

# AUSLEY & McMULLEN

ATTORNEYS AND COUNSELORS AT LAW

227 SOUTH CALHOUN STREET  
P.O. BOX 391 (ZIP 32302)  
TALLAHASSEE, FLORIDA 32301  
(850) 224-9115 FAX (850) 222-7560

May 7, 2008

HAND DELIVERED

RECEIVED-FPSC  
08 MAY -7 PM 3:07  
COMMISSION  
CLERK

Ms. Ann Cole, Director  
Office of Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, Florida 32399-0850

080254

Re: Petition of Tampa Electric Company for Approval of Standard Interconnection Agreement for Non-Export, Parallel Operators

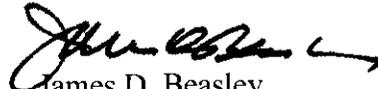
Dear Ms. Cole:

Enclosed for filing in the above docket are the original and fifteen (15) copies of Tampa Electric Company's Petition for Approval of Standard Interconnection Agreement for Non-Export, Parallel Operators.

Please acknowledge receipt and filing of the above by stamping the duplicate copy of this letter and returning same to this writer.

Thank you for your assistance in connection with this matter.

Sincerely,

  
James D. Beasley

CMP \_\_\_\_\_

CGM \_\_\_\_\_

CTR \_\_\_\_\_

ENC \_\_\_\_\_

JDB/pp  
Enclosure

FLC \_\_\_\_\_

GFC \_\_\_\_\_

RCN \_\_\_\_\_

SLP \_\_\_\_\_

TRF \_\_\_\_\_

WJ \_\_\_\_\_

CLK \_\_\_\_\_

DOCUMENT NUMBER-DATE

03756 MAY-7 8

FPSC-COMMISSION CLERK

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition of Tampa Electric Company )  
for Approval of Standard Interconnection )  
Agreement for Non-Export, Parallel )  
Operators. )  
\_\_\_\_\_ )

DOCKET NO. \_\_\_\_\_  
FILED: May 7, 2008

**PETITION OF TAMPA ELECTRIC COMPANY  
FOR APPROVAL OF STANDARD INTERCONNECTION  
AGREEMENT FOR NON-EXPORT, PARALLEL OPERATORS**

Tampa Electric Company ("Tampa Electric" or "the company") hereby petitions the Commission for approval of its Standard Interconnection Agreement for Non-Export, Parallel Operators ("Non-Export Agreement") and, as grounds therefor, says:

1. Tampa Electric is an investor-owned electric utility operating under the jurisdiction of this Commission and serving retail customers in Hillsborough and portions of Polk, Pinellas and Pasco Counties in Florida. The company's principal offices are located at 702 North Franklin Street, Tampa, Florida 33602.

2. The persons to whom all notices and other documents should be sent in connection with this docket are:

Lee L. Willis  
James D. Beasley  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, FL 32302  
(850) 224-9115  
(850) 222-7952 (fax)

Paula K. Brown, Administrator  
Regulatory Coordination  
Tampa Electric Company  
Post Office Box 111  
Tampa, FL 33601  
(813) 228-1444  
(813) 228-1770 (fax)

3. Tampa Electric seeks approval of its Non-Export Agreement which will be required for customers that install and operate electric generators of 10 MVA or less that may operate in parallel with Tampa Electric's distribution system (13.2 kV and less), that are used

DOCUMENT NUMBER-DATE

03756 MAY-7 8

FPSC-COMMISSION CLERK

solely to offset all or a portion of their electricity requirements or as back-up generation in the event an electrical service outage, and that are in compliance with:

1. IEEE-1547 and standards referenced by IEEE-1547;
2. The National Electrical Code;
3. State and local building codes, mechanical codes, and electrical codes; and
4. The manufacturer's installation, operation, and maintenance instructions.

4. Customers that parallel the company for 100 milliseconds or less to accomplish a "hot" transfer are not eligible for a Non-Export Agreement and must make other arrangements with the company regarding their parallel interconnection.

5. While the Company's tariff currently includes a Commission-approved "Interconnection Agreement" for qualifying facilities that addresses the mutual safety and liability concerns associated with parallel operation, many of the conditions and requirements of the "Interconnection Agreement" are related to the export of power to the company's system and unnecessary in situations where the customer's generation is intended for internal consumption by the customer's on-site facilities only. The company is therefore proposing the Non-Export Agreement to accommodate customers who install generating equipment which will be operated in parallel with, but will not deliver power to, the company's system.

6. The proposed Non-Export Agreement is not a required filing under Rule 25-6.065, Florida Administrative Code, but is being filed concurrently with those filings as many of the issues that arise with regard to this filing are similar and the language contained in the proposed Non-Export Agreement has been developed in association with those proposed agreements.

7. Tampa Electric has many customers requesting this service and has developed this agreement to facilitate accommodating those requests in order to assure the safe and reliable operation of both the customer's and Tampa Electric's systems.

8. As part of the Non-Export Agreement, Tampa Electric is requesting that a \$500 charge for processing the agreement be approved. This charge is fully cost supported, and will recover the cost incurred in processing the request for this service, as well as inspecting the site to assure compliance with the agreement terms and conditions. Cost support for this charge is provided as Exhibit "A" attached.

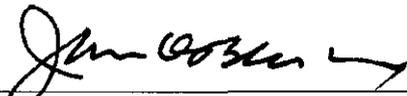
9. Attached hereto as Exhibit "B" are the tariff sheets in standard and legislative format reflecting Tampa Electric Company's proposed Non-Export Agreement. The company proposes that these tariff sheets be approved effective in the first billing cycle of the month following the month in which the tariff sheets are approved.

10. Tampa Electric is not aware of any disputed issues of material fact relating to the matters proposed in this petition.

WHEREFORE, Tampa Electric Company respectfully requests the Commission consider and approve the company's proposed Non-Export Agreement attached hereto as Exhibit "A", effective in the first billing cycle of the month following the month in which the tariff sheets are approved.

DATED this 7<sup>th</sup> day of May 2008.

Respectfully submitted,



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LEE L. WILLIS  
JAMES D. BEASLEY  
Ausley & McMullen  
Post Office Box 391  
Tallahassee, FL 32302  
(850) 224-9115

ATTORNEYS FOR TAMPA ELECTRIC COMPANY

Exhibit "A"

**10 MVA**  
**Application Fee for Non-Export Interconnection**

Line No.		(1) Hours	(2) Weighted Costs, \$/Hr	(3) Total \$/Unit	(4)	
					* Loading Factor for non-productive time, direct benefits, other payroll costs and A&G.	72.0%
1	Customer Service (Administrative) Labor Expenses	0.5	\$ 20.89	\$ 10.45		
2						
3	Service Coordinator	2.0	\$ 37.50	\$ 75.00		
4						
5	Engineer Inspection and Travel Time	4.0	\$ 40.57	\$ 162.28	(5)	
6					Loading factor for supervisory and administrative overhead	43%
7	Payroll and A&G loading factor		72.00%	\$ 178.36		
8						
9	Administrative and Overhead loading factor		43%	\$ 106.52		
10						
11	Subtotal of Field Labor and Loadings (1) + (3) +(5) + (7) + (9)			<u>\$ 532.61</u>		
12						
13	Vehicles (Transportation) Costs	25 miles	\$ 0.51	\$ 12.75		
14						
15	Total Cost of Providing Service (11) + (13)			-----> <u><u>\$ 545.36</u></u>		

**Description of Service:**

One Source Customer Engineering Representative (CER) receives a verbal request from customer, collects and enters customer information into WorkPro and creates a Work order. CER assigns work order to appropriate Service Coordinator. A Technical Clerk prints form and mails to customer or advises customer on how to obtain information on the web site. Service Coordinator reviews Interconnect Application and contacts the customer. The application is assigned to an engineer for inspection. The engineer would drive to the site and inspect the equipment to ensure that it meets all IEEE standards and all TEC electrical and safety requirements for interconnection. The field order in the Work Management System is closed.

**NOTES:**

\* Energy Delivery's labor loading factor used in calculating the costs for Job Orders, CIAC, Chargeable, Work and Property Damage. Includes a labor loading factor of 48.9% for nonproductive time, benefits, other taxes.

Exhibit "B"



**STANDARD INTERCONNECTION AGREEMENT FOR  
NON-EXPORT PARALLEL OPERATORS  
10 MVA OR LESS**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida and Tampa Electric Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

**WITNESSETH:**

**WHEREAS**, a Non-Export Parallel Operator (NPO) is a generating system that runs in parallel with the Company, is rated at no more than 10 megavolt-amperes (MVA) alternating current (AC) power output and is primarily intended to offset part or all of a customer's existing electricity requirements, but never exports power into the Company's supply grid. A Customer that parallels the Company for 100 milliseconds or less to accomplish a "hot" transfer is not considered to be a NPO.

**WHEREAS**, the Customer has made a request to interconnect its owned or leased NPO with the Company's electrical supply grid at a standard service voltage (13.2 kilovolts or less) as specified in the Company's Standard Electrical Service Requirements.

**NOW, THEREFORE**, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

1. The Customer certifies that the NPO equipment, its installation, its operation and its maintenance shall be in compliance with: IEEE-1547 and standards referenced by IEEE-1547; the National Electrical Code; state and local building codes, mechanical codes, and electrical codes; and the manufacturer's installation, operation, and maintenance instructions.
2. The Customer's NPO will generate power only for the Customer's own use and shall not export power into the Company's supply grid. The Customer shall not energize the Company's system when the Company's system is de-energized. The Customer shall cease to energize the Company's system during a faulted condition on the Company's system. The Customer shall cease to energize the Company's system prior to the automatic or non-automatic reclosing of the Company's protective device(s). The protective scheme used to accomplish the non-export design shall be approved by the System Security Department of the Company.



3. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the Company.
4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.
5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service
6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal.
7. The Customer shall pay to the Company a one-time, nonrefundable charge of **\$500** for processing this Agreement.
8. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
9. The Customer is responsible for the protection of its generation equipment, interconnection equipment, inverters, protection devices, and other system components from damage from the normal and abnormal operations that occur on the Company's utility system in delivering and restoring system power. The Customer is also responsible for ensuring that the NPO equipment is inspected, maintained, and tested regularly in accordance with the manufacturer's instructions to ensure that it is operating correctly and safely.



10. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customer's main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.
11. The Company may open the switch, isolating the NPO, without prior notice to the Customer. To the extent practical, however, prior notice shall be given. The switch will be re-closed by the Company as soon as practical once the conditions causing the disconnection cease to exist. Typical conditions which may require the switch to be opened are:
  - Company utility system emergencies or maintenance requirements.
  - Hazardous conditions existing on the Company's utility system due to the operation or mis-operation of the Customer's NPO generation or protective equipment as determined by the Company.
  - Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
  - Failure of the Customer to maintain the required insurance for the duration of this Agreement.
12. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.



13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
14. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
15. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.
16. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
17. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge.
18. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
19. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.



- 20. The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference.
- 21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.
- 22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.
- 23. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

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

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

CUSTOMER  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

WITNESSES:  
\_\_\_\_\_  
\_\_\_\_\_

COMPANY  
By: \_\_\_\_\_  
Its: \_\_\_\_\_



**STANDARD INTERCONNECTION AGREEMENT FOR  
NON-EXPORT PARALLEL OPERATORS  
10 MVA OR LESS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, (hereinafter called "Customer"), located at \_\_\_\_\_ in \_\_\_\_\_, Florida and Tampa Electric Company (hereafter called "Company"), a corporation organized under the laws of the State of Florida. The Customer and the Company shall collectively be called the "Parties".

**WITNESSETH:**

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**NOW, THEREFORE**, that and for the mutual covenants and agreements expressed herein, the Company and the Customer agree as follows:

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**ISSUED BY:** C. R. Black, President

**DATE EFFECTIVE:**



3. The Customer shall provide a copy of the manufacturer's installation, operation, and maintenance instructions to the Company.
4. The Company shall not provide service under conditions requiring operation in parallel with generation equipment connected to the Customer's system if, in the opinion of the Company, such operation is hazardous or may interfere with its own operations or service to other customers or with service furnished by others.
5. The Customer shall have the completed NPO inspected and approved by the appropriate code authority having jurisdiction. The Customer shall provide proof of this inspection and approval to the Company. The Company shall also inspect and approve the NPO. All such inspections and approvals shall be completed before the NPO may be put into service
6. The Customer shall maintain general liability insurance for personal injury and property damage in the amount of not less than one million dollars (\$1,000,000). The Customer shall provide to the Company initial proof of insurance in the form of a certificate evidencing the Customer's insurance coverage in effect at the time of interconnection. The certificate shall list the NPO as a covered addition to the Customer's insured property. The Customer shall submit similar proof of continuing insurance coverage within 30 days of any policy renewal.
7. The Customer shall pay to the Company a one-time, nonrefundable charge of \$500 for processing this Agreement.
8. The Customer shall pay the Company a "Contribution in Aid to Construction" (CIAC) to design, procure, construct, and install any Company owned system upgrades necessary to accommodate the NPO.
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10. The Customer shall install, at the Customer's expense, a manual disconnect switch of the visible load break type (or a type mutually agreed to by the Customer and the Company) to provide a separation point between the self contained electrical meter or the meter's current transformers and the point where the NPO connects to the Customer's system or the Customers main disconnect such that back feed from the NPO to the Company's utility system can not occur when the switch is in the open position. The manual disconnect switch shall be mounted separate from the meter socket on an exterior surface adjacent to the meter. The switch shall be readily accessible to the Company and capable of being locked in the open position with a Company padlock. When locked and tagged in the open position by the Company, this switch will be under the control of the Company.

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- Company utility system emergencies or maintenance requirements.
- Hazardous conditions existing on the Company's utility system due to the operation or mis-operation of the Customer's NPO generation or protective equipment as determined by the Company.
- Adverse electrical effects (such as power quality problems) on the electrical equipment of the Company's other electric consumers caused by the NPO as determined by the Company.
- Failure of the Customer to maintain the required insurance for the duration of this Agreement.

12. The Customer agrees to indemnify and hold harmless the Company, its subsidiaries or affiliates, and their respective employees, officers and directors, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Company, its subsidiaries, affiliates, and their respective employees, officers and directors may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Customer under the obligation of this Agreement. The Company agrees to indemnify and hold harmless the Customer, against any and all liability, loss, damage, cost or expense, including attorney's fees, which the Customer may hereafter incur, suffer or be required to pay by reason of negligence on the part of the Company under the obligations of this Agreement.



13. In no event shall any statement, representation, or lack thereof, either express or implied, by the Company, relieve the Customer of exclusive responsibility for the Customer's NPO. Specifically, any Company inspection of the NPO shall not be construed as confirming or endorsing the NPO design or its operating or maintenance procedures nor as a warranty or guarantee as to the safety, reliability, or durability of the NPO equipment. The Company's inspection, acceptance, or its failure to inspect shall not be deemed an endorsement of any NPO equipment or procedure.
14. The Company will furnish, install, own and maintain metering equipment to measure the kilowatt-hours (kWh) delivered by the Company to the Customer, and if applicable, the kilowatt demand and time of use.
15. The Customer agrees to permit the Company, if it should so choose, to inspect the NPO and its component equipment and the documents necessary to insure compliance with various sections of this Agreement, both before and after the Customer's NPO goes into service, and to witness the initial testing of the Customer's NPO equipment and protective apparatus.
16. Once the Company has received the Customer's written documentation that the requirements of this Agreement have been met and the correct operation of the manual switch has been demonstrated to a Company representative, the Company will within, 10 business days, send written notice that parallel operation of the NPO may commence.
17. The Customer shall not have the right to assign its benefits or obligations under this Agreement without the Company's prior written consent and such consent shall not be unreasonably withheld. The Company may require the assignee to sign a new copy of this Agreement, agreeing to all its requirements and paying the applicable processing charge.
18. In executing this Agreement, the Company does not, nor should it be construed to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Customer or any assignee of this Agreement.
19. This Agreement shall be governed by and construed and enforced in accordance with the laws, rules and regulations of the State of Florida and the Company's Tariff as it may be modified, changed, or amended from time to time.



20. The Company's Tariff and associated technical terms and abbreviations, general rules and regulations and standard electric service requirements (as may be applicable) are incorporated by reference.

21. On termination of services pursuant to this Agreement, the Company shall open and padlock the manual disconnect switch and remove any additional metering equipment related to this Agreement. At the Customer's expense, within 10 working days following the termination, the Customer shall permanently isolate the NPO and any associated equipment from the Company's electric supply system, notify the Company that the isolation is complete, and coordinate with the Company for return of the Company's lock.

22. This Agreement supersedes all previous agreements and representations either written or verbal heretofore made between the Company and Customer with respect to matters herein contained. This Agreement, when duly executed, constitutes the only Agreement between parties hereto relative to the matters herein described.

23. This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto. If this agreement is assigned, the Customer shall notify the Company prior to the effective date of the assignment.

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

WITNESSES: \_\_\_\_\_ CUSTOMER  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

WITNESSES: \_\_\_\_\_ COMPANY  
By: \_\_\_\_\_  
Its: \_\_\_\_\_