	
TECO Consolidated	2,017.1	2,017 F-2 pg 105

3A p 122



Please provide the following

- Identify by segment (entity) the non-regulated operations balance of \$ [REDACTED] million

A.

	Total Common Equity
TECO Finance	\$ [REDACTED]
TECO Investments	[REDACTED]
TECO Guatemala	[REDACTED]
TECO Oil & Gas	[REDACTED]
TECO Diversified	[REDACTED]
	\$ [REDACTED]

*Totals may be affected due to rounding.

CONFIDENTIAL

39-121

SOURCE	PBC	DRK TEC-28-07	CONFIDENTIAL	39-1
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TAMPA ELECTRIC COMPANY
 DOCKET NO. 080317-EI
 AUDIT REQUEST: TEC-28-07
 REQUEST NO. 2
 PAGE 1 OF 1
 FILED: SEPTEMBER 19, 2008

Reference: MFR Schedule D-2
 MFR Schedule F-1
 MFR Schedule F-2

The information below was taken from the MFR schedules referenced above

Common Equity	MFR Sch - D2		MFR Schedule
TEC	1,532.7		
PGS	268.3		
	1,801.0	1,801	F-2 pg 166
Non-Reg			
TECO (parent)	2,032.6	2,033	F-1 pg 208
Elimination			
TECO Consolidated	2,017.1	2,017	F-2 pg 105



Please provide the following

- Identify by segment (entity) the elimination balance of \$ [REDACTED] million

A:

	Total Eliminations
Tampa Electric	\$ (1,537.9)
Peoples Gas	268.1
TECO Finance	[REDACTED]
TECO Investments	[REDACTED]
TECO Guatemala	[REDACTED]
TECO Oil & Gas	[REDACTED]
TECO Diversified	[REDACTED]
\$	[REDACTED]

391,2

TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket # 080317-EI ACN 08-234-2-1
Plaza Lease
Historical Test Year Ending December 31, 2007

10/06

CONFIDENTIAL

Tampa Electric
TECO Plaza Lease

	annual	per month	Actual
Plaza Lease payment in 2007	\$ [REDACTED]	\$ [REDACTED]	
Plaza Expense in 2007	\$ 1,868,533.75	\$ 155,711.15	5yr Average
Deferred Expense in 2007	\$ [REDACTED]	\$ [REDACTED]	
Utility Lease expense in 2007 w/ sales tax	\$ 1,172,111.43	varies	
Non-Utility Lease expense in 2007 w/ sales tax	\$ 817,808.55	varies	
Total Lease expense with sales tax	\$ 1,989,919.98		
Plaza Expense in 2007 (above)	\$ 1,868,533.76		
Difference	\$ 121,386.23		
Sales tax on lease payment @ 6.5%	\$ 121,386.16		

Handwritten notes: 43-8/2-1 p 3, 43-8/2-1 p 4, Acct [25319, 25320], 12p 21, 1/2 F10115 EL

Utility Lease expense (Jan '07)	\$ 93,247.85
Total Lease expense with sales tax	\$ 155,711.15
Utility Lease expense % of Total (Jan '07)	59.89%
Deferred Expense in 2007	x \$ [REDACTED]
Utility Deferred Expense (Jan '07)	\$ [REDACTED]

Handwritten notes: TEC space



43-8/2-1 p 1

Tampa Electric
TECO Plaza Lease


	annual	per month
Plaza Lease payment in 2007	\$ [REDACTED]	\$ [REDACTED]
Plaza Expense in 2007	\$ 1,868,533.75	\$ 155,711.15
Deferred Expense in 2007	\$ [REDACTED]	\$ [REDACTED]

Utility Lease expense in 2007 w/ sales tax	\$ 1,172,111.43	varies
Non-Utility Lease expense in 2007 w/ sales tax	\$ 817,808.55	varies
Total Lease expense with sales tax	\$ 1,989,919.98	
Plaza Expense in 2007 (above)	\$ 1,868,533.75	
Difference	\$ 121,386.23	
Sales tax on lease payment @ 7%	\$ 121,386.16	

Utility Lease expense (Jan '07)	\$ 93,247.95
Total Lease expense with sales tax	/ \$ 155,711.15
Utility Lease expense % of Total (Jan '07)	59.89%
Deferred Expense in 2007	x \$ [REDACTED]
Utility Deferred Expense (Jan '07)	\$ [REDACTED]

PBC

43-8
2-1 p2

SOURCE  NEX TEC-00-07 **CONFIDENTIAL** 43-8
2-1

STANDARD BUSINESS FORM NO. 656 (1977) (417) 504-2026 Fax (417) 504-8008 Email: tamptec@aol.com

TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
Plaza Lease
Historical Test Year Ending December 31, 2007

10/08

CONFIDENTIAL

H:\T&S Financials\Journal Entries\2008\Plaza\Plaza Lease Amortization Schedule JE90067 Revised 09_24_2008.xls\Amort

File name: 2005 Plaza Lease
Last updated: 10/01/2005
By:

TOTAL COST

Original Lease Amount	37,370,675.00
Additional Improvement Notes	0.00
Additional Equity	0.00
Total Cost	37,370,675.00

PAYMENT TERMS

ORIGINAL MORTGAGE:

Payment Period	Rate	Monthly Pmt	Total	Annual
10/01/05 to 10/01/07	NA	NA	0.00	
[REDACTED]	1.0000000%	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	1.0000000%	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	1.0000000%	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	1.0000000%	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	1.0000000%	[REDACTED]	0.00	
TOTAL PAYMENTS ON ORIGINAL MORTGAGE OVER 20 YEARS			37,370,675.00	

TOTAL LEASE PAYMENTS OVER 20 YEARS

37,370,675.00

AVERAGE MONTHLY EXPENSE

Average Monthly Expense - Original Mortgage	155,711.15
Average Monthly Expense - Improvement Notes	0.00
Average Total Monthly Expense *	155,711.15



← before color fax is accrued

43.8
2-1 p

Per Auditor:

The above terms and amounts were reconciled to the Plaza Lease provided in Doc Reg TEL-60-07. The lease was confidential. We reviewed and returned.

The company calculates annual plaza lease expense based on five year average of lease cost that includes escalation in subsequent years. The difference between 5yr average and actual lease payments is posted to deferral account and included in working capital calculation. Act 25319. Utility & 25320. non-utility 12p21

43.8
2-1 p3

42	43	SOURCE	PBC	Doc Reg TEL-60-07	CONFIDENTIAL	43.8 2-1 p3
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BATES STAMPED PAGES

72 THROUGH 621

ARE REDACTED