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CONFIDENTIAL

DOCUMENT DESCRIPTION:

TECO (Beasley) - (CONFIDENTIAL) Audit workpapers pursuant to Audit Control No. 08-234-2-1 (Bates stamped pages 1-621). [See DNs 10567-08 and 10568-08] [CLK note: Request withdrawn; document declassified and forwarded to docket file.]

***This document number has been assigned to a confidential document. For further information, contact the Office of Commission Clerk.**

E-MAIL: CLERK@PSC.STATE.FL.US PHONE NO. (850) 413-6770 FAX NO. (850) 717-0114

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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

DIRECT DIAL - (850) 425-5485
REAL ESTATE FAX - (850) 222-7952

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November 20, 2008

HAND-DELIVERED

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

Re: Petition for Rate Increase by Tampa Electric Company
FPSC Docket No.: 080317-EI

CONFIDENTIAL DOCUMENT ENCLOSED

Dear Ms. Cole:

Enclosed is a single confidential version staff audit workpapers pursuant to audit control #08-234-2-1, marked "CONFIDENTIAL" and either hi-lighted in yellow or printed on yellow paper stock (Bate stamp pages 1 through 621). This information is the subject of a Request for Confidential Classification simultaneously filed this date. We would appreciate you protecting the enclosed workpapers from public disclosure.

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.

Yours truly,

James D. Beasley

JDB/ktm
Enclosure

cc: All Parties of Record (w/out encl.)

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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	$34,468,778
2003	30% & 50% Bonus	$45,191,417
2004	30% & 50% Bonus	$74,728,865
2008	50% Bonus	$45,467,158

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.

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Date	Meeting	Comments
01/20/1999	Regular Directors Meeting	**Approved 1999 construction and operating budgets**
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	**Approved 2000 construction and operating budgets**
04/19/2000	Regular Directors Meeting	No issues noted
07/19/2000	Regular Directors Meeting	Approved $81million purchase of 7th combustion turbine at Gannon
10/18/2000	Regular Directors Meeting	No issues noted
01/18/2001	Regular Directors Meeting	**Approved 2001 construction and operating budgets** 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 8-1 p 1-3	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 **Authorized real estate purchases up to $1 million**
07/18/2001	Regular Directors Meeting	Increased number of directors from 11 to 12
10/17/2001	Regular Directors Meeting	**Authorized increase in short-term debt limit to $500 million**
01/16/2002	Regular Directors Meeting	**Approved 2002 construction and operating budgets** 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	**Authorized the increase in outstanding commercial paper to $500 million**
09/23/2002	Special Directors Meeting	**Accelerated to October common stock dividend** **Authorized up to $350 million distribution to its sole shareholder TECO Energy**
10/16/2002	Regular Directors Meeting	**Authorized the sale of gasification equipment at Polk Power** **Rescinded the $350 million distribution to its sole shareholder TECO Energy** **Authorized 3 officers to execute hedging master trading agreements**
01/28/2003	Regular Directors Meeting	**Approved 2003 construction and operating budgets**
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 8-1 p 6-8	Regular Directors Meeting	**Authorized $18 million distribution to TECO Energy as return of capital** 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 8-1 p 9-13	Regular Directors Meeting 8-1 p 14-15	**Approved 2004 construction and operating budgets** 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 8-1 p 16-18	Directors Meeting	Authorizes creation of TEC Receivables Corp. contributes up to $150 million in funding
01/26/2005	Directors Meeting	**Approved 2005 construction and operating budgets**
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	**Restricted fixed-price energy commodity transactions exceeding $100 million to require approval by the BOD's**

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TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
Review of BOD minutes 9/08
Historical Test Year Ending December 31, 2007

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10/25/2005	Directors Meeting	Approves up to $91.4 million for 300MW expansion at Polk Power Station including the purchase of 2-150MW turbines Approved the redemption and refinancing of $85,950,000 of HCID Pollution Control Bonds
01/25/2006	Directors Meeting	**Approved 2006 construction and operating budgets** Authorized the continued issuance of $250 million in new long-term notes
04/26/2006	Directors Meeting	No issues noted
07/25/2006	Directors Meeting	Approved 2006 storm contingency short-term debt limit up to $200 million
10/24/2006	Directors Meeting	Approve the issuance of $75 million in bonds to refinance the HCID Pollution Control Bonds
01/31/2007	Directors Meeting	**Approved 2007 construction and operating budgets** Approve the issuance of $125.8 million in bonds to refinance the HCID Pollution Control Bonds Authorized the issuance of $250 million in new long-term notes **Approved officer authorizations to acquire fee simple land on behalf of PGS for right-of-way in Hillsborough and Manatee Counties by all means necessary**
05/02/2007	Directors Meeting	Authorized credit line increased to $325 million
08/01/2007	Directors Meeting	**Approved 2007 storm contingency short-term debt limit up to $200 million**
10/18/07	Directors Meeting	**Approved Transition Services agreement with TECO Transport**
11/01/07	Directors Meeting	Approved up to $237 million for purchase and installation of 5 combustion turbines
01/30/2008	Directors Meeting	**Approved 2008 construction and operating budgets** Authorized the continued issuance of $250 million in new long-term notes
04/30/2008	Directors Meeting	Approved authority to review and act on Phase 1 of an agreement with JEA to extend a NG pipeline down east coast of FL limited to $42 million
06/23/2008	Consent Directors Meeting	Approve NG pipeline down east coast of FL limited to $49.5 million

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41 42 43 SOURCE PBG DR# TEC-13-07 CONFIDENTIAL 8

INTEGRITY BUSINESS FORMS, INC. Phone: (847) 699-2626 Fax: (847) 699-4608 Email: integbus@aol.com

REGULAR DIRECTORS' MEETING, APRIL 18, 2001

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

being the entire Board.

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

PBS

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.

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Secretary Pro Tempore

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At this point, R. K. Eustace, 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. E. 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:

PBC

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

PBC

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SPECIAL DIRECTORS' MEETING, SEPTEMBER 23, 2002 8p1

A Special Meeting of the Board of Directors of Tampa Electric Company was held at five o'clock in the afternoon. A waiver of notice signed by the only Director who was not in attendance is filed with the minutes of this meeting. All the Directors and other persons present participated by means of a telephone conference call by which all of those in attendance simultaneously heard each other during the meeting.

There were present:

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

being more than a quorum of the Board.

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

PBC

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

G. L. Gillette, Senior Vice President-Finance, and S. M. McDevitt, General Counsel, were also present.

Mr. Fagan reported on recently announced and pending ratings downgrade for the Company's parent, TECO Energy, Inc. ("TEI"), and on TEI's plan to exchange its existing notes which mature on October 1, 2002 with new notes. He reported that TEI was seeking a standby financing arrangement from Credit Suisse First Boston Corporation or its affiliates ("CSFB"), which may require TEI to provide security as part of such arrangement.

Mr. Fagan reported that a new debt rating for TEI was expected from Moody's the following day and that Moody's had not revealed any information as to what its new rating would be. He pointed out that a rating equivalent to BBB- or below from Moody's would trigger a requirement for TEI to provide certain letters of credit in a very short period of time, and as a result TEI was preparing for such an event by seeking to maximize its financial flexibility and its access to cash on a short-term basis. Accordingly, Mr. Fagan recommended that the Board approve two actions. The first was the acceleration of the Company's regular quarterly dividend to TEI of an estimated $60-75 million which typically would be declared at the next regular meeting of the Board on October 16, 2002. The second, which was to provide flexibility should TEI incur a ratings trigger upon the release of the new Moody's rating the following day, called for the Board to approve additional distributions to TEI of up to $350 million of funds that may become available from the Company's existing credit arrangements. These two actions

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were requested, notwithstanding that the meeting was noticed as a meeting of the Board of TECO Energy, Inc. and not of Tampa Electric Company, and thus no informational materials on these two actions had been provided to the Board.

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

RESOLVED, that a dividend on the Common Stock of this Company, without par value, to the Company's sole shareholder, on such date and in such available amount not to exceed $75 million as may be designated by the Chief Financial Officer or his designee, is hereby approved; and further

RESOLVED, that additional distributions on the Common Stock of this Company, without par value, to the Company's sole shareholder, on such dates and in such available amounts not to exceed an aggregate of $350 million as may be designated by the Chief Financial Officer or his designee, are hereby approved.

There being no further business to come before the meeting, it was, on motion duly made and seconded, unanimously:

RESOLVED, to adjourn.

A true record.

PBC

Attest:

Secretary

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ADJOURNED DIRECTORS' MEETING, APRIL 22, 2003 8p1

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:

PBC

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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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.

PBC

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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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

PBC

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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

PBC

****

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. Lehfeldt, 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. Shackleford, 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.

RBC

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 depositary 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 depositary 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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8-1-11

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.

Mr. Cantrell then presented information on the 2004 Business Plans for Tampa Electric and Peoples Gas System, and a discussion ensued. He referred the Board to the copies of the 2003 construction expenditures and 2004 budget information included in the Board Book.

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

RESOLVED, that Tampa Electric's and Peoples Gas System's construction expenditures in 2003, the estimates of which were previously authorized by this Board, are hereby approved; and further

RESOLVED, that the Board of Directors hereby approves the 2004 construction budgets, the budgeted 2004 revenues, expenses and income and the budgeted balance sheets for December 31, 2004 of Tampa Electric and of Peoples Gas System; and further

RESOLVED, that the Secretary be directed to file with the minutes of this meeting Tampa Electric's actual construction expenditures during 2003, its estimates for the year 2004, its budgeted 2004 Income Statement and its budgeted Balance Sheet for December 31, 2004 as Exhibits A, B, C and D, respectively; and further

PBC

RESOLVED, that the Secretary be directed to file with the minutes of this meeting Peoples Gas System's actual construction expenditures during 2003, its estimates for the year 2004, its budgeted 2004 Income Statement and its budgeted Balance Sheet for December 31, 2004 as Exhibits E, F, G and H, respectively.

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

PBC

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TAMPA ELECTRIC COMPANY

ACTION BY CONSENT IN LIEU OF DIRECTORS' MEETING

MARCH 19, 2004 8 p 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:

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

Filed in the records of the Company on _____, 2004.

By: _____
D. E. Schwartz
Secretary

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ELECTRIC MINUTES 1904 C, MISC 4xx

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MAR-22-2004 10:21 96% TOTAL P.04 P.03

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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

PBC

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

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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

PBC

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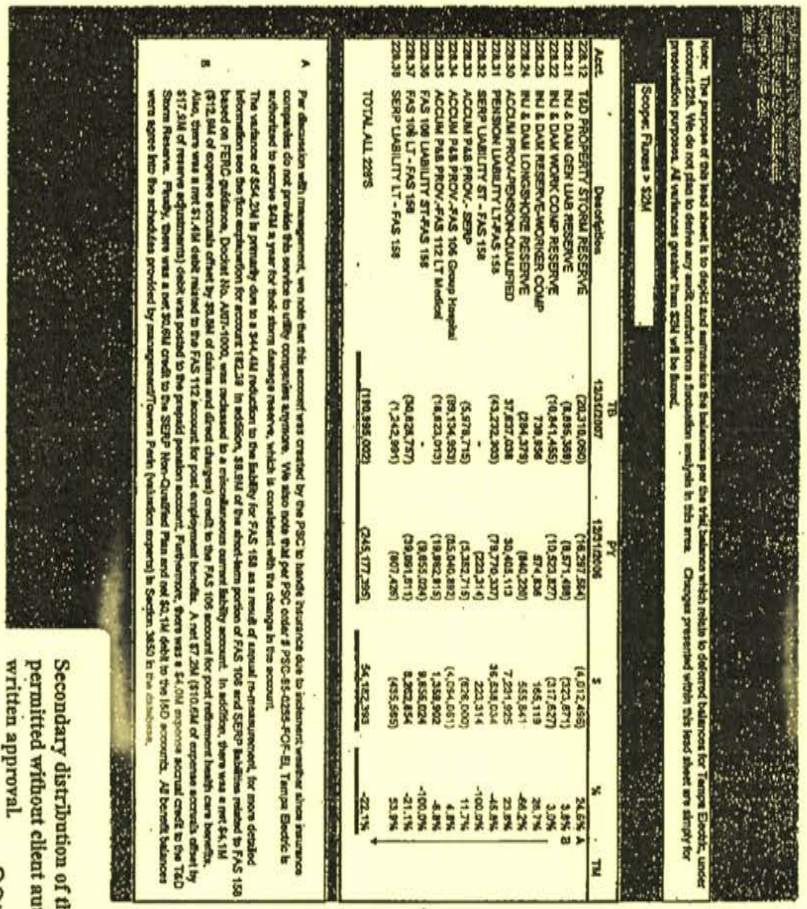
TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
PWC WIP - Reserve Accts
Historical Test Year Ending December 31, 2007

10/08



NOTE: The purpose of this lead sheet is to depict and reconcile the balances per the trial balances which relate to deferred balances for Tampa Electric under account 228. We do not plan to derive any cash comfort from a footnotes analysis in this area. Changes presented within this lead sheet are simply for presentation purposes. All variances greater than $2M will be Bated.

Scope: Flows > $2M

Acct.	Description	TB 12/31/2007	PY 12/31/2006	$	%	TM
228.12	T&D PROPERTY STORM RESERVE	(200,310,060)	(196,297,564)	(4,012,496)	24.6%	A
228.21	INJ & DAM GEN LIAB RESERVE	(8,885,368)	(8,571,488)	(313,871)	3.8%	B
228.22	INJ & DAM WORK COMP RESERVE	(10,941,455)	(10,523,827)	(317,627)	3.0%	
228.23	INJ & DAM RESERVE-MORNER COMP	739,856	574,834	165,119	28.7%	
228.24	INJ & DAM LONGSHORE RESERVE	(284,379)	(840,220)	555,841	-66.2%	
228.30	ACCUM PROV-PENSION-QUALIFIED	37,837,038	30,402,113	7,251,925	23.9%	
228.31	PENSION LIABILITY LT-FAS 158	(43,223,260)	(79,774,337)	36,551,034	-45.8%	
228.32	SERP LIABILITY ST - FAS 158	-	(223,314)	223,314	-100.0%	
228.33	ACCUM PAB PROV - SERP	(5,578,715)	(5,382,715)	(826,000)	11.7%	
228.34	ACCUM PAB PROV-FAS 106 Group Hospital	(89,154,953)	(85,040,892)	(4,054,061)	4.8%	
228.35	ACCUM PAB PROV-FAS 112 LT Medical	(18,823,015)	(19,862,815)	1,388,900	-5.8%	
228.36	FAS 106 LIABILITY ST-FAS 158	-	(8,655,024)	8,655,024	-100.0%	
228.37	FAS 106 LT - FAS 158	(30,428,757)	(39,081,511)	8,652,754	-21.1%	
228.38	SERP LIABILITY LT - FAS 158	(1,242,961)	(907,456)	(455,505)	33.9%	
	TOTAL ALL 228'S	(110,955,002)	(245,377,295)	54,152,293	-22.1%	

A Per discussion with management, we note that this account was created by the PSC to handle insurance due to inclement weather since insurance companies do not provide this service to utility companies anymore. We also note that per PSC order # PSC-05-0258-POF-EI, Tampa Electric is authorized to accrue $40M a year for their storm damage reserve, which is consistent with the change in the account.

The variance of $54.2M is primarily due to a $44.4M reduction to the liability for FAS 158 as a result of annual re-measurement, for more detailed information see the flux explanation for account 182.3. In addition, $8.5M of the short-term portion of FAS 106 and SERP liabilities related to FAS 158 based on FERC guidance, Docket No. AR07-1000, was reclassed to a miscellaneous current liability account. In addition, there was a net $4.1M ($12.5M of expenses accruals offset by $8.5M of claims and direct charges) credit to the FAS 106 account for post retirement health care benefits.

B Also, there was a net $1.4M credit related to the FAS 112 account for post employment benefits. A net $7.2M ($10.6M of expense accruals offset by $17.5M of reserve adjustments) debit was posted to the prepaid pension account. Furthermore, there was a $4.0M expense accrual credit to the T&D Storm Reserve. Finally, there was a net $5.6M credit to the SERP Non-Qualified Plan and net $2.1M debit to the I&D accounts. All benefit balances were agree into the schedules provided by management/Towers Perin (valuation experts) in Section 3650 in the database.

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Note: The purpose of this lead sheet is to depict and summarize the balances per the trial balance which relate to Fixed Assets. We do not plan to derive any audit comfort from a fluctuation analysis in this area. Changes presented within this lead sheet are simply for presentation purposes.

ACCT#	DESCRIPTION	TB 12/31/2007	PY 12/31/2006	YTD Change $	YTD Change %	
101	Plant in Service	4,972,840,682.40	4,867,517,754.37	105,128,928	2.2%	A
106	CWIP in Service	285,027,590.78	154,742,327.32	130,285,272	84.2%	B
102	Plant Purchased	-	0	0	0.0%	
114	Acquisition Adjustment	4,284,578.21	4,528,374.46	(243,795)	-5.4%	Imm
	Total Plant in Service	5,261,952,851	5,026,788,456	235,170,405	4.7%	
107	CWIP	308,384,744.85	262,513,266.37	43,871,478	16.7%	C
105	Property Held for Future Use	40,229,321.98	36,987,522.16	3,241,800	8.8%	D
		348,614,066	299,486,789	47,113,278	15.7%	
108	Accumulated Depreciation	(1,964,773,800.22)	(1,910,448,808.27)	(54,324,992)	2.8%	E
111	Accum Amortization	(8,468,821.41)	(14,693,806.65)	6,224,785	-42.4%	F
	Total Accum Depreciation	(1,973,242,622)	(1,925,140,615)	(48,102,207)	2.5%	
121	Non-Utility Property	7,302,352.61	6,841,228.58	461,124	6.7%	Imm
122	Accum Depr - Non-Utility	(3,795,515.87)	(3,430,473.04)	(365,043)	10.6%	Imm
123.01	Invest in Assoc Co. TERMCO	-	-	0	0.0%	
123.02	Invest in Assoc Co. PE	273,868.08	273,868.08	0	0.0%	
124	ADVANCE- RTO	-	0	0	0%	
	Total Non-Utility	3,870,705	3,784,624	86,081	2.3%	
	Total PP&E Net	3,639,200,810	3,404,913,253			

Acct. #	Description	TB 12/31/2007	TB 12/31/06	YTD Change $	YTD Change %
101.02	ARO ASSET COST	7,133,796	7,179,234	(45,438)	-0.6%
	Acct 101.02	7,133,796	7,179,234	(45,438)	-0.6%

A Retirements in 101 by function consist of: $8.9M Software, $49.7M Generation, $3.4M Transmission, $18.7M Distribution, and $36.7M General.

Utility Plant in Service	
Beginning Balance Dec 31, 2006	4,867,517,784
From 106 - Completed Construction	222,573,078
Retirements	(117,393,080)
ARO Valuation True-up	(45,438)
Other Transfers	(8,823)
Ending Balance Sept 30, 2007	4,972,848,682

Refer to PP&E Rollforward

B

Completed Construction not Classified	
From 107 - Construction Work in Progress	352,858,350
To 101 - Utility Plant in Service	(222,573,078)
Ending Balance Dec 31, 2007 PFT02300 report	130,285,272

C The $43.9M variance is attributable to a $396.7M increase in capital expenditures associated with construction work in progress, which was offset by transfers to completed construction not classified, account 106 of $352.9M. Refer to the PP&E Rollforward and to the "Additions Testing" tab for testing of this account.

D Per discussion with Jason Papy, TEC Accounting Supervisor, and review of account detail, we note that the change in this account is primarily due to the purchase of land totaling $2.6M. Change is deemed reasonable, refer to the PP&E Rollforward.

E The $35.3M variance is primarily attributable to $178.3M in depreciation accruals (JE 90001), which was offset by $117.4M in retirements.

F

Accumulated Amortization - Plant	
Beginning Balance Dec 31, 2006	(14,693,807)
Amortization Expense (Acct 404.00)	(2,771,924)
Software Retirements 10801	8,904,831
111 adjustment for JE sign correction	92,078
Ending Balance Dec 31, 2007	(8,468,821)

Notes:
Acct 121 & 122

This account has all non-utility assets which are not part of providing the basic service. The main asset is the Distribution ZAP CAPs at $4.5M which is depreciated over 10years and the other main asset is the ZAP CAP for Business of $.7M. Change in accumulated amortization (122) is reflective of depreciation of $532K account balance at a weighted average life of 14 years, less the $167K in retirements of old Zap Cap assets, refer to rollforw

FAS 144 Analysis: There has been no event or changes in circumstances that would suggest that the carrying value of TEC's fixed assets identified above are not recoverable. Note: consideration of, but not limited to, the following factors identified in FAS 144 and PwC ARM 4500.811: 1. a significant decrease in the market price of those assets held by Tampa Electric; 2. a significant adverse change in the extent or manner in which those asset are being used or their physical condition; 3. a significant adverse change in legal factors or business climate; 4. an accumulation of costs significantly in excess of the amount originally expected for the acquisition or construction; 5. current period operating or cash flow loss combined with a history of operating or cash flow losses or a projection of continued losses associated with the use of those fixed assets; and 6. a current expectation that, more likely than not, the fixed assets will be sold or otherwise disposed of significantly before the end of its estimated useful life.

FAS 143 & FIN 47 Analysis: Management implemented FAS 143 as of December 31, 2003 and FIN 47 as of December 31, 2005.

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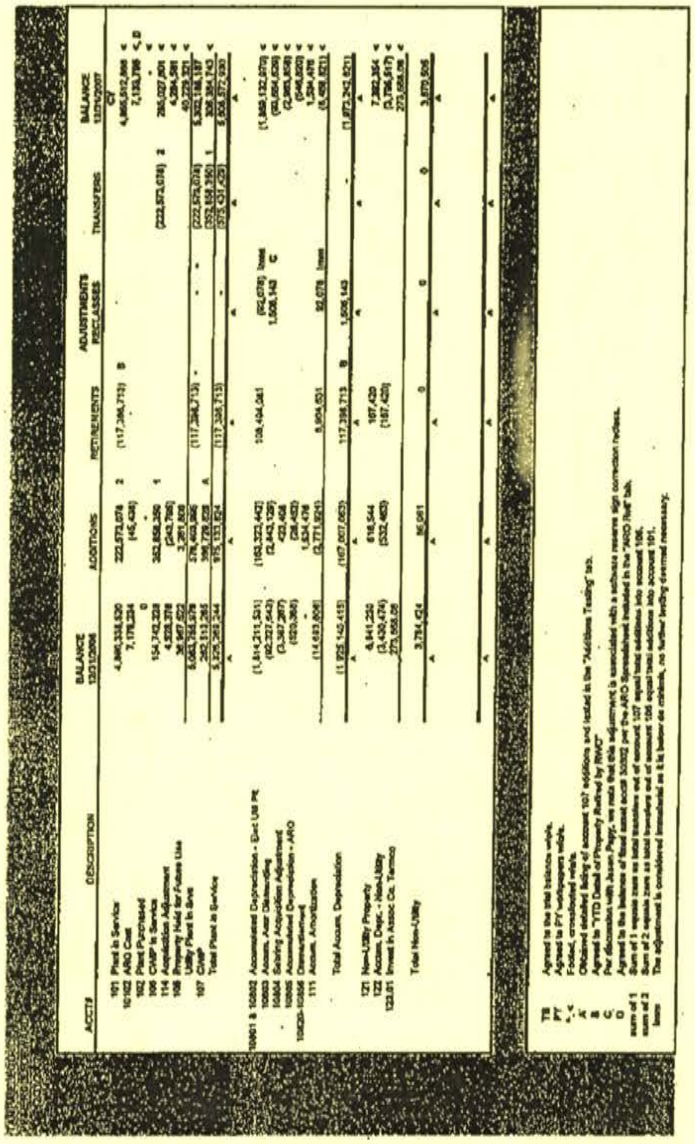

ACCT#	DESCRIPTION	BALANCE 12/31/2006	ADDITIONS	RETIREMENTS	ADJUSTMENTS RECLASSES	TRANSFERS	BALANCE 12/31/2007
101	Plant in Service	4,896,335,830	222,572,574 2	(117,386,713) B			4,995,512,691
10102	ARO Cost	7,178,234	(45,438)				7,132,796 C,D
102	Plant Purchased	0					-
105	Plant Held for Future Use	154,743,228	282,859,356 1			(222,572,574) 2	215,027,801
114	Acquisition Adjustment	4,487,719	(243,738)				4,284,981
108	Property Held for Future Use	36,967,678	3,272,000				40,239,678
	Utility Plant in Svc	5,083,784,579	276,468,886	(117,386,713) -	- -	(222,572,574)	5,220,196,167
107	CWIP	282,313,285	396,778,629 A			(222,572,574) 1	456,519,340
	Total Plant in Service	5,366,097,864	673,247,515	(117,386,713)	-	(445,145,148)	5,676,715,507
10901 & 10902	Accumulated Depreciation - Dist Util Pl	(1,814,211,501)	(183,322,442)	109,464,041	(52,676) Note	1,909,143	(1,886,152,675)
10903	Accum Amort Property Leases	(62,237,642)	(2,443,139)		1,909,143 C		(62,664,638)
10904	Existing Acquisition Adjustment	(3,347,287)	(38,354)				(2,385,641)
10905	Accumulated Depreciation-ARO	(629,366)	(15,450)				(644,816)
10920-10956	Dismantlement	(14,483,606)	1,834,478				1,354,478
111	Accum. Amortization		(2,771,924)	5,904,931	52,676 Note		(5,436,931)
	Total Accum. Depreciation	(1,925,149,415)	(187,007,429)	115,368,713 B	1,909,143	-	(1,872,243,523)
121	Non-Utility Property	6,941,230	616,544	187,429			7,382,354
123	Investm. Subs - Non-Utility	(3,430,074)	(332,469)	(187,429)			(3,756,617)
123.01	Invest. in Assoc Co. Tampa	273,658.06					273,658.06
	Total Non-Utility	3,784,814	84,061	0	0	0	3,879,395

Agrees to the total additions which
Agrees to the retirements which
Picked, recalculated which
Obtained detailed listing of account 107 additions and tested in the 74Additions Testing" tab.
Agrees to YTD Detail of Property Retired by RWO"
Per discussion with Jason Popp, we note that this adjustment is associated with a software reserve sign correction reclass.
Agrees to the balance of Real Estate sheet 3000[illegible] per the ARO Spreadsheet included in the "ARO Roll" tab.
Sum of 1 agrees over to total additions end of account 107 equal total additions into account 106.
Sum of 2 agrees over to total transfers end of account 106 equal total additions into account 101.
The adjustment is considered immaterial as it is below our criteria, no further testing deemed necessary.

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Target Testing Documentation	
State the test objectives	To obtain assurance as to the accuracy/valuation, and existence/occurrence of CWIP additions for the 12 month period ended 12/31/2007.
Description of audit procedures applied to items tested	Target tested all fixed asset additions based on a monetary value approach equal to or greater than $1,000,000 noting that they were properly capitalized at the appropriate amount. Obtained and agreed the voucher package (invoice, approval, receiving docs and remittance support) to the detail of capital additions.
Indicate the level of assurance desired from the test	We desire low level of assurance due to our reliance on controls testing. No exceptions were noted in testing controls surrounding the property, plant, and equipment process. In order to gain additional assurance we performed additional substantive procedures, such as agreeing beginning and ending PP&E balances to the TB and performing analytics on depreciation.
Define error	An error is defined as an addition that was inappropriately or incorrectly capitalized.
Definition of the population tested and description of how completeness was achieved	The population is defined as all fixed asset additions for the year, as reflected in account 107. Obtained MID query of all additions in 2007 and agreed to the PP&E rollforward. In addition we agreed rollforward to FY 2007 Financial Statements. See PP&E Rollforward. Note: the client tracks additions by voucher number, which allows us to obtain the listing by voucher and obtain all required supporting documentation, including but not limited to the; invoice, approval, purchase order, delivery instructions, and payment.
Basis of selection	Target tested on a monetary value approach all fixed asset additions equal to or greater than $1,000,000.
Number of items tested	21 vouchers for a total coverage of 8.12% of fixed asset additions in account 107, CWIP.
Identification of items tested. List misstatements identified and	Refer to Testing below.
Description of analytical procedures or other procedures to be applied to ensure no material misstatement in unexamined items.	Performed accept reject testing on the remaining untested balance in order to determine whether or not the expense was properly capitalized. See testing below. Our accept-reject testing also included our consideration of the valuation amounts themselves; we note that an accept-reject test is not designed to obtain any comfort over the valuation assertion, but upon our selections the accept-reject sample sizes, we additionally, considered from the sample selections whether the dotal/valuation assertion was being met.
Conclusion	We noted that fixed asset additions that were target tested appear to be properly capitalized at the proper amount. The additions meet the criteria of a capitalizable expenditure in accordance with 18 CFR Chapter 1 - Plant Accounting Instructions, Component of Construction Cost - 3A.

Target Testing

	FERC	PNT	ENTRY	JE #	Voucher Number	Capitalizeable Invoice Amount	DIFF		Description	Vendor Name	Property Capitalized?	T/M
1	M01	7	2,938,339.42	5050	981071	2,938,339.42	-		Payroll, Expenses, Materials, Engineering & Subcontractor for construction of Gulfstream Gas Pipeline	PGS	Yes	✓
2	B20	30	2,187,692.85	58005	58005	2,187,692.65	-		Blending Bin Fire Restoration	Labor	Yes	✓
3	B19	25	1,868,743.40	5050	934302	1,868,743.40	-		Boiler Overlay	Welding Services Inc	Yes	✓
4	B19	28	1,803,026.00	5050	903257	1,803,026.00	-		Front Reheater Tube Assembly Replacement	Alstom Power Inc.	Yes	✓
5	M01	2	1,802,860.08	5050	981033	1,802,860.08	-		Payroll, Expenses, Materials, Engineering & Subcontractor for construction of Gulfstream Gas Pipeline	PGS	Yes	✓
6	B23	4	1,506,400.00	5050	915915	1,506,400.00	-		LP-B Turbine Last Stage L-0 Blades Off-Site	Mechanical Dynamics and Analysis, LTD	Yes	✓
7	G99	81	1,018,668.85	90018		1,086,245.11	(67,576.26)	A	Gulfstream -Bayside Labor, Materials/Supplies, Employee Expense, Outside Service, Other	PGS	Yes	✓
8	L93	30	1,326,520.80	5050	921935	1,326,520.80	-		HVAC units and pallet with roof centerpiece covers	Siemens	Yes	✓
9	B19	28	1,279,260.00	5050	907184	1,279,260.00	-		Superheater vertical spaced front assemblies	Alstom Power Inc	Yes	✓
10	B17	29	1,271,339.50	5050	963134	1,271,339.50	-		Purchase of B83 Boiler Front Tubing - 50% Contract Milestone for receipt of material at BTA	Boiler Tube Company of America	Yes	✓
11	B17	40	1,271,225.00	5050	937535	1,271,225.00	-		Purchase of B83 Boiler Floor Tubing - 50% Contract Milestone for receipt of material at BTA	Boiler Tube Company of America	Yes	✓
12	M01	7	1,270,654.80	5050	953240	1,270,654.80	-		Payroll, Expenses, Materials, Engineering & Subcontractor for construction of Gulfstream Gas Pipeline.	PGS	Yes	✓
13	E40	46	1,250,000.00	5050	948521	1,250,000.00	-		Juneau Settlement Check	Attorneys Trial Group & Prieto & Goan	Yes	✓
14	H64	5	1,194,353.22	5050	913002	2,299,570.00	(1,105,216.78)	A	Construction Progress through 1/21/07	Overland Contracting, Inc.	Yes	✓
15	B17	41	1,180,641.00	5050	963132	1,180,641.00	-		Purchase of B83 Boiler Nose Arch and Rear Wall Tubing - 50% Contract Milestone for receipt of material at BTA	Boiler Tube Company of America	Yes	✓
16	B17	31	1,109,464.50	5050	963135	1,108,464.50	-		Purchase of B83 Boiler Sidewall Tubing - 50% Contract Milestone for receipt of material at BTA	Boiler Tube Company of America	Yes	✓
17	E40	45	1,100,000.00	5050	887854	1,100,000.00	-		Shaw et al v. TECO	Norman Carnella in Trust for all Plaintiffs	Yes	✓
18	G99	81	1,018,668.85	90018	90018	1,018,668.85	-		Bayside Unit 2 CSA	Labor	Yes	✓

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

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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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19	H65	5	1,002,378.33	5050	913002	2,299,570.00	(1,297,191.67)	A	Construction Progress through 1/21/07	Overland Contracting, Inc.	Yes	✓
20	G43	75	1,555,182.00	5050	11052	1,555,182.00	-		General Electric International, Inc.	Stage 3 Bucket, Nozzle & Shroud	Yes	✓
21	A11	10	1,014,767.75	5001		1,014,767.75	-		Materials used in Project A1110		Yes	✓
					Total Tested	32,220,181.06						
					Total Population	396,729,828						
					% Population Tested	8.12%						
					Untested Balance	364,509,647.40						

Target Testing Tickmarks:

✓ Examined board minutes, invoices, and journal entries evidencing fixed asset additions with no exceptions noted.

A Per review of cwip detail, we note that the entire voucher was capitalized however it was allocated to multiple FERC numbers (for example H64 & H65) which is why there is a difference between the amount selected for testing and the actual invoice amount. Deemed reasonable and not an exception.

CWIP Accept-Reject Testing

Step 1: Determine and document the assertion(s) being tested	To obtain assurance over existance of cwip additions by ensuring they were properly capitalized. Based on review of process B8 (Tampa Electric O&M and Expenditures Process) we note that the decision to capitalize vs. expense is usually made at the work order level, which has been tested by an O&M Accept-Reject test. To obtain additional assurance that capitalized expenditures existed we performed an additional Accept - Reject test over the population of capitalized assets. This procedure is considered a "special audit procedure" to address the engagement team's key risk surrounding the capital vs. expense decision. Refer to the listing of key risks in step 20001.
Step 2: Define the population	The population is defined as all CWIP additions less than $1M, note that all CWIP additions greater than $1M target selected and detailed tested above.
Step 3: Define exceptions	An exception is defined as a selection from the cwip additions detail that was improperly capitalized.
Step 4: Determine number of items to test and select items	In accordance with PwC Audit S340, we note that a sample size of 55 is deemed appropriate as the population contains 200 or more items and a high level of assurance with no exceptions tolerated is required as improper capitalization of O&M expenses has been identified as a key risk area.
Step 5: Perform testing and evaluate results	We haphazardly selected 55 cwip additions and tested each addition by: 1) Ensuring that the GL amount agrees to invoice or other supporting documentation 2) Ensuring that the amount was properly capitalized, not expensed, at the appropriate amount. Refer to testing below, no exceptions were noted therefore we conclude that cwip additions appear to be properly stated.

Accept Reject Testing

	FERC	PNT	ENTRY	JE #	Voucher Number	Capitalizable Invoice Amount	DIFF	Description	Company Name	Properly Capitalized?	T/M
1	B14	38	44,574.03	5050	892269	44,574.03	-	Installation of New Coal Feeders and Associated Components	Overland Contracting Inc	Yes	✓
2	L94	13	3,698.38	5050	893373	3,698.38	-	Support H1-Constant Support and associated Material	Lisega	Yes	✓
3	C40	2	115,987.77	5050	893767	115,987.77	-	New Pole Line & Double Circ	The Fishel Company	Yes	✓
4	L93	32	207,930.00	5050	894840	207,930.00	-	Materials relating to the Guillotine Dampers	Bachmann Industries, Inc	Yes	✓
5	B19	5	506,616.00	5050	895891	506,616.00	-	Initial control logic	EPM Power & Water Solutions Inc	Yes	✓
6	A01	7	4,882.86	5050	903359	4,882.87	-	3PH Term Pole	The Fishel Company	Yes	✓
7	A03	3	8,744.44	5050	902437	8,744.44	-	Installation of new underground services in new developments in the South Hillsborough Area	Griffin Utilities, Inc	Yes	✓
8	A11	1	12,364.98	5050	907954	12,364.98	-	Site Visit and Normal Locate	Central Locating Service, LTD	Yes	✓
9	A11	10	33,291.38	5050	906865	33,291.38	-	Contract Labor costs for construction	Pike Electric, Inc.	Yes	✓
10	F01	75	387,360.00	5050	902741	387,360.00	-	Pump purchase	Hudson	Yes	✓
11	A03	3	14,665.38	5050	918558	14,665.38	-	Installation of new underground services in new developments in the Plant City Area	Griffin Utilities, Inc	Yes	✓
12	A06	88	3,913.08	5050	912338	3,913.08	-	Replace transformer	Newberry Contracting, Inc	Yes	✓
13	A18	10	764.83	5050	11541		-	Replace street lighting system	The Fishel Company	Yes	✓
14	A07	5	19,156.43	5050	911606	19,156.43	-	Distribution Reinforcement	Osmose Utilities Services, Inc.	Yes	✓
15	A07	5	35,630.32	5050	916322	35,630.32	-	Distribution Reinforcement	Osmose Utilities Services, Inc.	Yes	✓
16	A11	9	35,543.36	5050	910967	35,543.36	-	Install Conduit	The Fishel Company	Yes	✓
17	B23	3	19,426.78	5050	914702	19,426.76	-	Measuring and Fab of Piping	Central Maintenance & Welding, Inc.	Yes	✓
18	A02	1	175,384.16	5050	924305	175,384.16	-	Meters Purchased	Schlumberg	Yes	✓
19	A02	1	136,880.57	5050	924810	129,085.44	7,795.13	Pruchase & Install of meters with AMR (automated meter reading) capabilities	Itron	Yes	✓
20	A07	5	39,214.18	5050	926615	39,214.18	-	Distribution Reinforcement	Osmose Utilities Services, Inc.	Yes	✓
21	A07	5	39,737.53	5050	929056	39,737.53	-	Distribution Reinforcement	Osmose Utilities Services, Inc.	Yes	✓
22	A11	9	20,216.15	5050	927827	20,216.15	-	1/0 AL Primary, 2/0 AL Secondary	Pike Electric, Inc.	Yes	✓
23	B17	24	41,932.40	5050	924821	41,932.40	-	Professional Services	Neill and Gunter - Design and Consulting Engineers	Yes	✓
24	A03	3	17,959.48	5050	930954	17,959.48	-	Installation of new underground services in new developments in the South Hillsborough Area	Griffin Utilities, Inc	Yes	✓

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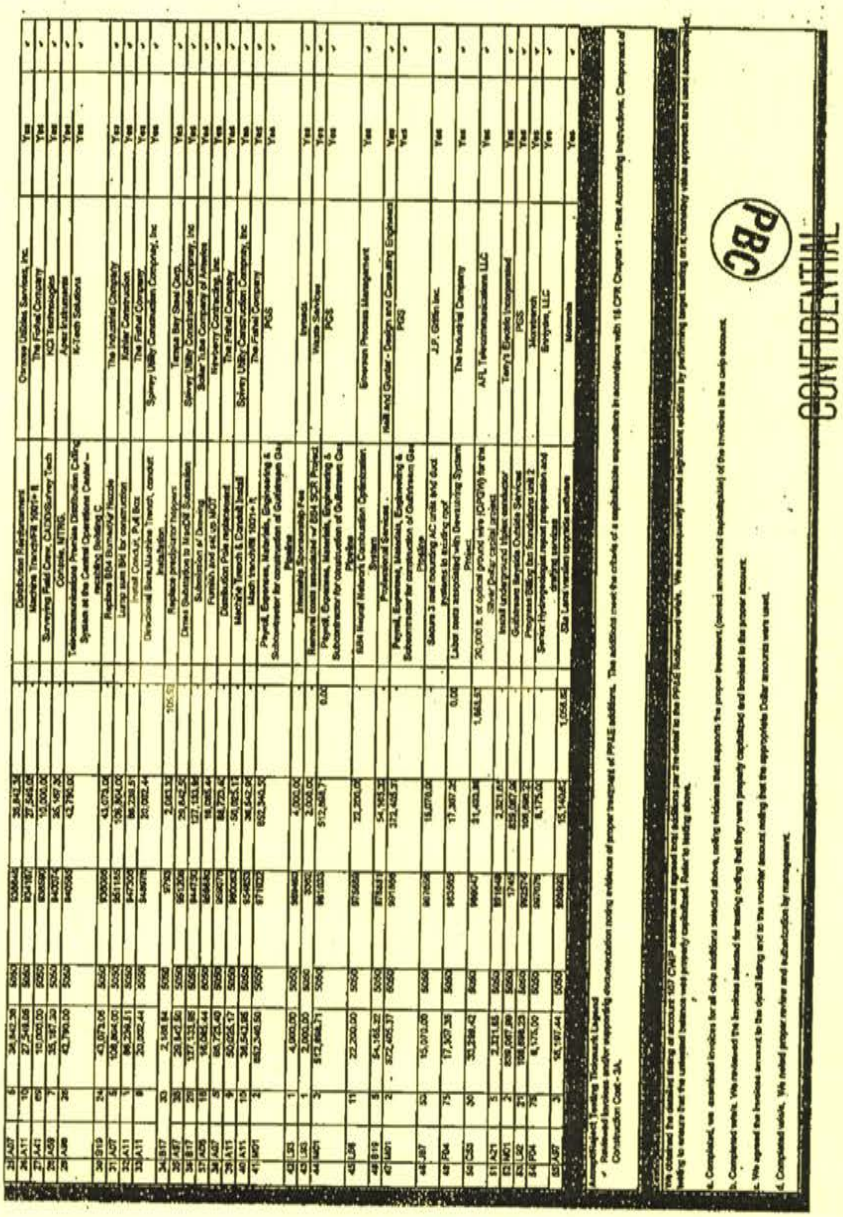

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TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AG# 08-234-2-1
Historical Test Year Ending December 31, 2007

9.2

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Debt Cost File

Account Number	Description	Date of Payment	Principal Amount of Debt	Interest Rate	Weighted Average	Debt Cost
221.06	DUE 2020	6/16 12/1	75,000,000	4.10%	4.31%	0.30%
221.20	8.85% 2000 SERIES DUE 2030	3/15 & 12/15	120,000,000	8.50%	11.63%	0.99%
221.41	DUE 2037	3/15 & 12/15	190,000,000	6.13%	11.63%	0.70%
221.46	1993 REFUNDING DUE 2024 (Refinanced)	5/1 & 11/1	55,934,000	5.76%	3.17%	0.20%
221.48	6.875% 2001 SERIES DUE 2011	6/15 & 12/15	110,000,000	6.875%	11.63%	0.87%
221.47	5.10% 2003 SERIES DUE 2013	4/1 & 10/1	66,695,000	5.100%	3.63%	0.19%
221.48	5.50% 2003 SERIES DUE 2023	4/1 & 10/1	56,400,000	5.500%	5.19%	0.29%
221.49	6.375% 2002 SERIES DUE 2012	3/15 & 9/15	200,000,000	6.375%	19.32%	1.26%
221.51	6.25% 2003 SERIES DUE 2034	4/15 & 10/15	250,000,000	6.550%	16.02%	0.94%
221.54	2018 BONDS	Wed. weekly	14,300,000	3.734%	5.26%	0.12%
221.55	2025 BONDS 01.5	Wed weekly	51,600,000	5.453%	3.39%	0.17%
221.56	2020 BONDS 20 M	Wed. weekly	20,000,000	4.147%	5.39%	0.02%
			1,443,851,000.00			
	UNAMORT DISC		(4,315,169)		100.00%	5.57%
	UNAMORTIZED BOND		542,287			
	TOTAL		1,439,078,118			

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TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
PwC W/P LT&ST Debt 10/08
Historical Test Year Ending December 31, 2007

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9.4

TAMPA ELECTRIC COMPANY
Short-term Debt
13/3 1/06

		2007	2006	Interest Rate	Weighted Average	Debt Cost
228.77	NOTES PAYABLE - LIBOR LOAN	0	0	4.8%	0.0%	0%
228.78	NOTES PAYABLE - A/R SECURITIZ	370,000	3,120,800	4.7%	100.0%	5%
231.79	NOTES PAYABLE - FEDERAL FUNDS	0	1,159,200	4.8%	0.0%	0%
221.58	5.375% 2002 SERIES DUE 2007	0	125,000,000	5.4%	0.0%	0%
		370,000.00	129,280,000.00		1.00	5%
242.81	CURR LIAB-VACATIONS	13,507,312	12,647,803	AFUDC is cash basis only		
232.00	A/P Accruals	172,907,223	156,490,805	AFUDC is cash basis only		
241.00	Taxes Payable	5,017,876	5,231,031	AFUDC is cash basis only		
23409	A/P Affiliates	11,064,720	11,823,994	AFUDC is cash basis only		
		202,867,131.00	315,473,633.31	Agreed to TECO Consolidating FS, TEC Sub.		

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SOURCE PBC OR# TEC-11-07 SPECIFIED CONFIDENTIA 9-1/3

INTEGRITY BUSINESS FORMS, INC. Phone (847) 806-2626 Fax (847) 806-4606 Email integbus@aol.com

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

10/08

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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	$34,468,778	
*	2003	30% & 50% Bonus	$45,191,417	
*	2004	30% & 50% Bonus	$74,728,865	
	2008	50% Bonus	$45,467,158	← estimate

K 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

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SOURCE INTEGRITY BUSINESS FORMS, INC.

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ORH TEC-62-07

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10-62-8

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

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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 7623 2323

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

BARCLAYS

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6.375%
due 2012

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Barclays Capital - the investment banking division of Barclays Bank PLC.
Registered in England 1026167. 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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AUG-23-2002 07:27 88% P.01

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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

PBC

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: [redacted] Beneficiary: [redacted] Beneficiary Account: [redacted]

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

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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

PBC

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.

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For and on behalf of
BARCLAYS BANK PLC

Emilio di Nello

Date: August 23, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY

NAME:
Authorised Signatory
Date: Aug 23, 2002

For and on behalf of
BARCLAYS BANK PLC

Jason Hatley

Date: August 23, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY

PBC

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

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

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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 3AH. 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 (e)

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

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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 DV01 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
DV01:	DV01 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

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Governing 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, expcept for NY GOL Section 5-1401 and 5-1402
B.	**ACCOUNT DETAILS**
Payments to Barclays:	Correspondent: BARCLAYS BANK PLC NEW YORK FFED: [redacted] Beneficiary: [redacted] Beneficiary Account: [redacted]
Payments to Counterparty:	Please Advise
C.	**OFFICES**
Barclays:	Address for Notices: 5 THE NORTH COLONNADE CANARY WHARF LONDON E14 4BB Tel: 44(20) 77732313 Fax: 44(20) 77736810/6834
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.

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For and on behalf of
BARCLAYS BANK PLC

Neil Barrett

Neil Barrett

Date: July 19, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY

NAME:
Authorised Signatory
Date: 7/19/02

For and on behalf of
BARCLAYS BANK PLC

Joanne Bullard

Joanne Bullard

Date: July 19, 2002

For and on behalf of
TAMPA ELECTRIC COMPANY

PBC

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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AUG-05-2002 13:56

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BNP PARIBAS

PBC

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:

PBC

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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.

PBC

"REFERENCE MARKET-MAKERS" MEANS FIVE LEADING DEALERS IN THE RELEVANT MARKET AS DETERMINED BY THE CALCULATION AGENT IN A COMMERCIALLY 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:

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PAYMENTS IN USD TO PARTY A

SWIFT: [redacted]
FAVOUR BNP PARIBAS, PARIS,
A/C NO: [redacted]
(ABA: [redacted]

WHO WILL MAKE AND RECEIVE PAYMENTS THROUGH ITS OFFICE AT PARIS

PAYMENTS IN USD TO PARTY B TO BE ADVISED

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AUG-05-2002 12:40 BNP PARIBAS P.05

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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.

PBC

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
NAME: S.W. Callahan
TITLE: Treasurer

BY: _____
NAME: _____
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

DECLASSIFIED

BY: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

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CONFIDENTIAL

BNP PARIBAS

TO: TAMPA ELECTRIC COMPANY

ATTN: DAN MAYER

FAX: 813 228 4262

CC:

PBC

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.

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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.

PBC

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

BY: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE: _____

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

BY: _____ BY: _____
NAME: SW Callahan NAME: _____
TITLE: Treasurer TITLE: _____

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TOTAL P.02
P.02

CONFIDENTIAL

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BNP PARIBAS

TO: TAMPA ELECTRIC COMPANY

ATTN: DAN MAYER

FAX: 813 228 4262
CC:

PBC

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.

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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: _____ BY: _____
NAME: _____ NAME: _____
TITLE: _____ TITLE : _____

PBC

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

BY: _____ BY: _____
NAME: Treasurer NAME: _____
TITLE: _____ TITLE : _____

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TOTAL P.02

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AUG-05-2002 13:56 P.05

BNP PARIBAS

TO: TAMPA ELECTRIC COMPANY

TELEX NO.:
FAX NO.: 813 228 4252

PBC

ATTENTION: DAN MAYER

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

RE: USD 100,000,000.00 INTEREST RATE T-LOCK CONFIRMATION
(OUR REF. NO.: 327841)

DATE: 08 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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AUG-05-2002 12:41 BNP PARIBAS

AUG-05-2002 13:56

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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 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.

PBC

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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AUG-05-2002 13:56

(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 COMMERCIALLY REASONABLE MANNER.

PBC

" 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: [redacted]
FAVOUR BNP PARIBAS, PARIS.
A/C NO: [redacted]
(ABA: [redacted]

WHO WILL MAKE AND RECEIVE PAYMENTS THROUGH ITS OFFICE AT PARIS

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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"

PBC

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: SWCallahan
NAME: SWCallahan
TITLE: Treasurer

BY: _____
NAME: _____
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: _____
NAME: _____
TITLE: _____

BY: _____
NAME: _____
TITLE: _____

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JPMorgan

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**

PBC

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: [redacted] AC No: [redacted]
Payments to Counterparty in USD:	As per your Standard Settlement Instructions

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JPMorgan

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.

Jack Cunha

Name: Jack Cunha

Title: Associate

PBC

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

S. W. Callahan

Name: S. W. Callahan

Title: Treasurer

Your reference number: _____

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JPMorgan

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

PBC

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JPMorgan

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.

PBC

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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.

PBC

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.

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JPMorgan

B. ACCOUNT DETAILS

Payments to JPMorgan in USD: JPMORGAN CHASE BANK NA
JPMORGAN CHASE BANK NA
BIC: [redacted]
AC No: [redacted]

Payments to Counterparty in USD: As per your standard settlement instructions.

C. OFFICES

JPMorgan: NEW YORK

Counterparty: TAMPA BAY

PBC

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.

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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): A447927

JPMorgan Chase Bank, N.A.

Jack Cunha

Name: Jack Cunha

Title: Associate

PBC

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

S.W. Callahan

Name: S. W. Callahan

Title: Treasurer

Your reference number:

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JPMorgan

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

PBC

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UBS

6.150% due 2037

Date: 23 May 2007

To: Tampa Electric Company ("Counterpurty")

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:	[redacted]
Further Credit To:	UBS AG, London Branch
Swift Address:	[redacted]
Account No:	

PBC

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:	[redacted]	
Fax:	(44) 20 7567 2685 or 2990	
Address:	100 Liverpool Street, London, EC2M 2RH UBS AG	

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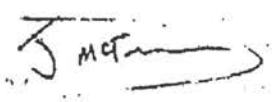
Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the 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:

Name: Christopher Dingle
Title: Director

By: 

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

PBC

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UBS

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**

PBC

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

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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

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Expiration Time:	11:00 am, New York
Partial Exercise:	Inapplicable
Multiple Exercise	Inapplicable

Settlement Terms

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

PBC

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.

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Account Details:

Currency:	USD
Favour:	UBS AG, Stamford Branch
Swift Address:	[redacted]
Further Credit To:	UBS AG, London Branch
Swift Address:	[redacted]
Account No:	

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)
ISDA Documentation:	Credit Risk Management:	(44) 20 7567 4557
Swift:	[redacted]	
Fax:	(44) 20 7567 2685 or 2990	
Address:	100 Liverpool Street, London, EC2M 2RH UBS AG	

PBC

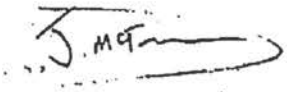
Please confirm that the foregoing correctly sets forth the terms and conditions of our agreement by executing a copy of this Confirmation and returning it to us or by sending to us a letter or facsimile substantially similar to this letter, which letter or facsimile sets forth the material terms of the 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

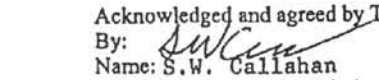
By:

Name: Christopher Dingle
Title: Director

By: 

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

DECLASSIFIED

TAMPA ELECTRIC COMPANY
Petition for Rate Relief
Docket# 080317-EI AC# 08-234-2-1
Non-regulated elimination 9/18 Dup 10/17
Historical Test Year Ending December 31, 2007

ONFIDENTIAL

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	268.3		
	1,801.0	1,801	F-2 pg 166
Non-Reg	819.3		
TECO(parent)	2,032.6	2,033	F-1 pg 208
Eliminations	(2,635.8)		
TECO Consolidated	2,017.1	2,017	F-2 pg 105

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PBC

Please provide the following

1. Identify by segment (entity) the non-regulated operations balance of $819.3 million

A.

	Total Common Equity
TECO Finance	$ (133.8)
TECO Investments	(9.6)
TECO Guatemala	241.1
TECO Oil & Gas	(2.6)
TECO Diversified	724.1
	$ 819.3

* Totals may be affected due to rounding.

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SOURCE INTEGRITY BUSINESS FORMS, INC. (847) 680-2928 Fax: (847) 680-4608 Email: integbus@aol.com

PBC DR# TEC-28-07 CONFIDENTIAL 39-1

CONFIDENTIAL

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-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	819.8		
TECO(parent)	2,032.6	2,033	F-1 pg 208
Eliminations	(2,635.8)		
TECO Consolidated	2,017.1	2,017	F-2 pg 105

PBC

Please provide the following

2. Identify by segment (entity) the elimination balance of $2,635.8 million

A.

	Total Eliminations
Tampa Electric	$ (1,537.9)
Peoples Gas	(268.1)
TECO Finance	133.8
TECO Investments	9.6
TECO Guatemala	(242.2)
TECO Oil & Gas	2.6
TECO Diversified	(733.6)
	$ (2,635.8)

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39 1 of 2

SOURCE

PBC DR# TEC-28-07 CONFIDENTIAL 39-1

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

10/06

ONFIDENTIAL

Tampa Electric
TECO Plaza Lease

		annual	per month	
Plaza Lease payment in 2007		$ 1,734,088.00	$ 144,507.33	Actual
Plaza Expense in 2007	43-8 / 2-1 p 3	$ 1,868,533.75	$ 155,711.15	8yr Average 43-8 / 2-1 p 4
Deferred Expense in 2007		$ 134,445.75	$ 11,203.82	

Acct 25319 / 25320 12p 21

Utility Lease expense in 2007 w/ sales tax	$ 1,172,111.43	varies	(A)
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		(A) x (B)
Difference	$ 121,386.23		
Sales tax on lease payment @ 6.5% (B)	$ 121,386.16		/12 $10115.51

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%	TEC space
Deferred Expense in 2007	x $ 11,203.82	
Utility Deferred Expense (Jan '07)	$ 6,709.42	

PBC

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43-8 / 2-1 p 1

SOURCE PBC DR# TEC-60-07 CONFIDENTIAL 43-8 / 2-1

Tampa Electric
TECO Plaza Lease

	annual	per month
Plaza Lease payment in 2007	$ 1,734,088.00	$ 144,507.33
Plaza Expense in 2007	$ 1,868,533.75	$ 155,711.15
Deferred Expense in 2007	$ 134,445.75	$ 11,203.82

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)	$ 93,247.85	
Total Lease expense with sales tax	/ $ 155,711.15	
Utility Lease expense % of Total (Jan '07)	59.89%	
Deferred Expense in 2007	x $ 11,203.82	
Utility Deferred Expense (Jan '07)	$ 6,709.42	

PBC

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43-8 / 2-1 p2

SOURCE PBC DR# TEC-GO-07 CONFIDENTIAL 43-8 / 2-1

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

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H:\T&SS 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 periods	Rate	Monthly Pmt	Total	Annual
10/1/81 Stub payment (pmt 0)	NA	NA	0.00	
[redacted]	1.0000000%	144,507.33	8,670,440.00	1,734,088
[redacted]	1.0000000%	151,732.67	9,103,960.00	1,820,792
[redacted]	1.0000000%	159,319.33	9,559,160.00	1,911,832
[redacted]	1.0000000%	167,285.25	10,037,115.00	2,007,423
	1.0000000%		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

PBC

← before sales tax is accrued

43-8
2-1 p1

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Per Auditor:

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

The company calculates annual plaza lease expense base 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 Acct 25319 Utility & 25320 non-utility 12p21

43-8
2-1 p3

SOURCE PBC DR# TEC-60-07 CONFIDENTIAL 43-8 2-1

INTEGRITY BUSINESS FORMS, INC. Phone: (847) 698-2626 Fax: (847) 698-4608 Email: integbus@aol.com

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(A)

CONTRACT NO. PK1 0797C

SERVICE AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC COMPANY

Polk Power Station
Service Agreement

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PBC

SOURCE DR # TEC-40-09

19-9 A

Effective Date: January 1, 1997

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TAMPA ELECTRIC COMPANY
DOCKET NO. 080317-EI
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05/21/97

SERVICE AGREEMENT

1. *AGREEMENT*
This Service Agreement ("Agreement") is made with an Effective Date of January 1, 1997, between General Electric Company, a corporation organized under the laws of the State of New York, United States of America, acting by and through GE Power Systems ("GE") and Tampa Electric Company, a corporation organized under the laws of the State of Florida, United States of America ("Customer") (each individually referred to as a "Party" and together as the "Parties").

2. *BACKGROUND*
Customer has designated certain of its Units, as identified in Attachment 1 hereof, to be covered by this Agreement (the "Covered Units"). Said Units were previously purchased by Customer from GE as part of that certain, separate contract identified in Section 1.5 of Attachment 5 hereof as the "Equipment Contract".

√ For the term of this Agreement, Customer desires that GE supply all Maintenance Services and Parts (as defined in Attachment 5, Article 1 of this Agreement),required for Planned Maintenance and Unplanned Maintenance for the Covered Unit(s).

3. *GE SERVICES*
GE shall supply Maintenance Services and Parts necessary to perform all Planned Maintenance, and Unplanned Maintenance up to the limits set forth in this Agreement, of the Covered Unit(s) during the term of this Agreement. GE and the Customer agree to cooperate, as described in this Agreement, to further the goal of maintaining the Covered Unit(s) in an optimum performance condition. The GE SERVICES are more fully identified and described in the attachments, including the intent set forth in the "General" paragraph of Attachment 2.

4. *CUSTOMER RESPONSIBILITIES*
Customer is responsible for conducting Routine Maintenance and proper operation of the Covered Unit(s). Customer's responsibilities are more fully described in the attachments.

5. *PRICE*
The price to be paid by Customer to GE for the Maintenance Services and Parts described in this Agreement is set forth in Attachment 4, "Pricing". Customer shall make payment of the price as specified in the attachments.

6. *TERM*
This Agreement shall take effect as of the Effective Date and have a term of (ten) 10 years, unless sooner terminated in accordance with the provisions set forth in Article 9 of Attachment 5, "Service Agreement Terms and Conditions".

7. *GENERAL*
Attachments identifying the "Covered Unit(s)" and describing "GE Services", "Customer Responsibilities", "Pricing" and "Agreement Terms and Conditions" and "Site and Safety Requirements" are part of this Agreement. The attachments described below, if any, are also part of this Agreement (insert identification of additional attachments; if there are none, state "none"):

Attachments: 2A, Existing Parts;3A, Operational Spare Parts; and 6, Site & Saftey Requirements.

Addresses for notices required or desired to be given under this Agreement are as follows ("Notice Address"):

If to Customer: Tampa Electric Company
Procurement & Real-Estate Dept.
9995 US Highway 37 South
Mulberry, FL 33860
Attention: E.O. Wilson
(941) 428-5960, Fax (941) 428-2835

If to GE: GE Global O&M Services
1 River Road
Schenectady, NY 12345
Attention: K. Walsh
(518) 385-0000, Fax: (518)385-2280

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05/21/97

This Agreement is signed by the Parties to be effective as of the Effective Date first stated above.

General Electric Company

By: _____

Title: Andrew White, General Manager
Global O&M Services

Tampa Electric Company

By: _____

Title: M.F. Wadsworth, V P Corporate and
Operating Services

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05/21/97

ATTACHMENT 1

COVERED UNIT(S)

The Covered Units consist of the following Units located at the Customer's Polk Power Station in Polk County, Florida, within the term ... described below:

1.0 Unit 1 - Gas Turbine

One PG7231FA Gas Turb... owing associated auxiliaries:

PG 7221 FA Gasturbine

- Accessory Mod
- Water Injectio
- Gas Fuel Skid
- Distillate Fu
- Compresso
- Interconne
- Air Process ...
- Packaged Electrical Co...
- Nitrogen Skid
- ~~Hydraulic power Unit~~
- ~~CO_2 Fire Protection~~
- ~~LCI - Static Starter~~
- EX 2000 Module
- MK V Computer & I's

Terminal Points - (up to and including these points provided by GE under the Equipment Contract)

- Syn gas inlet connections to the gas fuel skid.
- Nitrogen inlet connection to the gas fuel skid.
- Fuel oil inlet and outlet connections to the fuel forwarding skid and inlet connection on the accessory module.
- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection on the air process skid.
- The flex leads on the output end of the generator including the generator collector rings.
- Hot Gas Expansion Joint at the HRSG

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2.0 Unit 1 - Steam Turbine

One single flow, re-heat Steam Turbine - Generator, Serial Number 270T280, with the following associated auxiliaries:

- Lubrication System
- Hydraulic Power Unit
- Controls and Excitation Systems
- Generator hydrogen and gas control systems
- Steam Turbine Packaged Electrical Control Cab
- EX 2000 Module
- MK V Computer & I's

Terminal Points - (up to and including these points provided by GE under the Equipment Contract)

- HP steam inlet to stop valve.
- Cold re-heat connections to the turbine casing.
- Hot re-heat steam inlet connections to the re-heat/intercept valves.
- Exhaust hood connection to the condenser expansion joint.
- Water inlet & outlet connections to generator coolers.
- Inlet connection to steam seal feed valve.
- Outlet connection to steam seal dump valve.
- Steam inlet to gland exhauster.
- Water connections to gland exhauster.
- Oil fill and storage connections to the lube oil system.
- Water connections to lube oil coolers.
- ~~Water connections to the hydraulic power unit.~~
- ~~Condensate supply connection to the fog nozzles.~~
- ~~H_2 & CO_2 bottle connections to the gas control system.~~
- The flex leads on the output end of the generator including the generator collector rings.

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ATTACHMENT 2

GE SERVICES

General

GE and Customer agree that the intent of this Agreement is for GE to provide all necessary Maintenance Services and Parts required to maintain the Covered Units in good working condition so as to maintain reasonable availability, reliability, economy and safety of operation of same. GE agrees to cooperate with Customer's work order numbering and par accounting systems as currently established and in effect.

As part of the Levelized Price to GE as described in ATTACHMENT 4, GE will provide all Planned Maintenance at no additional cost to Customer.

Also, in recognition of the payments made by Customer to GE as described in Attachment 4, GE will provide all Unplanned Maintenance per Section 1.2.1 of ATTACHMENT 4:

1.0 ASSUMPTIONS

The Planned Maintenance schedule and scopes, used by GE to develop its pricing assume the following: (i) operation of the gas turbine Covered Unit described in Attachment 1 at base load between 4000 and 8000 fired hours per year, with no peak load operation, on syn-gas fuel, with fewer than 100 starts per year (starts on distillate fuel), and with the first Planned Maintenance scheduled at 6,000 fired hours, and with all subsequent Planned Maintenance intervals of 8000 fired hours, and (ii) operation of the steam turbine Covered Unit described in ATTACHMENT 1 is only at such times as the gas turbine Covered Unit is operating within the above - noted range of fired hours per year, and (iii) operation of the combined cycle Facility only under base load conditions of approximately 321 MW and (iv) all fuel meeting GE specifications as set forth in Equipment Contract, as amended. A higher number of starts per year will necessitate a reduced interval for planned Maintenance. If gas turbine fired hours, starts or fuel, or steam turbine operation or hours (provided that this shall not be construed to preclude the gas turbine operating for limited periods of time when the steam turbine is not operating), or operation at base load (approximately 321 MW), do not generally fall within the above assumptions, the Planned Maintenance program will be modified in accordance with the recommendations of GE and/or the other manufacturers of key components or sub systems of the Covered Units, as applicable and, GE shall be entitled to an equitable increase in the Levelized Price described in ATTACHMENT 4, "PRICING", subject to Customer's agreement on the amount of the increase (such agreement not to be unreasonably withheld). In the event that the Parties cannot reach mutual agreement on such increase in Levelized Price the Parties will attempt to reach such mutual agreement through Dispute Resolution (Article 24.0 of ATTACHMENT 5). In the event the Dispute Resolution does not achieve mutual

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agreement, then GE shall have the right to terminate this Agreement in accordance with Section 9.3 (c). of ATTACHMENT 5..

2.0 PLANNED MAINTENANCE

2.1 During the term of this Agreement, GE shall provide all Maintenance Services and Parts for the Planned Maintenance of the Covered Units. The Planned Maintenance (as defined in Section 1.13 of Attachment 5) to be performed by GE shall include the work performed as necessary to maintain the Covered Units in good working condition: (i) gas turbine combustion inspection outage(s), (ii)gas turbine hot gas path inspection outage(s), (iii) gas turbine major inspection outage(s), (iv) steam turbine minor and major inspection outage(s) and (v) generator minor and major inspection outage(s). A general description of the GE scope of work for each such type of Planned Maintenance inspection is set forth below. It is understood, however, that intervals between Planned Maintenance Outages may be extended (or reduced, as the need may be determined based on future events) and further, that as a result of efforts to extend Planned Maintenance intervals, or other improvements during the term of this Agreement, not every task as listed below may be necessary at each such Planned Maintenance Outage. It is also understood that if through no fault of the Customer shorter intervals become necessary for such Planned Maintenance not withstanding the fact that the above assumptions are being met, Planned Maintenance on the more frequent recommended schedule is within the scope of GE's responsibility under this Agreement and will not be cause for additional compensation. It is anticipated that more customized or specific Planned Maintenance scopes will be jointly developed by GE and the Customer at planning meetings scheduled approximately six (6) months prior to each Planned Maintenance Outage or upon some other mutually agreeable schedule.

Performance of Planned Maintenance includes planning, site mobilization, disassembly, inspection, component replacement or repair as required, reassembly, demobilization and provision of post Outage reports. The various systems and/or components of the Covered Units that will be the subject of each particular Planned Maintenance Outage may vary, however, they are generally described as follows:

A Gas Turbine Planned Maintenance

(1) Combustion Inspection
- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Leading face of first stage nozzle
- Exit of compressor

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(2) Hot Gas Path Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks

(3) Major Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Load coupling
- Compressor blading
- Bearings and oil deflectors
- Casings and joint surfaces
- Measure & record alignment

~~B Steam Turbine Planned Maintenance~~

(1) Minor Inspection

- Combined high pressure stop and control valve
- Electro-hydraulic control system
- Hydraulic power unit
- Turbine-generator bearings
- Lube oil system
- Static exciter
- Steam seal system

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(2) Major Inspection

- Combined high pressure stop and control valve

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- Electro-hydraulic control system
- Hydraulic power unit
- Turbine-generator bearings
- Lube oil system
- Static exciter
- Steam seal system
- Rotors (HP & LP/IP)
- Shells (HP & LP/IP)
- Diaphragm and nozzle plates (HP & LP/IP)
- Packing ring segments & packing
- Oil deflectors
- Nuts, bolts, dowels and studs

C Generator Planned Maintenance

(1) Minor Inspection

- Review operating data
- Visually inspect through access covers

(2) Major Inspection

- Inspect bearings
- Stator winding and support system.
- Field wedges and retaining rings.
- Excitation system.
- Tilt pad bearing seals.
- Electrical tests of stator & field
- Polarization index

2. Planned Maintenance shall be performed at such intervals as may be reasonably required, but in no event shall such intervals exceed those recommended by GE. GE and Customer shall mutually agree upon the exact dates for Planned Maintenance Outages.

3.0 ASSIGNED TECHNICAL ADVISOR

During the term of this Agreement GE shall provide an Assigned Technical Advisor who shall provide Technical Advisory Services to the Customer, and who will serve as a technical liaison between Customer and GE, with respect to GE's performance of this Agreement. The Assigned Technical Advisor will be on site as required during Outages and emergencies, and otherwise at least monthly, and will attend Customer's Outage planning meetings for both Planned Maintenance and Unplanned Maintenance planning

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and scheduling, and participate in post Outage reviews with Customer approximately one month following completion of each Planned Maintenance and Unplanned Maintenance Outage for presentation and discussion of the related inspection and/or Outage report. Post Outage reports shall be complete and shall specifically address: (1) for Planned Maintenance, the general condition of major Parts and subsystems as determined by the inspections just completed together with descriptions of all Parts and subsystems repaired or replaced; and (2) for Unplanned Maintenance, a description of the problem(s) which made the Unplanned Maintenance necessary together with a description of the Parts and subsystems repaired or replaced, and (3) for all such Outages, a detailed listing of all materials, Parts, labor and subcontracted services together with the monetary value thereof in such reasonable detail as to facilitate Customer's cost-accounting and the use of Customer's "Workman" program for documentation of work performed. The reports shall include GE future projections and recommendations for future actions. (V)

4.0 UNPLANNED MAINTENANCE

During the term of this Agreement, GE shall provide Maintenance Services and Parts for the Unplanned Maintenance per Section 1.2.1 of ATTACHMENT 4, of the Covered Units. Any warranty work required in accordance with Article 4.0 of ATTACHMENT 5 shall not be considered Unplanned Maintenance. - Consistent with the pricing as set forth in Section 1.2 and 1.2.1 of ATTACHMENT 4, Unplanned Maintenance of a Covered Unit arising solely from a failure or cause outside of the Covered Units, shall be Extra Work for which GE will be compensated on a time and material basis as set forth in Section 1.2 of ATTACHMENT 4 of this Agreement, or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

5.0 PARTS

5.1 GE has previously sold to Customer at the Facility an inventory of certain spare Parts for the Covered Units. The inventory consisted of the Parts identified in Attachment 2-A (the "Existing Parts"). The Parties acknowledge that some of the Existing Parts were recently installed in the Covered Units during a 3/15/97 Forced Outage treated as Extra Work under this Agreement. The parts removed from the Covered Units during this 3/15/97 Forced Outage will be evaluated in accordance with the provisions of Section 1.1.2 of ATTACHMENT 4 and a mutually agreed upon credit applied pursuant to Section 1.1.2, items (b) through (d) of ATTACHMENT 4. The Customer shall make the remainder of the Existing Parts available at no charge for use by GE in the performance of this Agreement. GE may draw from all suitable parts available among the Existing Parts when performing Planned Maintenance and Unplanned Maintenance under this Agreement prior to otherwise furnishing Parts.

5.2 GE shall provide all Parts required for Planned Maintenance and Unplanned Maintenance and for warranty work under this Agreement to the extent that such Parts are not available within the Existing Parts inventory, provided however, that if a Part within the Existing Parts inventory is not suitable for use as a result of Customer's failure to store and

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maintain the Part in general accordance with GE's published guidelines, GE will be compensated as Extra Work for the provision of a Part in lieu of use of the unsuitable existing Part.

5.3 GE may utilize Customer's storage on the Facility site, in a manner reasonably acceptable to Customer, and/or use the services of subsidiaries, subcontractors or affiliates in order, from time to time, to establish or maintain inventories of Parts for possible or anticipated application to the Covered Units. Except for Customer's responsibility for provision of appropriate storage of such Parts, the costs for any such inventory program are included within the Levelized Price set forth in ATTACHMENT 4, "PRICING".

5.4 Except for storage of Parts as otherwise set forth in Sections 5.1 through 5.3 above, and except for Customer Responsibilities described in ATTACHMENT 3, Customer shall have no obligation to procure and keep available materials or Parts for use by GE in connection with Planned Maintenance, Unplanned Maintenance and warranty work of the Covered Units. GE agrees to cooperate with Customer's stores check out systems and procedures so as to facilitate Customer's inventory tracking and accounting systems. Customer shall provide direction and assistance to GE concerning such systems and procedures.

5.5 The fact that Customer is not obligated to store or make available Parts or materials for GE's use (other than is set forth in Sections 5.1 through 5.4 above) notwithstanding, Customer may elect to make certain of its materials available for GE's use. GE agrees to cooperate with Customer's stores withdrawal systems and accounting requirements, inclusive of documenting each withdrawal with an appropriate par accounting number as assigned by Customer. GE shall pay Customer's invoices for all such stores withdrawals within 15 days of receipt by GE of such invoice(s).

6.0 MONITORING AND DIAGNOSTICS SYSTEM

6.1 Monitoring and Diagnostics System (or "M&D System") means the system anticipated to be developed by GE Power Systems for monitoring and diagnostics of turbine-generator equipment, consisting of hardware, software and the Power Answer Center (by whatever designation), providing real time monitoring, communication and assessment of equipment condition, problem reporting and corrective action recommendations.

6.2 In consultation with Customer, and at no additional cost to Customer, GE anticipates providing during the term of this Agreement an M&D System relative to the Covered Units. Provision of the M&D System will be subject to license agreements and additional terms between GE and Customer to be provided and mutually agreed upon prior to the time the M&D System is furnished by GE. It is understood that title to the M&D System shall remain with GE and that the M&D System will include third party software subject to third party license terms and certain GE proprietary software which will not be licensed to Customer and not available for Customer's use. GE shall negotiate with said 3rd parties reasonable licensing provisions for the use and application of such software by GE at Customer's site during the term of this Agreement. Customer access to telephone

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communication to the Power Answer Center will be included. Provided the Parties reach mutual agreement on the licensing agreement(s) and additional terms as referred to herein such M&D System shall be utilized and monitored as necessary by GE in its performance of this Agreement.

6.3 GE's intention to provide an automated M&D System notwithstanding, the foregoing Sections 6.1 and 6.2 of this ATTACHMENT 2 shall not be construed to limit GE's obligation to provide traditional, more conventional trouble shooting and diagnostic efforts to the extent necessary to comply with its obligations under this Agreement.

7.0 ADDITIONAL OBLIGATIONS OF GE

7.1 Control of the Work: GE shall be solely responsible for all field performance techniques, sequences, procedures, and safety and quality programs in connection with providing its Parts and Maintenance Services hereunder. ✓

7.2 Subcontractors: Upon prior approval from Customer, GE may subcontract its work scope in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GE subcontracting for craft labor services. GE shall be solely responsible for the engagement, contracting with and management of its subcontractors and, others that GE has contracted for, in the performance of the work hereunder, and the creation of any subcontractor relationship shall not relieve GE of its obligations hereunder.

7.3 Employment Practices. GE and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, and general terms and conditions of employment. GE agrees to post, in conspicuous places available to employees and applicants, employment notices setting forth the policies of nondiscrimination and shall state, in all publications soliciting applicants for employment, that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin, or age. GE shall itself comply and shall cause its subcontractors to comply with applicable nondiscrimination and equal opportunity laws and regulations.

7.4 Technical Information GE shall submit to Customer for review and comment technical information for all changes to Customer's equipment which may be recommended by GE in connection with this Agreement.

7.5 Liens. GE agrees that it shall keep Customer's Polk Power Station free from all liens on account of Parts and Maintenance Services and warranty work as set forth in accordance with Article 4.0 of ATTACHMENT 5, provided pursuant to this Agreement

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and shall cause any lien asserted against the same by its suppliers and subcontractors and employees to be discharged within thirty (30) days of its assertion, provided such liens do not arise out of Customer's failure to pay amounts not in good faith dispute under this Agreement or an act or omission of the Customer. All payments made under this Agreement shall be made in accordance with the Mechanics Lien Statute, Chapter 713, Florida Statutes. The Customer may require appropriate lien releases and waivers and affidavits from GE with respect to the Parts and Maintenance Services prior to making any partial or final payments.

7.6 Responsibility for those performing the Work: GE shall be responsible to the Customer for the acts and omissions of all its employees and subcontractors, their agents and employees and all other persons performing any of the work under a contract with or for the benefit of GE.

7.7 Safety: GE shall comply and shall cause its subcontractors entering upon the Customer's site to comply as a minimum with Customer's Site and Safety Requirements a set forth in ATTACHMENT 6 of this Agreement. GE shall also comply with Customer's Project Safety Management ("PSM") program at the site.

7.8 Ownership of Used Parts: GE agrees to deliver to Customer all Parts removed from the covered Units during the final 18 months of the ten year Agreement. Said Parts shall be delivered in "as is' condition and shall become the property of Customer.

7.9 Reporting Support: GE agrees to cooperate with Customer to reasonably support their reporting requirements to DOE.

8.0 TIME OF DELIVERY/PERFORMANCE

The intent of this Agreement is, in part, to provide timely availability of Parts and Maintenance Services so as to: (1) avoid to the extent possible the unavailability of the Covered Units; and (2) when not possible to avoid such unavailability, to minimize the duration of said unavailability. Accordingly, the Parties will cooperate to make available at the Polk Power Station site all Parts and Maintenance Services necessary for Planned Maintenance as needed to support each Planned Outage. For Unplanned Maintenance, the Parties will cooperate to make all necessary materials, Parts and personnel available at the Polk Power Station site as quickly as reasonably possible. GE shall, consistent with the terms of this Agreement, expeditiously perform its work under this Agreement so as to minimize any period of equipment unavailability.

Premium labor costs for overtime efforts in connection with Planned Maintenance performed in accordance with the then-current Planned Maintenance schedule and for Unplanned Maintenance as the need may arise, are included in the Levelized Price set forth in ATTACHMENT 4 of the Agreement, however, in the event that Customer directs GE to perform Planned Maintenance on an overtime basis, for Customer's convenience or to accelerate the previously agreed-upon schedule, GE shall be entitled to recover actual

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premium differentials in addition to that portion of the Levelized Price applicable to the subject work.

In the instance of an Unplanned Maintenance event, GE and the Customer shall mutually agree upon a schedule within 72 hours of notification from Customer to complete the scope of work required to return the Covered Units to service as quickly as possible, to the extent as can be determined at the time the schedule is established. Such schedule shall identify a planned date for the Covered Units to be mechanically complete and ready for start-up. GE agrees to pay, Liquidated Damages of $10,000.00 per day for each full day after the aforementioned scheduled date that the Covered Unit is not ready for start-up, subject to the provisions of ATTACHMENT 3 and Article 6.0 of ATTACHMENT 5,. Any Liquidated Damages shall be paid by GE within thirty (30) days from invoice by Customer and shall be limited to a maximum of ten (10) calendar days per event. In the event of failure of GE to make Parts available or perform Maintenance Services such that the ten (10) day cap is exceeded, the Customer shall be entitled to terminate the Agreement pursuant to Section 9.2 (c), of ATTACHMENT 5 in addition to the liquidated damages as set forth herein. The liquidated damages and termination rights provided herein shall be in lieu of, and shall, when credited, relieve GE from all liability and any other damages incurred by Customer under this Section 8.0 of this ATTACHMENT. The foregoing liquidated damages shall constitute Customer's sole and exclusive remedy for failure to meet the mutually agreed Unplanned Outage schedule.

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ATTACHMENT 3

CUSTOMER RESPONSIBILITIES

1.0 During the term of this Agreement, Customer shall provide and/or ensure the availability of, at no cost to GE and in a timely manner, the following:

1.1 Provide a designated Customer representative(s) to consult and coordinate with GE's personnel on matters related to GE's scope of work under this Agreement including, but not limited to, (i) advance planning, scheduling and performance of Planned Maintenance, (ii) post Outage meetings after performance of Planned Maintenance and (iii) coordination of operation activities during periods of Planned Maintenance, Unplanned Maintenance and Forced Outages.

Customer's representative(s) will be reasonably available as necessary to allow timely performance by GE. Customer's representative(s) shall have the responsibility of coordinating activities between GE and other contractors at the Facility which are not under GE's control.

1.2 Site security to protect GE tools, parts, materials and equipment against theft or loss. GE personnel will take reasonable precautions to protect against weather damage to materials and Parts and petty site theft. GE shall be responsible for damage resulting from GE's handling of materials and Parts.

1.3 Prompt access to Customer's warehouse and shop facilities, and the existing Parts, as may be required by GE for performance of its work.

1.4 Reasonable and climate controlled, secure office space, telephone and facsimile transmission facilities and wash room and toilet facilities at the Facility site for Technical Advisors proximate to the location(s) of GE work at the Facility.

1.5 For Parts inventory owned by GE and located at the Facility, Customer shall (i) provide safe and adequate storage in accordance with instructions of GE, (ii) maintain the Parts free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors and other creditors of any nature, (iii) allow GE timely access to the Parts as reasonable and necessary and consistent with Customer's stores control systems and procedures, and (iv) maintain risk of loss of Parts in storage at its Facility.

1.6 Provide off-loading, loading and handling at the Facility, with Customer equipment currently available, of all parts being received from or shipped to GE in connection with any GE parts inventory at the Facility site.

1.7 Consultation with GE's personnel in advance with respect to the scheduling of all inspection work associated with GE's services.

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1.8 Priority use of station bridge crane (operator to be provided by GE) to support GE's work scope.

1.9 Compressed air and all Facility site utilities, including water and electricity, in such amounts, pressures, volumes, etc. as necessary for performance of the Agreement.

1.10 Access to all technical information, equipment manuals and drawings respecting the Covered Units for the use of GE's personnel in performance of this Agreement to the extent such items have been previously provided by GE to the Customer.

1.11 Access to lay down space adjacent to Covered Units for lay-down, inspection and repair of Parts.

1.12 Utilize only lubricants meeting specifications set by the applicable equipment manufacturer(s) to the extent that such specifications have been previously provided to Customer by GE.

1.13 Operate the Covered Units using only fuels meeting the specification set forth in the Equipment Contract as amended.

1.14 Make available for GE's use all special tools and equipment supplied with the Covered Units by GE or other manufacturers or equipment seller.

1.15 Provide all lube oil, hydraulic fluid, and operational (routine) spare parts filters, lubricants, and other items as set forth in ATTACHMENT 3A for use by GE.

1.16 Proper operation of the Covered Units in accordance with GE's previously provided written instructions or recommendations and Prudent Electrical Practices as reasonably necessary in connection with GE's scope of work; provided however, the Customer shall not be responsible for increases to the Levelized Price or additional payments associated with any improvements required by GE issued Technical Information Letters (TIL's) or other such written recommendations issued by GE necessary to maintain the Covered Units in the condition in which they were initially provided by GE.

1.17 Adequate fire fighting equipment and services.

1.18 Access to Customer's first aid facilities to the extent these are (and remain) available at the site.

1.19 Provide the following support activities in connection with GE's Outage work together with other reasonable support:

a) Verify electrical connections following reconnection.
b) Perform off-site disposal of trash (non hazardous).
c) Touch up painting of Covered Units' enclosures.

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d) Deactivate/reactivate CO_2 system.
e) Lock out/Tag out of systems and components.
f) Ensure that gas and injection supplies are properly isolated.

1.20 Obtain all permits and licenses required for performance of work at the Facility other than contractor's licenses, professional licenses and similar licenses generally required for GE to perform work such as its obligations under this Agreement.

2.0 Render operational support as may be reasonably required by GE in the performance of its obligations under this Agreement, including but not limited to:

a) Making the Covered Units available for performance of GE's Maintenance Services in a manner reasonably consistent with Customer's operational needs.

b) Taking such measures, in consultation with GE, as may be appropriate to minimize damage which may result in or from a Forced Outage for such period as may be reasonably necessary.

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ATTACHMENT 4

PRICING

1.0 PRICING

The Levelized Price to be paid to GE shall be as follows:

1.1 Levelized Pricing Scope and Method of Computation

Except as otherwise set forth in this ATTACHMENT 4, the Levelized Price to be paid by Customer to GE for any applicable period up to a full Agreement Year during the term of this Agreement, for all Maintenance Services and Parts required under this Agreement with respect to the Covered Units, including all Planned Maintenance, Unplanned Maintenance up to the limits set forth in Section 1.2.1 of this ATTACHMENT 4, and warranty work as set forth in Article 4.0 of ATTACHMENT 5, shall be computed in accordance with Section 1.1.1 below (the "Levelized Price"):

1.1.1 Actual Amount Due: Not later than 10 days after the end of each Agreement Year, the actual, total number of gas turbine fired hours for the Agreement Year just completed shall be determined from Customer's operating records and said number of fired hours shall be used in applying Table No. 1 below. The actual amount due for the Agreement Year just completed shall be the greater of (a) $600,000, or (b) the amount calculated by multiplying (i) the Levelized Mils/KW-Hr rate corresponding to the actual number of gas turbine fired hours for the previous Agreement Year by (ii) the actual number of KW-Hrs of electrical power produced by the Covered Units, as measured at the generator terminals, during the subject Agreement Year.

TABLE NO. 1

	Levelized Mils/KW-hr	
Gas Turbine Fired Hours Per Year	Years 1-3	Years 4-10
8000+	1.19 9.52×10^6	1.33 - 10.64×10^6
7000 - 7999	1.19 8.33×10^6	1.45 - 10.15×10^6
6000 - 6999	1.23	1.59
5000 - 5999	1.38	1.74
4000 - 4999	1.53	1.79

1.1.2 Customer Purchased Parts:

a. The Parties acknowledge and agree that the Customer's previous payment in the amount of $1,913,043.30 for Parts delivered by GE pursuant to Purchase Order No. 45960 (the "Existing Parts") shall be deemed to apply toward satisfaction of that portion of the Levelized Price applicable to the first Agreement year under the Agreement upon completion of transfer of said Parts to GE.

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WHAT PARTS WERE REPLACED

b. Some of the Existing Parts purchased by Customer as set forth in Section 1.1.2,(a). above were installed in the Covered Units during a 3/15/97 Forced Outage treated as Extra Work under this Agreement.

c. A determination will be made as to the extent of the damage of the parts removed from the Covered Units during the 3/15/97 Forced Outage and replaced by Existing Parts. GE shall repair/refurbish such parts as mutually agreed to be reusable. The Customer will be responsible for all such repair/refurbishment payments as Extra Work under this Agreement.

d. A mutual determination will be made as to the consumed life of the parts removed during the 3/15/97 Forced Outage. Customer will pay GE for the value of the life consumed on such parts (based on GE published life expectancy for combustion Parts) per GEK-3620D and repaired/refurbished parts will become the property of GE.

e. The Customer has also issued P.O. numbers 49320 and 49588 for additional parts to support the 3/15/97 Forced Outage. Parts removed during the 3/15/97 Forced Outage and replaced by such additional parts will be assessed and a determination will be made as to the extent of the damage of the parts. GE shall repair/refurbish such parts mutually agreed to be reusable. The Customer will be responsible for all such repair/refurbishment payments as Extra Work under this Agreement.

In addition, a mutual determination will be made as to the remaining life of the parts removed during the 3/15/97 Forced Outage. A credit will be issued by GE to the Customer for the pro-rated value (based on GE published life expectancy for such parts per GEK-3620D of the remaining life) of any such parts. The credit shall be applied against the amount due to GE under the P.O. numbers 49320 and 49588. In addition to any such credit, the price due to GE under the P.O. numbers 49320 and 49588 will be adjusted by the discount set forth in Section 1.2.2. (a) of this ATTACHMENT.

1.1.3 For purposes of invoicing adjustments or termination of this Agreement, the Parties may from time to time desire to establish the Levelized Price applicable to a period longer or shorter than an Agreement Year.

The actual amount due for a day, month, quarter or any other period less than an Agreement Year may be determined (at the conclusion of the subject Agreement Year) by applying the same technique as set forth above for an entire Agreement Year, except that the actual number of KW-Hrs produced during the applicable period will be used in the calculation and, if applicable, the $600,000 per year amount will be prorated for the subject period. The actual, cumulative Levelized Price may be determined at any time during the Agreement term by totaling the Levelized Price for all previous Agreement Years and adding thereto that portion of the Levelized Price earned by GE for all, or part, as applicable, of the final, or then-current, Agreement Year.

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1.1.4 Basis of Price: The Levelized Price is in United States Dollars and includes all Parts and Maintenance Services being provided by GE at Polk Power Station with freight and insurance prepaid and included in the Levelized Price. The Levelized Price further includes all customs duties; shipping or agent fees; all governmental charges, permits, taxes or fees related to shipments (subject to Article 8.0 of ATTACHMENT 5 of this Agreement); import fees or duties or other fees, charges or assessments relating to shipment or import of materials or equipment which are in effect as of January 1, 1997.

1.2 Additional Compensation

The Levelized Price computed in accordance with Section 1.1 of this ATTACHMENT 4 represents the total price due to GE, for the period covered by said computation, for performance of GE's obligations under this Agreement with respect to the Covered Units, except as otherwise set forth in this Section 1.2 for: (i) Extra Work, (ii) certain Unplanned Maintenance as described in 1.2.1 below, (iii) work resulting from an Excusable Delay and, (iv) escalation in accordance with the terms of Article 3.0 of this ATTACHMENT 4. Circumstances for which GE is entitled to additional compensation hereunder, and the methods of computing same or of determining the manner in which costs will be shared by the Parties, are as follows:

1.2.1 Unplanned Maintenance

GE shall bear the expense as part of the Levelized Price or Customer shall make payment as Extra Work described in Section 1.2.2 below for Parts and Maintenance Services provided by GE in connection with Unplanned Maintenance in accordance with the following:

(1) To the extent Unplanned Maintenance is the result of fault or negligence on part of Customer or its other contractors, or arises as a result of an event of Excusable Delay, the Maintenance Services and Parts provided by GE for such Unplanned Maintenance shall be considered Extra Work and Customer shall pay GE thereafter in accordance with this Agreement;

(2) In all other cases of Unplanned Maintenance, Customer shall pay GE the price thereof, as Extra Work, in accordance with this Agreement, that portion of the price in excess of $1,000,000.00 and GE shall bear the first $1,000,000.00 (per Unplanned Maintenance Event) of such charges.

1.2.2 Extra Work

Extra Work (as defined in Section 1.6 of ATTACHMENT 5) shall computed, documented and submitted for Customer's approval/concurrence as required in Article 15.0 of ATTACHMENT 5 of this Agreement; provided however, that Extra Work performed on a Time and Material ("T&M") basis, shall be priced, computed, documented and submitted as required in accordance with the following:

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a) Parts: Parts shall be invoiced at eighty percent (80%) of GE's then-current list prices.

b) Incidental Materials: Expendable, consumable, and other incidental and permanent materials shall be billed at GE's cost, as indicated by invoices to GE or other documentation acceptable to Customer, plus twelve and one-half percent (12.5%).

c) c) GE Services: Services performed by GE's technical personnel shall be invoiced at GE's standard, then-current published rates for such services, less fifteen percent (15%) of gross invoicing.

d) Craft Labor: Nonprofessional, craft labor performing field work shall be billed to Customer at the invoice price to GE (with actual rates to be mutually agreed to by the Parties) plus a markup for overhead and profit for a combined total of twelve and one-half percent (12-1/2). This item d) shall not be also billed as Out-sourced Services as indicated in item e) below.

e) Out-sourced Services: Services performed by GE's subcontractors, vendors or other third (3rd) parties shall be billed at invoice cost, as indicated by invoices to GE (with actual rates to be mutually agreed to by the Parties), plus twelve and one-half percent (12-1/2%). This item e) shall not include Craft Labor as indicated in item d) above.

f) GE Apparatus Service Shop Pricing: Services performed by GE's Apparatus Service Shops shall be invoiced at GE's standard, then-current published rates for such services, less ten percent (10%) of gross invoicing.

1.2.3 Excusable Delay Events.

Maintenance Services and Parts necessary as a result of an event of Excusable Delay shall be provided by GE as Extra Work.

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1.2.4 Escalation

GE may be entitled to additional compensation, or credits may become due to Customer, in connection with the Levelized Price as determined in accordance with the Escalation provisions set forth in Article 3.0 of this ATTACHMENT 4.

1.2.5 General

Notwithstanding any other provisions of this Section 1.2, nothing contained herein shall be deemed to limit either Party's right, in accordance with and subject to the terms of this Agreement, to recover additional amounts which may become due by reason of causes other than the Parts and Maintenance Services performed, including, without limitation, claims that may become applicable with respect to the provisions of ATTACHMENT 5, Article 4, Warranty; Article 5, Patents; Article 6, Excusable Delays; Article 8, Sales and Similar Taxes; Article 9, Termination; Article 11, Shipment; Article 20, Indemnity; and Article 21, Insurance.

2.0 TIME AND MANNER OF PAYMENTS

The Price shall be paid in accordance with the following:

2.1. Annual Payments

2.1.1. Annual Advance Payment: Customer agrees to, each year during the term of this Agreement, except for the final year, make an annual advance payment ("Annual Advance Payment") to GE to be used towards satisfaction of the amounts which may become due to GE pursuant to the Levelized Price under this Agreement during the then-current Agreement Year. The first (1st) such Annual Advance Payment shall be in the amount of two million, five hundred thousand dollars ($2,500,000.00) less Customer's previous payment of $1,913,043.30 for the Existing Parts pursuant to Customer's previous Purchase Order No. 45960, and shall be due and payable within fifteen (15) days from the date of execution of this Agreement by both Parties and shall be deemed to apply towards the first (1st) Agreement Year (January 1, 1997 through December 31, 1997) without regard to the actual date of signing of this Agreement by the Parties. Each subsequent Annual Advance Payment, except for the final year, shall be computed as set forth hereafter in this Section 2.1.1 and shall be subject to adjustment in accordance with Section 2.1.2 (b) hereafter, and shall become due and payable on January 15th of each successive Agreement Year, except for the final year. Computation of the Annual Advance Payment amount for Agreement Years 2 through 9 shall be as follows:

a. Estimating Amounts to Become Due: The Parties shall estimate the amount of the Levelized Price anticipated to be due for the applicable Agreement Year. For purposes of estimating the Levelized Price payments, the Parties agree that the amount to become due for any period may be estimated in advance by the Parties mutually agreeing upon an estimated number of annual fired hours that the gas

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turbine is expected to operate during the Agreement Year(s) in which said period will occur and estimating the number of KW-Hrs the Parties anticipate will be produced during said period. Using such agreed-upon estimated fired hours and KW-Hrs, the Parties will then calculate the estimated Levelized Price amount to become due during said period using methods which are otherwise the same as those set forth in the forgoing Section 1.1.1 of this ATTACHMENT 4.

b. Annual Advance Payments, Yrs. 2 - 9: In December of Agreement Year 1 and each December thereafter through December of the 8th Agreement Year unless this Agreement is sooner terminated in accordance with Article 9.0 of ATTACHMENT 5, the Parties shall meet for the purpose of mutually agreeing on: (i) the projected number of gas turbine fired hours that the Parties expect the gas turbine to operate during the upcoming Agreement Year, and (ii) the projected number of KW-Hrs of electrical power the Parties estimate will be produced during the upcoming Agreement Year (to be determined by multiplying the projected gas turbine fired hours by 321,000 KW-Hrs per fired hour), and (iii) based on (i) and (ii) above, the projected Levelized Price amount which the Parties calculate will become due and payable, determined in accordance with the computations described in Section 1.1.1 of this ATTACHMENT 4, for the upcoming Agreement Year. Such projected amount determined as set forth in this subparagraph (b), and with due regard to the requirements of subparagraph (c) hereafter, shall be the amount of the Annual Advance Payment due from Customer to GE for the upcoming Agreement Year provided, however, that the Annual Advance Payment shall never be less than $600,000.00.

c. Projecting Gas Turbine Fired Hours: The Parties agree that, in estimating and mutually agreeing upon the projected number of gas turbine fired hours for the upcoming Agreement Year, their intent is that said number of projected fired hours will be equal to the actual number of gas turbine fired hours experienced during the period of January through November of the then-current Agreement Year together with a reasonable allowance for the month of December; and, further, with reasonable adjustment for any other anticipated major differences between the two Agreement Years, such as, but not necessarily limited to, anticipated differences in major Outages (if any).

d. Monthly Accounting: At the end of each month during the term of the Agreement (except for the final Agreement Year), the Parties will determine a monthly accounting of that portion of the Annual Advance Payment deemed to have been exhausted during the previous calendar month and applied toward the Levelized Price. The Customer shall provide GE with the actual kiloWatt-hours produced during the given month and GE shall compute the portion of the Annual Advance Payment exhausted by pro-rating the actual kiloWatt-hours and the appropriate rate as set forth in Section 1.1.1 of this ATTACHMENT.

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2.1.2. Actual Annual Payment Due: The actual amount of the total Levelized Price due from Customer to GE for any and each Agreement Year shall be determined after December 31st of the applicable Agreement Year and prior to January 10th of the following calendar year. Customer shall, upon receipt of accurate invoice(s) from GE no later than January 10th of the calendar year following the Agreement Year for which invoicing is provided by GE, pay any balance due on said invoice by electronic transfer of funds no later than January 15th of the calendar year following the Agreement Year to which said invoicing applies. In the event GE fails to provide reasonably accurate invoice(s) on or before January 10th, the January 15th payment-due date shall be automatically extended by one (1) day for each day beyond January 10th that Customer fails to receive said proper invoice(s). The method of computing the actual amount due and other applicable invoicing and payment terms (including necessary adjustments) are as follows:

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a. The actual amount earned by GE for any or each Agreement Year for providing Parts and Maintenance Services necessary to fulfill GE's obligations pursuant to ATTACHMENT 2 of this Agreement, shall be computed in accordance with the forgoing Article 1.0 of this ATTACHMENT 4.

b. In the event that the amount earned by GE for the Agreement Year just completed as invoiced in accordance with the foregoing Section 2.1.2.a, less applicable previous payments by Customer and credits due to Customer (if any), has exhausted the Annual Advance Payment for said previous Agreement Year, Customer shall pay the balance (shortage) to GE in addition to the additional Annual Advance Payment computed as set forth in Section 2.1.1 above for the current Agreement Year. In the event that the amount earned by GE for the Agreement Year just completed, and accounting for applicable previous payments by Customer or credits due Customer (if any), fails to exhaust the previous Agreement Year's Annual Advance Payment amount, the balance (overage) shall be applied by GE towards payments to become due during the then-current Agreement Year and the Annual Advance Payment required to be paid by Customer for the then-current Agreement Year shall be reduced by an equivalent amount.

c. Notwithstanding anything to the contrary in this Agreement, the sum of $1,913,043.30 out of the first Annual Advance Payment shall be and remain a payment earned by GE and shall be retained by GE toward satisfaction of the Agreement Year 1 Levelized Price, regardless of the calculation described in Section 1.1 of this ATTACHMENT after the end of the first Agreement Year.

2.1.3 Final Agreement Year: Amounts earned by GE during the final Agreement Year shall be computed in accordance with Section 1.1.1 and shall be invoiced in accordance with Article 2 of this ATTACHMENT 4, with the exception that the amounts due shall be determined and invoiced monthly instead of annually. The calculations required pursuant to Section 1.1.1 of this ATTACHMENT 4 shall be based upon the number of gas turbine fired hours of the previous Agreement Year and the number of KW-hrs of electrical power

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produced at the generator terminals for the month being invoiced (the month just completed). Customer shall pay each monthly invoice within fifteen (15) days after receipt of reasonably accurate invoice.

2.2 Invoicing of Extra Work: Notwithstanding anything to the contrary herein, Extra Work may be invoiced immediately upon satisfactory completion of the Extra Work and Payment due within thirty (30) days after receipt of reasonably accurate invoice. The amount due pursuant to Section 1.1.1, and each charge pursuant to Section(s) 1.2.1 through 1.2.5 shall be clearly identified, described, subtotaled, and reasonably supported by documentation, when required pursuant to this Agreement, and the entire invoice(s) shall be totaled. Separate invoices supported by a summary sheet referencing and totaling same shall be acceptable.

3.0 ESCALATION

3.1. Prices will be escalated in accordance with the below published indices, with December 1996 used as the "Base Month":

3.2 The Actual Annual Payment due of the Levelized Price (described in Section 1.1.1 of this ATTACHMENT 4, above) shall be escalated yearly, for each Agreement Year at the end of the Agreement year being invoiced, by a percentage amount which is determined by comparing the indices indicated below as published in December of the preceding Agreement Year to those same indices for the Base Month:

a). 1/4 of the price shall be adjusted by an amount equal to the percentage by which the "Labor Index" for December of the preceding Agreement Year is greater or less than the "Base Labor Index".

b). 1/4 of the price shall be adjusted by an amount equal to the percentage by which the "Materials Index" for December of the preceding Agreement Year is greater or less than the "Base Materials Index".

c). 1/2 of the price shall be adjusted by an amount equal to the percentage by which the "Services Index" for December of the preceding Agreement Year is greater is greater or less than the "Base Services Index".

3.3 Definitions:

For the purpose of this provision, the following definitions apply:

a). The "Labor Index" shall be the Average Hourly Earnings in Electrical and Electronic Equipment (SIC 36) as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor.

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b). The "Materials Index" shall be the average of the following: (i) the Steel Mill Products Index (PPI-1017), (ii) the Foundry and Forge Shop Products Index (PPI-1015), and (iii) the Fabricated Steel Plate Index (PPI-1076), all as determined and reported monthly by the Bureau of Labor Statistics of the U. S. Department of Labor.

c). The "Services Index" shall be the average of the following: (i)ENR Skilled Worker's Index (ii) Average Hourly Earning - Total Private Series, and (iii) the published craft labor rate for Millwright Journeymen Local 1000, Tampa, Florida.

d). The "Base Labor Index", "Base Materials Index" and "Base Services Index" shall be the "Labor Index", "Materials Index" and "Services Index" as calculated above for the "Base Month", December 1996.

3.4. General

3.4.1. The "Base Labor Index" shall be determined to the nearest second decimal place. The "Base Materials Index" shall be determined to the nearest first decimal place. If the next succeeding place is five or more, the preceding decimal shall be raised to the next higher figure.

3.4.2. The adjustments shall be calculated to the nearest 1/10 of 1%.

3.4.3 If any of the above referenced Indices becomes discontinued, a new Index most nearly approximating the price index will be substituted as mutually agreed.

3.5 Sample Calculation

Actual Annual Payment Due on January 1998:	$100,000
Payment subject to Labor Index:	$25,000
Payment subject to Materials Index:	$25,000
Payment subject to Service Index:	$50,000

Base Month:	Dec., 1996
Actual Annual Payment Due escalation date:	Dec., 1997

	Labor	Materials	Services
Base Month Index (Dec., 1996)	1.0	1.0	1.0
Annual Payment Date Index (Dec., 1997)	1.05	1.03	1.04
% Change	+5%	+3%	+4%

Escalation Calculation:

Labor: $25,000 x .05 = $1250
Materials: $25,000 x .03 = $750

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Services: $50,000 x .04 = $2,000

Escalation Due on 1/15/98: $4,000

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ATTACHMENT 5

SERVICE AGREEMENT TERMS AND CONDITIONS

These Service Agreement Terms and Conditions are part of the Agreement.

1.0 DEFINITIONS

1.1 Agreement Year — A one year period (365 days, or 366 days in a leap year) coinciding with a calendar year. The first Agreement Year begins upon the Effective Date of this Agreement and ends upon conclusion of the 365th (or 366th as applicable) day thereafter. Subsequent Agreement Years then begin upon the annual anniversary of the Effective Date.

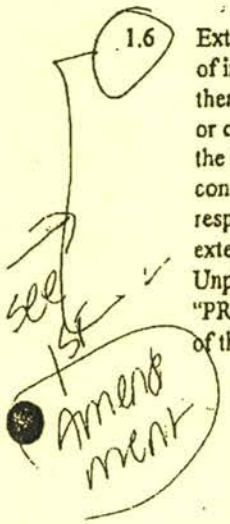
1.2 Assigned Technical Advisor - The GE representative designated to coordinate and consult with the Customer on matters related to GE's responsibilities under this Agreement.

1.3 Covered Unit — A Unit which is specified to be included within this Service Agreement. Customer's Covered Unit(s) are identified in ATTACHMENT 1.

1.4 Engineering Study/Inspection/Testing Services —Design, troubleshooting, diagnostics and analysis of equipment and/or systems by personnel using special expertise, techniques, instruments or devices with the objective of identifying problems, reporting opinions and/or recommendations relating to the current condition, proposed corrective actions and/or future serviceability of the equipment or system.

~~1.5 Equipment Contract — The contract between Tampa Electric and GE, dated November 6, 1992 as amended, under which GE supplied an engineered equipment package for the Facility.~~

1.6 Extra Work -- Parts and Maintenance Services which are: (1) specifically for the purpose of improvements, modifications, up-rates or upgrades of a Covered Unit, or component(s) thereof, requested by the Customer under this Agreement, or (2) an addition of equipment or components beyond those supplied by GE under the Equipment Contract requested by the Customer under this Agreement, or (3) provided for equipment or components not constituting part of the Covered Units, or which are otherwise beyond the scope of GE's responsibilities under this Agreement, or (4) provided for Unplanned Maintenance to the extent the price for such goods and/or services provided in connection with any Unplanned Maintenance Event is to be paid by Customer pursuant to ATTACHMENT 4 "PRICING", or (5) performed in accordance with the procedures set forth in Article 15.0 of this ATTACHMENT.



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1.7 Facility (or Facilities) — The plant, station or facility in which a Covered Unit(s) is located, which for both Covered Units is Tampa Electric's Polk Power Station.

1.8 Forced Outage — An Outage that occurs without advance scheduling as a result of a problem or failure in the applicable Unit.

1.9 Levelized Price - shall have the meaning described in Section 1.1 of ATTACHMENT 4.

1.10 Maintenance Services — The maintenance services, which will as necessary include provision of craft labor, tooling, temporary facilities, miscellaneous materials, consumables and expendables, equipment, Technical Advisory Services, planning, scheduling, removal and installation of Parts, assessment of equipment and/or components, and/or component repairs or refurbishments, with respect to Planned Maintenance or Unplanned Maintenance, or the need for Planned Maintenance or Unplanned Maintenance, as applicable, of the Covered Units or Extra Work under this Agreement; and including, as necessary, Engineering Study/Inspection/Test services provided under this Agreement.

1.11 Operational Spare Parts — Minor parts used by Customer for routine and daily maintenance plus those parts identified in ATTACHMENT 3A.

1.12 Outage — Removal of a Unit from electric generation service

1.13 Parts — New, repaired or refurbished parts, furnished by GE under this Agreement.

1.14 Planned Maintenance — Parts and Maintenance Services in conjunction with periodic inspection, testing, preventive maintenance, repair and/or overhaul of equipment in accordance with the equipment manufacturers' and/or designers' recommendations and/or Prudent Electrical Practices as more fully described in Article 2.0 of ATTACHMENT 2 . The Parts and Maintenance Services setforth herein include the warranty as described in Article 4.0 of this ATTACHMENT.

1.15 Prudent Electrical Practices — Those practices, methods and acts, at a minimum in accordance with the customary standards applicable to the electric utility industry, which a prudent owner and/or operator, and/or manufacturer and/or contractor would follow in connection with power generation facilities and equipment to accomplish the desired result lawfully, reliably, economically and safely.

1.16 Routine Maintenance — Maintenance of a preventive and minor nature that is performed in the normal course of operations to maintain equipment in working order on a day-to-day basis without an Outage, including inspection, lubrication, calibration, adjustment, minor leak repair, provision of fluids, greases, and resins, cleaning and replacement of filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches and light bulbs, and other similar preventive, and minor work.

1.17 Technical Advisor (Field Engineer) —An individual who is properly trained, qualified and factory supported as a GE field representative.

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1.18 Technical Advisory Services (also referred to as Field Engineering Services) — Technical advice and counsel from Technical Advisors (or Field Engineers) provided by GE based upon GE's engineering, manufacturing, installation and operations practices as applicable to Covered Units and Parts. Technical Advisory Services do not include supervision or management of Customer's employees, agents or other contractors.

1.19 Unit — The gas turbine with its associated generator, or the steam turbine with its associated generator, plus related auxiliaries within the terminal points as specified in ATTACHMENT 1.

1.20 Unplanned Maintenance — Maintenance Services and Parts that include neither Planned Maintenance nor Routine Maintenance, the need for which results from a Forced Outage or a need to eliminate the potential for a forced Outage or damage to or load restriction of the Covered Unit or otherwise arises without advance planning or scheduling. Work performed under Article 4.0 of this ATTACHMENT, Warranty, shall not be considered Unplanned Maintenance.

1.21 Unplanned Maintenance Event — A single incident that results in the need to perform Unplanned Maintenance of a Covered Unit. For purposes of this definition, the need to provide various Parts and/or Maintenance Services for such Unplanned Maintenance shall be considered to arise from a single incident when the need is closely related in time and causation to the same, particular incident. Examples of Unplanned Maintenance Event(s) are:

(a) an event in which the in-service failure of a lube oil pump results in both bearing damage and gas turbine bucket damage is one Unplanned Maintenance Event;

(b) an event in which a gas turbine failure occurs resulting in bucket damage and during the Outage to repair such bucket damage it is discovered that Unplanned Maintenance of the steam turbine is also needed for reasons not attributable to the gas turbine failure is two Unplanned Maintenance Events;

(c) repeated in-service failures of the lube oil pump are separate Unplanned Maintenance Events.

2.0 GE SERVICES

2.1 GE shall supply Maintenance Services and Parts necessary for the Planned Maintenance and Unplanned Maintenance of the Covered Units during the term of, and as specified in, this Agreement in a manner consistent with manufacturers' and/or designers written recommendations and Prudent Electrical Practices, and fulfill all GE services under this agreement, at the times necessary to meet the requirements of this Agreement and in accordance with the schedules established mutually. GE shall also provide quarterly operational service reviews to assess the condition of the Covered Units. GE's obligations are dependent upon Customer performance of Customer's responsibilities under this

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Agreement. GE responsibilities are further described in ATTACHMENT 2, "GE SERVICES".

3.0 CUSTOMER RESPONSIBILITIES

3.1 Customer shall perform Routine Maintenance of all the Covered Units, maintenance of equipment outside the limits of the Covered Units, , and operation of equipment and the Facility, all in accordance with the manufacturers' and/or designers' written recommendations and Prudent Electrical Practices. Customer shall furnish all services, materials and minor parts for performance of Routine Maintenance. Customer shall make the Covered Units reasonably available, in a manner consistent with industry practice and with reasonable consideration of Customer's need to serve its customers, for performance of GE's services, and fulfill all Customer responsibilities and obligations under this Agreement, at the times necessary to meet the requirements of this Agreement and in accordance with schedules established mutually. Customer's obligations are dependent upon GE's performance of GE's obligations under this Agreement. Customer responsibilities are further described in ATTACHMENT 3, "CUSTOMER RESPONSIBILITIES".

4.0 WARRANTY

The warranty set forth in this Article 4 is in addition to, not in lieu of, GE's obligations pursuant to this Agreement to provide Maintenance Services and Parts pursuant to its scope of work as described in ATTACHMENT 2 of this Agreement

4.1 GE Warranty — The following warranties set forth in this Section 4.1 apply to the Maintenance Services and Parts provided by GE under this Agreement:

4.1.1 Warranty of Maintenance Services — GE warrants to the Customer that Maintenance Services provided under this Agreement will be free from defects in material, workmanship and title. The "Warranty Period" for each incident of Maintenance Services shall be one year from completion of the particular incident of Maintenance Services. If any failure to meet the warranty appears within the Warranty Period, on condition that Customer notify GE promptly in writing thereof, GE will re-perform said defective Maintenance Services. If re-performance is not practicable, GE will furnish without charge services in an amount essentially equal to those which would have been required for re-performance, or make an equitable adjustment in the price to the Customer based upon the price of the defective Maintenance Services.

4.1.2 Warranty of Parts and Materials — GE warrants to the Customer that Parts, and any incidental materials furnished with Maintenance Services provided under this Agreement, will be free from defects in material, workmanship and title. The "Warranty Period" (except as to title) with respect to such goods shall be one year after completion of installation, provided however, the Part or material has been properly stored, maintained and used by the Customer (if such part has been given to Customer for such handling). If

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any failure to meet this warranty appears within the "Warranty Period", on condition that Customer notify GE promptly in writing thereof, GE will correct the failure by either, at its option, repairing or replacing the defective Part or material and such repair or replacement will include removal and replacement of parts of the Covered Unit(s) as necessary to affect the repair or replacement to the extent that the defective Part or material was installed by GE under this Agreement, but will not otherwise include any responsibility for removal or replacement of systems, structures or other parts of the Covered Units or Facility. If a failure in a Part or material cannot be corrected by GE's reasonable efforts, the Parties will negotiate an equitable adjustment. This "Warranty Period" shall not apply to any Part or material which has a normal life shorter than the "Warranty Period" or is normally consumed in operation. Such parts and material having a normal life shorter than the warranty shall be warranted for only their normal life. This warranty shall not apply to any Part or material, or portion thereof, which has been altered or repaired other than by GE or its subcontractor's or designee's.

4.1.3 Warranty of Engineering Study/Inspection/Test- GE warrants to Customer that Engineering Study/Inspection/Testing Services shall be free from defects in material, workmanship and title and shall be competently performed in accordance with Prudent Electrical Practices. The "Warranty Period" for such services shall be one year from the date when the work is performed. If any failure to meet the warranty appears within the Warranty Period, on condition that Customer notify GE promptly in writing thereof, GE will correct the defect by re-performing any defective portion of the service. If re-performance is not practicable, GE will furnish without charge services in an amount essentially equal to those which would have been required for re-performance, or make an equitable adjustment in the Levelized Price to the Customer based upon the price of the defective Maintenance Services.

4.2 Obligations: The foregoing obligations of GE described in this Article 4.0 are limited to the Maintenance Services and Parts supplied by GE under this Agreement. GE shall be responsible to "open and close" the Covered Units to repair or replace defective Parts or reperform Maintenance Services to the extent such defective Parts or Maintenance Services were provided by GE under this Agreement. GE's responsibilities do not include any responsibility or obligation with respect to removal or replacement of systems, structures, or other parts of the Facilities, including, specifically, no obligation of GE to "open and close" Covered Units or other equipment for any parts and/or services not provided by GE under this Agreement..

4.3 Tests: The conditions of any tests shall be mutually agreed upon and both Parties shall be notified of, and may be represented at, all tests that may be made.

4.4 Limitation: The preceding paragraphs of Article 4.0 set forth the exclusive remedies for all claims of the Customer based on failure of, or defect in , Maintenance Services or Parts, provided under this Agreement whether a claim however instituted, is based on contract, indemnity, warranty, tort (including negligence) strict liability or otherwise. Except as set forth in Article 5.0, "PATENTS", the foregoing warranties and guarantee are exclusive and are in lieu of all other warranties and guarantees whether written, oral,

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implied or statutory. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5.0 PATENTS

5.1 Subject to the provisions of this Article, GE warrants that the Parts sold or processes furnished hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any United States patent. If notified promptly in writing and given authority, information and reasonable assistance, and contingent upon Customer not making settlement adverse to GE in connection with such claim, GE shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on such a claimed infringement relating to this Agreement and GE shall pay all damages and costs awarded therein against the Customer relative thereto In case any Parts or processes are in such suit or proceeding held to constitute such an infringement and the use for the purpose intended of said Parts or processes is enjoined, GE shall, at its expense and option, either procure for the Customer the right to continue using said Parts or processes, or replace same with non infringing Parts or processes, or modify same so they become non infringing, or remove the infringing Parts or processes and refund the purchase price (less reasonable depreciation for any period of use) allocable to such Parts or processes. The foregoing states the entire liability of GE for patent infringement.

5.2 The preceding Section 5.1. shall not apply to any Parts or processes specified by the Customer and not of GE supply, or manufactured to the Customer's design, or to the use by Customer without GE's written consent of any Parts or processes furnished hereunder in conjunction with any other goods or processes in a combination not furnished by GE as part of this Agreement. As to any such Parts or processes, or use in such combination, GE assumes no liability whatsoever for patent infringement and the Customer will hold GE harmless against any infringement claim arising therefrom.

6.0 EXCUSABLE DELAYS

The term "Excusable Delay" means a delay in performance due to any of the following: acts of God, site conditions, Customer caused physical damage to the work at the site, failure to Customer to timely perform any of its obligations under this Agreement, acts of civil or military authority, fires, binding governmental priorities applicable to the Parts and Maintenance Services to be delivered under this Agreement, strikes or other labor disturbances, floods, unusually severe weather conditions, epidemics, war, riot, delays in transportation provided by a third party common carrier, (provided the delay does not arise as the result of a pricing issue between GE and said third party carrier),acts beyond the reasonable control of GE or other events similar to the foregoing affecting GE or its subcontractors or suppliers, or actions or inaction's of third parties who are not subcontractors or suppliers of GE, but only to the extent any of the foregoing directly

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affect GE's ability to perform its work in accordance with this Agreement and are beyond GE's reasonable control and efforts to prevent, avoid or mitigate. GE shall have no liability for nonperformance due to Excusable Delay. In the event of an Excusable Delay, all times of performance shall be extended by a period equal to the time lost solely by reason of such delay. As soon as practicable after the commencement of any Excusable Delay, GE shall give written notice to Customer of the event and the details of the event giving rise to the delay. Except in the case of an Excusable Delay caused solely by Customer's failure to timely perform any of its obligations under this Agreement, GE shall have the duty to expeditiously suggest an alternate solution to attempt to mitigate or resolve the delay or the effects of the delay. In the event that the delay extends beyond thirty (30) days, the Parties hereto shall be required to negotiate a reasonable resolution or plan to mitigate or resolve the effects of the delay, which is mutually acceptable to the interests of both Parties. Settlement of strikes and other labor disturbances shall be entirely within the discretion of GE.

In the event GE is delayed, and such delay causes actual additional costs to GE, by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, GE shall be entitled to an equitable price adjustment for such Extra Work in accordance with the procedures set forth in Article 15 of this ATTACHMENT and the pricing as set forth in Section 1.2.2 of ATTACHMENT 4, plus actual damages (if any), in addition to extension of the time of performance.

In the event that an Excusable Delay continues for more than one hundred-eighty (180) days either Party may terminate this Agreement in accordance with Section 9.1 hereof of these Service Agreement Terms and Conditions.

7.0 TERMS OF PAYMENT

Customer shall make payments to GE under this Agreement at the times and in the manner specified in said ATTACHMENT 4. Payment shall be made without deduction or setoff. If so instructed by GE, payments shall be made via electronic transfer of immediately available funds in accordance with the GE instructions.

8.0 SALES AND SIMILAR TAXES

Under existing Florida law, the Parties anticipate that all or a portion of the Maintenance Services and Parts will be exempt from Florida sales and use taxes. However, Customer shall be responsible for any applicable present or future Florida sales and use taxes which may be due on the Levelized Price or any other prices as set forth in ATTACHMENT 4, and adjustments hereunder, and GE shall be relieved of its obligations to collect and remit any such taxes to the State of Florida, if applicable.. Customer shall provide GE with written evidence of tax exemption or written evidence confirming Customers right to accrue such sales and use taxes and remit the same directly to the Sate of Florida. GE

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agrees to pass on to Customer the benefit of any valid tax exemptions GE may receive under this Agreement. GE shall pay all customs, import, payroll and gross receipts taxes or any sales or use taxes on consumables, non-exempt items, GE's overhead, supplies and equipment used in connection with the Maintenance Services and Parts provided under this Agreement. In the event GE is required to pay any Florida sales or use taxes on exempt items under this Agreement, after providing reasonable notice to Customer, Customer shall reimburse GE for such taxes as an addition to the Levelized Price or payments connected with Extra Work under ATTACHMENT 4.

9.0 TERMINATION

9.1 Termination upon Excusable Delay — If an event of Excusable Delay continues for one hundred-eighty (180)days, either Party may terminate this Agreement upon two days' written notice. If Customer is the Party that elects to terminate under this Section 9.1, Customer shall pay GE all the price due to GE pursuant to ATTACHMENT 4, pro rated to the date of termination.

9.2 Termination by Customer — Upon written notice Customer may terminate this Agreement upon the occurrence of any of the following:

a) In the event that GE ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against GE under bankruptcy or insolvency laws;

b) If within 30 days after commencement of any proceedings against GE seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within 30 days after the appointment without GE's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

c) If GE exceeds the ten (10) day cap as described in Article 8.0 of ATTACHMENT 2 and fails to reasonably cure such breach within two (2) days of notice from the Customer;

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d) If GE commits a material breach of this Agreement and (1) fails to cure the breach within 20 days of notice thereof served by the Customer, or (2) in the event that the breach cannot reasonably be cured within 20 days of notice served by the Customer, fails to commence a and diligently pursue an effective cure within such 20 day period and to provide reasonable evidence to Customer of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach.

9.3 Termination by GE — Upon written notice, GE may terminate this Agreement upon the occurrence of any of the following:

a) In the event that Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against Customer under bankruptcy or insolvency laws;

b) If within 30 days after commencement of any proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within 30 days after the appointment without Customer's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

c) Upon two (2) days written notice, if Customer fails to operate the Covered Unit(s) in a manner that generally falls within the Assumption's set forth in Article 1.0 of ATTACHMENT 2, after the parties cannot agree upon an equitable increase in the Levelized Price according to the terms set forth in Article 1.0 of ATTACHMENT 2, including exhausting the terms of ARTICLE 24 of ATTACHMENT 5.

d) If Customer commits a material breach of this Agreement and (1) fails to cure the breach within 20 days of notice thereof served by GE, or (2) in the event that the breach cannot reasonably be cured within 20 days of notice served by the GE, fails to commence a and diligently pursue an effective cure within such 20 day period and to provide reasonable evidence of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach

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10.0 TITLE

10.1 Except for Parts shipped into storage under Section 11.1 of this ATTACHMENT, title to each Part furnished hereunder shall pass to Customer at the time the Part is installed in Customer's Unit.

10.2 Title to Maintenance Services will pass to Customer as said Maintenance Services are performed.

10.3 The title and right of possession of equipment or parts of Customer repaired or modified in GE facilities or those of its suppliers or subcontractors shall remain with the Customer except for title to Parts removed from the Covered Units which pass to GE pursuant to Sections 10.4 and 10.5 hereafter. Risk of loss for Parts and parts while in GE's care, custody and control shall be with GE.

10.4 Except as set forth in Section 10.5 hereafter, Customer shall pass to GE title and right of possession to all parts removed from Covered Unit(s) by GE as part of GE's scope of services under, and during the term of, this Agreement. Title and right of possession shall pass to GE upon completion of removal of the part from the Covered Unit. Customer warrants good title to such removed parts and shall defend and indemnify GE against any title or interest claims of third parties related thereto. Failure of GE to provide replacement Parts for Customer's parts removed by GE for which title has passed to GE shall constitute a material breach of this Agreement.

10.5 Customer shall retain title to all Parts and parts removed from the Covered Units during the final Eighteen (18) months of the full 10 year term of this Agreement. GE shall deliver said used Parts and parts to Customer's warehouse at Polk Power Station in their "AS-IS" condition

11.0 SHIPMENT

11.1 If the Customer is unable, through no fault of GE under this Agreement, to accept shipment in accordance with the then current schedule of the Agreement, on the date when GE is prepared to make such shipment, GE shall have the right to deliver into storage all goods held as a result of the Customer's said inability and all reasonable expenses of storage and reshipment shall be to the Customer's account and paid to GE by Customer within thirty days of GE invoice(s). In the event Customer's inability to accept shipment is caused by GE's failure hereunder including, but not limited to GE's failure to conform to the then-current schedule, all such costs shall be to GE's account.

12.0 CUSTOMER'S INSPECTION

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12.1 Upon advance notice, employees of Customer, and/or representatives of Customer approved by GE (which approval shall not be unreasonably withheld provided that they are not agents or employees of GE competitors), shall be admitted at reasonable times to GE's manufacturing facilities and GE's supplier facilities on a reasonable basis and upon advance notification for the purpose of witnessing inspection of the Parts to be furnished or in the process of refurbishment and determining status of production. Such access shall be limited to areas directly concerned with Customer's Parts and shall not include restricted areas where developmental work or work of a proprietary nature is being conducted. However, neither completion of production work nor shipment shall be delayed to accommodate the inspector. GE shall provide reasonable advance coordination with Customer so as to facilitate scheduling of such Customer inspections.

13.0 COMPLIANCE WITH LAWS

GE's performance hereunder shall comply with all applicable federal, state and local laws, rules and regulations. The prices set forth in this Agreement, however, are based upon GE's design, manufacture and delivery pursuant to its design criteria, manufacturing processes and procedures and quality assurance program, and applicable laws, rules and regulations, all in effect on the Effective Date of this Agreement.

Therefore, in the event that changes in any applicable federal, state or local laws, rules or regulations occurring after the Effective Date of this Agreement require any changes in GE's performance, including, but not limited to, design criteria, manufacturing processes and procedures or quality assurance program, the Levelized Price will be adjusted equitably to reflect the change. Any other provisions, including but not limited to schedule, which are affected by such change will be equitably modified as appropriate. If the change is not possible, GE will so notify the Customer and the Customer may terminate the Agreement in accordance with Section 9.1 herein (as if an Excusable Delay had continued for more than one hundred-eighty (180) days for purposes of Section 9.1), or direct completion without change and assume responsibility for obtaining any necessary waivers.

Notwithstanding the foregoing paragraphs, no modification in Levelized Price or the pricing as set forth in Attachment 4 for Extra work will be made as a result of any general change in the manufacturing facilities of GE resulting from the imposition of any requirements by any federal, state or local government activity.

14.0 SITE CONDITIONS

14.1 Each Party assumes that any information furnished by the other Party is accurate and complete and is relying on such information. To the extent GE obtains actual knowledge of any conditions at the Customer's Facility site additional to or different from those normally expected or indicated in Customer-furnished information, or that are previously

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unknown physical conditions at the Customer's Facility site, GE shall promptly notify the Customer prior to proceeding. If such conditions cause an increase in GE's cost of, or the time required for, performance of any part of the work under this Agreement, and provided that GE was unaware of said conditions when the work was priced, an equitable adjustment shall be made, including without limitation an adjustment of price and/or schedule.

14.2 If GE encounters on the Facility site, pre-existing asbestos, toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute or ordinance or regulations issued thereunder), collectively referred to in this Article as hazardous substances ("Hazardous Substances"), which require special handling and/or disposal, or such substances are introduced to the site by Customer or others, the Customer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Agreement may safely proceed. If any such Hazardous Substances cause an increase in GE's cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Levelized Price, or schedule or both, as appropriate. Customer agrees to properly dispose of all Hazardous Substances introduced to the site by Customer or others and such toxic or hazardous substances otherwise present at the site through no fault or act of GE. Customer shall indemnify GE for any and all claims, damages, losses, causes of action, demands, judgments, and expenses, including without limitation attorneys' and consultants' fees and expenses arising out of or relating to the presence of any such Hazardous Substances which are: (i) present on the site prior to the commencement of GE's work or (ii) improperly handled or disposed of by Customer, or (iii) brought to the site or produced thereon by parties other than GE under this Agreement. GE shall indemnify Customer for any and all claims, damages, losses, causes of action, demands, judgements and expense, including, without limitation, attorney's and consultants' fees and expenses arising out of or relating to the production, introduction, use and misuse by GE or its subcontractors of any Hazardous Substances. In the event that GE or its subcontractors introduces upon the Site such Hazardous Substances or uses or generates such substances in connection with performing Maintenance Services under this Agreement, such substances shall be properly disposed of by Customer with GE responsible for costs associated with such disposal.

15.0 CHANGES, DELETIONS AND EXTRA WORK

Customer has the right to direct GE to perform, changes, including deletions and Extra Work, within the general scope of the goods and services to be performed by GE under this Agreement, subject to an equitable adjustment of the price or schedule and/or obligations, as applicable. Upon submittal of a written request by Customer to GE to perform Extra Work, or to alter, add to, or deduct from GE's scope of work hereunder, GE shall submit to Customer a written estimate of any adjustments to the scope of work, the schedule, the price, or any adjustments to the warranty or other obligations or other impacts that would result from the change. In the case of emergency work, GE shall proceed with the change or Extra Work as directed in writing by the Customer and any

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applicable price adjustment shall be at the time and material rates as set forth in Section 1.2.2 of ATTACHMENT 4, otherwise, any difference in price, schedule, rights and/or obligations, including without limitation GE's warranty obligations resulting from such technical changes must be mutually agreed upon in writing prior to proceeding with the affected part of the work. Any applicable price adjustment for any such Extra Work or change shall be determined in one or more of the following ways: (1) by mutually agreed upon firm lump sum price, or (2) by unit price as specified in this Agreement or otherwise agreed upon in writing, or (3) at time and material rates as set forth in Section 1.2.2 of ATTACHMENT 4 of this Agreement, or (4) such other basis as the Parties mutually agree upon in writing. All changes and Extra Work shall be performed and paid for or credited, as applicable, pursuant to the terms of this Agreement. Any changes not authorized by Customer as provided in Section 1.2.2 of ATTACHMENT 4 and Article 15.0 of ATTACHMENT 5 shall be at GE's expense.

16.0 NUCLEAR APPLICATION

The Parts and services, including incidental materials and components repaired by GE, furnished under this Agreement are not intended for use, and shall not be used, in connection with nuclear installations or applications using steam from a nuclear source of steam supply. Customer warrants that it shall not use such goods and services for such nuclear applications or activity, or permit others to do so, unless such use is specifically agreed upon in advance and in writing by GE. If any such use occurs without such GE consent, GE disclaims all liability and responsibility of any kind, whether arising as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise for any nuclear or other damage, injury, or contamination, arising out of or related to such use, and Customer shall indemnify GE against any such liability and responsibility.

~~17.0 LIMITATIONS OF LIABILITY~~

17.1 GE's liability on all claims of any kind, except for those under Indemnity pursuant to Article 20.0 hereof, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any materials, parts or services covered by or furnished under the Agreement or any extension of expansion thereof, shall in no case exceed the following limits:

(i) For all such claims arising during an Agreement Year in which GE performs a gas turbine hot gas path, or major Planned Maintenance inspection, the cumulative total of such liability for each such Agreement Year shall not exceed the sum of $8,000,000.00; or

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(ii) For all such claims arising during any other Agreement Year, the cumulative total of such liability for each such Agreement Year shall not exceed the sum of $3,000,000.00.

(iii) The aggregate, cumulative total of all such GE liability to Customer during the first five years of the term of this Agreement shall in no case exceed $15,000,000.00.

(iv) For each year that this Agreement is extended beyond five years, the aggregate, cumulative total indicated in (iii), above, shall be increased by $3,000,000.00 per year for Agreement Years 6 through 10.

The Parties agree that, in applying the above-noted monetary limitations of liability in this Section 17.1, neither the amounts paid by Customer for Maintenance Services and Parts performed and provided by GE under this Agreement, nor the cost paid or incurred by GE for performing and providing the same, shall be included in the amount of the limitations. All costs ~~incurred~~ by GE associated with all claims of Customer shall reduce the LOL amounts set forth above. paid to Customer AGJ

Except as to warranty of title to any goods furnished, all such liability shall terminate four (4) years following the termination or expiration of this Agreement. However, such four (4) year period shall not operate to extinguish such detailed written claims of Customer which have been made prior to the expiration of the applicable warranty period.

17.2 In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party or their respective employees, suppliers, or subcontractors, be liable for special, incidental, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, costs in excess of estimates, cost of purchased power, cost of substitute equipment, facilities or services, downtime costs, or claims of customers of the other Party for such damages ("Consequential Damages"). As regards claims of customers of the Parties for Consequential Damages arising out of or in connection with this Agreement, each Party agrees to indemnify the other for such claims of its customers.

17.3 In no event shall GE be liable under this Agreement for any loss or damage: (1) arising from its failure to discover or repair latent defects or defects inherent in the design of Customer's equipment that are not part of the Covered Units under this Agreement, or (2) caused by the use of goods or performance of services against the advice of GE; provided however, that the use of goods and services consistent with that advice previously provided by GE pursuant to the Equipment Contract, or otherwise consistent with GE practice in the industry as applicable to the Facility, shall not be deemed contrary to GE's current advice for purposes of this clause. If GE furnishes Customer with advice or assistance which does not pertain to the work provided by GE under this Agreement, the furnishing of such advice or assistance will not subject GE to any liability hereunder whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise.

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18.0 AGREEMENT

The Agreement consists of the "Service Agreement" and the attachments identified in the Service Agreement, including these Service Agreement Terms and Conditions. In the event of any conflict between provisions in these Service Agreement Terms and Conditions and the Service Agreement or other attachments, these Service Agreement Terms and Conditions shall take precedence.

19.0 NOTICES

19.1 All notices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal-in-hand delivery, sent by facsimile transmission, sent by prepaid certified mail return receipt requested, or sent prepaid by recognized overnight delivery service (such as Federal Express), delivered or addressed to the Notice Address and contact person set forth in the Service Agreement.

19.2 Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of facsimile transmission, on the date shown on the return receipt in the case of mailing, or on the date of delivery in the case of overnight delivery service. Either Party may modify its contact person and/or Notice Address by advance notice to the other Party.

20.0 INDEMNITY

20.1 For purposes of this Article 20 only, the following definitions shall apply: (i) reference to the "Customer" shall mean TECO Energy, Inc. in addition to Tampa Electric Company and TECO Energy, Inc. shall not constitute a "third party", and (ii) "Losses" shall mean all claims, demands, actions, suits, proceedings, losses, costs, penalties, liabilities, judgments, damages and expenses, including attorney's fees, by reason of personal injury, death or damage to third party physical property whether arising in contract, warranty, tort (including negligence), strict liability or otherwise. The indemnity obligations of GE and Customer under this Article 20.0 shall include, but not be limited to, "Losses" by reason of personal injury or death of an employee of GE or Customer regardless of whether GE or Customer, as applicable, has paid its said employee under the provisions of the Worker's Compensation Law of the State of Florida or other similar federal or state legislation for the protection of employees.

20.2 For specific and valuable consideration, and subject to the provisions of Article 17.0 hereof, GE shall indemnify and save harmless the Customer and their respective officers, directors and employees from and against any and all "Losses", as defined in this Article 20.0, arising out of the performance of this Agreement to the extent such damage or injury is attributable to the negligence or tortuously willful misconduct of GE or its subcontractors. For specific and valuable consideration, and subject to the provisions of Article 17.0 hereof, Customer shall indemnify and save harmless GE and its officers,

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directors and employees from and against any and all "Losses", as defined in this Article 20.0, arising out of the performance of this Agreement to the extent such damage or injury is attributable to the negligence or tortuously willful misconduct of the Customer or its other contractors. To the extent such damage or injury is caused by the joint or concurrent negligence or tortuously willful misconduct of the Customer and GE (including their respective contractors and subcontractors), the loss, cost, damage or expense shall be borne by the Customer and GE in proportion to their negligence or tortuously willful misconduct.

21.0 INSURANCE

21.1 GE shall procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to GE's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) General/Public Liability insurance in an occurrence form for GE's protection providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages, including coverage for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual Liability; (vi) Broad Form Property Damage; and (vii) XCU.

c) Automobile Liability Insurance, in a comprehensive form, for GE's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $2,500,000.00 per occurrence.

21.2 GE, and GE's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by GE in accordance with Section 21.1 (b) hereof shall not be canceled or changed without thirty days' advance written notice to Customer of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, GE shall deliver to Customer a certificate(s) of insurance evidencing that the insurance required to be maintained by GE in accordance with Section 21.1 of ATTACHMENT 5 is in full force and effect. The certificate(s) shall identify as the certificate holder: Tampa Electric Company, Attention: Tampa Electric Company, Procurement and Real Estate Department, Insurance Coordinator, Post Office Box 111, Tampa, Florida 33601-0111, to which address it shall be mailed or delivered.

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21.3 Customer shall procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to Customer's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) Any all Risk Property and Boiler and Machinery insurance applicable to the Covered Units or the Facility shall contain, and Customer hereby agrees to, a waiver of subrogation in favor of GE, its subsidiaries and affiliates, as applicable to this contract.

c) General/Public Liability insurance in an occurrence form for Customer's protection, providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages including coverages for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual Insurance; and (vi) XCU.

d) Automobile Liability Insurance, in a comprehensive form, for Customer's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $2,500,000.00 per occurrence.

21.4 Customer, and Customer's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by Customer in accordance with Section 21.3 (b) shall not be canceled or changed without thirty days' advance written notice to GE of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, Customer shall deliver to GE a certificate(s) of insurance evidencing that the insurance required to be maintained by Customer in accordance with Section 21.3 (b) of this Agreement is in full force and effect.

22.0 PROPRIETARY INFORMATION

22.1 Any data or other information of a proprietary nature (hereinafter "Proprietary Information") which is supplied by GE to the Customer and clearly marked "Proprietary", in connection with this Contract, shall be used by the Customer only for the purpose for which such Proprietary Information was supplied to it, and the Customer shall hold such Proprietary Information in confidence except insofar as it may be necessary for Customer to disclose same to third parties retained by Customer to assist in engineering, construction, maintenance or repair of Customer's Equipment, and associated structures

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and facilities, or to provide goods or services bearing a relation to the Equipment and/or Work supplied by GE under this Contract; and the Customer shall not make any such disclosure of Proprietary Information to a third party without first binding such third party to treat such information as confidential, except as otherwise agreed herein solely in order that Customer is able to comply with its reporting obligations to the DOE. The title to any Proprietary Information supplied by GE to the Customer shall remain in GE and no License beyond the limited right of use of such information set forth above shall be deemed granted to the Customer with respect to such Proprietary Information. Customer and GE agree that general arrangement drawings will not be considered or marked "Proprietary".

22.2 Permitted Disclosure Notwithstanding the foregoing restrictions, Customer shall have the right to disclose Proprietary Information furnished hereunder to regulatory authority, administrative hearing officers or equivalents or courts of competent jurisdiction ("Authority") to the extent required by such Authority. Except as required by securities laws, should Customer undertake to disclose Proprietary Information in accordance with this Section 22.2, Customer agrees to give GE advance written notice of such undertaking, to make reasonable efforts to secure confidential treatment of such Proprietary Information by the Authority, and to permit GE to participate in discussions with such Authority with regard to such confidential treatment.

22.3 Confidential Information In the course of performance of services of GE for the Customer, it is inevitable that certain confidential information will be revealed to one Party by the other or that either Party will obtain knowledge of such confidential information through other sources. Each Party agrees to maintain such confidential information except when such confidential information or Proprietary Information described in Section 22.1 is made known publicly or by a third party authorized to release such confidential information. Neither Customer nor GE shall release any information pertaining to this Agreement or use the name of the other Party on any public releases without prior written consent of the Customer and GE.

23.0 OPERATING RECORDS

Customer shall maintain full, complete and accurate records concerning operation of the Covered Unit(s) and Facility and the performance of all maintenance undertaken by the Customer. Such records shall include, without limitation, a rigorous and explicit operating log, logs and printouts of and from the control system(s) of the Covered Unit(s) and Facility, and documentation of all Routine Maintenance, and other maintenance, performed by Customer or Customer's other contractors. Upon request by GE, Customer shall provide GE with access to review and/or copy such records. GE shall provide to Customer complete and accurate reports describing Maintenance Services performed by GE upon the Covered Units.

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24.0 DISPUTE RESOLUTION

24.1 Any controversy, dispute or claim between GE and Customer, that cannot be resolved informally shall initially be referred , on five days written notice, to a meeting between GE's Assigned Technical Advisor and Customer's representative.

24.2 If the matter is not resolved at the meeting referred to above or, if such meeting does not occur, either party may, within ten (10) business days after the date of such written notice, present the matter to the management of GE and Customer for resolution. To this end, GE agrees that the General Manager of the Global Operation and Maintenance Department, or a representative thereof fully authorized to resolve the dispute, will meet with an Officer of the Customer or a representative thereof fully authorized to resolve the dispute, within seven (7) business days following presentation of the matter to them.

24.3 If the matter is not resolved within twenty (20) business days after the meeting held pursuant to the provisions of Section 24.2 above, or if such meeting is not held within thirty (30) days of the written notice in Section 24.1, either Party is then free to pursue whatever legal remedies it may have.

25.0 GENERAL

25.1 Any assignment or attempted assignment of any rights or duties under this Agreement, by either party, without the prior written consent of the other party, shall be void.

25.2 The provisions of this Agreement are for the benefit of the parties hereto and not for any other party or person, except as specifically provided herein. Customer represents that it is either the sole owner of the Facility or Facilities and Covered Unit(s) for which the Parts and Maintenance Services are to be provided hereunder or has the full right and authority to bind all of the owners, and does hereby bind all the owners, to this Agreement.

25.3 Upon prior approval from Customer GE may subcontract its work scope, in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld Customer approves GE subcontracting for craft labor services. GE shall be solely responsible for the engagement, contracting with and management of its subcontractors in the performance of the work, and the creation of any subcontractor relationship shall not relieve GE of its obligations hereunder.

25.4 Waiver by either Party, on any one or more occasion(s), of any right under this Agreement shall not be deemed a waiver of such right for any other or future occasion, or waiver of any other rights hereunder.

25.5 This Agreement contains the entire and only agreement between the Parties respecting Maintenance Services and Parts for the Covered Units, and supersedes all prior and contemporaneous agreements, understandings, offers and statements. No oral or written

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statement, representation, warranty, course of dealing or trade usage not specifically contained or referenced in this Agreement will be binding on either Party. Notwithstanding the foregoing, it is agreed that:

(i) The Equipment Contract and warranties contained therein are not modified or superseded by this Agreement and continue to exist subject to and in accordance with their terms. Warranty work performed under the Equipment Contract shall not be invoiced under this Agreement.

(ii) The Customer's purchase order, dated 12/23/96, Purchase Order No. E-N45960, with respect to the purchase of certain parts from GE, as described therein, is revised and superseded as follows:

a) Except for delivery, title and risk of loss provisions as described below, the terms and conditions applicable to provision of the Parts identified in the purchase order shall be replaced with the provisions of this Agreement, and

b) With respect to delivery, title and risk of loss, the provisions of the purchase order shall remain applicable to the Parts. Such provisions are as follows and it is agreed that the said parts were so delivered by December 31, 1996:

GE delivered all Parts covered by this purchase order to Polk Power Station no later than December 31, 1996. Title and risk of loss transferred to Tampa Electric upon such delivery or the date of this purchase order, whichever is later. Title and risk of loss for Parts removed from the Covered Units during the 3/15/97 Forced Outage, and credited in accordance with Section 1.1.2 of ATTACHMENT 4, transferred to GE upon removal of such Parts from the Covered Units. Title and risk of loss for the remainder of such parts not installed into the Covered Units during the 3/15/97 Forced Outage shall transfer to GE upon signature of this Agreement.

(iii) The Customer's Purchase Order No's. 49320 and 49588, with respect to the purchase of certain parts from GE, as described therein, is revised and superseded as follows:

The terms and conditions applicable to the provision of the parts identified in the Purchase Order number's 49320and 49588. and credited to the Agreement under ATTACHMENT 4, Section 1.1.2, b., shall be replaced with the provisions of this Agreement.

25.6 Invalidity, in whole or in part, of any of the articles or sections set forth in this Agreement will not affect the remainder of such article or section or any other article or section of this

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Agreement. Except for the Definitions, article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

25.7 No modification, amendment, rescission, waiver, or other change of this Agreement will be binding on either Party unless agreed to by the Parties in writing.

25.8 In performing this Agreement, GE shall be an independent contractor of the Customer. Nothing herein is intended to create a partnership or joint venture between the Parties or to otherwise alter GE's independent contractor status.

25.9 The prices set forth in the Agreement are based on the understanding that the obligations of GE under this Agreement will supplement and not duplicate the obligations under the separate Equipment Contract.

WHAT IS THIS?

25.10 Governing Law The validity, performance and all matters relating to the interpretation and effect of this Agreement, with the exception of matters relating to limitation of actions shall be governed by the laws of the State of Florida. Any issues under this Agreement related to limitation of actions shall be governed by the laws of the State of New York, excluding New York choice of law rules. It is the intention of Customer and GE to contractually shorten the Statute of Limitation applicable to issues arising under this Agreement. Any action or proceeding brought hereunder shall be brought in the location of Customer's principal place of business.

25.11 Survival The provisions entitled, "Proprietary Information"(Article 22), "Patents" (Article 5), "Limitations of Liability" (Article 17), Indemnity (Article 20), "Insurance" (Article 21), and "Warranties" (Article 4), as applicable, shall survive termination, expiration or cancellation of the Agreement.

25.12 In the event of disposal by Customer or GE of any Hazardous Substances, Customer or GE shall permit access for inspection and witnessing by the other Party's representatives of all such disposal activities and shall, within forty eight (48) hours after such disposal, provide copies to the other Party of all manifests, certificates of destruction/disposal, and all other documentation pertaining thereto upon Customer's or GE's written request. In the event such disposal is carried out by a subcontractor to Customer or GE, Customer or GE shall require the subcontractor to provide such access for inspection/witnessing and delivery of documentation as if such activities had been carried out by Customer or GE.

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ATTACHMENT 2A

EXISTING PARTS

ITEM	QTY	DESCRIPTION	DRAWING No.
001-085	Lot	Misc. Parts	GE ICN 97197201
086	84	Seal	352A2624P003
087	84	Seal	352A2624P001
088	84	Seal	344A5942P001
089	84	Cartridge, F.O. Filter	352A2660P001
090	12	Cap & Liner Assy.,Comb.	979E0242G007
091	6	Tip, Gas fuel nozzle	110E1113P001
092	14	Transition Piece	979E0269G020

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ATTACHMENT 3A

OPERATIONAL SPARE PARTS

The Attached Listing was provided by Tampa Electric Company

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	GAS TURBINE/GENERATOR POWER UNIT				
6228298	SWITCH, PURGE FAILURE	$36.92	1	$36.92	YES
6280422	SEAL KIT, FILTER DIVERTER VALVE	$8.00	1	$8.00	YES
6280423	SEAL KIT, PUMP & FILTER BYPASS VALVE	$7.00	1	$7.00	YES
6280424	SEAL KIT, HEAT EXCHANGER BYPASS VALVE	$7.00	1	$7.00	YES
[illegible]425	SEAL KIT, FILTER DIVERTER VALVE	$5.00	1	$5.00	YES
[illegible]426	SEAL KIT, NEEDLE VALVE	$6.00	1	$6.00	YES
6280427	SEAL KIT, NEEDLE VALVE/SNUBBER	$6.00	1	$6.00	YES
6280428	ELEMENT, SUCTION STRAINER	$315.85	2	$631.70	YES
6280429	ELEMENT, HIGH PRESSURE FILTER	$124.00	6	$744.00	YES
6280430	SEAL KIT, HIGH PRESSURE FILTER	$58.55	4	$234.20	YES
6280431	ELEMENT, POLISHER FILTER	$72.50	2	$145.00	YES
6280432	SEAL KIT, POLISHER FILTER	$28.30	4	$113.20	YES
6280433	GASKET, FRONT HEAT EXCHANGER	$14.00	2	$28.00	YES
6280434	GASKET, REAR HEAT EXCHANGER	$14.00	2	$28.00	YES
6280435	ELEMENT, ZINC ANODE HEAT EXCHANGER	$13.00	2	$26.00	YES
6280436	ELEMENT, SELEXSORB FILTER	$447.03	2	$894.06	YES
6280437	CHARGING ASSEMBLY, ACCUMULATOR	$220.00	1	$220.00	YES
6280438	DESICCANT KIT, DRYER ASSEMBLY	$35.00	1	$35.00	YES
6280442	CYLINDER, HYDRAULIC GAS FUEL CONTROL VALVE	$2,075.00	1	$2,075.00	YES
6280444	PICKUP, FLOW DIVIDER	$111.77	1	$111.77	YES
6280445	PICKUP, HIGH PRESSURE	$109.39	2	$218.78	YES
6280446	VALVE, NEEDLE HYDRAULIC CONTROL	$123.48	1	$123.48	YES
6280447	VALVE, NEEDLE HYDRAULIC CONTROL	$314.00	1	$314.00	YES
6280448	GASKET, HYDRAULIC CONTROLLER	$268.50	1	$268.50	YES
6280449	DETECTOR, FLAME (28FD)	$1,004.85	1	$1,004.85	YES
6280450	FILTER, COMPRESS BLEED	$369.04	1	$369.04	YES
6280451	DETECTOR, FIRE ACCESORY COMP	$419.40	6	$2,516.40	YES
6280452	DETECTOR, FIRE TURBINE COMP	$419.40	2	$838.80	YES
6280453	RTD, COMPRESSOR INLET DETECTOR	$150.09	1	$150.09	YES
[illegible]454	VALVE, RELIEF LIQUID FUEL MODULE	$49.40	2	$98.80	YES
[illegible]455	THERMOCOUPLE, TURBINE HEADER	$68.00	1	$68.00	YES
6280456	TRANSDUCER, INLET GUIDE VANE LVDT	$1,486.00	1	$1,486.00	YES
6280457	CABLE, IGNITION SYSTEM	$430.04	1	$430.04	YES
6280458	VALVE, SERVO LIQUID FUEL BYPASS	$2,338.62	1	$2,338.62	YES
6280459	VALVE, SERVO INLET GUIDE VANE	$2,340.75	1	$2,340.75	YES
6280460	VALVE, REGULATING FALSE START	$1,307.16	1	$1,307.16	YES
6280461	THERMOCOUPLE, BEARING METAL	$125.61	3	$376.83	YES
6280462	FILTER, HYDRAULIC FUEL BYPASS VALVE	$290.60	2	$581.20	YES
6280463	DETECTOR, COMBUSTION GAS TURB COMP	$856.89	3	$2,570.67	YES
6280464	EXCITER, IGNITION SYSTEM	$3,214.80	1	$3,214.80	YES
6280465	VALVE, SOLENOID GAS FUEL VENT	$456.67	1	$456.67	YES
6280466	CYLINDER, HYDRAULIC ACTUATOR ASSY	$3,711.00	1	$3,711.00	YES
6280467	CARTRIDGE, FILTER MAIN FUEL OIL	$21.01	110	$2,311.10	YES
6280468	INDICATOR, KEYPHASOR BRG #1	$208.41	1	$208.41	YES
6280469	TRANSMITTER, SHAFT AXIAL POSITION	$614.00	1	$614.00	YES
6280470	VALVE, SOLENOID COMPRESSOR BYPASS	$4,416.00	1	$4,416.00	YES
6280471	VALVE, SHUT-OFF FLAME DETECTOR	$225.00	1	$225.00	YES
6280472	STRAINER, LUBE OIL FLUSH	$42.32	4	$169.28	YES
6280473	THERMOCOUPLE, COMPRESSOR DISCHARGE TEMP	$321.00	1	$321.00	YES
6280474	THERMOCOUPLE, INNER BARREL TEMP	$376.00	1	$376.00	YES
6280475	THERMOCOUPLE, WHEELSPACE STG 3	$400.00	1	$400.00	YES
6280476	THERMOCOUPLE, WHEELSPACE STG 1 FWD OTR	$246.00	1	$246.00	YES
6280477	THERMOCOUPLE, WHEELSPACE STG 1 FWD INR	$244.00	3	$732.00	YES
6280478	THERMOCOUPLE, WHEELSPACE STG 2 AFT OTR	$272.71	4	$1,090.84	YES
[illegible]479	THERMOCOUPLE, BRG METEL THR INACTIVE	$232.00	3	$696.00	YES
6280480	VALVE, SOLENOID	$5,624.00	1	$5,624.00	YES
6281000	ELEMENT, LUBE OIL FILTER(2 PER FILTER)	$689.51	4	$2,758.04	YES
6281001	GASKET, LUBE OIL FILTER (1 PER FILTER)	$46.33	2	$92.66	YES
6281126	GASKET, HYDROGEN COOLER BOTTOM	$161.70	6	$970.20	YES

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6281127	GASKET, COOLER SEALS UPPER	$40.32	1	$40.32	YES
6281128	BRUSH, MONITOR	$15.80	3	$47.40	YES
6281129	BRUSH, COLLECTOR	$17.38	40	$695.20	YES
6281130	RING, HYDROGEN SEAL INNER	$3,148.00	1	$3,148.00	YES
6281131	RING, HYDROGEN SEAL OUTER	$3,148.00	1	$3,148.00	YES
6281132	RING, HYDROGEN SEAL INNER	$3,148.00	1	$3,148.00	YES
6281133	RING, HYDROGEN SEAL OUTER	$3,148.00	1	$3,148.00	YES
6281134	SPRING, HYDROGEN SEAL ASSY	$98.82	4	$395.28	YES
6281135	GASKET, IMPELLER SCREW	$4.29	1	$4.29	YES
6281136	GASKET, IMPELLER LOCKWASHER	$7.08	1	$7.08	YES
6281137	GASKET, OUTER SLEEVE	$15.55	1	$15.55	YES
6281138	O-RING, SHAFT SLEEVE	$4.29	1	$4.29	YES
6281139	SEAT, MECHANICAL SEAL	$106.18	1	$106.18	YES
6281140	ROTOR, MECHANICAL SEAL	$316.37	1	$316.37	YES
6281471	SWITCH, TEMPERATURE	$499.53	1	$499.53	YES
6281472	SWITCH, TEMPERATURE	$406.06	1	$406.06	YES
6281473	SWITCH, TEMPERATURE	$410.80	1	$410.80	YES
6281474	SWITCH, PRESSURE	$130.19	1	$130.19	YES
6281475	SWITCH, PRESSURE	$232.28	1	$232.28	YES
6281476	SWITCH, PRESSURE	$456.00	1	$456.00	YES
6281477	SWITCH, PRESSURE	$277.59	1	$277.59	YES
6281478	SWITCH, PRESSURE	$202.46	1	$202.46	YES
6281479	SWITCH, PRESSURE	$284.00	1	$284.00	YES
6281480	SWITCH, PRESSURE	$236.00	1	$236.00	YES
6281481	SWITCH, PRESSURE	$213.03	1	$213.03	YES
6281482	SWITCH, PRESSURE	$283.40	1	$283.40	YES
6281483	SWITCH, PRESSURE	$225.28	1	$225.28	YES
6281484	SWITCH, PRESSURE	$213.03	1	$213.03	YES
6281485	SWITCH, PRESSURE	$160.33	1	$160.33	YES
6281486	SWITCH, PRESSURE	$526.00	1	$526.00	YES
6281488	SWITCH, TEMPERATURE	$333.00	1	$333.00	YES
6281489	SWITCH, PRESSURE DIFFERENTIAL	$530.00	1	$530.00	YES
6281490	SWITCH, TEMPERATURE	$228.96	1	$228.96	YES
6281491	SWITCH, PRESSURE	$208.59	1	$208.59	YES
6281492	SWITCH, PRESSURE	$216.73	1	$216.73	YES
6281493	SWITCH, PRESSURE	$111.92	1	$111.92	YES
6281494	SWITCH, PRESSURE	$180.90	1	$180.90	YES
6281497	SWITCH, PRESSURE	$247.00	1	$247.00	YES
6281498	SWITCH, PRESSURE DIFF	$604.00	1	$604.00	YES
6282000	CONDITIONER, SIGNAL/PREAMPLIFIER	$200.00	1	$200.00	YES
6282001	METER, INTERNALS CALIBRATED	$1,511.00	1	$1,511.00	YES
6282002	COIL, PICK UP	$96.23	1	$96.23	YES
6282003	SWITCH, PRESSURE DIFFERENTIAL	$101.00	1	$101.00	YES
6282004	TRANSDUCER, VELOCITY	$969.00	1	$969.00	YES
6282005	SWITCH, PRESSURE	$223.00	1	$223.00	YES
6282006	SWITCH, PRESSURE	$223.00	1	$223.00	YES
6282007	SWITCH, PRESSURE	$383.00	1	$383.00	YES
6282008	SWITCH, PRESSURE	$239.00	1	$239.00	YES
6282009	SWITCH, PRESSURE	$270.00	1	$270.00	YES
6282010	SWITCH, PRESSURE	$383.00	1	$383.00	YES
6282012	TRANSMITTER, PRESSURE 0-400PSI	$1,289.85	1	$1,289.85	YES
6282015	VALVE, SERVO GAS FUEL CONTROL VALVE	$2,331.23	1	$2,331.23	YES
6282031	SWITCH, LIMIT	$248.05	1	$248.05	YES
6282032	SWITCH, LIMIT	$184.91	1	$184.91	YES
6282033	SWITCH, LIMIT	$193.72	1	$193.72	YES
6283128	CARTRIDGE, GAS PURIFIER	$30.00	12	$360.00	YES
6283199	LIFT OIL PUMP	$1,262.00	1	$1,262.00	YES
6308638	SWITCH, TEMPERATURE	$92.82	1	$92.82	YES
6284370	ROTOR& SHAFT ASSMBLY	$176.40	1	$176.40	YES
6284371	IDLER & BUSHING ASSMBLY	$113.40	1	$113.40	YES

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6264373	HALF ROUND RING	$4.10	2	$8.20	YES
5264374	SEAL CHAMBER LIP SEAL	$8.10	1	$8.10	YES
6327900	VALVE, CHECK HIGH PRESSURE	$17.13	1	$17.13	YES
				$83,919.94	

025344 LIFT Pump $2,601 1

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GE MARK V SKID 7001

6280200	CONTACT BLOCK	$12.34	1	$12.34	YES
6280201	FUSE-250V-15AMP	$1.69	1	$1.69	YES
6280202	FUSE-250V-3AMP	$1.13	1	$1.13	YES
6280203	FUSE-250V-5AMP	$1.50	3	$4.50	YES
6280204	ANALOG I/O BOARD	$4,308.13	1	$4,308.13	YES
6280205	EXTENDED ANALOG I/O BOARD #1	$4,308.13	1	$4,308.13	YES
6280206	DIGITAL I/O BOARD	$5,717.41	1	$5,717.41	YES
6280207	EMERGENCY OVERSPEED BOARD	$6,147.74	1	$6,147.74	YES
6280208	COMMON CRCUITS EOS BOARD	$6,147.79	1	$6,147.79	YES
6280209	POWER DISTRIBUTION MODULE	$4,786.13	1	$4,786.13	YES
6280210	DC INPUT POWER SUPPLY BOARD	$6,147.79	1	$6,147.79	YES
6280211	<R-S-T> ANALOG I/O BOARD	$6,147.74	1	$6,147.74	YES
6280212	<R-S-T> EXT ANALOG I/O BOARD #1	$6,147.79	1	$6,147.79	YES
6280213	<R-S-T> OVERFLOW BOARD	$6,150.90	1	$6,150.90	YES
6280214	RELAY OUTPUT BOARD	$5,258.49	1	$5,258.49	YES
6280215	GT TIMER/SIMPLEX TRIP BOARD	$5,717.45	1	$5,717.45	YES
6280216	FUSE 250V-1.5AMP	$2.86	5	$14.30	YES
6280217	RESISTOR 50 OHMS 5% 40W WIREWOUND	$29.58	1	$29.58	YES
6280218	DIODE MOD, 1200V-45AMP, SKKD46/12	$177.47	1	$177.47	YES
6280219	ARCNET CONTROL BOARD	$501.90	1	$501.90	YES
6280220	FUSE 5AMP	$3.82	5	$19.10	YES
6280221	FUSE 7AMP	$3.82	5	$19.10	YES
6280222	FUSE 1.5AMP	$3.82	5	$19.10	YES
6280223	FUSE 2AMP	$3.82	5	$19.10	YES
6280224	FUSE 15AMP	$3.82	5	$19.10	YES
6280225	FUSE 5AMP	$5.73	5	$28.65	YES
6280226	FUSE 8 AMP	$5.72	5	$28.60	YES
				$67,881.15	

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AC STATIC DRIVE START SPARE PARTS

6281032	FUSE, LPJ-10SP	$25.30	1	$25.30	YES
6261037	DB FOR NLCB	$785.70	1	$785.70	YES
6281038	LOAD INVERTER	$1,791.00	1	$1,791.00	YES
6281039	POWER SUPPLY 105 VOLT	$947.03	1	$947.03	YES
6281040	CIRCUIT BOARD	$590.40	1	$590.40	YES
6281041	SYNCH FIELD EXE DB	$814.50	1	$814.50	YES
6281042	ISOLATED INPUT CD	$4,322.70	1	$4,322.70	YES
6281043	LCI CONT INT	$5,175.90	1	$5,175.90	YES
6281044	BUFFER DECODER	$3,684.60	1	$3,684.60	YES
6281045	CARD, HIGH LEVEL INPUT	$2,780.10	1	$2,780.10	YES
6281046	BOARD, RELAY OUTPUT	$6,291.90	1	$6,291.90	YES
6281047	BOARD, LCI ANALOG	$4,698.00	1	$4,698.00	YES
6281048	LOAD, INVERTER	$3,897.00	1	$3,897.00	YES
6281049	SYSTEM FIRING	$4,042.80	1	$4,042.80	YES
6281050	BOARD, MULTI LAYER	$4,368.60	1	$4,368.60	YES
6281051	CARD, PS7 CONTROL BI	$2,795.40	1	$2,795.40	YES
6281052	CARD, ATTENUATOR	$822.60	1	$822.60	YES
6281053	CARD, MKIV ADAPTER DISTRIBUTION	$2,119.50	1	$2,119.50	YES
6281054	MODULE, DOOR, DISTRIBUTION	$432.00	1	$432.00	YES
6281055	ASSEMBLY, HMPG	$7,674.30	1	$7,674.30	YES
6281056	MODULE, AC, ASSEMBLY	$6,622.20	1	$6,622.20	YES
6281057	ASSEMBLY, STACK	$5,487.30	1	$5,487.30	YES
6281058	ASSEMBLY, STACK	$4,635.90	1	$4,635.90	YES
6281060	MODULE	$715.00	1	$715.00	YES
6281062	FUSE, DUAL ELEMENT	$98.10	1	$98.10	YES
6281065	RESISTOR, 221K 1/4W 1% TOLERANCE	$6.30	1	$6.30	YES
6308876	FUSE, 5AMP 600 VOLT	$3.98	5	$19.90	YES
				$75,644.03	

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05/21/97

ATTACHMENT 6

SITE AND SAFETY REQUIREMENTS

These requirements are

Subject to the provisions of Attachment 5,

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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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ATTACHMENT 6

SITE, ENVIRONMENTAL, AND SAFETY REQUIREMENTS

In the event of conflict between Attachment 5 and this Attachment 6, Attachment 5 shall govern.

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SAFETY, ENVIRONMENTAL & SITE REQUIREMENTS

NOTE: THE WORD "COMPANY" AS USED HEREIN IS SYNONYMOUS WITH TAMPA ELECTRIC COMPANY OR OWNER. THE WORD "CONTRACTOR" AS USED HEREIN IS SYNONYMOUS WITH GENERAL ELECTRIC COMPANY OR GE. THE CAPITALIZED FORMS OF THE WORD "SUBCONTRACTOR" AS USED HEREIN REFER TO A SUBCONTRACTOR(S) OF GE OR OTHERS ACTING ON GE'S BEHALF. THE WORD "CONTRACT" IS SYNONYMOUS WITH THE "AGREEMENT".

1. SAFETY PROGRAM

The Contractor shall provide its Safety Program for review by Company's Representative as soon as possible, but not exceeding thirty (30) days, after Contract Award. Submittal of Contractor's Program, and its review by Company, in no way relieves the Contractor of its responsibility or liability with regard to initiating, maintaining, and supervising all aspects of its Work, inclusive of site rules and safety requirements specifically applicable to the Contractor and its Subcontractors of every tier.

Tampa Electric Company will conduct a new employee orientation that will be mandatory for all of Contractor's personnel entering upon the Polk site. This orientation is intended to provide new personnel with a general overview of the Polk site work rules, safety hazards, description of the process and the emergency plan and alarm system. This orientation is in addition to, rather than in lieu of, the required Contractor safety program. The Contractor may elect to provide this orientation with Tampa Electric's approval.

The Contractor's written Safety Program shall, as a minimum, address the following areas:

1.1 The Contractor shall designate the individual or individuals responsible for implementation of its Safety Program and those responsible for the development of safety policy and procedures; indoctrination of new employees; site inspection responsibilities; the conduct of Contractor's weekly safety meetings; documentation of training; Confined Space Program; Hazardous Communications Program; and, responsibility for submission of necessary reports related to site injuries and/or safety.

1.2 Accident Prevention:

1.2.1 The Contractor shall specify the scope of indoctrination for new employees, procedures for weekly safety meetings, and the scope and frequency of job site inspections.

1.2.2 The Contractor shall specify the availability of and enforcement of procedures for use of protective devices such as head protection, eye protection, hearing protection, respirators, safety belts and lanyards, wet weather gear, fire resistant blankets and/or barriers, and any other devices utilized for the protection of property and each individual employee's health and safety.

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1.2.3 The Contractor shall specify the type of instrumentation to be utilized, and its availability, to determine the presence (or concentration/degree, as applicable) of flammable gases, toxic gases, oxygen levels, noise levels, gas sampling, and such other instrumentation as may be required to ensure a safe working environment. It shall be the Contractor's responsibility to conduct appropriate testing and air monitoring in connection with any work performed by Contractor's employees or Subcontractors to determine the adequacy of personal protection equipment and/or OSHA compliance for all tasks performed by the Contractor under this Agreement.

1.2.4 Contractor's Safety Program shall cover, in addition to accident and injury prevention procedures, specific procedures for fire protection and prevention of damage to property, as well as such other procedures beyond statutory requirements that may be necessary to conduct the Work in a safe manner and provide maximum protection for the health and safety of employees and others. A spill prevention and control procedure shall be provided.

1.2.5 Contractor's Safety Program shall set forth specific actions that will be taken to require compliance by all Subcontractors (inclusive of lower tier Subcontractors).

2. ACCIDENT REPORTS

The Contractor shall promptly report to the Company's Representative, in writing within 24 hours, all accidents, whatsoever, whether involving personal injury or property damage, arising out of or in connection with the performance of the Work, giving full details and statements of witnesses. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to the Company Representative and facility Manager.

If a claim is made by anyone against the Contractor or any of its Subcontractors on account of any accident, damage or injury associated with the Work, the Contractor shall promptly report the full details of such claim in writing to Company's Representative.

3. COMPLIANCE WITH LAW

3.1 The Contractor shall comply, and shall cause its employees and Subcontractors of every tier to comply, with all laws, ordinances, rules, regulations, and all lawful orders (collectively "Regulations") of all federal, state and local authorities having jurisdiction over the site and each applicable portion of the Work, including but not limited to, those promulgated to ensure the health, safety, and preservation of persons and property and those pertaining to protection of the environment. All laws and regulations required to be incorporated into Contracts such as this are hereby incorporated herein by reference.

3.2 Contractor, without limitation, expressly agrees to comply, where applicable, with the following Regulations as currently amended, supplemented, or augmented: (a) all "Equal Employment Opportunity" requirements pursuant to Executive Orders 11246, 11375, 11701, 11758, 12138, 12549, and 12608 as supplemented by 41 C.F.R. Part 60,

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10 C.F.R. Part 1036 and 32 Fed. Reg. 7439; and (b) the Americans with Disabilities Act of 1990; and, environmental requirements pursuant to Titles 33 & 42 U.S.C. and E.P.A. 40 C.F.R. Part 15 and 48 C.F.R. SS52.223; and, (d) safety and working conditions requirements pursuant to OSHA Regulations (including, but not limited to, OSHA 1900), the Fair Labor Standards Act (29 U.S.C. Sec. 201-219), and the Contract Work Hours & Safety Standards Act (40 U.S.C. 327-330) & (29 C.F.R. Part 5).

Failure to specifically site an applicable law, rule, regulation or order, shall not relieve Contractor of its obligation to fully comply therewith.

4. COMPANYS RULES FOR SAFETY, CONDUCT, AND ENVIRONMENTAL COMPLIANCE

4.1 The Company's Site Work Rules (Attachment No. 1 hereof), Site Rules of Conduct (Attachment No. 2), and Site Safety Rules (Attachment No. 3) Alcohol & Drug Abuse Policies (Attachment No. 4), as well as Company's Environmental Compliance Program (Section 5 hereafter), shall be complied with and enforced by the Contractor, Contractor's Subcontractors (and their respective employees) during the performance of the Work. These provisions are intended to establish minimum standards of safety, conduct, and environmental protection to be complied with and enforced on the Company's property and shall not preclude the establishment and implementation by the Contractor of additional and more stringent requirements as may be necessary in connection with the Contractor's specific type of Work; neither shall the Company's minimum standards relieve, or lessen in any way, the responsibility of the Contractor to establish, implement, monitor, and enforce any rules, procedures, or standards necessary for the prudent, lawful, and safe conduct of the Work. In the event that the Contractor's rules, procedures, standards, or needs are found to be in conflict, in any way, with any of the Company's requirements, the Contractor shall promptly notify the Company and a joint resolution of such discrepancy shall be developed.

4.2 Permit-Required Confined Spaces

4.2.1 The Contractor agrees to comply and to cause its employees and Subcontractors to comply with all Regulations promulgated under the United States Occupational Safety and Health Act (OSHA) including, but not limited to, all regulations relative to "Confined Spaces", as defined thereunder; and, inclusive of all such Regulations applicable to "Permit-Required Confined Spaces" as set forth therein.

4.2.2 The Contractor shall be solely responsible for training and supervising its employees and Subcontractors in a manner which will be adequate and will ensure that all such persons shall be trained to recognize Confined Spaces and Permit-Required Confined Spaces and shall be knowledgeable concerning the required working procedures, personnel protective devices and techniques, equipment requirements, documentation requirements, and other general and specific provisions of the subject Regulations.

4.2.3 Contractor is advised that the Company has developed its own, specific Permit-Required Confined Spaces Program for the purposes of:

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a. Training of Company's own employees; and,

b. Addressing particular equipment, buildings, areas, containments, confinements, potential confinements, circumstances, and risks which are known to exist or repetitively occur or may otherwise present specific hazards in, on, or around premises owned or controlled by Company; and,

c. To provide guidelines for the procedures, techniques, precautions, and other requirements which shall govern the performance of work performed on such premises by Company's personnel and Contractors so as to minimize risks and ensure a safe working environment.

To the extent that Company's Permit-Required Confined Spaces Program is consistent with and supportive of the OSHA Regulations, Contractor agrees to comply therewith and to cause its employees, Subcontractors and others performing any part of the Work on behalf of the Contractor to comply with same. It is not intended that Company's Permit-Required Confined Spaces Program supersede any portion of the Contractor's own program covering such risks; neither shall Company's Program supersede, or relieve Contractor of its obligations pursuant to, OSHA 29CFR1910.146. Company's Program shall be considered supplemental to said OSHA Regulations.

4.2.4 The following words and phrases, as used in the Company's Permit-Required Confined Spaces Program, shall have the meanings set forth hereafter in this Section 4.2.4; provided, however, that such definitions shall be deemed supplemental to: (1) the OSHA definitions; and, (2) the Contractor's Permit-Required Confined Spaces Program. In the event of a conflict between Company's definitions and OSHA requirements, the more stringent shall be followed by the Contractor and said discrepancy shall be brought to the attention of Company Representative as quickly as possible.

a. Fall Hazard, means a fall that would result in "Immediate Danger to Life or Health" (IDLH); a fall that would cause irreversible adverse health effects or that would interfere with an individuals ability to escape unaided from a permit space; and, falls of such magnitude as would be associated with single point suspension scaffolds, such as SKY CLIMBERS and tractor seats or hanging scaffold staging; and other falls where the entrant could fall between or go beneath structures, equipment, materials, fluids or obstructions to a lower elevation, if on incline footing.

b. Atmospheric Hazard, has the meaning set forth in OSHA Regulations.

[NOTE: Atmospheric hazards of particular concern include, but are not limited to: O_2 deficiency or enrichment, SO_2, SO_3, H2S (hydrogen sulfide), C1 (Chlorine), NH3 (ammonia), CO (carbon monoxide), Acetylene (CH), Hydrogen (H2), Carbon Dioxide (CO_2), Synthetic gas derived by coal gasification, Ash Dust, dust and fumes generated by the various processes, and Coal dust. Other atmospheric hazards can

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be generated with the use of solvents, paints, coatings, epoxies or other materials. The product Material Safety Data Sheet and container labeling shall be referenced to determine the potential hazard.]

c. Thermal Hazard, means circumstances involving, or having the potential to involve, temperatures elevated to the point that heat exhaustion, or heat stroke may render the entrant unable to affect self rescue (an IDLH situation). Entry into a confined space with elevated temperatures shall require lowering the temperature to tolerable limits prior to entry.

d. Engulfment, means the surrounding and effective capture of a person by a liquid or finely divided (flowable) solid substance that can be aspirated to cause death by filling or plugging the respiratory system or that can exert enough force on the body to cause death by strangulation, constriction, or crushing.

e. Safe Work Practices Manual, means a Company publication detailing procedural requirements for its employees; and, said manual may be used as a guide for Contractor's personnel but in no event shall supersede Contractor's own Safety Program or OSHA requirements.

4.3 Other Safety Procedures

The Contractor agrees to comply with all site safety procedures including but not limited to: the safety program, Lockout/Tagout, Line Break, Hot Work, Process Safety Management Plan and Emergency Plan, Facility Response Plan, and Restricted Area Work Permit or any new or amended procedures that may be implemented from time to time. Such site safety procedures are in addition to, not in lieu of, Contractor's procedures.

5. ENVIRONMENTAL COMPLIANCE PROGRAM

5.1 The Contractor agrees to comply and to cause its employees and Subcontractors to comply with all federal, state, and local laws, ordinances, regulations, rules, and governmental orders of all public authorities having jurisdiction for protection of the environment and/or existing for protection of persons, property, and natural resources.

5.2 Contractor is advised that Company has developed its own Environmental Awareness And Compliance Guidelines for the purposes of training its own employees and to provide guidelines for the procedures, techniques, precautions, and other requirements which shall govern the performance of work on Company's premises, by Company's personnel and separate Contractors, so as to minimize risks to persons, property, and the environment.

To the extent that Company's Environmental Awareness And Compliance Guidelines are consistent with all environmental Regulations, Contractor agrees to comply therewith and

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to cause its employees and Subcontractors and others performing any part of the Work on behalf of Contractor to comply with same. It is not intended that said Guidelines supersede any portion of Contractor's own program covering environmental risks; neither shall Company's Guidelines supersede, or relieve Contractor of its obligations pursuant to, the aforestated environmental Regulations.

5.3 To the extent set forth hereinbefore, the Contractor acknowledges and agrees to comply with the following Specific requirements of Company:

5.3.1 Notifications

In the event of an Environmental Concern ("Environmental Concern"), Contractor shall, prior to proceeding, contact the Company Representative; or, for emergencies or in the absence of the normal Company Representative, Contractor shall immediately contact the Facility Manager ("Facility Manager") at the particular Company site. For the purposes of this clause, an Environmental Concern shall be deemed to include, but not be limited to, any one or more of the following:

a. Any planned Work or undertaking which will involve delivery, handling, movement, use, application, removal, transport, disposal, storage or control of hazard or toxic chemicals or substances as defined by any present of future law or Regulation; or,

b. Any planned Work or undertaking which has the potential to result in the exposure of persons or property to hazardous or Toxic substances or contamination; or,

c. Any Work or undertaking having the potential to expose persons or property to extremes of pressure, temperature, engulfment, loss of atmosphere, unbreathable atmosphere, or corrosive or otherwise hazardous environment; or,

d. Any Work or undertaking having the potential to release hazardous substances, contaminants, or potential pollutants into (or onto) the air, water, public or private lands, waterways, facilities; or, which will otherwise have an adverse effect upon natural flora, fauna, wildlife or the environment.

5.3.2 Contractor shall comply with the Polk Power Station Conditions of Certification and all the regulatory references therein, as well as all other Federal, State, and Local Regulations. Failure of Contractor to comply with the Conditions of Certification or any other Regulation while performing the Work, shall result in the Contractor being held fully responsible for all enforcement action taken by the Regulatory Agencies.

5.3.3 Contractor shall identify to Tampa Electric Company any potential contaminates to be used in the work of Contractor prior to bringing any such substance onto

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Tampa Electric's site. Contractor shall notify Tampa Electric Company, in advance, of any chemical or substance to be brought onto the site, including but not limited to hazardous or toxic chemicals or substances. Contractor shall promptly notify Tampa Electric Company of any toxic or hazardous substance or waste which Contractor anticipates will be introduced upon the site, generated by Contractor's activities, or handled, stored, transported or disposed of by Contractor; and, further, shall promptly notify Tampa Electric Company of any such materials actually introduced upon the site or generated, stored, handled or transported by Contractor. Contractor shall manage the use, storage, handling, transport and disposal of potential contaminates using only trained personnel and equipment and facilities that meet all applicable regulatory requirements. The Contractor shall provide provisions to respond to (including a response plan) and means to prevent and detect accidental releases and Contractor shall provide trained personnel to implement these provisions and means. A Material Safety Data Sheet (MSDS) shall be maintained on site and a copy provided to Tampa Electric Company for all chemicals and potential contaminants brought onto the site. The Contractor shall provide a list of all chemicals used for the work and a monthly and annual inventory of each chemical meeting the threshold reporting quantity as required by CERCLA and SARA Title III.

5.3.4 Contractor shall manage all waste resulting from the Work through waste minimization and recycling. All generated waste shall be collected, stored, characterized, and disposed according to applicable Federal, State, and Local regulatory requirements. The Contractor shall provide the equipment, provisions, facilities, plans, spill response, record keeping and trained personnel to meet all regulatory requirements. The Contractor shall not dispose of any hazardous or toxic waste or substance at the Polk Power Station site. All waste generation, spill and disposal activities and records (hazardous and nonhazardous) shall be reported to Tampa Electric Company as well as an annual waste disposal report.

5.3.5 In the event of disposal by Contractor of any hazardous or toxic substances or wastes, Contractor shall permit access for on-site inspection and witnessing by Tampa Electric Company's representatives of all such operations and disposal activities and shall, within forty-eight (48) hours after such disposal provide copies to Tampa Electric of all manifests, certifications of destruction/disposal, and all other documentation pertaining thereto. In the event such operations or disposal are carried out by a Subcontractor of the Contractor, Contractor shall require the Subcontractor to provide such access for inspection/witnessing and delivery of documentation as if such activities had been carried out by the Contractor.

5.3.6 The Contractor shall, prior to performing Work on premises owned or controlled by Company, read and provide signature acknowledgment of the following checklist:

[Note; See following page for Checklist.]

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ENVIRONMENTAL CHECKLIST

Contractor shall return this signed document to the Company Representative.

A. Contractor's vehicles and equipment such as pumps, dredges, backhoes, etc. shall be free from leaks of any type including, but not limited to, oil, transmission fluid, radiator coolant, etc. Stationary equipment shall be provided with drip pans large enough to contain all such fluids. If any leaks are observed the Contractor will be required to remove the vehicle or equipment from the site. Equipment brought onto the site shall be free of previous contamination from other sites or sources.

B. Contractor shall make very reasonable effort to park vehicles away from drains of any type and shall never park vehicles or equipment closer than 50 feet to the Bay.

C. Contractor, when working unavoidably near drains of any type, shall contact the Company's Representative and Facility Manager to barricade the drain thus isolating it from potential spills.

D. In the event of a spill of any type, Contractor will stop immediately and contact the Company Representative and Facility Manager. It shall be the Contractor's responsibility to contain and prevent spreading of the spill.

E. Contractor is prohibited from bringing any chemicals or products onto the facility without a Material Safety Data Sheet ("MSDS".) The Company Representative and the Facility Manager shall receive a copy of each MSDS for each such chemical or substance at least 5 days prior to its entry upon the site.

F. Contractor shall provide the Company Representative with a list of all chemicals, products, and substances brought onto the facility. This list shall also contain the quantity of chemicals, products and substances.

G. Contractor shall provide the Company Representative with a list of any unused chemicals, products, materials, and accumulated waste substances remaining at the conclusion of each Work assignment.

H. Contractor shall retain the sole responsibility for using and disposing of such chemicals, products, and substances consistent with the "MSDS".

I have read, understand, and agree to comply with the above listed items:

Contractor's Name: _____

By: _____
Title

Date: _____

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5.3.7 HAZARDOUS MATERIALS AND WASTE

Contractor may be required to perform Work at multiple facilities (sites) of Company. Certain of such facilities are classified as large producers of hazardous materials and waste and, therefore, are subject to many EPA and OSHA Regulations. The Contractor and its Subcontractors shall be subject to the same Regulations.

The Contractor shall be responsible for tracking chemicals, products and substances brought onto a facility from "Cradle to Grave". The Contractor will be responsible to see that the material or product is used and disposed of in accordance with the MSDS and all other applicable environmental Regulations.

The Company Representative and Facility Manager shall be notified of the amount (volume, or weight or quantity, etc) of chemical, material, product, or substance being brought onto the facility, the amount of same that was used or consumed, and the amount that remains at the conclusion of the Work assignment.

The Contractor will notify the Company's Representative and the Facility Manager of any potential waste that may have been generated. The Company's Representative will provide instructions concerning testing and temporary storage of waste by the Contractor. Ultimate, lawful disposal of wastes shall be the sole responsibility of the Contractor. This fact notwithstanding, such disposal shall be coordinated with the Company Representative who shall be kept fully informed. Removal of such wastes from Company's site shall be performed in a manner consistent with Company's Environmental Awareness and Compliance Guidelines.

Company would appreciate any comments of Contractor relative to improving its Environmental Awareness and Compliance Program.

5.3.8 RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) TRAINING

Contractor agrees to comply and to cause its employees and Subcontractors to comply with all requirements of the Resource Conservation And Recovery Act ("RCRA") and to ensure the training of its employees and Subcontractor personnel to recognize RCRA risks and comply with all environmental Regulations applicable thereto. The Company's RCRA Training Guide ("RCRA Training Guide") as set forth in this Section 5.3.4, shall, as a minimum and to the extent consistent with RCRA requirements, be complied with, implemented, and enforced by Contractor.

The Company's RCRA Training Guide, as set forth in this Section 5.3.4, is applicable for Company's management of its own employees and for wastes generated by its own operations. It shall be the Contractor's obligation to manage its employees and Subcontractors and all wastes introduced to the Site or

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generated by Contractor's activities in a manner consistent with or exceeding the requirements of Company's guidelines. All obligations normally applicable to Company and its employees under these guidelines shall be deemed to be the sole obligation of the Contractor under any Contract awarded which includes these provisions. The Contractor and its employees and Subcontractors shall be required to undergo training which, as a minimum, covers the information set forth herein; and, each such trainee shall be required to sign the RCRA Training Attendance Record and return the Attendance Record to Company's Representative. Company's Representative will maintain a record of all personnel who have received RCRA Training. Company's training requirements in no way precludes the Contractor from performing any additional training it feels necessary, nor does it take the place of Contractor's program(s) to comply with RCRA or any other environmental Regulations. Company assumes no liability for any Contractor violations or infractions of any environmental Regulations as a result of any information included or omitted from Company's RCRA Training Guide.

RCRA TRAINING GUIDE

A. RCRA stipulates guidelines for identifying which wastes are hazardous wastes and for storage and disposal of hazardous wastes.

B. RCRA is an EPA regulation not an OSHA safety regulation.

C. RCRA applies to the following hazardous waste streams: Lithium batteries, Mercury, chlorothane or chlorinated solvents, paint waste, and boiler acid cleaning, etc. Other wastes may also be hazardous including used oil contaminated with metals or solvents.

D. Each employee of the Contractor shall notify his/her immediate supervisor of any actual or potential hazardous waste generation. The supervisor shall, in turn, notify Company's Representative and the Facility Manager who shall contact such environmental coordinators and others as may be necessary to ensure the proper handling, accumulating, storing and disposing of such hazardous wastes.

E. Non-Hazardous Waste Oils

For non-hazardous waste oils and lubricants, Company provides 55 gallon drums at certain locations (sites) for waste oil disposal. Waste oil drums shall not be filled more than three inches from the top, thus allowing at least 2% freeboard for expansion. Damaged or manufacturer/vendor type drums (example: Chevron) shall not be used for waste oil disposal. Under no circumstances are waste oil drums to be contaminated with other wastes such as gloves, rags, sta-dri material, trash, slag or hazardous waste (example: chlorothane contaminated oils). Weekly, the waste oil is sampled and analyzed. All non-hazardous on-spec oils are pumped and transported by Company and incinerated. At the station sites, the plant helper crew has an inspection routing to verify that any container of non-hazardous waste is properly stored and classified.

[Note: At locations where Company does not maintain such drums and services,

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Contractor shall provide its own containment, handling, transport and disposal in accordance with RCRA requirements.]

F. Hazardous Waste Satellite Accumulation Areas

As part of its hazardous waste management, Company is allowed to maintain several hazardous waste satellite accumulation areas at certain facilities. These sites are located near the workplace where hazardous wastes are being generated by Company. There is no time limit for how long it takes to accumulate a full drum of the waste, but no more than one 55 gallon drum may be accumulated in any one such area. Once the drum is 90% full, the drum must be taken to the hazardous waste storage area. The accumulation start date, which is the date the drum became full, must be noted on the label. A good example of satellite accumulation areas are the 20 gallon containers maintained by Company at certain sites for the accumulation of spent lithium batteries.

[Note: The fact that Company maintains such containment and satellite Accumulation areas for Hazardous wastes notwithstanding, Contractor is responsible for the lawful collection, handling, storage, transport and disposal of all Hazardous wastes introduced to the Site by Contractor or generated by Contractor's activities.]

G. Hazardous Waste

Whenever a drum accumulating a hazardous waste becomes full, it must be placed in the hazardous waste storage area and a hazardous waste label attached and dated. The plant helper crew inspects each container weekly to verify proper storage. The hazardous waste must be picked up within 90 days by a qualified contractor and transported to an EPA approved disposal facility. A hazardous waste manifest must accompany the shipment. After the shipment is received by the disposal facility, the disposer completes the manifest and returns it to the generator. These manifests are kept on file by the Environmental Coordinator for a three year period. At the end of the year, a hazardous waste annual report is prepared and sent to the EPA. This report summarizes all the hazardous waste generated during the year.

H. Contingency Plan and Emergency Procedures

In the event Contractor or its employees or Subcontractors observe a fire or spill involving hazardous or non-hazardous waste, the person who observes the event is to contact his/her supervisor who shall, in turn, contact Company's Representative and the Facility Manager, who will organize the Emergency Response Team. At the generating stations, the Emergency Coordinator is the Supervisor of Plant Operations.

I. Waste Minimization

Contractor shall assist with waste minimization by cooperating with the following:

A. Segregation of hazardous and non-hazardous waste to reduce the volume of hazardous waste.

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B. Substituting materials/solvents where reasonable so that the wastes generated are non-hazardous.

C. Tight controls of the usage of materials/solvents which will generate hazardous waste.

D. The recycling of spent materials.

Chlorothane or chlorinated solvents usage is restricted, and Company has special procedures for handling same. Minimization of hazardous waste must be an integral part of work practices.

Remember to keep your work site CLEAN:

C - Closed waste containers
L - Label hazardous waste drums
E - Examine drums for leaks of spills
A - Accumulation start date for hazardous waste
N - Never accumulate hazardous waste greater than 90 days

J. Documentation of RCRA Training

Each employee completing RCRA Training shall be required to complete and sign the attached "RCRA TRAINING ATTENDANCE RECORD" [inclusive of employees of the Contractor].

[Note: See next page for Attendance Record Sheet.]

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RCRA TRAINING

Company _____

Date of Training _____

Trainer _____

Title _____

DATE	SIGNATURE	JOB CLASSIFICATION

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5.3.9 SPILL PREVENTION, CONTROL, AND COUNTER MEASURES PLAN (SPCC)

To the extent consistent with environmental Regulations, Contractor agrees to comply and to cause its employees and Subcontractors to comply with Company's Spill Prevention, Control and Countermeasures Plan" (the "SPCC Plan"). Contractor further agrees, as a minimum, to provide training in accordance with Company's SPCC Training Guide (the "SPCC Training Guide") as set forth in this Section 5.3.5 hereof, for all such employees assigned to perform Work at any of Company's facilities (sites).

Compliance by Contractor with Company's SPCC Plan and/or conducting of training in accordance with Company's SPCC Training Guide shall not relieve Contractor of its obligation to provide its own plan and training programs, inclusive of any additional training or requirements necessary in connection with Contractor's specific Work; neither shall Contractor be relieved of its obligation to comply with all environmental Regulations.

Company assumes no liability or responsibility for any Contractor violations or infractions of any environmental Regulations as a result of information contained in or omitted from this SPCC Training Guide.

Specific requirements of Company's SPCC Plan and SPCC Training Guide are as follows:

A. In the event that Contractor detects a spill, the person making such discovery shall immediately contact the Company Representative and Facility Manager and shall take whatever action is necessary to minimize damage to property, the environment, and natural resources.

B. The SPCC Plan stipulates guidelines by which fuel oil is to be stored, transported, and unloaded.

C. The SPCC Plan Requirements are in response to an EPA Regulation not OSHA (safety) or RCRA (hazardous waste) Regulations; and, it is necessary to comply with the SPCC requirements in addition to such OSHA and RCRA Regulations.

D. Application

At the Stations, SPCC requirements apply to all of the fuel oil facilities including all above and below ground fuel oil and waste oil storage tanks. There are fourteen fuel tanks that are covered by this SPCC Plan. These tanks are surrounded by dikes for spill containment. Drainage from the diked areas is restrained by valves which are kept in the closed position.

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E. Rainfall

Rainwater which has accumulated inside these diked areas may be discharged but first must be inspected for the presence of oil. If the rainwater is contaminated with oil, the oil must be removed prior to draining.

F. Inspection

All tanks, piping, and transfer facilities covered by the SPCC Plan are inspected on a quarterly basis. Whenever, plant personnel observe a leaking fuel oil tank, pipe, or valve they shall immediately inform the Supervisor of Plant Operations (SPCC Coordinator).

[NOTE: Contractor personnel shall immediately notify their supervisor who shall immediately notify the Company Representative and Facility Manager.]

G. Unloading Fuel Oil

A gager will be present during all unloading or transferring operations of the No. 2 Fuel Oil Storage Tanks. All valves which would allow direct outward flow of oil are securely locked in the closed position when not in use.

H. Pipelines

Quarterly, pipelines are inspected. When above ground piping is located close to roadways, signs have been placed to warn vehicle operators of their presence.

I. Records

All completed inspection forms are maintained by maintenance planning and a copy is to be sent to the stations Environmental Coordinator. These files are to be maintained for a period of three years.

[NOTE: Contractor's records shall be coordinated through the Company's Representative.]

J. Security

All Stations are surrounded by a fence and active gates are manned. The same is true of many other Company facilities.

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K. Responsibility

Immediately notify the Supervisor of Plant Operations if an oil spill is observed. The Supervisor of Plant Operations will start and direct cleanup operations. The Supervisor of Plant Operations in turn will notify the Environmental Coordinator of any oil spill.

[NOTE: Contractor's personnel shall immediately notify the Company's Representative and the Facility Manager.]

5.3.10 WASTE SEGREGATION (FOR ALL FACILITIES)

Contractor shall comply and cause its employees and Subcontractors to comply with the following procedures:

A. Batteries

For waste segregation purposes Company has divided batteries into two separate categories; (1) hazardous; and, (2) regulated, but non-hazardous. Hazardous batteries include lithium, mercury, and Ni-Cad rechargeable batteries. Regulated non-hazardous batteries include dry cell, alkaline household type batteries that are used in radios, beepers, flashlights, etc.

(i) Hazardous Battery Accumulation

Twenty gallon collection drums have been placed in different locations throughout the facilities for hazardous battery accumulation. Lithium, mercury, and Ni-Cad batteries shall be placed in drums properly labeled for such hazardous materials. Covers must be kept on the drums at all times, thus the drum shall be recovered after disposing of a battery.

(ii) Non-Hazardous Battery Accumulation

Twenty gallon collection drums have been placed in different locations throughout the facilities for regulated, non-hazardous battery accumulation. All dead batteries of the non-hazardous type shall be placed in such drums.

B. Fluorescent Light Bulbs

Fluorescent light bulbs are considered a non-hazardous regulated waste. Company can no longer dispose of these bulbs via the dumpster. When changing fluorescent light bulbs, the used bulbs shall be placed in the replacement bulb packaging, if available, and shall be dated, marked "dead fluorescent bulbs", and placed in the appropriate disposal location. Incandescent light bulbs are not regulated and may be disposed of via the dumpster.

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C. Yard Waste and Untreated Wood Waste

Yard waste is defined as vegetative matter resulting from landscape maintenance or land clearing operations. It includes tree and shrub trimmings, grass clippings, palm fronds, trees, etc. Untreated wood waste is any wood or lumber that has not been chemically processed.

For Company's facilities this means no grass, trees, etc., shall be placed in Company dumpsters. With regard to untreated wood waste, large amounts of "pure" wood (wood that has not been painted or chemically treated) shall not be placed in Company dumpsters. Each facility has designated a collection location for these wastes and such wastes shall be taken to the appropriate location for disposal.

D. Paints and Solvents

Company is considered a large quantity generator of hazardous waste and therefore must comply with all regulations of the United States Environmental Protection Agency ("EPA") and the Florida Department of Environmental Protection ("DEP"). Each facility has designated collection points for the accumulation of waste paints and solvents. All Hazardous waste drums must have proper labels, signs, contents noted, and date of accumulation. Company is not licensed or insured to transport hazardous waste; therefore, any paint waste or solvents generated by Company must be retained at the site at which same are generated. Company personnel shall not transport paint or solvents from one site to another for the purpose of being distilled.

E. Sandblasting Material

~~Miscellaneous blasting jobs are conducted inside and outside of various Company facilities. Moveable objects are generally taken to the remote~~ storage/sandblasting facilities, when such Work is performed on sites where Company has established such blasting facilities. In addition to traditional blasting, bead blasters are located throughout the facilities in different locations.

The major concerns associated with paint blasting are respirable lead released during blasting and disposal of the material. Paint-contaminated blasting material can be classified as hazardous for disposal if it contains quantities of leachable lead, arsenic, cadmium, chromium, mercury, selenium, silver, and/or barium. All blasting material, hazardous and non-hazardous, must be collected and disposed of properly.

F. Remote Storage and Miscellaneous Small Jobs

Sandblasting of all reasonably-moveable objects shall occur in the sandblasting area located at each facility. All blasting material must be contained inside the blasting enclosure and must be removed during or at the conclusion of the job.

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Blasting material must be placed in a lined dumpster located next to the sandblasting area. When the dumpster is half full the Station Environmental Coordinator shall be notified (Contractor shall notify Company's Representative). At that point the dumpster will be closed to personnel. The lined dumpster will be tested for hazardous characteristics prior to disposal. Testing and disposal will be handled by the Station Environmental Coordinator.

G. Planned Jobs both Large and Small

Prior to sandblasting, a determination must be made as to the nature of the product being removed, either through knowledge or testing. If a positive hazard determination is made, lead abatement practices shall be followed and the generated material placed in 55 gallon drums or lined dumpsters, whichever is appropriate.

If the material is non-hazardous, the blasting material still must be collected. For small jobs, the resultant material can be placed in the blasting facility dumpster. For large projects, a lined dumpster shall be brought on-site for storage and disposal.

H. Unplanned Jobs

Emergency jobs, for which a hazard determination cannot be made in a timely fashion, must be assumed to be hazardous and full abatement activities implemented, All material must be either drummed or placed in lined dumpsters for storage and disposal. Arrangements for testing and disposing of the generated material will be made by the Station Environmental Coordinator.

I. Bead Blasting

Bead blasting waste must be collected and placed in the labeled drum staged next to each individual blaster at sites having such facilities. The material shall be characterized and disposed of by the Station Environmental Coordinator.

J. Internal Boiler Blasting

Material generated as a result of internal boiler blasting is not paint related and should be considered a segment of the "boiler rubble" waste stream. Procedures for boiler rubble disposal shall be followed.

[Note: The Contractor may use Company's blasting facilities, when available, and subject to Company's priorities. Otherwise, Contractor shall make its own arrangements for the lawful conduct of blasting operations and disposal of wastes.]

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ATTACHMENT 1 - SITE WORK RULES

Contractor shall comply and shall cause its employees and Subcontractors to comply with the following Site Work Rules:

1. Cars shall be parked in the area specified by the Company Representative or Facility Manager. Employees shall enter and leave the Site at all times through entry and egress points specified by the Company Representative or Facility Manager only and shall proceed directly to the work area by the established route. CONTRACTOR'S PERSONNEL SHALL NOT ENTER OPERATING AREAS EXCEPT AS ASSIGNED TO PERFORM SPECIFIC WORK IN THOSE AREAS.

2. For large projects or unusual circumstances, identification badges containing pertinent information such as name, employee number, craft, and employer will be provided to each employee by the Contractor. The badge will be used to gain access to the Site, and shall be worn on the individual's outer garment in plain view at all times that an individual is on the Site.

3. Hard hats with distinctive identification as determined by the Company's Representative will be required and used by Contractor's employees to identify themselves, their craft affiliation, and employer, and are to be worn at all times while in work areas.

4. At locations where Work is frequently performed, Company's representative may provide specific Log books for the Contractor, to be signed by each employee of the Contractor upon entering and exiting the location. In the absence of a specific log book assigned by the Representative for the particular location, each such employee shall log in and out on the log maintained by Company's building or Facility Manager at the subject location. Each employee must personally sign in and out on said log. Employees authorized to enter or leave the Site during working hours must sign the log prior to entering or leaving.

5. When an employee is discharged, the employee shall be paid wages in accordance with state law. If an employee voluntarily quits, the employee shall be paid the wages due him/her on the next regular payday or as otherwise required by law.

6. All Company property removed from the Site will require a checkout pass, approved in writing by Company's Representative. The pass will be surrendered to the guard at the gate or other exit point.

7. All reasonable steps shall be taken to curtail theft and pilferage. Such steps include, but are not limited to, spot checks and random searches of employees' wearing apparel, automobiles that enter or leave the Site, lockers, foot lockers, tool chests, and other enclosures and locations. All containers shall at the request of Company's

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Representative or Security Personnel, be opened for inspection upon entering or leaving the Site. Any reasonable method of inspection may be used, including the use of electronic devices. Appropriate disciplinary action, against persons who are found to have the property of others in their possession without authorization or under circumstances which could reasonably imply an intent to unlawfully take the property, shall be taken by the Contractor. Employees shall reveal the contents of their garments or other items when requested and shall fall under penalty of termination for refusal to comply with any requested inspection.

[MAJOR OUTAGE OR GENERATING STATION WORK ONLY] All personal tools of the Contractor's employees shall be inventoried at the beginning of the site employment and shall remain on the Company's site until the completion of the outage or Work. The tools shall be reinventoried against the original inventory at that time. The Contractor shall be responsible for the inventory, storage, and safekeeping of its employee's tools during the duration of the outage or Work.

8. There shall be no lunch wagons, canteens, or vending machines (except Company's vending machines) on the Site and employees shall not be permitted to bring items on the Site for sale to other employees.

9. Good housekeeping is essential to the safe and efficient performance of the Work and is the responsibility of the Contractor, Subcontractors, and each of their respective employees. Work areas, stairways, walkways, and change rooms shall be kept clean of obstructions, scrap materials, rags, and other debris at all times. All waste materials must be handled and disposed of in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction including, but not limited to, OSHA and EPA approved handling and disposal requirements, where applicable.

10. Each employee shall comply with all applicable provisions of local, state and federal laws and regulations relating to job safety, health, and safe work practices, as well as all Site Safety Rules and Rules of Conduct contained in the Contract, and as may be issued by the Company's Representative.

11. All employees shall be required to use appropriate personal protective equipment as is, or may be, required by local, state, and federal safety and health standards or by the Company's Representative. Failure of employees to use such equipment or to comply with all laws, regulations, and the Site Safety and Conduct Rules shall be grounds for disciplinary action, including termination.

12. Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons, and the property of the Company, the Contractor, and others.

13. When required by Company, the Contractor shall issue written "disciplinary" or "warning" notices for employee violations of Site rules or standards not demanding immediate termination. Such "notice" shall be in sufficient form to note the specific rule or standard violated, the employee's name and Site identification or badge (when applicable), the date and time of violation, and the disciplinary action administered, if

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any. Company's Representative and, any applicable Union shall be furnished a copy of this notice. The use of said "warning" notices shall not act to influence the degree of administration of discipline, nor to void or supersede the Contractor's normal disciplinary procedures. In cases of immediate or ultimate discharge, as determined by the Contractor to be proper discipline for cause, a written record shall automatically be submitted to the Company and any applicable Union.

14. First aid facilities are available, at the generating stations only, during the normal day shift and may be used for the treatment of all injuries provided the proper liability release between Company and the Contractor is executed. Contractor shall be responsible for adequate first aid arrangements for all other locations at which Work is performed by Contractor's personnel and for hours worked outside the normal day shift observed by Company's employees. Employees must report all occupational injuries or illnesses suffered on the Site to their respective supervisors who shall report same to the Company's Representative.

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ATTACHMENT 2 - SITE RULES OF CONDUCT

Prohibited acts or unsatisfactory conduct, occurring on property owned or controlled by Company, which can result in appropriate disciplinary action or discharge shall include, but not be limited to, the following:

1. Destroying, maliciously abusing, defacing, or removing without permission any property belonging to the Company, Contractor, other employees, or any other person or entity.

2. Fighting, wrestling, creating a disturbance, or horseplay.

3. Gambling or the possession of gambling paraphernalia.

4. Loafing, loitering, roaming, leaving workplace or assigned area without authorization, or sleeping on the job.

5. Failure to enter or leave the Site using designated access gates or other points designated for ingress and egress, or to allow authorized personnel or security guards to inspect vehicles, lunch boxes, coolers, parcels, tool boxes, and other similar items, containers, or enclosures prior to their entering or leaving the Site.

6. Reporting to work under the influence of narcotics, intoxicants, or non-prescribed tranquilizers or pep pills, or possessing or using such on the Site.

7. Possession of firearms or weapons of any kind.

8. Falsely stating or making claims of injury.

9. Falsifying any reports or records involving personnel, absence, sickness, termination, production, inventory or cost accounting or otherwise.

10. Logging (signing) in or logging out for another person; employee misrepresentation or falsification of name and/or proper identification.

11. Unauthorized sale of food, beverages, merchandise, or other items.

12. Unauthorized distribution or solicitation to sell literature or tickets and taking up of collections.

13. Unauthorized hunting or fishing and any activities endangering wild life or the environment.

14. Entering off-limit or restricted access areas without permission; failure to comply with "posted" area safety requirements or informational/warning notices.

15. Abuse, willful misuse, or destruction of first aid, safety, or fire prevention/extinguishing equipment.

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16. Unauthorized picture taking or possession of camera(s).

17. Setting or maintaining unauthorized fires.

18. Noncompliance with established safety regulations, sanitary procedures (including failure to use assigned facilities), or medical rules; or, engaging in any conduct which tends to create a safety hazard or violates safe work practices.

19. Failure to observe established facility speed limits, vehicle access procedures, or parking regulations.

20. Unauthorized or abusive use of paging systems.

21. Illegal activities and conduct of a criminal, disorderly, obscene, or immoral nature.

22. Smoking is prohibited in Restricted Access Areas.

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ATTACHMENT 3 - SITE SAFETY RULES

The prevention of injuries to anyone working on the Site is our number one priority. Contractor and its employees and Subcontractors shall comply with the rules set forth herein.

The Safety Rules set forth below are, of course, only the most basic requirements. There are innumerable other rules we all must follow based on Federal, State, and local Regulations as well as those based on accepted construction methods and procedures.

We ask your cooperation in our efforts to maintain a safe and injury-free work environment.

1. All injuries, no matter how slight, must be reported to the employee's supervisor and to the First Aid Station or Facility Manager, as applicable.

   [NOTE: The Contractor shall, as soon as reasonably possible but not exceeding 24 hours from the time of each accident, provide a copy of each accident report to the Company Representative.]

2. Approved hard hats, safety glasses, and safety shoes (per OSHA Regulation 29CFR1910.136) are required to be worn by all persons at all times on certain sites or when performing certain types of Work as required by said Regulations. All persons handling modular office materials and furnishings or otherwise handling items of significant weight shall wear back supports.

3. When working in noisy areas where noise levels exceed statutory limits, approved hearing protectors shall be worn.

4. All persons are required to wear long pants, shirts, and proper protective apparel.

5. Metal ladders shall not be used without Company's authorization. All ladders must be secured to prevent movement.

6. At all times when working at elevations, handrails must be used, or employees must be secured with safety belts to prevent falls.

7. All electric tools must be kept in good repair and must be either double-insulated or provided with an equipment ground.

8. Work areas must be kept clear of scrap and other material that could cause tripping hazards.

9. Damaged equipment, such as slings, ladders, scaffolds, or extension cords SHALL NOT BE USED.

10. All equipment must be kept at safe distances from energized high voltage lines pursuant to OSHA Regulations.

11. Fire blankets or other protection must be used beneath any cutting, welding, or burning

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operation to prevent slag or sparks from falling below the elevation where the Work is being conducted.

12. Employees shall familiarize themselves with the location of fire fighting equipment such as fire extinguishers and hose stations and report the use of any fire extinguisher to the Company Representative and Facility Manager so that it can be replaced.

13. Employees shall report all hazards which the employee cannot correct to their Supervisor, The Company's Representative, and the Facility Manager.

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ATTACHMENT NO. 4 - DRUG & ALCOHOL ABUSE POLICIES

I.8.9 USE OF DRUGS AND DRUG ABUSE

POLICY:

A. The illegal use, sale or possession of narcotics, drugs, or controlled substances while on the job or on Company property is strictly prohibited. Any illegal substance found will be confiscated and turned over to the appropriate law enforcement agency and may result in criminal prosecution. The Company will assist law enforcement agencies in the investigation of employees who may be using or trafficking drugs or suspected of such illegal activity.

B. Illegal drug usage, whether on or off the job, may adversely affect an employee's job performance, jeopardize the safety of other employees, the public, the reliability of the Company operations, and/or equipment, and is just cause for disciplinary action up to and including termination of employment.

C. If an employee reports to work in a condition giving a supervisor reasonable cause to suspect the influence of drugs or other hallucinogenics, the employee may be required to submit to a blood and/or urine exam, and if the test reveals that the employee has illegal drugs in his/her system, the employee will be subject to disciplinary action up to and including termination of employment.

D. Where there is a reasonable cause and at the discretion of the Company, vehicles, lockers, and/or related personal areas will be searched without prior notice to ensure a work environment free of illegal drugs. Any illegal substance found will be confiscated and turned over to the appropriate law enforcement agency and may result in criminal prosecution. Any employee found with such illegal substance will be subject to immediate disciplinary action up to and including termination of employment.

E. Employees who may be arrested for, or found involved in, off the job illegal drug activity may be considered to be in violation of this policy and subject to disciplinary action up to and including termination of employment. While it is not the Company's intent to intrude into the private lives of employees, the Company expects employees to report to work in a condition free of any effects of drug usage or abuse.

F. Employees who may be currently undergoing medically prescribed treatment with a controlled substance which may limit their ability to perform on the job must report this treatment to their supervisor prior to beginning work. Failure to report this to the supervisor shall be just cause for appropriate disciplinary action.

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I.8.10 ALCOHOLIC BEVERAGES

POLICY:

A. It is the policy of the Company to provide its employees with a safe work environment and maintain working conditions and procedures to ensure protection of Company equipment, property, and its other assets. It is a violation of Company policy for an employee to be found under the influence of alcohol, have possession of or use alcoholic beverages on the job or on Company property as defined below. Further, employees shall not act in any capacity for the Company nor operate a Company vehicle on or off Company premises while under the influence of alcohol. Employees found in such act or activities may be subject to disciplinary action up to and including termination.

B. If an employee reports to work in a condition giving a supervisor reasonable cause to suspect the influence of alcohol, the employee may be required to submit to a blood and/or urine exam. If the test reveals that the employee is under the influence of alcohol, the employee may be subject to disciplinary action up to and including termination of employment.

C. Where there is reasonable cause, and at the discretion of the Company, lockers and/or related personal areas may be searched without prior notice to ensure a work environment free of alcohol. Any employee found with alcohol may be subject to immediate disciplinary action up to and including termination of employment.

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TECO
TAMPA ELECTRIC

MEMORANDUM

DATE: October 4, 2004

TO: Chuck Black, Derryl Boddiford, Brian Buckley, Jim Harbaugh, Mark Hornick, Miles Valentine, Bill Whale

FROM: Jim Robertson JR/gl

SUBJECT: First Amendment to Service Agreement
Contract No. PK1 0797C – dated January 1997

Attached is the Execution Version of the First Amendment to Service Agreement (dated September 24, 2004) for Contract No. PK1 0797C between General Electric International, Inc. and Tampa Electric Company.

If you have any questions or need additional information please let me know.

Attachment

JGR/gdb

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FIRST AMENDMENT TO SERVICE AGREEMENT

This First Amendment ("First Amendment") is entered into this 24th day of September, 2004, by and between General Electric International, Inc. ("GE") and Tampa Electric Company ("Customer"), together the "Parties."

WHEREAS, Customer and General Electric Company ("GE Company") entered into that certain "Service Agreement" (Contract No. PK1 0797C) dated 1 January 1997 (the "Agreement");

WHEREAS, pursuant to that certain "Assignment, Bill of Sale and Assumption Agreement by and between General Electric Company and General Electric International, Inc," dated June 28, 1998, GE Company assigned its rights and obligations under the Agreement to its wholly owned subsidiary GE;

WHEREAS, pursuant to the Agreement, GE has installed in the Covered Unit both a replacement turbine rotor and a replacement compressor rotor; and

WHEREAS, pursuant to this First Amendment, the Parties wish to amend certain provisions of the Agreement as set forth herein below;

NOW THEREFORE, in consideration of the good and valuable mutual promises described herein, receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Effectiveness of First Amendment. Notwithstanding anything to the contrary contained herein, this First Amendment and the terms and conditions herein shall be effective as of the 24th day of September, 2004; provided that the following Sections of this First Amendment shall not become effective until January 1, 2007: Sections 3.1, 3.6, 3.10, 3.12(a) and 3.16.

2. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this First Amendment shall have the meaning given to them in the Agreement.

3. Amendments to Agreement. The Parties hereby amend the Agreement as follows:

3.1 Section 6. Section 6 of the Agreement shall be deleted and replaced in its entirety with the following:

"TERM

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The term of this Agreement shall take effect as of the Effective Date and shall extend until the completion of the first (1st) Combustion Inspection following the sixth (6th) Hot Gas Path Inspection (as such terms are defined in Section 2.0 of Attachment 2) on the Covered Unit; provided, in no event shall such term extend

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beyond the date which is more than 23 years from the Effective Date, unless sooner terminated in accordance with the provisions set forth in Article 9 of Attachment 5, "Service Agreement Terms and Conditions. For the purposes of determining the term of this Agreement, a Major Inspection is the equivalent of a Hot Gas Path Inspection."

3.2 Section 7. Section 7 of the Agreement shall be deleted and replaced in its entirety with the following:

"GENERAL

Attachments 1 - 6, including those attachments identifying the "Covered Unit(s)" and describing "GE Services", "Customer Responsibilities", "Pricing" and "Service Agreement Terms and Conditions" and "Site Environmental and Safety Requirements", are part of this Agreement. The attachments described below, if any, are also part of this Agreement:

Attachments: 2A, Existing Parts and 3A, Operational Spare Parts."

3.3 Addresses of Parties. The address for all notices to both Parties shall be deleted and replaced in their entirety with the following:

If to Customer:

Tampa Electric Company
P.O Box 111
Tampa, Florida 33601
Fax: (863)428-5927
Attn: General Manager - Polk Power Station

If to GE:

General Electric International, Inc.
4200 Wildwood Parkway
Atlanta, Georgia 30339
Fax (678) 844 7767
Attention to each of "GM, Contractual Services" and "Counsel, Contractual Services

3.4 Section 1.0 of Attachment 1. In Section 1.0 of Attachment 1 ("Unit 1 - Gas Turbine"), the words in the fourteenth bullet "MK V Computer & I's" shall be deleted and replaced in their entirety with the following:

"MK V Computer & I's, and upon installation by GE, the HMI Control System".

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3.5 Section 2.0 of Attachment 1. The following paragraph shall be added to the end of Section 2.0 of Attachment 1:

"3.0 Inspect Only Components

The following parts and components of the Covered Unit(s) shall be Inspect Only Components; provided, that with respect to items (ii) - (iv) below, such parts and components shall not be deemed "Inspect Only Components" pursuant to this Agreement until January 1, 2007:

(i) gas turbine rotor
(ii) Nitrogen valves (beginning January 1, 2007)
(iii) Syn Gas valves (beginning January 1, 2007)
(iv) Aft expansion joint (beginning January 1, 2007)"

3.6 Section 1.0 of Attachment 2. Section 1.0 of Attachment 2 shall be amended by deleting the word "and" before (iv) and inserting the following language at the end of the first sentence of the first paragraph:

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" (v) and hours of operation on distillate fuel not to exceed 10% of the total fired hours accumulated on the Covered Unit at the completion of the term of the Agreement, as measured at the time of the sixth (6^{th}) Hot Gas Path Inspection (as such term is defined in Section 2.0 of Attachment 2) on the Covered Unit. For the purposes of the foregoing, a Major Inspection is the equivalent of a Hot Gas Path Inspection."

Section 1.0 of Attachment 2 shall be further amended by adding the following language after the phrase "(approximately 321 MW)" in the third sentence of the paragraph:

" or violation of the distillate fuel use limitations in (v) above."

3.7 Section 2.1 of Attachment 2.

(a) Section 2.1 of Attachment 2 shall be amended by inserting the following at the end of the second sentence of the first paragraph:

"and (vi) subject to Section 4.1 of Attachment 2, all inspections of the Installed Unit Rotor (and the New Turbine Rotor and New Compressor Rotor (as applicable)), as necessary to maintain the Installed Unit Rotor (and the New Turbine Rotor and New Compressor Rotor (as applicable)) in good working condition, including any inspection required pursuant to any applicable TILs."

(b) Section 2.1 of Attachment 2 shall be further amended by inserting the following at the end of the first sentence:

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"and, at each Planned Maintenance event, a visual inspection including, but not limited to, any inspections in accordance with any TILs, of all Inspect Only Components."

3.8 Section 4.1 of Attachment 2. The following paragraph shall be inserted as Section 4.1 of Attachment 2:

"4.1 PROVISION OF THE NEW TURBINE ROTOR AND NEW COMPRESSOR ROTOR

4.1.1 Prior to the completion of the Term, Customer shall either (a) purchase from GE the New Turbine Rotor for installation in the Covered Unit or in a unit other than the Covered Unit at another of Customer's electric generating units, or (b) apply the purchase price of the New Turbine Rotor (i.e., $7,556,000) towards the purchase from GE under this Agreement (for use at any of Customer's electric generating facilities) of additional GE 7FA parts, components and/or consumables; provided that notwithstanding anything in Section 25.1 of Attachment 5 to the contrary, Customer may, without the prior written consent, but with notice to GE, assign any rights under this Agreement with respect to the New Turbine Rotor, or such GE 7FA parts, components and/or consumables, to any Affiliate of Customer. The decision to elect either action (a) or (b) above shall be in Customer's sole discretion; provided that Customer must make such election known to GE no later than the time of performance of the last Hot Gas Path Inspection.

If Customer elects to purchase the New Turbine Rotor, GE shall deliver such New Turbine Rotor in accordance with the provisions of this Section 4.1.1. Subject to Section 4.1.3 below, Customer shall pay for the New Turbine Rotor, if applicable, in accordance with Section 1.2.6 of this Attachment 4; provided that GE shall bear the cost of the delivery of the New Turbine Rotor to and from the Facility. Customer shall bear, as Extra Work, the cost of removal of the Installed Turbine Rotor and installation of the New Turbine Rotor. The New Turbine Rotor shall be warranted in accordance with the provisions of Section 4.0 of Attachment 5; provided, that the "Warranty Period" for such New Turbine Rotor shall be through the earlier to occur of (A) 12,000 fired hours from first use, or (B) 2 years after installation thereof, and further provided that the New Turbine Rotor has been properly stored, maintained and used by the Customer and has been installed within 36 months after date of delivery.

4.1.2 Prior to the completion of the Term, Customer shall either (a) purchase from GE the New Compressor Rotor for installation in the Covered Unit or in a unit other than the Covered Unit at another of Customer's electric generating units, or (b) apply the purchase price of the New Compressor

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Rotor (i.e., $4,179,000) towards the purchase from GE under this Agreement (for use at any of Customer's electric generating facilities) of additional GE 7FA parts, components and/or consumables; provided that notwithstanding anything in Section 25.1 of Attachment 5 to the contrary, Customer may, without the prior written consent, but with notice to GE, assign any rights under this Agreement with respect to the New Compressor Rotor, or such GE 7FA parts, components and/or consumables, to any Affiliate of Customer. The decision to elect either action (a) or (b) above shall be in Customer's sole discretion; provided that Customer must make such election known to GE no later than the time of performance of the last Hot Gas Path Inspection.

If Customer elects to purchase the New Compressor Rotor, GE shall deliver such New Compressor Rotor in accordance with the provisions of this Section 4.1.2. Subject to Section 4.1.3 below, Customer shall pay for the New Compressor Rotor, if applicable, in accordance with Section 1.2.6 of this Attachment 4; provided that GE shall bear the cost of the delivery of the New Compressor Rotor to and from the Facility. Customer shall bear, as Extra Work, the cost of installation of the New Compressor Rotor. The New Compressor Rotor shall be warranted in accordance with the provisions of Section 4.0 of Attachment 5; provided, that the "Warranty Period" for such New Compressor Rotor shall be through the earlier to occur of (A) 12,000 fired hours from first use, or (B) 2 years after installation thereof, and further provided that the New Compressor Rotor has been properly stored, maintained and used by the Customer and has been installed within 36 months after date of delivery.

4.1.3 With respect to the New Turbine Rotor (if purchased by Customer) and the New Compressor Rotor (if purchased by Customer), GE shall (a) bear, as a one-time cost, the cost of the disconnection and re-connection (i.e., "marrying and unmarrying") of the New Turbine Rotor to the Installed Compressor Rotor and (b) the cost of any modifications to the configuration of the Covered Unit so as to accommodate installation of the New Turbine Rotor and the New Compressor Rotor.

3.9 Section 7.0 of Attachment 4. Section 7.8 of Attachment 5 shall be deleted in its entirety and replaced with the following language:

"7.8 [Reserved]"

3.10 Section 1.0 of Attachment 4. "TABLE NO.1" in Section 1.1.1 of Attachment 4 shall be deleted and replaced in its entirety with the following:

"TABLE NO. 1

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	Column A	Column B
Gas Turbine Fired Hours Per Year	January 1, 2004 - December 31, 2006	January 1, 2007 - completion of the term of the Agreement
	Levelized Mils/KW-hr	Levelized Mils/KW-hr
8000+	1.566	1.707
7000 - 7999	1.707	1.848
6000 - 6999	1.872	2.013
5000 - 5999	2.048	2.072
4000 - 4999	2.107	2.131

3.11 Section 1.2 of Attachment 4. Section 1.2 of Attachment 4 shall be deleted and replaced in its entirety with the following:

"Additional Compensation.

The Levelized Price computed in accordance with Section 1.1 of this ATTACHMENT 4 represents the total price due to GE, for the period covered by said computation, for performance of GE's obligations under this Agreement with respect to the Covered Unit, except as otherwise set forth in this Section 1.2 for: (i) Extra Work, (ii) certain Unplanned Maintenance as described in Section 1.2.1 below, (iii) work resulting from an Excusable Delay, (iv) escalation in accordance with the terms of Article 3.0 of this ATTACHMENT 4 and (v) the provision of the New Turbine Rotor and New Compressor Rotor (as applicable). Circumstances for which GE is entitled to additional compensation hereunder, and the methods of computing same or of determining the manner in which costs will be shared by the Parties, are as follows:"

3.12 Section 1.2 of Attachment 4.

(a) Paragraph (2) of Section 1.2.1 of Attachment 4 shall be deleted and replaced in its entirety with the following:

"(2) In all other cases of an Unplanned Maintenance Event, the first US$1,000,000 of the price for Parts and Maintenance Services utilized for each Unplanned Maintenance Event shall be borne by GE, up to a maximum of US$2,000,000 in any one calendar year. The price for Parts and Maintenance Services for Unplanned Maintenance which exceeds the foregoing amount shall be paid for by Customer at the rates for Extra Work as if the same were Extra Work in accordance with Section 1.2.2 below."

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(b) The following paragraph shall be inserted after Section 1.2.5 of Attachment 4:

"1.2.6 New Turbine Rotor and New Compressor Rotor

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Upon receipt of an invoice from GE, Customer shall pay half of the purchase price of the New Turbine Rotor no later than thirty (30) days prior to delivery of the New Turbine Rotor pursuant to Section 4.1.1 of Attachment 2. Customer shall pay the remaining balance due within thirty (30) days after delivery of the New Turbine Rotor. The price of the New Turbine Rotor shall be the lower of (a) $7,556,000, or (b) the then-current "list" price (subject to a discount of 20%); provided, that if GE's then-current "list price" (less the 20% discount) for the New Turbine Rotor is greater than the then-current market price for a turbine rotor comparable to the New Turbine Rotor, then the parties shall meet and negotiate in good faith an equitable price to be paid by Customer for the New Turbine Rotor; provided further, that if Customer requires the New Turbine Rotor at any time during the Term due to failure of the Installed Turbine Rotor, then the price of the New Turbine Rotor shall be $7,556,000, multiplied by the fired hours accumulated on the Covered Unit from Effective Date through the date of failure of the Installed Turbine Rotor, divided by 144,000 fired hours.

Upon delivery of the New Compressor Rotor, if ordered by Customer pursuant to Section 4.1.2 of Attachment 4, GE shall provide Customer an invoice therefor. Customer shall pay such invoiced amount within thirty (30) days after its receipt thereof. The price of the New Compressor Rotor shall be the lower of (a) $4,179,000, or (b) the then-current "list" price (subject to a discount of 20%); provided, that if GE's then-current "list price" (less the 20% discount) for the New Compressor Rotor is greater than the then-current market price for a compressor rotor comparable to the New Compressor Rotor, then the parties shall meet and negotiate in good faith an equitable price to be paid by Customer for the New Compressor Rotor; provided further, that if Customer requires the New Compressor Rotor at any time during the Term due to failure of the Installed Compressor Rotor, then the price of the New Compressor Rotor shall be $4,179,000, multiplied by the fired hours accumulated on the Covered Unit from Effective Date through the date of failure of the Installed Compressor Rotor, divided by 144,000 fired hours.

Example:

New Turbine Rotor required due to failure of Installed Turbine Rotor at 120,000 fired hours on Covered Unit from Effective Date. Price to be paid would be $7,556,000 x 120,000/144,000."

3.13 Section 3.0 of Attachment 4.

(a) Section 3.1 of Attachment 4 shall be deleted and replaced in its entirety with the following:

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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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"3.1 Prices under this Agreement shall be escalated in accordance with the below published indices, with December 2003 used as the "Base Month"; provided that (a) the prices set forth in Column B of "TABLE NO.1" in Section 1.1.1 of Attachment 4 and (b) the prices for the New Turbine Rotor and the New Compressor Rotor set forth in Section 1.2.6 of Attachment 4 will only be escalated from the year 2008 through the end of the term of this Agreement by an amount equal to the greater of (1) 1% or (2) the amount of escalation as determined in accordance with the below published indices, with December 2007 used as the "Base Month". For the avoidance of doubt, prices under (a) and (b) above shall not be escalated for the years 2004 through 2007."

(b) Section 3.3(a) shall be deleted in its entirety and replaced with the following:

"a). The "Labor Index" shall be the Average Hourly Earnings of Production Workers (CEU 3133360006) as determined and reported monthly by the Bureau of Labor Statistics of the U.S. Department of Labor."

(c) Section 3.3(c)(ii) shall be deleted in its entirety and replaced with the following:

"(ii) the Average Hourly Earnings of Production Workers (CEU 0500000006) as determined and reported monthly by the Bureau of Labor Statistics of the U.S. Department of Labor."

(d) Section 3.3(d) of Attachment 4 shall be deleted in its entirety and replaced with the following:

"d). The "Base Labor Index", "Base Materials Index" and "Base Services Index" shall be the "Labor Index", "Materials Index" and "Services Index" as calculated above for the "Base Month", December 2003."

3.14 Section 1.6 of Attachment 5. Section 1.6 of Attachment 5 shall be deleted and replaced in its entirety with the following:

"Extra Work -- Parts and Maintenance Services which are: (1) specifically for the purpose of improvements, modifications, up-rates or upgrades of the Covered Unit, or component(s) thereof, requested by the Customer under this Agreement, or (2) an addition of equipment or components beyond those supplied by GE

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under the Equipment Contract requested by the Customer under this Agreement, or (3) provided for equipment or components not constituting part of the Covered Unit, or which are otherwise beyond the scope of GE's responsibilities under this Agreement, or (4) provided for Unplanned Maintenance to the extent the price for such goods and/or services provided in connection with any Unplanned Maintenance Event is to be paid by Customer pursuant to ATTACHMENT 4 "PRICING", or (5) performed in accordance with the procedures set forth in Article 15.0 of this ATTACHMENT, or (6) provided for repair or replacement of Inspect Only Components, subject always to (i) GE's obligations under Section 4.1 of Attachment 2 and (ii) GE's warranty obligations with respect to the Installed Unit Rotor;"

3.15 Section 1.0 of Attachment 5. The following definitions shall be added to Section 1.0 of Attachment 5 in their appropriate numerical order:

For purposes of section 4.1.2, "affiliate" means any entity (including, without limitation, any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by, or under common control with Customer for the purpose of operating and/or owning any of Customer's electric generating facilities.

"Inspect Only Components" means those components identified as such in Section 1 of Attachment 1.

"Installed Compressor Rotor" means the compressor rotor which was installed in the Covered Unit as of October 31, 2003.

"Installed Turbine Rotor" means the turbine rotor which was installed in the Covered Unit as of October 31, 2003.

"Installed Unit Rotor" means the Installed Compressor Rotor and the Installed Turbine Rotor, collectively.

"New Compressor Rotor" shall mean one new assembled bladed compressor rotor at least technologically equivalent (or better, at GE's discretion) to the Installed Compressor Rotor.

"New Turbine Rotor" shall mean one new assembled unbucketed turbine rotor at least technologically equivalent (or better, at GE's discretion) to the Installed Turbine Rotor.

"New Unit Rotor" shall mean the New Compressor Rotor and the New Turbine Rotor, collectively.

3.16 Section 10 of Attachment 5.

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(a) Section 10.1 of Attachment 5 shall be deleted and replaced in its entirety with the following:

"10.1 Title to Parts shipped (a) from within the United States, shall pass from GE to Customer when such Parts are made available for shipment from the manufacturer's factory or other point of shipment to Customer; provided that Customer has received notice from GE that such Parts are so available, and (b) from outside the United States, shall pass from GE to Customer when such Parts are cleared for import into the United States; provided further, that in either case, GE shall not ship such Parts earlier than 180 days prior to their installation at the Facility, without the prior written consent of Customer."

(b) Section 10.5 of Attachment 5 shall be deleted and replaced in its entirety with the following:

"10.5 Customer shall retain title to all Parts and parts removed at any time from the Covered Unit during the final eighteen (18) months (i.e., 540 days) of the Term of this Agreement. GE shall deliver such Parts and parts to Customer's warehouse at Polk Power Station in their "AS-IS" condition, and GE shall have no other or further obligation or liability, whether in contract, warranty, indemnity, tort/extracontractual liability (including negligence) strict liability or otherwise for such Parts or parts."

4. Provision of HMI Control System. Not later than the completion of the next Planned Maintenance Event after the effective date of this First Amendment (at a time mutually acceptable to GE and Customer), GE shall (i) provide and install an HMI Control System in the Covered Unit, and (ii) in accordance with that certain Amended and Restated Contract No. PK2-03-99, as amended, with respect to the generating unit at the Facility known by the Parties as the "Polk 2 Unit," provide and install an HMI Control System in the Covered Unit and the Polk Unit 2. In connection with such installations, GE shall remove the existing control systems from the Covered Unit and the Polk 2 Unit. GE shall bear up to the first $200,000 of the aggregate cost of providing and installing HMI Control Systems in the Covered Unit and the Polk 2 Unit. Customer shall bear, as Extra Work, the cost of providing and installing an HMI Control Systems in the Covered Unit and the Polk 2 Unit in excess of $200,000.

5. Settlement of Dispute Under the Agreement. The Parties acknowledge that GE has invoiced Customer $5,470,797 (Invoice No. M8AD30253) for rotor work performed GE on or about October 1st 2003, which such work included the installation of the Installed Unit Rotor and that Customer has disputed a portion of that invoice. In order to resolve such dispute and in consideration of the Parties' respective agreements set forth in this First Amendment, promptly following signature of this First Amendment, GE shall issue Invoice No. PL1-7AD-5 in the amount of $2,735,397 and Customer shall pay such

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amount within 5 days of receipt of the invoice. Such payment shall constitute full accord and satisfaction to GE for all equipment and services provided in connection with such rotor work (including installation of the Installed Unit Rotor). The parties further understand and agree that, in the event of any future disputes under the Agreement, the terms and conditions of this paragraph five are not binding on the Parties, do not establish a course of conduct with respect to disputes between the Parties, and shall not serve as precedent for the resolution of any such future disputes.

6. Governing Law. The governing law of the Agreement shall govern the validity, construction, enforcement, and interpretation of this First Amendment.

7. Validity of First Amendment and Agreement. Except as expressly set forth in this First Amendment, the Parties agree that all other provisions of the Agreement shall remain unchanged and in full force and effect. In the event that any provision in the Agreement conflicts with any provision in this First Amendment, the Agreement shall control.

8. Amendments. No amendment to the terms and conditions of this First Amendment shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of each of the Parties.

9. Waiver. No waiver of any provision of this First Amendment, or breach hereof, shall be effective unless it is in writing, signed by the Party waiving such provision.

10. Counterparts; Signatures. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this First Amendment. Any electronic facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

(*signatures on the following page*)

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IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment effective as of the date first above written.

General Electric International, Inc.	Tampa Electric Company
By:	By:
Name: Jeffrey A. Whittingham	Name: CHARLES R. BLACK
Title: Risk Manager	Title: SR. V.P. - GENERATION

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COMPROMISE AND SETTLEMENT AGREEMENT

This COMPROMISE AND SETTLEMENT AGREEMENT (this "Agreement") is made and entered into as of the 30th day of January, 2006 (the "Effective Date"), by and between GENERAL ELECTRIC INTERNATIONAL, INC., a corporation organized under the laws of the state of Delaware ("GEII"), and TAMPA ELECTRIC COMPANY, a corporation organized under the laws of the state of Florida ("Tampa Electric"). GEII and Tampa Electric may sometimes be collectively referred to in this Agreement as the "Parties" or individually as a "Party".

RECITALS

WHEREAS, Tampa Electric and General Electric Company ("GEC") entered into that certain Contract No. PK10797C, Service Agreement (the "Initial Agreement"), effective as of January 1, 1997;

WHEREAS, GEC assigned its rights and obligations under the Initial Agreement to its wholly-owned subsidiary GEII pursuant to that certain Assignment, Bill of Sale and Assumption Agreement, dated June 28, 1998;

WHEREAS, Tampa Electric and GEII entered into that certain First Amendment to Service Agreement ("1st Amendment"), dated September 24, 2004 (the Initial Agreement, as amended by the 1st Amendment, shall be referred to herein as the "Service Agreement");

WHEREAS, on or about January 18, 2005, Unit 1 of the Polk Power Station (the "Polk Unit") owned by Tampa Electric suffered a significant outage (the "Outage");

WHEREAS, GEII provided services between January 18, 2005 and April 27, 2005 to Tampa Electric under the Service Agreement to repair damages to the Polk Unit resulting from the Outage (the "Outage Services");

WHEREAS, on or about August 31, 2005, GEII submitted to Tampa Electric certain invoice Nos. PL1-7AD-12, PL1-7AD-13, PL1-7AD-14, PL1-7AD-15, PL1-7AD-16, PL1-7AD-17, PL1-7AD-18, PL1-7AD-19, PL1-7AD-20 and PL1-7AD-21 (collectively the "GE Invoices") in the aggregate amount of $10,245,730 less $1,000,000 pursuant to the terms of the Service Agreement for a final total amount of $9,245,730 (the "GE Invoiced Amount"), in connection with the Outage Services;

WHEREAS, a dispute has arisen between Tampa Electric and GEII relating to payment of the GE Invoiced Amount and any additional, unbilled, charges for Outage Services, including but not limited to charges relating to the future replacement of the existing compressor discharge casing on the Polk Unit (the "Existing CDC"), that GEII would be entitled to receive under the Service Agreement (the "Dispute"); and

WHEREAS, the Parties desire to resolve all outstanding obligations relating to the Dispute in accordance with this terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

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1. Defined Terms. Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the meaning given to them in the Service Agreement.

2. Settlement of GE Invoiced Amount; Supporting Documentation.

2.1 Settlement of GE Invoiced Amount. In order to resolve the Dispute and in consideration of the Parties' respective obligations under this Agreement, GEII agrees to reduce the GE Invoiced Amount to Seven Million Five Hundred Thousand dollars ($7,500,000). GEII has issued and delivered to Tampa Electric a credit invoice ("Credit Invoice") in the amount of Three Million One Hundred Eight Thousand Seven Hundred Ninety-Eight dollars ($3,108,798.00) for GE Invoice No. PL1-7AD-20 and GEII will issue and deliver to Tampa Electric, no later than March 1, 2006, a new invoice replacing and superseding the GE Invoice No. PL1-7AD-20 in the amount of One Million Three Hundred Sixty-Three Thousand Sixty-Eight dollars ($1,363,068.00) (the "Restated Invoice"). GEII agrees to collaborate with Tampa Electric and modify any description contained in the Restated Invoice in the event Tampa Electric requests clarification of such description. GEII agrees that the GE Invoices, together with the Credit Invoice and the Restated Invoice shall contain any and all charges owed GEII under the Service Agreement with regard to the Dispute. Except as stated in this *Section 2.1*, no further invoices are outstanding for the Outage. GEII further agrees that, except as expressly provided in this Agreement, no additional amounts shall be owed to GEII (or any affiliate or contractor thereof) under the Service Agreement with regard to (i) the Outage Services performed under the Service Agreement and (ii) parts supplied and services performed under the Service Agreement with regard to the manufacture, delivery and installation of the cast 1¼ Cr ½ Mo compressor discharge casing ("Replacement CDC") to be installed by GEII in the Polk Unit as set forth below in *Section 4*.

2.2 Supporting Documentation. GEII agrees to work with Tampa Electric in good faith to assemble and deliver to Tampa Electric reasonable documentation supporting the GE Invoiced Amounts for certain designated GE Invoices, specifically GE Invoice Nos. PL1-7AD-15, PL1-7AD-16, PL1-7AD-18 and PL1-7AD-21 (the "Supporting Documentation"). GEII delivered to Tampa Electric such Supporting Documentation on January 27, 2006.

3. Payment by Tampa Electric. By way of settlement of any and all obligations of Tampa Electric relating to the Dispute, Tampa Electric agrees to make payments to GEII in the aggregate amount of Seven Million Five Hundred Thousand dollars ($7,500,000) as set forth below:

(i) Six Million One Hundred Thirty-Six Thousand Nine Hundred Thirty-Two dollars ($6,136,932.00) shall be wired to the account set forth below (the "GEII Account") on or before January 31, 2006, and

(ii) the remaining portion of the settlement payment in the amount of One Million Three Hundred Sixty-Three Thousand Sixty-Eight dollars ($1,363,068.00) shall be wired, no later than March 28, 2006 but no earlier than March 21, 2006, to the GEII Account or such other account as may be specified in writing to Tampa Electric by GEII on or before March 15, 2006.

Notwithstanding any provision to the contrary in this Agreement, payment of the amount referenced above in clause (ii) of this *Section 3* is conditioned upon Tampa Electric's prior receipt of the Restated Invoice consistent with the provisions of *Section 2.1*. GEII agrees that payment of the above-stated amounts shall constitute full accord and satisfaction to GEII for all parts and services provided in connection with the Outage Services as well as the parts and services to be provided in connection with the CDC Replacement Outage (as defined below) except for the Conditional Payments as provided in *Section 4* below. For purposes of this Agreement, the GEII Account shall be GEII's account with

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Deutsche Bank Trust. Swift Acct: [redacted], ABA [redacted], Acct# [redacted] and Acct Name: GE Energy Services.

4. CDC Replacement Outage.

4.1 CDC Replacement Outage Schedule. GEII agrees to commence the outage for removing the Existing CDC at the Polk Unit and installing in its place the Replacement CDC (the "CDC Replacement Outage") no later than April 17, 2006 or such later date as agreed to in writing by Tampa Electric. GEII agrees to complete the CDC Replacement Outage within forty (40) calendar days (including the commencement date) of the commencement of the CDC Replacement Outage which completion is currently scheduled to occur by 11:59 p.m. on May 27, 2006.

4.2 Costs Relating to CDC Replacement Outage. Notwithstanding any contrary provisions contained in the Service Agreement, the Parties agree that the services performed by or on behalf of GEII in connection with the CDC Replacement Outage shall not constitute Extra Work under the Service Agreement. Furthermore, GEII agrees that, except as expressly provided in this *Section 4*, all cost of removing the Existing CDC and manufacturing, transporting and installing the Replacement CDC shall be performed under the Service Agreement at GE's expense, provided however, Tampa Electric agrees to reimburse GEII for (i) expediting manufacturing charges of Voest Alpine in the amount of Sixteen Thousand dollars ($16,000) and shall pay such amount to GEII within thirty (30) days of delivery of the Replacement CDC and receipt of an invoice for the same (the "Expediting Charge"). Any additional expediting charges will be reviewed by the Parties, and are subject to the approval of Tampa Electric.

4.3 CDC Replacement Outage Expediting Bonus. In the event that the CDC Replacement Outage is completed by GEII in less than forty (40) days from the commencement of such outage, TEC agrees to pay GEII incentive payments in the amount of Thirty Thousand dollars ($30,000) per day, for a maximum of One Hundred Fifty Thousand dollars ($150,000), for every day in advance of such scheduled completion of the CDC Replacement Outage (the "Expediting Bonus"). For purposes of determining whether GEII is entitled to receive an Expediting Bonus hereunder, the Parties agree that completion of the CDC Replacement Outage shall be memorialized with an outage completion letter from an authorized representative of GEII that shall be faxed to the attention of Mr. Mark Hornick at facsimile no. 863-428-5927 with a copy to Mr. Thomas Berry at facsimile no. 813-228-1033. In such completion letter, GEII shall certify to Tampa Electric that the CDC Replacement Outage has been completed and the Polk Unit is available to return to service. The Expediting Charge and the Expediting Bonus, if any, shall be collectively referred to herein as the Conditional Payments.

5. Replacement of the Compressor Rotor and Service Agreement Term Modifications. The Outage Services performed by or on behalf of GEII included the removal of the Installed Compressor Rotor and installation of a refurbished assembled bladed compressor rotor in the Covered Unit. The Parties agree to amend the definition of "New Compressor Rotor" contained in *Section 1* of *Attachment 5* to the Service Agreement to reference the refurbished compressor rotor that was installed in the Covered Unit during the Outage Services. GEII agrees that Tampa Electric has satisfied its obligations under *Section 4.1.2* of *Attachment 4* to the Service Agreement with the installation of this New Compressor Rotor and the Parties agree to amend *Section 4.1.2* of *Attachment 4* to Service Agreement by deleting *Section 4.1.2* in its entirety and replacing the existing provision to (i) recognize Tampa Electric's purchase of a New Compressor Rotor in connection with the Outage and (ii) include a grant by GEII to Tampa Electric of a warranty on the New Compressor Rotor in accordance with the warranty terms (other than time period) of *Section 4.0* of *Attachment 5* to the Service Agreement such that the "Warranty

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Period" for the New Compressor Rotor shall be through the earlier to occur of (A) 12,000 fired hours on the New Compressor Rotor (calculated from April 27, 2005), and (B) April 27, 2007.

6. Adjustments to the Levelized Price. For purposes of calculating the actual amount of the total Levelized Price due to GEII for the 2005 Agreement Year under *Section 2.1.1* of *Attachment 4* to the Service Agreement, GEII will recalculate the Levelized Price for the 2005 Agreement Year using the Levelized Mils/KW-Hr rate corresponding to the 6000 to 6999 range of gas turbine fired hours in Table No. 1 of *Section 1.1.1* of the Service Agreement (*i.e.* 1.872 Levelized Mils/KW-hr). GEII agrees to deliver to Tampa Electric an invoice for such recalculated amount no later than February 10, 2006.

7. Adjustments to Future Planned Maintenance Schedules. In accordance with *Section [2.2]* of *Attachment 2* to the Service Agreement, the Parties are to work to mutually agree upon the exact dates of Planned Maintenance Outages. As an accommodation to GEII to afford GEII an opportunity, but not necessarily an absolute right, to utilize Parts removed from the Covered Unit during Outage Services on which there remains partial life ("Partial Life Parts"). TEC agrees to work in good faith with GEII to re-sequence future Planned Maintenance Outages over the remaining term of the Agreement to mutually accommodate the schedules of the Parties. In addition to GEII obligations relating to Parts under the Service Agreement, GEII agrees that all Parts (including any of the Partial Life Parts) utilized by GEII in the performance of Planned Maintenance Services will have an expected life of no less than 8,000 fired hours each interval. The Parties agree to work together in good faith to agree upon and memorialize a revised Planned Maintenance Outage Schedule no later than June 30, 2006. For the avoidance of any doubt, the Parties agree that the Term of the Service Agreement is unchanged and that they have merely committed to work together in good faith to develop a schedule for Planned Maintenance over the remaining Term and such will not subject Tampa Electric to any additional cost or expense under the Service Agreement relating to such adjustments in the Planned Maintenance Schedule and related intervals.

8. Engineering Study. .GEII agrees to perform an Engineering Study to identify, evaluate and prioritize possible short and long-term equipment and operating enhancements to improve the performance of the Polk Unit 1 Combustion Turbine (the "Engineering Study"). In particular, the Engineering Study will define any modifications that would increase the generating capability of the equipment above the current limit of 192 gross MW. GEII agrees to complete the Engineering Study and to provide to Tampa Electric a copy of the written report reflecting the study no later than June 30, 2006. GEII agrees to provide Tampa Electric with intermediate results of the Engineering Study if there are items that could reasonably be implemented during the CDC Replacement Outage. GEII has estimated that the cost of the Engineering Study will be approximately Fifty Thousand dollars ($50,000.00). As part of the settlement of the Dispute, GEII agrees to cover the first Fifty Thousand dollars ($50,000.00) of the cost of the Engineering Study. In the event that the costs of the Engineering Study are expected to exceed the estimated amount, GEII will notify Tampa Electric in advance of incurring such expenses and seek Tampa Electric's written consent to incur such additional expenses. Further, TEC agrees to have all work arising from the Engineering Study performed by GEII pursuant to the Extra Work clauses of the Service Agreement.

9. Modifications to the Service Agreement. In connection with the settlement of the Dispute and entrance into this Agreement, the Parties agree to amend the Service Agreement to accommodate the terms and conditions set forth, above, in *Sections 3 though 7* of this Agreement. The Parties agree to work in good faith to prepare such amendment to the Service Agreement. Until such time as the Parties have both executed an amendment to the Service Agreement satisfying the provisions of this *Section 9*, the Parties agree that the terms and conditions set forth herein shall govern in the event a dispute arises under the Services Agreement in relation to terms specifically addressed in this Agreement.

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10. Releases.

10.1 Release by Tampa Electric. Tampa Electric does hereby, for itself and its parents, subsidiaries, affiliates, successors and assigns, including but not limited to TECO Energy, Inc., for and in consideration of the terms contained in *Sections 2 through 9* of this Agreement and the release given in accordance with *Section 10.2* below, irrevocably release, acquit, waive and forever discharge GEII and all past, present and future parents, subsidiaries, affiliates, successors and assigns of GEII, from any and all claims, damages, obligations, and liabilities or causes of action of any kind whatsoever, known or unknown, whether in contract or in tort, at common law, statutory or otherwise, including attorney's fees and costs, arising out of or related to the Dispute; provided, however, the release contained in this *Section 10.1* does not constitute a release by Tampa Electric for any claims which may exist under the Service Agreement with regard to warranty claims for any services or parts provided during the Outage Services or the CDC Replacement Outage. This Agreement represents a full and final settlement and resolves all claims, issues and disputes on matters described above as the Dispute as of the date of this Agreement and is intended to be a general, total and complete release of claims related to the Dispute.

10.2 Release by GEII. GEII does hereby, for itself and its parents, subsidiaries, affiliates, successors and assigns, for and in consideration of the total amounts paid by Tampa Electric in accordance with *Section 3* above and in further consideration of the terms contained in *Sections 2 through 9* of this Agreement as well as the release given in accordance with *Section 10.1* above, irrevocably release, acquit, waive and forever discharge Tampa Electric and all parents, subsidiaries, affiliates, successors and assigns, including but not limited to TECO Energy, Inc., from any and all claims, damages, obligations, and liabilities or causes of action of any kind whatsoever, known or unknown, whether in contract or in tort, at common law, statutory or otherwise, including attorney's fees and costs, arising out of or related to the Dispute.

11. Entire Agreement; Amendment. This Agreement sets forth the entire agreement of the Parties, and the exclusive remedies, with respect to the subject matter addressed herein and supersedes all prior agreements or understandings between or among the Parties pertaining to the Dispute, and any other subject matter contained in this Agreement. Each of the Parties agrees and acknowledges that there are no contemporaneous oral agreements between or among them relating to this Agreement. No changes, modification, rescission, assignment or waiver of this Agreement or any provision thereof shall be binding except by writing signed by each of the Parties, and any non-permitted change, modification, rescission, assignment or waiver shall be void *ab initio* and of no effect.

12. No Admission. This Agreement is executed for settlement purposes only and shall not be construed to be an admission of guilt, fault or liability by any Party.

13. Confidentiality. This Agreement is considered to be privileged and confidential information and, except to the extent that disclosure is permitted in accordance with *Section 22.2* of *Attachment 5* of the Service Agreement, shall not be disclosed to third parties. Notwithstanding the above, the Parties agree that Tampa Electric may disclose this Agreement to its insurance carrier subject to the confidentiality agreement entered into between the Parties and Factory Mutual Insurance Company.

14. Binding Effect; Purposes. This Agreement shall inure to the benefit of and shall be binding upon each of the Tampa Electric and GEII and their respective successors and assigns.

15. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be fully effective as an original and all of which together shall constitute one and the same instrument.

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16. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of New York, excluding any conflict-of-law or choice-of-law rules which might lead to the application of the internal laws of another jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Compromise and Settlement Agreement on the dates specified below.

TAMPA ELECTRIC COMPANY	GENERAL ELECTRIC INTERNATIONAL, INC.
By: _____	By: _____
Name. C. R. Black	Name:
Title: President	Title:
Date: January 26, 2006	Date: January ___, 2006

W.T. Black
CLG/bo

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16. Governing Law. This Agreement shall be interpreted and construed under the laws of the State of New York, excluding any conflict-of-law or choice-of-law rules which might lead to the application of the internal laws of another jurisdiction.

IN WITNESS WHEREOF, the Parties have executed this Compromise and Settlement Agreement on the dates specified below.

TAMPA ELECTRIC COMPANY

By: _____
Name.
Title:
Date: January ___, 2006

GENERAL ELECTRIC INTERNATIONAL, INC.

By: _____
Name: Mika Kalmes
Title: General Manager
Date: January 30, 2006

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Polk 1

expectations

	Net	
MW Hrs -	1519514	coal
	46,995	oil
Hrs -	6844.36 →	

2006

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TECO
TAMPA ELECTRIC

James Harbaugh
Director Generation
Technical Services
702 North Franklin Street
Tampa, Florida 33602
Direct: (813) 228-1798
Fax: (813) 228-1185

August 15, 2005

Delivered-by-Hand
Mr. Keith Wilson
GE Energy
4200 Wildwood Parkway
Atlanta, GA 30339

Reference: (1) Contract No. PK10797C, Service Agreement, as amended, between Tampa Electric Company (TEC") and General Electric Company ("GE") for the Polk Power Station (the "Contract")

(2) Letter from Keith Wilson (GE) to James Harbaugh (TEC), dated July 28, 2005

Dear Keith:

We are in receipt of the above-referenced letter. Please be advised that, based upon TEC's understanding of the provisions of the Contract, we disagree with GE's characterization of the replacement of the compressor discharge casing as "Extra Work."

Per the TECO Polk Clearance / Casing Creep RCA delivered to TEC by GE on June 8, 2005, GE has, as a matter of improving the design of the casing, recommended the replacement of the current carbon steel casing with a 2¼ Cr 1 Mo casted casing. Based upon this, we understand that Section 1.16 of Attachment 3 of the Contract applies. Under this Section, "the Customer [(TEC)] shall not be responsible for increases to the Levelized Price or additional payments associated with any improvements required by. . . written recommendations issued by GE necessary to maintain the Covered Units in the condition in which they were initially provided by GE." Thus, TEC should not be required to pay GE additional amounts for this improvement, when the Contract clearly states that this is not a cost to be borne by TEC.

If you have any questions concerning this letter, please do not hesitate to contact me.

Sincerely,

Jim Harbaugh

Jim Harbaugh
File
John Currier Bill Whale
Tom Berry Cris Aikman
Edsel Carlson Mark Hornick

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TECO Polk 1 Forced Outage Rebuild Options

TECO

Option 1 - TECO Turbine Rotor with Replacement Compressor Rotor	CSA Price
Site Outage Work	1,785,000
Marriage bolts	115,200
Refurb Compressor Rotor Sell Price w/RBE	3,077,460
IRS Shop Component - Marry C/R and T/R	699,550
TECO Rotor Unstack	191,250
Cost--New Compressor Stator Blades	1,504,000
CDC On Site Machining	212,500
Marmen CDC Work	218,912
Kowepo CDC Work	$47,930
Stranded Life Debit	$3,108,798
Compressor Tip Grinding	$22,100
Sub Total	$10,982,700
Less Concession	-$484,900
Total Invoice to TECO	$10,497,800

Assumptions:

- Outage durations Jan. 20 to April 26
- Site outage work (2005 planned CI outage cost removed), I&RS shop work, GE refurbished compressor rotor, new stator compressor blades, capital part stranded life debit, estimate for CDC on site machining/repair, CDC work at Marmen, Kowepo CDC inspection, tip grinding compressor rotor blades on site at Polk and unstack of TECO compressor rotor.
- Normal HGP inspection/repair cost assumed. This poses the most significant risk to cost.
- This estimate includes trade in of the TECO compressor rotor.

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TECO

Repair Cost in Excess of Standard HPG Inspection Repairs

Repair Cost in Excess of Standard Repair Cost

Component	Dwg. #	Normal Repair Cost	Actual Repair Cost
S1B	354B3750 G002	$1,342,159	?
S1N	103E5730 G019	$258,590	?
S2B	247B5718 G001	$317,449	?
S2N	105E8919 G001	$336,746	?
S3B	353B2694 G001	$267,274	?
S3N	119E1549 G005	$64,648	?
	Total	**$2,586,866**	

CSA services discount applies to the normal repair cost shown above.

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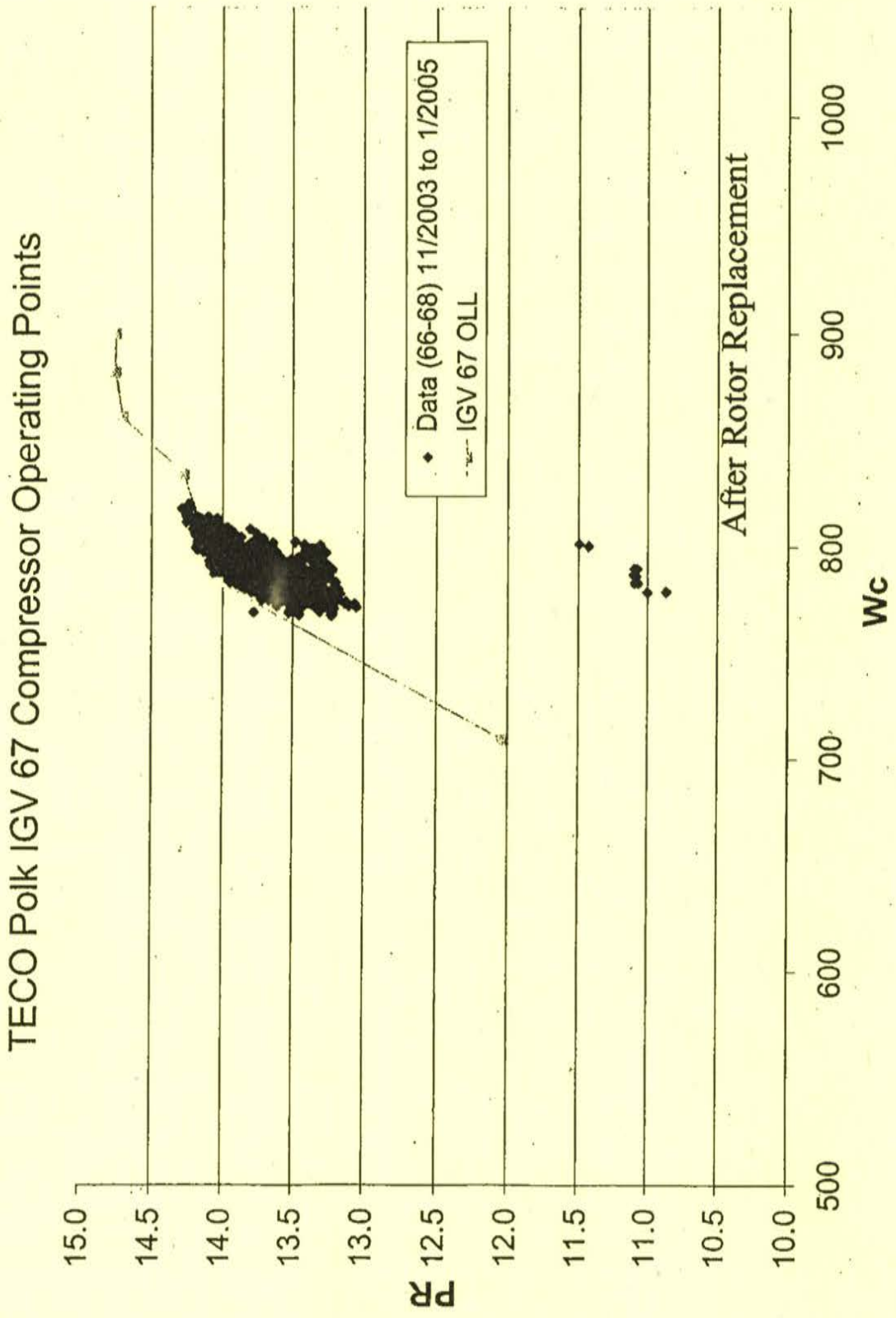

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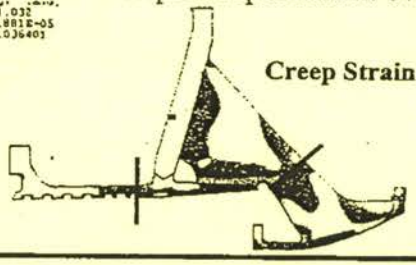
TECO CDC Creep RCA

06 May 2005

Issue

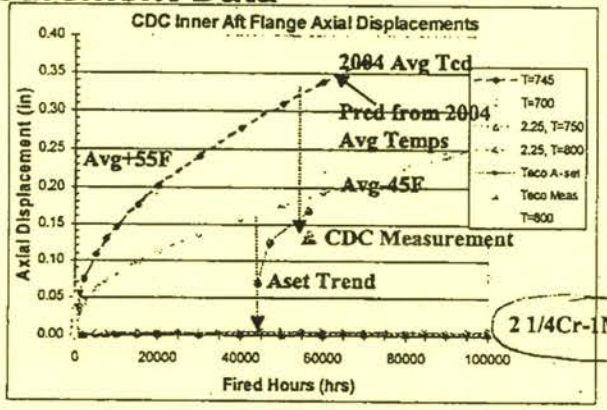
- CDC aft flange movement measured on TECO → possible creep issue. NOTE: TECO is IGCC unit
- 7221 & some 7231's have carbon steel fabricated CDC's.
- Correlate 7221 creep model with field data.
- Some CDC's will require replacement over long term.



Current Status / Work in Progress

- Aset adjustment compensates for creep allowing continued operation. A-set data indicates most units may not be seeing significant creep.
- As expected, analysis with constant temperature assumption overpredicts creep growth.
- Cast 2 ¼ Cr-1Mo CDC's on 7231 & 7241 not at risk for section creep.
- Measurements requested on 5 units, 2 received. (4 7221, 1 9FA)
- Identify max allowed Aset adjustment – 5/27/05
- Pursuing replacement case for TECO CDC – 3/2006.

Analysis & Unit Measurement Data



Possible Benefits from:

- **> Avg matl properties**
- **Time at lower Tcd's**
- **Conservatism in creep capability estimates**

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imagination at work

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January 8, 2004

TECO-Polk #1

2005 Annual Payment Calculation

Previous Advance Payment (January 2004)		$3,490,875	
2004 Actual Operating Data			
2004 Actual Fired Hours	7695		
2004 Actual Fired Starts	38		
2004 Actual MW-Hrs	2,230,278		
Mils/kW-Hrs	1.707		
Actual Amount Due-2004		$3,807,085	
Underpayment. Add to GE			$316,210
Advance Payment-2005			
Estimated Fired Hours for 2005	7600		
MW-hrs per fired hour	321		
Estimated MW-hrs	2,439,600		
Mils/kW-hrs	1.707		
Estimated Advance Payment			$4,164,397
Total Invoice Amount			$4,480,607

Escalation-2004

Escalation will be applied to the Actual Amount Due-2004, $3,807,085

The specified indices for December 2004 will be compared to the base December 2003 indices.

The calculated amount will be invoiced in addition to the Amount Due-Subtotal.

The Purchase Order amount has approximately $200k for Escalation and Environmental Contingencies

x Refractory change out - Fall 2005 - Unit will be available

x CI in spring

File: 2005_Polk1_Paymentwksht.xls

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TECO
TAMPA ELECTRIC

Sent TEC on Jan 21, 2005

January 21, 2005

Sent Via Facsimile 1-678-844-7767

General Electric International, Inc.
4200 Wildwood Parkway
Atlanta, Georgia 30339
Attention: GM, Contractual Services
Counsel, Contractual Servic

Subject: **Tampa Electric Company Polk Power Station**
Notification of Forced Outage under Contract No. PK1 0797C, Service Agreement, dated January 1, 1997, between General Electric Company and Tampa Electric Company ("TEC"), as amended by that certain First Amendment to Service Agreement, dated September 24, 2004, between General Electric International, Inc. (assignee of General Electric Company) and TEC (as amended, the "Service Agreement") (all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Service Agreement)

Dear Gentlemen:

Please refer to the subject Service Agreement. On January18, 2005, at approximately 13:30, the Covered Unit experienced a Forced Outage.

Pursuant to the Service Agreement, Attachment 5, Section 19.0 NOTICES, this letter serves as written notification of the Forced Outage and resulting Unplanned Maintenance Event.

In advance, GE's assistance and cooperation is appreciated.

Sincerely,

Tom E Berry

Tom E. Berry
Tampa Electric Company
CSA Manager

TAMPA ELECTRIC COMPANY
P. O. BOX 111 TAMPA, FL 33601-0111

(813) 228-4111

AN EQUAL OPPORTUNITY COMPANY
HTTP://WWW.TAMPAELECTRIC.COM

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HILLSBOROUGH COUNTY (813) 223-0800
OUTSIDE HILLSBOROUGH COUNTY 1 (888) 223-0800

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esource
lanning

Analysis Summary

To	Tom Berry
From	Russell Melendi
Date	01/25/05
Re	Polk 1 Turbine Outage – Customer Impact
CC	

Objectives
To Quantify the Fuel and Purchase Power costs associated with the Polk 1 Turbine failure.

Results and Recommendations
On a Macro level, the Polk 1 turbine failure will adversely affect Tampa Electric Company's 2005 net recoverable fuel filing by approximately $7.2 million. In addition, Tampa Electric Company CSA charge for 2005 will increase by approximately $276 thousand. This is due to the higher run hours and hours per start impacts at Bayside Power Station from the Polk 1 turbine outage.

Major Assumptions
Polk 1 outage from 1/20/05 through 3/20/2005

Methodology
A base case was compared to the change case that included Polk 1 in an outage from 1/20/2005 through 3/20/2005. The difference in the net recoverable fuel and purchase power costs is approximately $7.2 million.

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Polk #1 Compressor Rotor Failure
GE Invoice and CSA Responsibility
Topics for Discussion

1. Applicability of Coverage under the CSA
   a. Dependent upon RCA findings
      i. CSA contemplates Tire Warranty coverage for Installed Compressor Rotor Failure.
      ii. Did we have an Installed Compressor Rotor Failure?
         1. Rotor Failure initiating the event vs rotor failure as ~~consequential damage~~ collateral
2. One (1) Year Rotor Warranty.
   a. The Contract Amendment starts the fired hour calculation for the tire warranty at the amendment signing date. Can we argue that the ~~one~~ year parts warranty begins at the same time?
   b. The failure occurred about 15 mos. after the unit returned to service. GE forced TEC to change the compressor rotor. The replacement rotor they provided failed. No real meat to this other than we may be able to "shame" them in to partial coverage of the replacement rotor cost.
   c. The CSA Amendment states that the New Compressor Rotor would have a 2 year warranty. Can we state that the Installed Compressor Rotor is implied to have the same Warranty period?
3. GE Rebuild Cost Estimate
   a. Site Outage Work $1,009,375
      i. We need to be certain that GE has not included work that would normally be covered under the CSA in this cost. For example, if GE would normally spend $X for an HGP inspection and we are extending the time to the next HGPI, we are saving them some CSA labor cost. Should we get a credit? I think this works in reverse of the stranded life concept.
      ii. We need to make certain that the generator work isn't included in this cost
      iii. Insurance will look closely for work that is outside the scope of work necessary to repair the damaged compressor.
   b. ~~Marriage~~ Bolts $115,375
      i. Did we really need these new ~~4Tosst marriage bolts~~ or would the casing horizontal joint gap have been fine in the field. Note Tim Midgett's e-mail stating the joint was closed in the field, prior to sending it to Marmen.
      ii. May be questioned by insurance
   c. Refurbished Compressor Rotor w/RBE $3,077,460
      i. Does this classify as a New Rotor under the CSA?
      ii. We need to make certain that we push GE for an extended warranty on this compressor rotor (24Khrs or 48Khrs).

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iii. Does this qualify for the CSA parts discount?
iv. Should be covered by insurance

d. IRS Shop Component – Marry C/R and T/R $699,550
   i. CSA has one coupling breakdown/marriage in the CSA cost. Can we use that for this work?
   ii. Should be covered by insurance

e. TECO Rotor Unstack $191,250
   i. Necessary to allow removal of the rotor blade roots for RCA, should be covered by insurance.

f. New Compressor Stator Vanes $1,504,000
   i. Parts discount applied?
   ii. Should be covered by insurance. FM may question the replacement of the S-0 and S-1 blades but I think we can support the need based on documentation from GE.
   iii.

g. CDC On-Site machining $218,912
   i. Based on current GE approved CDC repair, this work was not necessary and actually opened up additional clearance at the horizontal joint which impacts compressor performance.
   ii. FM Global may deny this based on it being unnecessary work.

h. Marmen CDC Work $218,912
   i. Based on current GE approved CDC repair, this work was not necessary. In addition to the cost, this exercise of sending the CDC to Marmen actually added weeks to the outage duration, costing TEC Millions in differential fuel cost.
   ii. FM Global may deny this based on it being unnecessary work.

i. Stranded Life Debit $3,108,798
   i. We need to get a good handle on this charge as FM Global will need a convincing explanation on it.
   ii. Does the parts discount apply to this cost
   iii. How will the CSA need to be adjusted to account for the change in outage schedule.

4. Discuss Outline for Tomorrows conference call with GE?

need to ask why a credit is not being given to TEC.

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2003 CONFIG		2005 CONFIG		
Dwg	Stg	Dwg	Stg	Comments
969E0127P001	0	109E5000P002	0	Stator stages 0 - 8 - From 2003 to 2005 config all the part numbers changed but that was due to a drawing format change, not due to any physical changes. The Precision Master files listed are the same for each stage.
979E0200P001	1	109E5001P002	1	
979E0201P001	2	109E5002P002	2	
979E0202P001	3	109E5003P002	3	
979E0203P001	4	109E5004P002	4	
979E0204P001	5	109E5005P004	5	
979E0205P001	6	109E5006P004	6	
979E0206P001	7	109E5007P004	7	
979E0207P001	8	109E5008P004	8	
979E0208P004	9	109E5139P001	9	Stator stages 9 - 13 - From 2003 to 2005 config, all part numbers changed due to a re design to address high strains during start up. There
979E0209P004	10	109E5140P001	10	
979E0210P004	11	109E5141P001	11	
979E0211P004	12	109E5142P001	12	
979E0212P004	13	109E5143P001	13	
979E0213P005	14	109E5144P001	14	
979E0214P005	15	109E5145P001	15	
979E0215P005	16	109E5146P001	16	
109E5146P001	16	109E5146P001	16	
105E9014G001	17	105E9014G004	17	
105E9016P001	EGV1	109E5018P001	EGV1	
105E9017P001	EGV2	109E5019P001	EGV2	

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is no impact on the aero performance of the vanes

S14 - S1 seated → diff measurements slightly more negative than limit line / .75 multiplier - clearance/gage

vanes designed to reduce high strains during start/ fixed vanes. Turned to respond to OLL.

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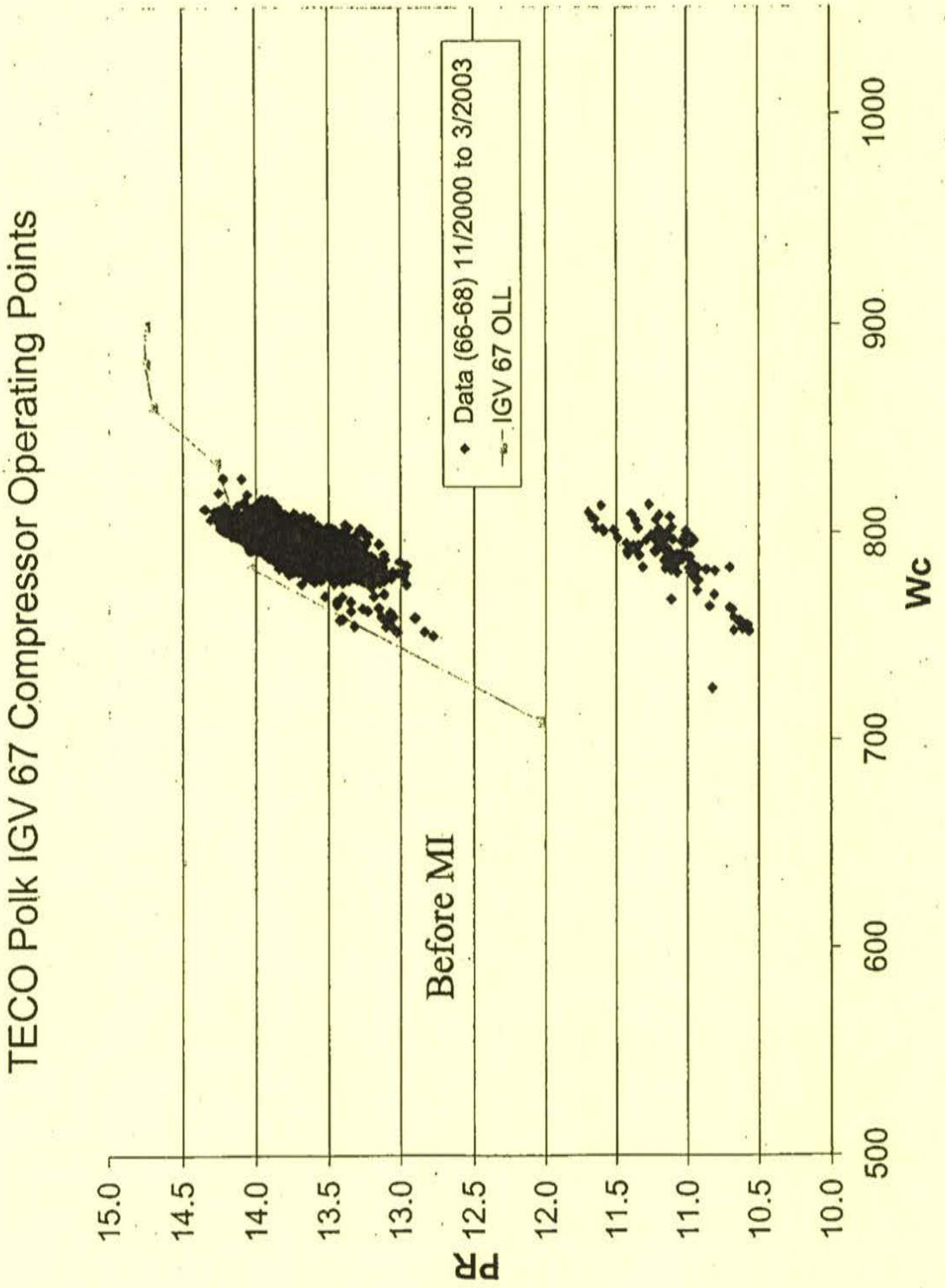

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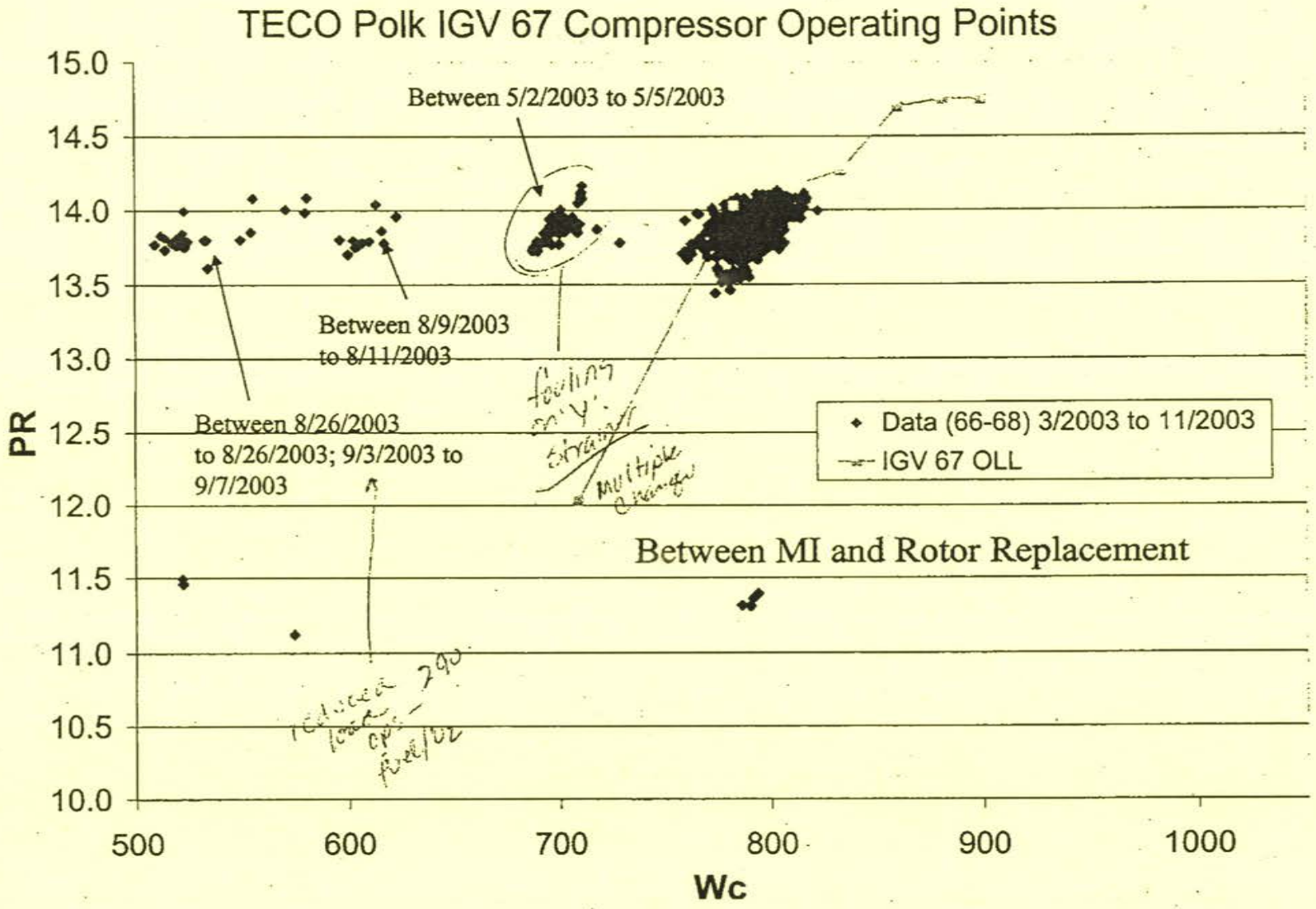

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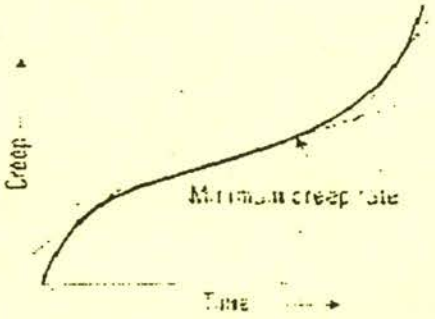
Creep and Stress-Relaxation Test

Creep Properties

As indicated in the accompanying diagram, the creep of a material can be divided into three stages. First stage, or primary creep, starts at a rapid rate and slows with time. Second stage (secondary) creep has a relatively uniform rate. Third stage (tertiary) creep has an accelerating creep rate and terminates by failure of material at time for rupture.

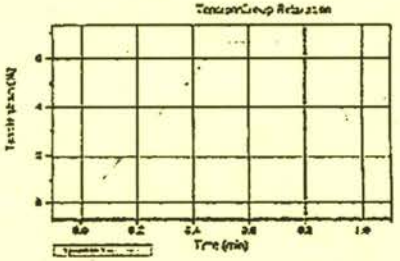


How to Perform a Creep Test?

To determine creep properties, a material is subjected to prolonged constant tension or compression loading at constant elevated temperature. Deformation is recorded at specified time intervals and a creep vs. time diagram is plotted. Slope of curve at any point is creep rate. If failure occurs, it terminates the test and the time for rupture is recorded. If specimen does not fracture within the test period, creep recovery may be measured.

How to Determine Stress-Relaxation?

To determine stress-relaxation of a material, the specimen is deformed a given amount and decrease in stress is recorded over prolonged period of exposure at constant elevated temperature. The stress-relaxation rate is the slope of the curve at any point.



Typical Applications

- Metal Working
- Springs

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imagination at work

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5-4
2-2

Tues Am
Scope of services -
The duration is the incident
Warranty begins just finished
than 1 yr

not applied by limits of liability

Warranty

Incident of warranty

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POLK POWER CT1 LOSS MEETING WITH FM GLOBAL

APRIL 19, 2005

This represents the minutes from a meeting held at TECO Plaza Executive Conference Room at 1pm on April 19, 2005.

Those in attendance were:

Edsel Carlson - TECO
Cris Aikman - TECO
Jim Harbaugh – Tampa Electric Company
Ellen Anderton -TECO
Andy Bergholcs - Wachovia
Mike Pollard - M.G. Thomas & Assoc. (subcontractor for FM)
John Southall - FM Global
Russ Whitt - FM Global

Topics of Discussion:

1. Status of Repairs
2. CDC-Repair or Replacement?
3. Request for Information Protocol
4. Questions and Answers

STATUS OF REPAIRS

- Final pre-start-up checks will be conducted tomorrow. The Green Rotor run-in is scheduled for Thursday or Friday and typically lasts from 12 to 36 hours. The green rotor run-in takes place in simple cycle mode.
- GE has issued early drafts of the RCA. TEC expects to receive the most recent draft of the RCA tomorrow. TEC participates in weekly RCA progress review meeting with GE.
- During machine reassembly in fall of 2003, GE replaced 33 16th stage stator vanes that were damaged during the rotor installation process. The 33 replacement vanes were not an exact match to the balance of the 16th stage vanes. GE discovered this after the compressor reassembly was completed. GE engineering reviewed this discrepancy and issued a statement that it was acceptable to run the machine with the unmatched vanes, provided they were inspected during the Combustion Inspections.

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- The most recent RCA discussions have begun to focus on the 14th stage stator vanes. The 14th stage stator vanes previously installed in the compressor were designed with a lower stress margin than the newly installed 14th stage vanes which have a more robust design.

CDC-REPAIR OR REPLACEMENT?

- Compressor discharge casing. The failure event caused significant internal flow path surface gouging and casing distortion. GE attempted to bore the CDC flow path surfaces but the "out-of-round" distortion was too great. The initial plan was to replace the casing but lead times for a new fabricated casing were up to 8 months. GE began considering casing repair options and shipped it to Marmen Inc. to attempt flow path surface repair. After some additional engineering evaluation of the casing condition, GE determined that the existing casing could be reused without repair to the flow path surfaces, but there were be some level of performance degradation. To expedite Polk #1 return to service, TEC elected to utilize the casing with the performance degradation. Recently GE determined that the unit Operating Limit Line would be reduced by a factor of 0.951.
- The current plan is to replace the casing during the 30 day planned outage in the spring of 2006.
- The fabrication process is no longer used to produce CDCs. GE is considering modifying a 7241 casting mold to cast a replacement CDC.
- FM will pay for repair, not replacement unless repair is not an option.

REQUEST FOR INFORMATION PROTOCOL

FM Global needs the following information:

- Detailed analysis of damage from failure. Written GE inspection reports identifying damage to all machine components.
- GE has a flat rate for refurbished compressor rotors. FM requests a complete breakdown of compressor rotor pricing.
- Final RCA report from GE.
- GE outage reports from borascopic exam of S16 in March of 2004. All available data and recommendations.
- GE's Final Jan 18, 2005 Polk #1 compressor failure outage report.
- Fall 2003 Outage reports from when axial shimming was first performed on the rotor. Probably the one before 2003 (First outage or first inspection - 1997?)
- Report from Marmen Inc. in Canada on CDC findings.
- Purchase order for rotor that was put in unit in 2003. (Invoice or purchase order)

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TAMPA ELECTRIC

TAMPA ELECTRIC COMPANY
P. O. BOX 111 TAMPA, FL 33601-0111

AN EQUAL OPPORTUNITY COMPANY.
HTTP://WWW.TAMPAELECTRIC.COM

(813) 228-4111

CUSTOMER SERVICE:
HILLSBOROUGH COUNTY (813) 223-0800
OUTSIDE HILLSBOROUGH COUNTY 1 (888) 223-0800

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FM Global

Factory Mutual Insurance Company
Preston Ridge III Suite 400
3460 Preston Ridge Road
Alpharetta, GA 30005
(800) 241-1022/3632, Direct (770) 777-3[illegible]2, Fax (770) 77[illegible]
E-Mail: john.southall@fmglobal.com

April 22, 2005

Ms. Cristella M. Aikman
Supervisor of Critical Claims
Risk Management Department
TECO Energy, Inc.
702 North Franklin Street
Tampa, FL 33602

RECEIVED
APR 27 2005
RISK MANAGEMENT

Re: **TECO Energy, Inc.**
Polk Generating Station Mulberry, FL
INDEX NO.: 88308.11 ACCOUNT NO.: 01-56802
LOSS DESCRIPTION: Mechanical Breakdown, January 18, 2005
Loss ID: 49186 Claim ID: 147790

Dear Ms. Aikman:

This confirms our visit of April 19, 2005 to your Corporate Office with you, Edsel Carlson, Jim Harbaugh, Ellen Anderton and Mr. Andy Bergholcs of Wachovia Insurance Services. Attending for FM Global were myself, Russ Whitt and Mike Pollard of M. G. Thomas & Associates, Inc. This also acknowledges receipt of the redacted Customer Service Agreement between TECO and GE for this turbine from you on April 2, and the March 24, 2005 letter from Edsel.

During our meeting, we had discussions concerning the scope of repairs and their status. The plant is expected to be on line in full production on April 25. We reviewed the status of the Root Cause Analysis (RCA) by GE Services. We also discussed the condition of the CDC and that a replacement casing has been ordered for installation at the next extended outage in about 8 months. We also discussed the need to arrange visits to the GE facilities in Houston and Greenville by Mike Pollard and myself. It was agreed that we would accompany a person from TECO on these visits. We would like to make these visits promptly. Please advise some dates that would be suitable.

Since the last meeting, the Gas Turbine has had several delays in returning to service. It was scheduled to start up on April 1. However, TECO questioned the axial clearances in the turbine. GE reopened the casing and shimmed the thrust bearing. There was also the recognition of the phenomenon of "Creep" in the Compressor Discharge Casing (CDC) that was the cause of the axial clearance issues. Creep is a long term phenomenon as evidenced by the cracking in bolt holes. Another issue discussed is the oval configuration observed in the CDC. The cause of this condition is not clear, and we are requesting documentation to help clarify whether this is part of the creep issue, or possibly a result of the compressor breakdown.

Additional documents you provided at the meeting were a time line of Unit 1 Nozzle Shimming from April 11-24, 2005 and a preliminary report by GE titled; "TECO Polk CDC Impact on Performance".

[illegible] THE FOLLOWING STATEMENT ON ALL CLAIM FORMS [illegible] PERSON WHO KNOWINGLY [illegible] ANY INSURER FILES A STATEMENT OF CLAIM [illegible] APPLICATION [illegible] MATERIAL MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE

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Edsel's letter of March 24 requested that we submit our request for documents to you in writing with a copy to Ms. Anderton. The list of documents and information we discussed at the meeting are attached.

We discussed the Non-Disclosure Agreement that has been signed by TECO, FM Global and GE. We would like to have our consultants in the direct flow of information as I had thought they were. You had some ideas on how this could be accomplished and we would appreciate your efforts in that regard.

The exact scope of damage and necessary repairs resulting from the January 18, 2005 event have not yet been determined by FM Global and its consultants. However, our investigation has progressed to the point that we can confirm coverage. FM Global policy JC380 provides coverage at the Polk Power Station for mechanical breakdown subject to policy terms and conditions and a $2,500,000 deductible. Coverage is limited to Property Damage. Expediting Cost is provided under Additional Coverages subject to a $10,000,000 limit of liability. Loss proceeds will be made payable to, or as directed by, TECO Energy, Inc.

We discussed that you will likely be requesting an Advance Payment when you receive invoices in excess of your deductible from GE. Please make the request on Company letterhead, state the amount requested, provide supporting documentation for the amount claimed and confirm or correct our understanding that FM Global provides the only coverage you have applying to your loss.

We have reviewed the redacted Service Agreement (CSA) between Tampa Electric Company and General Electric Company dated January 1, 1997 that you provided does have a warranty provision with a 12 month period limitation. There is also clause 21.3 b) concerning Property insurance that contains the wording "Customer hearby agrees to, a waiver of subrogation in favor of GE..., as applicable to this contract."

We look forward to receiving the requested documents and details of the arrangements to visit GE. Should you have any questions, or, if we may be of assistance, please give me a call.

Yours truly,

John Southall
General Adjuster
Atlanta OPS Claims

RECEIVED
APR 27 2005
RISK MANAGEMENT

2cc: Enclosed: Mr. Edsel Carlson, Risk Manager and Ms. Ellen Anderton, Senior Corporate Counsel

CORRESPONDENCE DISTRIBUTION

cc: Ms. Linda Toole via e-mail only
cc: Mr. Russ Whitt via e-mail only
cc: Mr. Paul Meyer via e-mail only
cc: Mr. Andrew Scanlon via e-mail only
cc: FM Global/Atlanta Loss File

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TECO Energy, Inc
Loss ID: 49186, Claim ID: 147790

DOCUMENTS REQUESTED

1. Updated RCA report and conclusion on the cause of the January 18, 2005 breakdown.
2. All GE damage inspection reports (combustor systems, turbine and compressor) — will work
3. Report from Marmen on inspections and quoted options for repairs. Any other reports, notes or correspondence by GE, TECO or Marmen concerning the condition of the CDC and its serviceability
4. Borescope information and related correspondence for the compressor inspection in early 2004
5. All outage reports with information concerning shimming of the rotor, boring checks, clearances or relative depths of compressor blades,
6. Original as-built clearances and original design clearances →
7. Compressor performance data prior to October 2003 outage, between then and wreck, then post wreck →
8. Complete GE drawing of the CDC for purposes of analytical modeling Sketch —
9. Any operational data that shows CDC temperatures, such as original performance testing — need DTE
10. GE calculations of CDC temperatures during full load operation →
11. Purchase order/documents concerning the purchase of the rotor installed in October 2003 —
12. Complete backup of all invoices and charges that support any amounts claimed under the policy.

POissued? — do not have

get copy — get to FM. where they are

RECEIVED
APR 21 2005
RISK MANAGEMENT

PCA - Review - F → GE/TECO only.

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ORIGINAL

AMENDED AND RESTATED CONTRACT NO. PK 2-03-99

(B)

CONTRACTUAL SERVICES AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC INTERNATIONAL, INC.

POLK POWER STATION
SERVICE AGREEMENT
POLK UNITS 2 AND 3

SOURCE PBC DR# TEC-40-09

19-9 B

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AMENDED AND RESTATED
CONTRACT NO. PK 2-03-99

CONTRACTUAL SERVICES AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC INTERNATIONAL, INC.

Polk Power Station
Service Agreement

Polk Units 2 and 3

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AMENDED AND RESTATED CONTRACTUAL SERVICES AGREEMENT

1. *AGREEMENT*
This Amended and Restated Contractual Services Agreement ("Agreement") is made with an Effective Date of December 31, 2001 at 11:59 p.m. ("Effective Date") between General Electric International Inc., a corporation organized under the laws of the State of Delaware, United States of America, ("GEII") and Tampa Electric Company, a corporation organized under the laws of the State of Florida, United States of America ("Customer") (each individually referred to as a "Party" and together as the "Parties"). Further, this Agreement hereby amends, restates and replaces, in its entirety as of the Effective Date, Contract No. PK2-03-99, Service Agreement, between the Parties dated June 15, 1999 (the "Original Polk Unit 2 Contract") and, in addition to amending and restating the terms applicable to Polk Unit 2, adds Polk Unit 3 as a Covered Unit, as further described below.

2. *BACKGROUND*
Customer has designated Polk Unit 2 and Polk Unit 3, as identified in Attachment 1 hereof, to be covered by this Agreement (individually a "Covered Unit" and collectively, the "Covered Units"). Said Covered Units were previously purchased by Customer from GE, as defined herein, as part of that certain, separate contract defined in Section 1 of Attachment 5 hereof as the "Equipment Contract".

For the term of this Agreement, Customer desires that GEII supply all Maintenance Services and Parts (as defined in Attachment 5, Article 1 of this Agreement), required for the Planned Maintenance and Unplanned Maintenance for the Covered Units.

The Parties anticipate that GEII may use improved Parts in the performance of its obligations under this Agreement which are intended to extend Parts' lives and/or increase the intervals between certain Planned Maintenance Outages.

3. *GEII SERVICES*
GEII shall supply Maintenance Services and Parts necessary to perform all Planned Maintenance, and Unplanned Maintenance up to the limits set forth in this Agreement, of the Covered Units during the term of this Agreement. GEII and the Customer agree to cooperate, as described in this Agreement, to further the goal of maintaining the Covered Units in an optimum performance condition. The Maintenance Services and Parts are more fully identified and described in the Attachments, including the intent set forth in the "General" paragraph of Attachment 2.

4. *CUSTOMER RESPONSIBILITIES*
Customer is responsible for conducting Routine Maintenance and proper operation of the Covered Units. Customer's responsibilities are more fully described in the Attachment 3.

5. *PRICE*
The Price to be paid by Customer to GEII for the Maintenance Services and Parts described in this Agreement is set forth in Attachment 4, "Pricing". Customer shall make payment of the price as specified in the Attachments.

6. *TERM*
This Agreement shall take effect as of the Effective Date and have a term to expire upon the CSA End Date for the last of the Covered Units, unless sooner terminated in accordance with the provisions set forth in Article 9 of Attachment 5, "Terms and Conditions".

7. *GENERAL*
The attachments described below are hereby incorporated by reference and made a part of this Agreement:

Attachments:
1 Covered Units
2 GEII Services
2A Initial Spare Parts
3 Customer Responsibilities
4 Pricing
5 Terms and Conditions
6 Site & Safety Requirements
7 Guarantees
8 M&D System Conditions
9 Excerpts from GER-3620G
10 Parent Guaranty Agreement and
11 Performance Monitoring and Optimization Systems Conditions
12 Specifications - GEI 41004G; GEK 101944; GEI 41040F

Addresses for notices required or desired to be given under this Agreement are as follows ("Notice Address"):

If to Customer: Tampa Electric Company
Project Management
702 N. Franklin St.
Tampa, FL 33602
Attention: D.E. Pless
(813) 228-4201, Fax (813) 228-4959

If to GEII: GE International, Inc.
4200 Wildwood Pkwy.
Atlanta GA 30339
Attention: General Manager,
Contractual Services
(770)-859-7793 Fax (678)-844-5312

With a copy to:

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GE International, Inc.
4200 Wildwood Pkwy.
Atlanta GA 30339

Attention: Counsel, Contractual Services
(770)-859-7383 Fax (678)-844-5312

This Agreement is signed by the Parties to be effective as of the Effective Date first stated above.

General Electric International, Inc.

By: _____

Title: _____

_____

Tampa Electric Company

By: _____

Title: C.R. Black, Vice President, Energy Supply, Engineering and Construction
Tampa Electric Company

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ATTACHMENT 1

COVERED UNITS

The Covered Units are the two (2) gas turbine-generator packages forming Polk Power Station Units 2 and 3 located at the Customer's Polk Power Station in Polk County, Florida, with the serial numbers and descriptions and within the terminal points described below (the "Terminal Points").

1.0 Polk Unit #2 - Gas Turbine – Generator Package

Polk Unit 2 Gas Turbine Serial Number 297322 Generator Serial Number 337X115

One PG7241 FA gas turbine generator package, as described in greater detail in the Equipment Contract, and including but not limited to the following associated auxiliaries within the Terminal Points:

- Accessory Module
- Water Injection Forwarding Skid
- Gas Fuel Skid
- Bus Accessory Compartment ("BAC")
- Packaged Electrical Control Cab
- Hydraulic Power Unit
- CO_2 Fire Protection (equipment, not gas)
- LCI - Static Starter
- EX 2000 Module
- MK V Computer & I & G

Terminal Points - (up to and including these points provided by GE under the Equipment Contract)

- Fuel oil inlet connections on the accessory module.
- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection to the Compressor Bell Mouth.
- The flex leads on the output end of the generator including the generator collector rings.
- Outlet flange of the hot gas expansion joint at the exhaust transition section of the gas turbine.
- Terminal strip on the CO_2 trip solenoid.
- Terminal strips on the Packaged Electrical Control Cab for both signal wire and power.
- Demineralized water inlet to Water Wash Skid.
- Terminal strips on Water Wash Skid for both signal wire and power.

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2.0 Polk Unit #3 - Gas Turbine – Generator Package

Polk Unit 3 Gas Turbine Serial Number 297956 Generator Serial Number 337X252

One PG7241 FA gas turbine - generator package, as described in greater detail in the Equipment Contract, and including but not limited to the following associated auxiliaries within the Terminal Points:

- Accessory Module
- Water Injection Forwarding Skid
- Gas Fuel Skid
- Bus Accessory Compartment ("BAC")
- Packaged Electrical Control Cab
- Hydraulic Power Unit
- CO_2 Fire Protection (equipment, not gas)
- LCI - Static Starter
- EX 2000 Module
- MK V Computer & HMI (human machine interface)

ISOLATION TRANSFORMER (A14) NIAGRA MOHA.

Terminal Points - (up to and including these points provided by GE under the Equipment Contract)

- Fuel oil inlet connections on the accessory module.
- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection to the Compressor Bell Mouth.
- The flex leads on the output end of the generator including the generator collector rings.
- Outlet flange of the hot gas expansion joint at the exhaust transition section of the gas turbine.
- Terminal strip on the CO_2 trip solenoid.
- Terminal strips on the Packaged Electrical Control Cab for both signal wire and power.
- Demineralized water inlet to Water Wash Skid.
- Terminal strips on Water Wash Skid for both signal wire and power.

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ATTACHMENT 2

GEII SERVICES

General

GEII and Customer agree that the intent of this Agreement is for GEII to provide all necessary Maintenance Services and Parts required to maintain the Covered Units in good working condition so as to maintain availability, reliability, and economy and safety of operation of same. GEII agrees to cooperate with Customer's work order numbering and par accounting systems as currently established and in effect.

As part of the Price to be paid to GEII as described in ATTACHMENT 4, GEII will provide all Planned Maintenance at no additional cost to Customer.

Also, in recognition of the Price to be paid by Customer to GEII as described in Attachment 4, GEII will provide all Unplanned Maintenance per Section 1.3.1 of ATTACHMENT 4:

1.0 **ASSUMPTION VIOLATIONS**

"Assumption Violation" means one (1) or more of the following:

Any operation of a Covered Unit at a Factored Hours/Factored Starts Ratio less than five (5) or greater than twenty (20).
Any operation of a Covered Unit using distillate oil in excess of twenty percent (20%) of the Factored Hours of operation between the completion of each type of Planned Maintenance inspection as indicated in Figure 41 of Attachment 9.
Any operation of a Covered Unit in excess of 100 actual starts on distillate oil between any Planned Maintenance Outages.
Firing temperature: operation at a firing temperature more than zero (0) degrees in excess of the base firing temperature (2420 degF or as otherwise directed at Acceptance as defined in the Equipment Contract).
Any steam or water injection for any purpose other than NOx control.
Any use of a fuel other than natural gas or distillate oil.
Using fuel, water, steam or air which is not in conformance with the relevant specifications contained in the Equipment Contract and included in Attachment 12 hereof.
Customer's failure to materially perform its obligations in this Agreement.

Any work performed by GEII in order to remedy an Assumption Violation shall be performed as Extra Work under this Agreement, in accordance with Attachment 4.

1.1 The Parties assume that no more than four (4) Planned Maintenance Outages (or, if the option to include additional covered units under the Bayside CSA Agreement is exercised, the number of Planned Maintenance Outages per Outage season provided for

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in the Bayside CSA Agreement), including the Covered Units located at the Facility and the covered units covered under the Bayside CSA Agreement located at Bayside Power Station, will be completed in any one Outage season. Furthermore, unless additional Parts are purchased by Customer, and the Parties mutually agree, only one Outage per Outage season will be allowed among the Covered Units at Polk Power Station (due to Parts availability limitations). Two Outage seasons will occur during each Agreement Year, with each Outage season generally occurring during the spring and fall months of an Agreement Year. This limitation is due to the assumed number of Parts provided by GEII under this Agreement. If Customer elects to have GEII perform more than four (4) Planned Maintenance Outages (or, if the option to include additional covered units under the Bayside CSA Agreement is exercised, the number of Planned Maintenance Outages per Outage season provided for in the Bayside CSA Agreement) during each Outage season as described herein, or in shorter intervals which will require more Parts than assumed under this Agreement, GEII will provide any additional Parts as Extra Work in accordance with Section 1 of Attachment 5 (Extra Work) of this Agreement, and Customer shall pay in accordance with Attachment 4 of this Agreement. Customer must notify GEII in writing six (6) months prior to any anticipated deviation from the four (4) Planned Maintenance Outage limitation (or, if the option to include additional covered units under the Bayside CSA Agreement is exercised, the number of Planned Maintenance Outages per Outage season provided for in the Bayside CSA Agreement), and GEII must agree to perform the Planned Maintenance at the Customer's request.

2.0 PLANNED MAINTENANCE

2.1 From the Effective Date through the CSA End Date for the Polk Unit 2 Covered Unit and from the CSA Start Date through the CSA End Date for the Polk Unit 3 Covered Unit, GEII shall provide all Maintenance Services and Parts for the Planned Maintenance of the Covered Units. The Planned Maintenance (as defined in Article 1.0 of Attachment 5) to be performed by GEII shall include the work performed as necessary to maintain the Covered Units in good working condition, including the following: (i) gas turbine combustion inspection Outage(s), (ii) gas turbine hot gas path inspection Outage(s), (iii) gas turbine major inspection Outage, and (iv) generator minor and major inspection Outage(s). A general description of the GEII scope of work for each such type of Planned Maintenance inspection is set forth below and in Attachment 12. It is understood, however, that intervals between Planned Maintenance Outages may be extended (or reduced, as the need may be determined based on future events) and further, that as a result of efforts to extend Planned Maintenance intervals, or other improvements during the term of this Agreement, not every task as listed below may be necessary at each such Planned Maintenance Outage. It is also understood that, if through no fault of the Customer, shorter intervals become necessary for such Planned Maintenance (except in the event of an Assumption Violation which causes a shorter interval), Planned Maintenance on the more frequent recommended schedule is within the scope of GEII's responsibility under this Agreement and will not be cause for additional compensation. It

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is anticipated that more customized or specific Planned Maintenance scopes will be jointly developed by GEII and the Customer at planning meetings scheduled approximately six (6) months prior to each Planned Maintenance Outage or upon some other mutually agreeable schedule.

Performance of Planned Maintenance includes planning, site mobilization, disassembly, inspection, component replacement or repair as required, reassembly, demobilization and provision of post-Outage reports. The various systems and/or components of the Covered Units that will be the subject of each particular Planned Maintenance Outage may vary; however, they are generally described as follows:

A Gas Turbine Planned Maintenance

(1) Combustion Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Leading face of first stage nozzle
- Exit of compressor
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the combustion inspection.

(2) Hot Gas Path Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the hot gas path inspection.

(3) Major Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor

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- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Load coupling
- Compressor blading
- Bearings and oil deflectors
- Casings and joint surfaces
- Measure & record alignment
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the major inspection.

B Generator Planned Maintenance

(1) Minor Inspection (performed during a Hot Gas Path Inspection)

- Review operating data
- Visually inspect through access covers

(2) Major Inspection (performed during a Gas Turbine Major Inspection)

- Inspect bearings
- Stator winding and support system.
- Field wedges and retaining rings.
- Excitation system.
- Elyptical bearing seals.
- Electrical tests of stator & field
- Polarization index

Planned Maintenance shall be performed at such intervals as may be reasonably required, but in no event shall such intervals exceed those recommended by GEII pursuant to Attachment 9, unless otherwise agreed by the Parties. GEII and Customer shall mutually agree upon the exact dates for Planned Maintenance Outages.

The following components ("Inspect Only") shall be visually inspected during certain Planned Maintenance Outages, and any repairs or replacements shall be considered Extra Work.

Rotor
Compressor
Shells
Casing

3.0 ASSIGNED TECHNICAL ADVISOR

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Approximately six (6) months prior to the anticipated CSA Start Date for the first Covered Unit, and through the CSA End Date for each Covered Unit, GEII shall provide an Assigned Technical Advisor who will serve as a liaison between Customer and GEII, with respect to GEII's performance of this Agreement. The Assigned Technical Advisor will be on site as required during Outages and emergencies, and otherwise at least monthly, and will attend Customer's Outage planning meetings for both Planned Maintenance and Unplanned Maintenance planning and scheduling, and participate in post-Outage reviews with Customer approximately one month following completion of each Planned Maintenance and Unplanned Maintenance Outage for presentation and discussion of the related inspection and/or Outage report. Post-Outage reports shall be complete and shall specifically address: (1) for Planned Maintenance, the general condition of major Parts and subsystems as determined by the inspections just completed together with descriptions of all Parts and subsystems repaired or replaced; and (2) for Unplanned Maintenance, a description of the problem(s) which made the Unplanned Maintenance necessary together with a description of the Parts and subsystems repaired or replaced, and (3) for all such Outages, a detailed listing of all materials, Parts, labor and subcontracted services together with the monetary value thereof in such reasonable detail as to facilitate Customer's cost-accounting and the use of Customer's "Workman" program for documentation of work performed. The reports shall include GEII future projections and recommendations for future actions, including future maintenance events and basis for recommendations.

4.0 UNPLANNED MAINTENANCE

From the Effective Date through the CSA End Date for the Polk Unit 2 Covered Unit and from the end of the Equipment Contract warranty period through the CSA End Date for the Polk Unit 3 Covered Unit, GEII shall provide Maintenance Services and Parts for the Unplanned Maintenance per Section 1.3.1 of ATTACHMENT 4, of the Covered Units. Any warranty work required in accordance with Article 4.0 of ATTACHMENT 5 shall not be considered Unplanned Maintenance. Consistent with the Price as set forth in ATTACHMENT 4, Unplanned Maintenance of a Covered Unit arising solely from a failure or cause outside of the Covered Unit(s), shall be Extra Work for which GEII will be compensated on a time and material basis as set forth in ATTACHMENT 4 of this Agreement, or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

5.0 PARTS

5.1 The Parties acknowledge that GEII has provided the Customer an inventory of Initial Spare Parts for the Covered Units as described in ATTACHMENT 2A, which were paid for under the Original Polk Unit 2 Contract. The Customer shall make the Initial Spare Parts available at no charge for use by GEII in the performance of this Agreement. GEII may draw from all suitable Parts available among the Initial Spare Parts when performing Planned Maintenance and Unplanned Maintenance under this Agreement prior to

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otherwise furnishing Parts. The Parties agree that Parts furnished by GEII under this Agreement and the Bayside CSA Agreement shall be shared between Customer's Polk Power Station and Bayside Power Stations and be made available for GEII's use in performance of its obligations under this Agreement.

5.2 GEII shall provide all Parts required for Planned Maintenance and Unplanned Maintenance and for warranty work under this Agreement to the extent that such Parts are not available within the Initial Spare Parts inventory, provided however, that if a Part within the Initial Spare Parts inventory is not suitable for use due to improper storage or maintenance by Customer, GEII will be compensated as Extra Work for the provision of a Part in lieu of use of the unsuitable inventoried Part.

5.3 GEII may utilize Customer's storage on the Facility site, in a manner reasonably acceptable to Customer, and/or use the services of subcontractors, GEII's subsidiaries, or GEII's affiliates in order, from time to time, to establish or maintain inventories of Parts for possible or anticipated application to the Covered Units. Except for Customer's responsibility for provision of appropriate storage of such Parts, the costs for any such inventory program are included within the Price set forth in ATTACHMENT 4, "PRICING".

5.4 Except for storage of Parts as otherwise set forth in Sections 5.1 through 5.3 above, and except for Customer responsibilities described in ATTACHMENT 3, Customer shall have no obligation to procure and keep available materials or Parts for use by GEII in connection with Planned Maintenance, Unplanned Maintenance and warranty work of the Covered Units. If, however, Customer elects to purchase additional capital Parts as Extra Work for the purpose of increasing the number of Planned Maintenance Outages during an Outage season beyond the limits stated in Attachment 2, Section 1.2, Customer may deny GEII usage of such additional capital Parts during Outage seasons where the number of Planned Maintenance Outages is within the limits stated in Attachment 2, Section 1.2. GEII agrees to cooperate with Customer's stores check out systems and procedures so as to facilitate Customer's inventory tracking and accounting systems. Customer shall provide direction and assistance to GEII concerning such systems and procedures.

5.5 The fact that Customer is not obligated to store or make available Parts or materials for GEII's use (other than as set forth in Sections 5.1 through 5.4, above) notwithstanding, Customer may elect to make certain of its materials available for GEII's use. GEII agrees to cooperate with Customer's stores withdrawal systems and accounting requirements, inclusive of documenting each withdrawal with an appropriate par accounting number as assigned by Customer. GEII shall pay Customer's invoices for all such stores withdrawals within fifteen (15) days of receipt by GEII of such invoice(s).

5.6 Use of New Technology

GEII may, from time to time, subject to mutual agreement of the Parties, not to be unreasonably withheld, and in the performance of its scope of work under this

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Agreement, develop and/or utilize improved Parts which are not commercially available on the Effective Date. It is anticipated that GEII may do so in an effort to extend Parts lives and/or increase the interval between certain Planned Maintenance Outages.

5.7 Use of Commercially Available Technology

GEII shall use reasonable efforts to inform the Customer if a type of Part to be repaired or replaced by GEII during its performance of this Agreement (a "Current Part") is commercially available from GEII in an upgraded design (an "Upgraded Part"). If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply, GEII may elect to supply either the Current Part or the Upgraded Part, provided that if the Upgraded Part is supplied, it shall be supplied at no additional cost to the Customer. If the Current Part is not generally made available for sale by GEII at the date of supply and an Upgraded Part is so available, GEII shall supply the Upgraded Part at no additional cost to the Customer. If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply and GEII elects to use the Current Part, then the Customer may request in writing the Upgraded Part, and, GEII shall supply the Upgraded Part and the Customer shall pay (i) any difference between the standard price of the current Upgraded Part and the standard price of the Current Part it is replacing and (ii) any incremental cost associated with any detrimental impact upon GEII's Planned Maintenance obligations herein and the Peaking Reliability and Annual Availability Guarantees as defined in Attachment 7 (if the Parties agree to add an availability guarantee), which impact shall be quantified and communicated in writing from GEII to Customer prior to the time the Upgraded Part is ordered by GEII at Customer's request.

5.8 Use of Certain Refurbished Parts

In performance of its scope of work under this Agreement, GEII may use Parts which have been previously installed at a power generation facility other than the Facility and subsequently refurbished by GEII. Such refurbished Parts are warranted in accordance with Attachment 5, Section 4.0, Warranty.

6.0 MONITORING AND DIAGNOSTICS SYSTEM

6.1 Monitoring and Diagnostics System (or "M&D System") means a system provided by GE which will be used from time to time by GEII for monitoring and diagnostics of turbine-generator equipment, consisting of hardware, software, and the power answer center (by whatever designation), providing real time monitoring, communication and assessment of equipment condition, problem reporting and corrective action recommendations. GEII shall utilize an M&D System to monitor the Covered Units in accordance with the terms of Attachment 8.

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6.2 In consultation with Customer, and at no additional cost to Customer, GEII will provide during the term of this Agreement an M&D System relative to the Covered Units. Provision of the M&D System is subject to the terms between GEII and Customer as set forth in Attachment 8. GEII shall negotiate with said third parties reasonable licensing provisions for the use and application of such software by GEII at Customer's site during the term of this Agreement. Customer access to telephone communication to the power answer center is included.

6.3 GEII's provision of an automated M&D System notwithstanding, the foregoing Sections 6.1 and 6.2 of this ATTACHMENT 2 shall not be construed to limit GEII's obligation to provide traditional, more conventional trouble shooting and diagnostic efforts to the extent necessary to comply with its obligations under this Agreement.

6.4 At Customer's sole option (except in the event that an availability guarantee is added) and at no additional cost to Customer (other than Customer's obligations described in Attachment 11), GEII shall also provide performance monitoring and optimization software during the term of this Agreement, subject to the terms described in Attachment 11 of this Agreement.

7.0 ADDITIONAL OBLIGATIONS OF GEII

7.1 Control of the Work: GEII shall be solely responsible for all field performance techniques, sequences, procedures, and safety and quality programs in connection with providing its Parts and Maintenance Services hereunder.

7.2 Subcontractors: Upon prior approval from Customer, GEII may subcontract its work scope in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GEII subcontracting for craft labor services, trailers, cranes and temporary toilet facilities, however, Customer retains the right to restrict access to the Facility in the event that a subcontractor is not approved to work at the Facility, which approval shall not be unreasonably withheld. GEII shall be solely responsible for the engagement, contracting with and management of its subcontractors and, others that GEII has contracted for, in the performance of the work hereunder, and the creation of any subcontractor relationship shall not relieve GEII of its obligations hereunder.

7.3 Employment Practices. GEII and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, and general terms and conditions of employment. GEII agrees to post, in conspicuous places available to employees and applicants, employment notices setting forth the policies of nondiscrimination and shall state, in all publications soliciting applicants for

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employment, that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin, or age. GEII shall itself comply and shall cause its subcontractors to comply with applicable nondiscrimination and equal opportunity laws and regulations.

7.4 Technical Information GEII shall submit to Customer for review and comment technical information for all changes to Customer's Covered Units which may be recommended by GEII in connection with this Agreement. Customer shall not be obligated to expend dollars to implement these changes as a requirement of this Agreement; provided however, that in the event such changes are recommended, the Parties shall mutually agree on the implementation thereof. Nothing in this Section 7.4 is intended to obligate GEII to incur costs to implement changes as a result of technical information letters as a requirement of this Agreement.

7.5 Liens. GEII agrees that it shall keep Customer's Facility free from all liens on account of Parts and Maintenance Services and warranty work as set forth in accordance with Article 4.0 of ATTACHMENT 5, provided pursuant to this Agreement and shall cause any lien asserted against the same by its suppliers and subcontractors and employees to be discharged within thirty (30) days of its assertion, provided such liens do not arise out of Customer's failure to pay amounts not in good faith dispute under this Agreement. All payments made under this Agreement shall be made in accordance with the Mechanics Lien Statute, Chapter 713, Florida Statutes. The Customer may require appropriate lien releases and waivers and affidavits from GEII with respect to the Parts and Maintenance Services prior to making any partial or final payments.

7.6 Responsibility for Those Performing Work: GEII shall be responsible to the Customer for the acts and omissions of all its employees and subcontractors, their agents and employees and all other persons performing any of the work under this Agreement.

7.7 Safety: GEII shall comply and shall cause its subcontractors entering upon the Customer's site to comply as a minimum with Customer's Site and Safety Requirements as set forth in ATTACHMENT 6 of this Agreement. GEII shall also comply with Customer's Project Safety Management ("PSM") program at the site.

7.8 Ownership of Used Parts: GEII agrees to deliver to Customer all Parts removed from the last Covered Unit during the final combustion inspection of this Agreement. Said Parts shall be delivered in "as is' condition and shall become the property of Customer.

8.0 TIME OF DELIVERY/PERFORMANCE

The intent of this Agreement is, in part, to provide timely availability of Parts and Maintenance Services so as to: (1) avoid to the extent possible the unavailability of the Covered Units, and (2) when not possible to avoid such unavailability, to minimize the duration of said unavailability, and (3) maximize starting reliability. Accordingly, the Parties will cooperate to make available at the Facility all Parts and Maintenance Services

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necessary for Planned Maintenance as needed to support the Planned Maintenance Outage. For Unplanned Maintenance, the Parties will cooperate to make all necessary materials, parts and personnel available at the Facility as quickly as reasonably possible. GEII shall, consistent with the terms of this Agreement, expeditiously perform its work under this Agreement so as to minimize any period of a Covered Unit's unavailability.

Premium labor costs for overtime efforts in connection with Planned Maintenance performed in accordance with the then-current Planned Maintenance schedule and for Unplanned Maintenance as the need may arise, are included in the Price set forth in ATTACHMENT 4 of the Agreement, however, in the event that Customer directs GEII to perform Planned Maintenance on an overtime basis, for Customer's convenience or to accelerate the previously agreed-upon schedule, GEII shall be entitled to recover actual premium differentials in addition to that portion of the Price applicable to the subject work.

In the instance of an Unplanned Maintenance Event, GEII and the Customer shall mutually agree upon a schedule within seventy-two (72) hours of oral notification from Customer to complete the scope of work required to return the Covered Unit(s) to service as quickly as possible, to the extent as can be determined at the time the schedule is established. Such schedule shall identify a planned date for the Covered Unit(s) to be mechanically complete and ready for being placed In-Service. GEII agrees to pay liquidated damages of $10,000.00 per day per Covered Unit involved in the Unplanned Maintenance Event, for each full day after the aforementioned scheduled date that such Covered Unit(s) is not ready for being placed In-Service, subject to the provisions of ATTACHMENT 3 (Customer Responsibilities) and Article 6.0 of ATTACHMENT 5 (Excusable Delays). Any liquidated damages shall be paid by GEII within thirty (30) days from invoice by Customer and shall be limited to payment for a maximum of ten (10) calendar days per event. In the event of failure of GEII to make Parts available or perform Maintenance Services such that the ten (10) day cap is exceeded, the Customer shall be entitled to terminate the Agreement pursuant to Section 9.3(c), of ATTACHMENT 5 in addition to the liquidated damages as set forth herein. The liquidated damages and termination rights provided herein shall be in lieu of, and shall, when credited, relieve GEII from all liability and any other damages incurred by Customer for GEII's failure to meet the mutually agreed upon Unplanned Maintenance Event Outage schedule. The foregoing shall constitute Customer's sole and exclusive remedy for GEII's failure to meet the mutually agreed Unplanned Maintenance Event Outage schedule.

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ATTACHMENT 2A

Initial Spare Parts

DESCRIPTION	QUANTITY
Mark V, Generator, and Excitation Spares	1 set
Combustion Liners and Cap Assembly	1 set
Transition Pieces Assembly	1 set
Fuel Nozzle Assembly	1 set

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ATTACHMENT 3

CUSTOMER RESPONSIBILITIES

1.0 During the term of this Agreement, Customer shall provide and/or ensure the availability of, at no cost to GEII and in a timely manner, the following:

1.1 Provide a designated Customer representative(s) to consult and coordinate with GEII's personnel on matters related to GEII's scope of work under this Agreement including, but not limited to, (i) advance planning, scheduling and performance of Planned Maintenance, (ii) post-Outage meetings after performance of Planned Maintenance, (iii) coordination of operation activities during periods of Planned Maintenance, Unplanned Maintenance and Forced Outages, and (iv) provide safety training in accordance with Customer's requirements in Attachment 6 in the event of Unplanned Maintenance events.

Customer's representative(s) will be reasonably available as necessary to allow timely performance by GEII. Customer's representative(s) shall have the responsibility of coordinating activities between GEII and other contractors at the Facility which are not under GEII's control.

1.2 Site security to protect GEII tools, parts, materials and equipment against theft or loss. GEII personnel will take reasonable precautions to protect against weather damage to materials and Parts and petty site theft.

1.3 Prompt access to Customer's warehouse and shop facilities, and the existing Parts and Initial Spare Parts, as may be required by GEII for performance of its work.

1.4 Reasonable and climate controlled secure office space, telephone and facsimile transmission facilities and wash room and toilet facilities at the Facility site for the Assigned Technical Advisor proximate to the location(s) of GEII work at the Facility.

1.5 For Parts inventory owned by GEII and located at the Facility, Customer shall (i) provide safe and adequate storage in accordance with instructions of GEII, (ii) maintain the Parts free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors and other creditors of any nature, (iii) allow GEII timely access to the Parts as reasonable and necessary and consistent with Customer's stores control systems and procedures, and (iv) maintain risk of loss of Parts in storage at its Facility and in transit between Customer's facilities.

1.6 Provide off-loading, loading and handling at the Facility, with Customer equipment currently available, of all Parts being received from or shipped to GEII in connection with any GEII parts inventory at the Facility. In addition, Customer shall be responsible for

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transporting Parts between Customer's facilities as described in Attachment 5, Article 10.5.

1.7 Consultation with GEII's personnel in advance with respect to the scheduling of all inspection work associated with GEII's services.

1.8 Compressed air and all Facility utilities, including water and electricity, in such amounts, pressures, volumes, etc. as necessary for performance of this Agreement.

1.9 Access to all technical information, equipment manuals and drawings respecting the Covered Units for the use of GEII's personnel in performance of this Agreement to the extent such items have been previously provided by GEII to the Customer.

1.10 Access to lay down space adjacent to Covered Units for lay-down, inspection and repair of Parts.

1.11 Utilize only lubricants meeting specifications set by the applicable equipment manufacturer(s) to the extent that such specifications have been previously provided to Customer by GEII.

1.12 Operate the Covered Units using only fuels meeting the specification set forth in the Equipment Contract, as amended.

1.13 Make available for GEII's use all special tools and equipment supplied with the Covered Units by GEII or other manufacturers or equipment seller.

1.14 Provide all lube oil, hydraulic fluid, and operational (routine) spare parts filters and lubricants for use by GEII.

1.15 Proper operation of the Covered Units in accordance with previously provided written instructions or recommendations of GEII or its Parent Company and Prudent Electrical Practices as reasonably necessary in connection with GEII's scope of work; provided however, the Customer shall not be responsible for increases to the Price associated with any improvements required by GEII or its Parent Company's Technical Information Letters (TIL's) or other such written recommendations issued by GEII or its Parent Company necessary to maintain the Covered Units in the condition in which they were initially provided by the Parent Company.

1.16 Adequate fire fighting equipment and services.

1.17 Access to Customer's first aid facilities to the extent these are (and remain) available at the site.

1.18 Provide the following support activities in connection with GEII's Outage work together with other reasonable support:

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a) Verify electrical connections following reconnection.
b) Perform off-site disposal of trash.
c) Touch up painting of Covered Units' enclosures.
d) Deactivate/reactivate CO_2 system.
e) Lock out/Tag out of systems and components.
f) Ensure that gas and injection supplies are properly isolated.

1.19 Obtain all permits and licenses required for performance of work at the Facility other than contractor's licenses, professional licenses and similar licenses generally required for GEII to perform work such as its obligations under this Agreement.

1.20 Render operational support as may be reasonably required by GEII in the performance of its obligations under this Agreement, including, but not limited to:
a) Making the Covered Units available for performance of GEII's Maintenance Services in a manner reasonably consistent with Customer's operational needs.
b) Taking such measures, in consultation with GEII, as may be appropriate to minimize damage which may result in or from a Forced Outage for such period as may be reasonably necessary.

2.0 Customer shall allow GEII to use Parts furnished by GEII under this Agreement and under the Bayside CSA Agreement in the performance of GEII's obligations under this Agreement. If, however, Customer elects to purchase additional capital Parts as Extra Work for the purpose of increasing the number of Planned Maintenance Outages during an Outage season, beyond the limits stated in Attachment 2, Section 1.2, Customer may deny GEII usage of such additional capital Parts during Outage seasons where the number of Planned Maintenance Outages is within the limits stated in Attachment 2, Section 1.2. If Customer terminates the Bayside CSA Agreement, Customer agrees to make one set of hot gas path inspection parts available to GEII during the Term of this Agreement.

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ATTACHMENT 4
PRICING

1.0 PRICING

1.1 The Price to be paid by Customer to GEII for this Agreement is set forth in this Section 1.1, and Section 1.2 of this Attachment 4. This pricing shall be effective beginning January 1, 2002 for Polk Unit 2.

(a) Initial Spare Parts were provided under the Original Polk 2 Contract, as described in Attachment 2.
(b) Periodic Payments to be paid by Customer to GEII for Maintenance Services and Parts under this Agreement are to be calculated in accordance with 1.2, below.

1.2. Periodic Payments

1.2.1 Quarterly Payments

In consideration of the Parts and Maintenance Services provided by GEII under this Agreement, with respect to each Covered Unit, Customer shall make payments ("Periodic Payments") on the 20th (twentieth) day of the third (3rd) month of each Quarter starting with the calendar Quarter in which the CSA Start Date occurs for the applicable Covered Unit and ending in the calendar Quarter in which the CSA End Date for such Covered Unit occurs, or is terminated in accordance with Attachment 5, Article 9.

The Quarters shall be defined as:

- "Quarter" means one of the three (3) month periods defined below.
- "First Quarter" means the three (3) month period containing the months of January, February and March.
- "Second Quarter" means the three (3) month period containing the months of April, May and June.
- "Third Quarter" means the three (3) month period containing the months of July, August and September.
- "Fourth Quarter" means the three (3) month period containing the months of October, November and December.

Each quarterly Periodic Payment shall equal the sum of (i) a fixed component of thirty-one thousand two hundred fifty dollars ($31,250) per gas turbine Covered Unit per Quarter (as to Polk Unit 2, from January 1, 2002, through the CSA End Date, or earlier termination, and as to Polk Unit 3, from the CSA Start Date through the CSA End Date, or earlier termination), plus (ii) a Variable Component ("Variable Component") calculated each Quarter as described in Section 1.2.2 below, plus (iii) the applicable performance bonus and/or liquidated damages per Attachment 7 (if the Parties agree to

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add an availability guarantee in Attachment 7) shall be included in the First Quarter Periodic Payment of each Agreement Year, except that in the event of termination or expiration of this Agreement, it shall be included in the Periodic Payment of the Quarter in which this Agreement terminates or expires.

In the event the CSA Start Date for a particular Covered Unit occurs during the middle of a Quarter, the fixed component shall be prorated based on the number of days in the Quarter and an estimate of the amount of the Variable Component for such Quarter shall be mutually agreed to by GEII and Customer and such amount paid by Customer. The actual amount applicable to such partial Quarter, and an adjustment, shall thereafter be completed in the same fashion as described below.

GEII shall issue a Periodic Payment invoice upon receipt of the necessary information and ascertainment of the amount of the invoice, and anticipates that such invoices will be issued on or about the fifth (5^{th}) day of the third (3^{rd}) month of each Quarter. Customer shall then pay by the latter of the twentieth (20^{th}) day of the third (3^{rd}) month of the Quarter or ten (10) days after the date of GEII's invoice.

1.2.2 Calculation of Variable Component

Beginning on January 1, 2002 for the Polk Unit 2 Covered Unit, and the CSA Start Date for the Polk Unit 3 Covered Unit, the Variable Component ("VC") shall be calculated per Factored Start of operation of the applicable Covered Unit in accordance with the calculation below, provided, however, that the number of Factored Starts of operation of the applicable Covered Unit shall no longer be included in the Variable Component calculation beginning the day after such Covered Unit attains its CSA End Date or the earlier termination of this Agreement in accordance with Attachment 5, Article 9.

"Factored Hours/Factored Starts Ratio" means the ratio derived from dividing (x) the actual Factored Hours for the applicable Agreement Year, by (y) the actual number of Factored Starts for the applicable Agreement Year. Each Factored Start is allocated fifteen (15) Factored Hours. Factored Hours in excess of fifteen (15) Factored Hours/Factored Start will be charged a factor of $300/excess hour for the Polk Unit 2 Covered Unit and $320/excess hour for the Polk Unit 3 Covered Unit.

In January, 2002, the Parties will mutually agree on the projected number of Factored Starts of operation and projected Factored Hours/Factored Starts Ratio for the applicable Covered Units during the 2002 Agreement Year. The average quarterly projected number of Factored Starts and projected annual Factored Hours/Factored Starts Ratio shall be used as the basis of the quarterly Variable Component of the Periodic Payments for 2002. In January of each subsequent Agreement Year during the term of this Agreement, the Parties will mutually agree on the actual number of Factored Starts and actual Factored

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Hours/Factored Starts Ratio for the applicable Covered Units for the preceding Agreement Year, or portion thereof, and shall calculate the actual Variable Component for the prior Agreement Year using the pricing Table 1 or pricing Table 2 as applicable and the formulas described below. An annual reconciliation adjustment shall either be paid to GEII or credited to Customer with (or against, as applicable) the Periodic Payment due in the First Quarter of the current Agreement Year. In January of each subsequent Agreement Year, the Parties will also mutually agree on a projected number of Factored Starts and projected annual Factored Hours/Factored Starts Ratio for the current Agreement Year, and the amount of projected Factored Starts at the projected Factored Hours/Factored Starts Ratio will be averaged accordingly in order to establish the quarterly Variable Component to be paid during the current Agreement Year. As stated herein, the Parties will calculate any necessary adjustment in January of each subsequent Agreement Year.

Projecting gas turbine Factored Hours and Factored Starts: The Parties agree that, except for the 2002 Agreement Year (which shall be projected in accordance with the preceding paragraph), in estimating and mutually agreeing upon the projected number of gas turbine Factored Hours and Factored Starts for the current Agreement Year, the Parties' intent is that said number of projected Factored Hours and Factored Starts will be equal to the actual number of gas turbine Factored Hours and Factored Starts experienced during the previous Agreement Year for the applicable Covered Unit; and, further, with reasonable adjustment for any other anticipated major differences between the two (2) Agreement Years, such as, but not necessarily limited to, anticipated differences in Outages (if any).

(i) Based upon these definitions, the Variable Component of the Periodic Payment will be calculated each Quarter as follows (note that the calculation assumes one (1) Covered Unit; if more than one (1) Covered Unit is present, then additional factors (e.g., (QFS2 x A), (QFS3 x A) and (QFS4 x A) (etc.)) shall be added):

Formula: VC = (QFS1 x A) + (QEFH x B)

Where:

QFS1 = Total Factored Starts during the Quarter for Covered Unit #2;

QFS2 = Total Factored Starts during the Quarter for Covered Unit #3;

QEFH = Excess Factored Hours (Factored Hours which exceed a Factored Hours/Factored Starts ratio of 15 FH/FS) during the Quarter for the applicable Covered Unit.

Pricing Table for Polk Unit 2 Covered Unit:

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This pricing table is applicable for all Factored Hours and Factored Starts with respect to such Covered Unit from January 1, 2002 through the CSA End Date.

As to "A", when the Factored Hours/Factored Starts Ratio for such Covered Unit is:

less than 5, then (see Assumption Violations);

between 5 and 20, then A = $10,000;

greater than 20, then A (see Assumption Violations);.

As to "B", B = $300.

Pricing Table for Polk Unit 3 Covered Unit:

This pricing table is applicable to Covered Unit 3 for all Factored Hours and Factored Starts with respect to such Covered Unit from the CSA Start Date and through the CSA End Date for such Covered Unit.

As to "A", when the Factored Hours/Factored Starts Ratio for such Covered Unit is:

less than 5, then (see Assumption Violations);

between 5 and 20, then A = $10,366;

greater than 20, then (see Assumption Violations).

As to "B", B = $320.

1.2.2.1 With respect to determining the number of Factored Hours and Factored Starts accumulated during the commissioning and start-up of the Polk Unit 3 Covered Unit (anticipated to be prior to CSA Start Date), not later than ten (10) days after the CSA Start Date for the applicable Covered Unit, Customer and GEII will review all relevant information related to such commissioning and start-up (including without limitation the control system logs, start-up and commissioning logs and "historian" data/records for the Covered Unit) and will agree upon the appropriate and accurate number of Factored Hours and Factored Starts so accumulated.

With regard to the Polk Unit 3 Covered Unit, GEII shall not charge Customer for Factored Hours or Factored Starts accumulated prior to the notification of readiness for Performance Test (written notification), which Factored Hours and Factored Starts shall be subject to a limit of the earlier of 200 Factored Hours or 40 Factored Starts of commissioning and start-up operation. Customer shall pay GEII in accordance with Section 1.2.2 of this Attachment 4, for Factored Hours incurred after the earlier of (i)

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readiness for Performance Test, or (ii) after the earlier of 200 Factored Hours or 40 Factored Starts limitation has occurred.

Compensation to GEII for the agreed-upon Factored Hours and Factored Starts accumulated during this start-up and commissioning period will be included in and as part of the Variable Component of the first quarterly Periodic Payment in accordance with the provisions above. After the CSA Start Date for an applicable Covered Unit, no later than the fifth (5th) day of each calendar month thereafter, Customer shall submit documentation to GEII regarding actual Factored Hours and Factored Starts with respect to the immediately proceeding month. GEII shall be allowed to review Facility records, upon reasonable advance request, to verify the information provided by Customer and/or obtain additional information related to the determination of Factored Hours and Factored Starts.

Customer shall be responsible for all trips to a Covered Unit except for the following, which are GEII's responsibility: (i) Factored Starts that are caused by the Covered Unit that are in excess of 56 per Agreement Year or pro rata portion thereof for such Covered Unit, as determined in accordance with figures 21 and 43 of Attachment 9 of this Agreement; and (ii) trips that are associated with GEII's performance of (or failure to perform) its obligations under the scope of this Agreement. With respect to trips covered in (i) and (ii), above, such trips will not be included in the Factored Starts used to calculate the Variable Component of Periodic Payments in Attachment 4.
If, however, GEII requests that a Covered Unit be made available for repair, as mutually agreed by the Parties, related to recurring trips (trips resulting from undefined causes occurring more than two (2) times during a period of seven (7) days or less), such trips will not be subject to the 56 Factored Starts limit unless Customer elects to make such Covered Unit available for repair by GEII. Trips outside of GEII's control and not caused by components of a Covered Unit (caused by reasons including, but not limited to, grid problems and fuel problems) will be included in the Factored Starts used to calculate the Variable Component of Periodic Payments in Attachment 4 and will not be subject to the 56 Factored Starts limit.

The following examples illustrate the foregoing pricing method:

Example #1: Quarterly Periodic Payment

In this example, the Polk Unit 2 Covered Unit has been operating through the entire Second Quarter of the given Agreement Year. The Polk Unit 3 Covered Unit's CSA Start Date is assumed to be May 1 during the Second Quarter of the given Agreement Year (it is assumed to operate 2 of the 3 months of the Second Quarter).

Annual projected Factored Hours and Factored Starts for the given Agreement Year.

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	FH	FS	FH/FS
Polk Unit 2	1600	160	10.0

The pricing formula provides for a "free" number of Factored Hours. At 160 factored starts, the breakpoint criteria for free factored hours is 160 x 15 = 2400 hours. Thus, there are 0 excess hours above the breakpoint criteria.

Annual projected Factored Starts and Factored Hours for Covered Unit 3 for the given Agreement Year after its notification for readiness for Performance Test are based on 8 months remaining in the given Agreement Year.

	FH	FS	FH/FS
Polk Unit 3	1066	100	10.66

The Second Quarter Periodic Payment of the given Agreement Year is based on the projected Factored Hours and Factored Starts of each Covered Unit for the Second Quarter.

Formula: $= [(1 * \$31,250) + ((QFS1) * A_2) + (QEFH * B_2]$
$+ [((1 * \$31,250) * (2/3)) + ((QFS2)*2/3)) * A_3) + (QEFH * B_3]$

$= [\$31,250 + ((160/4) * (\$10,000)) + (0 * \$300)]$
$+ [(\$31,250 * 2/3) + (((100/4) *2/3) * \$10,366)) + (0 * \$320)]$

$= \$431,250 + \$193,600$
$= \underline{\$624,850.}$

This amount will be billed to the Customer for the Second Quarter Periodic Payment.

Example #2: Annual reconciliation

This example is for Polk Unit 3. Additional Covered Unit payments and reconciliation would be calculated using the same approach and combined in the appropriate quarterly payments.

Polk Unit #3 Covered Unit

	FH	FS
Annual Projected	1600	150
Annual Actual	1650	160

(i) Total Quarterly summary for the Agreement Year: The projected average (Factored Hours/Factored Start) ratios for the Polk Unit 3 Covered Unit is 10.67 (1600/150)..
Formula: $= [(1 * \$31,250) + ((QFS1) * A_3) + (QEFH * B_3]$

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= [1 x $31,250] + (150/4) X [$10,366]]
= $31,250 + $388,725.00
= $419,975 x 4 quarters
= $1,679,900.00 total projected payments during the Agreement Year

(ii) In January of the following Agreement Year, running records are reviewed and the actual billing is calculated based on the actual numbers from the previous Agreement Year. The actual Factored Hours/Factored Starts Ratio for the preceding Agreement Year is 10.3 (1650/160).

Reconciliation of projected Quarterly Payments of the previous Agreement Year:

Formula: $= [(1 * \$31,250) + ((QFS1) * A_3) + (QEFH * B_3]$

= [1 x $31,250] + (160/4) X [$10,366) + (0 * $320)]
=[31,250] + $414,640.00
= $445,890.00 X 4 quarters
= $1,783,560.00

The difference between the two billing amounts is ($1,783,560.00 -$1,679,900.00) = $103,660.00. This amount will be added to the First Quarter Periodic Payment due.

If the Parties agree to add an availability guarantee, then, in January of each Agreement Year, the Parties will calculate the bonus/liquidated damages pursuant to Attachment 7 (if the Parties agree to add an availability guarantee) of this Agreement for the preceding Agreement Year or portion thereof, and will mutually agree on an adjustment to the Periodic Payment due in the First Quarter of the current Agreement Year.

1.2.3 For purposes of invoicing adjustments or termination or expiration of this Agreement, the Parties may desire to establish the Price as set forth in this Attachment 4 applicable to a period shorter than an Agreement Year. Accordingly, the Parties agree that the price as set forth in Section 1.2 applicable to said period may be pro-rated for such applicable period.

1.2.4 Basis of Price: The Price is in United States Dollars and includes all Parts and Maintenance Services being provided by GEII at Customer's Facility with freight and insurance prepaid and included in the Price. The Price further includes all customs duties; shipping or agent fees; all governmental charges, permits, taxes or fees related to shipments (subject to Article 8.0 of ATTACHMENT 5 of this Agreement); import fees or duties or other fees, charges or assessments relating to shipment or import of materials or equipment which are in effect as of the Effective Date of this Agreement.

1.3 Additional Compensation

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The Price computed in accordance with Section 1.1 and Section 1.2 of this ATTACHMENT 4 represents the total Price due to GEII, for the period covered by said computation, for performance of GEII's obligations under this Agreement with respect to each of the Covered Units, except as otherwise set forth in this Section 1.3 for: (i) Unplanned Maintenance, (ii) Extra Work, (iii) Excusable Delay Events, (iv) Assumption Violations, and (v) Escalation. Circumstances for which GEII is entitled to additional compensation hereunder, and the methods of computing the same or of determining the manner in which costs will be shared by the Parties, are as follows:

1.3.1 Unplanned Maintenance

GEII shall bear the expense as part of the Price or Customer shall make payment as Extra Work described in Section 1.3.2 below for Parts and Maintenance Services provided by GEII in connection with Unplanned Maintenance in accordance with the following:

(1) To the extent Unplanned Maintenance is the result of fault or negligence on part of Customer or its other contractors, the Maintenance Services and Parts provided by GEII for such Unplanned Maintenance shall be considered Extra Work and Customer shall pay GEII in accordance with this Agreement;

(2) In all other cases of Unplanned Maintenance, Customer shall pay GEII the price thereof as Extra Work in accordance with this Agreement that portion of the price in excess of one million five hundred thousand dollars ($1,500,000) (per Unplanned Maintenance Event) and GEII shall bear the first one million five hundred thousand dollars ($1,500,000) (per Unplanned Maintenance Event) of such charges, up to an annual cap of three million dollars ($3,000,000) for all Covered Units.

1.3.2 Extra Work

Extra Work (as defined in Section 1.0 of ATTACHMENT 5) shall be computed, documented and submitted for Customer's approval/concurrence as required in Article 15.0 of ATTACHMENT 5 of this Agreement; provided, however, that Extra Work performed on a Time and Material ("T&M") basis shall be priced, computed, documented and submitted as required in accordance with the following:

a) Parts: Capital Parts (buckets, nozzles, shrouds, fuel nozzle assemblies and tips, combustion liners, cap assemblies, transition pieces, and cross-fire tubes) shall be invoiced at eighty percent (80%) of GEII's then-current list prices. All other Parts provided as Extra Work shall be invoiced at GEII's then-current list prices.

b) Incidental Materials: Expendable, consumable, and other incidental and permanent materials shall be billed at GEII's cost, as indicated by invoices to GEII or other documentation acceptable to Customer, plus twelve and one-half percent (12.5%).

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c) GEII Services: Services performed by GEII's technical personnel shall be invoiced at GEII's standard, then-current published rates for such services, less fifteen percent (15%) of gross invoicing.

d) Craft Labor: Nonprofessional, craft labor performing field work shall be billed to Customer at the invoice price to GEII, plus a markup for overhead and profit, for a combined total of twelve and one-half percent (12.5%). This item d) shall not be also billed as out-sourced services as indicated in item e) below.

e) Out-sourced Services: Services performed by GEII's subcontractors, vendors or other third (3rd) parties shall be billed at invoice cost, as indicated by invoices to GEII, plus twelve and one-half percent (12.5%). This item e) shall not include craft labor as indicated in item d) above.

f) GEII Apparatus Service Shop Pricing: Services performed by GEII's apparatus service shops shall be invoiced at GEII's standard, then-current published rates for such services, less ten percent (10%) of gross invoicing.

For purposes of this Section 1.3.2 of this Attachment 4, all references to GEII's "list prices" or "rates", or to "costs", except where said costs originate from sources outside GE or GEII, shall be deemed to mean the lower of such prices, rates and costs as published by GE or GEII.

1.3.3 Excusable Delay Events.

To the extent that Maintenance Services performed and Parts provided by GEII result from an Excusable Delay (other than Maintenance Services or Parts that are Unplanned Maintenance or that result from an Unplanned Maintenance Event), such performance of Maintenance Services and provision of Parts shall be Extra Work.

1.3.4 Assumption Violation

In the case of any Assumption Violation, the Parties will meet and mutually agree on an equitable adjustment in Price for any Maintenance Services and Parts as Extra Work necessary to remedy such Assumption Violation.

1.3.5 Escalation

GEII may be entitled to additional compensation, or credits may become due to Customer, in connection with the Price as determined in accordance with the escalation provisions set forth in Article 2.0 of this ATTACHMENT 4.

1.4 Invoicing of Extra Work: Notwithstanding anything to the contrary herein, Extra Work may be invoiced immediately upon satisfactory completion of the Extra Work and payment due within thirty (30) days after receipt of a reasonably accurate invoice. The

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amount due pursuant to Section 1.2, and each charge pursuant to Section 1.3, shall be clearly identified, described, subtotaled, and reasonably supported by documentation, when required pursuant to this Agreement, and the entire invoice(s) shall be totaled. Separate invoices supported by a summary sheet referencing and totaling same shall be acceptable.

2.0 ESCALATION

2.1 Determination of Price Escalation

For the purpose of this Article 2 of Attachment 4, the following definitions and procedures apply:

A. The annual average CPI shall be deemed to mean the sum of the following three (3) indices, as determined and reported monthly by the US Department of Labor, Bureau of Labor Statistics, multiplied by the appropriate weighting factor:

1. The Labor Index shall mean one hundred percent (100%) of the annual average (not seasonally adjusted) of the "Hourly Earnings of Turbines and Turbine Generator Sets Production Workers" SIC3511 (BLS Series ID EEU31351106), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

2. The Material Index shall mean one hundred percent (100%) of the annual average of the Producer Price Index for "Fabricated Steel Plate", code 1076 (BLS Series ID WPU1076), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

3. The Services Index shall mean 100% of the annual average of the published craft labor rate for Millwright Journeyman Local 1000, Tampa, FL. The weighting factor for this index is ten percent (10%).

4. Each of the Labor Index, Material Index, and Services Index averages shall be calculated to the nearest second decimal place.

B. The CPI shall be determined to the second decimal place. If the next succeeding decimal place is five (5) or more, the proceeding figure shall be raised to the next figure.

C. The Base Payment ("BP") shall be the applicable Initial Spare Parts payments and/or Periodic Payments set forth in Section 1.1 and 1.2 of this Attachment 4.

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D. The Base Year ("BY") shall be 1999 for the Polk Unit 2 Covered Unit and shall be 2000 for the Polk Unit 3 Covered Unit, for all Initial Spare Parts attributable to capital spare Parts and for Periodic Payments. The Base Year shall be 2002 for Initial Spare Parts excluding capital spare Parts.

E. The Current Year ("CY") shall mean the then-current calendar year.

F. The change in the CPI shall be calculated in accordance with the following formula and example:

Formula: $\frac{\text{CPI CY}}{\text{CPI BY}}$ X weighting factor X BP = Adjusted Payment

Example: CY = 2001 SIC3511 = 21.05 PPI1076 = 145.5 Services Index = 22
BY = 2000 SIC3511 = 19.50 PPI1076 = 143.0 Services Index = 20
BP = $10,366/FS

{(21.05/19.50) X 45% X $31,250} + {(145.5/143.0) X 45% X $31,250)} + {(22.00/20.00) X 10% X $31,250}

= $15,180.29 + $14,308.35 + $3,437.50 = $32,926.14 = Adjusted fixed component of the Periodic Payment per Covered Unit

{(21.05/19.50) X 45% X $10,366}+ {(145.5/143.0) X 45% X $10,366} + {(22.00/20.00) X 10% X $10,366}

= $5,035.48 + $4,746.25 + $1,140.26 = $10,921.99 Adjusted Variable Component of the Periodic Payment

G. The adjusted Periodic Payment for each Agreement Year shall be computed as early in that Agreement Year as the indices are available and effective as to all Periodic Payment amounts for Maintenance Services and Parts provided commencing January 1st of that Agreement Year. Any retroactive payment amounts will be paid to GEII with the next Periodic Payment. Adjusted payments shall be calculated each Agreement Year beginning in January, 2002.

In the event the indices are published as "preliminary", invoices and/or payments shall be calculated and submitted according to such "preliminary" indices, and shall be adjusted as necessary once the "final" indices are published.

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In the event that the specified indices are discontinued, or the basis of their calculation is modified, equivalent indices shall be substituted by mutual agreement of the Parties.

3.0 OTHER PAYMENTS

3.1 Various Payments

In addition to payment of the prices as set forth above in this Attachment 4, Customer shall make all other payments required to be made by Customer to GEII pursuant to this Agreement in accordance with the terms specified in this Agreement, and if no payment term is specified, not later than thirty (30) days after GEII's invoice.

3.2 Back Charges

The Parties may agree on minor maintenance (not Routine Maintenance) to be performed by Customer where it would be impractical for GEII to mobilize for such minor maintenance, but would otherwise fall within GEII's responsibilities under this Agreement. In such cases, Customer shall notify GEII's Assigned Technical Advisor by the next business day, when such minor maintenance has been performed, and submit a summary of Customer's costs incurred due within thirty (30) days of completion of such minor maintenance. The Parties will then mutually agree on any credit toward the next Periodic Payment due.

3.3 Payment In The Event Of Termination.

In any event of termination prior to the expiration of this Agreement, Customer shall pay GEII for Parts received by Customer for which GEII has not received payment prior to such termination. The Customer shall receive a refund for Parts paid for which have not been received by the Customer prior to such termination, or GEII shall provide those Parts which Customer has paid for but has not received prior to such termination. The foregoing constitutes the termination Price adjustment as described in Article 9 of Attachment 5. In the case of termination for convenience, the Terminating Party shall pay to the Non-terminating Party the Buy-Out Amount as further defined in Attachment 5, Section 9.2. The Parties shall make payment as applicable in accordance with Section 3.1 above.

4.0 METHOD OF PAYMENT

Customer shall make all payments by wire transfer to the bank account(s) identified by GEII.

5.0 LATE PAYMENT

In addition to the foregoing, Customer shall pay interest to GEII, at the rate per annum equal to one percent (1%) above the Citibank, N.A. prime rate in effect at the time the payment is due, or the maximum amount permitted by applicable law if such rate is

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lower, on all undisputed amounts not timely paid in accordance with this Agreement, or amounts not timely paid and found to have been wrongfully disputed.

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ATTACHMENT 5

TERMS AND CONDITIONS

These Terms and Conditions are part of this Agreement.

1.0 DEFINITIONS

1.1 Agreement Year(s) - Agreement Years begin upon January 1 and end on December 31 of the applicable year. Any adjustments for partial Agreement Years will be pro-rated accordingly.

1.2 Assigned Technical Advisor - The GEII representative designated to coordinate and consult with the Customer on matters related to GEII's responsibilities under this Agreement.

1.3 Assumption Violation - shall have the meaning provided in Attachment 2, Section 1.1 of this Agreement.

1.4 Bayside CSA Agreement – means the contractual services agreement between GEII and Customer dated April 20, 2001.

1.5 Covered Unit - A gas turbine, generator, accessory base and other associated components and systems which are supplied under the Equipment Contract, and is specified to be included within this Agreement in ATTACHMENT 1.

1.6 CSA End Date - for each Covered Unit, is the latter of i) the date GEII has completed the first combustion inspection after the first major inspection, or ii) the date the Covered Unit has achieved the earlier of 60,000 cumulative Factored Hours or 3100 cumulative Factored Starts, and the Covered Unit has been returned In-Service. However, this Agreement shall not include any additional Planned Maintenance inspections following the first combustion inspection after the first major inspection.

1.7 CSA Start Date - for each Covered Unit, is the Date of Acceptance as defined in the Equipment Contract for such Covered Unit.

1.8 Engineering Study/Inspection/Testing Services - Design, troubleshooting, diagnostics and analysis of equipment and/or systems by personnel using special expertise, techniques, instruments or devices with the objective of identifying problems, reporting opinions and/or recommendations relating to the current condition, proposed corrective actions and/or future serviceability of the equipment or system.

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1.9 Equipment Contract – With respect to the Polk Unit 2 Covered Unit, the contract between Customer and the Parent Company, dated December 31, 1998 and, with respect to the Polk Unit 3 Covered Unit, the contract between Customer and the Parent Company dated June 11, 1999, under which the Parent Company supplied engineered equipment packages for the Facility.

1.10 Extra Work - Parts and Maintenance Services which are beyond the scope of GEII's responsibilities under this Agreement which may include, but are not limited to, the following: (1) specifically for the purpose of improvements, modifications, up-rates or upgrades of a Covered Unit, or component(s) thereof, requested by the Customer under this Agreement, or (2) an addition of equipment or components beyond those supplied by GE under the Equipment Contract requested by the Customer under this Agreement (except for Parts required to be provided by GEII under this Agreement), or (3) provided for equipment or components not constituting part of the Covered Unit (except for Parts required to be provided by GEII under this Agreement), or (4) provided for Unplanned Maintenance to the extent the price for such goods and/or services provided in connection with any Unplanned Maintenance Event is to be paid by Customer pursuant to ATTACHMENT 4 "PRICING", as Extra Work, or (5) changes performed in accordance with Article 15.0 of this ATTACHMENT.

1.11 Facility (or Facilities) - The plant, station or facility in which the Covered Units are located, which is Customer's Polk Power Station.

1.12 Factored Hours shall have the meaning provided in Attachment 9, Figure 42.

1.13 Factored Starts shall have the meaning provided in Attachment 9, Figure 43.

1.14 Forced Outage - An Outage that occurs without advance scheduling as a result of a problem or failure in the applicable Covered Unit.

1.15 Hazardous Substances - shall have the meaning provided in Attachment 5, Section 14.2.

1.16 Initial Spare Parts are the parts that are identified in Attachment 2A, which shall be paid for in accordance with Attachment 4.

1.17 In-Service - The state in which a Covered Unit is synchronized and electrically connected, at minimum load, to Customer's system.

1.18 Inspect-Only - shall have the meaning defined in Attachment 2, Section 2.1.

1.19 Maintenance Services - The maintenance services, which will as necessary include provision of craft labor, tooling, temporary facilities, miscellaneous materials, consumables and expendables, equipment, Technical Advisory Services, planning, scheduling, removal and installation of Parts, assessment of equipment and/or components, and/or component repairs or refurbishments, and any other work performed by GEII under this Agreement, with respect to Planned Maintenance or Unplanned Maintenance, or the performance of Planned Maintenance or Unplanned Maintenance, as

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applicable, of the Covered Units or the performance of Extra Work under this Agreement; and including, if performed, Engineering Study/Inspection/Test services provided under this Agreement.

1.20 Outage - Removal of a Covered Unit from electric generation service.

1.21 Parent Company – General Electric Company ("GE").

1.22 Parts - New, repaired or refurbished parts furnished by GEII under this Agreement.

1.23 Planned Maintenance - Parts and Maintenance Services in conjunction with periodic inspection, testing, preventive maintenance, repair, and/or overhaul of the Covered Units in accordance with the equipment manufacturers' and/or designers' recommendations and/or Prudent Electrical Practices as more fully described in Article 2.0 of ATTACHMENT 2.

1.24 Price - means payments required to be made by Customer under Attachment 4 for Maintenance Services performed and Parts provided by GEII under Attachment 4, PRICING.

1.25 Prudent Electrical Practices - Those practices, methods and acts, at a minimum in accordance with the customary standards applicable to the electric utility industry, which a prudent owner and/or operator, and/or manufacturer and/or contractor would follow in connection with power generation facilities and equipment to accomplish the desired result lawfully, reliably, economically and safely.

1.26 Routine Maintenance - Maintenance of a preventive and minor nature that is performed in the normal course of operations to maintain the Covered Unit in working order on a day-to-day basis without an Outage, including but not limited to inspection, lubrication, calibration, adjustment, minor leak repair, provision of fluids, greases, and resins, cleaning and replacement of filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches and light bulbs, and other similar preventive, and minor work.

1.27 Technical Advisor (Field Engineer) - An individual who is properly trained, qualified and factory supported as a field representative of GEII or its Parent Company, performing work under this Agreement.

1.28 Technical Advisory Services (also referred to as Field Engineering Services) - Technical advice and counsel from Technical Advisors (or Field Engineers) provided by GEII or its Parent Company, performing work under this Agreement, based upon the engineering, manufacturing, installation and operations practices of GEII or its Parent Company as applicable to Covered Units and Parts. Technical Advisory Services do not include supervision or management of Customer's employees, agents or other contractors.

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1.29 Trip – Removal of a Covered Unit from the In-Service state (excluding normal Customer shutdowns) or, if not initially In-Service, cessation of fuel introduction into the Covered Unit.

1.30 Unplanned Maintenance - Maintenance Services and Parts that include neither Planned Maintenance nor Routine Maintenance, the need for which results from a Forced Outage or a need to eliminate the potential for a Forced Outage, or damage to or load restriction of a Covered Unit, or otherwise arises without advance planning or scheduling. Work performed under Article 4.0 of this ATTACHMENT (Warranty) shall not be considered Unplanned Maintenance.

1.31 Unplanned Maintenance Event - A single incident that results in the need to perform Unplanned Maintenance on a Covered Unit. For purposes of this definition, the need to provide various Parts and/or Maintenance Services for such Unplanned Maintenance shall be considered to arise from a single incident when the need is closely related in time and causation to the same, particular incident. Examples of Unplanned Maintenance Event(s) include, but are not limited to, the following:

(a) an event in which the In-Service failure of a lube oil pump results in both bearing damage and gas turbine bucket damage is one Unplanned Maintenance Event;

(b) an event in which a gas turbine failure occurs resulting in bucket damage and during the Outage to repair such bucket damage it is discovered that Unplanned Maintenance of the generator is also needed for reasons not attributable to the gas turbine failure is two Unplanned Maintenance Events;

(c) repeated In-Service failures of the lube oil pump are separate Unplanned Maintenance Events.

2.0 GEII SERVICES

2.1 GEII shall supply Maintenance Services and Parts necessary for the Planned Maintenance and Unplanned Maintenance of the Covered Units during the term of, and as specified in, this Agreement in a manner consistent with manufacturers' and/or designers written recommendations and Prudent Electrical Practices, and fulfill all GEII services under this Agreement, at the times necessary to meet the requirements of this Agreement and in accordance with the schedules established mutually. GEII shall also provide quarterly operational service reviews to assess the condition of the Covered Units. GEII's obligations are dependent upon Customer performance of Customer's responsibilities under this Agreement. GEII responsibilities are further described in ATTACHMENT 2, "GEII SERVICES".

3.0 CUSTOMER RESPONSIBILITIES

3.1 Customer shall perform Routine Maintenance of the Covered Units, maintenance of equipment outside the limits of the Covered Units, and operation of equipment and the

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Facility, all in accordance with the manufacturers' and/or designers' written recommendations and Prudent Electrical Practices. Customer shall furnish all services, materials and minor parts for performance of Routine Maintenance. Customer shall make the Covered Units reasonably available in a manner consistent with industry practice, the terms of this Agreement, and with reasonable consideration of Customer's need to serve its customers, for performance of GEII's services, and fulfill all Customer responsibilities and obligations under this Agreement, at the times necessary to meet the requirements of this Agreement and in accordance with schedules established mutually. Customer's obligations are dependent upon GEII's performance of GEII's obligations under this Agreement. Customer responsibilities are further described in ATTACHMENT 3, "CUSTOMER RESPONSIBILITIES".

4.0 **WARRANTY**

The warranty set forth in this Article 4 is in addition to, not in lieu of, GEII's obligations pursuant to this Agreement to provide Maintenance Services and Parts pursuant to its scope of work as described in ATTACHMENT 2 of this Agreement. All warranty work required to be performed hereunder shall be performed by GEII or its subcontractors or affiliates at their sole cost and expense.

4.1 GEII Warranty - The following warranties set forth in this Section 4.1 apply to the Maintenance Services and Parts provided by GEII under this Agreement:

4.1.1 Warranty of Maintenance Services - GEII warrants to the Customer that Maintenance Services provided under this Agreement will be free from defects in material, workmanship and title and shall be competently performed in accordance with Prudent Electrical Practices. The "Warranty Period" for each incident of Maintenance Services (except as to title, which warranty shall continue without expiration) shall be one (1) year from completion of the particular incident of Maintenance Services. If any failure to meet the warranty appears within the Warranty Period, on condition that Customer notify GEII promptly in writing thereof, GEII will re-perform said defective Maintenance Services. If re-performance is not practicable, GEII will furnish without charge services in an amount essentially equal to those which would have been required for re-performance, or make an equitable adjustment in the Price to the Customer based upon the Price of the defective Maintenance Services.

4.1.2 Warranty of Parts and Materials - GEII warrants to the Customer that Parts, and any incidental materials furnished with Maintenance Services provided under this Agreement, will be free from defects in material, workmanship and title. The "Warranty Period" (except as to title, which warranty shall continue without expiration) with respect to such goods shall be one (1) year after completion of installation by GEII or its subcontractors performing work under this Agreement, provided however, the Part or material has been properly stored, maintained in accordance with Customer's obligations in Attachment 3 and used by the Customer (if such Part has been given to Customer for such handling). If any failure to meet this warranty appears within the "Warranty Period", on condition that Customer notify GEII promptly in writing thereof, GEII will correct the failure by either,

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at its option, repairing or replacing the defective Part or material and such repair or replacement will include removal and replacement of parts of the Covered Units as provided in Section 4.2, below. If a failure in a Part or material cannot be repaired or replaced by GEII's reasonable efforts, the Parties will negotiate an equitable adjustment. This "Warranty Period" shall not apply to any Part or material which has a normal life shorter than the "Warranty Period" or is normally consumed in operation. Such Parts and material having a normal life shorter than the warranty shall be warranted for only their normal life. This warranty shall not apply to any Part or material, or portion thereof, which has been altered or repaired other than by GEII or its subcontractors or designees acting under this Agreement.

4.2 Obligations: The foregoing obligations of GEII described in this Article 4.0 are limited to the Maintenance Services and Parts supplied by GEII under this Agreement. GEII shall be responsible to "open and close" the Covered Units to remove, repair or replace defective Parts installed by GEII or re-perform Maintenance Services to the extent such defective Parts or Maintenance Services were provided by GEII under this Agreement, and GEII's responsibilities do not include any responsibility or obligation with respect to removal or replacement of systems, structures, or other parts of the Facility.

4.3 Tests: The conditions of any tests shall be mutually agreed upon and both Parties shall be notified of, and may be represented at, all tests that may be made.

4.4 Limitation: Any failure which is the basis for a warranty claim shall not be cause for any extension of the Warranty Period, provided however, that Maintenance Services provided or Parts repaired or replaced during the last Agreement Year pursuant to a warranty claim during the last Agreement Year, shall be rewarranted for one (1) additional Warranty Period. The preceding paragraphs of Article 4.0 set forth the exclusive remedies for all breach of warranty claims of the Customer based on failure of, or defect in, Maintenance Services or Parts, provided under this Agreement whether such breach of warranty claims, however instituted, are based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. EXCEPT AS SET FORTH IN ARTICLE 5.0, "PATENTS", THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5.0 PATENTS

5.1 Subject to the provisions of this Article, GEII warrants that the Parts sold, processes, hardware and software furnished and work performed hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any (i) United States patent, (ii) non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union,

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Canada or Japan, (iii) United States copyright, and (iv) other intellectual property right of the United States. If notified promptly in writing and given authority, information and reasonable assistance, and contingent upon Customer not making settlement adverse to GEII in connection with such claim, GEII shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on such a claimed infringement relating to this Agreement and GEII shall pay all damages and costs awarded therein against the Customer relative thereto. In case any Parts, processes, hardware, software or work are in such suit or proceeding held to constitute such an infringement and the use for the purpose intended of said Parts, processes, hardware, software or work is enjoined, GEII shall, at its expense and option, either procure for the Customer the right to continue using said Parts, processes, hardware, software or work or replace same with non infringing Parts, processes, or work, or modify the same so they become non infringing. The foregoing states the entire liability of GEII for any rightful claim of any third party that the Parts sold, processes, hardware and software furnished and work performed hereunder, and any part thereof, infringe any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union, Canada or Japan, any United States copyright, and any other intellectual property right of the United States.

Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of this Agreement shall not apply to claims arising under this Section 5.1. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, below, all liability of GEII for such claims shall expire at the expiration of the statute of limitations applicable to such claims.

5.2 The preceding Section 5.1 shall not apply to any Parts or processes manufactured to the Customer's design, or claims relating solely to the use by Customer, without the written consent of GEII or its Parent Company, performing work under this Agreement, of any Parts or processes furnished hereunder in conjunction with any other goods or processes not provided by GEII or by its Parent Company, provided however, that this exclusion does not apply to combinations recommended or permitted by GEII's Parent Company. As to any such Parts, processes manufactured to the Customer's design, or use in such unacceptable combination, GEII assumes no liability whatsoever for infringement of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right, and the Customer will hold GEII harmless against any claim of infringement (to the extent arising from such unacceptable combination) of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right.

6.0 EXCUSABLE DELAYS

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The term "Excusable Delay" means a delay in performance due to any of the following: (i) acts of God, (ii) site conditions, (iii) Customer caused physical damage to the work at the site, (iv) failure of Customer to timely perform any of its obligations under this Agreement (except the payment of money), (v) acts of civil or military authority, fires, binding governmental priorities applicable to the Parts and Maintenance Services to be delivered under this Agreement, (vi) strikes or other labor disturbances, (vii) floods, unusually severe weather conditions, epidemics, war or riot, (viii) delays in transportation provided by a third party common carrier (provided the delay does not arise as the result of a pricing issue between GEII or its Parent Company and said third party carrier), (ix) acts beyond the reasonable control of GEII or its Parent Company or other events similar to the foregoing affecting GEII or its subcontractors or suppliers, or (x) actions or inactions of third parties who are not subcontractors or suppliers of GEII, but only to the extent any of the foregoing directly affect GEII's ability to perform its work in accordance with this Agreement and are beyond GEII's commercially reasonable control and GEII's commercially reasonable efforts to prevent, avoid or mitigate. GEII shall have no liability for nonperformance due to Excusable Delay. In the event of an Excusable Delay, all times of performance shall be extended by a period equal to the time lost solely by reason of such delay. As soon as practicable after the commencement of any Excusable Delay, GEII shall give written notice to Customer of the event and the details of the event giving rise to the delay. Except in the case of an Excusable Delay caused solely by Customer's failure to timely perform any of its obligations under this Agreement, GEII shall have the duty to expeditiously suggest an alternate solution to attempt to mitigate or resolve the delay or the effects of the delay. In the event that the delay extends beyond thirty (30) days, the Parties hereto shall be required to negotiate a reasonable resolution or plan to mitigate or resolve the effects of the delay, which is mutually acceptable to the interests of both Parties. Settlement of strikes and other labor disturbances shall be entirely within the discretion of GEII. Provided, however, in the event of a strike by the employees of GEII or any of its subcontractors or suppliers which affects GEII's performance of its obligations hereunder, GEII agrees to use its commercially reasonable efforts to provide Maintenance Services and Parts to mitigate the impact of such Excusable Delay.

In the event GEII is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, and such delay causes actual additional costs to GEII, after using commercially reasonable efforts to prevent, avoid, or mitigate, GEII shall be entitled to an equitable price adjustment to include such actual additional costs for such Extra Work in accordance with Article 15 of this ATTACHMENT, in addition to extension of the time of performance.

In the event that an Excusable Delay continues for more than one hundred-eighty (180) days, either Party, upon thirty (30) days written notice, may terminate this Agreement in accordance with Section 9.1 hereof of these Terms and Conditions.

7.0 TERMS OF PAYMENT

Customer shall make payments to GEII under this Agreement at the times and in the manner specified in said ATTACHMENT 4. Except as otherwise provided in Attachment

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4, and Customer's right to set-off liquidated damage amounts payable by GEII to Customer under Attachment 2, Section 8.0, and Attachment 7 (if the Parties agree to add an availability guarantee) against amounts payable by Customer to GEII, payment shall be made without deduction or setoff.

8.0 SALES AND SIMILAR TAXES

Under existing Florida law, the Parties anticipate that all or a portion of the Maintenance Services and Parts will be exempt from Florida sales and use taxes. However, Customer shall be responsible for any applicable present or future Florida sales and use taxes which may be due on the Price or any other prices as set forth in ATTACHMENT 4, and adjustments hereunder, and GEII shall be relieved of its obligations to collect and remit any such taxes to the State of Florida, if applicable. Customer shall provide GEII with written evidence of tax exemption or written evidence confirming Customers right to accrue such sales and use taxes and remit the same directly to the State of Florida. GEII agrees to pass on to Customer the benefit of any valid tax exemptions GEII may receive under this Agreement. GEII shall pay all customs, import, payroll and gross receipts taxes or any sales or use taxes on consumables, non-exempt items, GEII's overhead, supplies and equipment used in connection with the Maintenance Services and Parts provided under this Agreement. In the event GEII is required to pay any Florida sales or use taxes on exempt items under this Agreement, after providing reasonable notice to Customer, Customer shall reimburse GEII for such taxes as an addition to the Price or payments connected with Extra Work under ATTACHMENT 4.

9.0 TERMINATION

9.1 Termination upon Excusable Delay –

If an event of Excusable Delay, as described in Article 6, continues for one hundred-eighty (180) days, either Party (except for delays described in Article 6.0 (ii), (iii) and (iv), to the extent such delay is intentionally caused by Customer) may terminate this Agreement upon two (2) days' written notice. If an event of Excusable Delay as described in Article 6 (vi) continues for one hundred twenty (120) days, either Party may terminate this Agreement upon two (2) days' written notice, provided however, a Party may not terminate this Agreement due to a strike by its employees or employees of its sub-contractors or vendors. If Customer is the Party that elects to terminate under this Section 9.1, Customer (in satisfaction of its obligations hereunder) shall pay GEII all the price due to GEII pursuant to ATTACHMENT 4, pro rated to the date of termination, for work performed by GEII hereunder.

9.2 Termination for Convenience

In accordance with the table below, beginning after the completion of the first hot gas path inspection on each Covered Unit, either Party (the "Terminating Party") may terminate this Agreement in whole, but not in part, effective as of the end of any

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Agreement Year by giving written notice at least one hundred twenty (120) days in advance and making payment, ninety (90) days prior to the effective date of such termination for convenience, to the other Party (the "Non-terminating Party") of the buy out amount specified in this Section 9.2. The Terminating Party shall also pay to the Non-terminating Party a termination Price adjustment in accordance with Attachment 4, Section 3.3, no later than ninety (90) days prior to the effective date of such termination. In addition, all payments required under this Agreement for performance prior to the effective date of such termination and all payments due prior to such termination date shall be paid in accordance with this Agreement. Prior to terminating for convenience, the Parties agree to hold a meeting of responsible executives to discuss mutually agreeable alternatives to termination. Provided, however, notwithstanding such meeting, the Terminating Party shall continue to have the right to terminate this Agreement at its sole and absolute discretion. The foregoing specified in this Section 9.2 shall be the sole and exclusive rights and liabilities of the Non-terminating Party and Terminating Party, respectively, on account of termination for convenience.

The "Buy Out Amount" is specified in the table included in this Section 9.2. The Parties agree that the damages likely to be incurred by the Non-terminating Party in the event of termination will be difficult to measure, that the Buy Out Amount is reasonable, and that the Buy Out Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

Termination for Convenience Calculation Table

Maintenance completed trigger	Buy-Out Amount per Covered Unit
After the first hot gas path through completion of the first major inspection	$2,800,000
After the first major inspection through the CSA End Date	$2,800,000

9.3 Termination by Customer –

Upon written notice, Customer may terminate this Agreement upon the occurrence of any of the following:

a) In the event that GEII ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against GEII under bankruptcy or insolvency laws;

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b) If within thirty (30) days after commencement of any proceedings against GEII seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without GEII's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

c) If GEII exceeds the ten (10) day cap as described in Article 8.0 of ATTACHMENT 2 and fails to reasonably cure such breach within two (2) days of notice from the Customer;

d) If GEII commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by the Customer, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the Customer, fails to commence a and diligently pursue an effective cure within such thirty (30) day period and to provide reasonable evidence to Customer of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach.

9.4 Termination by GEII

Upon written notice, GEII may terminate this Agreement upon the occurrence of any of the following:

a) In the event that Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against Customer under bankruptcy or insolvency laws;

b) If within thirty (30) days after commencement of any proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without Customer's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

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c) If Customer commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by GEII, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the GEII, fails to commence and diligently pursue an effective cure within such thirty (30) day period and to provide reasonable evidence of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach

In the event of termination under Section 9.3 or 9.4, above, the non-defaulting Party may, in addition to terminating this Agreement, pursue any remedies available at law or in equity resulting from such termination.

9.5. Other Termination Events - In the event that a particular Covered Unit is permanently removed from service because such Covered Unit is damaged beyond repair, the Parties hereby agree to remove such Covered Unit from this Agreement, and Customer shall pay GEII all the Price due to GEII pursuant to Attachment 4, pro rated to the date of termination for such Covered Unit, and seven thousand dollars ($7,000) for each Covered Unit removed from service per Quarter from the date of termination through the anticipated CSA End Date for such Covered Unit, and subject to an equitable Price adjustment, if any, for Parts sharing.

9.6. If Acceptance (as defined in the Equipment Contract) has not occurred with respect to a Covered Unit within six (6) months after the first Performance Test (as such term is defined in the Equipment Contract) is conducted by Customer with respect to such Covered Unit, Customer shall have the right to either terminate this Agreement with respect to such Covered Unit or, alternatively, negotiate an equitable adjustment to the Price with respect to such Covered Unit. In the event of termination under this Section 9.6, Customer (in satisfaction of its obligations hereunder) shall pay GEII all the Price due to GEII pursuant to Attachment 4, pro-rated to the date of termination, for work performed by GEII hereunder with respect to such Covered Unit.

9.7. In the event of termination prior to the expiration of this Agreement, the Parties agree to pay the termination Price adjustment in accordance with Section 3.3 of Attachment 4.

10.0 TITLE

10.1 GEII hereby warrants to Customer full and unrestricted title to the Maintenance Services and Parts furnished by GEII to Customer under this Agreement, free and clear of any and all charges, liens, burdens, restrictions, reservations, security interests and encumbrances of any kind and nature. Title to Parts to be shipped from within the United States shall pass to Customer when available for shipment from GEII's factory or other point of shipment (including all equipment or materials from GEII's subcontractors and suppliers which are delivered directly to the Facility or Customer's Polk Power Station, as described below, from their respective factories). Title to Parts shipped from a country other than the United States shall pass to Customer at the port of export immediately after

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such Parts have been cleared for export. If any Parts are shipped into storage under Section 11.1, including storage at the facility where manufactured, title shall thereupon pass to Customer if it had not already passed. GEII shall retain risk of loss for all Parts shipped under this Agreement until such Parts are delivered to the Facility, or Customer's Bayside Power Station, as directed by the Customer.

10.2 Title to Maintenance Services will pass to Customer as said Maintenance Services are performed.

10.3 The title and right of possession of equipment or parts of Customer repaired or modified in GEII facilities or those of GEII's suppliers or subcontractors shall remain with the Customer except for title to Parts removed from the Covered Units, which shall pass to GEII pursuant to Sections 10.4 and 10.5, below. Risk of loss for Parts and Maintenance Services while in GEII's care, custody and control shall be with GEII. In the event, however, that Customer purchases additional capital Parts pursuant to Attachment 2, Section 5.4, title and right of possession of such capital Parts shall remain with the Customer upon removal from a Covered Unit. If Customer denies GEII use of such capital Parts in order to fulfill GEII's obligations under this Agreement, any costs associated with repairs or replacement of such capital Parts shall be performed by GEII as Extra Work.

10.4 Except as set forth in Section 10.5, below, Customer shall pass to GEII title and right of possession to all parts removed from a Covered Unit by GEII as part of GEII's scope of services under, and during the term of this Agreement. Title and right of possession shall pass to GEII upon completion of removal of the part from the Covered Unit. Customer warrants good title to such removed parts. Failure of GEII to provide replacement Parts for Customer's parts removed by GEII for which title has passed to GEII shall constitute a material breach of this Agreement.

10.5 If it becomes necessary to transport Parts between Customer's facilities, Customer shall bear the expense of moving Parts between Customer's facilities, and shall retain risk of loss during transit. In the event the Parts are damaged during transport between Customer's facilities and such damage results in delaying GEII's ability to perform Planned Maintenance or Unplanned Maintenance under this Agreement, any liquidated damages under the Peaking Reliability and Annual Availability Guarantees in Attachment 7 (if the Parties agree to add an availability guarantee) shall be equitably adjusted.

10.6 Customer shall retain title to all Parts removed from the Covered Unit during the final combustion inspection performed during the term of this Agreement. GEII shall deliver said used parts to Customer's warehouse at the Facility in their "AS-IS" condition.

11.0 SHIPMENT

11.1 If the Customer is unable, through no fault of GEII under this Agreement, to accept shipment in accordance with the then current schedule of the Agreement, on the date

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when GEII is prepared to make such shipment, GEII shall have the right to deliver into storage all goods held as a result of the Customer's said inability and all reasonable expenses of storage and reshipment shall be to the Customer's account and paid to GEII by Customer within thirty (30) days of GEII's invoice(s). In the event Customer's inability to accept shipment is caused by GEII's failure hereunder including, but not limited to GEII's failure to conform to the then-current schedule, all such costs shall be to GEII's account.

12.0 CUSTOMER'S INSPECTION

12.1 Upon advance notice, employees of Customer, and/or representatives of Customer approved by GEII and, where applicable, its Parent Company (which approval shall not be unreasonably withheld provided that they are not agents or employees of competitors of GEII or its Parent Company), shall be admitted at reasonable times to the manufacturing facilities of GEII or its Parent Company and their suppliers' facilities on a reasonable basis and upon advance notification for the purpose of witnessing inspection of the Parts to be furnished or in the process of refurbishment and determining status of production. Such access shall be limited to areas directly concerned with Customer's Parts and shall not include restricted areas where developmental work or work of a proprietary nature is being conducted. However, neither completion of production work nor shipment shall be delayed to accommodate the inspector. GEII shall provide reasonable advance coordination with Customer so as to facilitate scheduling of such Customer inspections.

13.0 COMPLIANCE WITH LAWS

The Parties' performance hereunder shall comply with all applicable federal, state and local laws, rules and regulations. The Price set forth in this Agreement, however, are based upon the design, manufacture and delivery by GEII or its Parent Company pursuant to their design criteria, manufacturing processes and procedures and quality assurance programs and applicable laws, rules and regulations, all in effect on the Effective Date of this Agreement.

Therefore, in the event that changes in any applicable federal, state or local laws, rules or regulations occurring after the Effective Date of this Agreement require any changes in the performance of GEII or its Parent Company including, but not limited to, design criteria, manufacturing processes and procedures or quality assurance program, the Price will be adjusted equitably to reflect the change. Any other provisions, including but not limited to schedule, which are affected by such change will be equitably modified as appropriate. If the change is not possible, GEII will so notify the Customer and the Customer may terminate the Agreement in accordance with Section 9.1 herein (as if an Excusable Delay had continued for more than one hundred-eighty (180) days for purposes of Section 9.1), or direct completion without change and assume responsibility for obtaining any necessary waivers.

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Notwithstanding the foregoing paragraphs, no modification in Price or the pricing as set forth in Attachment 4 for Extra Work will be made as a result of any general change in the manufacturing facilities of GEII or its Parent Company or suppliers, resulting from the imposition of any requirements by any federal, state or local government activity.

14.0 SITE CONDITIONS

14.1 Each Party assumes that any information furnished by the other Party is accurate and complete and is relying on such information. To the extent GEII obtains actual knowledge of any conditions at the Customer's Facility site additional to or different from those normally expected or indicated in Customer-furnished information, or that are previously unknown physical conditions at the Customer's Facility site, GEII shall promptly notify the Customer prior to proceeding. If such conditions cause an increase in GEII's cost of, or the time required for, performance of any part of the work under this Agreement, and provided that GEII was unaware of said conditions when the work was priced, an equitable adjustment shall be made, including without limitation an adjustment of price and/or schedule.

14.2 If GEII encounters on the Facility site, pre-existing asbestos, toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute or ordinance or regulations issued thereunder), collectively referred to in this Article as hazardous substances ("Hazardous Substances"), which require special handling and/or disposal, or such substances are introduced to the site by Customer or others, the Customer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Agreement may safely proceed. If any such Hazardous Substances cause an increase in GEII's cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Price, or schedule or both, as appropriate. Customer agrees to properly dispose of all Hazardous Substances. Customer shall indemnify GEII for any and all claims, damages, losses, causes of action, demands, judgments, and expenses, including without limitation attorneys' and consultants' fees and expenses arising out of or relating to the presence of any such Hazardous Substances which are: (i) present on the site prior to the commencement of GEII's work or (ii) improperly handled or disposed of by Customer, or (iii) brought to the site or produced thereon by parties other than GEII or its subcontractors, performing work under this Agreement, except to the extent that GEII's or its suppliers' or subcontractors' acts or omissions have been negligent or willful with respect thereto and thereby (1) caused a release of pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others, (2) exacerbated the pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others, or (3) rendered removal or remediation of pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others more costly. GEII shall indemnify Customer for any and all claims, damages, losses, causes of action, demands, judgments and expense, including, without limitation, attorneys' and

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consultants' fees and expenses arising out of or relating to the release of Hazardous Substances due to the negligence of GEII or its subcontractors performing under this Agreement.

15.0 CHANGES, DELETIONS AND EXTRA WORK

Customer has the right (but not the obligation) to direct GEII to perform, changes, including deletions (except material deletions which materially reduce GEII's workscope in this Agreement) and Extra Work, within the general scope of the goods and services to be performed by GEII under this Agreement, subject to an equitable adjustment of the Price or schedule and/or obligations, as applicable. Upon submittal of a written request by Customer to GEII to perform Extra Work, or to alter, add to, or deduct from GEII's scope of work hereunder, GEII shall submit to Customer a written estimate of any adjustments to the scope of work, the schedule, the Price, or any adjustments to the warranty or other obligations or other impacts that would result from the change. In the case of emergency work, GEII shall proceed with the change or Extra Work as directed in writing by the Customer and any applicable Price adjustment shall be at the time and material rates as set forth in ATTACHMENT 4, otherwise, any difference in Price, schedule, rights and/or obligations, including without limitation GEII's warranty obligations, resulting from such technical changes must be mutually agreed upon in writing prior to proceeding with the affected part of the work. Any applicable price adjustment for any such Extra Work or change shall be determined in one or more of the following ways: (1) by mutually agreed upon firm lump sum price, or (2) by unit Price as specified in this Agreement or otherwise agreed upon in writing, or (3) at time and material rates as set forth in Section 1.3.2 of ATTACHMENT 4 of this Agreement, or (4) such other basis as the Parties mutually agree upon in writing. All changes and Extra Work shall be performed and paid for or credited, as applicable, pursuant to the terms of this Agreement. Any changes not authorized by Customer as provided in Section 1.3.2 of ATTACHMENT 4 and Article 15.0 of ATTACHMENT 5 shall be at GEII's expense.

16.0 NUCLEAR APPLICATION

The Parts and services, including incidental materials and components repaired by GEII, furnished under this Agreement are not intended for use, and shall not be used, in connection with nuclear installations or applications using steam from a nuclear source of steam supply. Customer warrants that it shall not use such goods and services for such nuclear applications or activity, or permit others to do so, unless such use is specifically agreed upon in advance and in writing by GEII or its Parent Company. If any such use occurs without such consent of GEII or its Parent Company, GEII disclaims all liability and responsibility of any kind, whether arising as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise for any nuclear or other damage, injury, or contamination, arising out of or related to such use, and Customer shall indemnify GEII against any such liability and responsibility.

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17.0 LIMITATIONS OF LIABILITY

17.1 GEII's liability on all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any materials, parts or services covered by or furnished under the Agreement or any extension of expansion thereof, shall in no case exceed the following limits:

(i) From the Effective Date to the Polk Unit 3 CSA Start Date, the total of such liability shall not exceed $4,050,000 for all claims arising during each Agreement Year or pro rata portion thereof. From the Polk Unit 3 CSA Start Date and through the CSA End Date for Polk Unit 2, for all claims arising during any Agreement Year, the cumulative total of such liability shall not exceed $7,200,000 for each Agreement Year, provided that, for the Agreement Year in which the CSA End Date for Polk Unit 2 occurs, such annual cumulative limitation shall be pro rated according to the number of days in such Agreement Year up to the date in which the CSA End Date for Polk Unit 2 occurs. From the Polk Unit 2 CSA End Date to the CSA End Date of Polk Unit 3, the cumulative total of such liability shall not exceed $4,500,000 for each Agreement Year, pro rated to take into account the remaining days in such Agreement Year to which the foregoing amount applies. In any event, for the Agreement Year in which this Agreement either expires or terminates, such annual cumulative limitation shall be pro rated according to the amounts specified above and the number of days in such Agreement Year up to the date in which this Agreement either expires or terminates. For all claims arising during each twelve (12) month period after the earlier of expiration or termination of this Agreement, the total of such liability for each such twelve (12) month period shall not exceed $4,700,000.
The aggregate, cumulative liability of GEII under this paragraph 17.1 (i) shall not exceed $71,100,000, plus the amount paid by Customer for Extra Work on the Covered Units. The limitation of liability provided in this paragraph 17.1 (i) shall apply to all Maintenance Services and Parts performed or provided by GEII under this Agreement, except for Extra Work that is not performed or provided on the Covered Units, which limitation of liability is set forth in paragraph (ii) below.

(ii) With respect to Extra Work that is not performed or provided on the Covered Units, the limitation of liability shall be mutually agreed to by the Parties, but shall in no case be less than the total amount required to be paid by Customer for such Extra Work.

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(iii) Except as to warranty of title to any goods furnished, all such liability shall terminate four (4) years following the termination or expiration of this Agreement. However, such four (4) year period shall not operate to extinguish such detailed written claims of Customer which have been made prior to the expiration of the applicable warranty period.

17.2 In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party or their respective employees, suppliers, or subcontractors, be liable for special, incidental, punitive, indirect, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, downtime costs, or claims of customers of the other Party for such damages ("Consequential Damages").

17.3 In no event shall GEII be liable under this Agreement for any loss or damage: (1) arising from its failure to discover or repair latent defects or defects inherent in the design of Customer's equipment that are not part of the Covered Unit (or equipment pursuant to which Extra Work is performed) under this Agreement, or (2) caused by the use of goods or performance of services against the advice of GEII; provided however, that the use of goods and services consistent with that advice previously provided by GE pursuant to the Equipment Contract, or otherwise consistent with GE practice in the industry as applicable to the Facility, shall not be deemed contrary to GEII's current advice for purposes of this clause. If GEII furnishes Customer with advice concerning any products or systems which are not part of the Covered Unit (or products or systems that are not the subject of Extra Work) and such advice does not relate to Maintenance Services and Parts provided under this Agreement (including Extra Work performed hereunder), the furnishing of such advice or assistance will not subject GEII to any liability hereunder whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Nothing in this section 17.3 shall effect Customer's rights under any other agreement with GEII or its affiliates.

18.0 AGREEMENT

The Agreement consists of the "Contractual Services Agreement" and the attachments identified in this Contractual Services Agreement, including these Terms and Conditions. In the event of any conflict between provisions in these Terms and Conditions and the other parts of this Agreement, these Service Agreement Terms and Conditions shall take precedence.

19.0 NOTICES

19.1 All notices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal-in-hand delivery, sent by facsimile transmission, sent by prepaid certified mail return receipt requested, or sent prepaid by recognized overnight delivery service (such as Federal Express), delivered or addressed to the Notice Address and contact person set forth in this Agreement.

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19.2 Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of facsimile transmission, on the date shown on the return receipt in the case of mailing, or on the date of delivery in the case of overnight delivery service. Either Party may modify its contact person and/or Notice Address by advance notice to the other Party.

20.0 INDEMNITY AND DEFENSE OBLIGATIONS

GEII agrees to indemnify and hold harmless Customer, including Customer's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of GEII, and the persons employed or utilized by GEII, in the performance of this Agreement. Customer shall likewise indemnify and hold harmless GEII, including GEII's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Customer, and the persons employed or utilized by Customer (excluding GEII, its affiliates and subcontractors), in the performance of this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Customer and GEII, the loss or expense shall be borne by each Party in proportion to its degree of negligence, recklessness or intentional wrongful misconduct. For purposes of GEII's indemnity responsibility under this Article 20.1, no portion of the Covered Unit(s), Facility or the Site is considered third party property.

20.1 For purposes of this Article 20, the term "liabilities, damages, losses and costs" shall mean any and all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, resulting from or by reason of any damage to property of third parties or personal injury, including death, of persons, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise.

20.2 In addition to their indemnification obligations set forth in Section 20.1, above, each Party agrees to also undertake, at its own expense and with counsel reasonably satisfactory to the other Party, the defense of any claim or action for which and to the extent such Party is required to indemnify the other Party under Section 20.1, above.

Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of these Terms and Conditions shall not apply to claims arising under this Article 20, INDEMNITY. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, above, all liability of GEII for such claims shall expire on the later of four (4) years after the expiration or termination of this Agreement or the expiration of the statute of limitations applicable to such claim.

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21.0 INSURANCE

21.1 GEII will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to GEII's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) General/Public Liability insurance in an occurrence form for GEII's protection providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages, including coverage for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual liability; (vi) Broad Form Property Damage; (vii) XCU; and (viii) Personal Liability.

c) Automobile Liability Insurance, in a comprehensive form, for GEII's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.2 GEII, and GEII's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by GEII in accordance with Section 21.1 hereof shall not be canceled or changed without thirty days' advance written notice to Customer of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, GEII shall deliver to Customer a certificate(s) of insurance evidencing that the insurance required to be maintained by GEII in accordance with Section 21.1 of ATTACHMENT 5 is in full force and effect. The certificate(s) shall identify as the certificate holder: Tampa Electric Company, Attention: Tampa Electric Company, Procurement and Real Estate Department, Insurance Coordinator, Post Office Box 111, Tampa, Florida 33601-0111, to which address it shall be mailed or delivered.

21.3 Customer will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to Customer's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

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b) Any all Risk Property and Boiler and Machinery insurance applicable to the Covered Units or the Facility, which policy shall contain, and Customer hereby agrees to obtain from the insurer, a waiver of subrogation in favor of GEII, its subsidiaries and affiliates, performing under this Agreement.

c) General/Public Liability insurance in an occurrence form for Customer's protection, providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages including coverages for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual Insurance; and (vi) XCU; and (viii) Personal Liability.

d) Automobile Liability Insurance, in a comprehensive form, for Customer's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.4 Customer, and Customer's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by Customer in accordance with Section 21.3 shall not be canceled or changed without thirty days' advance written notice to GEII of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, Customer shall deliver to GEII a certificate(s) of insurance evidencing that the insurance required to be maintained by Customer in accordance with Section 21.3 (b) of this Agreement is in full force and effect. The certificates shall identify as the certificate holder: General Electric International, Inc., Attention: General Manager, Contractual Services, 4200 Wildwood Pkwy., Atlanta, GA 30339, Phone (770)-859-7793, Fax (678)-844-5312, to which address it shall be mailed or delivered.

22.0 PROPRIETARY INFORMATION

22.1 Any data or other information of a proprietary nature (hereinafter "Proprietary Information") which is supplied by GEII to the Customer and clearly marked "Proprietary", in connection with this Agreement, shall be used by the Customer only for the purpose for which such Proprietary Information was supplied to it, and the Customer shall hold such Proprietary Information in confidence except insofar as it may be necessary for Customer to disclose the same to third parties retained by Customer to assist in engineering, construction, maintenance or repair of Customer's Equipment, and associated structures and facilities, or to provide goods or services bearing a relation to the Equipment and/or Work supplied by GEII under this Agreement; and the Customer shall not make any such disclosure of Proprietary Information to a third party without first binding such third party to treat such information as confidential. The title to any

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Proprietary Information supplied by GEII to the Customer shall remain in GEII and no license beyond the limited right of use of such information set forth above shall be deemed granted to the Customer with respect to such Proprietary Information. Customer and GEII agree that general arrangement type drawings will not be considered or marked "Proprietary".

22.2 Permitted Disclosure Notwithstanding the foregoing restrictions, Customer shall have the right to disclose Proprietary Information furnished hereunder to any regulatory authority, administrative hearing officers or equivalents or courts of competent jurisdiction ("Authority") to the extent required by such Authority. Except as required by securities laws, should Customer undertake to disclose Proprietary Information in accordance with this Section 22.2, Customer agrees to give GEII advance written notice of such undertaking, to make reasonable efforts to secure confidential treatment of such Proprietary Information by the Authority, and to permit GEII to participate in discussions with such Authority with regard to such confidential treatment.

22.3 Confidential Information In the course of performance of services of GEII for the Customer, it is inevitable that certain confidential information will be revealed to one Party by the other or that either Party will obtain knowledge of such confidential information through other sources. Each Party agrees to maintain such confidential information except when such confidential information or Proprietary Information described in Section 22.1 is made known publicly or by a third party authorized to release such confidential information. Neither Customer nor GEII shall release any information pertaining to this Agreement or use the name of the Customer and GEII on any public releases without prior written consent of the Customer and GEII.

23.0 OPERATING RECORDS

Customer shall maintain full, complete and accurate records concerning operation of the Covered Units and Facility and the performance of all maintenance undertaken by the Customer. Such records shall include, without limitation, a detailed and timely operating log, logs and printouts of and from the control system(s) of the Covered Unit and Facility, and documentation of all Routine Maintenance, and other maintenance, performed by Customer or Customer's other contractors. Upon request by GEII, Customer shall provide GEII with access to review and/or copy such records. GEII shall provide to Customer complete and accurate reports describing Maintenance Services performed by GEII upon the Covered Units.

24.0 DISPUTE RESOLUTION

24.1 Any controversy, dispute or claim between GEII and Customer, that cannot be resolved informally shall initially be referred, on five days written notice, to a meeting between GEII's Assigned Technical Advisor and Customer's representative.

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24.2 If the matter is not resolved at the meeting referred to above or, if such meeting does not occur, either party may, within ten (10) business days after the date of such written notice, present the matter to the management of GEII and Customer for resolution. To this end, GEII agrees that the General Manager of Contractual Services , or a representative thereof fully authorized to resolve the dispute, will meet with an Officer of the Customer or a representative thereof fully authorized to resolve the dispute, within seven (7) business days following presentation of the matter to them.

24.3 If the matter is not resolved within twenty (20) business days after the meeting held pursuant to the provisions of Section 24.2 above, or if such meeting is not held within thirty (30) days of the written notice in Section 24.1, either Party is then free to pursue whatever legal remedies it may have. Any legal proceedings shall be venued in U.S. Federal or State courts located in the State of Florida.

25.0 GENERAL

25.1 Any assignment or attempted assignment of any rights or duties under this Agreement, by either Party, without the prior written consent of the other Party, shall be void.

25.2 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other party or person, except as specifically provided herein. Customer represents that it is the sole owner of the Facility or Facilities and the Covered Units for which the Parts and Maintenance Services are to be provided hereunder.

25.3 Upon prior approval from Customer, GEII may subcontract its work scope, in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GEII subcontracting for craft labor services, trailers, cranes, temporary toilet facilities, however, Customer retains the right to restrict access to the Facility in the event that a subcontractor is not approved to work at the Facility, which approval shall not be unreasonably withheld. GEII shall be solely responsible for the engagement, contracting with and management of its subcontractors in the performance of the work, and the creation of any subcontractor relationship shall not relieve GEII of its obligations hereunder.

25.4 Waiver by either Party, on any one or more occasion(s), of any right under this Agreement shall not be deemed a waiver of such right for any other or future occasion, or waiver of any other rights hereunder.

25.5 This Agreement contains the entire and only agreement between the Parties respecting Maintenance Services and Parts for the Covered Units, and supersedes all prior and contemporaneous agreements, understandings, offers and statements. No oral or written statement, representation, warranty, course of dealing or trade usage not specifically

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contained or referenced in this Agreement will be binding on either Party. Notwithstanding the foregoing, it is agreed that:

(i) The Equipment Contract, including but not limited to all remedies, indemnifications, warranties and other terms and conditions contained therein are not modified or superseded by this Agreement and continue to exist subject to and in accordance with their terms. Notwithstanding any provision herein to the contrary, warranty work and corrective action required to be performed by the Parent Company under the Equipment Contract shall not be invoiced under this Agreement.

25.6 Invalidity, in whole or in part, of any of the articles or sections set forth in this Agreement will not affect the remainder of such article or section or any other article or section of this Agreement. Except for the Definitions, article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

25.7 Except for any remedy that is expressly stated herein to be the sole and exclusive remedy (or words of like import) available to a Party for a specific failure to perform hereunder, which remedy shall be the sole and exclusive remedy available to a Party for such failure to perform, all other remedies under this Agreement shall be cumulative and in addition to every other remedy available under this Agreement or at law or in equity and may be exercised concurrently or separately, and the exercise of any one such remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.8 During the period of this Agreement and in connection with charges under this Agreement for changes or Extra Work performed on a time and material basis or for any claim whatsoever for additional costs based on GEII's actual costs (but not lump sum changes accepted by Customer by Change Order), GEII shall maintain a set of accounts and records including all financial documents, correspondence, data, files, record layouts and codes, and any other financial evidence which shows and supports the aforesaid charges. The system of accounts to be used by GEII shall be in accordance with generally accepted accounting principles. GEII shall preserve these records for a period of three years after final payment pursuant to this Agreement. Customer shall have the right to review such accounts and records at all reasonable times after having first given its notice to do so.

25.9 If a Party's obligations under Article 20, INDEMNIFICATION AND DEFENSE OBLIGATIONS, hereunder are for any reason and to any extent found to be unenforceable under applicable law, the Parties shall continue to be obligated to indemnify, hold harmless and defend the other Party (including the other Party's officers and employees) from liabilities, damages, losses and costs (as such terms are defined in Section 20.2, above), including but not limited to reasonable attorneys' fees, to the fullest extent permitted under applicable law; provided that such obligation of the Parties shall in no event exceed the obligations set forth in Article 20 hereof.

25.10 No modification, amendment, rescission, waiver, or other change of this Agreement will be binding on either Party unless agreed to by the Parties in writing.

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25.11 In performing this Agreement, GEII shall be an independent contractor of the Customer. Nothing herein is intended to create a partnership or joint venture between the Parties or to otherwise alter GEII's independent contractor status.

25.12 The prices set forth in the Agreement are based on the understanding that the obligations of GEII under this Agreement will supplement and not duplicate the obligations under the separate Equipment Contract.

25.13 Governing Law: The validity, performance and all matters relating to the interpretation and effect of this Agreement with respect to mechanics liens, real estate, indemnity, payment, termination, warranty and performance guarantees, shall be governed by the laws of the State of Florida. All other matters, including but not limited to limitation of actions, shall be governed by the laws of the State of New York. It is the intention of Customer and GEII to contractually shorten the Statute of Limitation applicable to issues arising under this Agreement. Any action or proceeding brought hereunder shall be brought in the location of Customer's principal place of business.

25.14 Survival - Subject to the liability time limitations contained herein, the provisions entitled "Pricing" (Attachment 4), "Warranty" (Article 4), "Patents" (Article 5), "Sales and Similar Taxes" (Article 8), "Termination" (Article 9), "Limitations of Liability" (Article 17), "Site Conditions" (Article 14), "Nuclear Application" (Article 16), "Notices" (Article 19), Indemnity (Article 20), "Insurance" (Article 21), "Proprietary Information"(Article 22), "Dispute Resolution" (Article 24), and "General" (Article 25) ", as applicable, shall survive termination, expiration or cancellation of this Agreement.

25.15 Article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

26.0 PROPERTY DAMAGE WAIVER AND INDEMNITY

26.1 Except to the extent GEII has responsibility under Article 4.0, "Warranty", and for intentional acts or omissions of GEII, Customer waives rights of recovery against GEII, whether Customer's claim is brought under breach of contract, warranty (except as provided above in this Section 26.1), indemnity, tort (including negligence), strict liability or otherwise, for loss or damage to the property of Customer located at the Facility. However, notwithstanding the foregoing, to the extent that the loss or damage to such property of the Customer is caused by the negligence of GEII, GEII shall be responsible for the lesser of (i) Customer's self-insurance retention deductible under its insurance maintained as specified in Section 21.3 for damage to Customer's property, or (ii) Five Hundred Thousand Dollars per event. GEII's responsibilities hereunder for damage to Customer's property shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000) in any Agreement Year (including each twelve (12) month period during the four (4) year period following the earlier expiration or termination of this Agreement), which amount shall be pro rated for partial Agreement Years or twelve (12) month

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periods, as applicable. This Article 26.0 shall not apply to Customer's property to the extent GEII has risk of loss with respect thereto under Article 10, TITLE, above.

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ATTACHMENT 6

SITE AND SAFETY REQUIREMENTS

These requirements are

subject to the provisions of Attachment 5.

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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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SAFETY ENVIRONMENTAL & SITE REQUIREMENTS

NOTE: THE WORD "COMPANY" AS USED HEREIN IS SYNONYMOUS WITH "CUSTOMER" OR "TAMPA ELECTRIC COMPANY" OR "OWNER". THE WORD "CONTRACTOR" AS USED HEREIN IS SYNONYMOUS WITH "GEII". THE CAPITALIZED FORMS OF THE WORD "SUBCONTRACTOR" AS USED HEREIN REFER TO A SUBCONTRACTOR(S) OF GEII OR OTHERS ACTING ON GEII'S BEHALF. THE WORD "CONTRACT" IS SYNONYMOUS WITH THE "AGREEMENT".

1. SAFETY PROGRAM

The Contractor shall provide its safety program for review by Company's representative as soon as possible, but not exceeding thirty (30) days, after the first CSA Start Date. Submittal of Contractor's program, and its review by Company, in no way relieves the Contractor of its responsibility or liability with regard to initiating, maintaining, and supervising all aspects of its work, inclusive of site rules and safety requirements specifically applicable to the Contractor and its subcontractors of every tier.

Tampa Electric Company will provide to the Contractor, annually, a Contractor safety orientation train-the –trainer. This orientation is intended to provide new personnel with a general overview of the site work rules, safety hazards, description of the process and the emergency plan and alarm system. This orientation is in addition to, rather than in lieu of, the required Contractor safety program. The Contractor shall provide this orientation to all employees prior to performing work on Tampa Electric Energy Supply sites.

The Contractor's written Safety Program shall, as a minimum, address the following areas:

1.1 The Contractor shall designate the individual or individuals responsible for implementation of its Safety Program and those responsible for the development and enforcement of safety policies and procedures; indoctrination of new employees; site inspection responsibilities; the conduction of Contractor's weekly safety meetings; documentation of training; Confined Space Program; Hazardous Communications Program; Hazardous Energy Control Program; and, responsibility for submission of necessary reports related to site injuries and/or safety.

1.2 Accident Prevention:

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1.2.1 The Contractor shall specify the scope of indoctrination for new employees, including the Tampa Electric Contractor Safety Orientation procedures for weekly safety meetings, and the scope and frequency of job site inspections.

1.2.2 The Contractor shall specify the availability of and enforcement of procedures for use of protective devices such as head protection, eye protection, hearing protection, respiratory protection, personal fall arrest systems, wet weather gear, fire resistant blankets and/or barriers, and any other devices utilized for the protection of property and each individual employee's health and safety. The Contractor shall be responsible for any appropriate fitness for duty evaluations and/or medical clearances required for equipment use and/or job requirements as indicated by OSHA Standards, i.e. respiratory clearances, Crane Operator physical evaluations, etc.

1.2.3 The Contractor shall specify the type of instrumentation to be utilized, and its availability, to determine the presence (or concentration/degree, as applicable) of flammable gases, toxic gases, oxygen levels, noise levels, gas sampling, and such other instrumentation as may be required to ensure a safe working environment. It shall be the Contractor's responsibility to conduct appropriate testing and air monitoring in connection with any work performed by Contractor's employees or Subcontractors to determine the need for or adequacy of personal protection equipment and/or OSHA compliance for all tasks performed by the Contractor under this Agreement. The Contractor shall be responsible for any medical surveillance required by their employees due to exposures on the Owner's site.

1.2.4 Contractor's Safety Program shall cover, in addition to accident and injury prevention procedures, specific procedures for fire protection and prevention of damage to property, as well as such other procedures beyond statutory requirements that may be necessary to conduct the work in a safe manner and provide maximum protection for the health and safety of employees and others. A spill prevention and control procedure shall be provided.

1.2.5 Contractor's Safety Program shall set forth specific actions that will be taken to require compliance by all Subcontractors (inclusive of lower tier Subcontractors).

2. ACCIDENT REPORTS

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The Contractor shall promptly report to the Company's representative, in writing within 24 hours, all accidents, whatsoever, whether involving personal injury or property damage, arising out of or in connection with the performance of the work, giving full details and statements of witnesses. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to the Company representative and facility manager.

If a claim is made by anyone against the Contractor or any of its subcontractors on account of any accident, damage or injury associated with the work, the Contractor shall promptly report the full details of such claim in writing to Company's representative.

3. COMPLIANCE WITH LAW

3.1 The Contractor shall comply, and shall cause its employees and subcontractors of every tier to comply, with all laws, ordinances, rules, regulations, and all lawful orders (collectively "Regulations") of all federal, state and local authorities having jurisdiction over the site and each applicable portion of the work, including but not limited to, those promulgated to ensure the health, safety, and preservation of persons and property and those pertaining to protection of the environment. All laws and regulations required to be incorporated into Contracts such as this are hereby incorporated herein by reference.

3.2 Contractor, without limitation, expressly agrees to comply, where applicable, with the following Regulations as currently amended, supplemented, or augmented: (a) all "Equal Employment Opportunity" requirements pursuant to Executive Orders 11246, 11375, 11701, 11758, 12138, 12549, and 12608 as supplemented by 41 C.F.R. Part 60, 10 C.F.R. Part 1036 and 32 Fed. Reg. 7439; and (b) the Americans with Disabilities Act of 1990; and, environmental requirements pursuant to Titles 33 & 42 U.S.C. and E.P.A. 40 C.F.R. Part 15 and 48 C.F.R. SS52.223; and, (d) safety and working conditions requirements pursuant to OSHA Regulations (including, but not limited to, 29 CFR 1900-1910.1450; 29 CFR 1917; 29 CFR 1926), the Fair Labor Standards Act (29 U.S.C. Sec. 201-219), and the Contract Work Hours & Safety Standards Act (40 U.S.C. 327-330) & (29 C.F.R. Part 5).

Failure to specifically site an applicable law, rule, regulation or order, shall not relieve Contractor of its obligation to fully comply therewith.

4. COMPANY'S RULES FOR SAFETY, CONDUCT, AND ENVIRONMENTAL COMPLIANCE

4.1 The Company's Site Work Rules (Attachment No. 1 hereof), Site Rules of Conduct (Attachment No. 2), and Site Safety Rules (Attachment No. 3) , as well as Company's Environmental Compliance Program (Section 5 hereafter), shall be

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complied with and enforced by the Contractor, Contractor's Subcontractors (and their respective employees) during the performance of the work. These provisions are intended to establish minimum standards of safety, conduct, and environmental protection to be complied with and enforced on the Company's property and shall not preclude the establishment and implementation by the Contractor of additional and more stringent requirements as may be necessary in connection with the Contractor's specific type of work; neither shall the Company's minimum standards relieve, or lessen in any way, the responsibility of the Contractor to establish, implement, monitor, and enforce any rules, procedures, or standards necessary for the prudent, lawful, and safe conduct of the work. In the event that the Contractor's rules, procedures, standards, or needs are found to be in conflict, in any way, with any of the Company's requirements, the Contractor shall promptly notify the Company and a joint resolution of such discrepancy shall be developed.

4.2 Energy Supply Safety Manual, means a Company publication detailing procedural requirements for its employees; and, said manual may be used as a guide for Contractor's personnel but in no event shall supersede Contractor's own safety program or OSHA requirements.

4.3 Other Safety Procedures

The Contractor agrees to comply with all site safety procedures including but not limited to: the safety program, Company's Drug Free Workplace program, Hazardous Energy Control Program, Line Break, Hot Work, Process Safety Management Plan and Emergency Plan, Facility Response Plan, Confined Space Program or any new or amended procedures that may be implemented from time to time. Such site safety procedures are in addition to, not in lieu of, Contractor's procedures.

5. ENVIRONMENTAL COMPLIANCE PROGRAM

5.1 The Contractor agrees to comply and to cause its employees and subcontractors to comply with all federal, state, and local laws, ordinances, regulations, rules, and governmental orders of all public authorities having jurisdiction for protection of the environment and/or existing for protection of persons, property, and natural resources.

5.2 Contractor is advised that Company has developed its own environmental awareness and compliance guidelines for the purposes of training its own employees and to provide guidelines for the procedures, techniques, precautions, and other requirements which shall govern the performance of work on

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Company's premises, by Company's personnel and separate Contractors, so as to minimize risks to persons, property, and the environment.

To the extent that Company's environmental awareness and compliance guidelines are consistent with all environmental Regulations, Contractor agrees to comply therewith and to cause its employees and subcontractors and others performing any part of the work on behalf of Contractor to comply with same. It is not intended that said Guidelines supersede any portion of Contractor's own program covering environmental risks; neither shall Company's Guidelines supersede, or relieve Contractor of its obligations pursuant to, the aforestated environmental Regulations.

5.3 To the extent set forth herein before, the Contractor acknowledges and agrees to comply with the following specific requirements of Company:

5.3.1 Notifications

In the event of an Environmental Concern ("Environmental Concern"), Contractor shall, prior to proceeding, contact the Company representative; or, for emergencies or in the absence of the normal Company representative, Contractor shall immediately contact the Facility Manager ("Facility Manager") at the particular Company site. For the purposes of this clause, an Environmental Concern shall be deemed to include, but not be limited to, any one or more of the following:

a. Any planned work or undertaking which will involve delivery, handling, movement, use, application, removal, transport, disposal, storage or control of hazard or toxic chemicals or substances as defined by any present of future law or Regulation; or,

b. Any planned work or undertaking which has the potential to result in the exposure of persons or property to hazardous or toxic substances or contamination; or,

c. Any work or undertaking having the potential to expose persons or property to extremes of pressure, temperature, engulfment, loss of atmosphere, unbreathable atmosphere, or corrosive or otherwise hazardous environment; or,

d. Any work or undertaking having the potential to release hazardous substances, contaminants, or potential pollutants into (or onto) the air, water, public or private lands, waterways, facilities; or, which will otherwise have an adverse effect upon natural flora, fauna,

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wildlife or the environment.

5.3.2 Contractor shall comply with all federal, state, and local regulations.

5.3.3 Contractor shall identify to Tampa Electric Company any potential contaminates to be used in the work of Contractor prior to bringing any such substance onto Tampa Electric's site. Contractor shall notify Tampa Electric Company, in advance, of any chemical or substance to be brought onto the site, including but not limited to hazardous or toxic chemicals or substances. Contractor shall promptly notify Tampa Electric Company of any toxic or hazardous substance or waste which Contractor anticipates will be introduced upon the site, generated by Contractor's activities, or handled, stored, transported by Contractor; and, further, shall promptly notify Tampa Electric Company of any such materials actually introduced upon the site or generated, stored, handled or transported by Contractor. Contractor shall place hazardous and non-hazardous wastes in containers provided by Tampa Electric Company and transport to the accumulation areas designated by Tampa Electric Company at the Facility. A Material Safety Data Sheet (MSDS) shall be provided to Tampa Electric Company for all chemicals and potential contaminants brought onto the site.

5.3.4 GEII will not dispose of any hazardous or toxic substances or wastes.

5.3.5 The Contractor shall, prior to performing work on premises owned or controlled by Company, read and provide signature acknowledgment of the following checklist:

[Note: See following page for Checklist.]

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ENVIRONMENTAL CHECKLIST

Contractor shall return this signed document to the Company representative.

A. Contractor's vehicles and equipment such as pumps, dredges, backhoes, etc. shall be free from leaks of any type including, but not limited to, oil, transmission fluid, radiator coolant, etc. Stationary equipment shall be provided with drip pans large enough to contain all such fluids. If any leaks are observed the Contractor will be required to remove the vehicle or equipment from the site. Equipment brought onto the site shall be free of previous contamination from other sites or sources.

B. Contractor shall make very reasonable effort to park vehicles away from drains of any type and shall never park vehicles or equipment closer than 50 feet to the bay.

C. Contractor, when working unavoidably near drains of any type, shall contact the Company's representative and Facility Manager to barricade the drain thus isolating it from potential spills.

D. In the event of a spill of any type, Contractor will stop immediately and contact the Company representative and Facility Manager. It shall be the Contractor's responsibility to contain and prevent spreading of the spill.

E. Contractor is prohibited from bringing any chemicals or products onto the facility without a Material Safety Data Sheet ("MSDS") The Company representative and the Facility Manager shall receive a copy of each MSDS for each such chemical or substance at least 5 days prior to its entry upon the site.

F. Contractor shall provide the Company representative with a list of all chemicals, products, and substances brought onto the facility. This list shall also contain the quantity of chemicals, products and substances.

G. Contractor shall provide the Company representative with a list of any unused chemicals, products, materials, and accumulated waste substances remaining at the conclusion of each Work assignment.

H. Contractor shall retain the sole responsibility for (except Hazardous Substances) such chemicals, products, and substances consistent with the "MSDS".

I have read, understand, and agree to comply with the above listed items:

Contractor's Name: _____

By: _____
Title

Date: _____

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5.3.7 HAZARDOUS MATERIALS AND WASTE

The following provisions shall apply except as otherwise set forth in Attachment 5, section 14.2, of this Agreement:

Contractor may be required to perform Work at multiple facilities (sites) of Company. Certain of such facilities are classified as large producers of hazardous materials and waste and, therefore, are subject to many EPA and OSHA Regulations. The Contractor and its subcontractors shall be subject to the same Regulations.

The Company representative and Facility Manager shall be notified of the amount (volume, or weight or quantity, etc) of chemical, material, product, or substance being brought onto the facility, the amount of same that was used or consumed, and the amount that remains at the conclusion of the work assignment.

The Contractor will notify the Company's representative and the Facility Manager of any potential waste that may have been generated. The Company's representative will provide instructions concerning testing and temporary storage of waste by the Contractor.

Company would appreciate any comments of Contractor relative to improving its Environmental Awareness and Compliance Program.

5.3.8 RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) TRAINING

Contractor agrees to comply and to cause its employees and subcontractors to comply with all requirements of the Resource Conservation And Recovery Act ("RCRA") and to ensure the training of its employees and subcontractor personnel to recognize RCRA risks and comply with all environmental Regulations applicable thereto. The Company's RCRA Training Guide (RCRA Training Guide) as set forth in this Section 5.3.8, shall, as a minimum and to the extent consistent with RCRA requirements, be complied with, implemented, and enforced by Contractor.

The Company's RCRA Training Guide, as set forth in this Section 5.3.8, is applicable for Company's management of its own employees and for wastes generated by its own operations. It shall be the Contractor's obligation to manage its employees and subcontractors and all wastes introduced to the site or generated by Contractor's activities in a manner consistent with or exceeding the requirements of Company's guidelines. All obligations normally applicable to Company and its employees under these guidelines shall be deemed to be the

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obligation of the Contractor and the Company under this Agreement. The Contractor and its employees and subcontractors shall be required to undergo training which, as a minimum, covers the information set forth herein; and, each such trainee shall be required to sign the RCRA Training Attendance Record and return the attendance record to Company's representative. Company's representative will maintain a record of all personnel who have received RCRA Training. Company's training requirements in no way precludes the Contractor from performing any additional training it feels necessary, nor does it take the place of Contractor's program(s) to comply with RCRA or any other environmental Regulations. Company assumes no liability for any Contractor violations or infractions of any environmental Regulations as a result of any information included or omitted from Company's RCRA Training Guide.

RCRA TRAINING GUIDE

A. **RCRA** stipulates guidelines for identifying which wastes are hazardous wastes and for storage and disposal of hazardous wastes.

B. **RCRA** is an EPA regulation not an OSHA safety regulation.

C. **RCRA** applies to the following hazardous waste streams: Lithium batteries, Mercury, chlorothane or chlorinated solvents, paint waste, and boiler acid cleaning, etc. Other wastes may also be hazardous including used oil contaminated with metals or solvents.

D. Each employee of the Contractor shall notify his/her immediate supervisor of any actual or potential hazardous waste generation. The supervisor shall, in turn, notify Company's representative and the Facility Manager who shall contact such environmental coordinators and others as may be necessary to ensure the proper handling, accumulating, storing and disposing of such hazardous wastes.

E. Non-Hazardous Waste Oils

For non-hazardous waste oils and lubricants, Company provides 55 gallon drums at certain locations (sites) for waste oil disposal. Waste oil drums shall not be filled more than three inches from the top, thus allowing at least 2% freeboard for expansion. Damaged or manufacturer/vendor type drums (example: Chevron) shall not be used for waste oil disposal. Under no circumstances are waste oil drums to be contaminated with other wastes such as gloves, rags, sta-dri material, trash, slag or hazardous waste (example: chlorothane contaminated oils). Weekly, the waste oil is sampled and analyzed. All non-hazardous on-spec oils are pumped and transported by Company and incinerated. At the station sites, the

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plant helper crew has an inspection routing to verify that any container of non-hazardous waste is properly stored and classified.

F. **Hazardous Waste Satellite Accumulation Areas**

As part of its hazardous waste management, Company is allowed to maintain several hazardous waste satellite accumulation areas at certain facilities. These sites are located near the workplace where hazardous wastes are being generated by Company. There is no time limit for how long it takes to accumulate a full drum of the waste, but no more than one 55 gallon drum may be accumulated in any one such area. Once the drum is 90% full, the drum must be taken to the hazardous waste storage area. The accumulation start date, which is the date the drum became full, must be noted on the label. A good example of satellite accumulation areas are the 20 gallon containers maintained by Company at certain sites for the accumulation of spent lithium batteries.

G. **Hazardous Waste**

Whenever a drum accumulating a hazardous waste becomes full, it must be placed in the hazardous waste storage area and a hazardous waste label attached and dated. The plant helper crew inspects each container weekly to verify proper storage. The hazardous waste must be picked up within 90 days by a qualified contractor and transported to an EPA approved disposal facility. A hazardous waste manifest must accompany the shipment. After the shipment is received by the disposal facility, the disposer completes the manifest and returns it to the generator. These manifests are kept on file by the Environmental Coordinator for a three year period. At the end of the year, a hazardous waste annual report is prepared and sent to the EPA. This report summarizes all the hazardous waste generated during the year.

H. **Contingency Plan and Emergency Procedures**

In the event Contractor or its employees or Subcontractors observe a fire or spill involving hazardous or non-hazardous waste, the person who observes the event is to contact his/her supervisor who shall, in turn, contact Company's Representative and the Facility Manager, who will organize the emergency response ream. At the generating stations, the emergency coordinator is the supervisor of plant operations.

I. **Waste Minimization**

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Contractor shall assist with waste minimization by cooperating with the following:

A. Segregation of hazardous and non-hazardous waste to reduce the volume of hazardous waste.
B. Substituting materials/solvents where reasonable so that the wastes generated are non-hazardous.
C. Tight controls of the usage of materials/solvents which will generate hazardous waste.
D. The recycling of spent materials.

Chlorothane or chlorinated solvents usage is restricted, and Company has special procedures for handling same. Minimization of hazardous waste must be an integral part of work practices.

Remember to keep your work site **CLEAN:**

C - Closed waste containers
L - Label hazardous waste drums
E - Examine drums for leaks of spills
A - Accumulation start date for hazardous waste
N Never store hazardous waste greater than 90 days

J. **Documentation of RCRA Training**

Each employee completing RCRA Training shall be required to complete and sign the attached RCRA TRAINING ATTENDANCE RECORD **[inclusive of employees of the Contractor].**

[Note: See next page for Attendance Record Sheet.]

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RCRA TRAINING

Company _____

Date of Training _____

Trainer _____

Title _____

DATE	SIGNATURE	JOB CLASSIFICATION

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5.3.9 SPILL PREVENTION, CONTROL, AND COUNTER MEASURES PLAN (SPCC)

To the extent consistent with environmental Regulations, Contractor agrees to comply and to cause its employees and subcontractors to comply with Company's Spill Prevention, Control and Countermeasures Plan (the "SPCC Plan"). Contractor further agrees, as a minimum, to provide training in accordance with Company's SPCC Training Guide (the SPCC Training Guide) as set forth in this Section 5.3.9 hereof, for all such employees assigned to perform work at any of Company's facilities (sites).

Compliance by Contractor with Company's SPCC Plan and/or conducting of training in accordance with Company's SPCC Training Guide shall not relieve Contractor of its obligation to provide its own plan and training programs, inclusive of any additional training or requirements necessary in connection with Contractor's specific work; neither shall Contractor be relieved of its obligation to comply with all environmental Regulations.

Company assumes no liability or responsibility for any Contractor violations or infractions of any environmental Regulations as a result of information contained in or omitted from this SPCC Training Guide.

Specific requirements of Company's SPCC Plan and SPCC Training Guide are as follows:

A. In the event that Contractor detects a spill, the person making such discovery shall immediately contact the Company representative and Facility Manager and shall take whatever action is necessary to minimize damage to property, the environment, and natural resources.

B. The SPCC Plan stipulates guidelines by which fuel oil is to be stored, transported, and unloaded.

C. The SPCC Plan Requirements are in response to an EPA Regulation not OSHA (safety) or RCRA (hazardous waste) Regulations; and, it is necessary to comply with the SPCC requirements in addition to such OSHA and RCRA Regulations.

D. Application

At the stations, SPCC requirements apply to all of the fuel oil

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facilities including all above and below ground fuel oil and waste oil storage tanks. There are fourteen fuel tanks that are covered by this SPCC Plan. These tanks are surrounded by dikes for spill containment. Drainage from the diked areas is restrained by valves which are kept in the closed position.

E. **Rainfall**

Rainwater which has accumulated inside these diked areas may be discharged but first must be inspected for the presence of oil. If the rainwater is contaminated with oil, the oil must be removed prior to draining.

F. **Inspection**

All tanks, piping, and transfer facilities covered by the SPCC Plan are inspected on a quarterly basis. Whenever, plant personnel observe a leaking fuel oil tank, pipe, or valve they shall immediately inform the supervisor of plant operations ("SPCC Coordinator").

[NOTE: Contractor personnel shall immediately notify their supervisor who shall immediately notify the Company representative and Facility Manager.]

G. **Unloading Fuel Oil**

A gager will be present during all unloading or transferring operations of the No. 2 Fuel Oil Storage Tanks. All valves which would allow direct outward flow of oil are securely locked in the closed position when not in use.

H. **Pipelines**

Quarterly, pipelines are inspected. When above ground piping is located close to roadways, signs have been placed to warn vehicle operators of their presence.

I. **Records**

All completed inspection forms are maintained by maintenance planning and a copy is to be sent to the stations environmental

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coordinator. These files are to be maintained for a period of three years.

[NOTE: Contractor's records shall be coordinated through the Company's representative.]

J. **Security**

All stations are surrounded by a fence and active gates are manned. The same is true of many other Company facilities.

K. **Responsibility**

Immediately notify the supervisor of plant operations if an oil spill is observed. The supervisor of plant operations will start and direct cleanup operations. The supervisor of plant operations in turn will notify the environmental coordinator of any oil spill.

[NOTE: Contractor's personnel shall immediately notify the Company's representative and the Facility Manager.]

5.3.10 **WASTE SEGREGATION (FOR ALL FACILITIES)**

Contractor shall comply and cause its employees and subcontractors to comply with the following procedures:

A. **Batteries**

For waste segregation purposes Company has divided batteries into two separate categories; (1) hazardous; and, (2) regulated, but non-hazardous. Hazardous batteries include lithium, mercury, and Ni-Cad rechargeable batteries. Regulated non-hazardous batteries include dry cell, alkaline household type batteries that are used in radios, beepers, flashlights, etc.

(i) **Hazardous Battery Accumulation**

Twenty gallon collection drums have been placed in different locations throughout the facilities for hazardous battery accumulation. Lithium, mercury, and Ni-Cad batteries shall be placed in drums properly labeled for such

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hazardous materials. Covers must be kept on the drums at all times, thus the drum shall be recovered after disposing of a battery.

(ii) Non-Hazardous Battery Accumulation

Twenty gallon collection drums have been placed in different locations throughout the facilities for regulated, non-hazardous battery accumulation. All dead batteries of the non-hazardous type shall be placed in such drums.

B. Fluorescent Light Bulbs

Fluorescent light bulbs are considered a universal regulated waste. Company can no longer dispose of these bulbs via the dumpster. When changing fluorescent light bulbs, the used bulbs shall be placed in the replacement bulb packaging, if available, and shall be dated, marked "dead fluorescent bulbs", and placed in the appropriate disposal location. Incandescent light bulbs are not regulated and may be disposed of via the dumpster.

C. Yard Waste and Untreated Wood Waste

Yard waste is defined as vegetative matter resulting from landscape maintenance or land clearing operations. It includes tree and shrub trimmings, grass clippings, palm fronds, trees, etc. Untreated wood waste is any wood or lumber that has not been chemically processed.

For Company's facilities this means no grass, trees, etc., shall be placed in Company dumpsters. With regard to untreated wood waste, large amounts of "pure" wood (wood that has not been painted or chemically treated) shall not be placed in Company dumpsters. Each facility has designated a collection location for these wastes and such wastes shall be taken to the appropriate location for disposal.

D. Paints and Solvents

Company is considered a large quantity generator of hazardous waste and therefore must comply with all regulations of the United States Environmental Protection Agency ("EPA") and the Florida Department of Environmental Protection ("DEP"). Each facility has designated collection points for the accumulation of waste paints and solvents. All Hazardous Substances drums must have proper labels, signs, contents noted, and date

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of accumulation. Company is not licensed or insured to transport hazardous waste; therefore, any paint waste or solvents generated by Company must be retained at the site at which same are generated. Company personnel shall not transport paint or solvents from one site to another for the purpose of being distilled.

E. **Sandblasting Material**

Miscellaneous blasting jobs are conducted inside and outside of various Company facilities. Moveable objects are generally taken to the remote storage/sandblasting facilities, when such work is performed on sites where Company has established such blasting facilities. In addition to traditional blasting, bead blasters are located throughout the facilities in different locations.

The major concerns associated with paint blasting are respirable metals released during blasting and disposal of the material. Paint-contaminated blasting material can be classified as hazardous for disposal if it contains quantities of leachable lead, arsenic, cadmium, chromium, mercury, selenium, silver, and/or barium. All blasting material, hazardous and non-hazardous, must be collected and disposed of properly.

F. <u>Remote Storage and Miscellaneous Small Jobs</u>

Sandblasting of all reasonably-moveable objects shall occur in the sandblasting area located at each facility. All blasting material must be contained inside the blasting enclosure and must be removed during or at the conclusion of the job.

Blasting material must be placed in a lined dumpster located next to the sandblasting area. When the dumpster is half full the station environmental coordinator shall be notified (Contractor shall notify Company's representative). At that point the dumpster will be closed to personnel. The lined dumpster will be tested for hazardous characteristics prior to disposal. Testing and disposal will be handled by the station environmental coordinator.

G. <u>Planned Jobs both Large and Small</u>

Prior to sandblasting, a determination must be made as to the nature of the product being removed, either through knowledge or testing. If a positive hazard determination is made, lead abatement practices shall be followed and the generated material placed in 55 gallon drums or lined dumpsters,

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whichever is appropriate.

If the material is non-hazardous, the blasting material still must be collected. For small jobs, the resultant material can be placed in the blasting facility dumpster. For large projects, a lined dumpster shall be brought on-site for storage and disposal.

H. **Unplanned Jobs**

Emergency jobs, for which a hazard determination cannot be made in a timely fashion, must be assumed to be hazardous and full abatement activities implemented, All material must be either drummed or placed in lined dumpsters for storage and disposal. Arrangements for testing and disposing of the generated material will be made by the station environmental coordinator.

I. **Bead Blasting**

Bead blasting waste must be collected and placed in the labeled drum staged next to each individual blaster at sites having such facilities. The material shall be characterized and disposed of by the station environmental coordinator.

J. **Internal Boiler Blasting**

Material generated as a result of internal boiler blasting is not paint related and should be considered a segment of the "boiler rubble" waste stream. Procedures for boiler rubble disposal shall be followed.

[Note: The Contractor may use Company's blasting facilities, when available, and subject to Company's priorities. Otherwise, Contractor shall make its own arrangements for the lawful conduct of blasting operations and disposal of wastes.]

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ATTACHMENT 1 - SITE WORK RULES

Contractor shall comply and shall cause its employees and subcontractors to comply with the following Site Work Rules:

1. Cars shall be parked in the area specified by the Company representative or Facility Manager. Employees shall enter and leave the site at all times through entry and egress points specified by the Company representative or Facility Manager only and shall proceed directly to the work area by the established route. CONTRACTOR'S PERSONNEL SHALL NOT ENTER OPERATING AREAS EXCEPT AS ASSIGNED TO PERFORM SPECIFIC WORK IN THOSE AREAS.

2. Contractor's employees must show proof of completion of Energy Supply Contractor Safety Orientation in order to gain entrance onto Tampa Electric Company work sites.

3. Hard hats with distinctive identification as determined by the Company's representative will be required and used by Contractor's employees to identify themselves, their craft affiliation, and employer, and are to be worn at all times while in work areas.

4. At locations where work is frequently performed, Company's representative may provide specific log books for the Contractor, to be signed by each employee of the Contractor upon entering and exiting the location. In the absence of a specific log book assigned by the representative for the particular location, each such employee shall log in and out on the log maintained by Company's building or Facility Manager at the subject location. Each employee must personally sign in and out on said log. Employees authorized to enter or leave the site during working hours must sign the log prior to entering or leaving.

5. When an employee is discharged, the employee shall be paid wages in accordance with state law. If an employee voluntarily quits, the employee shall be paid the wages due him/her on the next regular payday or as otherwise required by law.

6. All Company property removed from the site will require a checkout pass, approved in writing by Company's representative. The pass will be surrendered to the guard at the gate or other exit point.

7. All reasonable steps shall be taken to curtail theft and pilferage. Such steps include, but are not limited to, spot checks and random searches of employees' wearing apparel, automobiles that enter or leave the site, lockers, foot lockers, tool chests, and other enclosures and locations. All containers shall at the request of Company's representative or security personnel, be opened for inspection upon entering or leaving the site. Any reasonable method of inspection may be used, including the use of electronic devices. Appropriate disciplinary action, against persons who are found to have the property of

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others in their possession without authorization or under circumstances which could reasonably imply an intent to unlawfully take the property, shall be taken by the Contractor. Employees shall reveal the contents of their garments or other items when requested and shall fall under penalty of termination for refusal to comply with any requested inspection.
All personal tools of the Contractor's employees shall be inventoried at the beginning of the site employment and shall remain on the Company's site until the completion of the Outage or work. The tools shall be reinventoried against the original inventory at that time. The Contractor shall be responsible for the inventory, storage, and safekeeping of its employee's tools during the duration of the Outage or work.

8. There shall be no lunch wagons, canteens, or vending machines (except Company's vending machines) on the site and employees shall not be permitted to bring items on the site for sale to other employees.

9. Good housekeeping is essential to the safe and efficient performance of the work and is the responsibility of the Contractor, subcontractors, and each of their respective employees. Work areas, stairways, walkways, and change rooms shall be kept clean of obstructions, scrap materials, rags, and other debris at all times. All waste materials must be handled and disposed of in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction including, but not limited to, OSHA and EPA approved handling and disposal requirements, where applicable.

10. Each employee shall comply with all applicable provisions of local, state and federal laws and regulations relating to job safety, health, and safe work practices, as well as all Site Safety Rules and Rules of Conduct contained in the Contract, and as may be issued by the Company's representative.

11. All employees shall be required to use appropriate personal protective equipment as is, or may be, required by local, state, and federal safety and health standards or by the Company's representative. Failure of employees to use such equipment or to comply with all laws, regulations, and the Site Safety and Conduct Rules shall be grounds for disciplinary action, including termination.

12. Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons, and the property of the Company, the Contractor, and others.

13. When site work rules have been violated, the Contractor shall issue written "disciplinary" or "warning" notices for employee violations of site rules or standards not demanding immediate termination. Such "notice" shall be in sufficient form to note the specific rule or standard violated, the employee's name and site identification or badge (when applicable), the date and time of violation, and the disciplinary action administered, if

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any. Company's representative and, any applicable union shall be furnished a copy of this notice. The use of said "warning" notices shall not act to influence the degree of administration of discipline, nor to void or supersede the Contractor's normal disciplinary procedures. In cases of immediate or ultimate discharge, as determined by the Contractor to be proper discipline for cause, a written record shall automatically be submitted to the Company and any applicable union.

14. First aid facilities are available, at the large generating stations only, during the normal day shift and may be used for the treatment of all injuries provided the proper liability release between Company and the Contractor is executed. Contractor shall be responsible for adequate first aid arrangements for all other locations at which work is performed by Contractor's personnel and for hours worked outside the normal day shift observed by Company's employees. Employees must report all occupational injuries or illnesses suffered on the Site to their respective supervisors who shall report same to the Company's representative.

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ATTACHMENT 2 - SITE RULES OF CONDUCT

Prohibited acts or unsatisfactory conduct, occurring on property owned or controlled by Company, which can result in appropriate disciplinary action or discharge shall include, but not be limited to, the following:

1. Destroying, maliciously abusing, defacing, or removing without permission any property belonging to the Company, Contractor, other employees, or any other person or entity.

2. Fighting, wrestling, creating a disturbance, or horseplay.

3. Gambling or the possession of gambling paraphernalia.

4. Loafing, loitering, roaming, leaving workplace or assigned area without authorization, or sleeping on the job.

5. Failure to enter or leave the site using designated access gates or other points designated for ingress and egress, or to allow authorized personnel or security guards to inspect vehicles, lunch boxes, coolers, parcels, tool boxes, and other similar items, containers, or enclosures prior to their entering or leaving the site.

6. Reporting to work under the influence of narcotics, intoxicants, or non-prescribed tranquilizers or pep pills, or possessing or using such on the Site and, operating equipment or machinery while taking prescription medication that is designated as not appropriate for use during the operation of machinery or equipment is prohibited.

7. Weapons: firearms, explosives, or other dangerous weapons carried by anyone on or about their persons while on Facility property is prohibited.

8. Falsely stating or making claims of injury.

9. Falsifying any reports or records involving personnel, absence, sickness, termination, production, inventory or cost accounting or otherwise.

10. Logging (signing) in or logging out for another person; employee misrepresentation or falsification of name and/or proper identification.

11. Unauthorized sale of food, beverages, merchandise, or other items.

12. Unauthorized distribution or solicitation to sell literature or tickets and taking up of collections.

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13. Unauthorized hunting or fishing and any activities endangering wild life or the environment.

14. Entering off-limit or restricted access areas without permission; failure to comply with "posted" area safety requirements or informational/warning notices.

15. Abuse, willful misuse, or destruction of first aid, safety, or fire prevention/extinguishing equipment.

16. Unauthorized picture taking or possession of camera(s).

17. Setting or maintaining unauthorized fires.

18. Noncompliance with established safety regulations, sanitary procedures (including failure to use assigned facilities), or medical rules; or, engaging in any conduct which tends to create a safety hazard or violates safe work practices.

19. Failure to observe established facility speed limits, vehicle access procedures, or parking regulations. The posted speed limit is ten (10) miles per hour. All drivers must adhere to stop signs at railroad crossings and intersections. Extra caution should be given while entering and leaving the site.

20. Unauthorized or abusive use of paging systems.

21. Illegal activities and conduct of a criminal, disorderly, obscene, or immoral nature.

22. Smoking is not permitted in Facility buildings, including but not limited to enclosed common areas such as elevators, restrooms, assembly room, conference rooms, enclosed shops, Company vehicles, or restricted access areas.

23. All plant vehicles (cars, trucks, fork lifts, golf carts, etc.) are designated by the manufacturer to safely transport a specific number of occupants. Station policy requires that no more passengers occupy any vehicle than it was designed to transport.

24. Contractor personnel are provided parking facilities. Personal vehicles are to be parked in designated areas only. Tampa Electric Company is not responsible for damage to personal vehicles.

25. Harassment concerns: magazines, books, calendars, clothing, conduct, or other items of an adult, sexual, or offensive nature are prohibited on the Facility. Material of this nature can be considered a form of harassment and will not be tolerated. Examples of conduct, implied indirectly or directed explicitly to anyone include racial slurs, ethnic jokes,

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suggestive graffiti, displays of the rebel flag, sexually suggestive materials. In the event of any such alleged conduct by Contractor's employee or subcontractor's employee, Customer shall notify GEII and GEII will take appropriate action. In any event, Customer shall have the right to restrict access to the Facility to anyone Customer deems to have violated its policies.

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ATTACHMENT 3 - SITE SAFETY RULES

The prevention of injuries to anyone working on the site is our number one priority. Contractor and its employees and subcontractors shall comply with the rules set forth herein.

The safety rules set forth below are, of course, only the most basic requirements. There are innumerable other rules we all must follow based on federal, state, and local regulations as well as those based on accepted construction methods and procedures.

We ask your cooperation in our efforts to maintain a safe and injury-free work environment.

1. All injuries, no matter how slight, must be reported to the employee's supervisor and to the first aid station or site contract manager, as applicable.

   [NOTE: The Contractor shall, as soon as reasonably possible but not exceeding 24 hours from the time of each accident, provide a copy of each accident report to the Company representative.]

2. ANSI approved hard hats, safety glasses, and safety shoes are required to be worn by all persons at all times on certain sites or when performing certain types of Work as required by said Regulations.

3. When working in noisy areas or with noisy equipment where noise levels exceed TWA 85dBA or impact levels of 120 dBA or greater, approved hearing protectors shall be worn.

4. All persons are required to wear long pants, short or long-sleeved shirts, and proper protective apparel.

5. Metal ladders shall not be used without Company's authorization. All ladders must be secured to prevent movement. Ladders shall be used according to manufacturer's recommendations and specifications.

6. Personal fall arrest systems shall be used at all times when working at elevations 4 feet or greater, where handrails are not installed in accordance with applicable standards.

7. All electric tools must be kept in good repair and must be either double-insulated or provided with an equipment ground.

8. Work areas must be kept clear of scrap and other material that could cause tripping hazards.

9. Damaged equipment, such as slings, ladders, scaffolds, or extension cords shall be clearly

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marked, taken out of service, and SHALL NOT BE USED.

10. All equipment must be kept at safe distances from energized high voltage lines pursuant to OSHA Regulations.

11. Fire blankets or other protection must be used beneath any cutting, welding, or burning operation to prevent slag or sparks from falling below the elevation where the Work is being conducted. Company designated hot work permits shall be required for all hot work.

12. Employees shall familiarize themselves with the location of fire fighting equipment such as fire extinguishers and hose stations and report the use of any fire extinguisher to the Company Representative and Facility Manager so that it can be replaced.

13. Employees shall report all hazards which the employee cannot correct to their supervisor, the Company's representative.

14. Employees shall heed to warnings and instructional signs posted throughout the Facility. All employees should be capable of reading and understanding the English language , if not capable, the Contractor shall ensure that interpretation of all signage and instructions are provided.

15. Hazardous Energy Control Procedures must be followed at all times. Absolutely no tampering of Hazardous Energy Control Devices will be tolerated.

16 Confined space entry procedures must be followed. Entry into permit required confined spaces must be done through a Company designated permit system.

17. Pre-job safety briefings shall be conducted prior to beginning any work task, at least once per shift.

18. Compressed gas cylinders shall be properly handled and stored at all times in accordance with the appropriate regulations and industry guidelines.

19. Employees must not use, move, or otherwise tamper with radioactive devices. These devices are designated with signage. Contractor shall contact the Company representative if work is to be conducted in the proximity of these devices.

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20. Battery powered radios, pagers, mobile phones, tape recorders, and calculators are prohibited in areas classified as hazardous unless the equipment is approved for use in such hazardous areas by Underwriter's Laboratory (UL) and written permission has been granted by the Company representative.

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ATTACHMENT 7
GUARANTEES

The Parties anticipate that market factors in Florida may change during the term of this Agreement. As such, the Parties may at any time mutually agree to develop and add an availability and/or peaking reliability guarantee.

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Tampa Electric Company – Polk Power Unit 2 and Unit 3

FIRST AMENDMENT TO THE AMENDED AND RESTATED CONTRACTUAL SERVICE AGREEMENT

This First Amendment ("Amendment") is made effective as of _____, by and between General Electric International, Inc. ("GEII"), and Tampa Electric Company ("Customer"), (each individually a "Party" and together the "Parties") to the Amended and Restated Contractual Service Agreement for the Polk Power Station Unit 2 & 3, dated December 31, 2001 (the "Agreement"),

WHEREAS, Customer and GEII have entered into that certain Agreement; and

WHEREAS, pursuant to this Amendment, the Parties agree that it is necessary to permanently modify certain provisions of the Agreement as set forth herein below.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration described herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning given to them in the Agreement.

2. "Best Practices" shall mean any information, recommendation(s) and or improvements developed by GEII regarding its customers' equipment or site processes, systems, and or performance with the objective of providing a benefit.

3. "GEIS" shall mean GE Energy and Industrial Services, Inc.

4. "Monitoring System" means a system or systems which may be used from time to time by GEII for monitoring of the Facility and/or its equipment, generally consisting of hardware, software, and a connection to a source of technical oversight or review.

5. "Monitoring System Documentation" means any user manuals or other printed materials necessary to assist with the operation of the Monitoring System as delivered by GEII to Customer.

6. "Plant Payback™ Optimization Software" shall mean those GEIS owned downloadable software program files capable of running plant optimization models offline.

7. "Specific Plant EfficiencyMap Configuration Files" also "SPEC Files" shall mean those EfficiencyMap System engineering models that are specific to the plant(s) at each Site.

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8. "Technical Advisory Services" or "Field Engineering Services" shall mean technical advice and counsel from technical advisors or field engineers provided by Seller based on Seller's current engineering, manufacturing, installation and operation practices as applicable o the Covered Units and the Parts. To the extent specified in this Contract, such services may also include testing, adjustment, programming and other similar services. Data, reports and other information provided from the Monitoring System are not considered "Technical Advisory Services. Unless otherwise specified in this Agreement, "Technical Advisory Services"/"Field Engineering Services" do not include supervision or management of Buyer's employees, agents, or other GEIIs.

9. In order to assist GEII in its performance of this Agreement, GEII may from time to time utilize a Monitoring System(s) to monitor the Facility and/or its equipment, in accordance with the terms of Attachment 8.

10. Attachment 8, M&D System Conditions and Attachment 11, Performance Monitoring and Optimization of the CSA, are deleted in their entirety and replaced with Attachment 8, Monitoring System Conditions Exhibit, attached hereto.

11. Customer's access to the Monitoring System information as permitted under the Monitoring Systems Conditions, and to other information from time to time made available, will be through the GEII PowerSmarts™ internet portal as the same is maintained, updated and modified. The PowerSmarts™ internet portal is expected to include, among other features, functionality for the Customer to gain an overview of Best Practices developed by GEII or its Affiliates. GEII DOES NOT WARRANT THAT THE MONITORING SYSTEM OR POWERSMARTS™ WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED OR WITHOUT ERROR.

12. Title to Best Practices is and remains with GEII, provided that Customer will be granted access to the overview of Best Practice information through the PowerSmarts™ portal. Customer further agrees that GEII may utilize Best Practices information developed through work under the CSA, and may make such Best Practices available to others through PowerSmarts™ so long as it does not specifically identify the Customer or Facility location with respect to that information.

13. Attachment 5, Section 22 of the CSA, Proprietary Information, is amended by the addition of the following paragraph labeled 22.4:

> 22.4 Notwithstanding anything in Section 22.4 to the contrary, GEII shall have the right, in its discretion, to gather, retain, and use data and information concerning Parts, Covered Unit and Facility performance, so long as GEII does not disclose to any party not a GEII Affiliate an identification of the Customer in connection with a particular item of data or information.

14. The governing law of the Agreement will also govern the validity, construction, enforcement, and interpretation of this Amendment.

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15. This Amendment represents the entire agreement between the Parties with respect to the subject matter hereof and no oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party.

16. Except as expressly set forth in this Amendment, all other provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first above written.

General Electric International, Inc.	**Tampa Electric Company**
By:	By:
Name: Michael Holmes	Name: William T. Wade
Title: GM	Title: Vice President

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Attachment 8
Monitoring System Conditions

As part of the Monitoring System, GEII or one of its Affiliates will place On-Site Monitors ("OSM") on, and/or connect the OSM to, Facility equipment and/or systems. The OSM will be connected to a GE Center (currently Atlanta, Georgia, USA), or to such other monitoring facility as may from time to time be established by GEII or one of its Affiliates. The following conditions shall apply to the Monitoring System:

The OSM consists of the following hardware components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

- One Monitoring Computer System, including without limitation CPU, Monitor, and Keyboard.
- One network connection per computer system to provide remote access.
- The required interconnection devices such as short haul modem pairs, etc.
- An external backup device.
- Appropriate interface to the turbine control system, the plant Distributed Control System ("DCS"), and to the extent deemed appropriate by GEII, to the vibration measuring equipment.

The OSM also includes the following software components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

- The software package and configuration to collect and monitor data from the turbine control system and other specified devices, which may include some or all of the following modules currently designated as the Performance Monitoring and Optimization System, Power Advisor, Trip Wizard, Customer Value Model, Power Sourcing, Plant Payback™, Asset Management, and or other modules developed by GEII (collectively the "GEII Software Package").

In addition, as part of the OSM, GEII or one of its Affiliates may install at, and/or connect to, Facility equipment and/or systems a performance monitoring system known as EfficiencyMap+™, a component of Enter Efficiency Map software, or an equivalent (the "EfficiencyMap+"). The EfficiencyMap+ consists of the following components and modules, or substitute components and modules, as the same may be updated, modified, omitted, or replaced from time to time:

- On-Line Heat Balance (Data Validation) Module.
- Performance Module.
- Optimizer Module.
- One Windows based Computer System (Computer, Monitor, Mouse, Keyboard).
- Data Acquisition and Database software and configuration to collect data from the plant turbine control system and the DCS.

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Use and Ownership of information and data collected by the Monitoring System:

1. Customer shall maintain ownership of the information and data collected by the Monitoring System about the Facility, and shall have the right to access and view such information and data through an internet web site.
2. Customer hereby grants to GEII a perpetual, irrevocable, worldwide, royalty free right and license to use information and data collected through the Monitoring System. Data collected by GEII through the Monitoring System is subject to the restrictions described in Attachment 5, Section 22.
3. GEII shall have no greater or lesser liability than it has under the terms of the CSA as a result of the application of the Monitoring System to the Covered Unit(s) and Facility. Further, GEII shall not be responsible, whether in contract, warranty, tort (including negligence), strict liability or otherwise for failing to monitor the Monitoring System or failing to notify Customer of abnormalities.
4. GEII shall have no liability whatsoever for any action, or inaction, which Customer elects to take or not take as a result of viewing any data, reports or other information provided by the Monitoring System.

Provision, use and Ownership of the Monitoring System hardware and software:

5. Title to the Monitoring System hardware components shall pass to Customer upon installation. Title to the EfficiencyMap+ software and to the GEII Software Package shall remain with GEII or its Affiliates, as applicable.
6. GEII grants to Customer a non-transferable, non-exclusive license, for so long as the OSM remains in use in the Facility during the term of the CSA, to access and use the Efficiency Map+ software for the Covered Units, and to use the Monitoring System Documentation. GEII does not sell or license the GEII Software Package, and does not grant any Ownership or license interest in the GEII Software Package to Customer by virtue of use of the GEII Software Package. GEII grants and Customer shall have a perpetual, non-exclusive, non-transferable license and right to use the SPEC Files.
7. Customer acknowledges that the GEII Software Package contains certain other third party software, which GEII either owns or is licensed to use and that GEII does not extend any license to any such software to Customer.
8. Customer agrees not to alter the hardware, software, connections or configuration of the Monitoring System or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change the Monitoring System setup, functioning and configuration, or connectivity during the terms of the Agreement. Customer agrees not to attempt to access any data, displays, information, software or other parts or functions of the Monitoring System that have not been specifically made available to it by GEII, whether or not otherwise protected or restricted.

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9. Customer shall not modify, disassemble, reverse engineer, reverse assemble, de-compile, prepare derivative works from, or otherwise attempt to derive the object or source code of any part of the Monitoring System software or any part or component thereof, including third party software, or permit any third party to do so.
10. In the event that Customer uses, accesses or alters any data, displays, information, software or hardware, or otherwise acts in violation of the conditions herein, including unauthorized use of any third party software, Customer shall indemnify and hold harmless GEII from all claims, losses, damages, judgments, expenses, including attorneys' fees and litigation expenses, arising out of or related to any such violation of these conditions by Customer. Customer further understands and acknowledges that third party software providers may be able to assert certain other property rights, such as copyright rights, on their own behalf.
11. Customer agrees to use the Monitoring System in accordance with the licenses as granted herein, and that all associated documentation, copyrights, trademarks, trade names, logos, and products developed by GEII or its Affiliates shall remain the property of GEII or its Affiliates as appropriate. If at any time Customer ceases to use the Monitoring System, the non-perpetual licenses shall terminate immediately, and Customer agrees that it will destroy or return to GEII any such licensed software and documentation that it may have upon termination of such license for any reason.

General Provisions regarding the Monitoring System:

12. The terms and conditions of this Exhibit and of the CSA apply to the Monitoring System. In the event of any inconsistency between this Exhibit and other provisions of the CSA, the terms and conditions of this Exhibit shall take precedence.
13. GEII shall pay for and provide for connection of the Monitoring System to the GE Center. Customer shall not use this connection for any other communications or purpose, nor shall it allow others to do so. The connection shall be and remain connected to the Monitoring System. Customer shall not connect, or allow to be connected, to the Monitoring System any other network line. Customer shall not initiate or allow any remote access to the Monitoring System, whether through the network line or otherwise, nor shall it interrupt or disconnect the connection (except in accordance with the terms hereof), or allow others to do so.
14. Customer does not have any right or responsibility to maintain or repair the Monitoring System.
15. GEII will provide instruction to Customer's personnel on-site concerning any Monitoring System features to which Customer will have access.
16. Customer shall supply and maintain an electric power source for the Monitoring System.
17. Although the Monitoring System is provided to support GEII's obligations under the CSA, and the Monitoring System may be removed prior to the termination of the CSA, the date of removal shall have no bearing on determining the Term specified in the CSA.

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18. GEII will, at the time of final completion of installation of the Monitoring System, provide Customer with a list of all data points connected to the OSM. Such data points may change from time to time.
19. Customer will ensure that each of their employees and agents who may come in contact with the Monitoring System is made aware of the Customer commitments described herein, and abides by them.
20. The Monitoring System equipment that will be placed on or connected to Facility equipment and/or systems will not interfere with the operation of that equipment. Unless otherwise agreed, the Monitoring System is passive except when performing remote combustion system tuning.
21. GEII shall have a right to access the Monitoring System and its connections at the Facility at all reasonable times.
22. GEII shall have the right to connect through a Customer approved interface directly to the Facility distributed control system and to utilize a network line or other connection.

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ATTACHMENT 9

EXCERPTS FROM GER-3620G

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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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HEAVY-DUTY GAS TURBINE OPERATING

AND MAINTENANCE CONSIDERATIONS

Robert Hoeft & Eric Gebhardt
GE Energy Services
Atlanta, GA

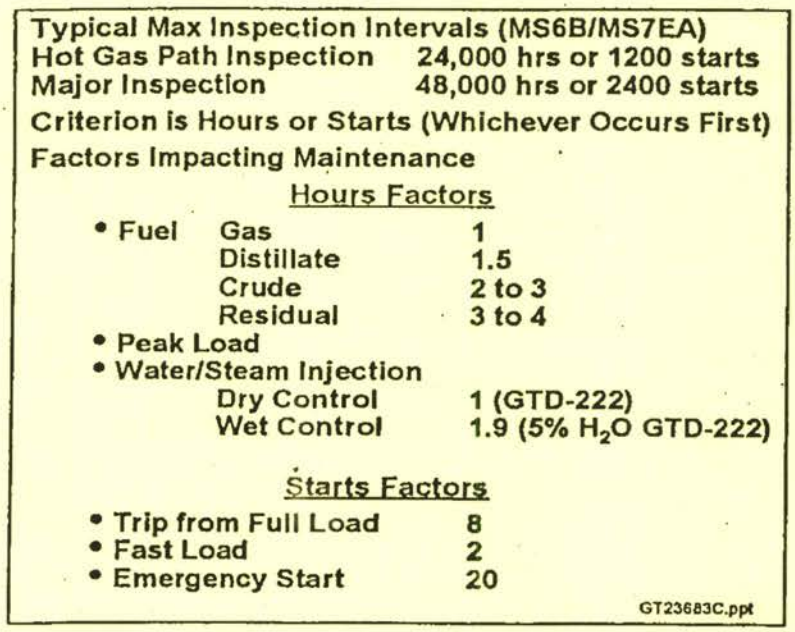

Figure 9. Maintenance factors - hot gas path (buckets and nozzles)

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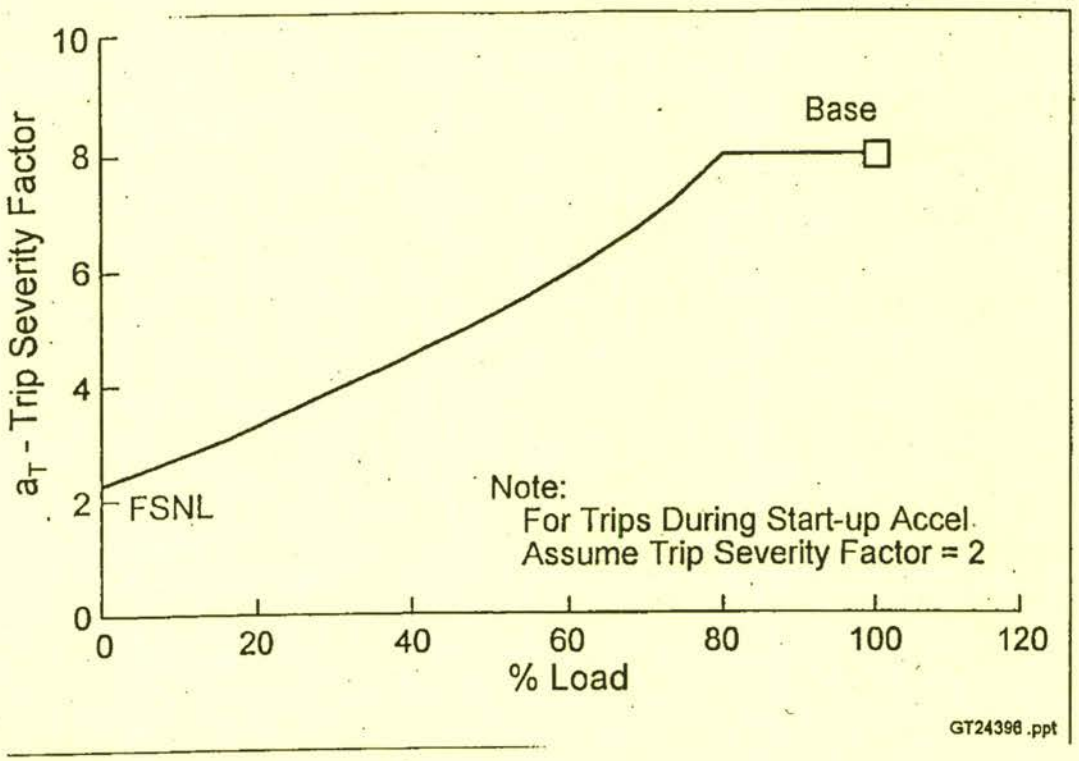

Figure 21. Maintenance factor – trips from load

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Peaking ~ Cyclic ~ Continuous

	Peaking	Cyclic	Continuous
Hot Start (Down <4 Hr.)	3%	1%	10%
Warm 1 Start (Down 4-20 Hr.)	10%	82%	5%
Warm 2 Start (Down 20-40 Hr.)	37%	13%	5%
Cold Start (Down >40 Hr.)	50%	4%	80%
Hours/Start	4	16	400
Hours/Year	600	4800	8200
Starts per Year	150	300	21
Percent Trips	3%	1%	20%
Number of Trips per Year	5	3	4
Typical Maintenance Factor (Starts Based)	***1.7***	***1.0***	***NA***

- Operational Profile Is Application Specific
- Inspection Interval Is Application Specific

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Figure 24. Gas turbine typical operational profile

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PG7241FA Parts

	Repair Interval	Replace Interval (Hours)	Replace Interval (Starts)
Combustion Liners	CI	5 (CI)	5 (CI)
Caps	CI	5 (CI)	5 (CI)
Transition Pieces	CI	5 (CI)	5 (CI)
Fuel Nozzles	CI	3 (CI)	3 (CI)
Crossfire Tubes	CI	3 (CI)	3 (CI)
Stage 1 Nozzles	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 2 Nozzles	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 3 Nozzles	HGPI	3 (HGPI)	3 (HGPI)
Stage 1 Shrouds	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 2 Shrouds	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 3 Shrouds	HGPI	3 (HGPI)	3 (HGPI)
Exhaust Diffuser	HGPI		
Stage 1 Bucket	HGPI	3 (HGPI)(1)	2 (HGPI)
Stage 2 Bucket	HGPI	2 (HGPI)	3 (HGPI)(2)
Stage 3 Bucket	HGPI	1 (HGPI)	3 (HGPI)

CI = Combustion Inspection Interval
HGPI = Hot Gas Path Inspection Interval
(1) The goal is to increase to 3 (HGPI). Decision will be made based on fleet leader experience. Also requires a repair and recoat at every HGPI.
(2) Recoating at 1st HGPI is required to achieve 3 HGPI replacement life.

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Figure 39. Estimated repair and replacement cycles

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Type of Inspection	Hours/Starts				
	MS32/51/52 Uprates	MS6B	MS7E/EA	9E	MS6F*/7F/9F
Combustion	12,000/800	12,000/1,200	8,000/800	8,000/800	8,000/400
Hot Gas Path	Eliminated/1,200	24,000/1,200	24,000/1,200	24,000/900	24,000/900
Major	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400
Rotor*					144,000/5,000

Factors That Can Reduce Maintenance Intervals

- Fuel
- Load Setting
- Steam/Water Injection
- Peak Load T_F Operation
- Trips From Load
- Start Cycle
- HGP Hardware Design

**Rotor inspection interval is not applicable for MS6F units*

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Figure 41. Base line recommended inspection Intervals: 3base load – gas fuel – dry

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$$\text{Maintenance Interval (Starts)} = \frac{S}{\text{Maintenance Factor}}$$

Where:

$$\text{Maintenance Factor} = \frac{\text{Factored Starts}}{\text{Actual Starts}}$$

$$\text{Factored Starts} = (0.5\,NA + NB + 1.3NP + 20E + 2F + \sum_{i=1}^{\eta} a_{T_i} T_i)$$

$$\text{Actual Starts} = (NA + NB + NP + E + F + T)$$

- S = Maximum Starts-Based Maintenance Interval (Model Size Dependent)
- NA = Annual Number of Part Load Start/Stop Cycles (<60% Load)
- NB = Annual Number of Normal Base Load Start/Stop Cycles
- NP = Annual Number of Peak Load Start/Stop Cycles
- E = Annual Number of Emergency Starts
- F = Annual Number of Fast Load Starts
- T = Annual Number of Trips
- a_T = Trip Severity Factor = f (Load) (See Figure 21)
- n = Number of Trip Categories (i.e., Full Load, Part Load, etc.)

Model Series	S
MS6B/MS7EA	1,200
MS6FA	1,200
MS9E	900
MS7F/7FA/9F/9FA	900

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Figure 43. Hot gas path inspection starts-based criterion

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$$\text{Maintenance Interval (Hours)} = \frac{24000}{\text{Maintenance Factor}}$$

Where:

$$\text{Maintenance Factor} = \frac{\text{Factored Hours}}{\text{Actual Hours}}$$

Factored Hours = $(K + M \times I) \times (G + 1.5D + A_f H + 6P)$

Actual Hours = $(G + D + H + P)$

G = Annual Base Load Operating Hours on Gas Fuel
D = Annual Base Load Operating Hours on Distillate Fuel
H = Annual Operating Hours on Heavy Fuel
A_f = Heavy Fuel Severity Factor (Residual A_f = 3 to 4, Crude A_f = 2 to 3)
P = Annual Peak Load Operating Hours
I = Percent Water/Steam Injection Referenced to Inlet Air Flow
M & K = Water/Steam Injection Constants

M	K	Control	Steam Injection	N2/N3 Material
0	1	Dry	<2.2%	GTD-222/FSX-414
0	1	Dry	>2.2%	GTD-222
18	.6	Dry	>2.2%	FSX-414
18	1	Wet	>0%	GTD-222
.55	1	Wet	>0%	FSX-414

Figure 42. Hot gas path inspection: hours-based criterion

In instances where the information provided in this attachment is incomplete, or needs further clarification, the Parties agree to refer to GEII publication #GER-3620G.

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ATTACHMENT 10

GE PARENT GUARANTY AGREEMENT

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GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (the "Guaranty") is made as of the 31st day of December, 2001, by **GENERAL ELECTRIC COMPANY**, a corporation duly organized and existing under the laws of the State of New York, U.S.A., with its head office situated at 3135 Easton Turnpike, Fairfield, Connecticut 06431, U.S.A., and a place of business at 1 River Road, Schenectady, New York 12345, U.S.A. (herein called "Guarantor"), for the benefit of Tampa Electric Company (TECO), a corporation duly organized and existing under the laws of Florida, with its head office situated at 720 North Franklin Street, Tampa, Fl, 33601 (herein called "Customer"). (GE and Customer are individually referred to herein as a "Party" and collectively as the "Parties.")

RECITALS:

WHEREAS, General Electric International, Inc., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., with its head office situated at Two Corporate Drive, Shelton, Connecticut 06484, U.S.A., and a place of business at 4200 Wildwood Pkwy, Atlanta, GA, 30339, U.S.A. (herein called "Contractor") is a wholly owned affiliate of Guarantor;

WHEREAS, Customer has entered into an Amended and Restated Agreement with Contractor dated 31 December, 2001 (together with the schedules, annexes, and exhibits thereto and as the same may be amended from time to time, herein called the "Contract"), for the supply of parts and services under a Contractual Services Agreement to be located at the Polk Power Station Facility;

WHEREAS, Customer requires Contractor to obtain and deliver, as a condition precedent to entering into the Contract with the Contractor, a parent company guarantee of Contractor's performance under the Contract; and

WHEREAS, Guarantor as ultimate parent company of Contractor, is willing to enter into this Guaranty to satisfy Customer's request.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Customer that in the event of Contractor failing in any respect to perform or observe the terms and provisions of the Contract or in the event of any material breech of any representation by Contractor thereunder, Guarantor shall immediately upon first demand in writing by Customer perform or take such steps as are necessary to achieve performance or observance of such terms, provisions and representation shall indemnify and keep indemnified Customer against any and all losses, damages, claims, costs, charges, and expenses howsoever arising from the said failure to the extent of Contractor's liability under the Contract.

2. The liability of Guarantor hereunder shall not be reduced or discharged by any alteration or amendment of the Contract or any alteration in the relationship between Contractor and Customer which has been consented to by Contractor in writing (with or without the knowledge or consent of Guarantor),

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or by any forbearance or indulgence by Customer towards Contractor or Guarantor whether as to payment, time, performance, or otherwise.

3. Guarantor agrees to make any payment due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as protest or notice being necessary, and waives all privileges or rights which it may have as a guarantor, including any right to require Customer to claim payment or to exhaust remedies against Contractor or any other person.

4. The obligations of Guarantor hereunder shall continue in full force and effect after expiry or termination of the Contract until all Contractor's obligations and liabilities under the Contract have been fully discharged.

5. This Guaranty and the undertakings herein contained shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors or permitted assignees of Customer. Customer may assign, charge, or transfer all or any of its right, title and interest in this Guaranty upon such terms as Customer may think fit to (1) any assignee of Customer's right, title and interests to the Contract or (2) any agent for and on behalf of any syndicate of banks and financial institutions providing credit and guaranty facilities to Customer in connection with the Contract. No person other than Customer or such permitted assignees as described above is intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Guarantor may not otherwise assign or otherwise transfer any of its rights or obligations hereunder.

6. Notwithstanding anything to the contrary above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that Contractor could assert had such claim been made directly against any Contractor under the Contract.

7. Guarantor agrees that any award resulting from any arbitration under the Contract shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

TAMPA ELECTRIC COMPANY	GENERAL ELECTRIC COMPANY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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ATTACHMENT 11

PERFORMANCE MONITORING AND OPTIMIZATION SYSTEM CONDITIONS

In order to monitor performance of the Covered Units, GEII or one of its Affiliates shall install at the Facility a performance monitoring system such as EfficiencyMap+™ Performance Monitoring and Optimization System ("EfficiencyMap+") or its equivalent (collectively referenced to throughout as Efficiency Map+). EfficiencyMap+ is intended to assist GEII to more efficiently manage its obligations under this Agreement.

EfficiencyMap+ consists of the following modules/components to be installed at the Site:

1. On-Line Heat Balance (Data Validation) Module.
2. Performance Module.
3. Optimizer Module
4. One Windows-based EfficiencyMap+ Computer (Computer, Monitor, Mouse and Keyboard)
5. Data Module, which provides data acquisition and data archiving configured to collect data from the Facility's Distributive Control System (DCS), gas turbine and/steam turbine controls, or other data sources.

The following conditions shall apply to EfficiencyMap+:

1. GEII assumes no greater or lesser liability than it has under the terms of this Agreement as a result of the application of EfficiencyMap+ to the Covered Units. FURTHER, GEII SHALL NOT BE RESPONSIBLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY OF GEII), WARRANTY OR OTHERWISE FOR FAILING TO MONITOR EFFICIENCYMAP+ OR FAILING TO NOTIFY CUSTOMER OF ABNORMALITIES.

2. EfficiencyMap+ equipment that will be placed on the Covered Units is passive and will not interfere in any way with the operation of that equipment.

3. Title to EfficiencyMap+ hardware and software is and shall remain with GEII or its affiliates. GEII does not sell or license EfficiencyMap+, and does not grant any Ownerership or license interest in EfficiencyMap+ to Customer by virtue of this program, except for Customer's right to use as set forth in paragraphs 4 and 5 below. Customer acknowledges that, in addition to GEII-owned software, EfficiencyMap+ contains certain third party software, which GEII either owns or is licensed to use, and, except as provided in paragraphs 4 and 5 below, that GEII does not extend any license to any such software to Customer. Customer agrees not to alter the hardware, software, connections or configuration of EfficiencyMap+ or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change EfficiencyMap+ setup, functioning and configuration, or connectivity.

4. GEII will provide instruction to Customer's personnel on-site concerning EfficiencyMap+ features to which Customer will have the right to use and view. EfficiencyMap+ will include

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standard data displays for data visualization and use. Customer agrees not to attempt to access any data, displays, information, software or other parts or functions of EfficiencyMap+ that have not been specifically made available to it by GEII, whether or not protected or restricted.

5. Customer may use and view EfficiencyMap+ to compare the current plant performance with expected plant performance, identify where differences (deviations) occur and track the changes in performance over time. Customer may use and view the Optimizer to evaluate plant configuration given current prices, load levels and equipment degradation, and for scenario analysis.

6. Customer agrees not to disassemble, reverse engineer, reverse assemble, de-compile or otherwise attempt to derive the source code of any EfficiencyMap+ software, including third party software.

7. Customer shall make a phone line available for GEII connection to EfficiencyMap+ assigned specifically for use of EfficiencyMap+. The said phone line shall be and remain continuously connected to EfficiencyMap+ and shall not be used by Customer or others for any other purpose. The phone line must be direct and not through a switchboard. Customer shall not connect, or allow to be connected any other phone line to the EfficiencyMap+. GEII shall have a right to access EfficiencyMap+ and its connections at all reasonable times.

8. Customer shall provide any hardware, software, and/or labor necessary for the Facility to communicate in a digital format via a serial port, SCSI, or Ethernet connection from the Facility's Distributive Control System ("DCS"), gas turbine and/or steam turbine controls, and/or other data sources to a single location for connection to the embedded PI™ System by OSI Software, Inc. running on the EfficiencyMap Computer.

9. Customer's technical representative and/or DCS Representative shall provide assistance, as required, in the physical connection of the EfficiencyMap+ computer to the Facility's DCS and/or infrastructure. This may involve installing and/or troubleshooting the DCS hardware and/or software related to data acquisition. Customer does not have any right or responsibility to maintain or repair EfficiencyMap+ except as otherwise approved by GEII.

10. Customer shall be responsible for the security of EfficiencyMap+ at the Facility. Customer shall supply and maintain an electric power source for EfficiencyMap+.

11. The EfficiencyMap+ program is to support GEII's obligations under this Agreement, and will be removed by GEII, at no expense to Customer, upon or after termination of this Agreement.

12. Customer retains ownership of Covered Unit operating data.

13. The following EfficiencyMap+ system installation requirements shall be provided by Customer: (Items listed which have a superscript 1 shall be required if applicable)

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13.1. Customer shall appoint and identify a representative who will be responsible for Customer's obligations throughout the project implementation. Implementation of EfficiencyMap+ requires Customer to provide the following information and assistance at its expense to the extent reasonably practicable.

13.2. Data Acquisition Information
- 13.2.1. DCS manufacturer and model,
- 13.2.2. DCS communication interface hardware type such as serial port, Ethernet, SCSI.
- 13.2.3. Distance from the Facility DCS connection location to the EfficiencyMap+ computer which is necessary to determine communications cable(s) requirements,
- 13.2.4. plant computer network type that will be used by plant computer clients for accessing the EfficiencyMap+ Computer[1],
- 13.2.5. cable network connection type such as RJ45, BNC, SCSI[1],
- 13.2.6. complete plant tag list with specification of engineering units, zero and calibration span (in engineering units), and description of the instrument saved as an Excel spreadsheet.

13.3. Facility & equipment descriptions
- 13.3.1. design ambient conditions,
- 13.3.2. complete Facility piping and instrumentation diagrams ("P&IDs") for all Facility subsystems,
- 13.3.3. complete power plant thermal kit including all manufacturer performance curves and detailed manufacturers' design and guarantee data for the gas turbines, heat recovery steam generators ("HRSGs") including component heat transfer surface areas, steam turbines, condensers including heat transfer surface area, cooling towers and fired auxiliary boilers[1] as shown in GE Enter Software's "Plant Information Example" booklet, which is available upon request
- 13.3.4. design and off-design Facility heat balance diagrams, including but not limited to any available GateCycle models of the Facility,
- 13.3.5. fuel types (natural gas, oil, etc.), compositions, and heating values,
- 13.3.6. letdowns and bypass flows that are commonly used during steady-state operation and DCS tags, which indicate when these flows are operating,
- 13.3.7. gas turbine control curves which determines exhaust temperatures during full-load and part-load operation.

13.4. Facility Operating Data As Applicable For An Existing, Installed Facility
- 13.4.1. Facility acceptance test data that include all of the Facility measurements and heat balance calculations such as heat rate, gas turbine airflow, etc., made by the Supply Contract,
- 13.4.2. historical Facility heat balance data for each expected plant operating mode such as minimum, medium, base and peak (if applicable) for a cold day (0° to 32° F), a mild day (33° - 70° F), and a hot day (71° - 110° F),

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13.4.3. expected predominant power plant operation mode(s), i.e. base load, part load, etc.

13.5. Required Measured Data

13.5.1. EfficiencyMap+ requires that the following measured data be available and accessible throughout the project with an accuracy of temperatures and pressures to ± one percent (1%), flow rates to ± two percent (2%), and powers to ± one-half percent (0.5%).

13.5.2. overall plant system

- gross unit power[1]
- auxiliary power
- net unit power
- fuel composition, density, flow, higher heating value
- make-up water flow[1]
- process steam flows

13.5.3. industrial gas turbine

- ambient temperature[1], pressure[1] and relative humidity[1]
- inlet pressure loss[1]
- compressor inlet temperature, pressure[1]
- inlet guide vane angle
- compressor discharge temperature, pressure
- fuel flow rate
- steam/water injection flow, temperature[1], pressure[1]
- average exhaust temperature
- exhaust pressure loss[1]
- power

13.5.4 HRSG (if applicable)

- high pressure steam flow, pressure, temperature
- attemperator control water flow, temperature[1], pressure[1]
- intermediate steam flow, pressure, temperature
- low pressure steam flow[1], temperature[1] pressure[1]
- duct fuel flow, heating value, composition
- gas stack temperature
- HRSG gas delta-p
- any other flow into or out of the HRSG

13.5.5. steam turbine/condenser (if applicable)

- inlet throttle flow, temperature, pressure
- extraction flows, temperatures, pressures
- induction flows, temperatures, pressures
- steam turbine power
- condenser (back) pressure
- condenser cooling water temperature increase, flow
- spool inlet & exhaust conditions of flow[1], temperature and pressure are needed if spool efficiencies are to be calculated.

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13.6. Required Optimizer Parameters

13.6.1. The following operational parameters are required inputs to the Optimizer Module, assuming that GEII installs the Optimizer at the Facility. In the case of the On-line Optimizer Module, these inputs are fed automatically to the Optimizer from the Data Acquisition & Computer Module.

13.6.2. ambient conditions

- ambient temperature
- ambient pressure
- ambient relative humidity

13.6.3. revenues

- electric prices: peak and off-peak, including weekends and holidays, for winter and summer periods for customer #1
- electric price: customer #2
- electric price: any other customers
- natural gas price
- high pressure steam sales price
- intermediate pressure steam sales price
- low pressure steam sales price

13.6.4. expense

- fuel costs
- makeup water costs
- process return cost
- gas turbine maintenance cost
- steam turbine maintenance cost
- auxiliary boiler maintenance cost
- plant capital cost
- purchase electric cost

13.6.5. Facility operation

- minimum Facility net power
- maximum Facility net power
- maximum fuel available
- high pressure process steam demand
- intermediate pressure process steam demand
- low pressure process steam demand

13.7. Required Constraints For The Optimizer Module

13.7.1. The Facility must supply values for the following constraints, which will be constant inputs during the Optimizer operation.

13.7.2. gas turbine/generator

- generator maximum power
- generator minimum power
- maximum augmentation stream

13.7.3. inlet temperature

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- heating maximum temperature rise
- cooling maximum temperature reduction

13.7.4. steam turbine/generator

- maximum generator power
- minimum generator power
- maximum throttle flow
- maximum high pressure extraction/injection flow
- maximum intermediate pressure extraction/injection flow
- maximum low pressure extraction/injection flow
- minimum discharge flow.

13.7.5. letdowns

- maximum high pressure to intermediate pressure
- maximum intermediate pressure to low pressure
- maximum low pressure to condenser

13.7.6. steam production

- maximum high pressure auxiliary boiler
- maximum intermediate pressure auxiliary boiler

13.8. Infrastructure

13.8.1. a suitable location and workspace within the Facility's control room for locating the EfficiencyMap+ Computer,

13.8.2. physical security and responsibility for any materials which GEII or its Affiliates may deliver or have delivered to the Facility,

13.8.3 restrict use of the EfficiencyMap+ Computer by Customer's personnel until they have attend EfficiencyMap+ training including loading other software programs, changing computer configurations and passwords, etc

13.8.4 all hardware connection devices (cable, adapters, short-haul modems, etc.) necessary to connect from the Facility DCS, gas turbine and/or steam turbine controls, and/or other data sources to a single location at the EfficiencyMap Computer.

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ATTACHMENT 12
GEII'S PLANNED MAINTENANCE SCOPE OF WORK

The Planned Maintenance work of the GEII will consist of some or all of the following work, including provision of Parts, as GEII determines to be necessary in accordance with this Agreement: (i) Gas Turbine Combustion Inspection, (ii) Gas Turbine Hot Gas Path Inspection, (iii) Gas Turbine Major Inspection, and (iv) Generator Major Inspection. Recognizing that the precise scope of such maintenance events may vary over the Term of this Agreement, such as by extension of the intervals between the need to repair or replace parts, the following outlines a current example scope of said Planned Maintenance events but not necessarily the exact scope of work of GEII under this Agreement:

Prior to mobilization for each particular Planned Maintenance event, as described below, GEII will check for, and review, applicable TILs. Such TILs will be addressed in accordance with this Agreement.

Gas Turbine:

A. Gas Turbine Combustion Inspection

1. Mobilization

A. Mobilize on job Site (undertake activities appropriate to the situation, which may include some or all of the following: marshal tools and equipment adjacent to the Unit, establish work crews, organize work area, conduct safety meeting(s) for GEII crew).
B. Record baseline operating data.
C. Before proceeding with the inspection confirm with the Customer's operators that the gas turbine is shutdown, electrical power is tagged-out, CO2 system is deactivated, and the gas and steam supplies are blanked off.

2. Disassembly

A. Remove gas fuel lines.
B. Remove fuel nozzles.
C. Remove flame detectors and spark plugs.
D. Unbolt and open up combustion casing covers.
E. Remove crossfire tube retainers, combustion liners, crossfire tubes, and flow sleeves.
F. Remove combustion casings as required.

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G. Remove transition pieces.
H. Disconnect wiring and conduit in turbine compartment area needed for the removal of the lagging and piping.
I. Remove inlet plenum access panel.

3. Inspection

A. In all cases where GEII inspects Inspect Only Components, such components are subjected only to visual check to the extent visual access is available based upon work otherwise being performed by GEII.
B. Visually inspect all removed combustion hardware.
C. Visually inspect inlet guide vanes and bushings.
D. Clean and prepare all horizontal and vertical joints.
E. Visually inspect all fuel gas, water, and hydraulic piping before reinstalling.
F. Visually inspect the condition of the collector rings and measure and record brush-holder clearance.
G. Visually inspect leading face of first stage nozzle.
H. Visually inspect exit of compressor.

4. Reassembly

A. Connect wiring and conduit in turbine compartment area.
B. Install transition pieces.
C. Install combustion casings.
D. Install crossfire tubes and retainers, combustion liners, and flow sleeves.
E. Install combustion casing covers.
F. Install steam injection piping.
G. Install flame detectors and spark plugs.
H. Install fuel nozzles.
I. Install fuel gas lines.
J. Install side panels.

5. Auxiliary Workscope

If included, as agreed to by the Parties as Extra Work.

6. Completion

A. Remove tags and prepare the unit for operation.
B. Leak check all areas of turbine at first operational run. Run to be performed within 24 hours of unit completion (turnover to Customer).
C. Record baseline data with turbine on-line.

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D. Move off job Site.
E. Furnish inspection report.

B. Gas Turbine Hot Gas Path Inspection

1. Mobilization

A. Mobilize on job Site (undertake activities appropriate to the situation, which may include some or all of the following: marshal tools and equipment adjacent to the Unit, establish work crews, organize work area, conduct safety meeting(s) for GEII crew).
B. Record baseline operating data.
C. Before proceeding with the inspection confirm with the Customer's operators that the gas turbine is shutdown, electrical power is tagged-out, CO2 system is deactivated, and the gas supply is blanked off.

2. Disassembly

A. Remove turbine compartment roof and side panels.
B. Remove gas fuel lines.
C. Remove fuel nozzles.
D. Remove flame detectors and spark plugs.
E. Remove cooling and sealing air lines.
F. Unbolt and open up combustion casing covers.
G. Remove crossfire tube retainers, combustion liners, crossfire tubes, and flow sleeves.
H. Remove combustion casings.
I. Remove transition pieces.
J. Disconnect wiring and conduit in turbine compartment area as needed for the removal of the turbine casing, lagging, and piping.
K. Place mechanical jacks under the turbine casing.
L. Remove turbine casing bolts.
M. Remove upper half turbine casing.
N. Remove wheel space thermocouples.
O. Remove upper and lower halves of the first stage nozzle, second stage nozzle, and third stage nozzle.

3. Inspection

A. Visually inspect all removed combustion hardware.
B. Measure and record initial turbine clearances, rotor thrust, and 2nd and 3rd stage nozzle deflection.
C. Measure and record first stage nozzle concentricity and ellipticity.

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D. Visually inspect first, second, and third stage nozzle.
E. Visually inspect first, second, and third stage turbine buckets.
F. Visually inspect the hot gas path.
G. Visually inspect inlet guide vanes and bushings.
H. Clean and visually inspect upper and lower half casings for pitting, corrosion, and erosion.
I. Clean and prepare all horizontal and vertical joints.
J. Visually inspect all fuel gas, water, and hydraulic piping before reinstalling.
K. Visually inspect the condition of the collector rings and measure and record brush-holder clearance.

4. Reassembly

A. Install the lower halves of the first, second, and third stage nozzles.
B. Install the upper halves of the first, second, third stage nozzles.
C. Install upper half turbine casing.
D. Remove mechanical jacks from under the turbine casing.
E. Connect wiring and conduit in turbine compartment area.
F. Install transition pieces.
G. Install combustion casings.
H. Install crossfire tubes and retainers, combustion liners, and flow sleeves.
I. Install combustion casing covers.
J. Install cooling and sealing air lines.
K. Install flame detectors and spark plugs.
L. Install fuel nozzles.
M. Install fuel gas lines.
N. Install turbine compartment roof and side panels.

5. Auxiliary Workscope

If included, as agreed to by the Parties as Extra Work

6. Completion

A. Remove tags and prepare the unit for operation.
B. Leak check all areas of turbine at first operational run. Run to be performed within 24 hours of unit completion (turnover to Customer).
C. Record baseline data with turbine on-line.
D. Move off job Site.
E. Furnish inspection report.

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C. Gas Turbine Major Inspection

1. Mobilization

A. Mobilize on job Site (undertake activities appropriate to the situation, which may include some or all of the following: marshal tools and equipment adjacent to the Unit, establish work crews, organize work area, conduct safety meeting(s) for GEII crew).
B. Record baseline operating data.
C. Before proceeding with the inspection confirm with the Customer's operators that the gas turbine is shutdown, electrical power is tagged-out, CO2 system is deactivated, and the gas and steam supplies are blanked off.

2. Disassembly

A. Remove load coupling for alignment checks. Perform alignment checks.
B. Remove turbine compartment roof and side panels.
C. Remove gas fuel lines and fuel nozzles.
D. Remove flame detectors and spark plugs.
E. Remove cooling and sealing air lines.
F. Unbolt and open up combustion casing covers.
G. Remove crossfire tube retainers, combustion liners, crossfire tubes, and flow sleeves.
H. Remove combustion casings and transition pieces.
I. Disconnect wiring and conduit in turbine compartment area needed for the removal of the turbine and compressor casings.
J. Place mechanical jacks under the compressor and turbine casings.
K. Remove inlet duct elbow.
L. Remove turbine casing bolts and upper half turbine casing.
M. Unbolt and remove upper half inlet plenum
N. Unbolt and remove upper half exhaust frame.
O. Unbolt and remove inlet, forward compressor, aft compressor, and compressor discharge casings.
P. Remove upper and lower halves of the first stage nozzle, second stage nozzle, and third stage nozzle.
Q. Remove the upper half inner compressor discharge casing.
R. Disassemble the upper half number one and two bearing housings. Disassemble thrust bearing.
S. Remove main lube oil pumps
T. Remove lube oil pump suction screens.
U. Remove generator end shields on the turbine and exciter ends.
V. Disconnect wiring to disconnect the collector enclosure, and remove the collector enclosure from foundation.
W. Remove generator field and disassemble generator bearings

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X. Clean oil reservoir (removal of old oil by Customer or Customer contractor other than GEII).
Y. Remove lube oil and generator coolers.
Z. Disassemble stop/ratio valve and gas control valve.
AA. Remove compressor bleed valves for refurbishment by others (at Customer's expense).

3. Inspection

A. Inspect the load coupling.
B. Visually inspect all removed combustion hardware.
C. Measure and record initial turbine clearances, rotor thrust, and 2nd and 3rd stage nozzle deflection.
D. Visually inspect first, second, and third stage nozzle.
E. Visually inspect first, second, and third stage turbine buckets and compressor rotor and stator blades.
F. Measure and record compressor clearances.
G. Blending of compressor blading that does not require removal of the compressor rotor.
H. Inspect number one and two bearings and their associated oil deflectors.
I. Visually inspect the hot gas path.
J. Inspect/calibrate inlet guide vanes and inspect bushings.
K. Clean and visually inspect upper and lower half casings for pitting, corrosion, and erosion.
L. Clean and prepare all horizontal and vertical joints.
M. Visually inspect all fuel gas, water, and hydraulic piping before reinstalling.
N. Measure and record thrust clearance, assembly compressor clearances, and assembly turbine clearances.
O. Measure and record final alignment readings (any alignment correction of the bases will be performed on as Extra Work).
P. Inspect stop/ratio and gas control valve.
Q. Inspect lube oil pump impellers and bushings.
R. Inspect generator bearings and their associated oil deflectors.

4. Re-assembly

A. Assemble/calibrate stop/ratio and gas control valves.
B. Assemble and install lube oil pumps.
C. Install lube oil and generator coolers.
D. Lower Half
    1. Install the lower half #1 and #2 gas turbine bearings.
    2. Assemble the #1 and #2 gas turbine bearings.
    3. Assemble thrust bearing.
    4. Install the lower halves of the first, second, and third stage nozzles.

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E. Upper Half
   1. Install the upper halves of the first, second, third stage nozzles.
   2. Install the upper half, inner compressor discharge casing.
   3. Install inlet, compressor, and compressor discharge casings.
   4. Install upper half exhaust frame.
   5. Install upper half inlet plenum.
   6. Install upper half turbine casing.

F. Install inlet duct elbow.
G. Remove mechanical jacks from under the compressor and turbine casings.
H. Connect wiring and conduit in turbine compartment area.
I. Install inlet and exhaust plenum access panels.
J. Install transition pieces.
K. Install outer combustion casings and aft flow sleeves.
L. Install crossfire tubes and retainers, combustion liners, and forward flow sleeves.
M. Install combustion outer casing covers.
N. Install cooling and sealing air lines.
O. Install flame detectors and spark plugs.
P. Install fuel nozzles.
Q. Install fuel gas lines.
R. Install turbine compartment roof and side panels.
S. Install load couplings.
T. Assemble generator bearings.
U. Install generator field.
V. Install the turbine end and the collector end, generator end shields.
W. Install collector enclosure back on foundation, if applicable.
X. Connect collector enclosure wiring.
Y. Install compressor bleed valves.

5. Auxiliary Workscope

If included, as agreed to by the Parties as Extra Work

6. Completion

A. Remove tags and prepare the unit for operation.
B. Leak check all areas of turbine at first operational run. Run to be performed within 24 hours of unit completion (turnover to Customer).
C. Record baseline data with turbine on-line.
D. Move off job site.
E. Furnish inspection report.

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Generator:

A. Generator Major Inspection

1. Pre-Shutdown Checks
   The following will be checked and recorded prior to shutdown:
   A. Check double insulated bearings
   B. Recurring problems and discrepancies review
   C. Present annunciator drops
   D. Operating data

2. Mobilize

A. Mobilize on job Site (undertake activities appropriate to the situation, which may include some or all of the following: marshal tools and equipment adjacent to the Unit, establish work crews, organize work area, conduct safety meeting(s) for GEII crew).

B. Confirm with the Customer's operators that the generator is shut down and that electrical power is tagged-out.

3. Disassemble Generator

A. Disassemble journal bearings, visually inspect, record clearances and condition, including ball seat contact and pinch cheeks
B. Disassemble oil deflectors and hydrogen seals
A. Disassemble end shield piping
B. Disassemble/remove collector brush holder rigging
C. Remove end shields and generator field
D. Remove stator cooler heads

4. Inspection
   A. All results will be recorded on standard inspection forms
   B. Visually Inspect/Clean
      1. Bearings
      2. Oil Deflectors
      3. Hydrogen Seals
      4. Coolers
      5. Generator field
      6. Stator windings

5. Electrical Tests

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A. Stator
   1. 10-Minute Insulation Resistance with Polarization Index
   2. Winding Copper Resistance
   3. RTD Resistance Check and Insulation Resistance
   4. DC leakage

B. Field
   1. 10-Minute Insulation Resistance with Polarization Index
   2. Winding Copper Resistance
   3. AC Impedance Test

6. **Visual Inspection**
   A. Stator, including High Voltage bushings
   B. Field
   C. Excitation equipment

7. **Assemble Generator**
   A. Install stator cooler heads
   B. Generator field
   C. Hydrogen seals
   D. Bearings
   E. Oil deflectors
   F. End shields
   G. Collector brush rigging

8. **Assemble Lagging**
   A. Upper end shield lagging
   B. Stator cooler dome lagging

9. **Pre-Start and Operational Checks**
   A. Check slow roll operation
   B. Record start-up and operational data

10. **Demobilize**
    A. Demobilize from the Site

11. **Report**
    A final written report of the inspection, covering conditions found, work performed, inspection data, clearance data, operational data and recommendations, will be prepared and submitted.

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CUSTOMER'S MAINTENANCE SUPPORT RESPONSIBILITIES:

In addition to the Customer's responsibilities described in Attachment 3 of this Agreement, Customer shall perform the following specific workscope items in connection with GEII's Planned Maintenance, Unplanned Maintenance and Extra Work:

Gas Turbine Combustion Inspection

Perform calibration of combustion controls i.e., gas control valves, IGVs, bleed heat valves etc.

Gas Turbine Hot Gas Path Inspections

In addition to the items specified for the Gas Turbine Combustion Inspection, also:
Check and replace faulty wheel space thermocouples
Upon reconnection of electrical and instrumentation verify connections, calibrate and rotation check

Gas Turbine Major Inspection

In addition to the items specified for the Gas Turbine Hot Gas Path Inspection, also
Inspect inlet systems for corrosion cracked silencers, bleed heat manifold inspection and loose parts

Generator Major Inspection

Inspect terminal box hardware, high voltage bushings, bushing terminals, terminal box bushings seals, and current transformer assembly.
Perform electrical disconnects on 18kV Bus work to support generator testing for GEII
Make necessary disconnection of generator line and neutral leads and RTD's at their terminal Board. Reconnect disconnected lines upon request of GEII.

All Planned and Unplanned Maintenance Outages and Extra Work:

Offload, locate and reload test equipment
De-energization and re-energization including Lock out/Tag-out all equipment
Provide weatherproof enclosure

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ATTACHMENT 13

SPECIFICATIONS

1.0	GEI 41004H	Cooling Water Recommendations	(attached)
2.0	GEK 101944	Requirements for Water/Steam Purity in Gas Turbines	(attached)
3.0	GEI 41040F	Process Specification Fuel Gases for Combustion in Heavy-Duty Gas Turbines	(attached)

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SECOND AMENDMENT
TO
AMENDED AND RESTATED CONTRACTUAL SERVICES AGREEMENT

This SECOND AMENDMENT TO AMENDED AND RESTATED CONTRACTUAL SERVICES AGREEMENT (the "Second Amendment"), is being entered into and is effective as of this _____ day of June, 2007 ("Second Amendment Effective Date"), by and between **GENERAL ELECTRIC INTERNATIONAL, INC.** ("GEII") and **TAMPA ELECTRIC COMPANY** ("Customer").

RECITALS

A. GEII and the Customer previously entered into that certain Amended and Restated Contractual Services Agreement, made effective as of December 31, 2001, as amended by that certain First Amendment to the Amended and Restated Contractual Service Agreement, effective August 8, 2003 (and as further amended from time to time, the "Agreement"); and

B. In 2004, the Parties agreed to replace the Labor Index reference utilized in Section 2.1 of ATTACHMENT 4 to the Agreement; and

C. The Customer and GEII have mutually agreed to further permanently modify certain provisions of the Agreement and to memorialize such modifications (including the modification referenced in Recital B above) as set forth below in this Second Amendment;

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual promises made and other good consideration described herein, receipt and sufficiency of which is hereby acknowledged, and in consideration of the covenants herein contained, the Parties hereby agree as follows:

1. DEFINED TERMS: Unless otherwise defined herein, all capitalized terms used in this Second Amendment shall have the meanings ascribed to them in the Agreement.

2. AMENDMENT: From and after the Second Amendment Effective Date, the Agreement is hereby modified, as follows:

2.1 Frequency of Planned Maintenance Outages. Section 1.1 of ATTACHMENT 2 is hereby deleted in its entirety and replaced with the following in lieu thereof:

> The Parties assume that no more than four (4) Planned Maintenance Outages will be completed on the Group Covered Units during any one Outage Season. Furthermore, unless additional Parts are purchased by Customer for the Group Spare Parts Pool, the Parties mutually agree that only one (1) Planned Maintenance Outage per Outage Season will be performed among the Group Covered Units at Polk Power Station. Two Outage Seasons will occur during each Agreement Year. This limitation is

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due to the assumed number of Parts in the Group Spare Parts Pool. If Customer elects to have GEII perform more than four (4) Planned Maintenance Outages on the Group Covered Units during any Outage Season, GEII will provide additional Parts as Extra Work in accordance with Sections 1.10 and 15.0 of Attachment 5, and Customer shall pay for such additional Parts in accordance with Attachment 4; provided, however, Customer shall pay no fee for the labor to perform such Planned Maintenance as such costs are covered in the Contract Fee. Customer must notify GEII in writing six (6) months prior to any anticipated deviation from the Planned Maintenance Outage limitation set forth above. Customer acknowledges that the Hot Gas Path Inspection on any of the Group Covered Units shall not be performed within a six (6) month period of each other, or sooner as the Parties may otherwise agree.

2.2 Scheduling Planned Maintenance. Section 2.1 of ATTACHMENT 2 is hereby deleted in its entirety and replaced with the following in lieu thereof.

From the Effective Date through the CSA End Date for the Polk Unit 2 Covered Unit and from the CSA Start Date through the CSA End Date for the Polk Unit 3 Covered Unit, GEII shall provide all Planned Maintenance of the Covered Units. The Planned Maintenance (as defined in Article 1.0 of Attachment 5) to be performed by GEII shall include the work performed as necessary to maintain the Covered Units in good working condition, including the following: (i) gas turbine hot gas path inspection Outage(s), and (ii) generator minor inspection Outage(s). A general description of the GEII scope of work for each such type of Planned Maintenance inspection is set forth below and in Attachment 12. It is understood, however, that intervals between Planned Maintenance Outages may be extended (or reduced, as the need may be determined based on future events) and further, that as a result of efforts to extend Planned Maintenance intervals, or other improvements during the term of this Agreement, not every task as listed below may be necessary at each such Planned Maintenance Outage. It is also understood that, if through no fault of the Customer, shorter intervals become necessary for such Planned Maintenance (except in the event of an Assumption Violation which causes a shorter interval), Planned Maintenance on the more frequent recommended schedule is within the scope of GEII's responsibility under this Agreement and will not be cause for additional compensation. It is anticipated that more customized or specific Planned Maintenance scopes will be jointly developed by GEII and the Customer at planning meetings scheduled approximately six (6) months prior to each Planned Maintenance Outage or upon some other mutually agreeable schedule.

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Performance of Planned Maintenance includes planning, site mobilization, disassembly, inspection, component replacement or repair as required, reassembly, demobilization and provision of post-Outage reports. The various systems and or components of the Covered Units that will be the subject of each particular Planned Maintenance Outage may vary; however, they are generally described as follows:

A Gas Turbine Planned Maintenance

Hot Gas Path Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the hot gas path inspection.

B Generator Planned Maintenance

Minor Inspection (performed during a Hot Gas Path Inspection)

- Review operating data

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- Visually inspect through access covers

Planned Maintenance shall be performed at such intervals as may be reasonably required, but in no event shall such intervals exceed those recommended by GEII pursuant to Attachment 9, unless otherwise agreed by the Parties. GEII and Customer shall mutually agree upon the exact dates for Planned Maintenance Outages. The following components ("Inspect Only") shall be visually inspected during certain Planned Maintenance Outages, and any repairs or replacements shall be considered Extra Work.

Rotor

Compressor

Shells

Casing

2.3 Unplanned Maintenance. Section 4.0 of ATTACHMENT 2 is hereby deleted in its entirety and replaced with the following in lieu thereof.

From the Effective Date through the CSA End Date for the Polk Unit 2 Covered Unit and from the end of the Equipment Contract warranty period through the CSA End Date for the Polk Unit 3 Covered Unit, GEII shall provide all Unplanned Maintenance per Section 1.3.1 of ATTACHMENT 4, of the Covered Units. Any warranty work required in accordance with Article 4.0 of ATTACHMENT 5 shall not be considered Unplanned Maintenance. Consistent with the Price as set forth in ATTACHMENT 4, Unplanned Maintenance of a Covered Unit arising solely from a failure or cause outside of the Covered Unit(s), shall be Extra Work for which GEII will be compensated on a time and material basis as set forth in ATTACHMENT 4 of this Agreement, or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

2.4 Pooling of Parts. Section 5.1 of ATTACHMENT 2 is hereby deleted in its entirety and replaced with the following in lieu thereof:

The Parties acknowledge that GEII has provided the Customer an inventory of Initial Spare Parts for the Covered Units as described in ATTACHMENT 2A, which were paid for under the Original Polk Unit 2 Contract. The Customer shall make the Initial Spare Parts available at no charge for use by GEII in the performance of this Agreement. GEII may

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draw from all suitable Parts available among the Initial Spare Parts when performing Planned Maintenance and Unplanned Maintenance under this Agreement prior to otherwise furnishing Parts. The Parties agree that Parts furnished by GEII under this Agreement, the Bayside CSA and the Polk 4&5 CSA shall be shared between Customer's Unit 2, Unit 3, Unit 4 and Unit 5 at the Polk Power Station and all of the Units located at the Bayside Power Station and be made available for GEII's use in performance of its obligations under this Agreement and under the Bayside CSA and under the Polk 4&5 CSA.

In the event the Bayside CSA is terminated or expires prior to the end of the term of this Agreement, Parts from the Polk 4 & 5 CSA shall be shared between Customer's Unit 2, Unit 3, Unit 4 and Unit 5 at the Polk Power Station. In the event the Polk 4 & 5 CSA is terminated or expires prior to the end of this Agreement, GEII is entitled to a price adjustment equivalent to a full set of Hot Gas Path Parts discounted at Extra Work Rates, unless alternative parts of the same pedigree and quantity are made available for use by GEII.

2.5 Ownership of Used Parts. Section 7.8 of ATTACHMENT 2 is hereby deleted in its entirety and replaced with the following in lieu thereof:

Ownership of Used Parts: GEII agrees to deliver to Customer all combustion inspection parts removed from the last Covered Unit during the final Hot Gas Path Inspection of this Agreement. Said parts shall be delivered in "as is" condition and shall become the property of Customer.

2.6 Labor Index Reference for Price Escalation. The words "SIC3511 (BLS Series ID EEU31351106)" are hereby deleted from Section 2.1(A)(1) of ATTACHMENT 4 and replaced with "CEU3133360006" in lieu thereof.

2.7 New Definitions. The following definitions are hereby added to Section 1.0 of ATTACHMENT 5:

1.32 Group Covered Units -- shall mean, collectively, the Covered Units as defined in this Agreement together with the Bayside CSA and the Polk 4&5 CSA.

1.33 Group Spare Parts Pool - shall mean Initial Spare Parts, Capital Parts furnished by GEII under (i) this Agreement; (ii) Bayside CSA (for its duration); and (iii) Polk 4 & 5 CSA (for its duration). Group Spare Parts Pool shall not include consumables GEII brings on to the Site.

1.34 Hot Gas Path Inspection - shall have the same meaning as "Gas Turbine Hot Gas Path Inspection," as described in ATTACHMENT 12.

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1.35 Outage Season - means March 1 through May 31 and September 1 through December 31 of each calendar year of the Term of this Agreement, or as otherwise agreed upon by the Parties.

1.36 Polk 4 & 5 CSA – shall mean that Contractual Services Agreement, dated effective as of June ___, 2007. between the Customer and GEII, as may be amended from time to time.

2.8 Modified Definitions. The definition for "CSA End Date" as set forth in Section 1.0 of ATTACHMENT 5 is hereby deleted in its entirety and replaced with the following in lieu thereof:

1.6 CSA End Date – means, for each Covered Unit, the latter of i) the date the Covered Unit has completed the second hot gas path inspection or (ii) the date the Covered Unit has achieved 1800 Factored Starts from the CSA Start Date.

2.9 Warranty to Title Language. In Sections 4.1.1 and 4.1.2 in ATTACHMENT 5, the parenthetical phrase "(except as to title, which warranty shall continue without expiration)" used therein is hereby deleted and replaced in all applicable places with the following parenthetical phrase: "(except as to title, which warranty shall terminate three (3) years following the termination or expiration of this Agreement)".

2.10 Termination for Convenience. The termination fee associated with Termination for Convenience "After the First Major Inspection through the CSA End Date," is hereby deleted from the Termination for Convenience Calculation Table in Section 9.2 of ATTACHMENT 5.

2.11 Termination for Economic Conditions. Section 9.6 in ATTACHMENT 5 is hereby deleted in its entirety and replaced with the following in lieu thereof:

Termination for Economic Conditions. In the event that the actual annual average number of Factored Starts on both Covered Units for any two consecutive Agreement Years is less than 20 per Agreement Year and Customer elects to discontinue operation, and actually has shut down both of the Covered Units for a continuous period of 365 days for reasons beyond Customer's reasonable control, then Customer shall have the right to terminate this Agreement upon 90 days written notification to GEII and a "Termination Adjustment Payment" shall be made as specified below no later than thirty (30) days after GEII has provided sufficient documentation for the calculation of the Termination Adjustment Payment. The Termination Adjustment Payment shall be the difference between (i) all Contract Fees paid by Customer to GEII under this Agreement plus all amounts paid to GEII under this Agreement for Extra Work ("Total Payments") and (ii) the price for all Parts and Maintenance Services provided and performed by GEII under this Agreement calculated at the

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time and material rates as described in Attachment 4, "Pricing", Section 1.3.2 ("Value of Services Performed"). In the event that Value of Services Performed exceeds Total Payments, then Customer shall pay to GEII the amount of such difference; if Total Payments exceeds Value of Services Performed, GEII shall reimburse Customer in the amount of such difference.

2.12 Termination prior to expiration of Agreement. Section 9.7 in ATTACHMENT 5 is hereby deleted in its entirety and replaced with the following in lieu thereof:

In the event of termination prior to the expiration of this Agreement other than as addressed in Section 9.6 above, the Parties agree to pay the termination Price adjustment in accordance with Section 3.3 of Attachment 4.

2.13 Title to parts removed during last outage. Section 10.6 in ATTACHMENT 5 is hereby deleted in its entirety and replaced with the following in lieu thereof:

Customer shall retain title to all combustion inspection parts removed from the last Covered Unit during the final Hot Gas Path Inspection performed during the term of this Agreement. GEII shall deliver said used parts to Customer's warehouse at the Facility in their "AS-IS" condition.

2.14 Limitation of Liability. Section 17.1(i) in ATTACHMENT 5 is hereby deleted in its entirety and replaced with the following in lieu thereof:

From the Second Amendment Effective Date to the CSA End Date for Polk Unit 2 and Polk Unit 3, for all claims arising during any Agreement Year, the cumulative total of such liability shall not exceed $3,000,000 for each Agreement Year. For all claims arising during each twelve (12) month period after the earlier of expiration or termination of this Agreement, the total of such liability for each such twelve (12) month period shall not exceed $2,700,000. The aggregate, cumulative liability of GEII under this paragraph 17.1 (i) shall not exceed $41,000,000, plus the amount paid by Customer for Extra Work on the Covered Units. The limitation of liability provided in this paragraph 17.1 (i) shall apply to all Maintenance Services and Parts performed or provided by GEII under this Agreement, except for Extra Work that is not performed or provided on the Covered Units, which limitation of liability is set forth in paragraph (ii) below.

3. CONTINUING EFFECT: Except as amended by this Second Amendment, the Agreement is hereby ratified and confirmed and all other provisions of the Agreement shall

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remain unchanged and in full force and effect. To the extent any of the provisions set forth herein expressly conflict with the terms of the Agreement, the provisions of this Second Amendment shall govern and control.

4. COUNTERPARTS: This Second Amendment may be executed in any number of counterparts which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic means shall be effective as delivery of a manually executed counterpart.

5. GOVERNING LAW: The validity, interpretation, construction, enforcement and effect of this Second Amendment are governed by and will be construed in accordance with the laws set forth in Section 25.13 of the Agreement.

6. SUPERSEDING: This Second Amendment supersedes all negotiations, discussions and undertakings between the Parties in relation to the subject matter hereof.

IN WITNESS WHEREOF, the Customer and GEII have executed this Second Amendment as of the date first above written.

TAMPA ELECTRIC COMPANY	GENERAL ELECTRIC INTERNATIONAL, INC.
By: C. R. Black	By: C. Ramirez
Name: C. R. Black	Name: Ramirez
Title: President Tampa Electric	Title: General Manager
Date: June 26, 2007	Date: 24. June 2007

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TECO
TAMPA ELECTRIC

MEMORANDUM

DATE: October 4, 2004

TO: Chuck Black
Derryl Boddiford
Brian Buckley
Mike Friedman
Jim Harbaugh
Mark Hornick
Miles Valentine
Bill Whale

FROM: Jim Robertson JR/gdb

SUBJECT: CSA Escalation Index, Polk Power Station Service Agreement
Polk Units 2 and 3 - Contract No. PK 2-03-99

Attached is Tampa Electric's concurrence authorizing GE to begin using the new CSA Escalation Index effective January 1, 2004. This concurrence relates to the subject contract between General Electric International, Inc. and Tampa Electric Company.

If you have any questions or need additional information please let me know.

Attachment

JGR/gdb

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GE Energy

Jeffrey D. Brown
Managing Director
Contractual Service Agreements

September 29, 2004

Mr. James Robertson
Tampa Electric Company
702 Franklin Street
Tampa, Florida 33602

Re: CSA Escalation Index, under Polk Power Station Service Agreement Polk Units 2 and 3
Contract Number PK 2-03-99

Dear Mr. Robertson,

In May 2003, the Bureau of Labor and Statistics (BLS) discontinued updating the Turbine and Turbine Generator Sets US Labor Index, SIC 3511 and substituted EEU31351106 in its place. However, index EEU31351106 was discontinued in the beginning of 2004. In place of the discontinued SIC 3511 and EEU31351106 US labor index, the BLS has recommended using the new US Labor Index, CEU3133360006. As you are aware, Attachment 4 Section 2.1 G of the CSA between Tampa Electric Company and General Electric International, Inc. (GEII) states that in the event that the specified indices are discontinued, or the basis of their calculation is modified, equivalent indices shall be substituted by mutual agreement of Parties. We propose that we agree to use CEU3133360006.

With your agreement, the new index will be used effective January 01, 2004. Please confirm your concurrence by signing at the space provided below.

If you any questions, please feel free to contact either Leo Golembiewski or myself for clarification.

Very truly yours,

Jeffrey D Brown
Managing Director - CSA

cc Keith Wilson
ConStor

Agreed on behalf of Tampa Electric Company

James Robertson 10/4/04
Signature Date

James Robertson MGR- GE
Print Name Title
SERVICE AGREEMENTS

General Electric International, Inc.
4200 Wildwood Parkway
Atlanta, Georgia, 30339
USA

T 678-859-7527
C 678-230-4157
F 678-859-7996

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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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TECO
TAMPA ELECTRIC

MEMORANDUM

DATE: September 8, 2003

TO: Charles Black, Bill Whale, Mike Rivers, Mark Hornick, Miles Valentine, Bob Howell, Mike Hegarty, Emily Merlin, Darryl Bodiford, LaRae Difulgo

FROM: Jim Robertson

SUBJECT: Contractual Services Agreement Amendments – Polk 2&3

Attached is the Power Services Amendment for the Polk 2&3 Contractual Services Agreement. Please replace Attachment 8 of the current contract with this amended Attachment 8.

The Polk 1 Power Smarts Amendment will follow shortly. Due to the confidential and sensitive nature of Polk Unit 1, GE is preparing a list of date points that will need Polk Power Station approval prior to implementation of the agreement.

If you have any questions or need additional information please let me know.

cc: Polk Files

Attachment

JGR/gdb

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

MEMORANDUM

TO: Distribution

FROM: Jim Robertson JR

DATE: January 21, 2002

SUBJECT: Polk Power Station Service Agreement – Polk Units 2 & 3

Attached is a copy of the Polk Power Station Service Agreement – Polk Units 2 & 3. The original is no longer valid. This contract amends and restates the original Polk 2 Contract. If anyone has any questions or needs any additional information, please let me know.

Distribution:
James Badgerow
Chuck Black
Darryl Boddiford
LeRae Difulgo (PSC File)
Michael Hagerty
Mark Hornick
Robert Howell
John Ketchum
Donald Pless
Miles Valentine
Bill Whale

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CONTRACTUAL SERVICES AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC INTERNATIONAL, INC.

Polk Power Station
Service Agreement

Polk Units 4 and 5

SOURCE PBC DR # TEC-40-07 19-9 C

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DOCKET NO. 080317-EI
AUDIT REQUEST NO.: 08-234-2-1
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CONTRACTUAL SERVICES AGREEMENT

1. *AGREEMENT*
This Contractual Services Agreement ("Agreement") is made with a Contract Effective Date of _____, 2007 at 11:59 p.m. ("Contract Effective Date") between General Electric International, Inc., a corporation organized under the laws of the State of Delaware, United States of America, ("GEII") and Tampa Electric Company, a corporation organized under the laws of the State of Florida, United States of America ("Customer") (each individually referred to as a "Party" and together as the "Parties").

2. *BACKGROUND*
Customer has designated Polk Unit 4 and Polk Unit 5, as identified in Attachment 1 hereof, to be covered by this Agreement (individually a "Covered Unit" and collectively, the "Covered Units"). Said Covered Units were manufactured by GEII, sold to a third party and subsequently purchased by Customer.

For the term of this Agreement, Customer desires that GEII supply all Maintenance Services and Parts (as defined in Attachment 5, Article 1 of this Agreement), required for the Planned Maintenance and Unplanned Maintenance for the Covered Units.

The Parties anticipate that GEII may use improved Parts in the performance of its obligations under this Agreement which are intended to extend Parts' lives, enhance the reliability and/or availability of the Covered Units, and/or increase the intervals between certain Planned Maintenance Outages.

The Parties acknowledge that the Customer and GEII are parties to service agreements (similar to this Agreement) with regard to other units at Polk Power Station (*i.e.* Polk Unit 2 and Polk Unit 3) as well as all of the units existing (as of this date) at the Bayside Power Station (known as Bayside Unit 1a, Bayside Unit 1b, Bayside Unit 1c, Bayside Unit 2a, Bayside Unit 2b, Bayside Unit 2c and Bayside Unit 2d); such agreements are referred to herein, respectively, as the "Polk 2 & 3 CSA" and the "Bayside CSA". The above referenced units together with the Covered Units shall be collectively referred to herein as the "Group Covered Units". As more specifically detailed in Attachment 2, GEII may utilize parts from a capital spare Parts pool created under this Agreement together with the Bayside CSA and the Polk 2 & 3 CSA.

3. *GEII SERVICES*
In accordance with the terms of this Agreement, GEII shall supply Maintenance Services and Parts necessary to perform all Planned Maintenance, and Unplanned Maintenance for the Covered Units during the term of this Agreement. GEII and the Customer agree to cooperate, as described in this Agreement, to further the goal of maintaining the Covered Units in an optimum performance condition. The Maintenance Services and Parts are more fully identified and described in the Attachments, including the intent set forth in the "General" paragraph of Attachment 2.

4. *CUSTOMER RESPONSIBILITIES*
Customer is responsible for conducting Routine Maintenance and proper operation of the Covered Units as more fully described in Attachment 3.

5. *PRICE*
The Contract Fee to be paid by Customer to GEII for the Maintenance Services and Parts provided in accordance with this Agreement is set forth in Attachment 4, "Pricing". Customer shall make payment of the price as specified in the Attachments.

6. *TERM*
This Agreement shall take effect as of the Contract Effective Date and have a term to expire upon the CSA End Date for the last of the Covered Units, unless sooner terminated in accordance with the provisions set forth in Article 9 of Attachment 5, "Terms and Conditions".

7. *GENERAL*
The attachments described below are hereby incorporated by reference and made a part of this Agreement:

Attachments:
1 **Covered Units**
2 **GEII Services**
2A **Initial Spare Parts**
3 **Customer Responsibilities**
4 **Pricing**
5 **Terms and Conditions**
6 **Site & Safety Requirements**
7 **Reserved**
8 **Monitoring System**
9 **Excerpts from GER-3620**
10 **Reserved**
11 **Reserved**
12 **GEII's Planned Maintenance Scope of Work**
13 **Specifications - GEI 41004G; GEK 101944; GEI 41040F**

Addresses for notices required or desired to be given under this Agreement are as follows ("Notice Address"):

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If to Customer:	Tampa Electric Company 702 N. Franklin St. Tampa, FL 33602 Attention: Manager, Contractual Services (813) 228-1111, Fax (813) 228-1033	If to GEII:	GE International, Inc. 4200 Wildwood Pkwy. Atlanta GA 30339 Attention: General Manager, Contractual Services (770)-859-7793 Fax (678)-844-5312
With a copy to:	TECO Energy, Inc. 702 N. Franklin St. Tampa, FL 33602 Attention: General Counsel (813) 228-4111, Fax (813) 228-1823	With a copy to:	GE International, Inc. 4200 Wildwood Pkwy. Atlanta GA 30339 Attention: General Counsel, Contractual Services (770)-859-7383 Fax (678)-844-5312

This Agreement is signed by the Parties to be effective as of the Contract Effective Date first stated above.

General Electric International, Inc.

By: _____
Name: _____
Title: _____

Tampa Electric Company

By: _____
Name: C.R. Black
Title: President

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ATTACHMENT 1

COVERED UNITS

The Covered Units are the two (2) gas turbine-generator packages forming Polk Power Station Units 4 and 5 located at the Customer's Polk Power Station in Polk County, Florida, with the serial numbers and descriptions and within the terminal points described below (the "Terminal Points").

1.0 **Polk Unit #4 - Gas Turbine – Generator Package**

Gas Turbine Serial Number 297718; Generator Serial Number 337X818

One PG7241 FA gas turbine generator package including but not limited to the following associated auxiliaries within the Terminal Points:

- Accessory Module
- Gas Fuel Skid
- Bus Accessory Compartment ("BAC")
- Packaged Electrical Control Cab
- Hydraulic Power Unit
- CO_2 Fire Protection (equipment, not gas)
- LCI - Static Starter
- EX 2000 Module
- MK V Computer with HMI (human machine interface)

Terminal Points - (up to and including these points)

- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection to the Compressor Bell Mouth.
- The flex leads on the output end of the generator including the generator collector rings.
- Outlet flange of the hot gas expansion joint at the exhaust transition section of the gas turbine.
- Terminal strip on the CO_2 trip solenoid.
- Terminal strips on the Packaged Electrical Control Cab for both signal wire and power.
- Demineralized water inlet to Water Wash Skid.
- Terminal strips on Water Wash Skid for both signal wire and power.

2.0 **Polk Unit #5 - Gas Turbine – Generator Package**

Gas Turbine Serial Number 297719; Generator Serial Number 337X819

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One PG7241 FA gas turbine - generator package, including but not limited to the following associated auxiliaries within the Terminal Points:

- Accessory Module
- Gas Fuel Skid
- Bus Accessory Compartment ("BAC")
- Packaged Electrical Control Cab
- Hydraulic Power Unit
- CO_2 Fire Protection (equipment, not gas)
- LCI - Static Starter
- EX 2000 Module
- MK V Computer & HMI (human machine interface)

Terminal Points (up to and including these points):

- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection to the Compressor Bell Mouth.
- The flex leads on the output end of the generator including the generator collector rings.
- Outlet flange of the hot gas expansion joint at the exhaust transition section of the gas turbine.
- Terminal strip on the CO_2 trip solenoid.
- Terminal strips on the Packaged Electrical Control Cab for both signal wire and power.
- Demineralized water inlet to Water Wash Skid.
- Terminal strips on Water Wash Skid for both signal wire and power.

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ATTACHMENT 2

GEII SERVICES

General

GEII and Customer agree that the intent of this Agreement is for GEII to provide all necessary Maintenance Services and Parts required to maintain the Covered Units in good working condition in an effort to maintain availability, reliability, and economy and safety of operation of same. GEII agrees to cooperate with Customer's work order numbering and par accounting systems as currently established and in effect.

As part of the Contract Fee to be paid to GEII as described in Attachment 4, GEII will provide all Planned Maintenance at no additional cost to Customer.

Also, in recognition of the Contract Fee to be paid by Customer to GEII as described in Attachment 4, GEII will provide all Unplanned Maintenance in accordance with the terms of Section 1.3.1 of Attachment 4:

1.0 **ASSUMPTION VIOLATIONS**

"Assumption Violation" means one (1) or more of the following:

- Any operation of a Covered Unit at a Factored Hours/Factored Starts Ratio less than three (3) or greater than twenty (20).
- Firing temperature: operation at a firing temperature more than zero (0) degrees in excess of the base firing temperature (2420 degF).
- Any steam or water injection for any purpose other than NOx control.
- Any use of a fuel other than natural gas.
- Using fuel, water, steam or air which is not in conformance with the relevant specifications included in Attachment 13 hereof.
- Customer's failure to materially perform its obligations under this Agreement.

If any Assumption Violation(s) occurs such that GEII or the manufacturer recommends that periodic inspections be performed more frequently than anticipated, or that additional Maintenance Services be performed, the inspection interval and the Planned Maintenance program assumed by GEII will be adjusted in accordance with GEII's or the manufacturer's recommendations. Any incremental Parts or Maintenance Services resulting from an Assumption Violation(s) shall be provided or performed by GEII as Extra Work or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

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1.1 Frequency of Planned Maintenance Outages. The Parties assume that no more than four (4) Planned Maintenance Outages will be completed on the Group Covered Units during any one Outage Season. Furthermore, unless additional Parts are purchased by Customer for the Group Spare Parts Pool, the Parties mutually agree that only one (1) Planned Maintenance Outage per Outage Season will be performed among the Group Covered Units at Polk Power Station. Two Outage Seasons will occur during each Agreement Year. This limitation is due to the assumed number of Parts in the Group Spare Parts Pool. If Customer elects to have GEII perform more than four (4) Planned Maintenance Outages on the Group Covered Units during any Outage Season, GEII will provide additional Parts as Extra Work in accordance with Sections 1.31 and 15.0 of Attachment 5, and Customer shall pay for such additional Parts in accordance with Attachment 4; provided, however, Customer shall pay no fee for the labor to perform such Planned Maintenance as such costs are covered in the Contract Fee. Customer must notify GEII in writing six (6) months prior to any anticipated deviation from the Planned Maintenance Outage limitation set forth above. Customer acknowledges that the Hot Gas Path Inspection on any of the Group Covered Units shall not be performed within a six (6) month period of each other, or sooner as the Parties may otherwise agree.

2.0 PLANNED MAINTENANCE

2.1 Performance of Planned Maintenance. From the Contract Effective Date through the CSA End Date for the Polk Unit 4 Covered Unit and from the CSA Start Date through the CSA End Date for the Polk Unit 5 Covered Unit, GEII shall provide all Planned Maintenance. The Planned Maintenance (as defined in Article 1.0 of Attachment 5) to be performed by GEII shall include all work necessary to maintain the Covered Units in good working condition, including the following: (i) gas turbine hot gas path inspection Outage(s), (ii) generator minor inspection Outage(s) and (iii) an annual enhanced borescope inspection. A general description of the GEII scope of work for each such type of Planned Maintenance inspection is set forth below and in Attachment 12.

2.2 Scheduling Planned Maintenance. Planned Maintenance shall be performed at such intervals as may be reasonably required by GEII, but in no event shall such intervals exceed those recommended by GEII pursuant to Attachment 9 (GER3620K, as may be amended from time to time provided that a copy of such amendment is sent to Customer in accordance with notice provisions under Article 19 of Attachment 5), unless otherwise agreed by the Parties. GEII and Customer shall mutually agree upon the exact dates for Planned Maintenance Outages. It is understood that intervals between Planned Maintenance Outages may be extended or reduced, as the need may be determined based on future events or GEII's reasonable assessment. Further, as a result of efforts to extend Planned Maintenance intervals, or other improvements during the term of this Agreement, not every task as listed below may be necessary at each such Planned Maintenance Outage. In addition, fleet experience may result in additional tasks being implemented into the Planned Maintenance Outages. It is also understood that, if through

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no fault of the Customer, shorter intervals become necessary for such Planned Maintenance (except in the event of an Assumption Violation which causes a shorter interval), Planned Maintenance on the more frequent recommended schedule is within the scope of GEII's responsibility under this Agreement and will not be cause for additional compensation. It is anticipated that more customized or specific Planned Maintenance scopes will be jointly developed by GEII and the Customer at planning meetings scheduled approximately six (6) months prior to each Planned Maintenance Outage or upon some other mutually agreeable schedule.

2.3 Scope of Planned Maintenance. Performance of Planned Maintenance includes planning, Site mobilization, disassembly (all in-and-out costs and activities), inspection, component replacement or repair as required, reassembly, demobilization and provision of post-Outage reports, and as set forth in Attachment 12. GEII shall provide all tools, equipment, labor, technical direction and support in connection with the performance of Maintenance Services, except as otherwise stated in Attachment 3 of the Agreement. The various systems and/or components of the Covered Units that will be the subject of each particular Planned Maintenance Outage may vary; however, they are generally described as follows:

A Gas Turbine Planned Maintenance

(1) Hot Gas Path Inspection

(2) Annual Enhanced Borescope Inspection.

(3) A one-time R-0 Compressor Blade Replacement - GEII shall supply and install one set of R-0 Compressor Blades per Covered Unit as Planned Maintenance. Timing of such installation shall be in accordance with GEII's recommendations and mutually agreed to by the Parties.

(4) The following components ("Inspect Only") shall be visually inspected during certain Planned Maintenance Outages, and any repairs or replacements as agreed to by Customer shall be considered Extra Work.

Rotor
Compressor
Shells
Casing

B Generator Planned Maintenance

(1) Minor inspection (performed during a Hot Gas Path Inspection)

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- Review operating data
- Visually inspect through access covers

3.0 CONTRACT PERFORMANCE MANAGER

GEII shall provide a part-time Contract Performance Manager within six (6) months of the Contract Effective Date who will serve as a liaison between Customer and GEII, with respect to GEII's performance of this Agreement. The Contract Performance Manager will be on Site as required during Outages and emergencies, and, otherwise, at least monthly, and will attend Customer's Outage planning meetings for both Planned Maintenance and Unplanned Maintenance planning and scheduling, and participate in post-Outage reviews with Customer approximately one month following completion of each Planned Maintenance and Unplanned Maintenance Outage for presentation and discussion of the related inspection and/or Outage report. Post-Outage reports shall be complete and shall specifically address: (1) for Planned Maintenance, the general condition of major Parts and subsystems as determined by the inspections just completed together with descriptions of all Parts and subsystems repaired or replaced; and (2) for Unplanned Maintenance, a description of the problem(s) which made the Unplanned Maintenance necessary together with a description of the Parts and subsystems repaired or replaced, and (3) for all such Outages, a detailed listing of all materials, Parts, labor and subcontracted services together with the monetary value thereof in such reasonable detail as to facilitate Customer's cost-accounting and the use of a program for documentation of work performed as designated by Customer from time to time. The reports shall include GEII future projections and recommendations for future actions, including future maintenance events and basis for recommendations.

4.0 UNPLANNED MAINTENANCE

From the Contract Effective Date through the CSA End Date for the Polk Unit 4 Covered Unit and for the Polk Unit 5 Covered Unit, GEII shall provide all Unplanned Maintenance per Section 1.3.1 of Attachment 4, of the Covered Units. Any warranty work required in accordance with Article 4.0 of Attachment 5 shall not be considered Unplanned Maintenance. Consistent with the Price as set forth in Attachment 4, Unplanned Maintenance of a Covered Unit arising solely from a failure or cause outside of the Covered Unit(s), shall be Extra Work for which GEII will be compensated on a time and material rates basis as set forth in Attachment 4 of this Agreement, or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

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5.0 PARTS

5.1 Initial Spare Parts; Group Spare Parts Pool. The Parties acknowledge that the Customer has an inventory of Initial Spare Parts for the Covered Units as described in Attachment 2A which are the property of Customer but will be included in the Group Spare Parts Pool. The Customer shall make the Initial Spare Parts available at no charge for use by GEII in the performance of this Agreement. GEII may draw from all suitable Parts available among the Initial Spare Parts when performing Planned Maintenance and Unplanned Maintenance under this Agreement prior to otherwise furnishing Parts. The Parties agree that the Group Spare Parts Pool shall continue and be made available for GEII's use in performance of its obligations under this Agreement and under the Bayside CSA and Polk 2&3 CSA.

5.2 Provision of Other Parts. GEII shall provide all Parts required for Planned Maintenance and Unplanned Maintenance and for warranty work under this Agreement to the extent that such Parts are not available within the Initial Spare Parts inventory, provided however, that if a Part within the Initial Spare Parts inventory is not suitable for use due to improper storage or maintenance by Customer, GEII will be compensated as Extra Work for the provision of a Part in lieu of use of the unsuitable inventoried Part.

5.3 Parts Inventories. GEII may utilize Customer's storage at the Facility, in a manner reasonably acceptable to Customer, and/or use the services of subcontractors, GEII's subsidiaries, or GEII's affiliates in order, from time to time, to establish or maintain inventories of Parts for possible or anticipated application to the Covered Units. Except for Customer's responsibility for provision of appropriate storage of such Parts, the costs for any such inventory program are included within the Contract Fee set forth in Attachment 4.

5.4 No Obligation To Procure. Except for storage of Parts as otherwise set forth in Sections 5.1 through 5.3 above, and except for Customer responsibilities described in Attachment 3, Customer shall have no obligation to procure and keep available materials or Parts for use by GEII in connection with Planned Maintenance, Unplanned Maintenance and warranty work of the Covered Units.

5.5 Elective Purchase of Additional Parts. Customer may elect to purchase additional Parts ("Additional Parts") as Extra Work at the discounted price as set forth in Attachment 4 to be used with any of the Group Covered Units, provided they remain covered under Polk 1 CSA, Polk 2 & 3 CSA, Bayside CSA and this Agreement . Customer may elect to purchase Additional Parts for the purpose of increasing the number of Planned Maintenance Outages during an Outage Season beyond the limits stated in Attachment 2, Section 1.2. Customer may deny GEII usage of such Additional Parts.

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5.6 Store Withdrawal Procedures. GEII agrees to cooperate with Customer's storage check out systems and procedures so as to facilitate Customer's inventory tracking and accounting systems. GEII agrees to cooperate with Customer's accounting requirements, inclusive of documenting each withdrawal with an appropriate par accounting number as assigned by Customer. Customer shall provide reasonable direction and assistance to GEII concerning such systems and procedures.

5.7 GEII Use of Customer's Parts and Materials. Customer is not obligated to store or make available Parts or materials for GEII's use (other than as set forth in Sections 5.1 through 5.4, above), Customer may elect to make certain of its materials or Parts purchased under Section 5.5 above available for GEII's use. GEII shall pay Customer's invoices for all such stores withdrawals within fifteen (15) days of receipt by GEII of such invoice(s) unless otherwise expressly agreed in writing by the Parties.

5.8 Use of New Technology. GEII may, from time to time, subject to mutual agreement of the Parties, not to be unreasonably withheld, and in the performance of its scope of work under this Agreement, develop and/or utilize improved Parts, which are not commercially available on the Contract Effective Date. It is anticipated that GEII may do so in an effort to extend Parts lives and/or increase the interval between certain Planned Maintenance Outages or to enhance the reliability and/or availability of the Covered Units.

5.9 Use of Commercially Available Technology. GEII shall use reasonable efforts to inform the Customer if a type of Part to be repaired or replaced by GEII during its performance of this Agreement (a "Current Part") is commercially available from GEII in an upgraded design (an "Upgraded Part"). If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply, GEII may elect to supply either the Current Part or the Upgraded Part, provided that if the Upgraded Part is supplied, it shall be supplied at no additional cost to the Customer. If the Current Part is not generally made available for sale by GEII at the date of supply and an Upgraded Part is so available, GEII shall supply the Upgraded Part at no additional cost to the Customer. If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply and GEII elects to use the Current Part, then the Customer may request in writing the Upgraded Part, and, GEII shall supply the Upgraded Part and the Customer shall pay any difference between the discount price of the current Upgraded Part and the discount price of the Current Part it is replacing.

5.10 Use of Certain Refurbished Parts. In performance of its scope of work under this Agreement, GEII may use Parts which have been previously installed at a power generation facility other than the Facility and subsequently refurbished by GEII provided that (i) such refurbished Parts are warranted in accordance with Attachment 5, Section 4.0, Warranty, and (ii) GEII supplies Customer with the previous usage history as available to GEII for such refurbished Parts, and (iii) such refurbished Parts are compliant with all mandatory Technical Information Letters ("TIL") recommendations.

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6.0 MONITORING SYSTEM

6.1 Monitoring System. In consultation with Customer, and at no additional cost to Customer, GEII will provide during the term of this Agreement a Monitoring System (or "Monitoring System") to monitor the Covered Units. Provision of the Monitoring System is subject to the terms between GEII and Customer as set forth in Attachment 8. GEII shall negotiate with said third parties reasonable licensing provisions for the use and application of such software by GEII at Customer's Site during the term of this Agreement. Customer access to telephone communication to the power answer center is included.

6.2 Additional Support. GEII's provision of an automated Monitoring System notwithstanding, the foregoing Section 6.1 of this Attachment 2 shall not be construed to limit GEII's obligation to provide traditional, more conventional trouble shooting and diagnostic efforts to the extent necessary to comply with its obligations under this Agreement.

6.3 Performance Monitoring and Optimization Software. At Customer's sole option and at no additional cost to Customer (other than Customer's obligations described in Attachment 8), GEII shall also provide performance monitoring and optimization software during the term of this Agreement.

7.0 ADDITIONAL OBLIGATIONS OF GEII

7.1 Control of the Work. GEII shall be solely responsible for all field performance techniques, sequences, procedures, and safety and quality programs in connection with providing its Parts and Maintenance Services hereunder.

7.2 Subcontractors. Upon prior approval from Customer, GEII may subcontract its work scope in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GEII subcontracting for craft labor services, trailers, cranes and temporary toilet facilities, however, Customer retains the right to restrict access to the Facility in the event that a subcontractor is not approved to work at the Facility, which approval shall not be unreasonably withheld. GEII shall be solely responsible for the engagement, contracting with and management of its subcontractors and, others that GEII has contracted for, in the performance of the work hereunder, and the creation of any subcontractor relationship shall not relieve GEII of its obligations hereunder.

7.3 Employment Practices. GEII and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national

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origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, and general terms and conditions of employment. GEII agrees to post, in conspicuous places available to employees and applicants, employment notices setting forth the policies of nondiscrimination and shall state, in all publications soliciting applicants for employment, that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin, or age. GEII shall itself comply and shall cause its subcontractors to comply with applicable nondiscrimination and equal opportunity laws and regulations.

7.4 Technical Information. GEII shall submit to Customer for review and comment technical information for all changes to Customer's Covered Units which may be recommended by GEII in connection with this Agreement. Customer shall not be obligated to expend dollars to implement these changes as a requirement of this Agreement; provided however, that in the event such changes are recommended, the Parties shall mutually agree on the implementation thereof. Nothing in this Section 7.4 is intended to obligate GEII under this Agreement to incur costs to implement changes as a result of TILs that are non-mandatory as to the Covered Units.

7.5 Liens. GEII agrees that it shall keep Customer's Facility free from all liens on account of Parts and Maintenance Services and warranty work as set forth in accordance with Article 4.0 of Attachment 5, provided pursuant to this Agreement and shall cause any lien asserted against the same by its suppliers and subcontractors and employees to be discharged within thirty (30) days of its assertion, provided such liens do not arise out of Customer's failure to pay amounts not in good faith dispute under this Agreement. All payments made under this Agreement shall be made in accordance with the Mechanics Lien Statute, Chapter 713, Florida Statutes. The Customer may require appropriate lien releases and waivers and affidavits from GEII with respect to the Parts and Maintenance Services prior to making any partial or final payments.

7.6 Responsibility for Those Performing Work. GEII shall be responsible to the Customer for the acts and omissions of all its employees, affiliates and subcontractors, and their employees performing any Maintenance Services under this Agreement.

7.7 Safety. GEII shall comply and shall cause its subcontractors entering upon the Customer's Site to comply as a minimum with Customer's Site and Safety Requirements as set forth in Attachment 6 of this Agreement, which may be amended by the Customer from time to time. GEII shall also comply with Customer's Project Safety Management program at the Site, which may be amended by Customer from time to time.

7.8 Ownership of Used Parts. GEII agrees to deliver to Customer, within 365 days of the completion of the final Hot Gas Path Inspection on the last of the Covered Units, all Parts removed from such Covered Unit during such Hot Gas Path Inspection, as long as

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the Bayside CSA is in full force and effect at the date of completion of such Inspection. As long as the Bayside CSA is in full force and effect at the date of completion of such Inspection all Parts removed during such Inspection shall be delivered in a refurbished condition (provided that, to the extent a Part removed cannot reasonably be refurbished, an equivalent refurbished Part will be delivered) to the Customer at the Facility and shall become the property of Customer upon such delivery thereby providing the Customer with a complete spare set of refurbished combustion and hot gas path Parts. In the event that the Bayside CSA is not in full force and effect at the date of the completion of such Inspection, GEII's only obligation under this Section 7.8 shall be to deliver the Parts detailed in Attachment 2A (combustion liners, cap assembly and transition pieces) in a refurbished condition within 365 days of the completion of the final Hot Gas Path Inspection on the last of the Covered Units and a failure to do so would constitute a material breach of this Agreement.

8.0 TIME OF DELIVERY/PERFORMANCE

8.1 Objectives. The intent of this Agreement is, in part, to provide timely availability of Parts and Maintenance Services so as to: (1) avoid, to the extent possible, the unavailability of the Covered Units; (2) when not possible to avoid such unavailability, to minimize the duration of said unavailability; and (3) maximize starting reliability. Accordingly, the Parties will cooperate to make available at the Facility all Parts and Maintenance Services necessary for Planned Maintenance as needed to support the Planned Maintenance Outage. For Unplanned Maintenance, the Parties will cooperate to make all necessary materials, parts and personnel available at the Facility as quickly as reasonably possible. GEII shall, consistent with the terms of this Agreement, expeditiously perform its work under this Agreement so as to minimize any period of a Covered Unit's unavailability.

8.2 Overtime Costs. Premium labor costs for overtime efforts in connection with Planned Maintenance performed in accordance with the then-current Planned Maintenance schedule and for Unplanned Maintenance as the need may arise are included in the Contract Fee set forth in Attachment 4 of the Agreement; however, in the event that Customer directs GEII to perform Planned Maintenance on an overtime basis for Customer's convenience or to accelerate the previously agreed-upon schedule, GEII shall be entitled to recover actual documented cost of such additional overtime efforts.

8.3 Liquidated Damages and Right of Termination. Within seventy-two (72) hours of oral notification from Customer of an Unplanned Maintenance Event, GEII and the Customer shall mutually agree upon a schedule to complete the scope of work required to return the Covered Unit(s) to service as quickly as possible, to the extent as can be determined at the time the schedule is established. When finalized, such schedule mutually agreed upon by the Parties shall identify a planned date for the Covered Unit(s) to be mechanically complete and ready for being placed In-Service. GEII agrees to pay

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liquidated damages of $10,000.00 per day per Covered Unit involved in the Unplanned Maintenance Event, for each full day after the aforementioned scheduled date as finalized by the Parties that such Covered Unit(s) is not ready for being placed In-Service, subject to the provisions of Attachment 3 (Customer Responsibilities) and Article 6.0 of Attachment 5 (Excusable Delays). Any liquidated damages shall be paid by GEII within thirty (30) days from invoice by Customer or shall be credited against the next scheduled Quarterly Payment and shall not exceed payment for a maximum of ten (10) calendar days per event.

Right of Termination: Customer may, at its sole discretion, terminate this Agreement pursuant to Section 9.3.4, of Attachment 5, in the event GEII fails to make Parts available or fails to perform Maintenance Services such that the ten (10) day cap referenced above in Section 8.3 is exceeded. This termination right is in addition to the liquidated damages as set forth herein. The liquidated damages and the termination rights provided in this Section 8.3 shall constitute Customer's sole and exclusive remedies and GEII's sole and exclusive liabilities for GEII's failure to meet the mutually agreed Unplanned Maintenance Event Outage schedule.

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ATTACHMENT 2A

Initial Spare Parts

DESCRIPTION	QUANTITY
Combustion Liners and Cap Assembly	1 set
Transition Pieces Assembly	1 set

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ATTACHMENT 3

CUSTOMER RESPONSIBILITIES

1.0 Customer's Responsibilities. During the term of this Agreement, Customer shall provide and/or ensure the availability of, at no cost to GEII, and in a timely manner, the following:

1.1 A designated Customer representative(s) to consult and coordinate with GEII's personnel on matters related to GEII's scope of work under this Agreement including, but not limited to, (i) advance planning, scheduling and performance of Planned Maintenance, (ii) post-Outage meetings after performance of Planned Maintenance, (iii) coordination of operation activities during periods of Planned Maintenance, Unplanned Maintenance and Forced Outages, and (iv) provide safety training in accordance with Customer's requirements in Attachment 6.

Customer's representative(s) will be reasonably available as necessary to allow timely performance by GEII. Customer's representative(s) shall have the responsibility of coordinating activities between GEII and other contractors at the Facility which are not under GEII's control;

1.2 Site security to protect GEII tools, parts, materials and equipment against theft or loss. GEII personnel will take reasonable precautions to protect against weather damage to materials and Parts and petty Site theft;

1.3 Prompt access to Customer's warehouse and shop facilities, and the existing Parts and Initial Spare Parts, as may be required by GEII for performance of its work in accordance with the terms of this Agreement;

1.4 Reasonable and climate controlled secure office space, telephone and facsimile transmission facilities and wash room and toilet facilities at the Facility for the Assigned Technical Advisor;

1.5 With regard to Parts removed from the Covered Units and other parts owned by GEII and located at the Facility, except as otherwise expressly provided in this Agreement, Customer shall (i) provide safe and adequate storage in accordance with reasonable instructions of GEII, (ii) maintain the Parts free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors and other creditors of any nature, (iii) allow GEII timely access to the Parts as reasonable and necessary and consistent with Customer's storage control systems and procedures, and (iv) maintain risk of loss of Parts in storage at its Facility and in transit between Customer's facilities;

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1.6 Off-loading, loading and handling services (utilizing Customer equipment currently available at the Facility) of all Parts being received from or shipped to GEII in connection with any GEII parts inventory at the Facility. In addition, Customer shall be responsible for transporting Parts between Customer's facilities as described in Attachment 5, Article 10.5;

1.7 Consultation with GEII's personnel in advance with respect to the scheduling of all inspection work associated with GEII's services;

1.8 Compressed air and all Facility utilities, including water and electricity, in such amounts, pressures, volumes, etc. as reasonably necessary for performance of this Agreement;

1.9 Reasonable access to technical information, equipment manuals and drawings respecting the Covered Units for the use of GEII's personnel in performance of this Agreement to the extent such items have been previously provided by GEII to the Customer;

1.10 Reasonable access to lay down space adjacent to Covered Units for lay-down, inspection and repair of Parts;

1.11 Lubricants meeting specifications set by the applicable equipment manufacturer(s) to the extent that such specifications have been previously provided to Customer by GEII or such equipment manufacturer(s);

1.12 Operate the Covered Units using only fuels meeting the specification set forth in Attachment 13;

1.13 Upon GEII's written request, provide reasonable access (during normal business hours) to (i) material safety data sheets for chemicals and products located at the Facility, and (ii) environmental and safety assessments or studies respecting the Covered Units; provided, that information and documents shall be usedby GEII's personnel solely for purposes of the performance of GEII's obligations under this Agreement; provided, further, that such information and documentation shall be treated as "confidential information" of Customer in accordance with the provisions of Section 22.3 of Attachment 5.

1.14 Make available for GEII's use all special tools and equipment supplied with the Covered Units by GEII or other manufacturers or-the equipment seller;

1.15 Provide all lube oil, hydraulic fluid, and operational (routine) spare parts filters and lubricants for use by GEII;

1.16 Provide the Initial Spare Parts and operational spares for use by GEII;

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1.17 Adequate as commercially reasonable fire fighting equipment and services;

1.18 Reasonable access to Customer's first aid facilities to the extent these are (and remain) available at the Facility Site;

1.19 Support activities in connection with GEII's Outage work including the following:

a) Verification of electrical connections following reconnection
b) Perform off-site disposal of trash
c) Touch up painting of Covered Units' enclosures
d) Deactivate/reactivate CO_2 system
e) Lock out/Tag out of systems and components
f) Isolation of gas and injection supplies

1.20 All permits and licenses required for performance of work at the Facility other than contractor's licenses, professional licenses and similar licenses generally required for GEII to perform work such as its obligations under this Agreement; and

1.21 Operational support (including labor) as may be reasonably required by GEII in the performance of its obligations under this Agreement, including, but not limited to:

a) Making the Covered Units available for performance of GEII's Maintenance Services in a manner reasonably consistent with Customer's operational needs; and
b) Taking such measures, in consultation with GEII, as may be appropriate to minimize damage which may result in or from a Forced Outage for such period as may be reasonably necessary.

1.22 Upon GEII's advance notice to and with approval of Customer (such approval not to be unreasonably withheld or delayed), Customer shall allow GEII to, from time to time, conduct safety audits to ensure safe conditions exist consistent with the provisions of Section 3.1 of Attachment 6. Neither the conduct nor non-conduct of safety audits, nor the making of any recommendation by GEII, shall relieve Customer of the responsibility for providing a safe working environment.

1.23 If GEII's personnel require medical attention, Customer's facilities at the Site will be made available to GEII's personnel for the duration of such needs.

2.0 Availability of Parts. Customer shall allow GEII to use Parts furnished by GEII under this Agreement, under the Polk 2&3 CSA and under the Bayside CSA in the performance of GEII's obligations under this Agreement. Notwithstanding any provision to the contrary in this Agreement, any Additional Parts purchased by Customer at its election

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(except in connection with an Unplanned Maintenance Event) and maintained in inventory at the Facility shall be the property of Customer but shall not be included in the Group Spare Parts Pool, and GEII shall have no right to use such Parts in performing work hereunder unless consented to by Customer. Customer may deny GEII usage of such Additional Parts.

3.0 Operating Standards; TILs. Customer shall operate the Covered Units in accordance with written instructions or recommendations provided by GEII or GE, and Prudent Electrical Practices and as reasonably necessary in connection with GEII's scope of work. Notwithstanding any provision to the contrary contained in this Attachment or other provision of the Agreement, the Customer shall not be responsible for increases to the Contract Fee associated with any services or parts required by GEII or GE as a result of any mandatory TILs or mandatory written communication issued by GEII or its Parent Company.

4.0 Operation of Covered Units. Operation of the Covered Unit(s) is the responsibility of Customer.

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ATTACHMENT 4
PRICING

1.0 **PRICING**

1.1 Contract Fee. In consideration of the Parts and Maintenance Services provided by GEII under this Agreement, with respect to each Covered Unit, Customer shall pay to GEII a fee (collectively, the "Contract Fee") comprised of (i) a fixed component in the amount of twenty-two thousand five hundred dollars ($22,500) ("Fixed Component") per gas turbine Covered Unit per Quarter from the CSA Start Date through the CSA End Date, or earlier termination, plus (ii) a variable component ("Variable Component") calculated each Quarter as described in Section 1.2.2 below.

1.2 Contract Fee Periodic Payments.

1.2.1 Quarterly Payments - The Contract Fee shall be made in periodic payments ("Periodic Payments") on the 20th (twentieth) day of the third (3rd) month of each Quarter starting with the calendar Quarter in which the CSA Start Date occurs for the applicable Covered Unit and ending in the calendar Quarter in which the CSA End Date for such Covered Unit occurs, or is terminated in accordance with Attachment 5, Article 9.

The Quarters shall be defined as:

- "Quarter" means one of the three (3) month periods defined below.
- "First Quarter" means the three (3) month period containing the months of January, February and March.
- "Second Quarter" means the three (3) month period containing the months of April, May and June.
- "Third Quarter" means the three (3) month period containing the months of July, August and September.
- "Fourth Quarter" means the three (3) month period containing the months of October, November and December.

Pro-ration of Contract Fee - In the event the CSA Start Date for a particular Covered Unit occurs during the middle of a Quarter, the fixed component shall be pro-rated based on the number of days in the Quarter and an estimate of the amount of the Variable Component for such Quarter shall be mutually agreed to by GEII and Customer and such amount paid by Customer. The actual amount applicable to such partial Quarter, and an adjustment, shall thereafter be completed in the same fashion as described below.

Invoicing of Contract Fee - GEII shall issue a Periodic Payment invoice upon receipt of the necessary information and ascertainment of the amount of the invoice, and anticipates that such invoices will be issued on or about the fifth (5th) day of the third (3rd) month of each Quarter. Customer shall then pay by the latter of the twentieth (20th) day of the third (3rd) month of the Quarter or ten (10) days after the date of GEII's invoice.

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1.2.2 Calculation of Variable Component. With respect to each Covered Unit from CSA Start Date through CSA End Date, or earlier termination, the Variable Component shall be calculated based on the formula set forth below, provided, however, that the number of Factored Starts of operation of the applicable Covered Unit shall no longer be included in the Variable Component calculation beginning the day after such Covered Unit attains its CSA End Date or the earlier termination of this Agreement in accordance with Attachment 5, Article 9.

Formula: Variable Component = [(QFS1 x A) + (QEFH x B)] + [(QFS2 x A) + QEFH x B)]

Where:

QFS1 = Total Factored Starts during the Quarter for Covered Unit #4;

QFS2 = Total Factored Starts during the Quarter for Covered Unit #5;

QEFH = Excess Factored Hours (Factored Hours which exceed an FH/FS ratio of 15) during the Quarter for the applicable Covered Unit.

FH/FS = Factored Hours/Factored Starts Ratio means the ratio derived from dividing (i) the actual Factored Hours for the applicable Agreement Year, by (ii) the actual number of Factored Starts for the applicable Agreement Year. Factored Starts are allocated fifteen (15) Factored Hours on an average basis per Covered Unit for a Quarter without incurring any Excess Hour charge. Factored Hours in excess of fifteen (15) Factored Hours/Factored Start will be charged a factor of $310/excess hour for the Polk Unit 4 Covered Unit and for the Polk Unit 5 Covered Unit.

Factored Starts and Factored Hours are defined in Attachment 9 (GER3620K, as may be amended from time to time, provided that a copy of such amended version is sent to Customer in accordance with notice provisions under Article 19 of Attachment 5 and further provided that Customer accepts, in writing to GEII, such amendment with respect to the definition of Factored Starts and Factored Hours contained therein).

Pricing for Polk Unit 4 and 5 Covered Units:

Set forth below is a pricing applicable for all Factored Hours and Factored Starts with respect to each Covered Unit from CSA Start Date through the CSA End Date or earlier termination of this Agreement.

As to "A", when the Factored Hours/Factored Starts Ratio for such Covered Unit is:

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less than 3, then (see Assumption Violations);

between 3 and 20, then A = $8,267;

greater than 20, then A (see Assumption Violations);.

As to "B", B = $310.

1.2.3 Variable Component Paid on Projected Basis. In June 2007, the Parties will mutually agree on the projected number of Factored Starts of operation and projected Factored Hours/Factored Starts Ratio for the applicable Covered Units for the remainder of the 2007 Agreement Year. The average quarterly projected number of Factored Starts and projected annual Factored Hours/Factored Starts Ratio shall be used as the basis of the quarterly Variable Component of the Periodic Payments for each Quarter for the remainder of the 2007 Agreement Year.

The Parties agree that, except for the 2007 Agreement Year (which shall be projected in accordance with the preceding paragraph), in estimating and mutually agreeing upon the projected number of Factored Hours/Factored Starts Ratio and Factored Starts for the then current Agreement Year, the Parties' intent is that said number of projected Factored Hours/Factored Starts Ratio and Factored Starts will be equal to the actual number of Factored Hours/Factored Starts Ratio and Factored Starts experienced during the previous Agreement Year for the applicable Covered Unit; and, provided, further, with reasonable adjustment for any other anticipated major differences between the two (2) Agreement Years, such as, but not necessarily limited to, anticipated differences in Outages (if any).

1.2.4 Reconciliation/True-Up of Payments of Projected Variable Components. In January of each subsequent Agreement Year during the term of this Agreement, the Parties will mutually agree on the actual number of Factored Starts and Factored Hours/Factored Starts Ratio for the Covered Units for the preceding Agreement Year, or portion thereof, and shall calculate the actual Variable Component for the prior Agreement Year. An annual reconciliation adjustment shall either be paid to GEII or credited to Customer with (or against, as applicable) the Periodic Payment due in the First Quarter of the current Agreement Year.

1.2.5 Starts During Commissioning and Start-Up. With respect to determining the number of Factored Hours and Factored Starts accumulated during the commissioning and start-up of the Covered Units, within ten (10) days after the Contract Effective Date, Customer and GEII shall review all relevant information related to such commissioning and start-up (including without limitation the control system logs, start-up and commissioning logs and "historian" data/records for the Covered Unit) and will agree upon the appropriate and accurate number of Factored Hours and Factored Starts so

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accumulated which shall be included in the first Quarterly Payment under this Agreement.

1.2.6 Treatment of Trips in Determining Factored Starts. Customer shall be responsible for all trips and resulting Factored Starts to a Covered Unit except for the following, which are GEII's responsibility: (i) trips and resulting Factored Starts that are caused by the Covered Unit that are in excess of 56 per Agreement Year (or a pro rata portion thereof for such Covered Unit), as determined in accordance with **Figures 21 and 43** of Attachment 9 (GER3620K, as may be amended from time to time, provided that a copy of such amended version is sent to Customer in accordance with notice provisions under Article 19 of Attachment 5 and further provided that Customer accepts, in writing to GEII, such amendment with respect to the definition of Factored Starts contained therein) of this Agreement; and (ii) trips and resulting Factored Starts that are associated with GEII's performance of (or failure to perform) its obligations under the scope of this Agreement. With respect to trips and resulting Factored Starts covered in (i) and (ii), above, such trips and resulting Factored Starts will not be included in the Factored Starts used to calculate the Variable Component of Periodic Payments in Attachment 4. In the event of recurring trips (trips resulting from undefined causes occurring more than two (2) times during a period of seven (7) days or less), such trips and resulting Factored Starts shall apply to the 56 Factored Starts limit set forth above in this Section 1.2.6, as long as GEII requests that the applicable Covered Unit be made available for repair and Customer makes such Covered Unit available for inspection and such repairs.

1.2.7 Examples. The following examples illustrate the foregoing pricing method:

Example #1: Quarterly Periodic Payment

In this example, the Polk Unit 4 Covered Unit has been operating through the entire Second Quarter of the 2007 Agreement Year. The Polk Unit 5 Covered Unit's CSA Start Date is assumed to be July 1 during the Third Quarter of the 2007 Agreement Year.

Annual projected Factored Hours and Factored Starts for the 2007 Agreement Year.

	FH	FS	FH/FS
Polk Unit 4	1600	160	10.0

The pricing formula provides for a "free" number of Factored Hours. At 160 Factored Starts, the breakpoint criteria for free Factored Hours is 160 x 15 = 2400 hours. Thus, there are 0 excess hours above the breakpoint criteria.

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Annual projected Factored Starts and Factored Hours for Covered Unit 5 for the 2007 Agreement Year are based on 5 months remaining in the 2007 Agreement Year. Accordingly, operational history for this Covered Unit will not be included in the projected Second Quarter Periodic Payment.

The Second Quarter Periodic Payment of the 2007 Agreement Year is based on the projected Factored Hours and Factored Starts of each Covered Unit for the Second Quarter.

Formula: = [(1 * $22,500) + ((QFS1) * A)] + (QEFH * B)]

= [$22,500 + ((160/4) * ($8,267))+ (0*$310)]

= $22,500 + $330,680 + $0
= $353,180

This amount will be billed to the Customer for the Second Quarter Periodic Payment.

Example #2: Quarterly Periodic Payment – 3rd Quarter

In this example, the Polk Unit 4 Covered Unit has been operating through the entire Third Quarter of the 2007 Agreement Year. The Polk Unit 5 Covered Unit's CSA Start Date is assumed to be July 1 during the Third Quarter of the 2007 Agreement Year.

Annual projected Factored Hours and Factored Starts for the 2007 Agreement Year.

	FH	FS	FH/FS
Polk Unit 4	1600	160	10.0

Annual projected Factored Starts and Factored Hours for Covered Unit 5 for the 2007 Agreement Year are based on 5 months remaining in the 2007 Agreement Year.

	FH	FS	FH/FS
Polk Unit 5	1066	100	10.66

The Third Quarter Periodic Payment of the 2007 Agreement Year is based on the projected Factored Hours and Factored Starts of each Covered Unit for the Third Quarter.

Formula:

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= [(1 * $22,500) + ((QFS1) * A)+(QEFH*B)] + [((1 * $22,500)) + ((QFS2)*2/3)) * A)+ (QEFH * B)]

= [$22,500 + ((160/4) * ($8,267))+$0] + [($22,500) + ((100/4) * $8,267))+$0]

= [$22,500 + $330,680 + $0] + [$22,500 + $206,675 + $0]

= $353,180 + $229,175

= $582,355

Example #3: Annual reconciliation

This example is for Polk Unit 5. Additional Covered Unit payments and reconciliation would be calculated using the same approach and combined in the appropriate quarterly payments.

Polk Unit #5 Covered Unit	FH	FS	FH/FS
Annual Projected	1600	150	10.66
Annual Actual	1650	160	10.31

(i) Total Quarterly summary for the Agreement Year: The projected average (Factored Hours/Factored Start) ratios for the Polk Unit 5 Covered Unit is 10.67 (1600/150).

Formula: = [(1 * $22,500) + ((QFS1) * A) + (QEFH*B)]

= [1 x $22,500] + (150/4) x [$8,267+ (0*$310)]]
= $22,500 + $310,013 + 0

= $332,513 x 4 quarters

= $1,330,050 total projected payments during the Agreement Year

(ii) In January of the following Agreement Year, running records are reviewed and the actual billing is calculated based on the actual numbers from the previous Agreement Year. The actual Factored Hours/Factored Starts Ratio for the preceding Agreement Year is 10.31 (1650/160).

Reconciliation of projected Quarterly Payments of the previous Agreement Year:

Formula: = [(1 * $22,500) + ((QFS1) * A) + (QEFH * B]

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= [1 x $22,500] + (160/4) x [$8,267) + (0 * $310)]

=[22,500] + $330,680 + 0

= $353,180 X 4 quarters

= $1,412,720

The difference between the two billing amounts is ($1,412,720 -$1,330,050) = $82,670 representing an amount owed to GEII due to the fact that Factored Hours and Factored Starts exceeded projections of the same. This amount will be added to the First Quarter Periodic Payment due.

1.2.8 Pro-ration. For purposes of invoicing adjustments, in the event of a termination or expiration of this Agreement, the Parties agree that the Contract Fee (paid as a Periodic Payment) as set forth in Section 1.2 applicable to said period shall be pro-rated for such applicable period.

1.2.9 Basis of the Contract Fee. The Contract Fee is in United States Dollars and includes all Parts and Maintenance Services being provided by GEII at Customer's Facility with freight and insurance prepaid and included in the Contract Fee. The Contract Fee further includes all customs duties; shipping or agent fees; all governmental charges, permits, taxes or fees related to shipments (subject to Article 8.0 of Attachment 5 of this Agreement); import fees or duties or other fees, charges or assessments relating to shipment or import of materials or equipment which are in effect as of the Contract Effective Date of this Agreement.

1.3 Additional Compensation. The Contract Fee, as computed in accordance with Article 1 of this Attachment 4, represents the total Contract Fee due to GEII, for the period covered by said computation, for performance of GEII's obligations under this Agreement with respect to each of the Covered Units, except as otherwise set forth in this Section 1.3 for: (i) Unplanned Maintenance, (ii) Extra Work, (iii) Excusable Delay Events, (iv) Assumption Violations, and (v) Escalation. Circumstances for which GEII is entitled to additional compensation hereunder, and the methods of computing the same or of determining the manner in which costs will be shared by the Parties, are as follows:

1.3.1 Unplanned Maintenance. GEII shall bear the expense as part of the Contract Fee paid by Customer for Unplanned Maintenance or Customer shall make payment as Extra Work described in this Section 1.3.1 for Parts and Maintenance Services provided by GEII in connection with Unplanned Maintenance, in accordance with the following:

(1) To the extent Unplanned Maintenance is the result of fault or negligence on part of Customer or its other contractors, the Maintenance Services and Parts

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provided by GEII for such Unplanned Maintenance shall be considered Extra Work and Customer shall pay GEII in accordance with this Agreement; and

(2) To the extent Unplanned Maintenance is the direct result of the negligence of GEII or its subcontractors, all Maintenance Services and Parts shall be provided in accordance with Section 1.3.1 (3), provided however, GEII shall provide buckets, nozzles, shrouds, fuel nozzle assemblies and tips, combustion liners, cap assemblies, transition pieces and cross-fire tubes ("Capital Parts") and compressor parts for such Unplanned Maintenance under this Section 1.3.1 (2) in excess of the per event and annual caps set forth in Section 1.3.1 (3) at seventy percent (70%) of GEII's then-current list prices; and

(3) In all other cases of Unplanned Maintenance, Customer shall pay GEII the price thereof as Extra Work in accordance with this Agreement that portion of the price in excess of one million five hundred thousand dollars ($1,500,000) per Unplanned Maintenance Event and GEII shall bear the first one million five hundred thousand dollars ($1,500,000) per Unplanned Maintenance Event of such charges, up to an annual cap of three million dollars ($3,000,000) for all Covered Units.

1.3.2 Extra Work. Extra Work (as defined in Section 1.0 of Attachment 5) shall be computed, documented and submitted for Customer's approval/concurrence as required in Article 15.0 of Attachment 5 of this Agreement; provided, however, that Extra Work performed on a time and material rates basis shall be priced, computed, documented and submitted as required in accordance with the following:

a) Parts: Capital parts (buckets, nozzles, shrouds, fuel nozzle assemblies and tips, combustion liners, cap assemblies, transition pieces, and cross-fire tubes) and compressor parts shall be invoiced at eighty percent (80%) of GEII's then-current list prices. Except as provided in Section 1.3.2 (2) above all other Parts provided as Extra Work shall be invoiced at ninety percent (90%) of GEII's then-current list prices.

b) Incidental Materials: Expendable, consumable, and other incidental and permanent materials shall be billed at the vendor's price, as indicated by invoices to GEII or other documentation acceptable to Customer, plus twelve and one-half percent (12.5%).

c) GEII Services: Services performed by GEII's technical personnel shall be invoiced at GEII's standard, then-current standard or published rates for such services, less fifteen percent (15%) of gross invoicing.

d) Craft Labor: Nonprofessional, craft labor performing field work shall be billed to Customer at the vendor's price as indicated by invoices to GEII, plus a markup for overhead and profit, for a combined total of twelve and one-half

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percent (12.5%). This item d) shall not be also billed as out-sourced services as indicated in item e) below.

e) Out-sourced Services: Services performed by GEII's subcontractors, vendors or other third (3rd) parties shall be billed at the vendor's price, as indicated by invoices to GEII, plus twelve and one-half percent (12.5%). This item e) shall not include craft labor as indicated in item d) above.

f) GEII Apparatus Service Shop Pricing: Services performed by GEII's apparatus service shops shall be invoiced at GEII's standard or published rates for such services, less ten percent (10%) of gross invoicing.

For purposes of this Section 1.3.2 of this Attachment 4, all references to GEII's "list prices" or "rates", or to "costs", except where said costs originate from sources outside GE or GEII, shall be deemed to mean the lower of such prices, rates and costs as published by GE or GEII.

1.3.3 Excusable Delay Events.
To the extent that Maintenance Services performed and Parts provided by GEII result from an Excusable Delay (other than Maintenance Services or Parts that are Unplanned Maintenance or that result from an Unplanned Maintenance Event), such performance of Maintenance Services and provision of Parts shall be Extra Work in accordance with Article 6 of Attachment 5, or as mutually agreed upon by the Parties.

1.3.4 Assumption Violation. In the case of any Assumption Violation, the Parties will meet and mutually agree on an equitable adjustment in price for any Maintenance Services and Parts to be performed as Extra Work necessary to remedy such Assumption Violation.

1.3.5 Escalation. GEII may be entitled to additional compensation, or credits may become due to Customer, in connection with the Contract Fee as determined in accordance with the escalation provisions set forth in Article 2.0 of this Attachment 4.

1.4 Invoicing of Extra Work. Notwithstanding anything to the contrary herein, Extra Work may be invoiced immediately upon satisfactory completion of the Extra Work and payment due within thirty (30) days after receipt of a reasonably accurate invoice. The amount due pursuant to Section 1.2, and each charge pursuant to Section 1.3, shall be clearly identified, described, subtotaled, and reasonably supported by documentation, when required pursuant to this Agreement, and the entire invoice(s) shall be totaled. Separate invoices supported by a summary sheet referencing and totaling same shall be acceptable.

2.0 ESCALATION

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2.1 Determination of Price Escalation. For the purpose of this Article 2 of Attachment 4, the following definitions and procedures apply:

2.1.1 The annual average CPI shall be deemed to mean the sum of the following three (3) indices, as determined and reported monthly by the US Department of Labor, Bureau of Labor Statistics, multiplied by the appropriate weighting factor:

(1) The Labor Index shall mean one hundred percent (100%) of the annual average (not seasonally adjusted) of the "Average Hourly Earnings of Production Workers" (BLS Series ID CEU3133360006), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

(2) The Material Index shall mean one hundred percent (100%) of the annual average of the Producer Price Index for "Fabricated Steel Plate", code 1076 (BLS Series ID WPU1076), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

(3) The Services Index shall mean 100% of the annual average of the published craft labor rate for Millwright Journeyman Local 1000, Tampa, FL. The weighting factor for this index is ten percent (10%); and

(4) Each of the Labor Index, Material Index, and Services Index averages shall be calculated to the nearest second decimal place.

2.1.2 The CPI shall be determined to the second decimal place. If the next succeeding decimal place is five (5) or more, the proceeding figure shall be raised to the next figure.

2.1.3 Formula. The change in the CPI shall be calculated in accordance with the following formula and example:

Formula: $\frac{\text{CPI CY}}{\text{CPI BY}}$ X weighting factor X BP = Adjusted Payment

Where:

The Base Payment ("BP") shall be the applicable Periodic Payments set forth in Section 1.1 and 1.2 of this Attachment 4.

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The Base Year ("BY") shall be 2007.

The Current Year ("CY") shall mean the then-current calendar year.

Example: CY = 2008 SIC3511 = 21.05 PPI1076 = 145.5 Services Index = 22
BY = 2007 SIC3511 = 19.50 PPI1076 = 143.0 Services Index = 20
BP = $8,267/FS
{(21.05/19.50) X 45% X $22,500} + {(145.5/143.0) X 45% X $22,500)}
+ {(22.00/20.00) X 10% X $22,500}

= $10,930 + $10,302 + $2,475 = $23,707 = adjusted fixed component of the Periodic Payment per Covered Unit

{(21.05/19.50) X 45% X $8,267}+ {(145.5/143.0) X 45% X $8,267} +
{(22.00/20.00) X 10% X $8,267}

= $4,016 + $3,785 + $909 = $8,710 adjusted variable component of the Periodic Payment

2.2 The adjusted Periodic Payment for each Agreement Year shall be computed as early in that Agreement Year as the indices are available and effective as to all Periodic Payment amounts for Maintenance Services and Parts provided commencing January 1st of that Agreement Year. Any retroactive payment amounts will be paid to GEII with the next Periodic Payment. Adjusted payments shall be calculated each Agreement Year beginning in January, 2008.

In the event the indices are published as "preliminary", invoices and/or payments shall be calculated and submitted according to such "preliminary" indices, and shall be adjusted as necessary once the "final" indices are published.

In the event that the specified indices are discontinued, or the basis of their calculation is modified, equivalent indices shall be substituted by mutual agreement of the Parties.

3.0 OTHER PAYMENTS

3.1 Various Payments. In addition to payment of the prices as set forth above in this Attachment 4, Customer shall make all other payments required to be made by Customer to GEII pursuant to this Agreement in accordance with the terms specified in this Agreement, and if no payment term is specified, not later than thirty (30) days after GEII's invoice.

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3.2 Back Charges. The Parties may agree on minor maintenance (not Routine Maintenance) to be performed by Customer where it would be impractical for GEII to mobilize for such minor maintenance, but would otherwise fall within GEII's responsibilities under this Agreement. In such cases, Customer shall notify GEII's Assigned Technical Advisor by the next business day, when such minor maintenance has been performed, and submit a summary of Customer's costs incurred due within thirty (30) days of completion of such minor maintenance. The Parties will then mutually agree on any credit toward the next Periodic Payment due.

4.0 METHOD OF PAYMENT

Customer shall make all payments by wire transfer to the bank account(s) identified by GEII.

5.0 LATE PAYMENT

In addition to the foregoing, Customer shall pay interest to GEII, at the rate per annum equal to one percent (1%) above the Citibank, N.A. prime rate in effect at the time the payment is due, or the maximum amount permitted by applicable law if such rate is lower, on all undisputed amounts not timely paid in accordance with this Agreement, or amounts not timely paid and found to have been wrongfully disputed.

6.0 PRICE ASSUMPTION

Customer acknowledges that the price of this Agreement is based upon the Polk 2&3 CSA remaining in place for the entire term of this Agreement and contemplates the use of parts from the Bayside CSA (up to the date of its expiration or termination) or the Polk 2&3 CSA, but in the event that the Polk 2&3 CSA is terminated or expires prior to the end of the term of this Agreement, GEII is entitled to a price adjustment equivalent to a full set of Hot Gas Path Capital Parts and fuel nozzle assembly discounted at Extra Work rates, unless alternate parts of the same pedigree and quantity are made available for use by GEII.

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ATTACHMENT 5

TERMS AND CONDITIONS

These Terms and Conditions are part of this Agreement.

1.0 DEFINITIONS

1.1 Additional Parts – shall have the meaning set forth in Attachment 2, Section 5.5.

1.2 Agreement – shall have the meaning set forth in Attachment 5, Article 18.

1.3 Agreement Year(s) – means years during the term of this Agreement, each of which begin on January 1 and end on December 31 of the applicable year except for partial years at the beginning of the term of the Agreement and at the conclusion of the term of the Agreement. Any adjustments for partial Agreement Years will be pro-rated accordingly.

1.4 Assigned Technical Advisor – means the GEII representative designated to coordinate and consult with the Customer on matters related to GEII's responsibilities under this Agreement.

1.5 Assumption Violation - shall have the meaning provided in Attachment 2, Section 1.0 of this Agreement.

1.6 Authority – shall have the meaning set forth in Attachment 5, Section 22.2.

1.7 BAC shall have the meaning set forth in Attachment 1, Article 2.

1.8 Bayside CSA – means the contractual services agreement between GEII and Customer dated April 20, 2001, as amended.

1.9 Buy Out Amount – shall have the meaning set forth in Attachment 5, Section 9.2.

1.10 Capital Parts – shall have the meaning set forth in Attachment 4, Section 1.3.1.

1.11 Claims – shall have the meaning set forth in Attachment 5, Section 17.1.

1.12 Commercial Operation Date - means the date a Covered Unit is capable of producing electric energy while connected and synchronized to the electricity grid system.

1.13 Company – shall have the meaning set forth in the first paragraph of Attachment 6.

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1.14 Competitor of GEII – shall have the meaning set forth in Attachment 5, Section 22.1.

1.15 Consequential Damages – shall have the meaning set forth in Attachment 5, Section 17.2.

1.16 Contract – shall have the meaning set forth in the first paragraph of Attachment 6.

1.17 Contract Effective Date – shall have the meaning set forth in Section 1 of the Agreement.

1.18 Contract Fee – shall have the meaning set forth in Section 1.1 of Attachment 4.

1.19 Contractor – shall have the meaning set forth in the first paragraph of Attachment 6.

1.20 Covered Unit (or Covered Units) – means a gas turbine, generator, accessory base and other associated components and systems, and is specified to be included within this Agreement in Attachment 1.

1.21 CSA End Date - means, for each Covered Unit, the latter of i) the date GEII has completed the first hot gas path inspection, or ii) the date the Covered Unit has achieved 900 Factored Starts from the CSA Start Date.

1.22 CSA Start Date – means, for each of Polk Unit 4 and Polk Unit 5, the Contract Effective Date.

1.23 Current Part – shall have the meaning set forth in Attachment 2, Section 5.9.

1.24 Customer – means Tampa Electric Company.

1.25 Customer's Other Property – shall have the meaning set forth in Attachment 5, Article 26.

1.26 Disclosing Party – shall have the meaning set forth in Attachment 5, Section 22.3.

1.27 Engineering Study/Inspection/Testing Services – means design, troubleshooting, diagnostics and analysis of equipment and/or systems by personnel using special expertise, techniques, instruments or devices with the objective of identifying problems, reporting opinions and/or recommendations relating to the current condition, proposed corrective actions and/or future serviceability of the equipment or system.

1.28 Environmental Concern – shall have the meaning set forth in Attachment 6, Section 5.3.1.

1.29 Equal Employment Opportunity – shall have the meaning set forth in Attachment 6, Section 3.2.

1.30 Excusable Delay – shall have the meaning set forth in Attachment 5, Article 6.

1.31 Extra Work - Parts and Maintenance Services which are beyond the scope of GEII's responsibilities under this Agreement which may include, but are not limited to, the following: (1) specifically for the purpose of improvements, modifications, up-rates or

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upgrades of a Covered Unit, or component(s) thereof, requested by the Customer under this Agreement, or (2) an addition of equipment or components requested by the Customer under this Agreement (except for Parts required to be provided by GEII under this Agreement), or (3) provided for equipment or components not constituting part of the Covered Unit (except for Parts required to be provided by GEII under this Agreement), or (4) provided for Unplanned Maintenance to the extent the price for such goods and/or services provided in connection with any Unplanned Maintenance Event is to be paid by Customer pursuant to Attachment 4 "PRICING", as Extra Work, or (5) changes performed in accordance with Article 15.0 of this Attachment, or (6) arising from an Assumption Violation.

1.32 Facility (or Facilities) – means the plant, station or facility in which the Covered Units are located, which is Customer's Polk Power Station.

1.33 Facility Manager – shall have the meaning set forth in Attachment 6, Section 5.3.1.

1.34 Factored Hours - shall have the meaning provided in Attachment 9 (GER3620K, as may be amended from time to time, provided that a copy of such amended version is sent to Customer in accordance with notice provisions under Article 19 of Attachment 5 and further provided that Customer accepts, in writing to GEII, such amendment with respect to the definition of Factored Hours contained therein), Figure 42.

1.35 Factored Starts - shall have the meaning provided in Attachment 9 (GER3620K, as may be amended from time to time, provided that a copy of such amended version is sent to Customer in accordance with notice provisions under Article 19 of Attachment 5 and further provided that Customer accepts, in writing to GEII, such amendment with respect to the definition of Factored Starts contained therein), Figure 43.

1.36 First Quarter – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.37 Fixed Component – shall have the meaning set forth in Attachment 4, Section 1.1.

1.38 Forced Outage - An Outage that occurs without advance scheduling as a result of a problem or failure in the applicable Covered Unit.

1.39 Fourth Quarter – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.40 GEII – shall mean General Electric International, Inc.

1.41 Group Spare Parts Pool – shall mean Initial Spare Parts, Capital Parts furnished by GEII under (i) this Agreement; (ii) Bayside CSA (for its duration); and (iii) Polk 2 & 3 CSA (for its duration). Group Spare Parts Pool shall not include consumables GEII brings on to the Site.

1.42 Hazardous Substances - shall have the meaning provided in Attachment 5, Section 14.2.

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1.43 Hot Gas Path Capital Parts – shall mean 1st, 2nd and 3rd stage buckets, nozzles and shrouds.

1.44 Hot Gas Path Inspection – shall have the meaning as described in Attachment 12.

1.45 Initial Spare Parts are the parts that are identified in Attachment 2A.

1.46 In-Service - The state in which a Covered Unit is synchronized and electrically connected, at minimum load, to Customer's system.

1.47 Inspect Only - shall have the meaning defined in Attachment 2, Section 2.3.

1.48 Maintenance Services – means the maintenance services, which will include as necessary provision of craft labor, tooling, temporary facilities, miscellaneous materials, consumables and expendables, equipment, Technical Advisory Services, planning, scheduling, removal and installation of Parts, assessment of equipment and/or components, and/or component repairs or refurbishments, and any other work performed by GEII or its subcontractors under this Agreement, with respect to Planned Maintenance or Unplanned Maintenance, or the performance of Planned Maintenance or Unplanned Maintenance, as applicable, of the Covered Units or the performance of Extra Work under this Agreement; and including, if performed, Engineering Study/Inspection/Test services provided under this Agreement.

1.49 Monitoring System – shall have the meaning set forth in Attachment 2, Section 6.1.

1.50 Minor Inspection – shall have the meaning as described in Attachment 12.

1.51 MSDS – shall have the meaning set forth in Attachment 6, Section 5.3.5.

1.52 Non-terminating Party – shall have the meaning set forth in Attachment 5, Section 9.2.

1.53 Notice Address – shall have the meaning set forth in paragraph 7 of this Agreement.

1.54 Outage – means the removal of a Covered Unit from electric generation service.

1.55 Outage Season – means March 1 through May 31 and September 1 through December 31 of each calendar year of the Term of this Agreement or as otherwise agreed upon by the Parties.

1.56 Owner – shall have the meaning set forth in the first paragraph of Attachment 6.

1.57 Parent Company – means, with regard to GEII, General Electric Company ("GE").

1.58 Parts – means new, repaired or refurbished parts furnished by GEII under this Agreement.

1.59 Party (or Parties) – shall have the meaning set forth in paragraph 1 of this Agreement.

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1.60 Periodic Payments – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.61 Planned Maintenance - Parts and Maintenance Services in conjunction with periodic inspection, testing, preventive maintenance, repair, and/or overhaul of the Covered Units in accordance with the equipment manufacturers' and/or designers' recommendations and/or Prudent Electrical Practices as more fully described in Article 2.0 of Attachment 2.

1.62 Polk 2 & 3 CSA – means the Amended and Restated Contractual Services Agreement between GEII and Customer dated December 31, 2001, as amended from time to time, for the Covered Units 2 and 3 at the Polk Power Station.

1.63 Proprietary Information – shall have the meaning set forth in Attachment 5, Section 22.1.

1.64 Prudent Electrical Practices – means those practices, methods and acts, at a minimum in accordance with the customary standards applicable to the electric utility industry, which a prudent owner and/or operator, and/or manufacturer and/or contractor would follow in connection with power generation facilities and equipment to accomplish the desired result lawfully, reliably, economically and safely.

1.65 Quarter – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.66 RCRA – shall have the meaning set forth in Attachment 6, Section 5.3.8.

1.67 Receiving Party – shall have the meaning set forth in Attachment 5, Section 22.3.

1.68 Regulations – shall have the meaning set forth in Attachment 6, Section 3.1.

1.69 Routine Maintenance – means maintenance of a preventive and minor nature that is performed in the normal course of operations to maintain the Covered Unit in working order on a day-to-day basis without an Outage, including but not limited to inspection, lubrication, calibration, adjustment, minor leak repair, provision of fluids, greases, and resins, cleaning and replacement of filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches and light bulbs, and other similar preventive, and minor work..

1.70 Second Quarter – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.71 Site – means the real property upon which the Facility is located.

1.72 SPCC – shall have the meaning set forth in Attachment 6, Section 5.3.9.

1.73 SPCC Plan – shall have the meaning set forth in Attachment 6, Section 5.3.9.

1.74 SPCC Coordinator – shall have the meaning set forth in Attachment 6, Section 5.3.9.

1.75 Subcontractor – shall have the meaning set forth in the first paragraph of Attachment 6.

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1.76 Supply Contract – means the contract between Owner and any party under which Owner has purchased the Covered Unit(s).

1.77 Technical Advisor (Field Engineer) – means an individual who is properly trained, qualified and factory supported as a field representative of GEII or its Parent Company, performing work under this Agreement.

1.78 Technical Advisory Services (also referred to as Field Engineering Services) – means technical advice and counsel from Technical Advisors (or Field Engineers) provided by GEII based on GEII's current engineering, manufacturing, installation and operation practices as applicable to the Covered Units and the Parts. To the extent specified in this Agreement such services may also include testing, adjustment, programming and other similar services. Data, reports and other information provided from the Monitoring System are not considered Technical Advisory Services. Unless otherwise specified in this Agreement, Technical Advisory Services /Field Engineering do not include supervision or management of Customer's employees, agents or other contractors.

1.79 Terminal Points – shall have the meaning set forth in the first paragraph of Attachment 1.

1.80 Terminating Party – shall have the meaning set forth in Attachment 5, Section 9.2.

1.81 Termination Adjustment Payment – shall have the meaning set forth in Section 9.6 of Attachment 5.

1.82 Third Quarter – shall have the meaning set forth in Attachment 4, Section 1.2.1.

1.83 TIL – shall have the meaning set forth in Attachment 2, Section 5.10.

1.84 Total Payments – shall have the meaning set forth in Attachment 5, Section 9.6.

1.85 Trip – means removal of a Covered Unit from the In-Service state (excluding normal Customer shutdowns) or, if not initially In-Service, cessation of fuel introduction into the Covered Unit.

1.86 Unplanned Maintenance - Maintenance Services and Parts that include neither Planned Maintenance nor Routine Maintenance, the need for which results from a Forced Outage or a need to eliminate the potential for a Forced Outage, or damage to or load restriction of a Covered Unit, or otherwise arises without advance planning or scheduling. Notwithstanding any provisions to the contrary contained in this Agreement, services performed or parts supplied under Article 4.0, Warranty, of this Attachment 5 shall not be considered Unplanned Maintenance.

1.87 Unplanned Maintenance Event – means a single incident that results in the need to perform Unplanned Maintenance on a Covered Unit. For purposes of this definition, the need to provide various Parts and/or Maintenance Services for such Unplanned Maintenance shall be considered to arise from a single incident when the need is closely

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related in time and causation to the same, particular incident. Examples of Unplanned Maintenance Event(s) include, but are not limited to, the following:

(a) an event in which the In-Service failure of a lube oil pump results in both bearing damage and gas turbine bucket damage is one Unplanned Maintenance Event;

(b) an event in which a gas turbine failure occurs resulting in bucket damage and during the Outage to repair such bucket damage it is discovered that Unplanned Maintenance of the generator is also needed for reasons not attributable to the gas turbine failure is two Unplanned Maintenance Events; and

(c) repeated In-Service failures of the lube oil pump are separate Unplanned Maintenance Events.

1.88 Upgraded Part – shall have the meaning set forth in Attachment 2, Section 5.9.

1.89 Value of Services Performed – shall have the meaning set forth in Attachment 5, Section 4.1.1.

1.90 Variable Component – shall have the meaning set forth in Attachment 4, Section 1.1.

1.91 Warranty Period – shall have the meaning set forth in Attachment 5, Section 4.1.1.

2.0 GEII SERVICES

In addition to GEII responsibilities described in Attachment 2, GEII shall also provide quarterly operational service reviews to assess the condition of the Covered Units. GEII's ability to perform it's obligations under this Agreement are dependent upon Customer performance of Customer's responsibilities under this Agreement.

3.0 CUSTOMER RESPONSIBILITIES

In addition to Customer responsibilities as described in Attachment 3, Customer shall perform Routine Maintenance on the Covered Units, maintenance of equipment outside the limits of the Covered Units, and operation of equipment and the Facility, all in accordance with the manufacturers' and/or designers' written recommendations and Prudent Electrical Practices. Customer shall furnish all services, materials and minor parts for performance of Routine Maintenance. Customer shall make the Covered Units reasonably available in a manner consistent with industry practice, the terms of this Agreement, and with reasonable consideration of Customer's need to serve its customers, for performance of GEII's services, and fulfill all Customer responsibilities and obligations under this Agreement, at the times necessary to meet the requirements of this

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Agreement and in accordance with schedules established mutually by the Parties. Customer's obligations are dependent upon GEII's performance of all GEII's obligations under this Agreement.

4.0 WARRANTY

The warranty set forth in this Article 4 is in addition to, not in lieu of, GEII's obligations pursuant to this Agreement to provide Maintenance Services and Parts pursuant to its scope of work as described in Attachment 2 of this Agreement. All warranty work required to be performed hereunder shall be performed by GEII or its subcontractors or affiliates at their sole cost and expense.

4.1 GEII Warranty. The following warranties set forth in this Section 4.1 apply to the Maintenance Services and Parts provided by GEII under this Agreement:

4.1.1 Warranty of Maintenance Services. GEII warrants to the Customer that Maintenance Services provided under this Agreement will be free from defects in material, workmanship and title and shall be competently performed in accordance with Prudent Electrical Practices. The "Warranty Period" for each incident of Maintenance Services (except as to title, which warranty shall terminate three (3) years following the termination or expiration of this Agreement) shall be one (1) year from completion of the particular incident of Maintenance Services. If any failure to meet the warranty appears within the Warranty Period, on condition that Customer promptly notify GEII in writing thereof, GEII will re-perform said defective Maintenance Services. If re-performance is not practicable, GEII will furnish without charge services in an amount essentially equal to those which would have been required for re-performance, or make an equitable adjustment in the Price to the Customer based upon the Price of the defective Maintenance Services.

4.1.2 Warranty of Parts and Materials. GEII warrants to the Customer that Parts and any incidental materials furnished with Maintenance Services provided under this Agreement will be free from defects in material, workmanship and title. The "Warranty Period" (except as to title, which warranty shall terminate three (3) years following the termination or expiration of this Agreement) with respect to such goods shall be one (1) year after completion of installation by GEII or its subcontractors performing work under this Agreement, provided however, the Part or material has been properly stored, maintained in accordance with Customer's obligations in Attachment 3 and used by the Customer (if such Part has been given to Customer for such handling). If any failure to meet this warranty appears within the "Warranty Period", on condition that Customer notify GEII promptly in writing thereof and make the applicable Covered Unit available for correction of the defective parts or provide access as is necessary to re-perform any defective Maintenance Service at a mutually agreeable time, GEII will correct the failure by either, at its option, repairing or replacing the defective Part or material and such

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repair or replacement will include removal and replacement of parts of the Covered Units as provided in Section 4.2, below. If a failure in a Part or material cannot be repaired or replaced by GEII's reasonable efforts, the Parties will negotiate an equitable adjustment. This "Warranty Period" shall not apply to any Part or material which has a normal life shorter than the "Warranty Period" or is normally consumed in operation. Such Parts and material having a normal life shorter than the warranty shall be warranted for only their normal life. This warranty shall not apply to any Part or material, or portion thereof, which has been provided, altered or repaired other than by GEII or its subcontractors or designees acting under this Agreement.

4.2 Obligations. The foregoing obligations of GEII described in this Article 4.0 are limited to the Maintenance Services and Parts supplied by GEII under this Agreement. GEII shall be responsible to "open and close" the Covered Units to remove, repair or replace defective Parts installed by GEII or re-perform Maintenance Services to the extent such defective Parts or Maintenance Services were provided by GEII under this Agreement, and GEII's responsibilities do not include any responsibility or obligation with respect to removal or replacement of systems, structures, or other parts of the Facility.

4.3 Tests. The conditions of any tests shall be mutually agreed upon and both Parties shall be notified of, and may be represented at, all tests that may be made.

4.4 Limitation. Any failure which is the basis for a warranty claim shall not be cause for any extension of the Warranty Period, provided however, that Maintenance Services provided or Parts repaired or replaced during the last Agreement Year pursuant to a warranty claim during the last Agreement Year, shall be rewarranted for one (1) additional Warranty Period. The preceding paragraphs of Article 4.0 set forth the sole and exclusive remedies for all breach of warranty claims of the Customer based on failure of, or defect in, Maintenance Services or Parts, provided under this Agreement whether such breach of warranty claims, however instituted, are based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. EXCEPT AS SET FORTH IN ARTICLE 5.0, "PATENTS", THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5.0 PATENTS AND OTHER INTELLECTUAL PROPERTY

5.1 Subject to the provisions of this Article, GEII represents that the Parts sold, processes, hardware and software furnished (including the Monitoring System) and work performed under this Agreement, and any part thereof, shall be delivered free of any claim for infringement of any (i) United States patent, (ii) non-United States patent that

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was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union, Canada or Japan, (iii) United States copyright, and (iv) other intellectual property right of the United States. If notified promptly in writing and given authority, information and reasonable assistance, and contingent upon Customer not making settlement adverse to GEII in connection with such claim, GEII shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on such a claimed infringement relating to this Agreement and GEII shall pay all damages and costs awarded therein against the Customer relative thereto. In case any Parts, processes, hardware, software or work are in such suit or proceeding are held to constitute such an infringement and the use for the purpose intended of said Parts, processes, hardware, software or work is enjoined, GEII shall, at its expense and option, either procure for the Customer the right to continue using said Parts, processes, hardware, software or work or replace same with non infringing Parts, processes, or work, or promptly modify the same so they become non infringing. The foregoing states the entire liability of GEII for any claim that the Parts sold, processes, hardware and software furnished and work performed hereunder, and any part thereof, infringe any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union, Canada or Japan, any United States copyright, and any other intellectual property right of the United States.

Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of this Agreement shall not apply to claims arising under this Section 5.1, provided however Section 17.2 and 17.3 shall apply to this Section 5.1. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, below, all liability of GEII for such claims shall expire at the expiration of the statute of limitations applicable to such claims.

5.2 The preceding Section 5.1 shall not apply to any Parts or processes manufactured to the Customer's design, or the use by Customer, without the written consent of GEII or its Parent Company, performing work under this Agreement, of any Parts or processes furnished hereunder in conjunction with any other goods or processes not provided by GEII, its affiliates or by its Parent Company, provided however, that this exclusion does not apply to combinations recommended or permitted by GEII's Parent Company. As to any such Parts, processes manufactured to the Customer's design, or use in such unacceptable combination, GEII assumes no liability whatsoever for infringement of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right, and the Customer will hold GEII harmless against any claim of infringement (to the extent arising from such unacceptable combination) of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and

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subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right.

6.0 EXCUSABLE DELAYS

The term "Excusable Delay" means a delay in performance due to any of the following: (i) acts of God, (ii) Facility and Site conditions caused by Customer's acts or omissions, (iii) Customer caused material physical damage to parts, tools or equipment to be used in performing Maintenance Services at the Facility, (iv) failure of either Party to timely perform any of its obligations under this Agreement (except Customer's payment of fees or other amounts owed to GEII hereunder), (v) acts of civil or military authority, fires, binding governmental priorities applicable to the Parts and Maintenance Services to be delivered under this Agreement, (vi) strikes or other labor disturbances, (vii) floods, unusually severe weather conditions, epidemics, war or riot, (viii) delays in transportation provided by a third party common carrier (provided the delay does not arise as the result of a pricing issue between GEII or its Parent Company and said third party carrier), or (ix) acts beyond the reasonable control of Customer or GEII (or its Parent Company) or other events similar to the foregoing directly affecting Customer, Customers other contractors or GEII or their respective subcontractors or suppliers in fulfillment of their obligations related to this Agreement, (x) actions or inactions of third parties who are not subcontractors or suppliers of GEII, but only to the extent any of the foregoing directly affect GEII's ability to perform its work in accordance with this Agreement and are beyond GEII's commercially reasonable control and GEII's commercially reasonable efforts to prevent, avoid or mitigate or (xi) breach of Section 3.1 of Attachment 6. Neither Party shall have any liability for nonperformance due to an Excusable Delay which is not caused by its acts or omissions. In the event of an Excusable Delay, all times of performance shall be extended by a period equal to the time lost solely by reason of such delay. As soon as practicable after the commencement of any Excusable Delay, the Party experiencing the delay shall give written notice to the other Party of the event and the details of the event giving rise to the delay. Except in the case of an Excusable Delay caused solely by Customer's failure to timely perform any of its obligations under this Agreement, GEII shall have the duty to expeditiously suggest an alternate solution to attempt to mitigate or resolve the delay or the effects of the delay. In the event that the delay extends beyond thirty (30) days, the Parties hereto shall be required to negotiate a reasonable resolution or plan to mitigate or resolve the effects of the delay, which is mutually acceptable to the interests of both Parties.

Settlement of strikes and other labor disturbances by the employees of GEII shall be entirely within the discretion of GEII. Provided, however, in the event of a strike by the employees of GEII or any of its subcontractors or suppliers which affects GEII's performance of its obligations hereunder, GEII agrees to use its commercially reasonable efforts to provide Maintenance Services and Parts to mitigate the impact of such Excusable Delay.

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In the event GEII is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, and such delay causes actual additional costs to GEII, after using commercially reasonable efforts to prevent, avoid, or mitigate, GEII shall be entitled to an equitable price adjustment to include such actual additional costs for such Extra Work in accordance with Article 15 of this Attachment, in addition to extension of the time of performance.

In the event that an Excusable Delay continues for more than one hundred-eighty (180) days, this Agreement may be terminated in accordance with Section 9.1 hereof.

7.0 TERMS OF PAYMENT

Customer shall make payments for amounts owing to GEII under this Agreement at the times and in the manner specified in said Attachment 4. Except as otherwise provided in Attachment 4, and Customer's right to set-off liquidated damage amounts payable by GEII to Customer under Attachment 2, Section 8.0, against amounts payable by Customer to GEII, payment shall be made without deduction or setoff. Provided, however, Customer may withhold from payment, without penalty or interest, such amounts as Customer disputes, in good faith, in Customer's invoice, provided Customer notifies GEII in writing. If the Parties are unable to resolve Customer's good faith dispute within forty-five (45) days of Customer's written notice of such dispute, the Parties shall resolve the dispute in accordance with Article 24.0. In the event it is determined that GEII's invoice disputed by Customer was accurate, Customer shall pay Customer interest on any amount previously withheld.

8.0 SALES AND SIMILAR TAXES

Under existing Florida law, the Parties anticipate that all or a portion of the Maintenance Services and Parts will be exempt from Florida sales and use taxes. However, Customer shall be responsible for any applicable present or future Florida sales and use taxes which may be due on the Price or any other prices as set forth in Attachment 4, and adjustments hereunder, and GEII shall be relieved of its obligations to collect and remit any such taxes to the State of Florida, if applicable. Upon GEII's written request, Customer shall provide GEII with written evidence of tax exemption or written evidence confirming Customers right to accrue such sales and use taxes and remit the same directly to the State of Florida. GEII agrees to pass on to Customer the benefit of any valid tax exemptions to which GEII may receive in connection with the work performed under this Agreement. GEII shall pay all customs, import, payroll and gross receipts taxes or any sales or use taxes on consumables, non-exempt items, GEII's overhead, supplies and equipment used in connection with the Maintenance Services and Parts provided under this Agreement. In the event GEII is required to pay any Florida sales or use taxes on exempt items under

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this Agreement, after providing reasonable notice to Customer, Customer shall reimburse GEII for such taxes as an addition to the Price or payments connected with Extra Work under Attachment 4.

9.0 TERMINATION

9.1 Termination upon Excusable Delay – If an event of Excusable Delay, as described in Article 6, continues for one hundred-eighty (180) days, either Party (except for delays described in Article 6.0 (ii), (iii) and (iv), to the extent such delay is intentionally caused by Customer) may terminate this Agreement upon thirty (30) days' written notice. If an event of Excusable Delay as described in Article 6 (vi) and (viii) continues for one hundred twenty (120) days, either Party may terminate this Agreement upon thirty (30) days' written notice, provided however, a Party may not terminate this Agreement due to a strike by its own employees or employees of its sub-contractors or vendors or delays in transportation services provided by its own sub-contractors or vendors, as the case may be. In the event this Agreement is terminated on account of an Excusable Delay, Owner shall pay to GEII all payments required under this Agreement for GEII's performance prior to the effective date of such termination and all payments due prior to such termination date. Payment of the Termination Adjustment Payment specified in Section 9.6 is not required.

9.2 Termination for Convenience - After each of the Covered Units have accumulated 450 Factored Starts, either Party (the "Terminating Party") may terminate this Agreement in whole, but not in part, effective as of the end of any Agreement Year by giving written notice at least one hundred twenty (120) days in advance of the effective date of such termination and making payment, to the other Party (the "Non-terminating Party"), at least ninety (90) days prior to the effective date of such termination, in the amount of Two Million Dollars (the "Buy Out Amount"). In addition, all payments required under this Agreement for performance prior to the effective date of such termination shall be paid in accordance with this Agreement. Prior to terminating for convenience, the Parties agree to hold a meeting of responsible executives to discuss the Terminating Party's interest in terminating the Agreement and explore the possibility of mutually agreeable alternatives to termination; provided, however, notwithstanding such meeting, the Terminating Party shall continue to have the right to terminate this Agreement at its sole and absolute discretion. The foregoing specified in this Section 9.2 shall be the sole and exclusive rights and liabilities of the Non-terminating Party and Terminating Party, respectively, on account of termination for convenience.

With respect to the Buy Out Amount, the Parties agree that the damages likely to be incurred by the Non-terminating Party in the event of termination will be difficult to measure, that the Buy Out Amount is reasonable, and that the Buy Out Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

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9.3 Termination For Cause by Customer – Upon written notice, Customer may terminate this Agreement upon the occurrence of any of the following:

9.3.1 In the event that GEII ceases doing business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts as they become due; is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings; files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties; if it or its shareholders take any action looking to its dissolution or liquidation; or if any order for relief is entered against GEII under bankruptcy or insolvency laws;

9.3.2 If within thirty (30) days after commencement of any proceedings against GEII seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without GEII's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

9.3.3 If GEII commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by the Customer, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the Customer, fails to commence a and diligently pursue an effective cure within such thirty (30) day period and to provide reasonable evidence to Customer of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach; and

9.3.4 If GEII exceeds the ten (10) day cap as described in Article 8.0 of Attachment 2 and fails to reasonably cure such breach within two (2) days of notice from the Customer which notice may be given at any time after GEII exceeds the ten (10) days but such . notice of termination shall not be valid or enforceable if received after the Covered Unit is returned to In-Service.

9.4 Termination For Cause by GEII - Upon written notice, GEII may terminate this Agreement upon the occurrence of any of the following:

9.4.1 In the event that Customer: ceases doing business as a going concern; makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due; is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition,

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readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding; consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties; if it or its shareholders take any action looking to its dissolution or liquidation; or if any order for relief is entered against Customer under bankruptcy or insolvency laws;

9.4.2 If within thirty (30) days after commencement of any proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without Customer's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated; and

9.4.3 If Customer commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by GEII, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the GEII, fails to commence and diligently pursue an effective cure within such thirty (30) day period and to provide reasonable evidence of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach.

9.5. Termination for Cause Remedies. In the event of termination under Section 9.3 (exception for 9.3.4 which shall be governed by Section 8.3 of Attachment 2) or Section 9.4, above, the Non-Defaulting Party may, in addition to terminating this Agreement, pursue any remedies available at law or in equity resulting from such termination.

9.6. Termination for Economic Conditions. In the event that the actual annual average number of Factored Starts on both Covered Units for any two consecutive Agreement Years is less than 20 per Agreement Year and Customer elects to discontinue operation, and actually has shut down both of the Covered Units for a continuous period of 365 days for reasons beyond Customer's reasonable control, then Customer shall have the right to terminate this Agreement upon 90 days written notification to GEII and a "Termination Adjustment Payment" shall be made as specified below no later than thirty (30) days after GEII has provided sufficient documentation for the calculation of the Termination Adjustment Payment. The Termination Adjustment Payment shall be the difference between (i) all Contract Fees paid by Customer to GEII under this Agreement plus all amounts paid to GEII under this Agreement for Extra Work ("Total Payments") and (ii) the price for all Parts and Maintenance Services provided and performed by GEII under this Agreement calculated at the time and material rates as described in Attachment 4, "Pricing", Section 1.3.2 ("Value of Services Performed"). In the event that Value of Services Performed exceeds Total Payments, then Customer shall pay to GEII the amount of such difference; if Total Payments exceeds Value of Services Performed, GEII shall reimburse Customer in the amount of such difference.

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10.0 **TITLE**

10.1 Title to Parts In accordance with and subject to Article 4 in Attachment 5, GEII hereby warrants to Customer full and unrestricted title to the Maintenance Services and Parts furnished by GEII to Customer under this Agreement free and clear of any and all charges, liens, burdens, restrictions, reservations, security interests and encumbrances of any kind and nature. Title to Parts to be shipped from within the United States shall pass to Customer when available for shipment from GEII's factory or other point of shipment (including all equipment or materials from GEII's subcontractors and suppliers which are delivered directly to the Facility or Customer's Polk Power Station, as described below, from their respective factories). Title to Parts shipped from a country other than the United States shall pass to Customer at the port of export immediately after such Parts have been cleared for export. If any Parts are shipped into storage under Section 11.1, includi_ng storage at the facility where manufactured, title shall thereupon pass to Customer if it had not already passed. GEII shall retain risk of loss for all Parts shipped under this Agreement until such Parts are delivered to the Facility, or Customer's Bayside Power Station, as directed by the Customer.

10.2 Title to repair and field services - will pass to Customer as said services are performed.

10.3 Title and Risk of Loss for Parts Removed from Covered Units – Except as otherwise stated in Section 10.6 of this Attachment 5, title, right of possession and risk of loss to all parts (including Initial Spare Parts) removed from a Covered Unit by GEII as part of GEII's scope of services hereunder shall pass from Customer to GEII upon removal of such parts from a Covered Unit. Customer warrants good title to such removed parts. Title, right of possession and risk of loss to all such refurbished or replacement parts shall pass from GEII to Customer upon delivery to the Facility.

10.4 Risk of Loss for Parts Transported Between Customer Facilities - If it becomes necessary to transport Parts between Customer's facilities, Customer shall bear the expense of moving Parts between Customer's facilities, and shall bear the risk of loss. In the event the Parts are damaged during transportation between Customer's facilities and such damage results in delaying GEII's ability to perform Planned Maintenance or Unplanned Maintenance under this Agreement, any liquidated damages owed to Customer under Attachment 2, Section 8.0 shall be equitably adjusted.

10.5 Title to Hot Gas Path Parts – In the event the Bayside CSA is in full force and effect at the date of the completion of the final Hot Gas Path Inspection performed during the term of this Agreement, with regard to all Parts removed from the Covered Unit during such final Hot Gas Path Inspection, title shall remain with Customer at all times and GEII shall remove such Parts and repair or refurbish such Parts and deliver said used Parts to Customer's warehouse at the Facility in their refurbished condition. GEII shall

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bear the risk of loss relating to such Parts upon the removal from the Covered Unit, and continuing until delivery to the Facility.

10.6 Title to Additional Parts - In the event Customer purchases Additional Parts as provided for in Attachment 2, Section 5.5, title to such Additional Parts shall remain with Customer at all times.

11.0 SHIPMENT

If the Customer is unable, through no fault of GEII under this Agreement, to accept shipment in accordance with the then current schedule of the Agreement, on the date when GEII is prepared to make such shipment, GEII shall have the right to deliver into storage all goods held as a result of the Customer's said inability and all reasonable expenses of storage and reshipment (to the extent previously shipped and returned for placement into storage) shall be to the Customer's account and paid to GEII by Customer within thirty (30) days of GEII's invoice(s). In the event Customer's inability to accept shipment is caused by GEII's failure hereunder including, but not limited to GEII's failure to conform to the then-current schedule, all such costs shall be to GEII's account. In either event, the Parties agree to work together in the scheduling of any subsequent shipment of such goods so as to minimize storage costs to Customer.

12.0 CUSTOMER'S INSPECTION

Upon advance notice, employees of Customer, and/or representatives of Customer (including Customer's insurance adjuster or its designee(s)) approved by GEII (approval not to be unreasonably withheld or delayed) and, where applicable, its Parent Company (which approval shall not be unreasonably withheld provided that they are not agents or employees of competitors of GEII or its Parent Company), shall be admitted at reasonable times to the manufacturing facilities of GEII or its Parent Company and their suppliers' facilities, subject to the policies and procedures of such manufacturing facilities and suppliers' facilities, on a reasonable basis and upon advance notification for the purpose of witnessing inspection of the Parts to be furnished or in the process of refurbishment and determining status of production. Such access shall be limited to areas directly concerned with Customer's Parts and shall not include restricted areas where developmental work or work of a proprietary nature is being conducted. However, neither completion of production work nor shipment shall be unreasonably delayed to accommodate the inspector. GEII shall provide reasonable advance coordination with Customer so as to facilitate scheduling of such Customer inspections.

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13.0 **COMPLIANCE WITH LAWS**

The Parties' performance hereunder shall comply with all applicable federal, state and local laws, rules and regulations. The Price set forth in this Agreement, however, is based upon the design, manufacture and delivery by GEII or its Parent Company pursuant to their design criteria, manufacturing processes and procedures and quality assurance programs and applicable laws, rules and regulations, all in effect on the Contract Effective Date of this Agreement.

Therefore, in the event that changes in any applicable federal, state or local laws, rules or regulations occurring after the Contract Effective Date of this Agreement require any changes in the performance of GEII or its Parent Company including, but not limited to, design criteria, manufacturing processes and procedures or quality assurance program, the Contract Fee will be adjusted equitably to reflect the change subject to the mutual agreement of the Parties. Any other provisions, including but not limited to schedule, which are affected by such change will be equitably modified as appropriate. If the change is not possible, GEII will so notify the Customer and the Customer may terminate the Agreement in accordance with Section 9.1 herein (as if an Excusable Delay had continued for more than one hundred-eighty (180) days for purposes of Section 9.1), or direct completion without change and assume responsibility for obtaining any necessary waivers.

Notwithstanding the foregoing paragraphs, no modification in the Contract Fee or the pricing as set forth in Attachment 4 for Extra Work will be made as a result of any general change in the manufacturing facilities of GEII or its Parent Company or suppliers, resulting from the imposition of any requirements by any federal, state or local government activity.

14.0 **SITE CONDITIONS**

14.1 Each Party assumes that any information furnished by the other Party relating to conditions at the Site or the Facility is accurate and complete and is relying on such information. To the extent GEII obtains actual knowledge of any conditions at the Facility or the Site additional to or different from those normally expected or indicated in Customer-furnished information, or that are previously unknown physical conditions at the Facility or the Site, GEII shall promptly notify the Customer prior to proceeding. If such conditions cause a increase in GEII's cost of, or the time required for, performance of any part of the work under this Agreement, and provided that GEII was unaware of said conditions when the work was priced, an equitable adjustment shall be made, including without limitation an adjustment of price and/or schedule subject to the mutual agreement of the Parties.

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14.2 If GEII encounters on the Facility or the Site, asbestos, toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute or ordinance or regulations issued thereunder), collectively referred to in this Article as hazardous substances ("Hazardous Substances"), that are pre-existing on the Facility or Site, which require special handling and/or disposal, or such substances are introduced to the Site by Customer or others, the Customer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Agreement may safely proceed. If any such Hazardous Substances cause an increase in GEII's cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Price, or schedule or both, as appropriate. Customer agrees to properly dispose of all Hazardous Substances produced or generated in the course of GEII's work at Facility. Customer shall indemnify GEII for any and all claims, damages, losses, causes of action, demands, judgments, and expenses, including without limitation attorneys' and consultants' fees and expenses to the extent arising out of or relating to the presence of any such Hazardous Substances which are: (i) present on the Site prior to the commencement of GEII's work or (ii) improperly handled or disposed of by Customer, or (iii) brought to the Site or produced thereon by parties other than GEII or its subcontractors, performing work under this Agreement, except to the extent that GEII's or its subcontractors' acts or omissions have been negligent or willful with respect thereto and thereby caused a release of pre-existing Hazardous Substances or Hazardous Substances brought onto the Site by others. GEII shall indemnify Customer for any and all claims, damages, losses, causes of action, demands, judgments and expense, including, without limitation, attorneys' and consultants' fees and expenses to the extent arising out of or relating to the negligent release of Hazardous Substances by GEII or its subcontractors performing under this Agreement.

15.0 CHANGES, DELETIONS AND EXTRA WORK

Customer has the right (but not the obligation) to direct GEII to perform, changes, including deletions (except material deletions which materially reduce GEII's workscope in this Agreement) and Extra Work, within the general scope of the goods and services to be performed by GEII under this Agreement, subject to an equitable adjustment of the Contract Fee or schedule and/or obligations, as applicable. Upon submittal of a written request by Customer to GEII to perform Extra Work, or to alter, add to, or deduct from GEII's scope of work hereunder, GEII shall submit to Customer a written estimate of the costs for the Extra Work to be performed or any adjustments to the scope of work, the schedule, the Contract Price, or any adjustments to the warranty or other obligations or other impacts that would result from the change. In the case of emergency work, GEII shall proceed with the Extra Work as directed in writing by the Customer and the cost for such Extra Work shall be at time and material rates as set forth in Attachment 4, otherwise, any difference in the Contract Fee, schedule, rights and/or obligations, including without limitation GEII's warranty obligations, resulting from such technical

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changes must be mutually agreed upon in writing prior to proceeding with the affected part of the work. Any applicable price adjustment for any such change shall be determined in one or more of the following ways: (1) by mutually agreed upon firm lump sum price, or (2) by unit Price as specified in this Agreement or otherwise agreed upon in writing, or (3) at time and material rates as set forth in Section 1.3.2 of Attachment 4 of this Agreement, or (4) such other basis as the Parties mutually agree upon in writing. All changes and Extra Work shall be performed and paid for or credited, as applicable, pursuant to the terms of this Agreement. Any changes not authorized by Customer as provided in Section 1.3.3 of Attachment 4 and Article 15.0 of Attachment 5 shall be at GEII's expense.

16.0 NUCLEAR APPLICATION

The Parts and services, including incidental materials and components repaired by GEII, furnished under this Agreement are not intended for use, and shall not be used, in connection with nuclear installations or applications using steam from a nuclear source of steam supply. Customer warrants that it shall not use such goods and services for such nuclear applications or activity, or permit others to do so, unless such use is specifically agreed upon in advance and in writing by GEII or its Parent Company. If any such use occurs without such consent of GEII or its Parent Company, GEII disclaims all liability and responsibility of any kind, whether arising as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise for any nuclear or other damage, injury, or contamination, arising out of or related to such use, and Customer shall indemnify GEII against any such liability and responsibility.

17.0 LIMITATIONS OF LIABILITY

17.1 GEII's Limitation of Liability. GEII's liability on all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages (excluding claims made by third parties for which indemnity is provided under Article 20) arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any materials, parts or services covered by or furnished under the Agreement or any extension of expansion thereof ("Claims"), shall in no case exceed $3,000,000 during each Agreement Year.

The aggregate, cumulative liability of GEII under this paragraph 17.1 shall not exceed $16,500,000 plus the amount paid by Customer for Extra Work on the Covered Units. The limitation of liability provided in this paragraph 17.1 shall apply to all Maintenance Services and Parts performed or provided by GEII under this Agreement, except for Extra Work that is not performed or provided on the Covered Units, which shall be mutually

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agreed to by the Parties, but shall in no case exceed the total amount required to be paid by Customer for such Extra Work.

All GEII liability shall terminate no later than four (4) years following the termination or expiration of this Agreement. However, such four (4) year period shall not operate to extinguish such detailed written claims of Customer, which have been made prior to the expiration of the applicable warranty period.

17.2 Consequential Damages. In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party or their respective employees, suppliers, or subcontractors, be liable for special, incidental, punitive, indirect, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, downtime costs, or claims of customers of the other Party for such damages, except that in no event shall any payments made by Customer under this Agreement constitute special, incidental, punitive, indirect, exemplary or consequential damages ("Consequential Damages").

17.3 Other Exclusions. In no event shall GEII be liable under this Agreement for any loss or damage: (1) arising from its failure to discover or repair latent defects or defects inherent in the design of Customer's equipment that are not part of the Covered Unit (or equipment pursuant to which Extra Work is performed) under this Agreement, or (2) caused by the use of goods or performance of services against the advice of GEII. If GEII furnishes Customer with advice concerning any products or systems which are not part of the Covered Unit (or products or systems that are not the subject of Extra Work) and such advice does not relate to Maintenance Services and Parts provided under this Agreement (including Extra Work performed hereunder), the furnishing of such advice or assistance will not subject GEII to any liability hereunder whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Nothing in this section 17.3 shall effect Customer's rights under any other agreement with GEII or its affiliates.

17.4 Escalation. For the avoidance of any doubt, the liability limits set forth in this Article 17 are subject to the escalation provisions set forth in Article 2 of Attachment 4.

18.0 AGREEMENT

The Agreement consists of the "Contractual Services Agreement" and the attachments identified in this Contractual Services Agreement, including these Terms and Conditions. In the event of any conflict between provisions in these Terms and Conditions and the other parts of this Agreement, these Service Agreement Terms and Conditions shall take precedence.

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19.0 NOTICES

19.1 All notices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal-in-hand delivery, sent by facsimile transmission, sent by prepaid certified mail return receipt requested, or sent prepaid by recognized overnight delivery service (such as Federal Express), delivered or addressed to the Notice Address and contact person set forth in this Agreement.

19.2 Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of facsimile transmission, on the date shown on the return receipt in the case of mailing, or on the date of delivery in the case of overnight delivery service. Either Party may modify its contact person and/or Notice Address by advance notice to the other Party.

20.0 INDEMNITY AND DEFENSE OBLIGATIONS

20.1 Mutual Indemnity. GEII agrees to indemnify and hold harmless Customer, including Customer's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of GEII, its subcontractors, affiliates and their employees, in the performance of this Agreement. Customer shall likewise indemnify and hold harmless GEII, including GEII's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Customer, and the persons employed or utilized by Customer (excluding GEII, its affiliates and subcontractors), in the performance of this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Customer and GEII, the loss or expense shall be borne by each Party in proportion to its degree of negligence, recklessness or intentional wrongful misconduct. For purposes of GEII's indemnity responsibility under this Section 20.1, no portion of the Covered Unit(s), Facility or the Site is considered third party property.

20.2 Third-Party Damages. For purposes of this Article 20, the term "liabilities, damages, losses and costs" shall mean any and all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, resulting from or by reason of any damage to property of third parties or personal injury, including death, of persons, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise.

20.3 Counsel Approval and Cost. In addition to their indemnification obligations set forth in Section 20.1, above, each Party agrees to also undertake, at its own expense and with counsel reasonably satisfactory to the other Party, the defense of any claim or action

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for which and to the extent such Party is required to indemnify the other Party under Section 20.1, above.

20.4 Exclusion from Liability Limits. Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of these Terms and Conditions shall not apply to claims arising under this Article 20, INDEMNITY. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, above, all liability of GEII for such claims under Article 20 shall expire on the later of (i) four (4) years after the expiration or termination of this Agreement or (ii) the expiration of the statute of limitations applicable to such claim, unless a claim is made within the statute of limitations and GEII receives notice of such claim no later than thirty (30) days after the claim is made.

21.0 INSURANCE

21.1 GEII will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to GEII's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) General/Public Liability insurance in an occurrence form for GEII's protection providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages, including coverage for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual liability; (vi) Broad Form Property Damage; (vii) XCU; and (viii) Personal Liability.

c) Automobile Liability Insurance, in a comprehensive form, for GEII's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.2 GEII, and GEII's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by GEII in accordance with Section 21.1 hereof shall not be canceled or changed without thirty days' advance written notice to Customer of such cancellation or change.

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Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, GEII shall deliver to Customer a certificate(s) of insurance evidencing that the insurance required to be maintained by GEII in accordance with Section 21.1 of Attachment 5 is in full force and effect. The certificate(s) shall identify as the certificate holder: Tampa Electric Company, Attention: Tampa Electric Company, Procurement and Real Estate Department, Insurance Coordinator, Post Office Box 111, Tampa, Florida 33601-0111, to which address it shall be mailed or delivered.

21.3 Customer will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to Customer's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) Any all Risk Property and Boiler and Machinery insurance applicable to the Covered Units or the Facility, which policy shall contain, and Customer hereby agrees to obtain from the insurer, a waiver of subrogation in favor of GEII, its subsidiaries and affiliates, performing under this Agreement.

c) General/Public Liability insurance in an occurrence form for Customer's protection, providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages including coverages for: (i) Commercial Form; and (ii) Premises/Operations; and (iii) Products/Completed Operations; and (iv) Independent Contractors; and (v) Blanket Contractual Insurance; and (vi) XCU; and (viii) Personal Liability.

d) Automobile Liability Insurance, in a comprehensive form, for Customer's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.4 Customer, and Customer's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by Customer in accordance with Section 21.3 shall not be canceled or changed without thirty days' advance written notice to GEII of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, Customer shall deliver to GEII a certificate(s) of insurance evidencing that the insurance required to be maintained by

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Customer in accordance with Section 21.3 (b) of this Agreement is in full force and effect. The certificates shall identify as the certificate holder: General Electric International, Inc., Attention: General Manager, Contractual Services, 4200 Wildwood Pkwy. MS 13-08-1B-02, Atlanta, GA 30339, Phone (770)-859-7793, Fax (678)-844-5312, to which address it shall be mailed or delivered.

22.0 PROPRIETARY INFORMATION

22.1 Disclosure Restrictions for Proprietary Information. Any data or other information of a proprietary nature (hereinafter "Proprietary Information") which is supplied by GEII to the Customer and clearly marked "Proprietary", in connection with this Agreement, shall be used by the Customer only for the purpose for which such Proprietary Information was supplied to it, and the Customer shall hold such Proprietary Information in confidence; provided, however, Customer may, as necessary, disclose Proprietary Information (other than a copy, draft or amendment of this Agreement or any pricing, compensation and commercial terms contained in such Proprietary Information) to third parties, who are not competitors of GEII, retained by Customer to assist in engineering, construction, maintenance or repair of the Facility or to provide goods or services necessary for operation of the Covered Units and/or technical support of the Maintenance Services performed under this Agreement; provided, further, that, prior to such disclosure, such third parties enter into a written confidentiality agreement with Customer agreeing to treat such Proprietary Information they receive as confidential and proprietary on terms substantially similar to the terms and conditions set forth in this Article 22. "Competitor of GEII" shall mean any person or entity which (i) is engaged in the manufacture or sale of parts, components or equipment similar to or of a type manufactured or sold by General Electric Company and its subsidiaries and affiliates (including, without limitation, gas turbines, steam turbines or generators, or parts for gas turbines, steam turbines or generators), or (ii) is engaged in the provision of services similar to any services to be provided by GEII under this Agreement, or (iii) is an affiliate or subsidiary of a person or entity engaged in any of the activity described in (i) or (ii) above. Notwithstanding the above, Customer may disclose the terms of this Agreement and copies thereof to its auditors as well as its outside legal counsel (each such auditor and outside legal counsel of Customer is referred to herein as "Advisor"), provided that such Advisor has entered into a written agreement with Customer (which may be in the form of Customer's engagement letter) requiring such Advisor to keep information disclosed by Customer confidential, and Customer agrees to indemnify and hold GEII harmless from any damage, loss, cost or liability (including, without limitation, reasonable legal fees and the cost of enforcing this indemnity) to the extent arising out of or resulting from any unauthorized disclosure by an Advisor of any Proprietary Information disclosed to such Advisor by Customer unless otherwise authorized by GEII.

Notwithstanding anything to the contrary contained in this Agreement, GEII acknowledges and agrees that Customer may, from time to time, disclose to its insurers

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the terms of this Agreement and copies thereof as well as copies of other Proprietary Information solely in connection with its insurance of, and/or property damage relating to, the Covered Units; provided that such disclosures may be made by Customer subject to Customer providing prior written notice to GEII that Customer has entered into a written confidentiality agreement with such insurance companies binding such parties to treat this Agreement and any other Proprietary Information provided by Customer and GEII under this Agreement as confidential and consistent with the terms set forth under this Section 22 and which names GEII as an express third party beneficiary thereto, and provided further that Customer has fully redacted any and all pricing information with the exception of Attachment 4, Section 1.3.1 and 1.3.2 of this Agreement (or such information as the Parties may otherwise mutually agree) contained in any Proprietary Information, including this Agreement, which Customer provides to such insurers. The title to any Proprietary Information supplied by GEII to the Customer shall remain in GEII and no license beyond the limited right of use of such information set forth above shall be deemed granted to the Customer with respect to such Proprietary Information. Customer and GEII agree that general arrangement type drawings will not be considered or marked "Proprietary".

22.2 Permitted Disclosure. Notwithstanding the foregoing restrictions, Customer shall have the right to disclose Proprietary Information furnished hereunder to any regulatory authority, administrative hearing officers or equivalents or courts of competent jurisdiction ("Authority") to the extent required by such Authority. Except as required by securities laws, should Customer undertake to disclose Proprietary Information in accordance with this Section 22.2, Customer agrees to give GEII advance written notice of such undertaking so that GEII may seek (at its discretion) an appropriate protective order or by such other means to secure confidential treatment of such Proprietary Information by the Authority. Where GEII seeks an order, Customer agrees to provide such cooperation as GEII shall reasonably request in securing such confidential treatment from the Authority (it being agreed that GEII will reimburse the Customer for reasonable demonstrated expenses in connection with providing such cooperation).

22.3 Proprietary Information Exclusions. The term "Proprietary Information" does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by the Party receiving information (the "Receiving Party") from the other Party (the "Disclosing Party") or its representatives in violation of the terms hereof, (ii) is or becomes available to the Receiving Party or any of its representatives on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known by the Receiving Party or such representative, after due inquiry of such source, to be bound by a legal, fiduciary or contractual obligation of confidentiality or secrecy to the Disclosing Party or its representatives with respect thereto, or (iii) has been or is subsequently independently conceived by the Receiving Party or any of its representatives without use of or reference to confidential information provided hereunder. Neither Customer nor GEII shall release any material

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information pertaining to this Agreement or use the name of the Customer and GEII on any public releases without prior written consent of the Customer and GEII.

22.4 Expiration of Proprietary Information Obligations. The confidentiality obligations set forth in Sections 22.1, 22.2 and 22.3 with respect to an item of Proprietary Information shall expire upon the later of the date that is (a) two (2) years following expiration or earlier termination of this Agreement or (b) four (4) years from the disclosure of such item of Proprietary Information.

23.0 OPERATING RECORDS

Customer shall maintain comprehensive records concerning operation of the Covered Units and Facility and the performance of all maintenance undertaken by the Customer consistent with Prudent Electrical Practices. Such records shall include, without limitation, a detailed and timely operating log, logs and printouts of and from the control system(s) of the Covered Unit and Facility, and documentation of all Routine Maintenance, and other maintenance, performed by Customer or Customer's other contractors. Upon request by GEII, Customer shall provide GEII with access to review and/or copy such records. GEII shall provide to Customer complete and accurate reports describing Maintenance Services performed by GEII upon the Covered Units.

24.0 DISPUTE RESOLUTION

24.1 Any controversy, dispute or claim between GEII and Customer, that cannot be resolved informally shall initially be referred, on five (5) days written notice, to a meeting between GEII's Assigned Technical Advisor and a representative of Customer.

24.2 If the matter is not resolved at the meeting referred to above or, if such meeting does not occur, either party may, within ten (10) business days after the date of such written notice, present the matter to the management of GEII and Customer for resolution. To this end, GEII agrees that the General Manager of Contractual Services, or a representative thereof fully authorized to resolve the dispute, will meet with a corporate officer of the Customer or a representative thereof fully authorized to resolve the dispute, within seven (7) business days following presentation of the matter to them.

24.3 If the matter is not resolved within twenty (20) business days after the meeting held pursuant to the provisions of Section 24.2 above, or if such meeting is not held within thirty (30) days of the written notice in Section 24.1, either Party is then free to pursue

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whatever legal remedies it may have. Any legal proceedings shall be venued in U.S. Federal or State courts located in the State of Florida.

25.0 **GENERAL**

25.1 Assignment - Any assignment or attempted assignment of any rights or duties under this Agreement, by either Party, without the prior written consent of the other Party, shall be void. Notwithstanding the above, in the event that either Party seeks to assign its rights and/or obligations under the Agreement, either Party may condition its consent to such assignment upon receipt of financial information relating to such potential assignee and delivery of credit support (*e.g.* corporate guaranty or letter of credit) satisfactory to the other Party.

25.2 Facility Ownership. The provisions of this Agreement are for the benefit of the Parties hereto and not for any other party or person, except as specifically provided herein. Customer represents that it is the sole owner of the Site, Facility or Facilities and the Covered Units for which the Parts and Maintenance Services are to be provided hereunder.

25.3 [Reserved]

25.4 Waiver - Waiver by either Party, on any one or more occasion(s), of any right under this Agreement shall not be deemed a waiver of such right for any other or future occasion, or waiver of any other rights hereunder.

25.5 Entire Agreement - This Agreement contains the entire and only agreement between the Parties respecting Maintenance Services and Parts for the Covered Units, and supersedes all prior and contemporaneous agreements, understandings, offers and statements. No oral or written statement, representation, warranty, course of dealing or trade usage not specifically contained or referenced in this Agreement will be binding on either Party.

25.6 Severability - Invalidity, in whole or in part, of any of the articles or sections set forth in this Agreement will not affect the remainder of such article or section or any other article or section of this Agreement. If a Party's obligations under Article 20, INDEMNIFICATION AND DEFENSE OBLIGATIONS, hereunder are for any reason and to any extent found to be unenforceable under applicable law, the Parties shall continue to be obligated to indemnify, hold harmless and defend the other Party (including the other Party's officers and employees) from liabilities, damages, losses and costs (as such terms are defined in Section 20.2, above), including but not limited to reasonable attorneys' fees, to the fullest extent permitted under applicable law; provided that such obligation of the Parties shall in no event exceed the obligations set forth in Article 20 hereof.

25.7 Remedies - Except for any remedy that is expressly stated herein to be the sole and exclusive remedy (or words of like import) available to a Party for a specific failure to

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perform hereunder, which remedy shall be the sole and exclusive remedy available to a Party for such failure to perform, all other remedies under this Agreement shall be cumulative and in addition to every other remedy available under this Agreement or at law or in equity and may be exercised concurrently or separately, and the exercise of any one such remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.8 GEII Accounting - During the period of this Agreement and in connection with charges under this Agreement for changes or Extra Work performed on a time and material rates basis or for any claim whatsoever for additional costs based on GEII's actual costs (but not lump sum changes accepted by Customer by Change Order), GEII shall maintain a set of accounts and records including all financial documents, correspondence, data, files, record layouts and codes, and any other financial evidence which shows and supports the aforesaid charges. The system of accounts to be used by GEII shall be in accordance with generally accepted accounting principles. GEII shall preserve these records for a period of three years after final payment pursuant to this Agreement. Customer shall have the right to review such accounts and records at all reasonable times after having first given its notice to do so.

25.9 Headings - Except for the Definitions, article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

25.10 Amendments - No modification, amendment, rescission, waiver, or other change of this Agreement will be binding on either Party unless agreed to by the Parties in writing.

25.11 Independent Contractor - In performing this Agreement, GEII shall be an independent contractor of the Customer. Nothing herein is intended to create a partnership or joint venture between the Parties or to otherwise alter GEII's independent contractor status.

25.12 Governing Law - The validity, performance and all matters relating to the interpretation and effect of this Agreement with respect to mechanics liens, real estate, indemnity, payment, termination, warranty and performance guarantees, shall be governed by the laws of the State of Florida. All other matters, including but not limited to limitation of actions, shall be governed by the laws of the State of New York. It is the intention of Customer and GEII to contractually shorten the Statute of Limitation applicable to issues arising under this Agreement.

25.13 Survival - Subject to the liability time limitations contained herein, the provisions entitled "Pricing" (Attachment 4), "Warranty" (Article 4), "Patents" (Article 5), "Sales and Similar Taxes" (Article 8), "Termination" (Article 9), "Limitations of Liability" (Article 17), "Site Conditions" (Article 14), "Nuclear Application" (Article 16), "Notices" (Article 19), Indemnity (Article 20), "Insurance" (Article 21), "Proprietary Information"(Article 22), "Dispute Resolution" (Article 24), and "General" (Article 25) ", as applicable, shall survive termination, expiration or cancellation of this Agreement.

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26.0 PROPERTY DAMAGE TO CUSTOMER'S OTHER PROPERTY) WAIVER AND INDEMNITY

Except to the extent GEII has responsibility under Article 4.0, "Warranty", or an obligation under Section 1.3.1(2)-(3) of Attachment 4 (Unplanned Maintenance), Customer waives rights of recovery against GEII, whether Customer's claim is brought under breach of contract, warranty, indemnity, tort (including negligence), strict liability or otherwise, for loss or damage to the property of Customer located at the Facility and the Site. However, notwithstanding the foregoing, to the extent that the loss of or damage to such property of the Customer other than the Covered Units and any other gas or steam turbine located at the Facility and Site ("Customer's Other Property") is directly caused by the negligence of GEII, GEII shall be responsible for such direct damages up to the lesser of (i) the cost of repair or replacement of such damaged Customer's Other Property, (ii) Customer's self-insurance retention deductible under its insurance maintained as specified in Section 21.3 for loss of or damage to Customer's Other Property, or (iii) Five Hundred Thousand Dollars per event. GEII's responsibilities hereunder for damage to Customer's Other Property other than the Covered Units shall not exceed One Million Five Hundred Thousand Dollars ($1,500,000) in any Agreement Year (including each twelve (12) month period during the four (4) year period following the earlier expiration or termination of this Agreement), which amount shall be pro rated for partial Agreement Years or twelve (12) month periods, as applicable. This Article 26.0 shall not apply to Customer's property to the extent GEII has risk of loss with respect thereto under Article 10, TITLE, above. This Article 26.0 and Attachment 4, Section 1.3.1(2)-(3), as applicable, set forth GEII's sole and exclusive liability and Customer's sole and exclusive remedies for loss or damage to Customer's property at the Facility and Site arising from GEII's negligence.

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ATTACHMENT 6

SITE AND SAFETY REQUIREMENTS

These requirements are

subject to the provisions of Attachment 5.

SAFETY ENVIRONMENTAL & SITE REQUIREMENTS

NOTE: THE WORD "COMPANY" AS USED HEREIN IS SYNONYMOUS WITH "CUSTOMER" OR "TAMPA ELECTRIC COMPANY" OR "OWNER". THE WORD "CONTRACTOR" AS USED HEREIN IS SYNONYMOUS WITH "GEII". THE CAPITALIZED FORMS OF THE WORD "SUBCONTRACTOR" AS USED HEREIN REFER TO A SUBCONTRACTOR(S) OR AFFILIATE OF GEII PERFORMING GEII'S OBLIGATIONS UNDER THIS AGREEMENT. THE WORD "CONTRACT" IS SYNONYMOUS WITH THE "AGREEMENT".

1. SAFETY PROGRAM

The Contractor shall provide its draft safety program for review by Company's representative as soon as possible, but not exceeding thirty (30) days, after the Contract Effective Date. Company acknowledges that the Contractor's draft safety program will not include details specific to a particular work activity in this Agreement. Submittal of Contractor's program, and its review by Company, in no way relieves the Contractor of its responsibility or liability with regard to initiating, maintaining, and supervising all aspects of its work, inclusive of Customer's Site rules and safety requirements specifically applicable to the Contractor and its subcontractors of every tier.

Tampa Electric Company will provide to the Contractor, annually, a Contractor Safety Orientation. The Contractor will be responsible to ensure that this orientation is provided to all employees prior to performing work on the Site by a designated Trainer. The Trainer becomes designated by attending a one-time Contractor Safety Orientation Train-the-Trainer class. Once a designated Trainer, that person maintains his/her designation by annually reviewing the Contractor Safety Orientation materials. This orientation is intended to provide all personnel with a general overview of the Site work rules, safety hazards, description of the process and the emergency plan and alarm system. This orientation is in addition to, rather than in lieu of, the required Contractor safety program.

The Contractor's written Safety Program shall, as a minimum, address the following areas:

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1.1 The Contractor shall designate the individual or individuals responsible for implementation of its Safety Program and those responsible for the development and enforcement of safety policies and procedures to include the following, at a minimum: indoctrination of new employees; Site inspection responsibilities; the conduction of Contractor's weekly safety meetings; documentation of training; Confined Space Program; Hazardous Communications Program; Hazardous Energy Control Program; and, responsibility for submission of necessary reports related to Site injuries and/or safety.

1.2 Accident Prevention:

1.2.1 The Contractor shall specify the scope of indoctrination for new employees, including the Tampa Electric Contractor Safety Orientation procedures for weekly safety meetings, and the scope and frequency of job Site inspections.

1.2.2 The Contractor shall specify the availability of and enforcement of procedures for use of all necessary and required personal protective equipment (PPE) and/or protective devices to include the following, at a minimum: head protection, eye protection, hand protection, foot protection, hearing protection, respiratory protection, personal fall arrest systems, wet weather gear, fire resistant blankets and/or barriers, and any other devices utilized for the protection of property and each individual employee's health and safety. The Contractor shall be responsible for any appropriate fitness for duty evaluations and/or medical clearances required for its employees for equipment use and/or job requirements as indicated by OSHA Standards, i.e. respiratory clearances, Crane Operator physical evaluations, etc.

1.2.3 The Contractor shall specify the type of instrumentation to be utilized, and provide for its availability, to determine the presence (or concentration/degree, as applicable) of flammable gases, toxic gases, oxygen levels, noise levels, air sampling, and such other instrumentation as may be required to ensure a safe working environment. At a minimum, the Contractor shall be required to provide a 4-gas Air Monitor for use when performing Hot Work and/or Confined Space entries, as defined by OSHA. It shall be the Contractor's responsibility to specify and conduct appropriate testing and air monitoring in connection with any work performed by Contractor's employees or Subcontractors to determine the need for or adequacy of personal protection equipment and/or OSHA compliance for all tasks performed by the Contractor under this Agreement. The Contractor shall be responsible specifying and conducting any medical surveillance required by their employees due to exposures on the Owner's Site.

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1.2.4 Contractor's Safety Program shall cover, in addition to accident and injury prevention procedures, specific procedures for fire protection and prevention of damage to property, as well as such other procedures beyond statutory requirements that may be necessary to conduct the work in a safe manner and provide maximum protection for the health and safety of employees and others.

1.2.5 Contractor's Safety Program shall set forth specific actions that will be taken to require compliance by all Subcontractors (inclusive of lower tier Subcontractors).

2. **ACCIDENT REPORTS**

The Contractor shall promptly report to the Company's representative, in writing within 24 hours, all significant accidents, whether involving personal injury, property damage, or environmental concern arising out of or in connection with the performance of the work, giving full details and statements of witnesses if available and applicable. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to the Company representative and facility manager.

If a claim is made by anyone against the Contractor or any of its subcontractors on account of any accident, damage or injury associated with the work, the Contractor shall promptly report the full details of such claim in writing to Company's representative.

3. **COMPLIANCE WITH LAW**

3.1 The Contractor and Company shall comply, and shall cause its employees and subcontractors of every tier to comply, with all laws, ordinances, rules, regulations, and all lawful orders (collectively "Regulations") of all federal, state and local authorities having jurisdiction over the Site and each applicable portion of the work, including but not limited to, those promulgated to ensure the health, safety, and preservation of persons and property and those pertaining to protection of the environment. All laws and regulations required to be incorporated into contracts such as this are hereby incorporated herein by reference.

3.2 Contractor and Customer, without limitation, expressly agrees to comply, where applicable, with the following Regulations as currently amended, supplemented, or augmented: (a) all "Equal Employment Opportunity" requirements pursuant to Executive Orders 11246, 11375, 11701, 11758, 12138, 12549, and 12608 as supplemented by 41 C.F.R. Part 60, 10 C.F.R. Part 1036 and 32 Fed. Reg. 7439; and (b) the Americans with Disabilities Act of 1990; and, environmental requirements pursuant to Titles 33 & 42 U.S.C. and E.P.A. 40 C.F.R. Part 15 and 48 C.F.R. SS52.223; and, (d) safety and working conditions requirements pursuant to OSHA Regulations (including, but not limited to, 29 CFR 1900-1910.1450; 29 CFR 1917; 29 CFR 1926), the Fair Labor Standards Act (29

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U.S.C. Sec. 201-219), and the Contract Work Hours & Safety Standards Act (40 U.S.C. 327-330) & (29 C.F.R. Part 5).

Failure to specifically Site an applicable law, rule, regulation or order, shall not relieve Contractor or Customer of their obligation to fully comply therewith.

4. **COMPANY'S RULES FOR SAFETY, CONDUCT, AND ENVIRONMENTAL COMPLIANCE**

4.1 The Company's Site Work Rules (Attachment No. 1 hereof), Site Rules of Conduct (Attachment No. 2), and Site Safety Rules (Attachment No. 3), as well as Company's Environmental Compliance Program (Section 5 hereafter), shall be complied with and enforced by the Company, Contractor, Contractor's Subcontractors (and their respective employees) during the performance of the work. These provisions are intended to establish minimum standards of safety, conduct, and environmental protection to be complied with and enforced on the Company's property and shall not preclude the establishment and implementation by the Contractor of additional and more stringent requirements as may be necessary in connection with the Contractor's specific type of work; neither shall the Company's minimum standards relieve, or lessen in any way, the responsibility of the Contractor to establish, implement, monitor, and enforce any rules, procedures, or standards necessary for the prudent, lawful, and safe conduct of the work. In the event that the Contractor's rules, procedures, standards, or needs are found to be in conflict, in any way, with any of the Company's requirements, the Contractor shall promptly notify the Company and a joint resolution of such discrepancy shall be developed.

4.2 Energy Supply Safety Manual, means a Company publication detailing procedural requirements for its employees; and, said manual may be used as a guide for Contractor's personnel.

4.3 Other Safety Procedures

The Contractor agrees to comply with all Site safety procedures including but not limited to: the safety program, Safe Work Practices, Company's Drug Free Workplace program, Hazardous Energy Control Program, Line Break Program, Hot Work Program, Process Safety Management Program, Emergency Response Plan, Facility Response Plan, Confined Space Program or any new or amended procedures that may be implemented from time to time. Such Site safety procedures are in addition to, not in lieu of, Contractor's procedures.

5. **ENVIRONMENTAL COMPLIANCE PROGRAM**

5.1 The Contractor agrees to comply and to cause its employees and subcontractors to comply with all federal, state, and local laws, ordinances, regulations, rules, and

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governmental orders of all public authorities having jurisdiction for protection of the environment and/or existing for protection of persons, property, and natural resources.

5.2 Contractor is advised that Company has developed its own environmental awareness and compliance guidelines for the purposes of training its own employees and to provide guidelines for the procedures, techniques, precautions, and other requirements which shall govern the performance of work on Company's premises, by Company's personnel and separate Contractors, so as to minimize risks to persons, property, and the environment.

To the extent that Company's environmental awareness and compliance guidelines are consistent with all environmental Regulations, Contractor agrees to comply therewith and to cause its employees and subcontractors and others performing any part of the work on behalf of Contractor to comply with same. It is not intended that said Guidelines supersede any portion of Contractor's own program covering environmental risks; neither shall Company's Guidelines supersede, or relieve Contractor of its obligations pursuant to, the aforestated environmental Regulations.

5.3 To the extent set forth herein before, the Contractor acknowledges and agrees to comply with the following specific requirements of Company:

5.3.1 Notifications

In the event of an Environmental Concern ("Environmental Concern"), Contractor shall, prior to proceeding, contact the Company representative; or, for emergencies or in the absence of the normal Company representative, Contractor shall immediately contact the Facility manager ("Facility Manager") at the particular Company Site. For the purposes of this clause, an Environmental Concern shall be deemed to include, but not be limited to, any one or more of the following:

a. Any planned work or undertaking which will involve delivery, handling, movement, use, application, removal, transport, disposal, storage or control of hazard or toxic chemicals or substances as defined by any present of future law or Regulation; or,

b. Any planned work or undertaking which has the potential to result in the exposure of persons or property to hazardous or toxic substances or contamination; or,

c. Any work or undertaking having the potential to expose persons or property to extremes of pressure, temperature, engulfment, loss of atmosphere, unbreathable atmosphere, or corrosive or otherwise hazardous environment; or,

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d. Any work or undertaking having the potential to release hazardous substances, contaminants, or potential pollutants into (or onto) the air, water, public or private lands, waterways, facilities; or, which will otherwise have an adverse effect upon natural flora, fauna, wildlife or the environment.

5.3.2 Contractor shall identify to Tampa Electric Company any potential contaminates or hazardous materials to be introduced, used, generated, stored or handled by Contractor in the work of Contractor prior to bringing or generating any such substance onto Tampa Electric's Site. The Contractor shall provide a Material Safety Data Sheet (MSDS) to Tampa Electric Company for all chemicals brought onto the Site. The Contractor will be required to await approval from the Company, prior to bringing or generating hazardous materials and/or chemicals. Contractor shall place hazardous and non-hazardous wastes in containers provided by Tampa Electric Company and transport to the accumulation areas designated by Tampa Electric Company at the Facility.

5.3.3 GEII will not dispose of any hazardous or toxic substances or wastes.

5.3.4 The Contractor shall, prior to performing work on premises owned or controlled by Company, read and provide signature acknowledgment of the following checklist:

[Note: See following page for Checklist.]

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ENVIRONMENTAL CHECKLIST

Contractor shall return this signed document to the Company representative.

A. Contractor's vehicles and equipment such as pumps, dredges, backhoes, etc. shall be free from leaks of any type including, but not limited to, oil, transmission fluid, radiator coolant, etc. Stationary equipment shall be provided with drip pans large enough to contain all such fluids. If any leaks are observed the Contractor will be required to remove the vehicle or equipment from the Site. Equipment brought onto the Site shall be free of previous contamination from other sites or sources.

B. Contractor shall make every reasonable effort to park vehicles away from drains of any type and shall never park vehicles or equipment closer than 50 feet to the bay.

C. Contractor, when working unavoidably near drains of any type, shall contact the Company's representative and Facility Manager to barricade the drain thus isolating it from potential spills.

D. In the event of a spill of any type, Contractor will stop immediately and contact the Company representative and Facility Manager. It shall be the Contractor's responsibility to contain and prevent spreading of the spill.

E. Contractor is prohibited from bringing any chemicals or products onto the Facility without a Material Safety Data Sheet ("MSDS"). The Company representative and the Facility Manager shall receive a copy of each MSDS for each such chemical or substance at least 5 days prior to its entry upon the Site.

F. Contractor shall provide the Company representative with a list of all chemicals, products, and substances Contractor brought onto the Facility. This list shall also contain the quantity of chemicals, products and substances.

G. Contractor shall provide the Company representative with a list of any unused chemicals, products, materials, and accumulated waste substances remaining at the conclusion of each Maintenance Service performed.

H. Contractor shall retain the sole responsibility for (except Hazardous Substances) handling such chemicals, products, and substances consistent with the "MSDS".

I have read, understand, and agree to comply with the above listed items:

Contractor's Name: _____

By: _____
Title

Date: _____

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5.3.7 **HAZARDOUS MATERIALS AND WASTE**

The following provisions shall apply except as otherwise set forth in Attachment 5, section 14.2, of this Agreement:

Contractor may be required to perform Work at multiple facilities (sites) of Company. Certain of such facilities are classified as large producers of hazardous materials and waste and, therefore, are subject to many EPA and OSHA Regulations. The Contractor and its subcontractors shall be subject to the same Regulations.

Company would appreciate any comments of Contractor relative to improving its Environmental Awareness and Compliance Program.

5.3.8 **RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) TRAINING**

Contractor agrees to comply and to cause its employees and subcontractors to comply with all requirements of the Resource Conservation And Recovery Act ("RCRA") and to ensure the training of its employees and subcontractor personnel to recognize RCRA risks and comply with all environmental Regulations applicable thereto. The Company's RCRA Training Guide (RCRA Training Guide) as set forth in this Section 5.3.8, shall, at a minimum and to the extent consistent with RCRA requirements, be complied with, implemented, and enforced by Contractor and Customer.

The Company's RCRA Training Guide, as set forth in this Section 5.3.8, is applicable for Company's management of its own employees and for wastes generated by its own operations. It shall be the Contractor's obligation to manage its employees and subcontractors and all wastes introduced to the Site or generated by Contractor's activities in a manner consistent with the requirements of Company's guidelines. All obligations normally applicable to Company and its employees under these guidelines shall be deemed to be the obligation of the Contractor and the Company under this Agreement. The Contractor and its employees and subcontractors shall be required to undergo training which, as a minimum, covers the information set forth herein; and, each such trainee shall be required to sign the RCRA Training Attendance Record and return the attendance record to Company's representative. Company's representative will maintain a record of all personnel who have received RCRA Training. Company's training requirements in no way precludes the Contractor from performing any additional training it feels necessary, nor does it take the place of Contractor's program(s) to comply with RCRA or any other environmental Regulations. Company assumes no liability for any Contractor violations or infractions of any environmental Regulations as a result of any information included or omitted from Company's RCRA Training Guide.

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RCRA TRAINING GUIDE

A. **RCRA** stipulates guidelines for identifying which wastes are hazardous wastes and for storage and disposal of hazardous wastes.

B. **RCRA** is an EPA regulation not an OSHA safety regulation.

C. **RCRA** applies to the following hazardous waste streams: Lithium batteries, Mercury, chlorothane or chlorinated solvents, paint waste, and boiler acid cleaning, etc. Other wastes may also be hazardous including used oil contaminated with metals or solvents.

D. Each employee of the Contractor shall notify his/her immediate supervisor of any actual or potential hazardous waste generation. The supervisor shall, in turn, notify Company's representative and the Facility Manager who shall contact such environmental coordinators and others as may be necessary to ensure the proper handling, accumulating, storing and disposing by Company of such hazardous wastes.

E. **Non-Hazardous Waste Oils**

For non-hazardous waste oils and lubricants, Company provides 55 gallon drums at certain locations (sites) at the Facility for waste oil disposal. Waste oil drums shall not be filled more than three inches from the top, thus allowing at least 2% freeboard for expansion. Damaged or manufacturer/vendor type drums (example: Chevron) shall not be used for waste oil disposal. Under no circumstances are waste oil drums to be contaminated with other wastes such as gloves, rags, sta-dri material, trash, slag or hazardous waste (example: chlorothane contaminated oils). Weekly, the waste oil is sampled and analyzed by Company. All non-hazardous on-spec oils are pumped and transported by Company and incinerated. At the station sites, the Company's plant helper crew has an inspection routing to verify that any container of non-hazardous waste is properly stored and classified.

F. **Hazardous Waste Satellite Accumulation Areas**

As part of its hazardous waste management, Company is allowed to maintain several hazardous waste satellite accumulation areas at certain facilities. These sites are located near the workplace where hazardous wastes are being generated by Company. There is no time limit for how long it takes to accumulate a full drum of the waste, but no more than one 55 gallon drum may be accumulated in any one such area. Once the drum is 90% full, the drum must be taken to the hazardous waste storage area by the Company. The accumulation start date, which is the date the drum became full, must be noted on the label. A good

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example of satellite accumulation areas are the 20 gallon containers maintained by Company at certain sites for the accumulation of spent lithium batteries.

G. **Hazardous Waste**

Whenever a drum accumulating a hazardous waste becomes full, the Company must place it in the hazardous waste storage area and attach a dated hazardous waste label. The plant helper crew inspects each container weekly to verify proper storage. The hazardous waste must be picked up within 90 days by a qualified contractor of the Company and transported to an EPA approved disposal facility. A hazardous waste manifest must accompany the shipment. After the shipment is received by the disposal facility, the disposer completes the manifest and returns it to the generator. These manifests are kept on file by the Environmental Coordinator for a three year period. At the end of the year, a hazardous waste annual report is prepared by the Company and sent to the EPA. This report summarizes all the hazardous waste generated during the year.

H. **Contingency Plan and Emergency Procedures**

In the event Contractor or its employees or Subcontractors observe a fire or spill involving hazardous or non-hazardous waste, the person who observes the event is to contact his/her supervisor who shall, in turn, contact Company's Representative and the Facility Manager, who will organize the emergency response team. At the generating stations, the emergency coordinator is the supervisor of plant operations.

I. **Waste Minimization**

Contractor shall assist with waste minimization by cooperating with the following:

A. Segregation of hazardous and non-hazardous waste to reduce the volume of hazardous waste.
B. Substituting materials/solvents where reasonable so that the wastes generated are non-hazardous.
C. Tight controls of the usage of materials/solvents which will generate hazardous waste.
D. The recycling of spent materials.

Chlorothane or chlorinated solvents usage is restricted, and Company has special procedures for handling same. Minimization of hazardous waste must be an integral part of work practices.

To the extent required of GEII under this Agreement, remember to keep your work site **CLEAN**:

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C	-	Closed waste containers
L	-	Label hazardous waste drums
E	-	Examine drums for leaks or spills
A	-	Accumulation start date for hazardous waste
N		Never store hazardous waste greater than 90 days

J. **Documentation of RCRA Training**

Each employee completing RCRA Training shall be required to complete and sign the attached RCRA TRAINING ATTENDANCE RECORD **[inclusive of employees of the Contractor].**

[Note: See next page for Attendance Record Sheet.]

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RCRA TRAINING

Company _____

Date of Training _____

Trainer _____

Title _____

DATE	SIGNATURE	JOB CLASSIFICATION

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5.3.9 **SPILL PREVENTION, CONTROL, AND COUNTERMEASURES (SPCC) PLAN**

To the extent consistent with environmental Regulations, Contractor agrees to comply and to cause its employees and subcontractors to comply with Company's Spill Prevention, Control and Countermeasures Plan (the "SPCC Plan"). Contractor further agrees, as a minimum, to provide training in accordance with Company's SPCC Training Guide (the SPCC Training Guide) as set forth in this Section 5.3.9 hereof, for all such employees assigned to perform work at the Facility.

Compliance by Contractor with Company's SPCC Plan and/or conducting of training in accordance with Company's SPCC Training Guide shall not relieve Contractor of its obligation to provide its own plan and training programs, inclusive of any additional training or requirements necessary in connection with Contractor's specific work; neither shall Contractor be relieved of its obligation to comply with all environmental Regulations.

Company assumes no liability or responsibility for any Contractor violations or infractions of any environmental Regulations as a result of information contained in or omitted from this SPCC Training Guide.

Specific requirements of Company's SPCC Plan and SPCC Training Guide are as follows:

A. In the event that Contractor detects a spill, the person making such discovery shall immediately contact the Company representative and Facility Manager and shall take whatever action is necessary to minimize damage to property, the environment, and natural resources.

B. The SPCC Plan stipulates guidelines by which fuel oil is to be stored, transported, and unloaded.

C. The SPCC Plan Requirements are in response to an EPA Regulation not OSHA (safety) or RCRA (hazardous waste) Regulations; and, it is necessary to comply with the SPCC requirements in addition to such OSHA and RCRA Regulations.

D. **Application**

At the stations, SPCC requirements apply to all of the fuel oil facilities including all above and below ground fuel oil and waste oil storage tanks. There are fourteen fuel tanks that are covered by this SPCC Plan. These tanks are surrounded by dikes for spill

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containment. Drainage from the diked areas is restrained by valves which are kept in the closed position.

E. **Rainfall**

Rainwater which has accumulated inside these diked areas may be discharged but first must be inspected for the presence of oil. If the rainwater is contaminated with oil, the oil must be removed prior to draining.

F. **Inspection**

All tanks, piping, and transfer facilities covered by the SPCC Plan are inspected on a quarterly basis by the Company. Whenever the Company's plant personnel observe a leaking fuel oil tank, pipe, or valve they shall immediately inform the supervisor of plant operations ("SPCC Coordinator").

[NOTE: Contractor personnel shall immediately notify their supervisor who shall immediately notify the Company representative and Facility Manager.]

G. **Unloading Fuel Oil**

A gager will be present during all unloading or transferring operations of the No. 2 Fuel Oil Storage Tanks. All valves which would allow direct outward flow of oil are securely locked in the closed position when not in use.

H. **Pipelines**

Quarterly, pipelines are inspected. When above ground piping is located close to roadways, signs have been placed to warn vehicle operators of their presence.

I. **Records**

All completed inspection forms are maintained by maintenance planning and a copy is to be sent to the stations environmental coordinator. These files are to be maintained for a period of three years.

[NOTE: Contractor's records shall be coordinated through the Company's representative.]

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J. **Security**

All stations are surrounded by a fence and active gates are manned.

K. **Responsibility**

Immediately notify the supervisor of plant operations if an oil spill is observed. The supervisor of plant operations will start and direct cleanup operations. The supervisor of plant operations in turn will notify the environmental coordinator of any oil spill.

[NOTE: Contractor's personnel shall immediately notify the Company's representative and the Facility Manager.]

5.3.10 **WASTE SEGREGATION (FOR ALL FACILITIES)**

Contractor shall comply and cause its employees and subcontractors to comply with the following procedures:

A. **Batteries**

For waste segregation purposes Company has divided batteries into two separate categories; (1) hazardous; and, (2) regulated, but non-hazardous. Hazardous batteries include lithium, mercury, and Ni-Cad rechargeable batteries. Regulated non-hazardous batteries include dry cell, alkaline household type batteries that are used in radios, beepers, flashlights, etc.

(i) **Hazardous Battery Accumulation**

Twenty gallon collection drums have been placed in different locations throughout the Facility for hazardous battery accumulation. Lithium, mercury, and Ni-Cad batteries shall be placed in drums properly labeled for such hazardous materials. Covers must be kept on the drums at all times, thus the drum shall be recovered after disposing of a battery.

(ii) **Non-Hazardous Battery Accumulation**

Twenty gallon collection drums have been placed in different locations throughout the Facility for regulated, non-hazardous battery accumulation. All dead batteries of the non-hazardous type shall be placed in such drums.

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B. **Fluorescent Light Bulbs**

Fluorescent light bulbs are considered a universal regulated waste. Company can no longer dispose of these bulbs via the dumpster. When changing fluorescent light bulbs, the used bulbs shall be placed in the replacement bulb packaging, if available, and shall be dated, marked "dead fluorescent bulbs", and placed in the appropriate disposal location. Incandescent light bulbs are not regulated and may be disposed of via the dumpster.

C. **Yard Waste and Untreated Wood Waste**

Yard waste is defined as vegetative matter resulting from landscape maintenance or land clearing operations. It includes tree and shrub trimmings, grass clippings, palm fronds, trees, etc. Untreated wood waste is any wood or lumber that has not been chemically processed.

For Company's Facility this means no grass, trees, etc., shall be placed in Company dumpsters. With regard to untreated wood waste, large amounts of "pure" wood (wood that has not been painted or chemically treated) shall not be placed in Company dumpsters. The Facility has designated a collection location for these wastes and such wastes shall be taken to the appropriate location for disposal.

D. **Paints and Solvents**

Company is considered a large quantity generator of hazardous waste and therefore must comply with all regulations of the United States Environmental Protection Agency ("EPA") and the Florida Department of Environmental Protection ("DEP"). The Facility has designated collection points for the accumulation of waste paints and solvents. All Hazardous Substances drums must have proper labels, signs, contents noted, and date of accumulation. Company is not licensed or insured to transport hazardous waste; therefore, any paint waste or solvents generated by Company must be retained at the site at which same are generated. Company personnel shall not transport paint or solvents from one site to another for the purpose of being distilled.

E. **Sandblasting Material**

Miscellaneous blasting jobs are conducted inside and outside of the Company Facility. Moveable objects are generally taken to the remote storage/sandblasting facilities, when such work is performed on sites where Company has established such blasting facilities. In addition to

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traditional blasting, bead blasters are located throughout the Facility in different locations.

The major concerns associated with paint blasting are respirable metals released during blasting and disposal of the material. Paint-contaminated blasting material can be classified as hazardous for disposal if it contains quantities of leachable lead, arsenic, cadmium, chromium, mercury, selenium, silver, and/or barium. All blasting material, hazardous and non-hazardous, must be collected and disposed of properly.

F. **Remote Storage and Miscellaneous Small Jobs**

Sandblasting of all reasonably-moveable objects shall occur in the sandblasting area located at each facility. All blasting material must be contained inside the blasting enclosure and must be removed during or at the conclusion of the job.

Blasting material must be placed in a lined dumpster located next to the sandblasting area. When the dumpster is half full the station environmental coordinator shall be notified (Contractor shall notify Company's representative). At that point the dumpster will be closed to personnel. The lined dumpster will be tested by the Company for hazardous characteristics prior to disposal. Testing and disposal will be handled by the Company's station environmental coordinator.

G. **Planned Jobs both Large and Small**

Prior to sandblasting, a determination must be made as to the nature of the product being removed, either through knowledge or testing. If a positive hazard determination is made, lead abatement practices shall be followed and the generated material placed in 55 gallon drums or lined dumpsters, whichever is appropriate.

If the material is non-hazardous, the blasting material still must be collected. For small jobs, the resultant material can be placed in the blasting facility dumpster. For large projects, a lined dumpster shall be brought on-site for storage and disposal.

H. **Unplanned Jobs**

Emergency jobs, for which a hazard determination cannot be made in a timely fashion, must be assumed to be hazardous and full abatement activities implemented. All material must be either drummed or placed in lined dumpsters for storage and disposal. Arrangements for testing and

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disposing of the generated material will be made by the Company's station environmental coordinator.

I. **Bead Blasting**

Bead blasting waste must be collected and placed in the labeled drum staged next to each individual blaster at sites having such facilities. The material shall be characterized and disposed of by the station environmental coordinator.

J. **Internal Boiler Blasting**

Material generated as a result of internal boiler blasting is not paint related and should be considered a segment of the "boiler rubble" waste stream. Procedures for boiler rubble disposal shall be followed.

[Note: The Contractor may use Company's blasting facilities, when available, and subject to Company's priorities. Otherwise, Contractor shall make its own arrangements for the lawful conduct of blasting operations.]

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ATTACHMENT 1 - SITE WORK RULES

Contractor shall comply and shall cause its employees and subcontractors to comply with the following Site Work Rules:

1. Cars shall be parked in the area specified by the Company representative or Facility Manager. Employees shall enter and leave the Site at all times through entry and egress points specified by the Company representative or Facility Manager only and shall proceed directly to the work area by the established route. CONTRACTOR'S PERSONNEL SHALL NOT ENTER OPERATING AREAS EXCEPT AS ASSIGNED TO PERFORM SPECIFIC WORK IN THOSE AREAS.

2. Contractor's employees must show proof of completion of Energy Supply Contractor Safety Orientation and valid state issued photo identification in order to gain entrance onto the Site. Vehicle drivers will be required to show a valid driver's license.

3. Hard hats with distinctive identification as determined by the Company's representative will be required and used by Contractor's employees to identify themselves and employer, and are to be worn at all times while in work areas.

4. The Contractor will be responsible for all of its personnel on-site at all times.

5. All Company property removed from the Site will require a checkout pass, approved in writing by Company's representative. The pass will be surrendered to the guard at the gate or other exit point.

6. All reasonable steps shall be taken to curtail theft and pilferage. Such steps include, but are not limited to, spot checks and random searches of employees' wearing apparel, automobiles that enter or leave the Site, lockers, foot lockers, tool chests, and other enclosures and locations. All containers shall, at the request of Company's representative or security personnel, be opened for inspection upon entering or leaving the Site. Any reasonable method of inspection may be used, including the use of electronic devices. Appropriate disciplinary action against persons who are found to have the property of others in their possession without authorization or under circumstances which could reasonably imply an intent to unlawfully take the property, shall be taken by the Contractor. Employees shall reveal the contents of their garments or other items when requested and shall fall under penalty of removal from the Facility for refusal to comply with any requested inspection.

   All personal tools of the Contractor's employees shall be inventoried at the beginning of the Site employment and shall remain on the Company's Site until the completion of the Outage or work. The tools shall be reinventoried against the original inventory at that time. The Contractor shall be responsible for the inventory, storage, and safekeeping of its employee's tools during the duration of the Outage or work.

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7. There shall be no lunch wagons, canteens, or vending machines (except Company's vending machines) on the Site and employees shall not be permitted to bring food or drink items on the Site for sale to other employees.

8. Good housekeeping is essential to the safe and efficient performance of the work and is the responsibility of the Contractor, subcontractors, and each of their respective employees. Work areas, stairways, walkways, and change rooms shall be kept clean of obstructions, scrap materials, rags, and other debris at all times. All waste materials must be handled and disposed of in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction including, but not limited to, OSHA and EPA approved handling and disposal requirements, where applicable.

9. Each employee shall comply with all applicable provisions of local, state and federal laws and regulations relating to job safety, health, and safe work practices, as well as all Site Safety Rules and Rules of Conduct contained in the Contract, and as may be issued by the Company's representative.

10. All employees shall be required to use appropriate personal protective equipment as required by local, state, and federal safety and health standards or by the Company's Safe Work Practices.

11. Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons, and the property of the Company, the Contractor, and others.

12. First aid facilities are available, at the large generating stations. They are staffed with medical personnel intermittently during the normal day shift. All stations have trained first aid and CPR responders during all shifts with access to the first aid stations and/or supplies. These facilities may be used for the treatment of injuries provided the proper liability release between Company and the Contractor is executed. Contractor shall be responsible for adequate first aid arrangements where the available facilities and/or personnel are not adequate to meet the Contractor's needs. Employees must report all occupational injuries or illnesses suffered on the Site to their respective supervisors who shall report same to the Company's representative.

13. Failure of employees to comply with all laws, regulations, and the Site Safety and Conduct Rules shall be grounds for disciplinary action, including removal of the employees from the Site.

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ATTACHMENT 2 - SITE RULES OF CONDUCT

Prohibited acts or unsatisfactory conduct, occurring on the Site can result in appropriate disciplinary action up to and including removal of the employee from the Site. Examples of inappropriate conduct at the Facility shall include, but are not limited to those listed in this document:

1. Destroying, maliciously abusing, defacing, or removing without permission any property belonging to the Company, Contractor, other employees, or any other person or entity is prohibited.

2. Fighting, wrestling, creating a disturbance, or horseplay are prohibited.

3. Gambling or the possession of gambling paraphernalia is prohibited.

4. Loafing, loitering, roaming, leaving workplace or assigned area without authorization, or sleeping on the job is prohibited.

5. Contractor personnel must enter or leave the Site using designated access gates or other points designated for ingress and egress. All vehicles, lunch boxes, coolers, parcels, tool boxes, and other similar items, containers, or enclosures are subject to search by authorized personnel or security personnel prior to their entering or leaving the Site.

6. Possession on Site, use on Site, or reporting to work on Site under the influence of alcohol, illegal drugs, narcotics, intoxicants, non-prescribed medications, tranquilizers, or pep pills is strictly prohibited. Operating equipment or machinery while taking prescription medication that is designated as not appropriate for use during the operation of machinery or equipment is prohibited.

7. Firearms, explosives, or other dangerous weapons carried by anyone on or about their persons or vehicles while on Facility property is prohibited.

8. Falsely stating or making claims of injury is prohibited.

9. Falsifying any reports or records involving personnel, absence, sickness, termination, production, inventory or cost accounting or otherwise is prohibited.

10. Logging (signing) in or logging out for another person; employee misrepresentation or falsification of name and/or proper identification is prohibited.

11. Sale of food, beverages, merchandise, or other items is prohibited.

12. Distribution or solicitation to sell literature or tickets and taking up of collections is prohibited.

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13. Hunting or fishing and any activities endangering wild life or the environment are prohibited.

14. Contractor personnel are prohibited from entering off-limit or restricted access areas without permission. All personnel are expected to comply with "posted" area safety requirements or informational/warning notices.

15. Unauthorized picture taking is prohibited. All pictures must be provided to the Company representative for review prior to removal from the Site.

16. Setting or maintaining unauthorized fires is prohibited.

17. Contractor personnel must follow established safety regulations, sanitary procedures (use assigned facilities), and rules. Contractor personnel shall not engage in any conduct which tends to create a safety hazard or violates safe work practices.

18. Contractor personnel shall observe established facility speed limits, vehicle access procedures, and parking regulations. The posted speed limit inside the plant process areas is fifteen (15) miles per hour. All drivers must adhere to stop signs at railroad crossings and intersections. Extra caution should be given while entering and leaving the Site.

19. Abusive use of paging systems is prohibited

20. Illegal activities and conduct of a disorderly, obscene, or immoral nature are strictly prohibited.

21. Smoking is not permitted in Facility buildings, including but not limited to enclosed common areas such as elevators, restrooms, assembly room, conference rooms, enclosed shops, or Company vehicles. Additional restrictions may be imposed as determined by the Facility's operating status or locations of fire hazards. Smoking may be only in designated areas, noting that depending on conditions, these areas designation may change.

22. All plant vehicles (cars, trucks, fork lifts, golf carts, etc.) are designated by the manufacturer to safely transport a specific number of occupants. Station policy requires that no more passengers occupy any vehicle than it was designed to transport.

23. Contractor personnel are provided parking facilities. Personal vehicles are to be parked in designated areas only. Tampa Electric Company is not responsible for damage to personal vehicles.

24. Magazines, books, calendars, clothing, conduct, or other items of apornographic, sexual, or offensive nature are prohibited on the Facility. Material of this nature can be considered a form of harassment and will not be tolerated. Examples of conduct, implied indirectly or directed explicitly to anyone include racial slurs, ethnic jokes, suggestive graffiti, displays of the rebel flag, sexually suggestive materials. In the event of any such

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alleged conduct by Contractor's employee or subcontractor's employee, Customer shall notify Contractor and Contractor will take appropriate action. In any event, Customer shall have the right to restrict access to the Facility to anyone Customer deems to have violated its policies.

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ATTACHMENT 3 - SITE SAFETY RULES

The prevention of injuries to anyone working on the Site is our number one priority. Contractor and its employees and subcontractors shall comply with the rules set forth herein.

The safety rules set forth below are, of course, only the most basic requirements. There are innumerable other rules we all must follow based on federal, state, and local regulations as well as those based on accepted construction methods and procedures. A complete listing of Company Safety Requirements can be found in the Energy Supply Safe Work Practices.

We ask your cooperation in our efforts to maintain a safe and injury-free work environment.

1. All injuries, no matter how slight or close calls (near misses), must be reported to the employee's supervisor and Site contract manager, as applicable.

   [NOTE: The Contractor shall, as soon as reasonably possible but not exceeding 24 hours from the time of each accident, provide a copy of each accident report to the Company representative.]

2. ANSI approved hard hats, safety glasses with side-shields, and safety shoes are required to be worn by all persons at all times on plant sites while in the process areas and when performing certain types of Work as required by said Regulations.

3. When working in noisy areas or with noisy equipment where noise levels exceed 8-hour TWA 85dBA or impact levels of 120 dBA or greater, appropriate hearing protectors shall be worn.

4. All persons are required to wear long pants, short or long-sleeved shirts, and other proper protective apparel as required, while in the process areas.

5. Metal ladders shall not be used without Company's authorization. All ladders must be secured to prevent movement. Ladders shall be used according to manufacturer's recommendations and specifications.

6. Personal fall arrest systems shall be used at all times when working at elevations 4 feet or greater, where handrails are not installed in accordance with applicable standards.

7. All electric tools must be kept in good repair and must be either double-insulated or provided with an equipment ground.

8. Work areas must be kept clear of scrap and other material that could cause tripping hazards.

9. Damaged equipment, including, but not limited to: slings, ladders, scaffolds, or extension cords shall be clearly marked, taken out of service, and SHALL NOT BE USED.

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10. All equipment must be kept at safe distances from energized high voltage lines pursuant to OSHA Regulations.

11. Fire blankets or other protection must be used beneath any cutting, welding, or burning operation to prevent slag or sparks from falling below the elevation where the Work is being conducted. Company designated Hot Work Program, including hot work permits shall be required for all hot work.

12. Employees performing as a Fire Watch shall familiarize themselves with the location of fire fighting equipment such as fire extinguishers and hose stations. Any use of a fire extinguisher or other fire fighting equipment must be reported to the Company Representative and Facility Manager, as it would be considered an incident.

13. Employees shall report all hazards which the employee cannot correct to their supervisor or the Company's representative.

14. Employees shall heed to warnings and instructional signs posted throughout the Facility. All employees should be capable of reading and understanding the English language, if not capable, the Contractor shall ensure that interpretation of all signage and instructions are provided.

15. Hazardous Energy Control Procedures must be followed at all times. Absolutely no tampering of Hazardous Energy Control Devices will be tolerated. A violation of the Company's Hazardous Energy Control Program is subject to permanent dismissal from the Company's facility.

16 Confined space entry procedures must be followed. Entry into permit required confined spaces must be done through a Company designated permit system. A violation of the Company's Permit Required Confined Space Program is subject to permanent dismissal from the Company's Facility.

17. Pre-job safety briefings shall be conducted prior to beginning any work task, at least once per shift.

18. Compressed gas cylinders shall be properly handled and stored at all times in accordance with the appropriate regulations and industry guidelines.

19. Employees must not use, move, or otherwise tamper with radioactive devices. These devices are designated with signage. Contractor shall contact the Company representative if work is to be conducted in the proximity (within 12 inches) of these devices.

20. Battery powered radios, pagers, mobile phones, tape recorders, and calculators are prohibited in areas classified as hazardous unless the equipment is approved for use in such hazardous areas by Underwriter's Laboratory (UL) and written permission has been granted by the Company representative.

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ATTACHMENT 8
MONITORING SYSTEM

In order to assist GEII in its performance of this Agreement, GEII may from time to time utilize: (i) a Monitoring System(s) to monitor the Covered Units and other such equipment related to the operation of the Covered Unit, in accordance with the terms of this Attachment.

I. The Monitoring System.

A. Definitions:

"Best Practices" shall mean any information, recommendation(s) and or improvements developed by GEII regarding its Customers' equipment or site processes, systems, and or performance with the objective of providing a benefit.

"GEIS" shall mean GE Energy and Industrial Services, Inc.

"Monitoring System" means a system or systems which may be used from time to time by GEII for monitoring of the Covered Units and other such equipment related to the operation of the Covered Unit, generally consisting of hardware, software, and a connection to a source of technical oversight or review.

"Monitoring System Documentation" means any user manuals or other printed materials necessary to assist with the operation of the Monitoring System as delivered by GEII to Customer.

"Plant Payback™ Optimization Software" shall mean those GEIS owned downloadable software program files capable of running plant optimization models offline.

"Specific Plant EfficiencyMap Configuration Files" also "SPEC Files" shall mean those EfficiencyMap System engineering models that are specific to the plant(s) at each Site.

B. Terms and Conditions applicable to the Monitoring System:

As part of the Monitoring System, GEII or one of its affiliates will, upon consultation with and the approval of the General Manager of the Facility, place On-Site Monitors ("OSM") on, and/or connect the OSM to the Covered Units and other such equipment related to the operation of the Covered Unit. The OSM will be connected to a GE Center (currently Atlanta, Georgia, USA), or to such other monitoring facility as may from time to time be established by GEII or one of its affiliates.

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The OSM consists of the following hardware components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

One Monitoring Computer System, including without limitation CPU, Monitor, and Keyboard.

One network connection per computer system to provide remote access.

The required interconnection devices such as short haul modem pairs, etc.

An external backup device.

Appropriate interface to the turbine control system, the plant Distributed Control System ("DCS"), and to the extent deemed appropriate by GEII, to the vibration measuring equipment.

The OSM also includes the following software components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

The software package and configuration to collect and monitor data from the turbine control system and other specified devices, which may include some or all of the following modules currently designated as the Performance Monitoring and Optimization System, Power Advisor, Trip Wizard, Customer Value Model, Power Sourcing, Plant Payback™, Asset Management, and or other modules developed by GEII (collectively the "GEII Software Package").

In addition, as part of the OSM, GEII or one of its affiliates, may, upon consultation with and the approval of the General Manager of the Facility, install at, and/or connect to the Covered Unit and other such equipment related to the operation of the Covered Unit a performance monitoring system known as EfficiencyMap+™, a component of Enter Efficiency Map software, or an equivalent (the "EfficiencyMap+"). The EfficiencyMap+ consists of the following components and modules, or substitute components and modules, as the same may be updated, modified, omitted, or replaced from time to time:

On-Line Heat Balance (Data Validation) Module.
Performance Module.
Optimizer Module.
One Windows based Computer System (Computer, Monitor, Mouse, Keyboard).
Data Acquisition and Database software and configuration to collect data from the plant turbine control system and the DCS.

C. Use and ownership of information and data collected by the Monitoring System:

Customer shall maintain ownership of the information and data collected by the Monitoring System on the Covered Unit and other such equipment related to the operation of the Covered Unit, and shall have the right to access and view such information and data through an internet web site.

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Customer's access to the Monitoring System information as permitted under the Monitoring Systems Conditions, and to other information from time to time made available, will be through the GEII PowerSmarts™ internet portal as the same is maintained, updated and modified. The PowerSmarts™ internet portal is expected to include, among other features, functionality for the Customer to gain an overview of Best Practices developed by GEII or its affiliates. GEII DOES NOT WARRANT THAT THE MONITORING SYSTEM OR POWERSMARTS™ WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED OR WITHOUT ERROR.

Customer hereby grants to GEII a perpetual, irrevocable, worldwide, royalty free right and license to use information and data collected through the Monitoring System.

Notwithstanding anything in the Agreement to the contrary, GEII shall have the right, in its discretion, to gather, retain, and use performance or operating data and information concerning Parts and Covered Unit ("Operating Data"), so long as GEII does not disclose to any party not a GEII affiliate an identification of the Customer in connection with a particular item of such Operating Data.

GEII shall have no greater or lesser liability than it has under the terms of the Agreement as a result of the application of the Monitoring System to the Covered Unit and other such equipment related to the operation of the Covered Unit provided that nothing in this Attachment 8 shall limit GEII's obligations or Customer's rights under Article 5 of Attachment 5. Further, GEII shall not be responsible, whether in contract, warranty, tort (including negligence), strict liability or otherwise for failing to monitor the Monitoring System or failing to notify Customer of abnormalities.

GEII shall have no liability whatsoever for any action, or inaction, which Customer elects to take or not take as a result of viewing any Operating Data.

D. Provision, use, and ownership of the Monitoring System hardware and software:

Title to the Monitoring System hardware components shall pass to Customer upon installation. Title to the EfficiencyMap+ software and to the GEII Software Package shall remain with GEII or its affiliates, as applicable.

GEII grants to Customer a non-transferable, non-exclusive license, for so long as the OSM remains in use in the Facility during the term of the Agreement, to access and use the Efficiency Map+ software for the Covered Units, and to use the Monitoring System Documentation. GEII does not sell or license the GEII Software Package, and does not grant any ownership or license interest in the GEII Software Package to Customer by virtue of use of the GEII Software Package. GEII grants and Customer shall have a perpetual, non-exclusive, non-transferable license and right to use the SPEC Files.

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Customer acknowledges that the GEII Software Package contains certain other third party software, which GEII either owns or is licensed to use and that GEII does not extend any license to any such software to Customer.

Customer agrees not to alter the hardware, software, connections or configuration of the Monitoring System or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change the Monitoring System setup, functioning and configuration, or connectivity during the terms of the Agreement. Customer agrees not to attempt to access any data, displays, information, software or other parts or functions of the Monitoring System that have not been specifically made available to it by GEII, whether or not otherwise protected or restricted.

Customer shall not modify, disassemble, reverse engineer, reverse assemble, de-compile, prepare derivative works from, or otherwise attempt to derive the object or source code of any part of the Monitoring System software or any part or component thereof, including third party software, or permit any third party to do so.

In the event that Customer uses, accesses or alters any data, displays, information, software or hardware, or otherwise acts in violation of the conditions herein, including unauthorized use of any third party software, GEII and the third party software provider(s) shall have the right to sue for recovery of damages resulting from Customer's non-compliance with or breach of the provisions of this Attachment 8 and Customer shall indemnify and hold harmless GEII from all claims, losses, damages, judgments, expenses, including attorneys' fees and litigation expenses, to the extent arising out of or related to any such violation of these conditions by Customer. Owner further understands and acknowledges that third party software providers may be able to assert certain other property rights, such as copyright rights, on their own behalf. Notwithstanding the above, Customer has the right to use Operating Data in its reports and analyses for its own purposes.

Customer agrees to use the Monitoring System in accordance with the licenses as granted herein, and that all associated documentation, copyrights, trademarks, tradenames, logos, and products developed by GEII or its affiliates shall remain the property of GEII or its affiliates as appropriate. If at any time Customer ceases to use the Monitoring System and/or instructs GEII to remove the Monitoring System (including the OSM) from the Facility, the non-perpetual licenses shall terminate immediately, and Customer agrees that, upon receipt of written notice from GEII, it will destroy or return to GEII any such licensed software and documentation that it may have upon termination of such license for any reason.

E. General Provisions regarding the Monitoring System:

The terms and conditions of this Attachment 8 and of the Agreement apply to the Monitoring System. In the event of any inconsistency between this Attachment 8 and other provisions of the Agreement, the terms and conditions of the Agreement shall take precedence.

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GEII shall pay for and provide for connection of the Monitoring System to the GE Center. Customer shall not use this connection for any other communications or purpose, nor shall it allow others to do so. The connection shall be and remain connected to the Monitoring System. Customer shall not connect, or allow to be connected, to the Monitoring System any other network line. Customer shall not initiate or allow any remote access to the Monitoring System, whether through the network line or otherwise, nor shall it interrupt or disconnect the connection (except in accordance with the terms hereof), or allow others to do so.

Customer does not have any right or responsibility to maintain or repair the Monitoring System.

GEII will provide instruction to Customer's personnel on-site concerning any Monitoring System features to which Customer will have access. Customer shall be responsible for supplying GEII with the list of individuals authorized to view and use the Monitoring System features and functionality, and Customer shall be responsible for informing GEII when such list of authorized individuals requires modification or updating.

Customer shall supply and maintain an electric power source for the Monitoring System.

Although the Monitoring System is provided to support GEII's obligations under the Agreement, and the Monitoring System may be removed prior to the termination of the Agreement, the date of removal shall have no bearing on determining the Term specified in the Agreement.

GEII will, at the time of final completion of installation of the Monitoring System, provide Customer with a list of all data points connected to the OSM. Such data points may change from time to time.

Customer will ensure that each of its employees and agents who may come in contact with the Monitoring System is made aware of the Customer commitments described herein, and abides by them.

The Monitoring System equipment that will be placed on or connected to Facility equipment and/or systems is passive and will not interfere with the operation of that equipment.

GEII shall have a right to access the Monitoring System and its connections at the Facility at all reasonable times.

Title to Best Practices is and remains with GEII, provided that Customer will be granted access to the overview of Best Practice information through the PowerSmarts™ portal. Customer further agrees that GEII may utilize Best Practices information developed through work under the Agreement, and may make such Best Practices available to others through PowerSmarts™ so long as it does not specifically identify the Customer or Facility location with respect to that information.

GEII's rights include, without limitation, the right to interface directly to the Covered Unit and other such equipment related to the operation of the Covered Unit distributed control system and to utilize a network line or other connection.

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

ATTACHMENT 9

EXCERPTS FROM GER3620K

HEAVY-DUTY GAS TURBINE OPERATING AND MAINTENANCE CONSIDERATIONS

Robert Hoeft & Eric Gebhardt
GE Energy Services
Atlanta, GA

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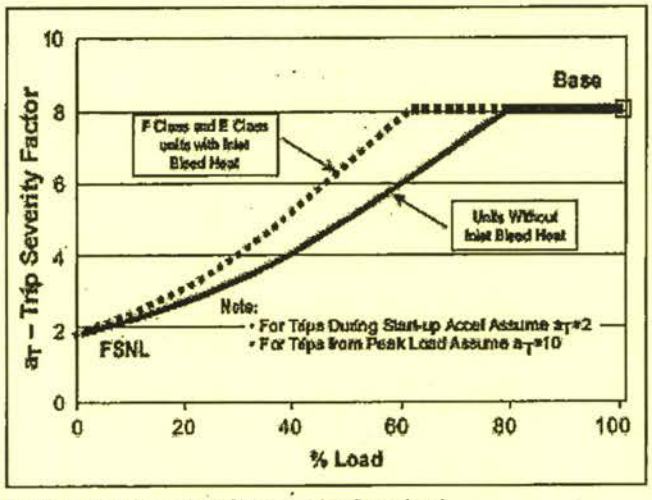

Figure 21. Maintenance factor – trips from load

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Peaking – Cyclic – Continuous

	Peaking	Cyclic	Continuous
Hot Start (Down <4 Hr.)	3%	1%	10%
Warm 1 Start (Down 4-20 hr.)	10%	82%	5%
Warm 2 Start (Down 20-40 Hr.)	37%	13%	5%
Cold Start (Down >40 Hr.)	50%	4%	80%
Hours/Start	4	16	400
Hours/Year	600	4800	8200
Starts per Year	150	300	21
Percent Trips	3%	1%	20%
Number of Trips per Year	5	3	4
Typical Maintenance Factor (Starts Based)	1.7	1.0	NA

- Operational Profile is Application Specific
- Inspection Interval is Application Specific

Figure 24. FA gas turbine typical operational profile

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PG7241(FA) Parts

	Repair Interval	Replace Interval (Hours)	Replace Interval (Starts)
Combustion Liners	CI	2 (CI)	5 (CI)
Caps	CI	3 (CI)	5 (CI)
Transition Pieces	CI	3 (CI)	5 (CI)
Fuel Nozzles	CI	3 (CI)	3 (CI)
Crossfire Tubes	CI	2 (CI)	2 (CI)
End Covers		4 (CI)	3 (CI)
Stage 1 Nozzles	HGPI	2 (HGPI)	2 (HGPI)
Stage 2 Nozzles	HGPI	2 (HGPI)	2 (HGPI)
Stage 3 Nozzles	HGPI	3 (HGPI)	3 (HGPI)
Stage 1 Shrouds	HGPI	2 (HGPI)	2 (HGPI)
Stage 2 Shrouds	HGPI	2 (HGPI)	2 (HGPI)
Stage 3 Shrouds	HGPI	3 (HGPI)	3 (HGPI)
Exhaust Diffuser	HGPI		
Stage 1 Bucket	HGPI	3 (HGPI)[2]	2 (HGPI)[4]
Stage 2 Bucket	HGPI	3 (HGPI)[2]	3 (HGPI)[3]
Stage 3 Bucket	HGPI	3 (HGPI)[2]	3 (HGPI)

Note: Repair/replace cycles reflect current production hardware, unless otherwise noted, and operation in accordance with manufacturer specifications.
CI = Combustion Inspection Interval
HGPI = Hot Gas Path Inspection Interval
(1) 3 (HGPI) for current design. Consult your GE Energy representative for replacement intervals by part number.
(2) GE approved repair procedure required at first HGPI for designs without platform cooling.
(3) GE approved repair procedure at 2nd HGPI is required to meet 3 (HGPI) replacement life.
(4) 2 (HGPI) for current design with GE approved repair at first HGPI. 3 (HGPI) is possible for redesigned bucket with platform undercut and cooling modifications.

Figure D-10. Estimated repair and replacement cycles

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Type of Inspection	Combustion System	Factored Hours / Factored Starts											
		MS3000K	MS6000A/ MS6000C,D	MS6B	MS7EA	MS9E	MS6FA	MS7F/FA/FA+	MS7FA+e	MS6FA,FA+	MS6FA+e	MS7FB
Combustion	Non-DLN	24,000/400	12,000/400(3)	12,000/400	8,000/400(3)	8,000/400(3)	–	–	–	–	–	–
	DLN	–	8,000/400	12,000/400	12,000/400	12,000/400	8,000/400	8,000/400	12,000/400	8,000/400	8,000/400	8,000/400
Hot Gas Path		24,000/1,200	Standard 24,000/1,200	24,000/1,200	24,000/1,200	24,000/800	24,000/800	24,000/800	24,000/800	24,000/800	24,000/800	24,000/800
Major		48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400

Factors That Can Reduce Maintenance Intervals

- Fuel
- Load Setting
- Steam/water injection
- Peak Load TF Operation
- Trips
- Start Cycle
- Hardware Design

(1) Units with Lean Head End liners have a 400 starts combustion inspection interval.
(2) Machines with 6581 and 6BeV combustion hardware have a 12,000/600 combustion inspection interval.
(3) Multiple Non-DLN configurations exist (Standard, MNQC, IGCC). The most limiting case is shown, however different quoting limits may exist on a machine and hardware basis. Contact a GE Energy representative for further information.

NOTE: Factored Hours/Starts intervals include an allowance for nominal trip maintenance factor effects.
Hours/Starts intervals for Major inspection are quoted in Actual Hours and Actual Starts.

Figure 42. Base line recommended inspection intervals: base load – gas fuel – dry

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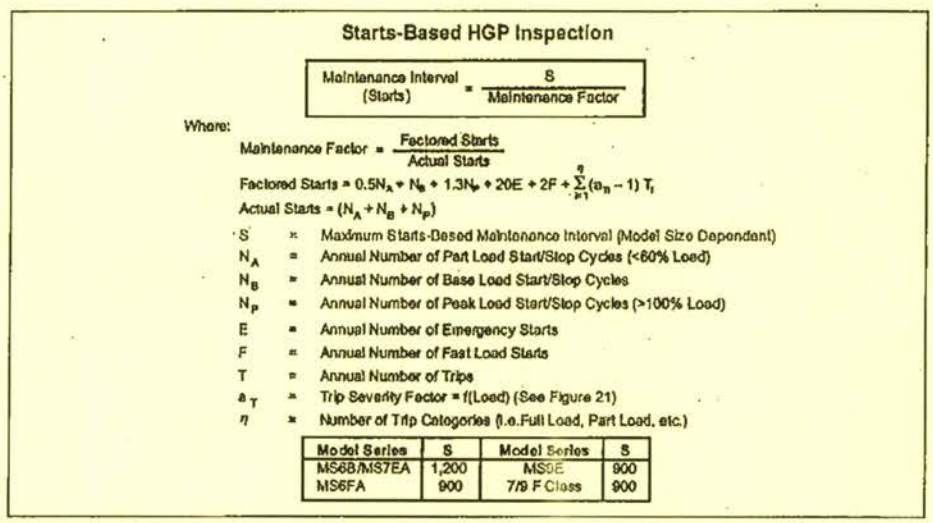

Starts-Based HGP Inspection

$$\text{Maintenance Interval (Starts)} = \frac{S}{\text{Maintenance Factor}}$$

Where:

$$\text{Maintenance Factor} = \frac{\text{Factored Starts}}{\text{Actual Starts}}$$

$$\text{Factored Starts} = 0.5N_A + N_B + 1.3N_P + 20E + 2F + \sum_{n=1}^{\eta}(a_n - 1)\,T_i$$

$$\text{Actual Starts} = (N_A + N_B + N_P)$$

- S = Maximum Starts-Based Maintenance Interval (Model Size Dependent)
- N_A = Annual Number of Part Load Start/Stop Cycles (<60% Load)
- N_B = Annual Number of Base Load Start/Stop Cycles
- N_P = Annual Number of Peak Load Start/Stop Cycles (>100% Load)
- E = Annual Number of Emergency Starts
- F = Annual Number of Fast Load Starts
- T = Annual Number of Trips
- a_T = Trip Severity Factor = f(Load) (See Figure 21)
- η = Number of Trip Categories (i.e.Full Load, Part Load, etc.)

Model Series	S	Model Series	S
MS6B/MS7EA	1,200	MS9E	900
MS6FA	900	7/9 F Class	900

Figure 44. Hot gas path maintenance interval: starts-based criterion

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Hours-Based HGP Inspection

$$\text{Maintenance Interval (Hours)} = \frac{24000}{\text{Maintenance Factor}}$$

Where:

$$\text{Maintenance Factor} = \frac{\text{Factored Hours}}{\text{Actual Hours}}$$

Factored Hours = $(K + M \times I) \times (G + 1.5D + A_f H + 6P)$
Actual Hours = $(G + D + H + P)$
G = Annual Base Load Operating hours on Gas Fuel
D = Annual Base Load Operating hours on Distillate Fuel
H = Annual Operating Hours on Heavy Fuel
A_f = Heavy Fuel Severity Factor
(Residual A_f = 3 to 4, Crude A_f = 2 to 3)
P = Annual Peak Load Operating Hours
I = Percent Water/Steam Injection Referenced to Inlet Air Flow
M&K = Water/Steam Injection Constants

M	K	Control	Steam Injection	N2/N3 Material
0	1	Dry	<2.2%	GTD-222/FSX-414
0	1	Dry	>2.2%	GTD-222
.18	.6	Dry	>2.2%	FSX-414
.18	1	Wet	>0%	GTD-222
.55	1	Wet	>0%	FSX-414

Figure 43. Hot gas path maintenance interval: hours-based criterion

In instances where the information provided in this attachment is incomplete, or needs further clarification, the Parties agree to refer to GEII publication #GER3620K, or as may be amended from time to time provided that a copy of such amendment is sent to Customer upon its request.

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ATTACHMENT 10

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ATTACHMENT 11

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ATTACHMENT 12
GEII'S PLANNED MAINTENANCE SCOPE OF WORK

The Planned Maintenance work of the GEII will consist of some or all of the following work, including provision of Parts, as GEII determines to be necessary in accordance with this Agreement: (i) Gas Turbine Hot Gas Path Inspection, (ii) Generator Minor Inspection and (iii) annual enhanced borescope inspection. Recognizing that the precise scope of such maintenance events may vary over the Term of this Agreement, such as by extension of the intervals between the need to repair or replace parts, the following outlines a current example scope of said Planned Maintenance events but not necessarily the exact scope of work of GEII under this Agreement:

Prior to mobilization for each particular Planned Maintenance event, as described below, GEII will check for, and review, applicable TILs. Such TILs will be addressed in accordance with this Agreement.

Gas Turbine:

A. HOT GAS PATH INSPECTION

1. Mobilization

A. Mobilize on job Site (undertake activities appropriate to the situation, which may include some or all of the following: marshal tools and equipment adjacent to the Unit, establish work crews, organize work area, conduct safety meeting(s) for GEII crew).
B. Record baseline operating data.
C. Before proceeding with the inspection confirm with the Customer's operators that the gas turbine is shutdown, electrical power is tagged-out, CO2 system is deactivated, and the gas supply is blanked off.

2. Disassembly

A. Remove turbine compartment roof and side panels.
B. Remove gas fuel lines.
C. Remove fuel nozzles.
D. Remove flame detectors and spark plugs.
E. Remove cooling and sealing air lines.
F. Unbolt and open up combustion casing covers.
G. Remove crossfire tube retainers, combustion liners, crossfire tubes, and flow sleeves.
H. Remove combustion casings.
I. Remove transition pieces.
J. Disconnect wiring and conduit in turbine compartment area as needed for the removal of the turbine casing, lagging, and piping.
K. Place mechanical jacks under the turbine casing.

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L. Remove turbine casing bolts.
M. Remove upper half turbine casing.
N. Remove wheel space thermocouples.
O. Remove upper and lower halves of the first stage nozzle, second stage nozzle, and third stage nozzle.

3. Inspection

A. Visually inspect all removed combustion hardware.
B. Measure and record initial turbine clearances, rotor thrust, and 2nd and 3rd stage nozzle deflection.
C. Measure and record first stage nozzle concentricity and ellipticity.
D. Visually inspect first, second, and third stage nozzle.
E. Visually inspect first, second, and third stage turbine buckets.
F. Visually inspect the hot gas path.
G. Visually inspect inlet guide vanes and bushings.
H. Clean and visually inspect upper and lower half casings for pitting, corrosion, and erosion.
I. Clean and prepare all horizontal and vertical joints.
J. Visually inspect all fuel gas, water, and hydraulic piping before reinstalling.
K. Visually inspect the condition of the collector rings and measure and record brush-holder clearance.

4. Reassembly

A. Install the lower halves of the first, second, and third stage nozzles.
B. Install the upper halves of the first, second, third stage nozzles.
C. Install upper half turbine casing.
D. Remove mechanical jacks from under the turbine casing.
E. Connect wiring and conduit in turbine compartment area.
F. Install transition pieces.
G. Install combustion casings.
H. Install crossfire tubes and retainers, combustion liners, and flow sleeves.
I. Install combustion casing covers.
J. Install cooling and sealing air lines.
K. Install flame detectors and spark plugs.
L. Install fuel nozzles.
M. Install fuel gas lines.
N. Install turbine compartment roof and side panels.

5. Auxiliary Workscope

If included, as agreed to by the Parties as Extra Work

6. Completion

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FILED: NOVEMBER 20, 2008

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A. Remove tags and prepare the unit for operation.
B. Leak check all areas of turbine at first operational run. Run to be performed within 24 hours of unit completion (turnover to Customer).
C. Record baseline data with turbine on-line.
D. Move off job Site.
E. Furnish inspection report.

B. GENERATOR MINOR INSPECTION

- Review operating data
- Visually inspect through access covers

C. CUSTOMER'S MAINTENANCE SUPPORT RESPONSIBILITIES:

In addition to the Customer's responsibilities described in Attachment 3 of this Agreement, Customer shall perform the following specific workscope items in connection with GEII's Planned Maintenance, Unplanned Maintenance and Extra Work:

Hot Gas Path Inspections

Perform calibration of combustion controls i.e., gas control valves, IGVs, bleed heat valves etc.
Check and replace faulty wheel space thermocouples.
Upon reconnection of electrical and instrumentation verify connections, calibrate and rotation check.

All Planned and Unplanned Maintenance Outages and Extra Work:

Offload, locate and reload test equipment
De-energization and re-energization including Lock out/Tag-out all equipment
Provide weatherproof enclosure

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ATTACHMENT 13

SPECIFICATIONS

1.0	GEI 41004H	Cooling Water Recommendations	(attached)
2.0	GEK 101944	Requirements for Water/Steam Purity in Gas Turbines	(attached)
3.0	GEI 41040F	Process Specification Fuel Gases for Combustion in Heavy-Duty Gas Turbines	(attached)

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GENERAL ELECTRIC INTERNATIONAL, INC.

Contractual Services

CONTRACTUAL SERVICES AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC INTERNATIONAL, INC.

BAYSIDE POWER STATION SERVICE AGREEMENT

(D)

GAS TURBINE UNITS # 1a, 1b, 1c, 1d, & 2a, 2b, 2c

GE Company Proprietary

SOURCE PBC DR# TEC-40-07

19-9D

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EXECUTION VERSION

THIRD AMENDMENT TO CONTRACTUAL SERVICES AGREEMENT BY AND BETWEEN TAMPA ELECTRIC COMPANY AND GENERAL ELECTRIC INTERNATIONAL, INC., FOR THE BAYSIDE POWER STATION

THIS THIRD AMENDMENT (this "**Amendment**") is made and entered into this 1 day of April, 2005 by and between TAMPA ELECTRIC COMPANY ("**Customer**"), a corporation organized under the laws of the State of Florida and GENERAL ELECTRIC INTERNATIONAL, INC. ("**GEII**"), a corporation organized under the laws of the State of Delaware. Customer and GEII are sometimes herein referred to collectively as the "**Parties**" and each individually as a "**Party.**"

WITNESSETH

WHEREAS, Customer and GEII entered into that certain "Contractual Services Agreement" (Contract No. BPS-03-01-86532) for the Bayside Power Station, dated April 20, 2001, as previously amended by that certain First Amendment to Contractual Services Agreement, dated November 30, 2001, as further amended by that certain Second Amendment to Contractual Services Agreement, dated August 8, 2003 (as so amended, the "**Agreement**"); and

WHEREAS, the Parties now wish to further amend the Agreement in the manner set forth below;

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows;

1. Amendments to Agreement.

1.1 Table of Contents. The Parties hereby amend the Table of Contents of the Agreement by inserting the following immediately following the reference to "ATTACHMENT 12":

"13	ATTACHMENT 13	PRICING FOR PEAK FIRING	13-1
14	ATTACHMENT 14	TUNING ADDENDUM	14-1"

1.2 CSA Agreement. The Parties hereby amend the list of Attachments in Section 7 (General) of Tab A (Contractual Services Agreement) of the Agreement by inserting the following immediately following the reference to Attachment 12:

"13 PRICING FOR PEAK FIRING

14 TUNING ADDENDUM"

1.3 Attachment 2. The Parties hereby amend Section 1.0 (Assumption Violations) of Attachment 2 of the Agreement by deleting the following language:

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"Firing Temperature: operation at a firing temperature more than zero (0) degrees in excess of the base firing temperature (2420 degF or as otherwise directed at Acceptance as defined in the Equipment Contract)"

And replacing it with the following language:

"Operation of a Covered Unit (i) in excess of thirty five degrees Farenheit (35 degF) above the base firing temperature (i.e. 2420 degF or as otherwise directed at Acceptance as defined in the Equipment Contract) or (ii) in excess of original equipment manufacturer or GEII's written recommendations."

1.4 Attachment 4. The Parties hereby amend Attachment 4 of the Agreement in the following manner:

1.4.1 by deleting the word "and" after the words "Assumption Violation," in Section 1.3 (Additional Compensation) and inserting the words "and (vi) Peak Firing" immediately following the words "(v) Escalation";

1.4.2 by inserting the following immediately after Section 1.3.5 (Escalation):

"1.3.6 Peak Firing

In conjunction with each Periodic Payment, Customer shall pay to GEII the applicable dollar amount set forth in Attachment 13 to this Agreement for each portion of an hour (prorated to the nearest tenth (1/10) of an hour) during which each Covered Unit operates in Peak Firing mode during the previous Quarter; provided that such amounts shall be subject to escalation in accordance with the provisions of Section 2.0 (Escalation) of this Attachment 4; provided further that, for purposes hereof, (a) the Base Payment ("BP") shall mean the applicable dollar amount set forth in Attachment 13 to this Agreement and (b) the Base Year ("BY") shall be 2005."; and

1.4.3 by inserting the words "and payments for Peak Firing as set forth in Section 1.3.6 above" immediately after the words "The adjusted Periodic Payment" and after the words "amounts for Maintenance Services and Parts provided" in Section 2.0 G.

1.5 Attachment 5. The Parties hereby amend Attachment 5 of the Agreement in the following manner:

1.5.1 by deleting the period at the end of the Section 1.9 and inserting the following language:

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"or (6) GEII Tuning and Services (as such terms are defined in Attachment 13 of this Agreement) that is beyond the scope of GEII's Planned Maintenance and Unplanned Maintenance obligations under this Agreement."; and

1.5.2 by inserting the following definition in the appropriate alphabetical order and re-numbering the existing definitions accordingly:

"Peak Firing" means operation of a Covered Unit at a firing temperature in excess of the base firing temperature (2420 degF or as otherwise directed at Acceptance as defined in the Equipment Contract)."

1.6 Attachment 13. The Parties hereby amend the Agreement by attaching a new "Attachment 13 PRICING FOR PEAK FIRING" to the end of the Agreement (following Attachment 12) and inserting the text set forth in Appendix A to this Amendment.

1.7 Attachment 14. The Parties hereby amend the Agreement by attaching a new "Attachment 14 TUNING ADDENDUM" to the end of the Agreement (following newly attached Attachment 13) and inserting the text set forth in Appendix B to this Amendment.

2. Validity of Amendment and Agreement. The Parties agree that the Agreement shall remain in full force and effect, except for any modifications due to the provisions set forth in this Amendment. In the event that any provision in the Agreement conflicts with any provision in this Amendment, the Agreement shall control.

3. Amendments. No amendment to the terms and conditions of this Amendment shall be valid and binding on the Parties unless made in writing and signed by an authorized representative of each of the Parties.

4. Waiver. No waiver of any provision of this Amendment, or breach hereof, shall be effective unless it is in writing, signed by the Party waiving such provision.

5. Counterparts; Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Amendment. Any electronic facsimile transmission of any signature of a Party shall be deemed an original and shall bind such Party.

6. Governing Law. This Amendment shall be governed and construed in accordance with the "Governing Law" provision set forth in Section 25.13 of Attachment 5 of the Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed as of the date first above written.

TAMPA ELECTRIC COMPANY

By: William T Whale

Name: William T. Wyse

Title: Vice President

GENERAL ELECTRIC INTERNATIONAL, INC.

By:

Name: Richard Holman

Title: GM

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APPENDIX A

As per Section 1.6 of this Amendment, the following language is hereby inserted as new Attachment 13 to the Agreement.

ATTACHMENT 13

PRICING FOR PEAK FIRING

(*see attached*)

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Tampa Electric Bayside
Turbine S/Ns: 297826 through 297832
T-fire =2400
Uncambered Flared

Delta T-fire		Hours
From	To	Factor
-5	2.5	1.00
2.5	7.5	1.07
7.5	12.5	1.15
12.5	17.5	1.24
17.5	22.5	1.33
22.5	27.5	1.50
27.5	32.5	1.68
32.5	37.5	1.88

Delta T-fire		Starts
From	To	Factor
-5	2.5	1.00
2.5	20	1.08
20	40	1.23

Peak Fire Usage Fee = $35*Hours Based Peak Maintenance Factor

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APPENDIX B

As per Section 1.7 of this Amendment, the following language is hereby inserted as new Attachment 14 to the Agreement.

ATTACHMENT 14

TUNING ADDENDUM

All actions and activities of the Parties hereunder are considered to be taken under the auspices of the Agreement, for purposes of applicability of all indemnities, right and remedies provided thereunder. In the event of a conflict between any other provision of the Agreement and a provision of this Tuning Addendum, such other provision of the Agreement will control.

1. Definitions. Capitalized terms not otherwise defined in this Tuning Addendum shall have the meanings given to them in the Agreement. As used in this Tuning Addendum, the following capitalized terms shall have the following meanings:

"Affiliate" means, with respect to a Party, an entity (including without limitation any individual, corporation, partnership, limited liability company, association or trust) controlling, controlled by or under common control with that Party.

"Call Support" means consultation with GEII regarding Services by telephone, e-mail or other correspondence at the applicable rates and other terms and conditions set forth herein.

"Compatible Network" means a dedicated network for exclusive use with the Tuning Equipment having a T1 (1.544 Mb/s) type network interface suitable for the Tuning Equipment providing a minimum bandwidth of 128 k baud suitable for interfacing via the Internet with the GEII Operations Center, and which operates at a maximum of 75% of capacity and has an uptime rate of at least 98%. For the purpose of clarification, in the event Customer has PowerSmarts™ capability at the Facility in accordance with Agreement, the Compatible Network will have been supplied and approved by GEII.

"Customer Operational Personnel" means a person or person employed by Customer who has been trained and qualified to view Technical Information and/or Equipment Data to assist in the discharge of the parties' obligations under this Tuning Addendum and the Agreement.

"Equipment Data" means any and all data or information regarding the Tuning Covered Unit or the Facility that is gathered or aggregated by or that is derived from the Tuning Equipment.

"Facility" means the Bayside Power Station, where the Tuning Covered Unit(s) are in operation and where Tuning Equipment is to be, or is, installed.

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"Third Amendment" means that certain "Third Amendment to Contractual Services Agreement" by and between Customer and GEII for the Bayside Power Station, dated April ___, 2005.

"GEII Approved Control System" means the system designed by GEII to control the operation of a Tuning Covered Unit under the model series designation "Mark VI HMI" (including the appropriate human machine interface designated by the Customer as the primary human machine interface where all Customer control system configuration changes are implemented) or improved versions or later generations thereof, specifically approved by GEII for use in connection with Tuning.

"GEII Operations Center" means a location owned or controlled by GEII, or an Affiliate of GEII, staffed to remotely perform Tuning.

"GEII Tuning" means Tuning by GEII.

"Monitoring Equipment" means a peripheral device that meets GEII's specifications and other requirements for use in connection with Tuning Equipment, including any associated storage or readout devices, and other related hardware, to be furnished by GEII at the Facility.

"Parties" means Customer and GEII; "Party" means Customer or GEII, as the case may be.

"Patents" means any and all patents and applications therefore, and patents which may issue on such applications, covering inventions with respect to which the first application for patent anywhere was filed prior to the date of expiration or any prior termination of the Tuning Term.

"Services" means mobilization, installation, demobilization and maintenance services with respect to Tuning Equipment, GEII Tuning Support Services, and all other services to be provided by GEII to Customer pursuant to this Tuning Addendum.

"Support Services" means collectively Training and Call Support furnished or made available by GEII under this Tuning Addendum.

"Technical Information" means technical information produced by GEII or by the Tuning Equipment that relates to the Tuning Equipment itself, including any manual or software, which such information GEII has the right to release and does release to Customer in documented or electronic form including information regarding the operation and maintenance of Tuning Equipment itself. Technical information shall not include GEII's marketing, cost or financial data related to the Tuning Equipment.

"Training" means instruction by GEII for the Customer Operational Personnel in viewing the Technical Information and/or Equipment Data, routine maintenance of Tuning Equipment, and participation in GEII Tuning in accordance with this Tuning Addendum.

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"**Tuning**" means any use by GEII of the Tuning Equipment to gather telemetry and other electronic signals, information and data from Tuning Covered Unit(s) and the adjustment of the emissions, flame stability, dynamics, efficiency, performance or power output, or otherwise controlling the combustion process on a Tuning Covered Unit.

"**Tuning Addendum**" means this Attachment 13 to the Agreement.

"**Tuning Covered Unit(s)**" means the gas turbine unit(s) covered by and in accordance with the Agreement.

"**Tuning Equipment**" means the integrated system of hardware designed by GEII and provided by GEII pursuant to this Tuning Addendum for use in controlling the emissions, flame stability, dynamics, efficiency, performance or power output in Tuning consisting of the following, or improved versions or later generations thereof: a combustion dynamic pressure probe; acoustic damping system; electronic data acquisition system (EDASCE or VAMB card for Speedtronic MARK VI GEII Approved Control System); charge converter signal conditioner; associated junction box, conduit, fittings, cabling; and, the hardware and software and other interconnection devices installed by GEII to telecommunicate, send or receive data, electronic signals, and other telemetry or information among the parts and components of the Tuning Equipment, GEII Approved Control System, and any Monitoring Equipment, by means of a wide area network (WAN) configuration suitable for operation at a minimum bandwidth of 128 k baud terminating at a demarcation point in the immediate vicinity where the Tuning Equipment is installed on the Tuning Covered Unit.

"**Tuning Term**" has the meaning set forth in Section 2 of this Tuning Addendum.

2. Term of Tuning Addendum and Certain Rights and Obligations.

The term of this Tuning Addendum (the "**Tuning Term**") shall, with respect to each Covered Unit, extend from date of execution of the First Amendment and continue until the earlier to occur of (a) the expiration or termination of the term of the Agreement as applicable to such Covered Unit, or (b) the date of the removal of the Tuning Equipment from such Covered Unit (pursuant to Section 8.7 below). During the Tuning Term, subject to the terms and conditions of this Tuning Addendum, GEII shall (i) provide the GEII Tuning and other Services specified in the Tuning Addendum for the Tuning Covered Unit(s) at the Facility; and (ii) license to Customer the rights described in Article 3 below.

The terms and conditions of the Agreement will control the Parties' rights and obligations with respect to the Tuning Equipment, except as follows: (a) Customer will not have access to the Technical Information through the Power Smarts™ internet portal, and (b) title and ownership of the Tuning Equipment and Technical Information (as defined in this Tuning Addendum) does not, and will not, by virtue of its presence and use at your Facility during the term of the Agreement, transfer, in whole or in part, to Customer. The Tuning Equipment, techniques, and process knowledge employed by GEII in its operations thereof are solely owned by GEII or are licensed to GEII by one of GEII's Affiliates for GEII's sole use in support of the contractual commitments to its Customers. GEII or its Affiliate's title to and ownership of the Tuning

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Equipment and Technical Information is protected intellectual property that Customer agrees is provided in accordance with the terms of this Tuning Addendum. Accordingly, GEII has the sole and exclusive right, upon consultation with Customer, to alter the Tuning Equipment at any time, subject to mutual agreement with the Customer regarding an outage schedule.

The Parties acknowledge that all GEII Tuning and all Services shall comprise part of GEII's Planned Maintenance, Unplanned Maintenance, or Extra Work obligations, as the case may be, under the Agreement. To the extent that the same comprise part of GEII's Planned Maintenance obligations (e.g., re-tuning after a Planned Maintenance Outage), there shall be no charge therefor to Customer. To the extent that the same comprise part of GEII's Unplanned Maintenance obligations (e.g., re-tuning after an Unplanned Maintenance Outage or during operation monitoring as a means of preventing an outage), then the terms of the Agreement governing charges (or no charges, to the extent that GEII bears the cost of Unplanned Maintenance under the Agreement) for Unplanned Maintenance shall govern. And, to the extent GEII Tuning occurs at Customer's request, or for reasons other than as a part of GEII's Planned Maintenance or Unplanned Maintenance obligations, then the terms of the Agreement governing charges for Extra Work shall govern.

For the purpose of tracking any charges for such GEII Tuning or Services in the context of Unplanned Maintenance, the same shall be priced based upon GEII's current prices as of April , 2005 , which are set forth in Exhibit 1 to this Tuning Addendum, but subject to (a) any discounts provided in the Agreement and (b) escalation in accordance with the provisions set forth in Section 2.0 of Attachment 4 to the Agreement; provided that, for purposes hereof, (i) the Base Payment ("BP") shall mean the applicable dollar amount set forth in Exhibit 1 to this Attachment 14 and (ii) the Base Year ("BY") shall be 2005.

The target parameters of any GEII Tuning of any Tuning Covered Unit(s) by GEII hereunder must be approved by Customer prior to GEII's performing such tuning.

3. License Terms.

3.1 Subject to the requirements set forth herein for each Tuning Covered Unit(s), GEII hereby grants and agrees to grant to Customer, during the Tuning Term, an irrevocable, non-exclusive, indivisible, royalty free, non-transferable right and license under US Patents owned by GEII or its Affiliates, and administered by that business unit within GEII known as GE Energy, to: (a) use and view Technical Information to participate in and to request GEII Tuning, in accordance with this Tuning Addendum; (b) use and view Technical Information in obtaining any Services; (c) display, print and use Technical Information including any resulting from Tuning and use any data derived from such Technical Information solely to support Customer's obligations under this Tuning Addendum and the Agreement; and (d) copy or distribute any reports resulting therefrom for Customer's sole use and distribution within Customer's facilities for the purpose of planning, scheduling or performing Tuning.

GEII shall own all Equipment Data for each Tuning Covered Unit(s); *provided*, that GEII will regularly provide Customer with a copy, in a format to be agreed upon by the Parties from time to time, of all Equipment Data gathered by GEII through the Tuning Equipment. GEII hereby

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grants to Customer an, irrevocable, non-exclusive, indivisible, royalty-free, non-transferable right and license (a) during the Tuning Term, to use all Equipment Data for the purposes of monitoring the condition of the Tuning Covered Unit(s) and assisting GEII in efficiently performing its obligations under this Tuning Addendum and the Agreement (including without limitation copying or distributing any reports resulting therefrom for Customer's sole use and distribution within Customer's facilities for the purpose of planning, scheduling or performing GEII Tuning), and (b) after the expiration or termination of the Tuning Term, to use such copy of the Equipment Data for purposes related solely to the Facility; *provided*, that in no event will Customer use such Equipment Data to reverse engineer or reproduce the Tuning process, the Tuning Equipment or the Technical Information or provide such Equipment Data to any third party for the purpose of allowing them to reverse engineer or reproduce the Tuning process the Tuning Equipment or the Technical Information.

3.2 Customer must have a GEII Approved Control System, and must provide a dedicated secure Compatible Network connection in the immediate vicinity of the Tuning Equipment and allow GEII to maintain that connection. During the Tuning Term, (a) Customer will provide a calibrated continuous emissions signal to the GEII Approved Control System, and (b) Customer will make available to GEII an analog telephone line that can be dedicated for exclusive use with the Tuning Equipment.

3.3 GEII will furnish all cabling, conduit, terminations and craft labor required to establish the connection from the demarcation point of the Compatible Network provided by the Customer in the immediate vicinity of the Tuning Equipment. For the duration of this Tuning Addendum, all fees for the T1 type network service provider to the Compatible Network or Tuning Equipment will be paid or otherwise reimbursed by GEII.

4. Technical Information and Assistance.

4.1 GEII will provide to Customer, for each Tuning Covered Unit, the Technical Information that GEII deems necessary for Customer to use to provide on-site assistance to GEII in its performance of GEII Tuning. Such Technical Information may be provided in the form of written documents, magnetic or optical storage devices, such as CD-ROM, or electronic data exchange.

4.2 Upon commissioning of the Tuning Equipment for each Tuning Covered Unit, GEII shall provide, at its own expense and without reimbursement, up to four (4) hours of Training. Thereafter GEII shall provide Call Support of up to ten (10) hours per Tuning Covered Unit per year during the Tuning Term. All additional Training and Call Support past these amounts shall be billed and paid at GEII published rates.

5. General Limitations on Software Use.

Subject to Section 3.1 of this Tuning Addendum, Customer's right to use any software that is part of Technical Information that is disclosed or otherwise made available to Customer under this Tuning Addendum is limited to the rights to download Technical Information available from the execution of such software and to print out the corresponding Technical Information.

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Customer shall not change, modify, revise, adopt, copy, disassemble or decompile any software furnished hereunder unless specifically approved in writing in advance by GEII, use any such software on the Tuning Equipment, or permit anyone other than employees of Customer to use such software. Customer hereby agrees to abide by the terms and conditions that accompany any software or access to an intranet or Internet domains that are made available to Customer by GEII hereunder.

6. Confidential Information.

All Technical Information and Equipment Data made available or disclosed by GEII to Customer is hereby designated as "Proprietary" for purposes of Section 22.1 of Attachment 5 of the Agreement and shall be treated as "Proprietary Information" by the Parties accordingly; *provided, however*, that notwithstanding anything in Section 22.1 of Attachment 5 of the Agreement to the contrary, Section 3.1 of this Tuning Addendum shall apply in all respects to GEII's licensing of all Technical Information and Equipment Data to Customer.

7. Events Upon Termination of Tuning Addendum.

Subject to Section 3.1, upon removal of the Tuning Equipment from a Tuning Covered Unit, all Customer rights and licenses in this Tuning Addendum shall terminate with respect to the Tuning Equipment applicable to such Tuning Covered Unit(s). Upon any expiration or termination of this Tuning Addendum, in whole or in part for any reason, all rights and licenses provided by GEII hereunder shall terminate with respect to the Tuning Covered Unit(s) subject to such expiration or termination, and Customer shall forthwith with respect to such Tuning Covered Unit(s): (i) immediately cease using any Technical Information and any other information furnished or otherwise disclosed to Customer under this Tuning Addendum; and (ii) return to GEII, destroy or permanently delete all such documented information including all copies thereof in whatever form. In anticipation of any such expiration or upon notice of such termination, Customer shall arrange with GEII for safe removal of the Tuning Equipment promptly following such expiration or termination date.

8. Tuning Equipment.

8.1 Customer will keep the Tuning Equipment free and clear of all liens, charges, security interests and encumbrances not resulting from the actions or omissions of GEII or its Affiliates, including any of their respective employees and authorized agents. Customer shall not assign or sublease any Tuning Equipment without the prior written consent of GEII. Unless the Parties agree otherwise, no permitted assignment or sublease shall relieve Customer of any of its obligations under this Tuning Addendum. Customer shall indemnify and hold harmless GEII from and against any and all costs, claims, actions and expenses, including attorneys' fees and expenses, in the event that the Tuning Equipment becomes subject to any lien, charge, security interest or encumbrance other than solely as a result of the actions or omissions of GEII or its Affiliates, including their respective employees and authorized agents.

8.2 Customer will provide GEII reasonably free and clear access to the Facility for delivery of the Tuning Equipment and to the Tuning Equipment for performance of Services and inspection.

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GEII will be responsible, at its cost, for installing the Tuning Equipment and for preparing the location immediately adjacent to the Tuning Equipment; if necessary, Customer will be responsible for other preparation of the Facility not immediately adjacent to the Tuning Equipment, including any required structures or alterations. Within a reasonable time after the execution of the First Amendment, Customer and GEII shall agree on a schedule for GEII to install the Tuning Equipment on the Tuning Covered Unit(s) at the Facility(s) and for the Parties to commission and test such Tuning Equipment.

8.3 Customer shall not remove, alter, disfigure, or cover up any numbering, lettering, or insignia displayed upon the Tuning Equipment; add tags, links to other devices or systems or otherwise change the Tuning Equipment setup, functioning, configuration or connectivity; nor otherwise alter the Tuning Equipment or Technical Information, and shall see that the Tuning Equipment is not subjected to careless or needlessly rough usage. Customer agrees to (a) maintain the environment at the Facility in a condition suitable for electronic components; and (b) ensure that the Tuning Equipment and Technical Information are used only by qualified personnel.

8.4 Customer hereby agrees to facilitate the performance of GEII Tuning by: (a) keeping Customer's Compatible Network in good operating condition and in the immediate vicinity of the installed Tuning Equipment and providing free and clear access to the interconnection between the Customer's Compatible Network and the Tuning Equipment; (b) providing all necessary support to continuously maintain Customer's Compatible Network; (c) providing GEII with at least two (2) business days' advance notice, of any planned changes, and subsequent notice, of any unplanned changes (e.g., power outages, computer viruses, system crashes), to Customer's Compatible Network that may impact the connection with the Tuning Equipment, and cooperating with GEII in maintaining, as reasonable, the connection between the Tuning Equipment and the GEII Operations Center during all such changes; (d) designating Customer Operational Personnel(s) to provide support as required by GEII; and (e) ensuring the security of the Tuning Equipment and Technical Information by taking the appropriate measures to prevent unauthorized access to any data, displays, information, software or other parts or functions of the Tuning Equipment, and interception of communications between the parties and of GEII data, and taking whatever other measures that GEII reasonably believes necessary to maintain such security.

8.5 GEII shall provide, at its cost, all necessary repairs and maintenance to the Tuning Equipment.

8.6 Customer agrees to provide GEII with a complete prior summary of any planned operation of the Tuning Equipment to view Technical Information to be performed independently by Customer. Such operation of the Tuning Equipment shall only be for purposes of fulfilling this Tuning Addendum, and shall be subject to GEII's approval not to be unreasonably withheld. The foregoing is not applicable to Equipment Data.

8.7 Customer may determine, in its sole discretion, that it wishes to discontinue the utilization of the Tuning Equipment. GEII may, upon Customer's prior written approval, such approval not to be unreasonably withheld, discontinue the utilization of the Tuning Equipment. In either such case, the Party wishing to discontinue the utilization of the Tuning Equipment hereunder shall

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notify the other Party of its desire in writing. Upon receipt by the other Party of such notification, the Parties will, within a reasonable time thereafter, and subject to the Parties' mutual agreement regarding any required outages therefor, at GEII's sole expense, remove the Tuning Equipment from the Facility. For the avoidance of doubt, GEII will not have the unilateral right to remove the Tuning Equipment until the expiration of the Tuning Term.

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EXECUTION VERSION

EXHIBIT 1 to ATTACHMENT 14

Tuning Pricing

Each GEII Tuning performed per Section 2 of Attachment 4 to the Agreement will be as follows, per gas turbine (as calculated in 2005 dollars and escalated as per Section 2 of Attachment 4):

Remote DLN Tuning with Continuous Dynamics Monitoring

Transactional Pricing*		CSA Pricing	
Equipment Lease & Technology Sharing Agreement	$185,000.00	Equipment Lease & Technology Sharing Agreement	$ 0.00
Annual Service Fee	$ 20,000.00	Annual Service Fee	$ 0.00
Remote DLN Tuning		Remote DLN Tuning	
Incremental Tunes	$ 20,000.00	Incremental Tunes	$ 16,000.00 **
In Service Adjustments (Dynamics / Emissions)	$ 5,600.00	In Service Adjustments (Dynamics / Emissions)	$ 4,480.00 **

- * Pricing – February 2005 Catalog Price
- ** Catalog less 20% Discount

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN GENERAL ELECTRIC INTERNATIONAL, INC. AND TAMPA ELECTRIC COMPANY DATED NOVEMBER 30, 2001

This First Amendment ("Amendment") dated as of November 30, 2001 ("Effective Date"), is made by and between General Electric International, Inc. ("GEII") and Tampa Electric Company ("Customer") (each individually a "Party" and together the "Parties") to the Contractual Services Agreement between the Parties dated as of April 20, 2001 (the "Agreement")..

RECITALS

A. Whereas, Customer and GEII have entered into that certain Agreement; and

B. Whereas, Customer and GEII now desire to amend the Agreement in certain respects.

Now, therefore, in consideration of the mutual promises described herein, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment but not otherwise defined shall have the meanings specified in the Agreement, unless the context requires otherwise.

2. Certain Amendments. The Agreement is hereby amended, supplemented or modified, as the case may be, as indicated below:

a. Section 26 of Attachment 5 is amended by inserting the following sentence after the last sentence of such Section: "This Article 26.0 shall not apply to Customer's property to the extent GEII has risk of loss with respect thereto under Article 10, TITLE, above."; and

b. Section 7.4 of Attachment 2 is amended by inserting the following sentence after the last sentence of such Section: "Nothing in this Section 7.4 is intended to obligate GEII to incur costs to implement changes as a result of technical information letters as a requirement of this Agreement."

3. Counterparts. This Amendment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument but all such counterparts shall constitute but one (1) instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written.

General Electric International, Inc.

By: _____

Name: John A. Durden

Title: GM - Contractual Services

Tampa Electric Company

By: _____

Name: Donald Pless

Title: Dir Proj. Mgmt

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CONTRACT NO. BPS-03-01-86532

CONTRACTUAL SERVICES AGREEMENT

TAMPA ELECTRIC COMPANY

AND

GENERAL ELECTRIC INTERNATIONAL, INC.

Bayside Power Station
Service Agreement

Gas Turbine Units #1a, 1b, 1c, 1d & 2a, 2b, 2c

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CONTRACTUAL SERVICES AGREEMENT

1. *AGREEMENT*
This Contractual Services Agreement ("Agreement") is made with an Effective Date of April 6, 2001 ("Effective Date") between General Electric International Inc., a corporation organized under the laws of the State of Delaware, United States of America, ("GEII") and Tampa Electric Company, a corporation organized under the laws of the State of Florida, United States of America ("Customer") (each individually referred to as a "Party" and together as the "Parties").

2. *BACKGROUND*
Customer has designated Bayside Power Station Units 1a, 1b, 1c, 2a, 2b, 2c and 2d, as identified in Attachment 1 hereof, to be covered by this Agreement (the "Covered Units"). Said Covered Units were previously purchased by Customer from GE, as defined herein, as part of that certain, separate contract defined in Section 1 of Attachment 5 hereof as the "Equipment Contract".

For the term of this Agreement, Customer desires that GEII supply all Maintenance Services and Parts (as defined in Attachment 5, Article 1 of this Agreement), required for the Planned Maintenance and Unplanned Maintenance for the Covered Units.

The Parties anticipate that GEII may use improved Parts in the performance of its obligations under this Agreement which are intended to extend Parts' lives and/or increase the intervals between certain Planned Maintenance Outages.

3. *GEII SERVICES*
GEII shall supply Maintenance Services and Parts necessary to perform all Planned Maintenance, and Unplanned Maintenance up to the limits set forth in this Agreement, of the Covered Units during the term of this Agreement. GEII and the Customer agree to cooperate, as described in this Agreement, to further the goal of maintaining the Covered Units in an optimum performance condition. The Maintenance Services and Parts are more fully identified and described in the Attachments, including the intent set forth in the "General" paragraph of Attachment 2.

4. *CUSTOMER RESPONSIBILITIES*
Customer is responsible for conducting Routine Maintenance and proper operation of the Covered Units. Customer's responsibilities are more fully described in the Attachment 3.

5. *PRICE*
The Price to be paid by Customer to GEII for the Maintenance Services and Parts described in this Agreement is set forth in Attachment 4, "Pricing". Customer shall make payment of the price as specified in the Attachments.

6. *TERM*
This Agreement shall take effect as of the Effective Date and have a term to expire upon the CSA End Date for the last of the Covered Units, unless sooner terminated in accordance with the provisions set forth in Article 9 of Attachment 5, "Terms and Conditions".

7. *GENERAL*
The attachments described below are hereby incorporated by reference and made a part of this Agreement:

Attachments:
1 Covered Units
1A Option for Additional Covered Units
2 GEII Services
2A Initial Spare Parts
3 Customer Responsibilities
4 Pricing
5 Terms and Conditions
6 Site & Safety Requirements
7 Guarantees
8 M&D System Conditions
9 Excerpts from GER-3620G
10 Parent Guaranty Agreement and
11 Performance Monitoring and Optimization Systems Conditions
12 Specifications - GEI 41004G; GEK 101944; GEI 41040F

Addresses for notices required or desired to be given under this Agreement are as follows ("Notice Address"):

If to Customer: Tampa Electric Company
Project Management.
702 N. Franklin St.
Tampa, FL 33602
Attention: D.E. Pless
(813) 228-4201, Fax (813) 228-4959

If to GEII: GE International, Inc.
4200 Wildwood Pkwy.
Atlanta GA 30339
Attention: General Manager,
Contractual Services
(770)-859-6000 Fax (678)-844-5312

With a copy to:
GE International, Inc.
4200 Wildwood Pkwy.
Atlanta GA 30339
Attention: Counsel, Contractual Services
(770)-859-6000 Fax (678)-844-5312

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Atlanta GA 30339
Attention: Counsel, Contractual Services

(770)-859-6000 Fax (678)-844-5312

This Agreement is signed by the Parties to be effective as of the Effective Date first stated above.

General Electric International, Inc.

By: _____

Title: _____

_____

Tampa Electric Company

By: _____

Title: C.R. Black, Vice President, Energy Supply, Engineering and Construction
Tampa Electric Company

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FIRST AMENDMENT TO THE CONTRACTUAL SERVICES AGREEMENT BETWEEN GENERAL ELECTRIC INTERNATIONAL, INC. AND TAMPA ELECTRIC COMPANY DATED NOVEMBER __, 2001

This First Amendment ("Amendment") dated as of November __, 2001 ("Effective Date"), is made by and between General Electric International, Inc. ("GEII") and Tampa Electric Company ("Customer") (each individually a "Party" and together the "Parties") to the Contractual Services Agreement between the Parties dated as of April 20, 2001 (the "Agreement")..

RECITALS

A. Whereas, Customer and GEII have entered into that certain Agreement; and

B. Whereas, Customer and GEII now desire to amend the Agreement in certain respects.

Now, therefore, in consideration of the mutual promises described herein, the Parties agree as follows:

1. Definitions. Capitalized terms used in this Amendment but not otherwise defined shall have the meanings specified in the Agreement, unless the context requires otherwise.

2. Certain Amendments. The Agreement is hereby amended, supplemented or modified, as the case may be, as indicated below:

a. Section 26 of Attachment 5 is amended by inserting the following sentence after the last sentence of such Section: "This Article 26.0 shall not apply to Customer's property to the extent GEII has risk of loss with respect thereto under Article 10, TITLE, above."; and

b. Section 7.4 of Attachment 2 is amended by inserting the following sentence after the last sentence of such Section: "Nothing in this Section 7.4 is intended to obligate GEII to incur costs to implement changes as a result of technical information letters as a requirement of this Agreement."

3. Counterparts. This Amendment may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument but all such counterparts shall constitute but one (1) instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the date first above written.

General Electric International, Inc.

By: _____

Name: _____

Title: _____

Tampa Electric Company

By: _____

Name: _____

Title: _____

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ATTACHMENT 1

COVERED UNITS

The Covered Units are the seven (7) gas turbine-generator packages forming part of Bayside Power Station Units 1a, 1b, 1c, 2a, 2b, 2c, and 2d located at the Customer's Bayside Power Station in Hillsborough County, Florida, with the serial numbers and descriptions and within the terminal points described below: "Terminal Points"

1.0 Units #1a, 1b, 1c, 2a, 2b, 2c and 2d - Gas Turbine / Generator Packages

Unit 1A	Gas Turbine Serial Number	297826	Generator Serial Number	337X226
Unit 1B		297827		337X227
Unit 1C		297828		337X228
Unit 2A		297829		337X229
Unit 2B		297830		337X230
Unit 2C		297831		337X231
Unit 2D		297832		337X232

Seven PG7241 FA gas turbine - generator packages, as described in greater detail in the Equipment Contract, and including but not limited to the following associated auxiliaries within the Terminal Points:

- Gas Fuel Skid
- Bus Accessory Compartment ("BAC")
- Packaged Electrical Control Cab
- Hydraulic Power Unit
- CO_2 Fire Protection (equipment, not gas)
- LCI - Static Starter (2 total for 7 Covered Units)
- EX 2100 Module
- MK VI Computer & I & G
- Water Wash Skid (2 total for 7 Covered Units)

Terminal Points - (up to and including these points provided by GE under the Equipment Contract)

- Inlet connection on the accessory module.
- Cooling water inlet & outlet connections on the accessory module & generator.
- Air inlet connection to the Compressor Bell Mouth.
- The flex leads on the output end of the generator including the generator collector rings.
- Outlet flange of the hot gas expansion joint at the exhaust transition section of the gas turbine.
- Terminal strip on the CO_2 trip solenoid.

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- Terminal strips on the Packaged Electrical Control Cab for both signal wire and power.
- Demineralized water inlet to Water Wash Skid.
- Terminal strips on Water Wash Skid for both signal wire and power.

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Attachment 1A

Option For Additional Covered Units

The Customer is considering the purchase of four (4) additional PG7241FA gas turbines from GE, as further described in a letter agreement dated April 4, 2001 and with a configuration similar to the Covered Units described under this Agreement. The Parties agree that if the four (4) additional gas turbines are purchased, the Customer has the option to amend this Agreement, to add the four (4) additional gas turbine generator packages at the Facility, subject to an incremental Price increase associated with adding four (4) additional gas turbine generator packages at the same per Covered Unit rates contained in Attachment 4 for the Covered Units, and otherwise under the same terms and conditions contained herein. This option shall expire on December 15, 2001.

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ATTACHMENT 2

GEII SERVICES

General

GEII and Customer agree that the intent of this Agreement is for GEII to provide all necessary Maintenance Services and Parts required to maintain the Covered Units in good working condition so as to maintain availability, reliability, and economy and safety of operation of same. GEII agrees to cooperate with Customer's work order numbering and par accounting systems as currently established and in effect.

As part of the Price to be paid to GEII as described in ATTACHMENT 4, GEII will provide all Planned Maintenance at no additional cost to Customer.

Also, in recognition of the Price to be paid by Customer to GEII as described in Attachment 4, GEII will provide all Unplanned Maintenance per Section 1.2.1 of ATTACHMENT 4:

1.0 **ASSUMPTION VIOLATIONS**

"Assumption Violation" means one (1) or more of the following:

Any operation of a Covered Unit at a Factored Hours/Factored Starts Ratio less than five (5).
Firing temperature: operation at a firing temperature more than zero (0) degrees in excess of the base firing temperature (2420 degF or as otherwise directed at Acceptance as defined in the Equipment Contract).
Any steam or water injection for any purpose.
Any use of a fuel other than natural gas.
Using fuel, water, steam or air which is not in conformance with the relevant specifications contained in the Equipment Contract and included in Attachment 12 hereof.
Customer's failure to materially perform its obligations in this Agreement.

Any work performed by GEII in order to remedy an Assumption Violation shall be performed as Extra Work under this Agreement.

1.2 The Parties assume that no more than four (4) Planned Maintenance Outages, including the Covered Units located at the Facility and units 2 and 3 located at Polk Power Station, will be completed in any one outage season. An outage season is generally defined to be the spring or fall months during an Agreement year. This limitation is due to the assumed number of Parts provided by GEII under this Agreement. If Customer elects to perform more than four (4) Outages during an outage season as described herein, or in shorter intervals which will require more Parts than assumed under this Agreement, GEII will provide any additional Parts as Extra Work in accordance with

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Section 1 of Attachment 5 (Extra Work) of this Agreement, and Customer shall pay in accordance with Attachment 4 of this Agreement. Customer must notify GEII in writing six (6) months prior to any anticipated deviation from the four (4) Outage limitation, and GEII must mutually agree to perform the Planned Maintenance at the Customer's request.

1.3 The Parties anticipate that the original 3rd stage buckets provided as part of the Covered Units under the Equipment Contract must be replaced during the first hot gas path inspection, or at 24,000 Factored Hours or, in the case of starts-based maintenance, 900 Factored Starts, whichever is earlier. The Parties anticipate that the new 3rd stage buckets installed at that time will have a life of 48,000 Factored Hours or, in the case of starts-based maintenance, 1800 Factored Starts. Accordingly, the Parties assume that GEII will not be responsible to replace or repair those new 3rd stage buckets under this Agreement, except as necessary under the provisions of Section 4.0 of Attachment 5 (Warranty) or Section 4.0 of Attachment 2 (Unplanned Maintenance). If such new 3rd stage buckets are not available, or if such new 3rd stage buckets require repairs or replacement at or after 24,000 Factored Hours or, in the case of starts-based maintenance, 900 Factored Starts, during the term of this Agreement, GEII will provide such repairs or replacement Parts as Extra Work, in accordance with Section 1 of Attachment 5 of this Agreement, and Customer shall pay in accordance with Attachment 4 of this Agreement.

2.0 PLANNED MAINTENANCE

2.1 From the CSA Start Date through the CSA End Date for each Covered Unit, GEII shall provide all Maintenance Services and Parts for the Planned Maintenance of the Covered Units. The Planned Maintenance (as defined in Article 1.0 of Attachment 5) to be performed by GEII shall include the work performed as necessary to maintain the Covered Units in good working condition, including the following: (i) gas turbine combustion inspection Outage(s), (ii) gas turbine hot gas path inspection Outage(s), (iii) gas turbine major inspection Outage, and (iv) generator minor and major inspection Outage(s). A general description of the GEII scope of work for each such type of Planned Maintenance inspection is set forth below. It is understood, however, that intervals between Planned Maintenance Outages may be extended (or reduced, as the need may be determined based on future events) and further, that as a result of efforts to extend Planned Maintenance intervals, or other improvements during the term of this Agreement, not every task as listed below may be necessary at each such Planned Maintenance Outage. It is also understood that, if through no fault of the Customer, shorter intervals become necessary for such Planned Maintenance (except in the event of an Assumption Violation which causes a shorter interval), Planned Maintenance on the more frequent recommended schedule is within the scope of GEII's responsibility under this Agreement and will not be cause for additional compensation. It is anticipated that more customized or specific Planned Maintenance scopes will be jointly developed by GEII and the Customer at planning meetings scheduled approximately six (6) months prior to each Planned Maintenance Outage or upon some other mutually agreeable schedule.

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Performance of Planned Maintenance includes planning, site mobilization, disassembly, inspection, component replacement or repair as required, reassembly, demobilization and provision of post-Outage reports. The various systems and/or components of the Covered Units that will be the subject of each particular Planned Maintenance Outage may vary; however, they are generally described as follows:

A Gas Turbine Planned Maintenance

(1) Combustion Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Leading face of first stage nozzle
- Exit of compressor
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the combustion inspection.

(2) Hot Gas Path Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the hot gas path inspection.

(3) Major Inspection

- Combustion hardware
- Fuel nozzles
- Inlet guide vanes
- Fuel, water, gas & other piping
- Exit of compressor
- First, second & third stage nozzles
- First, second & third stage buckets & shroud blocks
- Load coupling
- Compressor blading
- Bearings and oil deflectors
- Casings and joint surfaces

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- Measure & record alignment
- Compressor casing inspection, provided such inspection can be accomplished within the capability of the work force present and during the planned time period of the major inspection.

B Generator Planned Maintenance

(1) Minor Inspection (performed during a Hot Gas Path Inspection)

- Review operating data
- Visually inspect through access covers

(2) Major Inspection (performed during a Gas Turbine Major Inspection)

- Inspect bearings
- Stator winding and support system.
- Field wedges and retaining rings.
- Excitation system.
- Elyptical bearing seals.
- Electrical tests of stator & field
- Polarization index

Planned Maintenance shall be performed at such intervals as may be reasonably required, but in no event shall such intervals exceed those recommended by GEII. GEII and Customer shall mutually agree upon the exact dates for Planned Maintenance Outages.

The following components ("Inspect Only") shall be visually inspected during certain Planned Maintenance Outages, and any repairs or replacements shall be considered Extra Work.

Rotor
Compressor
Shells
Casing

3.0 ASSIGNED TECHNICAL ADVISOR

Approximately six (6) months prior to the anticipated CSA Start Date for the first Covered Unit, and through the CSA End Date for each Covered Unit, GEII shall provide an Assigned Technical Advisor who will serve as a liaison between Customer and GEII, with respect to GEII's performance of this Agreement. The Assigned Technical Advisor will be on site as required during Outages and emergencies, and otherwise at least monthly, and will attend Customer's Outage planning meetings for both Planned Maintenance and Unplanned Maintenance planning and scheduling, and participate in post-Outage reviews with Customer approximately one month following completion of

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each Planned Maintenance and Unplanned Maintenance Outage for presentation and discussion of the related inspection and/or Outage report. Post-Outage reports shall be complete and shall specifically address: (1) for Planned Maintenance, the general condition of major Parts and subsystems as determined by the inspections just completed together with descriptions of all Parts and subsystems repaired or replaced; and (2) for Unplanned Maintenance, a description of the problem(s) which made the Unplanned Maintenance necessary together with a description of the Parts and subsystems repaired or replaced, and (3) for all such Outages, a detailed listing of all materials, Parts, labor and subcontracted services together with the monetary value thereof in such reasonable detail as to facilitate Customer's cost-accounting and the use of Customer's "Workman" program for documentation of work performed. The reports shall include GEII future projections and recommendations for future actions, including future maintenance events and basis for recommendations.

4.0 UNPLANNED MAINTENANCE

From the end of the Equipment Contract warranty period through the CSA End Date for each Covered Unit, GEII shall provide Maintenance Services and Parts for the Unplanned Maintenance per Section 1.3.1 of ATTACHMENT 4, of the Covered Units. Any warranty work required in accordance with Article 4.0 of ATTACHMENT 5 shall not be considered Unplanned Maintenance. Consistent with the Price as set forth in ATTACHMENT 4, Unplanned Maintenance of a Covered Unit arising solely from a failure or cause outside of the Covered Unit(s), shall be Extra Work for which GEII will be compensated on a time and material basis as set forth in ATTACHMENT 4 of this Agreement, or on an agreed-upon lump sum basis or as the Parties shall otherwise mutually agree.

5.0 PARTS

5.1 GEII will provide the Customer an inventory of Initial Spare Parts for the Covered Units as described in ATTACHMENT 2A, which shall be paid for in accordance with ATTACHMENT 4. The Customer shall make the Initial Spare Parts available at no charge for use by GEII in the performance of this Agreement. GEII may draw from all suitable Parts available among the Initial Spare Parts when performing Planned Maintenance and Unplanned Maintenance under this Agreement prior to otherwise furnishing Parts. The Parties agree that Parts shall be shared between Customer's Polk and Bayside Power Stations and be made available for GEII's use in performance of its obligations under this Agreement.

5.2 GEII shall provide all Parts required for Planned Maintenance and Unplanned Maintenance and for warranty work under this Agreement to the extent that such Parts are not available within the Initial Spare Parts inventory, provided however, that if a Part within the Initial Spare Parts inventory is not suitable for use as a result of Customer's failure to store and maintain the Part in general accordance with the published guidelines

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of GEII or its Parent Company, GEII will be compensated as Extra Work for the provision of a Part in lieu of use of the unsuitable inventoried Part.

5.3 GEII may utilize Customer's storage on the Facility site, in a manner reasonably acceptable to Customer, and/or use the services of subsidiaries, subcontractors or affiliates in order, from time to time, to establish or maintain inventories of Parts for possible or anticipated application to the Covered Units. Except for Customer's responsibility for provision of appropriate storage of such Parts, the costs for any such inventory program are included within the Price set forth in ATTACHMENT 4, "PRICING".

5.4 Except for storage of Parts as otherwise set forth in Sections 5.1 through 5.3 above, and except for Customer responsibilities described in ATTACHMENT 3, Customer shall have no obligation to procure and keep available materials or Parts for use by GEII in connection with Planned Maintenance, Unplanned Maintenance and warranty work of the Covered Units. GEII agrees to cooperate with Customer's stores check out systems and procedures so as to facilitate Customer's inventory tracking and accounting systems. Customer shall provide direction and assistance to GEII concerning such systems and procedures.

5.5 The fact that Customer is not obligated to store or make available Parts or materials for GEII's use (other than as set forth in Sections 5.1 through 5.4 above) notwithstanding, Customer may elect to make certain of its materials available for GEII's use. GEII agrees to cooperate with Customer's stores withdrawal systems and accounting requirements, inclusive of documenting each withdrawal with an appropriate par accounting number as assigned by Customer. GEII shall pay Customer's invoices for all such stores withdrawals within fifteen (15) days of receipt by GEII of such invoice(s).

5.6 Use of New Technology

GEII may, from time to time, subject to mutual agreement of the Parties, not to be unreasonably withheld, and in the performance of its scope of work under this Agreement, develop and/or utilize improved Parts which are not commercially available on the Effective Date. It is anticipated that GEII may do so in an effort to extend Parts lives and/or increase the interval between certain Planned Maintenance Outages.

5.7 Use of Commercially Available Technology

GEII shall use reasonable efforts to inform the Customer if a type of Part to be repaired or replaced by GEII during its performance of this Agreement (a "Current Part") is commercially available from GEII in an upgraded design (an "Upgraded Part"). If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply, GEII may elect to supply either the Current Part or the Upgraded Part, provided that if the Upgraded Part is supplied, it shall be supplied at no additional cost to the Customer. If the Current Part is not generally made available for sale by GEII at the

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date of supply and an Upgraded Part is so available, GEII shall supply the Upgraded Part at no additional cost to the Customer. If the Current Part and the Upgraded Part are both generally made available for sale by GEII at the date of supply and GEII elects to use the Current Part, then the Customer may request in writing the Upgraded Part, and, GEII shall supply the Upgraded Part and the Customer shall pay (i) any difference between the standard price of the current Upgraded Part and the standard price of the Current Part it is replacing and (ii) any incremental cost associated with any detrimental impact upon GEII's Planned Maintenance obligations herein and the Availability Guarantee as defined in Attachment 7 (if the Parties agree to add an availability guarantee), which impact shall be quantified and communicated in writing from GEII to Customer prior to the time the Upgraded Part is ordered by GEII at Customer's request.

5.8 Use of Certain Refurbished Parts

In performance of its scope of work under this Agreement, GEII may use Parts which have been previously installed at a power generation facility other than the Facility and subsequently refurbished by GEII. Such refurbished Parts are warranted in accordance with Attachment 5, Section 4.0, Warranty.

6.0 MONITORING AND DIAGNOSTICS SYSTEM

6.1 Monitoring and Diagnostics System (or "M&D System") means a system provided by GE which will be used from time to time by GEII for monitoring and diagnostics of turbine-generator equipment, consisting of hardware, software, and the power answer center (by whatever designation), providing real time monitoring, communication and assessment of equipment condition, problem reporting and corrective action recommendations. GEII shall utilize an M&D System to monitor the Covered Units in accordance with the terms of Attachment 8.

6.2 In consultation with Customer, and at no additional cost to Customer, GEII will provide during the term of this Agreement an M&D System relative to the Covered Units. Provision of the M&D System is subject to the terms between GEII and Customer as set forth in Attachment 8. GEII shall negotiate with said third parties reasonable licensing provisions for the use and application of such software by GEII at Customer's site during the term of this Agreement. Customer access to telephone communication to the power answer center is included.

6.3 GEII's provision of an automated M&D System notwithstanding, the foregoing Sections 6.1 and 6.2 of this ATTACHMENT 2 shall not be construed to limit GEII's obligation to provide traditional, more conventional trouble shooting and diagnostic efforts to the extent necessary to comply with its obligations under this Agreement.

6.4 At Customer's sole option (except in the event that an availability guarantee is added) and at no additional cost to Customer (other than Customer's obligations described in

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Attachment 11), GEII shall also provide performance monitoring and optimization software during the term of this Agreement, subject to the terms described in Attachment 11 of this Agreement.

7.0 ADDITIONAL OBLIGATIONS OF GEII

7.1 Control of the Work: GEII shall be solely responsible for all field performance techniques, sequences, procedures, and safety and quality programs in connection with providing its Parts and Maintenance Services hereunder.

7.2 Subcontractors: Upon prior approval from Customer, GEII may subcontract its work scope in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GEII subcontracting for craft labor services, trailers, cranes and temporary toilet facilities, however, Customer retains the right to restrict access to the Facility in the event that a subcontractor is not approved to work at the Facility, which approval shall not be unreasonably withheld. GEII shall be solely responsible for the engagement, contracting with and management of its subcontractors and, others that GEII has contracted for, in the performance of the work hereunder, and the creation of any subcontractor relationship shall not relieve GEII of its obligations hereunder.

7.3 Employment Practices. GEII and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, and general terms and conditions of employment. GEII agrees to post, in conspicuous places available to employees and applicants, employment notices setting forth the policies of nondiscrimination and shall state, in all publications soliciting applicants for employment, that all qualified applicants receive consideration for employment without regard to race, religion, color, sex, national origin, or age. GEII shall itself comply and shall cause its subcontractors to comply with applicable nondiscrimination and equal opportunity laws and regulations.

7.4 Technical Information GEII shall submit to Customer for review and comment technical information for all changes to Customer's Covered Units which may be recommended by GEII in connection with this Agreement. Customer shall not be obligated to expend dollars to implement these changes as a requirement of this Agreement; provided however, that in the event such changes are recommended, the Parties shall mutually agree on the implementation thereof.

7.5 Liens. GEII agrees that it shall keep Customer's Facility free from all liens on account of Parts and Maintenance Services and warranty work as set forth in accordance with Article 4.0 of ATTACHMENT 5, provided pursuant to this Agreement and shall cause any lien

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asserted against the same by its suppliers and subcontractors and employees to be discharged within thirty (30) days of its assertion, provided such liens do not arise out of Customer's failure to pay amounts not in good faith dispute under this Agreement. All payments made under this Agreement shall be made in accordance with the Mechanics Lien Statute, Chapter 713, Florida Statutes. The Customer may require appropriate lien releases and waivers and affidavits from GEII with respect to the Parts and Maintenance Services prior to making any partial or final payments.

7.6 Responsibility for those performing work: GEII shall be responsible to the Customer for the acts and omissions of all its employees and subcontractors, their agents and employees and all other persons performing any of the work under this Agreement.

7.7 Safety: GEII shall comply and shall cause its subcontractors entering upon the Customer's site to comply as a minimum with Customer's Site and Safety Requirements as set forth in ATTACHMENT 6 of this Agreement. GEII shall also comply with Customer's Project Safety Management ("PSM") program at the site.

8.0 TIME OF DELIVERY/PERFORMANCE

The intent of this Agreement is, in part, to provide timely availability of Parts and Maintenance Services so as to: (1) avoid to the extent possible the unavailability of the Covered Units, and (2) when not possible to avoid such unavailability, to minimize the duration of said unavailability. Accordingly, the Parties will cooperate to make available at the Facility all Parts and Maintenance Services necessary for Planned Maintenance as needed to support the Planned Maintenance Outage. For Unplanned Maintenance, the Parties will cooperate to make all necessary materials, parts and personnel available at the Facility as quickly as reasonably possible. GEII shall, consistent with the terms of this Agreement, expeditiously perform its work under this Agreement so as to minimize any period of Covered Units unavailability.

Premium labor costs for overtime efforts in connection with Planned Maintenance performed in accordance with the then-current Planned Maintenance schedule and for Unplanned Maintenance as the need may arise, are included in the Price set forth in ATTACHMENT 4 of the Agreement, however, in the event that Customer directs GEII to perform Planned Maintenance on an overtime basis, for Customer's convenience or to accelerate the previously agreed-upon schedule, GEII shall be entitled to recover actual premium differentials in addition to that portion of the Price applicable to the subject work.

In the instance of an Unplanned Maintenance Event, GEII and the Customer shall mutually agree upon a schedule within seventy-two (72) hours of oral notification from Customer to complete the scope of work required to return the Covered Unit(s) to service as quickly as possible, to the extent as can be determined at the time the schedule is established. Such schedule shall identify a planned date for the Covered Unit(s) to be

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mechanically complete and ready for being placed In-Service. GEII agrees to pay liquidated damages of $10,000.00 per day per Covered Unit involved in the Unplanned Maintenance Event, for each full day after the aforementioned scheduled date that such Covered Unit(s) is not ready for being placed In-Service, subject to the provisions of ATTACHMENT 3 (Customer Responsibilities) and Article 6.0 of ATTACHMENT 5 (Excusable Delays). Any liquidated damages shall be paid by GEII within thirty (30) days from invoice by Customer and shall be limited to payment for a maximum of ten (10) calendar days per event. In the event of failure of GEII to make Parts available or perform Maintenance Services such that the ten (10) day cap is exceeded, the Customer shall be entitled to terminate the Agreement pursuant to Section 9.3 (c), of ATTACHMENT 5 in addition to the liquidated damages as set forth herein. The liquidated damages and termination rights provided herein shall be in lieu of, and shall, when credited, relieve GEII from all liability and any other damages incurred by Customer for GEII's failure to meet the mutually agreed upon Unplanned Maintenance Event Outage schedule. The foregoing liquidated damages shall constitute Customer's sole and exclusive remedy for GEII's failure to meet the mutually agreed Unplanned Maintenance Event Outage schedule.

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ATTACHMENT 2A

Initial Spare Parts

Gas turbine capital spare Parts below will be shipped between December 1 and December 31, 2001, and be paid for in accordance with Attachment 4. Initial Spare Parts, excluding capital spare Parts below, will be shipped approximately six (6) months prior to the first CSA Start Date, and be paid for in accordance with Attachment 4.

DESCRIPTION	QUANTITY
Initial Spare Parts excluding capital spare Parts:	
Gas turbine operational spare Parts	(quantity as described in the list included below)
MSD spare Parts	(quantity to be determined and mutually agreed at a later date, and amount equal to $1,400,000)
Mark VI, generator, and excitation spare Parts	(quantity as described in the list included below)

Gas turbine capital spare Parts:

Combustion liners and cap assembly	1 set
Transition pieces assembly	1 set
Fuel nozzle assembly	1 set
First stage bucket assembly	1 set
Second stage bucket assembly	1 set
Third stage bucket assembly	1 set
First stage nozzle assembly	1 set
Second stage nozzle assembly	1 set
Third stage nozzle assembly	1 set
First stage shroud	1 set
Second stage shroud	1 set
Third stage shroud	1 set

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Tampa Electric Company

Bayside Station

Initial Spares (excluding Capital Spares)

INSPECTION	INSPECTION / PARTS	SETS	UNIT PRICE	SUB-TOTAL
	GT Operational Spares	1	$ 192,825.86	$ 192,825.86
	Controls (Mark VI)	1	$ 288,616.20	$ 288,616.20
	Generator Consumables	1	$ 7,078.83	$ 7,078.83
	Generator Maintenance	1	$ 5,423.56	$ 5,423.56
	Excitation	2	$ 146,414.39	$ 292,828.78
	MSD Spares	1		$ 1,400,000.00
	LCI Spares	1	$ 171,337.00	$ 171,337.00
	Total			$ 2,358,110.23

***Note, this pricing is applicable for GEII's obligations for Initial Spare Parts (excluding capital spare Parts), as further described in Section 1.1 of Attachment 4 (Pricing).

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List Total:
$192,825.86

GT Turbine Operationals

LINE ITEM	PART NAME	PART DESCRIPTION	CYC	QTY	LINE PRICE
1	QUILL	INST ARR, BRG#1, QUILL	8	1	$839.21
2	PROXIMITOR	INST ARR, BRG#1, PRXMTR (39VS12)	4	1	$429.51
3	PROXIMITOR	INST ARR, BRG#1, PRXMTR (39VS11)	4	1	$429.51
4	PROXIMITOR	INST ARR, BRG#1, PRXMTR (77RP11)	4	1	$429.51
5	PROXIMITOR	INST ARR, BRG#1, PRXMTR (96VC12)	4	1	$429.51
6	PROXIMITOR	INST ARR, BRG#1, PRXMTR (96VC11)	4	1	$429.51
7	EXTENSION	INST ARR,BRG #1, VIB DET EXT 96VC12	8	1	$273.00
8	EXTENSION	INST ARR,BRG #1, VIB DET EXT 96VC11	8	1	$273.00
9	EXTENSION	INST ARR,BRG #1,VIB DET EXT 39VS11	8	1	$273.00
10	EXTENSION	INST ARR,BRG #1,VIB DET EXT 39VS12	8	1	$273.00
11	EXTENSION	INST ARR,BRG #1,VIB DET EXT 77RP11	8	1	$273.00
12	EXTENSION	INST ARR,BRG #2, VIB DET EXT 39VS21	7	1	$253.00
13	EXTENSION	INST ARR,BRG #2, VIB DET EXT 39VS22	7	1	$253.00
14	PROXIMITOR	INST ARR, BRG#2, PRXMTR (39VS22)	4	1	$429.51
15	PROXIMITOR	INST ARR, BRG#2, PRXMTR (39VS21)	4	1	$429.51
16	BEARING	STOP/ SPEED RATIO VALVE, LINED BEARING	10	2	$122.00
17	KEY	STOP/ SPEED RATIO VALVE, TAPER KEY	10	1	$48.60
18	PACKING	STOP/ SPEED RATIO VALVE, PACKING RING	10	1	$15.50
19	PACKING SET	STOP/ SPEED RATIO VALVE, PACKING SET	10	1	$34.80
20	PIN	STOP/ SPEED RATIO VALVE, GROOVE PIN	10	1	$9.30
21	REPAIR KIT	STOP/ SPEED RATIO VALVE, REPAIR KIT	10	1	$1,082.00
22	SPARES KIT	STOP/ SPEED RATIO VALVE, ACTUATOR	10	1	$6,697.00
23	GASKET	STOP/ SPEED RATIO VALVE, GASKET	10	1	$42.10
24	GROOVE PIN	STOP/ SPEED RATIO VALVE, GROOVE PIN	10	1	$5.20
25	PLUG STEM	STOP/ SPEED RATIO VALVE, PLUG STEM	10	1	$571.00
26	PLUG VALVE	STOP/ SPEED RATIO VALVE, PLUG VALVE	10	1	$2,172.00
27	REPAIR KIT	STOP/ SPEED RATIO VALVE, REPAIR KIT	10	1	$147.00
28	SEAT / LINER	STOP/ SPEED RATIO VALVE, SEAT / LINER	10	1	$4,555.00
29	SPARES KIT	STOP/ SPEED RATIO VALVE, ACTUATOR	10	1	$4,234.00
30	WASHER-LCK	SRVO&DRV ARR, VAR IGV, LCKWSHR	3	4	$50.72
32	O-RING	ACTUATOR ASM,HYD-VAR IGV,O-RING	3	2	$25.20
33	VALVE	TRNSDCR ARR, CHECK VALVE	17	3	$1,749.00
34	VALVE	SNSR ARR, INL/EXH, VLV, 3-WAY VALVE	7	3	$828.45
35	CONNECTOR	TC ARR,REMOVBL,CONNECTOR, TTIB1	8	1	$22.83
36	CONNECTOR	TC ARR,REMOVBL,CONNECTOR, TTIB2	8	1	$22.83
37	MANIFOLD	FL GS FLW MEAS SYS,MTR TB 5-VLV MFD	11	0	$0.00
38	SIGHT	PP LO FD&DRN, SIGHT INDICATOR-LO	9	1	$348.97
40	VLV-BUTTERFLY	PP ARR,CLG&SLG,VLV,AE-10	14	2	$8,937.60
41	VALVE	PP AR, CLNG WTR -TRB CSE, PURGE VLV	11	1	$33.60
42	VLV-BALL	PP AR, CLNG WTR, BALL VLV, SHUT OFF	14	0	$0.00
43	VLV-BALL	PP AR, CLNG WTR, BALL VLV, SHUT OFF	14	0	$0.00
44	VLV-BALL	FLS STRT DRN, BALL VLV	14	0	$0.00
45	VLV-BALL	FLS STRT DRN, BALL VLV	14	0	$0.00

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46	VLV-BALL	FLS STRT DRN, BALL VLV	14	0	$0.00
47	NOZZLE	CMPR WSH, W WSH NZL ASM-ON-LINE-FWD	12	2	$918.88
48	NOZZLE	CMPR WSH, W WSH NZL ASM-ON-LINE-AFT	9	2	$796.16
49	VLV-NEEDLE	CMPRSR WSH, DRAIN VALVE	11	0	$0.00
50	NOZZLE	PP AR,FIR PRTCTN,NZZL,.156 ORFC DIA	11	1	$59.18
51	VLV-BALL	PPG ARR, INLT PLNM DRN, VLV,WTR DRN	12	0	$0.00
52	PROBE	PRFM MNTR SYS TUBING ARR, PROBE	10	1	$199.24
53	VALVE	CONT-13 OR 9 STG EXT	5	1	$7,564.20
54	VALVE	VLV, REG-FALSE STRT DRN (VA17)	14	2	$3,081.12
55	LEAD	CND, FLD WRNG, SPRK PLG LEAD	18	4	$2,955.96
56	LEAD	IGNITION SYS, LEAD, SPRK PLG	18	4	$2,955.96
57	EXCITER	IGNITION SYS, EXCITER (95SG)	26	2	$10,324.00
58	ASM-SPARK PLUG	SPRK PLG ASM	18	6	$37,056.60
59	WIRE-LOCK	SENSOR ARR, VBRTN, WIRE-LOCK	15	2	$43.38
60	WASHER-LCK	SENSOR ARR,VBRTN,WSHR,SNSR MTG WSHR	9	8	$10.08
61	SCREW-CAP	SENSOR ARR,VBRTN,SCRW,SNSR MTG SCRW	8	8	$51.52
62	WASHER-LCK	SENSOR ARR,VBRTN,WSHR,SNSR MTG WSHR	9	8	$10.08
63	SCREW-CAP	SENSOR ARR,VBRTN,SCRW,SNSR MTG SCRW	8	8	$51.52
64	VALVE-SOL	CMPRSSR BYP OR BLD OR BLWOF SOL VLV	14	1	$3,956.06
65	VALVE	TB(CPRSR)WSH WI SOL(MTR) VLV-OFF-LN	7	1	$1,787.10
66	VALVE	TRB(CPRSR)WSH WI SOL(MTR)VLV-ON-LNE	8	1	$1,885.80
67	HEATER	SPACE HEATER TURB COMPT	12	0	$0.00
68	HEATER	SPACE HEATER TURB COMPT	12	0	$0.00
69	SWITCH	SWITCH, TURB COMPT TEMP	9	0	$0.00
70	THERMOSTAT	TURBINE COMPARTMENT THERMOSTAT	9	0	$0.00
71	SENSOR	SENSOR ARR, VBRTN, SENSOR	14	1	$1,287.72
72	SENSOR	SENSOR ARR, VBRTN, SENSOR	14	1	$1,287.72
73	SENSOR	VIBRATION SENSOR TURBINE	14	1	$1,287.72
74	SENSOR	VIBRATION SENSOR TURBINE	14	1	$1,287.72
75	PROBE	VIBRATION SENSOR (NON-CONTACTING)	9	1	$202.00
76	PROBE	VIBRATION SENSOR (NON-CONTACTING)	9	1	$202.00
77	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
78	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
79	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
80	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
81	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
82	DETECTOR	FIRE DETECTOR-TURBINE COMPARTMENT	24	1	$429.00
83	DETECTOR	COMBUSTIBLE GAS DTCTR - TURB COMPT	20	1	$1,429.00
84	DETECTOR	COMBUSTIBLE GAS DTCTR - TURB COMPT	20	1	$1,429.00
85	SW-PRESS	EXHAUST DUCT PRESSURE HIGH SWITCH	10	1	$299.25
86	SW-PRESS	EXHAUST DUCT PRESSURE HIGH HIGH	10	1	$299.25
87	SW-PRESS	EXHAUST DUCT PRESSURE HIGH HIGH	10	1	$299.25
88	PICKUP	HIGH PRESS SET MAGNETIC PCKUP(OVSP)	11	1	$138.86
89	PICKUP	HIGH PRESS SET MAGNETIC PCKUP(OVSP)	11	1	$138.86
90	PICKUP	HIGH PRESS SET MAGNETIC PCKUP(OVSP)	11	1	$138.86
91	PICKUP	HIGH PRESS SET MAG PICKUP-SPEED	11	1	$138.86
92	PICKUP	HIGH PRESS SET MAG PICKUP-SPEED	11	1	$138.86
93	PICKUP	HIGH PRESS SET MAG PICKUP-SPEED	11	1	$138.86
94	VLV-SERVO	TURB INLET GUIDE VANE SERVO VALVE	15	4	$9,996.00
95	SENSOR	(RELATIVE)HUMDTY,(FROST POINT)DTCTR	14	1	$6,115.00
96	TRANSMITTER	BAROMETRIC PRESSURE TRANSMITTER	12	1	$1,383.90
97	TRANSMITTER	BAROMETRIC PRESSURE TRANSMITTER	12	0	$0.00
98	TRANSMITTER	BAROMETRIC PRESSURE TRANSMITTER	12	0	$0.00
99	TRANSMITTER	TRB CMPR INLT BLMTH DIFF PR TRNSMTR	12	1	$2,562.00

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100	TRANSMITTER	INLET AIR TOTAL PRSSR TRNSMTTR	9	1	$2,469.00
101	TRANSMITTER	EXHAUST PRESSURE TRANSMITTER	9	1	$2,400.30
102	TRANSMITTER	FUEL GAS FLOW ORIFICE DIFF PRESSURE	12	1	$2,696.57
103	TRANSMITTER	FUEL GAS FLOW ORIFICE DIFF PRESSURE	12	1	$2,562.00
104	TRANSMITTER	FUEL GAS FLW ORFC UPSTRM PRS XMTR	12	1	$1,554.67
105	TRANSDUCER	TURB INLET GUIDE VANE LVDT	7	1	$1,747.54
106	TRANSDUCER	TURB INLET GUIDE VANE LVDT	7	1	$1,747.54
107	TRANSMITTER	SHAFT AXIAL POS TRANSMITTER, BRNG 1	8	1	$660.45
108	TRANSMITTER	SHAFT AXIAL POS TRANSMITTER, BRNG 1	8	1	$660.45
109	THERMOWELL	CONTROL ARRGT INLET HTG THERMOWELL	10	1	$117.00
110	TRANSMITTER	CONTROL ARRGT INLET HTG TRANSMITTER	19	1	$1,549.97
112	VLV-BALL	PP ARR, LO FLSH-FLD, BALL VALVE	7	1	$434.70
113	VLV-BALL	PP ARR, LO FLSH-FLD, BALL VALVE	8	1	$15.86
179	VLV-BLEED	COMPRESSOR BLEED VLV	5	1	$7,564.20
180	VLV-BLEED	COMPRESSOR BLEED VLV	5	1	$7,564.20
181	VLV-BLEED	COMPRESSOR BLEED VLV	5	1	$7,564.20
182	VLV-BLEED	COMPRESSOR BLEED VLV	5	1	$7,564.20

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List Total: $288,616.20

Mark VI TMR Spares

LINE ITEM	PART NAME	PART DESCRIPTION	CYC	QTY	LINE PRICE
1	CRITICAL	2AG FUSE 1.5A,250V	6	10	$30.00
2	CRITICAL	DIODE MOD,1200V-45A,SKKD46/12	5	2	$100.00
3	CRITICAL	FUSE(SLO-BLO) 3.15A 5X20MM	6	2	$2.20
4	CRITICAL	FUSE (5 A)	7	10	$40.00
5	CRITICAL	FUSE (1.5A)	6	10	$40.00
6	CRITICAL	FUSE (15A)	7	10	$40.00
7	CRITICAL	FUSE 5 A	7	10	$60.00
8		37 CONDUCTOR CABLE, 10 FT LONG	13	1	$299.00
9		37 CONDUCTOR CABLE, 11 FT LONG	13	1	$303.00
10		37 CONDUCTOR CABLE,12FT LONG	13	1	$306.00
11		37 CONDUCTOR CABLE, 8FT LONG	11	1	$308.00
12		37 CONDUCTOR CABLE, 9FT LONG	12	1	$311.00
13	CRITICAL	CAPACITOR,FIXED,ELECTROLYTIC	12	2	$238.00
14	CRITICAL	RELAY, DPDT, SEALED, NO LAMP	9	4	$52.00
15		30A FILTER	11	2	$514.00
16	CRITICAL	TC2000 AC/DC CONV. BD.	8	2	$14,818.00
17	CRITICAL	FAN, 24VDC W/STAB CONNS	13	2	$126.00
18		TERM. BOARD, ANALOG INPUT	9	2	$7,966.00
19		TERM BOARD, ANALOG OUTPUT	10	2	$5,878.00
20		TERMINATION BD., CONTACT INPUT	9	2	$7,246.00
21		THEROCOUPLE TERMINAL BOARD	11	2	$9,460.00
22		TERMINATION BD., PROTECTIVE	11	2	$11,766.00
23	CRITICAL	TERM. BD., TRIP EMER. GAS	9	2	$10,274.00
24	CRITICAL	TERMINATION BD., RELAY	9	2	$7,612.00
25	CRITICAL	TERM. BD., TRIP PRIMARY GAS	9	2	$8,138.00
26	CRITICAL	MARK VI, RTD TERMINAL CARD	21	2	$7,440.00
27		TERMINATION BD., SERVO	21	2	$8,150.00
28		TERMINATION BD., TURBINE	9	1	$4,315.00
29		TERMINATION BD., VIBRATION	11	1	$4,661.00
30	CRITICAL	VME ANALOG I/O	13	2	$11,168.00
31	CRITICAL	VME ANALOG OUTPUT CARD	21	2	$12,852.00
32	CRITICAL	CONTACTS IN, RELAYS OUT	11	3	$17,649.00
33	CRITICAL	MARK VI, VME RTD CARD	13	2	$12,232.00
34	CRITICAL	VME SERVO CARD, DRIVER	21	2	$12,408.00
35	CRITICAL	MARK VI THERMOCOUPLE CARD	11	2	$12,764.00
36	CRITICAL	VME TURBINE CARD, SPEED	21	2	$11,312.00
37	CRITICAL	VME VIBRATION CARD	13	2	$12,318.00
38	CRITICAL	POWER SUPPLY, MARK VI, RK MTD	29	2	$19,378.00
39	CRITICAL	UC2000/VME P233/1 GENIUS 10B-T	12	2	$25,446.00
40	CRITICAL	VME COMMUNICATIONS ASSM.	18	2	$14,216.00
41	CRITICAL	VME PROTECTION ASSEMBLY	15	2	$16,374.00
42		MOV	4	2	$6.00

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List Total: $171,337.00

UC Type LCI

LINE ITEM	PART DESCRIPTION		CYC	QTY	LINE PRICE
1	RC NTWK .5 MFD,220 OHMS		7	1	$11.00
2	RES 180 5% 2W M/FILM		14	1	$11.00
3	RES 2.2 5% 1W CARBON		12	1	$11.00
4	4.7 OHMS 5% 1W RESISTOR		8	1	$11.00
5	COOLING FAN,115V,50/60HZ		13	1	$111.00
6	UC2000 KEYBOARD & DECAL		11	1	$666.00
7	FERRITE ASM.		16	3	$2,877.00
8	TOOL 77MM SCR SUPPORT		6	5	$90.00
9	TOOL-SCR REMOVAL		8	1	$639.00
10	FILTER CARTRIDGE(AMETEK)		11	2	$106.00
11	FILTER WRENCH(AMETEK)		6	1	$14.00
12	PS 5V/24V/+&-12V/+&-15V LAMBDA		14	1	$3,382.00
13	SWITCH		10	1	$1,227.00
14	PINCER TOOL		4	1	$107.00
15	MONITOR		7	1	$2,669.00
16	SENSOR		7	1	$1,088.00
17	TEMP SWITCH 155/175 DEG. F		6	1	$1,875.00
18	XFMR,CURRENT 2500:1		13	1	$1,290.00
19	FUSE 1 A		4	2	$12.00
20	DEIONIZER UNIT (NO CARBON)		9	1	$1,959.00
21	HIGH POWER RESISTOR, 10RK OHM		8	10	$2,730.00
22	HIGH POWER RESISTOR 10K OHM		0	10	$2,810.00
23	HIGH POWER RESISTOR, 13.5 OHM		8	10	$2,490.00
24	PUMP 3HP 460V 5.06"IMPLR 50C		11	1	$2,881.00
25	SCR KIT,77MM,4400PRV		15	5	$11,220.00
26	BLEEDER RES.		12	1	$69.00
27	BLEEDER RES.		12	2	$1,158.00
28	66 OHM RESISTOR		13	1	$3,212.00
29	14 OHM RESISTOR		13	2	$5,800.00
30	CAPACITOR ASSEMBLY		4	1	$159.00
31	R.25W 150 (BN,GN,BK,BK-BN)		13	1	$8.00
32	R.25W 2.21M (RD,RD,BN,YW-BN)		13	1	$8.00
33	CAP 1.2 2000V		13	3	$327.00
34	CAPACITOR		12	1	$271.00
35	AC LINE FILTER		9	3	$1,419.00
36	UD TRANS HFBR-4513		13	1	$4.00
37	UD TRANS HFBR-4513		13	1	$4.00
38	FUSE 10A 600V		6	6	$138.00
39	FUSE 15A 600V		6	2	$20.00
40	FUSE 25A 600V DUAL ELEMENT		6	2	$26.00
41	FUSE SWITCH		7	2	$482.00
42	ARCNET CARD		5	1	$1,132.00
43	USE DS200ADMAH1AAA	ANALOG TO DIG.MODU	0	1	$6,812.00

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44	ADMA TERMINAL BOARD		5	1	$5,849.00
45	USE DS200DSPCH1ADA	DSP DRIVE CONTROL	0	1	$8,770.00
46	USE DS200FCGDH1ABA	LCI CONTROL & GATI	0	1	$7,242.00
47	CURRENT SENSING INTERFAC		5	1	$2,765.00
48	LCI GATE PULSE AMPLIFIER		5	2	$15,372.00
49	HIGH VOLTAGE GATE INTERF		5	5	$13,145.00
50	NEXT GENERATION LCI ATTE		5	1	$4,760.00
51	VME P2 BACKPLANE FOR LCI		5	1	$6,486.00
52	USE DS215UCVBG1AF	UC2000/VME P133/1	0	1	$12,121.00
53	UDSAG1 & FW		8	1	$5,091.00
54	UPLAG1 & FW		8	1	$5,813.00
55	MKIV ADAPTER DISTRIBUTION CARD		7	1	$2,645.00
56	POTTED-RELAY COIL 115/120VAC		11	1	$1,260.00
57	I/O BLOCK 24/48VDC POWER		6	1	$1,124.00
58	I/O BASE, BARRIER TYPE		7	1	$141.00
59	GENIUS FIELD PROCESSOR		5	1	$407.00
60	115VAC INPUT CARD 16 PT		8	1	$247.00
61	CARD RELAY 2 AMP 8 PT		10	2	$392.00
62	MINI/CONVERTER KIT W/6'CABLE		5	1	$263.00
63	RELAY CONTACT 2NO2NC		5	2	$26.00
64	RELAY		5	1	$22.00
65	SURGE SUPPRESSOR RC-AC		5	1	$9.00
66	STARTER 18A W/ACCESSORIES		6	1	$522.00
67	FUSE 25A 3200VAC W/TRIP IND		8	10	$6,110.00
68	FUSE 25A 5500VAC W/TRIP IND		8	6	$3,246.00
69	PS 24V PHOENIX		8	1	$192.00
70	CB 30A 600V SPECTRA SF25		6	1	$788.00
71	CKT BKR 60A 600VAC SPECTRA		6	1	$654.00
	SPACE HEATER 250W 240V		5	1	$119.00
	RLY 2O/2C 110/50HZ 120/60HZ		7	1	$67.00
	VARISTOR		12	2	$1,956.00
	1400 VOLT VARISTOR		13	2	$1,064.00
	MOV		12	2	$1,064.00
	MOV		12	1	$245.00
	WWG/SWITCH LIQUID LEVEL		4	1	$24.00

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Generator Consumable

List Total $7,078..

LINE ITEM	PART NAME	PART DESCRIPTION	CYC	QTY	LINE PRICE
1	BAL. WEIGHT/GEN (4.00 OZ)	COMPLETE FIELD	22	6	$321.4
2	BAL. WEIGHT/GEN (5.00 OZ)	COMPLETE FIELD	22	20	$1,080.0
3	CARB BRUSH	SPARES LIST	15	72	$1,449.3
4	CARBON BRUSH (W/PIGTAIL)	GROUND BRUSH RIGGING	13	2	$106.0
5	COOLER SEAL RING	7FH2 COOLER SEAL KIT	10	1	$1,029.0
6	GASKET	GENERATOR FINAL ASSEMBLY	6	2	$133.5
7	GASKET	COLL HSG ASSY	3	120	$50.4
8	GASKET	COLL HSG ASSY	15	3	$30.0
9	GASKET	COLL HSG ASSY	6	1	$29.0
10	GASKET	DEVN-KIT #2 MISC PARTS	6	4	$204.0
11	GASKET	STATOR PIPE HARDWARE	6	4	$6.3
12	GASKET	STATOR PIPE HARDWARE	6	2	$18.0
13	GASKET	SPL PPG HDWARE	3	2	$4.0
14	GASKET	SPL PPG HDWARE	6	1	$18.6
15	GASKET	SPL PPG HDWARE	6	1	$22.1
16	GASKET	SPL PPG HDWARE	4	1	$28.6
17	GASKET	SPL PPG HDWARE	6	1	$22.1
18	GASKET 2" 150#	STATOR PIPE HARDWARE	6	1	$2.84
19	GASKET*A12C	COOLER SEALS	6	3	$200.34
20	GASKET-EDGE SEAL	7FH2 SHIP fIG SUPT,GASKETS	8	6	$91.56
21	LOCK PLATE	7FH2 MAIN BODY FANS	6	48	$470.40
22	LOCK PLATE B8A3X	BRUSH RIGGING ASSY	7	16	$68.80
23	LOCKPLATE	DEVN-KIT #2 MISC PARTS	8	2	$29.40
24	LOCKPLATE	DEVN-KIT #2 MISC PARTS	7	2	$161.70
25	LOCKPLATE	7FH2 COLLECTOR FANS	9	26	$129.22
26	SEAL	COLLECTOR HSNG SUB ASSY	10	16	$41.12
27	SET SCREW	COMPLETE FIELD	4	32	$220.80
28	SET SCREW	COMPLETE FIELD	6	1	$14.40
29	WEIGHT BAL -510V00-	COMPLETE FIELD	4	4	$637.56
30	WEIGHT BAL -526V02-1	COMPLETE FIELD	19	1	$44.00
31	WEIGHT BAL -526V04 2ARGO	COMPLETE FIELD	22	6	$414.00

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Generator Maintenance

List Total: $5,423.5(

LINE ITEM	PART NAME	PART DESCRIPTION	CYC	QTY	LINE PRICE
1	BOLT, FAN BLADE	7FH2 MAIN BODY FANS	6	0	$0.0(
2	BRUSH HOLDER-41 Q12- ARGO	MONITOR BRUSH RIGGING	10	1	$193.0(
3	BRUSH HOLDER-SINGLE	BRUSH RIGGING ASSY	10	12	$3,347.16
4	COLLECTOR RING INSULATION	KIT #1 W&P 7FH2	9	0	$0.00
5	DEFL OIL-INN-41 11-	ASM END SHLD-510Q00-	16	0	$0.00
6	DEFL,OIL-MID-517T03-1ARGO	ASM END SHLD-510Q00-	12	0	$0.00
7	DEFL,OIL-OUT-42 Q11- ARGO	ASM END SHLD-510Q00-	12	0	$0.00
8	GAS RTD	COLL HSG ASSY	9	0	$0.00
9	GAS RTD ELEMENT	WOUND STA 7FH2 CW/LCR	7	0	$0.00
10	H2 SEAL RINGS (AIR-STL)	GENERATOR FINAL ASSEMBLY	11	0	$0.00
11	H2 SEAL RINGS (GAS-STL)	GENERATOR FINAL ASSEMBLY	11	0	$0.00
12	HEATER COLL HSG & BASE	COLL HSG ASSY	10	0	$0.00
13	INSULATED TERMINAL	DEVN-KIT #2 MISC PARTS	7	0	$0.00
14	PRESS SWITCH	(63QT)BLK&PORTING VLV ASM	10	2	$1,014.00
15	RET RING INSULATION	ROTOR ASSY	9	0	$0.00
16	STRIP HEATER-750W/480V	HEATER WIRING	6	6	$869.40
17	TERMINAL	DEVN-KIT #2 MISC PARTS	8	0	$0.00
18	THERM, BRG DRAIN-DUAL	SHIP LOOSE MATERIAL	7	0	$0.00
19	THERMOCOUPLE-41 508 0ARGO	E.S. ASM & LINING C.E.	7	0	$0.00

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List Total: $146,414.39

Generator Excitation

LINE ITEM	PART DESCRIPTION	CYC	QTY	LINE PRICE
1	REACTOR	15	1	$195.00
2	REACTOR IRON CORE	8	1	$460.00
3	TERMINATOR (93 OHMS)	10	1	$30.00
4	SCR ASM KIT, 53MM,4200V,800A	6	1	$2,069.00
5	SILCO-5 (CSG) CARD	9	1	$3,808.00
6	ZENER 100V 50W 10%	14	1	$122.00
7	RES-10W-WIRE-WOUND	10	1	$14.00
8	RES-10W-WIRE-WOUND	12	1	$9.00
9	RESISTOR	10	1	$13.00
10	CAP-ELECTROLYTIC	23	1	$41.00
11	CAPACITOR	11	1	$240.00
12	METAL OXIDE VARISTOR	15	1	$3.00
13	DIODE	10	1	$16.00
14	DIODE	9	1	$68.00
15	DIODE	9	1	$16.00
16	RECTIFIER BRIDGE	15	1	$12.00
17	DIODE	15	1	$8.00
18	METAL OXIDE VARISTOR	12	1	$35.00
19	RESISTOR	11	1	$79.00
20	SWITCH	8	1	$496.00
21	ARCNET CARD	7	1	$1,132.00
22	CONTACTOR PILOT CARD	7	1	$2,249.00
23	DE-EXCITATION CONTROL	7	1	$5,662.00
24	POWER SUPPLY CARD	7	1	$4,905.00
25	25KHZ GATE DRIVER POWER	7	1	$5,873.00
26	DC2000 PWR CONN	7	1	$2,859.00
27	SIGNAL CONDITIONER	7	1	$4,193.00
28	RELAY CARD	7	1	$4,526.00
29	GND DETECTOR OSC	9	1	$4,619.00
30	FIELD GND.DECT. BI	7	1	$4,249.00
31	LGH 5 RES	9	1	$132.00
32	RELAY, 3PDT, PLUG-IN, 24 VDC	11	1	$86.00
33	SPACE HEATER 250W 240V	4	1	$74.34
34	FUSE 30A,600V KTKR	6	3	$63.00
35	ARC CHUTE ASM	12	1	$2,840.00
36	B/O COIL & STAT CONT ASM	12	1	$1,971.00
37	ARC TIP (MOVEABLE) ASM.	12	1	$188.00
38	CARD I/O TB	7	1	$5,001.00
39	CAPACITOR 5MF 2000VAC	15	1	$103.00
40	RES 200K 5% 50W WW	13	1	$56.00
41	LINE PROTECTION CARD	7	1	$3,042.00
42	LED GRN 5V 330 OHM	17	1	$17.00
43	LED RED 5V 330 OHM	17	1	$17.00

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44	LED YEL 5V 330 OHM	11	1	$17.00
45	RES 220K 5% 2W FILM	8	1	$3.00
46	RESISTOR 25 OHM 500W	14	1	$124.00
47	2500A SWITCH 3POLE	12	1	$10,830.75
48	COIL	18	1	$426.00
49	UC2000 KEYBOARD & DECAL	16	1	$666.00
50	30-OHM TERMINATOR	15	1	$70.00
51	CAPACITOR ASSEMBLY	6	1	$159.00
52	UDSAG1 & FW	10	1	$5,091.00
53	UPLAG1 & FW	10	1	$5,813.00
54	MOV 510V RMS/700J/675VDC	15	1	$156.00
55	RESISTOR 7 OHM/40W	12	1	$35.00
56	SPRING	12	5	$15.00
57	FILTER 16X20X1 640CFM	7	1	$17.00
58	FILTER, 14X20X1	10	2	$38.00
59	SHUNT ASM	20	1	$301.00
60	STATIONARY CONTACT	12	10	$40.00
61	STATIONARY CONTACT	12	10	$40.00
62	MOV CONT SPRING	10	4	$80.00
63	MOVABLE CONTACT	12	10	$40.00
64	ARM SPRING	12	4	$188.00
65	HV THERMOSTAT	20	1	$69.00
66	SPRING	12	10	$350.00
67	LGH 5 RES	9	1	$88.00
68	FAN, 24VDC, 35CFM	15	1	$131.00
69	FUSE 1 A	6	1	$6.00
70	ACDC2000 TERMINAL BOARD	7	1	$4,809.00
71	ARCNET-ACT HUB LAN DRVR	28	1	$1,723.00
72	DC POWER AND FEEDBACK	8	1	$6,297.00
73	DRIVE LAN/CTRL CD./CONF. COAT	10	1	$5,759.00
74	RELAY CARD	7	1	$4,154.00
75	TC2000 <C> EXP. ANALOG I	8	1	$6,958.00
76	UC2000 POWER SUPPLY	7	1	$4,878.00
77	UCIBG3/LBC586P INNOV. CONTRL	10	1	$12,254.00
78	2AG FUSE 0.5A,250V	6	2	$6.00
79	2AG FUSE,1.0A,250V	7	2	$6.00
80	2AG FUSE 3.0A,250V	11	2	$6.30
81	CAPACITOR .25MFD 1500VAC	15	2	$92.00
82	DIODE	12	1	$147.00
83	COOLING FAN,115V,50/60HZ	15	1	$208.00
84	FUSE-250V-20AMP	7	4	$32.00
85	RESISTOR	10	3	$105.00
86	FUSE 7 A	7	4	$24.00
87	1000A 1400VAC LEG FUSE	11	10	$4,350.00
88	SCR ASM KIT, 77MM,3000V,2500A	6	2	$2,908.00
89	FAN	8	1	$174.00
90	FUSE-250-V-10-AMP	6	6	$18.00
91	FUSE-250-V-5-AMP	6	2	$6.00
92	DC2000 SCR BRIDGE I/F	7	1	$4,683.00
93	FUSE 25A, 1500VDC,2500VAC	10	6	$432.00

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List Total:
$1,400,000.00

MSD Spares

LINE ITEM	PART DESCRIPTION	CYC	QTY	LINE PRICE
TBD	To be developed at a later date			

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ATTACHMENT 3

CUSTOMER RESPONSIBILITIES

1.0 During the term of this Agreement, Customer shall provide and/or ensure the availability of, at no cost to GEII and in a timely manner, the following:

1.1 Provide a designated Customer representative(s) to consult and coordinate with GEII's personnel on matters related to GEII's scope of work under this Agreement including, but not limited to, (i) advance planning, scheduling and performance of Planned Maintenance, (ii) post-Outage meetings after performance of Planned Maintenance, (iii) coordination of operation activities during periods of Planned Maintenance, Unplanned Maintenance and Forced Outages, and (iv) provide safety training in accordance with Customer's requirements in Attachment 6 in the event of Unplanned Maintenance events.

Customer's representative(s) will be reasonably available as necessary to allow timely performance by GEII. Customer's representative(s) shall have the responsibility of coordinating activities between GEII and other contractors at the Facility which are not under GEII's control.

1.2 Site security to protect GEII tools, parts, materials and equipment against theft or loss. GEII personnel will take reasonable precautions to protect against weather damage to materials and Parts and petty site theft.

1.3 Prompt access to Customer's warehouse and shop facilities, and the existing Parts and Initial Spare Parts, as may be required by GEII for performance of its work.

1.4 Reasonable and climate controlled secure office space, telephone and facsimile transmission facilities and wash room and toilet facilities at the Facility site for the Assigned Technical Advisor proximate to the location(s) of GEII work at the Facility.

1.5 For Parts inventory owned by GEII and located at the Facility, Customer shall (i) provide safe and adequate storage in accordance with instructions of GEII, (ii) maintain the Parts free and clear of any and all liens of Customer and Customer's lenders, bondholders, contractors and other creditors of any nature, (iii) allow GEII timely access to the Parts as reasonable and necessary and consistent with Customer's stores control systems and procedures, and (iv) maintain risk of loss of Parts in storage at its Facility and in transit between Customer's facilities.

1.6 Provide off-loading, loading and handling at the Facility, with Customer equipment currently available, of all Parts being received from or shipped to GEII in connection with any GEII parts inventory at the Facility. In addition, Customer shall be responsible for

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transporting Parts between Customer's facilities as described in Attachment 5, Article 10.5.

1.7 Consultation with GEII's personnel in advance with respect to the scheduling of all inspection work associated with GEII's services.

1.8 Compressed air and all Facility utilities, including water and electricity, in such amounts, pressures, volumes, etc. as necessary for performance of this Agreement.

1.9 Access to all technical information, equipment manuals and drawings respecting the Covered Units for the use of GEII's personnel in performance of this Agreement to the extent such items have been previously provided by GEII to the Customer.

1.10 Access to lay down space adjacent to Covered Units for lay-down, inspection and repair of Parts.

1.11 Utilize only lubricants meeting specifications set by the applicable equipment manufacturer(s) to the extent that such specifications have been previously provided to Customer by GEII.

1.12 Operate the Covered Units using only fuels meeting the specification set forth in the Equipment Contract, as amended.

1.13 Make available for GEII's use all special tools and equipment supplied with the Covered Units by GEII or other manufacturers or equipment seller.

1.14 Provide all lube oil, hydraulic fluid, and operational (routine) spare parts filters and lubricants for use by GEII.

1.15 Proper operation of the Covered Units in accordance with previously provided written instructions or recommendations of GEII or its Parent Company and Prudent Electrical Practices as reasonably necessary in connection with GEII's scope of work; provided however, the Customer shall not be responsible for increases to the Price associated with any improvements required by GEII or its Parent Company's Technical Information Letters (TIL's) or other such written recommendations issued by GEII or its Parent Company necessary to maintain the Covered Units in the condition in which they were initially provided by the Parent Company.

1.16 Adequate fire fighting equipment and services.

1.17 Access to Customer's first aid facilities to the extent these are (and remain) available at the site.

1.18 Provide the following support activities in connection with GEII's Outage work together with other reasonable support:

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

a) Verify electrical connections following reconnection.
b) Perform off-site disposal of trash.
c) Touch up painting of Covered Units' enclosures.
d) Deactivate/reactivate CO_2 system.
e) Lock out/Tag out of systems and components.
f) Ensure that gas and injection supplies are properly isolated.

1.19 Obtain all permits and licenses required for performance of work at the Facility other than contractor's licenses, professional licenses and similar licenses generally required for GEII to perform work such as its obligations under this Agreement.

1.20 Render operational support as may be reasonably required by GEII in the performance of its obligations under this Agreement, including, but not limited to:
a) Making the Covered Units available for performance of GEII's Maintenance Services in a manner reasonably consistent with Customer's operational needs.
b) Taking such measures, in consultation with GEII, as may be appropriate to minimize damage which may result in or from a Forced Outage for such period as may be reasonably necessary.

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ATTACHMENT 4
PRICING

1.0 PRICING

1.1 The Price to be paid by Customer to GEII for this Agreement is set forth in this Section 1.1, and Section 1.2 of this Attachment 4.

(a) Initial Spare Parts as described in Attachment 2A are priced at seventeen million dollars ($17,000,000). The Initial Spare Parts shall be shipped, and the price paid pro rata, with payment due within fifteen (15) days of delivery (but not prior to January 2, 2002). The payment for the portion of Initial Spare Parts attributable to gas turbine capital Parts is equal to $14,641,890. The Parties agree that the portion of Initial Spare Parts excluding capital spare Parts as listed in Attachment 2A, shall be shipped approximately six (6) months prior to the first Covered Unit's CSA Start Date and the payment for such Parts is equal to $2,358,110. Partial shipments are allowed.

(b) Periodic Payments to be paid by Customer to GEII for Maintenance Services and Parts under this Agreement are to be calculated in accordance with 1.2. below.

1.2. Periodic Payments

1.2.1 Quarterly Payments

In consideration of the Parts and Maintenance Services provided by GEII under this Agreement, with respect to each Covered Unit, Customer shall make payments ("Periodic Payments") on the 20th (twentieth) day of the third (3rd) month of each Quarter starting with the calendar Quarter in which the CSA Start Date occurs for the applicable Covered Unit and ending in the calendar Quarter in which the CSA End Date for such Covered Unit occurs, or is terminated in accordance with Attachment 5, Article 9.

The Quarters shall be defined as:

- "Quarter" means one of the three (3) month periods defined below.
- "First Quarter" means the three (3) month period containing the months of January, February and March.
- "Second Quarter" means the three (3) month period containing the months of April, May and June.
- "Third Quarter" means the three (3) month period containing the months of July, August and September.
- "Fourth Quarter" means the three (3) month period containing the months of October, November and December.

Each quarterly Periodic Payment shall equal the sum of (i) a fixed component of seventeen thousand dollars ($17,000) per Covered Unit per Quarter (from the CSA Start

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Date through the CSA End Date, or earlier termination, for each applicable Covered Unit), plus (ii) a Variable Component ("Variable Component") calculated each Quarter as described in Section 1.2.2 below, plus (iii) the applicable performance bonus and/or liquidated damages per Attachment 7 (if the Parties agree to add an availability guarantee in Attachment 7) shall be included in the First Quarter Periodic Payment of each Agreement Year, except that in the event of termination or expiration it shall be included in the Periodic Payment of the Quarter in which this Agreement terminates or expires.

The fixed component will be calculated and included for a Covered Unit during the period from the CSA Start Date through the CSA End Date for such Covered Unit. In the event the CSA Start Date for a particular Covered Unit occurs during the middle of a Quarter, the fixed component shall be prorated based on the number of days in the Quarter and an estimate of the amount of the Variable Component for such Quarter shall be mutually agreed to by GEII and Customer and such amount paid by Customer. The actual amount applicable to such partial Quarter, and an adjustment, shall thereafter be completed in the same fashion as described below.

GEII shall issue a Periodic Payment invoice upon receipt of the necessary information and ascertainment of the amount of the invoice, and anticipates that such invoices will be issued on or about the fifth (5^{th}) day of the third (3^{rd}) month of each Quarter. Customer shall then pay by the latter of the twentieth (20^{th}) day of the third (3^{rd}) month of the Quarter or ten (10) days after the date of GEII's invoice.

1.2.2 Calculation of Variable Component

Beginning on the CSA Start Date of the applicable Covered Unit, the Variable Component ("VC") is calculated per Factored Hour of operation of the applicable Covered Unit in accordance with the calculation below, provided, however, that the number of Factored Hours of operation of the applicable Covered Unit shall no longer be included in the Variable Component calculation beginning the day after such Covered Unit attains its CSA End Date.

"Factored Hours/Factored Starts Ratio" means the ratio derived from dividing (x) the actual Factored Hours for the applicable Agreement Year, by (y) the actual number of Factored Starts for the applicable Agreement Year.

In January, 2003, the Parties will mutually agree on the projected number of Factored Hours of operation and projected Factored Hours/Factored Starts Ratio for the applicable Covered Units during the 2003 Agreement Year. The average quarterly projected number of Factored Hours and projected annual Factored Hours/Factored Starts Ratio shall be used as the basis of the quarterly Variable Component of the Periodic Payments for 2003. In January of each subsequent Agreement Year during the term of this Agreement, the Parties will mutually agree on the actual number of Factored Hours and actual Factored Hours/Factored Starts Ratio for the applicable Covered Units for the preceding Agreement

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Year, or portion thereof, and shall calculate the actual Variable Component for the prior Agreement Year using the pricing Table 1 or pricing Table 2 as applicable and the formulas described below. An annual reconciliation adjustment shall either be paid to GEII or credited to Customer with (or against, as applicable) the Periodic Payment due in the First Quarter of the current Agreement Year. In January of each subsequent Agreement Year, the Parties will also mutually agree on a projected number of Factored Hours and projected annual Factored Hours/Factored Starts Ratio for the current Agreement Year, and the amount of projected Factored Hours at the projected Factored Hours/Factored Starts Ratio will be averaged accordingly in order to establish the quarterly Variable Component to be paid during the current Agreement Year. As stated herein, the Parties will calculate any necessary adjustment in January of each subsequent Agreement Year.

Projecting gas turbine Factored Hours and Factored Starts: The Parties agree that, except for the 2003 Agreement Year (which shall be projected in accordance with the preceding paragraph), in estimating and mutually agreeing upon the projected number of gas turbine Factored Hours and Factored Starts for the current Agreement Year, their intent is that said number of projected Factored Hours and Factored Starts will be equal to the actual number of gas turbine Factored Hours and Factored Starts experienced during the previous Agreement Year for the applicable Covered Unit; and, further, with reasonable adjustment for any other anticipated major differences between the two (2) Agreement Years, such as, but not necessarily limited to, anticipated differences in Outages (if any).

(i) Based upon these definitions, the Variable Component of the Periodic Payment will be calculated each Quarter as follows (note that the calculation assumes one (1) Covered Unit; if more than one (1) Covered Unit is present, then additional factors (e.g., (QFH2 x A), QFH3 x A) and (QFH4 x A) (etc.)) shall be added):

Formula: VC = (QFH1 x A)

Where:

QFH1 = Total Factored Hours during the Quarter for Covered Unit #1a;

QFH2 = Total Factored Hours during the Quarter for Covered Unit #1b;

QFH3 = Total Factored Hours during the Quarter for Covered Unit #1c;

QFH4 = Total Factored Hours during the Quarter for Covered Unit #2a;

QFH5 = Total Factored Hours during the Quarter for Covered Unit #2b;

QFH6 = Total Factored Hours during the Quarter for Covered Unit #2c;

QFH7 = Total Factored Hours during the Quarter for Covered Unit #2d;

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Pricing Table 1:

This pricing table is applicable to each Covered Unit for all Factored Hours and Factored Starts incurred prior to the latter of (i) the first major inspection or (ii) the earlier of 48,000 Factored Hours or 2700 Factored Starts, for the applicable Covered Unit.

As to "A", when the Factored Hours/Factored Starts Ratio for such Covered Unit is:

less than 5, then (see Assumption Violations);

between 5 and 10, then A = $3,415.78 - $227.53 X (Factored Hours/Factored Starts Ratio);

between 10 and 15, then A = $1,901.11 - $76.06 X (Factored Hours/Factored Starts Ratio);

between 15 and 20, then A = $1,307.64 - $36.50 X (Factored Hours/Factored Starts Ratio);

between 20 and 25, then A = $1,075.32 - $24.88 X (Factored Hours/Factored Starts Ratio); or

between 25 and 30, then A = $540.46 - $3.49 X (Factored Hours/Factored Starts Ratio); or

between 30 and 35, then A = $443.97 - $0.27 X (Factored Hours/Factored Starts Ratio); or

between 35 and 40, then A = $464.33 - $0.85 X (Factored Hours/Factored Starts Ratio); or

between 40 and 47, then A = $430.70 - $.0.01 X (Factored Hours/Factored Starts Ratio); or

greater than 47, then A = $430.10 ;.

Pricing Table 2:

This pricing table is applicable to each Covered Unit for all Factored Hours and Factored Starts incurred after Table 1 has expired with respect to such Covered Unit and through the CSA End Date for such Covered Unit.

As to "A", when the Factored Hours/Factored Starts Ratio for such Covered Unit is:

less than 5, then (see Assumption Violations);

between 5 and 10, then A = $894.48 - $59.44 (Factored Hours/Factored Starts Ratio);

between 10 and 15, then A = $494.75 - $19.47 (Factored Hours/Factored Starts Ratio);

between 15 and 20, then A = $338.46 - $9.05 (Factored Hours/Factored Starts Ratio);

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between 20 and 25, then A = $295.65 - $6.91 (Factored Hours/Factored Starts Ratio); or

between 25 and 30, then A = $127.39 - $0.18 (Factored Hours/Factored Starts Ratio); or

between 30 and 35, then A = $124.94 - $0.10 X (Factored Hours/Factored Starts Ratio); or

between 35 and 40, then A = $123.62 - $0.06 X (Factored Hours/Factored Starts Ratio); or

greater than 40, then A = $121.20 - $0.00 X (Factored Hours/Factored Starts Ratio).

1.2.2.1 With respect to determining the number of Factored Hours and Factored Starts accumulated during the commissioning and start-up of the applicable Covered Unit (anticipated to be prior to CSA Start Date), not later than ten (10) days after the CSA Start Date for the applicable Covered Unit, Customer and GEII will review all relevant information related to such commissioning and start-up (including without limitation the control system logs, start-up and commissioning logs and "historian" data/records for the Covered Unit) and will agree upon the appropriate and accurate number of Factored Hours and Factored Starts so accumulated.

GEII shall not charge Customer for Factored Hours or Factored Starts accumulated prior to the notification of readiness for Performance Test (written notification), which Factored Hours and Factored Starts shall be subject to a limit of the earlier of 200 Factored Hours or 40 Factored Starts per Covered Unit of commissioning and start-up operation. Customer shall pay GEII in accordance with Section 1.2.2 of this Attachment 4, for Factored Hours incurred after the earlier of (i) readiness for Performance Test, or (ii) after the earlier of 200 Factored Hours or 40 Factored Starts limitation has occurred.

Compensation to GEII for the agreed-upon Factored Hours and Factored Starts accumulated during this start-up and commissioning period will be included in and as part of the Variable Component of the first quarterly Periodic Payment in accordance with the provisions above. After the CSA Start Date for an applicable Covered Unit, no later than the fifth (5th) day of each calendar month thereafter, Customer shall submit documentation to GEII regarding actual Factored Hours and Factored Starts with respect to the immediately proceeding month. GEII shall be allowed to review Facility records, upon reasonable advance request, to verify the information provided by Customer and/or obtain additional information related to the determination of Factored Hours and Factored Starts.

Example #1: Quarterly Periodic Payment

In this example, Covered Units 1a, 1b, and 1c have been operating through the entire Second Quarter of the given Agreement Year prior to any Covered Unit's first major inspection. Unit 2a's CSA Start Date is May 1 during the Second Quarter of the given Agreement Year (it will operate 2 of the 3 months of the Second Quarter).

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Annual projected Factored Hours and Factored Starts for the given Agreement Year.

	FH	FS	FH/FS
Unit 1a	6735	156	43.2
Unit 1b	6326	167	37.9
Unit 1c	6299	173	36.4

Annual projected Factored Starts and Factored Hours for Unit 2a for the given Agreement Year after its notification for readiness for Performance Test is based on 8 months remaining in the given Agreement Year.

	FH	FS	FH/FS
Unit 2a	5160	153	33.7

The Second Quarter Periodic Payment of the given Agreement Year is based on the projected Factored Hours and Factored Starts of each Covered Unit for the Second Quarter.

Formula: $= [(1 * \$17{,}000) + ((QFH1) * A_{1a})]$
$+ [(1 * \$17{,}000) + ((QFH2) * A_{1b})]$
$+ [(1 * \$17{,}000) + ((QFH3) * A_{1c})]$
$+ [((1 * \$17{,}000) * (2/3)) + ((QFH4/(8/2)) * A_{2a})]$

$= [\$17{,}000 + ((6735/4) * (\$430.70 - (\$0.01) * (43.2)))]$
$+ [\$17{,}000 + ((6326/4) * (\$464.33 - (\$0.85) * (37.9)))]$
$+ [\$17{,}000 + ((6299/4) * (\$464.33 - (\$0.85) * (36.4)))]$
$+ [(\$17{,}000 * 2/3) + ((5160/4) * (\$443.97 - (\$0.27) * (33.7)))]$

$= \$741{,}463.75 + \$700{,}389.87 + \$699{,}480.90 + \$572{,}316.92$
$= \underline{\$2{,}713{,}651.44}$

This amount will be billed to the Customer for the Second Quarter Periodic Payment.

Example #2: Annual reconciliation

This example is for a single Covered Unit. Additional Covered Units' payments and reconciliation would be calculated using the same approach and combined in the appropriate quarterly payments.

Unit #1a

FH FS

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Annual Projected	6255	150
Annual Actual	6275	155

(i) Total Quarterly summary for the Agreement Year: The projected average (Factored Hours/Factored Start) ratios for the Year is 41.7 (6255/150) for Unit #1a.
Formula: [1 x $17,000] + (QFH1 X A)
= [1 x $17,000] + (6255/4) X [$430.70 - ($0.01)(41.7]]
= [1 x $17,000] + $672,855.04
= $689,855.04 x 4 quarters
= $2,759,420.17 total projected payments during the Agreement Year

(ii) In January of the following Agreement Year, running records are reviewed and the actual billing is calculated based on the actual numbers from the previous Agreement Year. The actual Factored Hours/Factored Starts Ratio for the preceding Agreement Year is 40.5 (6275/155).

Reconciliation of projected Quarterly Payments of the previous Agreement Year:

Formula: [1 x $17,000] + (QFH1 X A)
= [1 x $17,000] + (6275/4) X [$430.70- ($0.01)(40.5)]
=[1 x $17,000] + $675,025.28
= $692,025.28 X 4 quarters
= $2,768,101.13

The difference between the two billing amounts is ($ 2,768,101.13 -$2,759,420.17) = $8,680.96. This amount will be added to the First Quarter Periodic Payment due.

If the Parties agree to add an availability guarantee, then,i in January of each Agreement Year, the Parties will calculate the bonus/liquidated damages pursuant to Attachment 7 (if the Parties agree to add an availability guarantee) of this Agreement for the preceding Agreement Year or portion thereof, and will mutually agree on an adjustment to the Periodic Payment due in the First Quarter of the current Agreement Year.

Special Provision:

A) The Parties mutually agree to an adjustment to the Periodic Payments for calendar year 2004 only. After calculating the appropriate payment amount using the Quarterly Periodic Payment formulas, the Customer shall subtract a one million forty thousand dollar ($1,040,000) credit from its Periodic Payments for services under this Agreement during each Quarter in 2004, for a total adjustment of four million one hundred sixty thousand dollars ($4,160,000). These quarterly Periodic Payment adjustments represent lower operation and maintenance costs during the first year of operation.

1.2.3 For purposes of invoicing adjustments or termination or expiration of this Agreement, the Parties may from time to time desire to establish the Price as set forth in this Attachment

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4 applicable to a period shorter than an Agreement Year. Accordingly, the Parties agree that the price as set forth in Section 1.2 applicable to said period may be pro-rated for such applicable period.

1.2.4 Basis of Price: The Price is in United States Dollars and includes all Parts and Maintenance Services being provided by GEII at Customer's Facility with freight and insurance prepaid and included in the Price. The Price further includes all customs duties; shipping or agent fees; all governmental charges, permits, taxes or fees related to shipments (subject to Article 8.0 of ATTACHMENT 5 of this Agreement); import fees or duties or other fees, charges or assessments relating to shipment or import of materials or equipment which are in effect as of the Effective Date of this Agreement.

1.3 Additional Compensation

The Price computed in accordance with Section 1.1 and Section 1.2 of this ATTACHMENT 4 represents the total Price due to GEII, for the period covered by said computation, for performance of GEII's obligations under this Agreement with respect to each of the Covered Units, except as otherwise set forth in this Section 1.3 for: (i) Unplanned Maintenance, (ii) Extra Work, (iii)Excusable Delay Events, (iv) Assumption Violation, and (v) Escalation. Circumstances for which GEII is entitled to additional compensation hereunder, and the methods of computing same or of determining the manner in which costs will be shared by the Parties, are as follows:

1.3.1 Unplanned Maintenance

GEII shall bear the expense as part of the Price or Customer shall make payment as Extra Work described in Section 1.3.2 below for Parts and Maintenance Services provided by GEII in connection with Unplanned Maintenance in accordance with the following:

(1) To the extent Unplanned Maintenance is the result of fault or negligence on part of Customer or its other contractors, the Maintenance Services and Parts provided by GEII for such Unplanned Maintenance shall be considered Extra Work and Customer shall pay GEII thereafter in accordance with this Agreement;

(2) In all other cases of Unplanned Maintenance, Customer shall pay GEII the price thereof as Extra Work in accordance with this Agreement that portion of the price in excess of one million five hundred thousand dollars ($1,500,000) (per Unplanned Maintenance Event) and GEII shall bear the first $1,500,000 (per Unplanned Maintenance Event) of such charges, up to an annual cap of six million dollars ($6,000,000) for all Covered Units.

1.3.2 Extra Work

Extra Work (as defined in Section 1.0 of ATTACHMENT 5) shall be computed, documented and submitted for Customer's approval/concurrence as required in Article 15.0 of ATTACHMENT 5 of this Agreement; provided, however, that Extra

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Work performed on a Time and Material ("T&M") basis shall be priced, computed, documented and submitted as required in accordance with the following:

a) Parts: Capital Parts (buckets, nozzles, shrouds, fuel nozzle assemblies and tips, combustion liners, cap assemblies, transition pieces, and cross-fire tubes) shall be invoiced at eighty percent (80%) of GEII's then-current list prices. All other Parts provided as Extra Work shall be invoiced at GEII's then-current list prices.

b) Incidental Materials: Expendable, consumable, and other incidental and permanent materials shall be billed at GEII's cost, as indicated by invoices to GEII or other documentation acceptable to Customer, plus twelve and one-half percent (12.5%).

c) GEII Services: Services performed by GEII's technical personnel shall be invoiced at GEII's standard, then-current published rates for such services, less fifteen percent (15%) of gross invoicing.

d) Craft Labor: Nonprofessional, craft labor performing field work shall be billed to Customer at the invoice price to GEII, plus a markup for overhead and profit, for a combined total of twelve and one-half percent (12.5%). This item d) shall not be also billed as out-sourced services as indicated in item e) below.

e) Out-sourced Services: Services performed by GEII's subcontractors, vendors or other third (3^{rd}) parties shall be billed at invoice cost, as indicated by invoices to GEII, plus twelve and one-half percent (12.5%). This item e) shall not include craft labor as indicated in item d) above.

f) GEII Apparatus Service Shop Pricing: Services performed by GEII's apparatus service shops shall be invoiced at GEII's standard, then-current published rates for such services, less ten percent (10%) of gross invoicing.

For purposes of this Section 1.3.2 of this Attachment 4, all references to GEII's "list prices" or "rates", or to "costs", except where said costs originate from sources outside GE or GEII, shall be deemed to mean the lower of such prices, rates and costs as published by GE or GEII.

1.3.3 Excusable Delay Events.

To the extent that Maintenance Services performed and Parts provided by GEII result from an Excusable Delay (other than Maintenance Services or Parts that are Unplanned Maintenance or that result from an Unplanned Maintenance Event), such performance of Maintenance Services and provision of Parts shall be Extra Work.

1.3.4 Assumption Violation

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In the case of any Assumption Violation, the Parties will meet and mutually agree on an equitable adjustment in Price for any Maintenance Services and Parts as Extra Work necessary to remedy such Assumption Violation.

1.3.5 Escalation

GEII may be entitled to additional compensation, or credits may become due to Customer, in connection with the Price as determined in accordance with the escalation provisions set forth in Article 2.0 of this ATTACHMENT 4.

1.4 Invoicing of Extra Work: Notwithstanding anything to the contrary herein, Extra Work may be invoiced immediately upon satisfactory completion of the Extra Work and payment due within thirty (30) days after receipt of a reasonably accurate invoice. The amount due pursuant to Section 1.2, and each charge pursuant to Section 1.3 shall be clearly identified, described, subtotaled, and reasonably supported by documentation, when required pursuant to this Agreement, and the entire invoice(s) shall be totaled. Separate invoices supported by a summary sheet referencing and totaling same shall be acceptable.

2.0 ESCALATION

2.1 Determination of Price Escalation

For the purpose of this Article 2 of Attachment 4, the following definitions and procedures apply:

A. The annual average CPI shall be deemed to mean the sum of the following three (3) indices, as determined and reported monthly by the US Department of Labor, Bureau of Labor Statistics, multiplied by the appropriate weighting factor:

1. The Labor Index shall mean one hundred percent (100%) of the annual average (not seasonally adjusted) of the "Hourly Earnings of Turbines and Turbine Generator Sets Production Workers" SIC3511 (BLS Series ID EEU31351106), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

2. The Material Index shall mean one hundred percent (100%) of the annual average of the Producer Price Index for "Fabricated Steel Plate", code 1076 (BLS Series ID WPU1076), for the twelve (12) months immediately prior to the applicable price adjustment determination. The weighting factor for this index is forty-five percent (45%);

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3. The Services Index shall mean 100% of the annual average of the published craft labor rate for Millwright Journeyman Local 1000, Tampa, FL. The weighting factor for this index is ten percent (10%).

4. Each of the Labor Index, Material Index, and Services Index averages shall be calculated to the nearest second decimal place.

B. The CPI shall be determined to the second decimal place. If the next succeeding decimal place is five (5) or more, the proceeding figure shall be raised to the next figure.

C. The Base Payment ("BP") shall be the applicable Initial Spare Parts payments and/or Periodic Payments set forth in Section 1.1 and 1.2 of this Attachment 4.

D. The Base Year ("BY") shall be 2000, for all Initial Spare Parts attributable to capital spare Parts and for Periodic Payments. The Base Year shall be 2002 for Initial Spare Parts excluding capital spare Parts.

E. The Current Year ("CY") shall mean the then-current calendar year.

F. The change in the CPI shall be calculated in accordance with the following formula and example:

Formula: $\frac{\text{CPI CY}}{\text{CPI BY}}$ X weighting factor X BP = Adjusted Payment

Example: CY = 2001 SIC3511 = 21.05 PPI1076 = 145.5 Services Index = 22
BY = 2000 SIC3511 = 19.50 PPI1076 = 143.0 Services Index = 20
BP = $400.00/FH

{(21.05/19.50) X 45% X $400}+ {(145.5/143.0) X 45% X $400} +
{(22.00/20.00) X 10% X $400} = Adjusted Payment

= $194.31+ $183.15 + $44.00 = $421.46 Adjusted Payment

G. The adjusted Periodic Payment for each Agreement Year shall be computed as early in that Agreement Year as the indices are available and effective as to all Periodic Payment amounts for Maintenance Services and Parts provided commencing January 1st of that Agreement Year. Any retroactive payment amounts will be paid to GEII with the next Periodic Payment. Adjusted payments shall be calculated each Agreement Year beginning in January, 2002.

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In the event the indices are published as "preliminary", invoices and/or payments shall be calculated and submitted according to such "preliminary" indices, and shall be adjusted as necessary once the "final" indices are published.

In the event that the specified indices are discontinued, or the basis of their calculation is modified, equivalent indices shall be substituted by mutual agreement of Parties.

3.0 OTHER PAYMENTS

3.1 Various Payments

In addition to payment of the prices as set forth above in this Attachment 4, Customer shall make all other payments required to be made by Customer to GEII pursuant to this Agreement in accordance with the terms specified in this Agreement, and if no payment term is specified, not later than thirty (30) days after GEII's invoice.

3.2 Back Charges

The Parties may agree on minor maintenance (not Routine Maintenance) to be performed by Customer where it would be impractical for GEII to mobilize for such minor maintenance, but would otherwise fall within GEII's responsibilities under this Agreement. In such cases, Customer shall notify GEII's Assigned Technical Advisor by the next business day, when such minor maintenance has been performed, and submit a summary of Customer's costs incurred due within thirty (30) days of completion of such minor maintenance. The Parties will then mutually agree on any credit toward the next Periodic Payment due.

3.3 Payment In The Event Of Termination.

In any event of termination prior to the expiration of this Agreement, Customer shall pay GEII for Parts received by Customer for which GEII has not received payment prior to such termination. The Customer shall receive a refund for Parts paid for which have not been received by the Customer prior to such termination, or GEII shall provide those Parts which Customer has paid for but has not received prior to such termination. The foregoing constitutes the termination Price adjustment as described in Article 9 of Attachment 5. In the case of termination for convenience, the Terminating Party shall pay to the Non-terminating Party the Buy-Out Amount as further defined in Attachment 5, Section 9.2. The Parties shall make payment as applicable in accordance with Section 3.1 above.

4.0 METHOD OF PAYMENT

Customer shall make all payments by wire transfer to the bank account(s) identified by GEII.

5.0 LATE PAYMENT

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In addition to the foregoing, Customer shall pay interest to GEII, at the rate per annum equal to one percent (1%) above the Citibank, N.A. prime rate in effect at the time the payment is due, or the maximum amount permitted by applicable law if such rate is lower, on all undisputed amounts not timely paid in accordance with this Agreement, or amounts not timely paid and found to have been wrongfully disputed.

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ATTACHMENT 5

TERMS AND CONDITIONS

These Terms and Conditions are part of this Agreement.

1.0 DEFINITIONS

1.1 Agreement Year(s) - Agreement Years begin upon January 1 and end on December 31 of the applicable year. Any adjustments for partial Agreement Years will be pro-rated accordingly.

1.2 Assigned Technical Advisor - The GEII representative designated to coordinate and consult with the Customer on matters related to GEII's responsibilities under this Agreement.

1.3 Assumption Violation - shall have the meaning provided in Attachment 2, Section 1.1 of this Agreement.

1.4 Covered Unit - A gas turbine, generator, accessory base and other associated components and systems which are supplied under the Equipment Contract, and is specified to be included within this Agreement in ATTACHMENT 1.

1.5 CSA End Date - for each Covered Unit, is the latter of i) the date GEII has completed the first combustion inspection after the first major inspection, or ii) the date the Covered Unit has achieved 60,000 cumulative Factored Hours or 400 actual starts after the first major inspection, and the Covered Unit has been returned In-Service .

1.6 CSA Start Date - for each Covered Unit, is the Date of Acceptance as defined in the Equipment Contract for such Covered Unit.

1.7 Engineering Study/Inspection/Testing Services - Design, troubleshooting, diagnostics and analysis of equipment and/or systems by personnel using special expertise, techniques, instruments or devices with the objective of identifying problems, reporting opinions and/or recommendations relating to the current condition, proposed corrective actions and/or future serviceability of the equipment or system.

1.8 Equipment Contract - The contract number BSP-01-00 between Customer and Parent Company, dated September 30, 2000, under which the Parent Company supplied engineered equipment packages for the Facility.

1.9 Extra Work - Parts and Maintenance Services which are beyond the scope of GEII's responsibilities under this Agreement which may include, but are not limited to, the following: (1) specifically for the purpose of improvements, modifications, up-rates or upgrades of a Covered Unit, or component(s) thereof, requested by the Customer under

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this Agreement, or (2) an addition of equipment or components beyond those supplied by GE under the Equipment Contract requested by the Customer under this Agreement (except for Parts required to be provided by GEII under this Agreement), or (3) provided for equipment or components not constituting part of the Covered Unit (except for Parts required to be provided by GEII under this Agreement), or (4) provided for Unplanned Maintenance to the extent the price for such goods and/or services provided in connection with any Unplanned Maintenance Event is to be paid by Customer pursuant to ATTACHMENT 4 "PRICING", as Extra Work, or (5) changes performed in accordance with Article 15.0 of this ATTACHMENT.

1.10 Facility (or Facilities) - The plant, station or facility in which the Covered Units are located, which is Customer's Bayside Power Station.

1.11 Factored Hours shall have the meaning provided in Attachment 9, Figure 42.

1.12 Factored Starts shall have the meaning provided in Attachment 9, Figure 43.

1.13 Forced Outage - An Outage that occurs without advance scheduling as a result of a problem or failure in the applicable Covered Unit.

1.14 Hazardous Substances - shall have the meaning provided in Attachment 5, Section 14.2.

1.15 Initial Spare Parts are the parts that are identified in Attachment 2A, which shall be paid for in accordance with Attachment 4.

1.16 In-Service - The state in which a Covered Unit is synchronized and electrically connected, at minimum load, to Customer's system.

1.17 Inspect-Only - shall have the meaning defined in Attachment 2, Section 2.1.

1.18 Maintenance Services - The maintenance services, which will as necessary include provision of craft labor, tooling, temporary facilities, miscellaneous materials, consumables and expendables, equipment, Technical Advisory Services, planning, scheduling, removal and installation of Parts, assessment of equipment and/or components, and/or component repairs or refurbishments, and any other work performed by GEII under this Agreement, with respect to Planned Maintenance or Unplanned Maintenance, or the performance of Planned Maintenance or Unplanned Maintenance, as applicable, of the Covered Units, or the performance of Extra Work under this Agreement; and including, if performed, Engineering Study/Inspection/Test services provided under this Agreement.

1.19 Outage - Removal of a Unit from electric generation service.

1.20 Parent Company – General Electric Company ("GE").

1.21 Parts - New, repaired or refurbished parts furnished by GEII under this Agreement.

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1.22 Planned Maintenance - Parts and Maintenance Services in conjunction with periodic inspection, testing, preventive maintenance, repair, and/or overhaul of the Covered Units in accordance with the equipment manufacturers' and/or designers' recommendations and/or Prudent Electrical Practices as more fully described in Article 2.0 of ATTACHMENT 2.

1.23 Price - means payments required to be made by Customer under Attachment 4 for Maintenance Services performed and Parts provided by GEII under Attachment 4, PRICING.

1.24 Prudent Electrical Practices - Those practices, methods and acts, at a minimum in accordance with the customary standards applicable to the electric utility industry, which a prudent owner and/or operator, and/or manufacturer and/or contractor would follow in connection with power generation facilities and equipment to accomplish the desired result lawfully, reliably, economically and safely.

1.25 Routine Maintenance - Maintenance of a preventive and minor nature that is performed in the normal course of operations to maintain the Covered Units in working order on a day-to-day basis without an Outage, including but not limited to inspection, lubrication, calibration, adjustment, minor leak repair, provision of fluids, greases, and resins, cleaning and replacement of filters, strainers and cartridges, maintenance or replacement of sensors, fuses, thermocouples, gauges, switches and light bulbs, and other similar preventive, and minor work.

1.26 Technical Advisor (Field Engineer) - An individual who is properly trained, qualified and factory supported as a field representative of GEII or its Parent Company, performing work under this Agreement.

1.27 Technical Advisory Services (also referred to as Field Engineering Services) - Technical advice and counsel from Technical Advisors (or Field Engineers) provided by GEII or its Parent Company, performing work under this Agreement, based upon the engineering, manufacturing, installation and operations practices of GEII or its Parent Company as applicable to Covered Units and Parts. Technical Advisory Services do not include supervision or management of Customer's employees, agents or other contractors.

1.28 Trip – Removal of a Covered Unit from the In-Service state (excluding normal Customer shutdowns) or, if not initially In-Service, cessation of fuel introduction into the Covered Unit.

1.29 Unplanned Maintenance - Maintenance Services and Parts that include neither Planned Maintenance nor Routine Maintenance, the need for which results from a Forced Outage or a need to eliminate the potential for a Forced Outage, or damage to or load restriction of a Covered Unit, or otherwise arises without advance planning or scheduling. Work performed under Article 4.0 of this ATTACHMENT (Warranty) shall not be considered Unplanned Maintenance.

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1.30 Unplanned Maintenance Event - A single incident that results in the need to perform Unplanned Maintenance of a Covered Unit. For purposes of this definition, the need to provide various Parts and/or Maintenance Services for such Unplanned Maintenance shall be considered to arise from a single incident when the need is closely related in time and causation to the same, particular incident. Examples of Unplanned Maintenance Event(s) are:

(a) an event in which the In-Service failure of a lube oil pump results in both bearing damage and gas turbine bucket damage is one Unplanned Maintenance Event;

(b) an event in which a gas turbine failure occurs resulting in bucket damage and during the Outage to repair such bucket damage it is discovered that Unplanned Maintenance of the generator is also needed for reasons not attributable to the gas turbine failure is two Unplanned Maintenance Events;

(c) repeated In-Service failures of the lube oil pump are separate Unplanned Maintenance Events.

2.0 GEII SERVICES

2.1 GEII shall supply Maintenance Services and Parts necessary for the Planned Maintenance and Unplanned Maintenance of the Covered Units during the term of, and as specified in, this Agreement in a manner consistent with manufacturers' and/or designers written recommendations and Prudent Electrical Practices, and fulfill all GEII services under this Agreement, at the times necessary to meet the requirements of this Agreement and in accordance with the schedules established mutually. GEII shall also provide quarterly operational service reviews to assess the condition of the Covered Units. GEII's obligations are dependent upon Customer performance of Customer's responsibilities under this Agreement. GEII responsibilities are further described in ATTACHMENT 2, "GEII SERVICES".

3.0 CUSTOMER RESPONSIBILITIES

3.1 Customer shall perform Routine Maintenance of the Covered Units, maintenance of equipment outside the limits of the Covered Units, and operation of equipment and the Facility, all in accordance with the manufacturers' and/or designers' written recommendations and Prudent Electrical Practices. Customer shall furnish all services, materials and minor parts for performance of Routine Maintenance. Customer shall make the Covered Units reasonably available in a manner consistent with industry practice, the terms of this Agreement, and with reasonable consideration of Customer's need to serve its customers, for performance of GEII's services, and fulfill all Customer responsibilities and obligations under this Agreement, at the times necessary to meet the requirements of this Agreement and in accordance with schedules established mutually. Customer's obligations are dependent upon GEII's performance of GEII's obligations under this Agreement. Customer responsibilities are further described in ATTACHMENT 3, "CUSTOMER RESPONSIBILITIES".

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4.0 **WARRANTY**

The warranty set forth in this Article 4 is in addition to, not in lieu of, GEII's obligations pursuant to this Agreement to provide Maintenance Services and Parts pursuant to its scope of work as described in ATTACHMENT 2 of this Agreement. All warranty work required to be performed hereunder shall be performed by GEII or its subcontractors or affiliates at their sole cost and expense.

4.1 GEII Warranty - The following warranties set forth in this Section 4.1 apply to the Maintenance Services and Parts provided by GEII under this Agreement:

4.1.1 Warranty of Maintenance Services - GEII warrants to the Customer that Maintenance Services provided under this Agreement will be free from defects in material, workmanship and title and shall be competently performed in accordance with Prudent Electrical Practices. The "Warranty Period" for each incident of Maintenance Services (except as to title, which warranty shall continue without expiration) shall be one (1) year from completion of the particular incident of Maintenance Services. If any failure to meet the warranty appears within the Warranty Period, on condition that Customer notify GEII promptly in writing thereof, GEII will re-perform said defective Maintenance Services. If re-performance is not practicable, GEII will furnish without charge services in an amount essentially equal to those which would have been required for re-performance, or make an equitable adjustment in the Price to the Customer based upon the Price of the defective Maintenance Services.

4.1.2 Warranty of Parts and Materials - GEII warrants to the Customer that Parts, and any incidental materials furnished with Maintenance Services provided under this Agreement, will be free from defects in material, workmanship and title. The "Warranty Period" (except as to title, which warranty shall continue without expiration) with respect to such goods shall be one (1) year after completion of installation by GEII or its subcontractors performing work under this Agreement, provided however, the Part or material has been properly stored, maintained in accordance with Customer's obligations in Attachment 3 and used by the Customer (if such Part has been given to Customer for such handling). If any failure to meet this warranty appears within the "Warranty Period", on condition that Customer notify GEII promptly in writing thereof, GEII will correct the failure by either, at its option, repairing or replacing the defective Part or material and such repair or replacement will include removal and replacement of parts of the Covered Units as provided in Section 4.2, below. If a failure in a Part or material cannot be repaired or replaced by GEII's reasonable efforts, the Parties will negotiate an equitable adjustment. This "Warranty Period" shall not apply to any Part or material which has a normal life shorter than the "Warranty Period" or is normally consumed in operation. Such Parts and material having a normal life shorter than the warranty shall be warranted for only their normal life. This warranty shall not apply to any Part or material, or portion thereof, which has been altered or repaired other than by GEII or its subcontractors or designees acting under this Agreement.

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4.2 Obligations: The foregoing obligations of GEII described in this Article 4.0 are limited to the Maintenance Services and Parts supplied by GEII under this Agreement. GEII shall be responsible to "open and close" the Covered Units to remove, repair or replace defective Parts installed by GEII or reperform Maintenance Services to the extent such defective Parts or Maintenance Services were provided by GEII under this Agreement and GEII's responsibilities do not include any responsibility or obligation with respect to removal or replacement of systems, structures, or any other parts of the Facility.

4.3 Tests: The conditions of any tests shall be mutually agreed upon and both Parties shall be notified of, and may be represented at, all tests that may be made.

4.4 Limitation: Any failure which is the basis for a warranty claim shall not be cause for any extension of the Warranty Period, provided however, that Maintenance Services provided or Parts repaired or replaced during the last Agreement Year pursuant to a warranty claim during the last Agreement Year, shall be rewarranted for one (1) additional Warranty Period. The preceding paragraphs of Article 4.0 set forth the exclusive remedies for all breach of warranty claims of the Customer based on failure of, or defect in, Maintenance Services or Parts, provided under this Agreement whether such breach of warranty claims, however instituted, are based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. EXCEPT AS SET FORTH IN ARTICLE 5.0, "PATENTS", THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

5.0 PATENTS

5.1 Subject to the provisions of this Article, GEII warrants that the Parts sold, processes, hardware and software furnished and work performed hereunder, and any part thereof, shall be delivered free of any rightful claim of any third party for infringement of any (i) United States patent, (ii) non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union, Canada or Japan, (iii) United States copyright, and (iv) other intellectual property right of the United States. If notified promptly in writing and given authority, information and reasonable assistance, and contingent upon Customer not making settlement adverse to GEII in connection with such claim, GEII shall defend, or may settle, at its expense, any suit or proceeding against the Customer based on such a claimed infringement relating to this Agreement and GEII shall pay all damages and costs awarded therein against the Customer relative thereto. In case any Parts, processes, hardware, software or work are in such suit or proceeding held to constitute such an infringement and the use for the purpose intended of said Parts, processes, hardware, software or work is enjoined, GEII shall, at its expense and option, either procure for the Customer the right to continue using said Parts, processes, hardware, software or work or replace same with non infringing Parts, processes, or work, or modify the same so they become non infringing. The foregoing states the entire liability of GEII for any rightful claim of any third party that the Parts sold, processes, hardware and software furnished and work performed

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hereunder, and any part thereof, infringe any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union, Canada or Japan, any United States copyright, and any other intellectual property right of the United States.

Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of this Agreement shall not apply to claims arising under this Section 5.1. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, below, all liability of GEII for such claims shall expire at the expiration of the statute of limitations applicable to such claims, except for such claims that are asserted during such period.

5.2 The preceding Section 5.1 shall not apply to any Parts or processes manufactured to the Customer's design, or claims relating solely to the use by Customer, without the written consent of GEII or its Parent Company, performing work under this Agreement, of any Parts or processes furnished hereunder in conjunction with any other goods or processes not provided by GEII or by its Parent Company, provided however, that this exclusion does not apply to combinations recommended or permitted by GEII's Parent Company. As to any such Parts, processes manufactured to the Customer's design, or use in such unacceptable combination, GEII assumes no liability whatsoever for infringement of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right, and the Customer will hold GEII harmless against any claim of infringement (to the extent arising from such unacceptable combination) of any United States patent, any non-United States patent that was filed based on, and claims the priority date of, a first-filed and subsequently issued patent in either the European Union or Japan, any United States copyright or any other intellectual property right.

6.0 EXCUSABLE DELAYS

The term "Excusable Delay" means a delay in performance due to any of the following: (i) acts of God, (ii) site conditions, (iii)Customer caused physical damage to the work at the site, (iv) failure of Customer to timely perform any of its obligations under this Agreement, (v) acts of civil or military authority, fires, binding governmental priorities applicable to the Parts and Maintenance Services to be delivered under this Agreement, (vi) strikes or other labor disturbances, (vii) floods, unusually severe weather conditions, epidemics, war or riot, (viii) delays in transportation provided by a third party common carrier (provided the delay does not arise as the result of a pricing issue between GEII or its Parent Company and said third party carrier), (ix)acts beyond the reasonable control of GEII or its Parent Company or other events similar to the foregoing affecting GEII or its subcontractors or suppliers, or (x) actions or inactions of third parties who are not subcontractors or suppliers of GEII, but only to the extent any of the foregoing directly affect GEII's ability to perform its work in accordance with this Agreement and are

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beyond GEII's commercially reasonable control and GEII's commercially reasonable efforts to prevent, avoid or mitigate. GEII shall have no liability for nonperformance due to Excusable Delay. In the event of an Excusable Delay, all times of performance shall be extended by a period equal to the time lost solely by reason of such delay. As soon as practicable after the commencement of any Excusable Delay, GEII shall give written notice to Customer of the event and the details of the event giving rise to the delay. Except in the case of an Excusable Delay caused solely by Customer's failure to timely perform any of its obligations under this Agreement, GEII shall have the duty to expeditiously suggest an alternate solution to attempt to mitigate or resolve the delay or the effects of the delay. In the event that the delay extends beyond thirty (30) days, the Parties hereto shall be required to negotiate a reasonable resolution or plan to mitigate or resolve the effects of the delay, which is mutually acceptable to the interests of both Parties. Settlement of strikes and other labor disturbances shall be entirely within the discretion of GEII. Provided, however, in the event of a strike by the employees of GEII or any of its subcontractors or suppliers which affects GEII's performance of its obligations hereunder, GEII agrees to use its commercially reasonable efforts to provide Maintenance Services and Parts to mitigate the impact of such Excusable Delay.

In the event GEII is delayed by acts of Customer or by prerequisite work by other contractors or suppliers of Customer, and such delay causes actual additional costs to GEII, after using commercially reasonable efforts to prevent, avoid, or mitigate, GEII shall be entitled to an equitable price adjustment to include such actual additional costs for such Extra Work in accordance with Article 15 of this ATTACHMENT, in addition to extension of the time of performance.

In the event that an Excusable Delay continues for more than one hundred-eighty (180) days, either Party, upon thirty (30) days written notice, may terminate this Agreement in accordance with Section 9.1 hereof of these Terms and Conditions.

7.0 TERMS OF PAYMENT

Customer shall make payments to GEII under this Agreement at the times and in the manner specified in said ATTACHMENT 4. Except as otherwise provided in Attachment 4, and Customer's right to set-off liquidated damage amounts payable by GEII to Customer under Attachment 2, Section 8.0, and Attachment 7 (if the Parties agree to add an availability guarantee)against amounts payable by Customer to GEII, payment shall be made without deduction or setoff.

8.0 SALES AND SIMILAR TAXES

Under existing Florida law, the Parties anticipate that all or a portion of the Maintenance Services and Parts will be exempt from Florida sales and use taxes. However, Customer shall be responsible for any applicable present or future Florida sales and use taxes which may be due on the Price or any other prices as set forth in ATTACHMENT 4, and adjustments hereunder, and GEII shall be relieved of its obligations to collect and remit

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any such taxes to the State of Florida, if applicable. Customer shall provide GEII with written evidence of tax exemption or written evidence confirming Customer's right to accrue such sales and use taxes and remit the same directly to the State of Florida. GEII agrees to pass on to Customer the benefit of any valid tax exemptions GEII may receive under this Agreement. GEII shall pay all customs, import, payroll and gross receipts taxes or any sales or use taxes on consumables, non-exempt items, GEII's overhead, supplies and equipment used in connection with the Maintenance Services and Parts provided under this Agreement. In the event GEII is required to pay any Florida sales or use taxes on exempt items under this Agreement, after providing reasonable notice to Customer, Customer shall reimburse GEII for such taxes as an addition to the Price or payments connected with Extra Work under ATTACHMENT 4.

9.0 TERMINATION

9.1 Termination upon Excusable Delay

If an event of Excusable Delay, as described in Article 6, continues for one hundred-eighty (180) days, either Party (except for delays described in Article 6.0 (ii), (iii) and (iv), to the extent such delay is intentionally caused by Customer) may terminate this Agreement upon two (2) days' written notice. If an event of Excusable Delay as described in Article 6 (vi) continues for one hundred twenty (120) days, either Party may terminate this Agreement upon two (2) days' written notice, provided however, a Party may not terminate this Agreement due to a strike by its employees or employees of its sub-contractors or vendors. If Customer is the Party that elects to terminate under this Section 9.1, Customer (in satisfaction of its obligations hereunder) shall pay GEII all the Price due to GEII pursuant to ATTACHMENT 4, pro rated to the date of termination, for work performed by GEII hereunder.

9.2 Termination for Convenience

In accordance with the table below, beginning after the Effective Date, either Party (the "Terminating Party") may terminate this Agreement in whole, but not in part, effective as of the end of any Agreement Year by giving written notice at least one hundred twenty (120) days in advance and making payment, ninety (90) days prior to the effective date of such termination for convenience, to the other Party (the "Non-terminating Party") of the buy out amount specified in this Section 9.2. The Terminating Party shall also pay to the Non-terminating Party a termination Price adjustment in accordance with Attachment 4, Section 3.3, no later than ninety (90) days prior to the effective date of such termination. In addition, all payments required under this Agreement for performance prior to the effective date of such termination and all payments due prior to such termination date shall be paid in accordance with this Agreement. Prior to terminating for convenience, the Parties agree to hold a meeting of responsible executives to discuss mutually agreeable alternatives to termination. Provided, however, notwithstanding such meeting, the Terminating Party shall continue to have the right to terminate this Agreement at its

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sole and absolute discretion. The foregoing specified in this Section 9.2 shall be the sole and exclusive rights and liabilities of the Non-terminating Party and Terminating Party, respectively, on account of termination for convenience.

The "Buy Out Amount" is specified in the table included in this Section 9.2. The Parties agree that the damages likely to be incurred by the Non-terminating Party in the event of termination will be difficult to measure, that the Buy Out Amount is reasonable, and that the Buy Out Amount shall be paid as liquidated damages in lieu of all such actual damages and not as a penalty.

Termination for Convenience Calculation Table

Factored Hours accumulated	Buy-Out Amount per Covered Unit
0-12,000	$3,500,000
12,000-24,000	$2,500,000
24,000-completion of the first major inspection	$2,000,000
After the first major inspection - CSA End Date	$1,000,000

9.3 Termination by Customer

Upon written notice, Customer may terminate this Agreement upon the occurrence of any of the following:

a) In the event that GEII ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against GEII under bankruptcy or insolvency laws;

b) If within thirty (30) days after commencement of any proceedings against GEII seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without GEII's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

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c) If GEII exceeds the ten (10) day cap as described in Article 8.0 of ATTACHMENT 2 and fails to reasonably cure such breach within two (2) days of notice from the Customer;

d) If GEII commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by the Customer, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the Customer, fails to commence a and diligently pursue an effective cure within such thirty (30) day period and to provide reasonable evidence to Customer of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach.

9.4 Termination by GEII

Upon written notice, GEII may terminate this Agreement upon the occurrence of any of the following

a) In the event that Customer ceases doing business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay its debts as they become due, is not generally paying its debts as they mature, files a voluntary petition in bankruptcy, insolvency or under other similar laws or proceedings, files a petition seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar arrangement under any present or future statute, law or regulation, or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to or acquiesces in the appointment of a custodian, trustee, receiver or liquidator of it or of all or any substantial part of its assets or properties, or if it or its shareholders take any action looking to its dissolution or liquidation, or if any order for relief is entered against Customer under bankruptcy or insolvency laws;

b) If within thirty (30) days after commencement of any proceedings against Customer seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, including without limitation any bankruptcy or insolvency laws, such proceedings shall not have been dismissed, or if within thirty (30) days after the appointment without Customer's consent or acquiescence of any custodian, trustee, receiver or liquidator of it or all or any substantial part of its assets or properties, such appointment shall not be vacated;

c) If Customer commits a material breach of this Agreement and (1) fails to cure the breach within thirty (30) days of notice thereof served by GEII, or (2) in the event that the breach cannot reasonably be cured within thirty (30) days of notice served by the GEII, fails to commence and diligently pursue an effective cure within such thirty (30) day period and

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to provide reasonable evidence of such commencement or fails to thereafter diligently continue and complete the efforts to cure the breach.

In the event of termination under Section 9.3 or 9.4, above, the non-defaulting Party may, in addition to terminating this Agreement, pursue any remedies available at law or in equity resulting from such termination.

9.5. Other Termination Events - In the event that a particular Covered Unit is permanently removed from service because such Covered Unit is damaged beyond repair, the Parties hereby agree to remove such Covered Unit from this Agreement, and Customer shall pay GEII all the Price due to GEII pursuant to Attachment 4, pro rated to the date of termination for such Covered Unit, and $7,000 for each Covered Unit removed from service per Quarter from the date of termination through the anticipated CSA End Date for such Covered Unit, and subject to an equitable Price adjustment, if any, for Parts sharing.

9.6. If Acceptance (as defined in the Equipment Contract) has not occurred with respect to a Covered Unit within six (6) months after the first Performance Test (as such term is defined in the Equipment Contract) is conducted by Customer with respect to such Covered Unit, Customer shall have the right to either terminate this Agreement with respect to such Covered Unit or, alternatively, negotiate an equitable adjustment to the Price with respect to such Covered Unit. In the event of termination under this Section 9.6, Customer (in satisfaction of its obligations hereunder) shall pay GEII all the Price due to GEII pursuant to Attachment 4, pro-rated to the date of termination, for work performed by GEII hereunder with respect to such Covered Unit.

9.7. In the event of termination prior to the expiration of this Agreement, the Parties agree to pay the termination Price adjustment in accordance with Section 3.3 of Attachment 4.

10.0 TITLE

10.1 GEII hereby warrants to Customer full and unrestricted title to the Maintenance Services and Parts furnished by GEII to Customer under this Agreement, free and clear of any and all charges, liens, burdens, restrictions, reservations, security interests and encumbrances of any kind and nature. Title to Parts to be shipped from within the United States shall pass to Customer when available for shipment from GEII's factory or other point of shipment (including all equipment or materials from GEII's subcontractors and suppliers which are delivered directly to the Facility or Customer's Polk Power Station, as described below, from their respective factories). Title to Parts shipped from a country other than the United States shall pass to Customer at the port of export immediately after such Parts have been cleared for export. If any Parts are shipped into storage under Section 11.1, including storage at the facility where manufactured, title shall thereupon pass to Customer if it had not already passed. GEII shall retain risk of loss for all Parts shipped under this Agreement until such Parts are delivered to the Facility, or Customer's Polk Power Station, as directed by the Customer.

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10.2 Title to Maintenance Services will pass to Customer as said Maintenance Services are performed.

10.3 The title and right of possession of equipment or parts of Customer repaired or modified in GEII facilities or those of GEII's suppliers or subcontractors shall remain with the Customer except for title to Parts removed from the Covered Units, which shall pass to GEII pursuant to Sections 10.4 and 10.5, below. Risk of loss for Parts and Maintenance Services while in GEII's care, custody and control shall be with GEII.

10.4 Except as set forth in Section 10.5, below, Customer shall pass to GEII title and right of possession to all parts removed from a Covered Unit by GEII as part of GEII's scope of services under, and during the term of this Agreement. Title and right of possession shall pass to GEII upon completion of removal of the part from the Covered Unit. Customer warrants good title to such removed parts. Failure of GEII to provide replacement Parts for Customer's parts removed by GEII for which title has passed to GEII shall constitute a material breach of this Agreement.

10.5 If it becomes necessary to transport Parts between Customer's facilities, Customer shall bear the expense of moving Parts between Customer's facilities, and shall retain risk of loss during transit. In the event the Parts are damaged during transport between Customer's facilities and such damage results in delaying GEII's ability to perform Planned Maintenance or Unplanned Maintenance under this Agreement, any liquidated damages under the Availability Guarantee in Attachment 7 (if the Parties agree to add an availability guarantee) shall be equitably adjusted.

11.0 SHIPMENT

11.1 If the Customer is unable, through no fault of GEII under this Agreement, to accept shipment in accordance with the then current schedule of the Agreement, on the date when GEII is prepared to make such shipment, GEII shall have the right to deliver into storage all goods held as a result of the Customer's said inability and all reasonable expenses of storage and reshipment shall be to the Customer's account and paid to GEII by Customer within thirty (30) days of GEII's invoice(s). In the event Customer's inability to accept shipment is caused by GEII's failure hereunder including, but not limited to GEII's failure to conform to the then-current schedule, all such costs shall be to GEII's account.

12.0 CUSTOMER'S INSPECTION

12.1 Upon advance notice, employees of Customer, and/or representatives of Customer approved by GEII and, where applicable, its Parent Company (which approval shall not be unreasonably withheld provided that they are not agents or employees of competitors of GEII or its Parent Company), shall be admitted at reasonable times to the manufacturing facilities of GEII or its Parent Company and their suppliers' facilities on a

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reasonable basis and upon advance notification for the purpose of witnessing inspection of the Parts to be furnished or in the process of refurbishment and determining status of production. Such access shall be limited to areas directly concerned with Customer's Parts and shall not include restricted areas where developmental work or work of a proprietary nature is being conducted. However, neither completion of production work nor shipment shall be delayed to accommodate the inspector. GEII shall provide reasonable advance coordination with Customer so as to facilitate scheduling of such Customer inspections.

13.0 COMPLIANCE WITH LAWS

The Parties' performance hereunder shall comply with all applicable federal, state and local laws, rules and regulations. The Price set forth in this Agreement, however, are based upon the design, manufacture and delivery by GEII or its Parent Company pursuant to their design criteria, manufacturing processes and procedures and quality assurance programs and applicable laws, rules and regulations, all in effect on the Effective Date of this Agreement.

Therefore, in the event that changes in any applicable federal, state or local laws, rules or regulations occurring after the Effective Date of this Agreement require any changes in the performance of GEII or its Parent Company including, but not limited to, design criteria, manufacturing processes and procedures or quality assurance program, the Price will be adjusted equitably to reflect the change. Any other provisions, including but not limited to schedule, which are affected by such change will be equitably modified as appropriate. If the change is not possible, GEII will so notify the Customer and the Customer may terminate the Agreement in accordance with Section 9.1 herein (as if an Excusable Delay had continued for more than one hundred-eighty (180) days for purposes of Section 9.1), or direct completion without change and assume responsibility for obtaining any necessary waivers.

Notwithstanding the foregoing paragraphs, no modification in Price or the pricing as set forth in Attachment 4 for Extra work will be made as a result of any general change in the manufacturing facilities of GEII or its Parent Company or suppliers resulting from the imposition of any requirements by any federal, state or local government activity.

14.0 SITE CONDITIONS

14.1 Each Party assumes that any information furnished by the other Party is accurate and complete and is relying on such information. To the extent GEII obtains actual knowledge of any conditions at the Customer's Facility site additional to or different from those normally expected or indicated in Customer-furnished information, or that are previously unknown physical conditions at the Customer's Facility site, GEII shall promptly notify the Customer prior to proceeding. If such conditions cause an increase in

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GEII's cost of, or the time required for, performance of any part of the work under this Agreement, and provided that GEII was unaware of said conditions when the work was priced, an equitable adjustment shall be made, including without limitation an adjustment of price and/or schedule.

14.2 If GEII encounters on the Facility site, pre-existing asbestos, toxic substances, hazardous substances, or hazardous wastes (as such terms may be defined in any federal, state or local statute or ordinance or regulations issued thereunder), collectively referred to in this Article as hazardous substances ("Hazardous Substances"), which require special handling and/or disposal, or such substances are introduced to the site by Customer or others, the Customer shall immediately take whatever precautions are required to legally eliminate such hazardous conditions so that the work under the Agreement may safely proceed. If any such Hazardous Substances cause an increase in GEII's cost of, or the time required for, performance of any part of the work under this Agreement, an equitable adjustment shall be made in the Price, or schedule or both, as appropriate. Customer agrees to properly dispose of all Hazardous Substances. Customer shall indemnify GEII for any and all claims, damages, losses, causes of action, demands, judgments, and expenses, including without limitation attorneys' and consultants' fees and expenses arising out of or relating to the presence of any such Hazardous Substances which are: (i) present on the site prior to the commencement of GEII's work or (ii) improperly handled or disposed of by Customer, or (iii) brought to the site or produced thereon by parties other than GEII or its subcontractors performing under this Agreement, except to the extent that GEII's or its suppliers' or subcontractors' acts or omissions have been negligent or willful with respect thereto and thereby (1) caused a release of pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others, (2) exacerbated the pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others, or (3) rendered removal or remediation of pre-existing Hazardous Substances or Hazardous Substances brought onto the site by others more costly. GEII shall indemnify Customer for any and all claims, damages, losses, causes of action, demands, judgements and expense, including, without limitation, attorneys' and consultants' fees and expenses arising out of or relating to the release of Hazardous Substances due to the negligence of GEII or its subcontractors performing under this Agreement.

15.0 CHANGES, DELETIONS AND EXTRA WORK

Customer has the right (but not the obligation) to direct GEII to perform changes, including deletions (except material deletions which materially reduce GEII's workscope in this Agreement) and Extra Work, within the general scope of the goods and services to be performed by GEII under this Agreement, subject to an equitable adjustment of the Price or schedule and/or obligations, as applicable. Upon submittal of a written request by Customer to GEII to perform Extra Work, or to alter, add to, or deduct from GEII's scope of work hereunder, GEII shall submit to Customer a written estimate of any adjustments to the scope of work, the schedule, the Price, or any adjustments to the warranty or other obligations or other impacts that would result from the change. In the

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case of emergency work, GEII shall proceed with the change or Extra Work as directed in writing by the Customer and any applicable Price adjustment shall be at the time and material rates as set forth in ATTACHMENT 4; otherwise, any difference in Price, schedule, rights and/or obligations, including without limitation GEII's warranty obligations, resulting from such technical changes must be mutually agreed upon in writing prior to proceeding with the affected part of the work. Any applicable price adjustment for any such Extra Work or change shall be determined in one or more of the following ways: (1) by mutually agreed upon firm lump sum price, or (2) by unit Price as specified in this Agreement or otherwise agreed upon in writing, or (3) at time and material rates as set forth in Section 1.3.2 of ATTACHMENT 4 of this Agreement, or (4) such other basis as the Parties mutually agree upon in writing. All changes and Extra Work shall be performed and paid for or credited, as applicable, pursuant to the terms of this Agreement. Any changes not authorized by Customer as provided in Section 1.3.2 of ATTACHMENT 4 and this Article 15.0 of ATTACHMENT 5 shall be at GEII's expense.

16.0 NUCLEAR APPLICATION

The Parts and services, including incidental materials and components repaired by GEII, furnished under this Agreement are not intended for use, and shall not be used, in connection with nuclear installations or applications using steam from a nuclear source of steam supply. Customer warrants that it shall not use such Parts and services for such nuclear applications or activity, or permit others to do so, unless such use is specifically agreed upon in advance and in writing by GEII or its Parent Company. If any such use occurs without such consent of GEII or its Parent Company, GEII disclaims all liability and responsibility of any kind, whether arising as a result of breach of contract, indemnity, warranty, tort (including negligence), strict liability, or otherwise for any nuclear or other damage, injury, or contamination, arising out of or related to such use, and Customer shall indemnify GEII against any such liability and responsibility.

17.0 LIMITATIONS OF LIABILITY

17.1 GEII's liability on all claims of any kind, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, for all losses or damages arising out of, connected with, or resulting from this Agreement, or from the performance or breach thereof, or from any materials, parts or services covered by or furnished under the Agreement or any extension of expansion thereof, shall in no case exceed the following limits:

(i) From the Effective Date through December 31, 2002, the total of such liability shall not exceed $17,000,000. Beginning on January 1, 2003, for all claims arising during any Agreement Year, the cumulative total of such liability shall not exceed $40,000,000 for each Agreement Year; provided that, for the Agreement Year in which this Agreement either expires or terminates, such annual cumulative limitation shall be pro rated according to the number of days in such

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Agreement Year up to the date in which this Agreement either expires or terminates. For all claims arising during any twelve (12) month period after the earlier expiration or termination of this Agreement, the total of such liability for each such twelve (12) month period shall not exceed $26,000,000.
The aggregate, cumulative liability of GEII under this paragraph (i) shall not exeed $171,000,000, plus the amount paid by Customer for Extra Work on the Covered Unit. The limitation of liability provided in this paragraph (i) shall apply to all Maintenance Services and Parts performed or provided by GEII under this Agreement, except for Extra Work that is not performed or provided on the Covered Units which limitation of liability is set forth in paragraph (ii) below.

(ii) With respect to Extra Work that is not performed or provided on the Covered Units, the limitation of liability shall be mutually agreed to by the Parties, but shall in no case be less than the total amount required to be paid by Customer for such Extra Work.

(iii) Except as to warranty of title to any goods furnished, all such liability shall terminate four (4) years following the termination or expiration of this Agreement. However, such four (4) year period shall not operate to extinguish such detailed written claims of Customer which have been made prior to the expiration of such four (4) year period.

17.2 In no event, whether based on contract, indemnity, warranty, tort (including negligence), strict liability or otherwise, shall either Party or their respective employees, suppliers, or subcontractors, be liable for special, incidental, punitive, indirect, exemplary or consequential damages including, but not limited to, loss of profits or revenue, loss of use of any property, cost of capital, cost of purchased power, downtime costs, or claims of customers of the other Party for such damages ("Consequential Damages").

17.3 In no event shall GEII be liable under this Agreement for any loss or damage: (1) arising from its failure to discover or repair latent defects or defects inherent in the design of Customer's equipment that are not part of the Covered Unit (or equipment pursuant to which Extra Work is performed) under this Agreement, or (2) caused by the use of goods or performance of services against the advice of GEII; provided however, that the use of goods and services consistent with that advice previously provided by GE pursuant to the Equipment Contract, or otherwise consistent with GE practice in the industry as applicable to the Facility, shall not be deemed contrary to GEII's current advice for purposes of this clause. If GEII furnishes Customer with advice concerning any products or systems which are not part of the Covered Unit (or products or systems that are not the subject of Extra Work) and such advice does not relate to Maintenance Services and Parts provided under this Agreement (including Extra Work performed hereunder), the furnishing of such advice will not subject GEII to any liability hereunder whether in contract, indemnity, warranty, tort (including negligence), strict liability or otherwise. Nothing in this section 17.3 shall effect Customer's rights under any other agreement with GEII or its affiliates.

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18.0 **AGREEMENT**

The Agreement consists of the "Contractual Services Agreement" and the attachments identified in this Contractual Services Agreement, including these Terms and Conditions. In the event of any conflict between provisions in these Terms and Conditions and other parts of this Agreement, these Terms and Conditions shall take precedence.

19.0 **NOTICES**

19.1 All notices required or desired to be given pursuant to this Agreement shall be in writing and shall be delivered by personal-in-hand delivery, sent by facsimile transmission, sent by prepaid certified mail return receipt requested, or sent prepaid by recognized overnight delivery service (such as Federal Express), delivered or addressed to the Notice Address and contact person set forth in this Agreement.

19.2 Such notices shall be deemed to have been given when delivered in the case of in-hand delivery, on the date shown by a facsimile transmission report or confirmation in the case of facsimile transmission, on the date shown on the return receipt in the case of mailing, or on the date of delivery in the case of overnight delivery service. Either Party may modify its contact person and/or Notice Address by advance notice to the other Party.

20.0 **INDEMNITY AND DEFENSE OBLIGATIONS**

20.1 GEII agrees to indemnify and hold harmless Customer, including Customer's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of GEII, and the persons employed or utilized by GEII, in the performance of this Agreement. Customer shall likewise indemnify and hold harmless GEII, including GEII's officers and employees, from liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Customer, and the persons employed or utilized by Customer (excluding GEII, its affiliates and subcontractors), in the performance of this Agreement. In the event such damage or injury is caused by the joint or concurrent negligence of Customer and GEII, the loss or expense shall be borne by each Party in proportion to its degree of negligence, recklessness or intentional wrongful misconduct. For purposes of GEII's indemnity responsibility under this Article 20.1, no portion of the Covered Unit(s), Facility or the Site is considered third party property.

20.2 For purposes of this Article 20, the term "liabilities, damages, losses and costs" shall mean any and all liabilities, damages, losses and costs, including but not limited to reasonable attorneys' fees, resulting from or by reason of any damage to property of third parties or personal injury, including death, of persons, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise.

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20.3 In addition to their indemnification obligations set forth in Section 20.1, above, each Party agrees to also undertake, at its own expense and with counsel reasonably satisfactory to the other Party, the defense of any claim or action for which and to the extent such Party is required to indemnify the other Party under Section 20.1, above.

20.4 Notwithstanding any provision in this Agreement to the contrary (including without limitation Article 17, LIMITATIONS OF LIABILITY, of these Terms and Conditions), the limitation of liability set forth in Section 17.1 of these Terms and Conditions shall not apply to claims arising under this Article 20, INDEMNITY. Additionally, notwithstanding the four (4) year liability period provided in Section 17.1, above, all liability of GEII for such claims shall expire on the later of four (4) years after the expiration or termination of this Agreement or the expiration of the statute of limitations applicable to such claim, except for such claims that are asserted during such period.

21.0 INSURANCE

21.1 GEII will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to GEII's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) General/Public Liability insurance in an occurrence form for GEII's protection providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages, including coverage for: (i) Commercial Form; (ii) Premises/Operations; (iii) Products/Completed Operations; (iv) Independent Contractors; (v) Blanket Contractual liability; (vi) Broad Form Property Damage; (vii) XCU; and (viii) Personal Liability.

c) Automobile Liability Insurance, in a comprehensive form, for GEII's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.2 GEII, and GEII's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by GEII in accordance with Section 21.1 hereof shall not be canceled or changed without thirty days' advance written notice to Customer of such cancellation or change.

Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, GEII shall deliver to Customer a certificate(s) of insurance evidencing that the insurance required to be maintained by GEII

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in accordance with Section 21.1 of ATTACHMENT 5 is in full force and effect. The certificate(s) shall identify as the certificate holder: Tampa Electric Company, Attention: Tampa Electric Company, Procurement and Real Estate Department, Insurance Coordinator, Post Office Box 111, Tampa, Florida 33601-0111, to which address it shall be mailed or delivered.

21.3 Customer will procure and maintain in force for its benefit during the term of this Agreement and the performance of remedial warranty work, if any, the following insurance coverage:

a) Workers' Compensation insurance applicable to Customer's employees in such form(s) and amount(s) as required by all applicable laws, together with Employer's Liability coverage in an amount not less than $2,500,000.00 per occurrence.

b) An all Risk Property and Boiler and Machinery insurance applicable to the Covered Units or the Facility, which policy shall contain, and Customer hereby agrees to obtain from the insurer, a waiver of subrogation in favor of GEII, its subsidiaries and affiliates, performing under this Agreement.

c) General/Public Liability insurance in an occurrence form for Customer's protection, providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence total of underlying and excess coverages including coverages for: (i) Commercial Form; (ii) Premises/Operations; (iii) Products/Completed Operations; (iv) Independent Contractors; (v) Blanket Contractual Insurance; (vi) XCU; and (viii) Personal Liability.

d) Automobile Liability Insurance, in a comprehensive form, for Customer's protection, including coverage for owned, non-owned and hired vehicles providing coverage for bodily injury, death and property damage with a combined single limit of not less than $5,000,000.00 per occurrence.

21.4 Customer, and Customer's insurer(s), shall agree that the insurance policies providing the coverages required to be maintained by Customer in accordance with Section 21.3 shall not be canceled or changed without thirty days' advance written notice to GEII of such cancellation or change.
Prior to commencement of any work under this Agreement, and not less than annually thereafter during performance of this Agreement, Customer shall deliver to GEII a certificate(s) of insurance evidencing that the insurance required to be maintained by Customer in accordance with Section 21.3 of this Agreement is in full force and effect. The certificates shall identify as the certificate holder: General Electric International, Inc., Attention: General Manager, Contractual Services, 4200 Wildwood Pkwy., Atlanta, GA 30339, Phone (770)-859-6000, Fax (678)-844-5312, to which address it shall be mailed or delivered.

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22.0 PROPRIETARY INFORMATION

22.1 Any data or other information of a proprietary nature (hereinafter "Proprietary Information") which is supplied by GEII to the Customer and clearly marked "Proprietary", in connection with this Contract, shall be used by the Customer only for the purpose for which such Proprietary Information was supplied to it, and the Customer shall hold such Proprietary Information in confidence except insofar as it may be necessary for Customer to disclose the same to third parties retained by Customer to assist in engineering, construction, maintenance or repair of Customer's Equipment, and associated structures and facilities, or to provide goods or services bearing a relation to the Equipment and/or Work supplied by GEII under this Contract; and the Customer shall not make any such disclosure of Proprietary Information to a third party without first binding such third party to treat such information as confidential. The title to any Proprietary Information supplied by GEII to the Customer shall remain in GEII and no license beyond the limited right of use of such information set forth above shall be deemed granted to the Customer with respect to such Proprietary Information. Customer and GEII agree that general arrangement type drawings will not be considered or marked "Proprietary".

22.2 Permitted Disclosure Notwithstanding the foregoing restrictions, Customer shall have the right to disclose Proprietary Information furnished hereunder to any regulatory authority, administrative hearing officers or equivalents or courts of competent jurisdiction ("Authority") to the extent required by such Authority. Except as required by securities laws, should Customer undertake to disclose Proprietary Information in accordance with this Section 22.2, Customer agrees to give GEII advance written notice of such undertaking, to make reasonable efforts to secure confidential treatment of such Proprietary Information by the Authority, and to permit GEII to participate in discussions with such Authority with regard to such confidential treatment.

22.3 Confidential Information In the course of performance of services of GEII for the Customer, it is inevitable that certain confidential information will be revealed to one Party by the other or that either Party will obtain knowledge of such confidential information through other sources. Each Party agrees to maintain such confidential information except when such confidential information or Proprietary Information described in Section 22.1 is made known publicly or by a third party authorized to release such confidential information. Neither Customer nor GEII shall release any information pertaining to this Agreement or use the name of the Customer and GEII on any public releases without prior written consent of the Customer and GEII.

23.0 OPERATING RECORDS

Customer shall maintain full, complete and accurate records concerning operation of the Covered Units and Facility and the performance of all maintenance undertaken by the Customer. Such records shall include, without limitation, a detailed and timely operating log, logs and printouts of and from the control system(s) of the Covered Unit and Facility,

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and documentation of all Routine Maintenance, and other maintenance, performed by Customer or Customer's other contractors. Upon request by GEII, Customer shall provide GEII with access to review and/or copy such records. GEII shall provide to Customer complete and accurate reports describing Maintenance Services performed by GEII upon the Covered Units.

24.0 **DISPUTE RESOLUTION**

24.1 Any controversy, dispute or claim between GEII and Customer, that cannot be resolved informally shall initially be referred, on five days written notice, to a meeting between GEII's Assigned Technical Advisor and Customer's representative.

24.2 If the matter is not resolved at the meeting referred to above or, if such meeting does not occur, either party may, within ten (10) business days after the date of such written notice, present the matter to the management of GEII and Customer for resolution. To this end, GEII agrees that the General Manager of Contractual Services , or a representative thereof fully authorized to resolve the dispute, will meet with an Officer of the Customer or a representative thereof fully authorized to resolve the dispute, within seven (7) business days following presentation of the matter to them.

24.3 If the matter is not resolved within twenty (20) business days after the meeting held pursuant to the provisions of Section 24.2 above, or if such meeting is not held within thirty (30) days of the written notice in Section 24.1, either Party is then free to pursue whatever legal remedies it may have. Any legal procedings shall be venued in U.S. Federal or State courts located in the State of Florida.

25.0 **GENERAL**

25.1 Any assignment or attempted assignment of any rights or duties under this Agreement, by either Party, without the prior written consent of the other Party, shall be void.

25.2 The provisions of this Agreement are for the benefit of the Parties hereto and not for any other party or person, except as specifically provided herein. Customer represents that it is the sole owner of the Facility or Facilities and the Covered Units for which the Parts and Maintenance Services are to be provided hereunder. .

25.3 Upon prior approval from Customer, GEII may subcontract its work scope, in whole or in part, to one or more subcontractors. Such prior approval from Customer shall not be unreasonably withheld. Customer approves GEII subcontracting for craft labor services, trailers, cranes, temporary toilet facilities, however, Customer retains the right to restrict access to the Facility in the event that a subcontractor is not approved to work at the Facility, which approval shall not be unreasonably withheld. GEII shall be solely responsible for the engagement, contracting with and management of its subcontractors in the performance of the work, and the creation of any subcontractor relationship shall not relieve GEII of its obligations hereunder.

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25.4 Waiver by either Party, on any one or more occasion(s), of any right under this Agreement shall not be deemed a waiver of such right for any other or future occasion, or waiver of any other rights hereunder.

25.5 This Agreement contains the entire and only agreement between the Parties respecting Maintenance Services and Parts for the Covered Units, and supersedes all prior and contemporaneous agreements, understandings, offers and statements. No oral or written statement, representation, warranty, course of dealing or trade usage not specifically contained or referenced in this Agreement will be binding on either Party. Notwithstanding the foregoing, it is agreed that:

(i) The Equipment Contract, including but not limited to all remedies, indemnifications, warranties and other terms and conditions contained therein are not modified or superseded by this Agreement and continue to exist subject to and in accordance with their terms. Notwithstanding any provision herein to the contrary, warranty work and corrective action required to be performed by the Parent Company under the Equipment Contract shall not be invoiced under this Agreement.

25.6 Invalidity, in whole or in part, of any of the articles or sections set forth in this Agreement will not affect the remainder of such article or section or any other article or section of this Agreement. Except for the Definitions, article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

25.7 Except for any remedy that is expressly stated herein to be the sole and exclusive remedy (or words of like import) available to a Party for a specific failure to perform hereunder, which remedy shall be the sole and exclusive remedy available to a Party for such failure to perform, all other remedies under this Agreement shall be cumulative and in addition to every other remedy available under this Agreement or at law or in equity and may be exercised concurrently or separately, and the exercise of any one such remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

25.8 During the period of this Agreement and in connection with charges under this Agreement for changes or Extra Work performed on a time and material basis or for any claim whatsoever for additional costs based on GEII's actual costs (but not lump sum changes accepted by Customer by Change Order), GEII shall maintain a set of accounts and records including all financial documents, correspondence, data, files, record layouts and codes, and any other financial evidence which shows and supports the aforesaid charges. The system of accounts to be used by GEII shall be in accordance with generally accepted accounting principles. GEII shall preserve these records for a period of three years after final payment pursuant to this Agreement. Customer shall have the right to review such accounts and records at all reasonable times after having first given its notice to do so.

25.9. If a Party's obligations under Article 20, INDEMNIFICATION AND DEFENSE OBLIGATIONS, hereunder are for any reason and to any extent found to be unenforceable

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under applicable law, the Parties shall continue to be obligated to indemnify, hold harmless and defend the other Party (including the other Party's officers and employees) from liabilities, damages, losses and costs (as such terms are defined in Section 20.2, above), including but not limited to reasonable attorneys' fees, to the fullest extent permitted under applicable law; provided that such obligation of the Parties shall in no event exceed the obligations set forth in Article 20 hereof.

25.10 No modification, amendment, rescission, waiver, or other change of this Agreement will be binding on either Party unless agreed to by the Parties in writing.

25.11 In performing this Agreement, GEII shall be an independent contractor of the Customer. Nothing herein is intended to create a partnership or joint venture between the Parties or to otherwise alter GEII's independent contractor status.

25.12 The prices set forth in the Agreement are based on the understanding that the obligations of GEII under this Agreement will supplement and not duplicate the obligations under the separate Equipment Contract.

25.13 Governing Law: The validity, performance and all matters relating to the interpretation and effect of this Agreement with respect to mechanics liens, real estate, indemnity, payment, termination, warranty and performance guarantees shall be governed by the laws of the State of Florida. All other matters, including but not limited to limitation of actions, shall be governed by the laws of the State of New York. It is the intention of Customer and GEII to contractually shorten the Statute of Limitation applicable to issues arising under this Agreement. Any action or proceeding brought hereunder shall be brought in the location of Customer's principal place of business.

25.14 Survival - Subject to the liability time limitations contained herein, the provisions entitled "Pricing" (Attachment 4), "Warranty" (Article 4), "Patents" (Article 5), "Sales and Similar Taxes" (Article 8), "Termination" (Article 9), "Limitations of Liability" (Article 17), "Site Conditions" (Article 14), "Nuclear Application" (Article 16), "Notices" (Article 19), Indemnity (Article 20), "Insurance" (Article 21), "Proprietary Information"(Article 22), "Dispute Resolution" (Article 24), and "General" (Article 25) ", as applicable, shall survive termination, expiration or cancellation of this Agreement.

25.15 Article and section headings are for convenience and shall not be given effect in interpretation of this Agreement.

26.0 PROPERTY DAMAGE WAIVER AND INDEMNITY

26.1 Except to the extent GEII has responsibility under Article 4.0, "Warranty", and for intentional acts or omissions of GEII, Customer waives rights of recovery against GEII, whether Customer's claim is brought under breach of contract, warranty (except as provided above in this Section 26.1), indemnity, tort (including negligence), strict liability or otherwise, for loss or damage to the property of Customer. However, notwithstanding

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the foregoing, to the extent that the loss or damage to the property of the Customer is caused by the negligence of GEII, GEII shall be responsible for the lesser of (i) Customer's self-insurance retention deductible under its insurance maintained as specified in Section 21.3 for damage to Customer's property, or (ii) Five Hundred Thousand Dollars ($500,000) per event. GEII's responsibilities hereunder for damage to Customer's property shall not exceed Two Million Dollars ($2,000,000) in any Agreement Year (including each twelve (12) month period during the four (4) year period following the earlier expiration or termination of this Agreement), which amount shall be pro rated for partial Agreement Years or twelve (12) month periods, as applicable.

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ATTACHMENT 6

SITE AND SAFETY REQUIREMENTS

These requirements are

subject to the provisions of Attachment 5.

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SAFETY ENVIRONMENTAL & SITE REQUIREMENTS

NOTE: THE WORD "COMPANY" AS USED HEREIN IS SYNONYMOUS WITH "CUSTOMER" OR "TAMPA ELECTRIC COMPANY" OR "OWNER". THE WORD "CONTRACTOR" AS USED HEREIN IS SYNONYMOUS WITH "GEII". THE CAPITALIZED FORMS OF THE WORD "SUBCONTRACTOR" AS USED HEREIN REFER TO A SUBCONTRACTOR(S) OF GEII OR OTHERS ACTING ON GEII'S BEHALF. THE WORD "CONTRACT" IS SYNONYMOUS WITH THE "AGREEMENT".

1. SAFETY PROGRAM

The Contractor shall provide its safety program for review by Company's representative as soon as possible, but not exceeding thirty (30) days, after the first CSA Start Date. Submittal of Contractor's program, and its review by Company, in no way relieves the Contractor of its responsibility or liability with regard to initiating, maintaining, and supervising all aspects of its work, inclusive of site rules and safety requirements specifically applicable to the Contractor and its subcontractors of every tier.

Tampa Electric Company will provide to the Contractor, annually, a Contractor safety orientation train-the –trainer. This orientation is intended to provide new personnel with a general overview of the site work rules, safety hazards, description of the process and the emergency plan and alarm system. This orientation is in addition to, rather than in lieu of, the required Contractor safety program. The Contractor shall provide this orientation to all employees prior to performing work on Tampa Electric Energy Supply sites.

The Contractor's written Safety Program shall, as a minimum, address the following areas:

1.1 The Contractor shall designate the individual or individuals responsible for implementation of its Safety Program and those responsible for the development and enforcement of safety policies and procedures; indoctrination of new employees; site inspection responsibilities; the conduction of Contractor's weekly safety meetings; documentation of training; Confined Space Program; Hazardous Communications Program; Hazardous Energy Control Program; and, responsibility for submission of necessary reports related to site injuries and/or safety.

1.2 Accident Prevention:

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1.2.1 The Contractor shall specify the scope of indoctrination for new employees, including the Tampa Electric Contractor Safety Orientation procedures for weekly safety meetings, and the scope and frequency of job site inspections.

1.2.2 The Contractor shall specify the availability of and enforcement of procedures for use of protective devices such as head protection, eye protection, hearing protection, respiratory protection, personal fall arrest systems, wet weather gear, fire resistant blankets and/or barriers, and any other devices utilized for the protection of property and each individual employee's health and safety. The Contractor shall be responsible for any appropriate fitness for duty evaluations and/or medical clearances required for equipment use and/or job requirements as indicated by OSHA Standards, i.e. respiratory clearances, Crane Operator physical evaluations, etc.

1.2.3 The Contractor shall specify the type of instrumentation to be utilized, and its availability, to determine the presence (or concentration/degree, as applicable) of flammable gases, toxic gases, oxygen levels, noise levels, gas sampling, and such other instrumentation as may be required to ensure a safe working environment. It shall be the Contractor's responsibility to conduct appropriate testing and air monitoring in connection with any work performed by Contractor's employees or Subcontractors to determine the need for or adequacy of personal protection equipment and/or OSHA compliance for all tasks performed by the Contractor under this Agreement. The Contractor shall be responsible for any medical surveillance required by their employees due to exposures on the Owner's site.

1.2.4 Contractor's Safety Program shall cover, in addition to accident and injury prevention procedures, specific procedures for fire protection and prevention of damage to property, as well as such other procedures beyond statutory requirements that may be necessary to conduct the work in a safe manner and provide maximum protection for the health and safety of employees and others. A spill prevention and control procedure shall be provided.

1.2.5 Contractor's Safety Program shall set forth specific actions that will be taken to require compliance by all Subcontractors (inclusive of lower tier Subcontractors).

2. ACCIDENT REPORTS

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The Contractor shall promptly report to the Company's representative, in writing within 24 hours, all accidents, whatsoever, whether involving personal injury or property damage, arising out of or in connection with the performance of the work, giving full details and statements of witnesses. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to the Company representative and facility manager.

If a claim is made by anyone against the Contractor or any of its subcontractors on account of any accident, damage or injury associated with the work, the Contractor shall promptly report the full details of such claim in writing to Company's representative.

3. **COMPLIANCE WITH LAW**

3.1 The Contractor shall comply, and shall cause its employees and subcontractors of every tier to comply, with all laws, ordinances, rules, regulations, and all lawful orders (collectively "Regulations") of all federal, state and local authorities having jurisdiction over the site and each applicable portion of the work, including but not limited to, those promulgated to ensure the health, safety, and preservation of persons and property and those pertaining to protection of the environment. All laws and regulations required to be incorporated into Contracts such as this are hereby incorporated herein by reference.

3.2 Contractor, without limitation, expressly agrees to comply, where applicable, with the following Regulations as currently amended, supplemented, or augmented: (a) all "Equal Employment Opportunity" requirements pursuant to Executive Orders 11246, 11375, 11701, 11758, 12138, 12549, and 12608 as supplemented by 41 C.F.R. Part 60, 10 C.F.R. Part 1036 and 32 Fed. Reg. 7439; and (b) the Americans with Disabilities Act of 1990; and, environmental requirements pursuant to Titles 33 & 42 U.S.C. and E.P.A. 40 C.F.R. Part 15 and 48 C.F.R. SS52.223; and, (d) safety and working conditions requirements pursuant to OSHA Regulations (including, but not limited to, 29 CFR 1900-1910.1450; 29 CFR 1917; 29 CFR 1926), the Fair Labor Standards Act (29 U.S.C. Sec. 201-219), and the Contract Work Hours & Safety Standards Act (40 U.S.C. 327-330) & (29 C.F.R. Part 5).

Failure to specifically site an applicable law, rule, regulation or order, shall not relieve Contractor of its obligation to fully comply therewith.

4. **COMPANY'S RULES FOR SAFETY, CONDUCT, AND ENVIRONMENTAL COMPLIANCE**

4.1 The Company's Site Work Rules (Attachment No. 1 hereof), Site Rules of Conduct (Attachment No. 2), and Site Safety Rules (Attachment No. 3) , as well as Company's Environmental Compliance Program (Section 5 hereafter), shall be

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complied with and enforced by the Contractor, Contractor's Subcontractors (and their respective employees) during the performance of the work. These provisions are intended to establish minimum standards of safety, conduct, and environmental protection to be complied with and enforced on the Company's property and shall not preclude the establishment and implementation by the Contractor of additional and more stringent requirements as may be necessary in connection with the Contractor's specific type of work; neither shall the Company's minimum standards relieve, or lessen in any way, the responsibility of the Contractor to establish, implement, monitor, and enforce any rules, procedures, or standards necessary for the prudent, lawful, and safe conduct of the work. In the event that the Contractor's rules, procedures, standards, or needs are found to be in conflict, in any way, with any of the Company's requirements, the Contractor shall promptly notify the Company and a joint resolution of such discrepancy shall be developed.

4.2 Energy Supply Safety Manual, means a Company publication detailing procedural requirements for its employees; and, said manual may be used as a guide for Contractor's personnel but in no event shall supersede Contractor's own safety program or OSHA requirements.

4.3 Other Safety Procedures

The Contractor agrees to comply with all site safety procedures including but not limited to: the safety program, Company's Drug Free Workplace program, Hazardous Energy Control Program, Line Break, Hot Work, Process Safety Management Plan and Emergency Plan, Facility Response Plan, Confined Space Program or any new or amended procedures that may be implemented from time to time. Such site safety procedures are in addition to, not in lieu of, Contractor's procedures.

5. ENVIRONMENTAL COMPLIANCE PROGRAM

5.1 The Contractor agrees to comply and to cause its employees and subcontractors to comply with all federal, state, and local laws, ordinances, regulations, rules, and governmental orders of all public authorities having jurisdiction for protection of the environment and/or existing for protection of persons, property, and natural resources.

5.2 Contractor is advised that Company has developed its own environmental awareness and compliance guidelines for the purposes of training its own employees and to provide guidelines for the procedures, techniques, precautions, and other requirements which shall govern the performance of work on

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Company's premises, by Company's personnel and separate Contractors, so as to minimize risks to persons, property, and the environment.

To the extent that Company's environmental awareness and compliance guidelines are consistent with all environmental Regulations, Contractor agrees to comply therewith and to cause its employees and subcontractors and others performing any part of the work on behalf of Contractor to comply with same. It is not intended that said Guidelines supersede any portion of Contractor's own program covering environmental risks; neither shall Company's Guidelines supersede, or relieve Contractor of its obligations pursuant to, the aforestated environmental Regulations.

5.3 To the extent set forth herein before, the Contractor acknowledges and agrees to comply with the following specific requirements of Company:

5.3.1 Notifications

In the event of an Environmental Concern ("Environmental Concern"), Contractor shall, prior to proceeding, contact the Company representative; or, for emergencies or in the absence of the normal Company representative, Contractor shall immediately contact the Facility Manager ("Facility Manager") at the particular Company site. For the purposes of this clause, an Environmental Concern shall be deemed to include, but not be limited to, any one or more of the following:

a. Any planned work or undertaking which will involve delivery, handling, movement, use, application, removal, transport, disposal, storage or control of hazard or toxic chemicals or substances as defined by any present of future law or Regulation; or,

b. Any planned work or undertaking which has the potential to result in the exposure of persons or property to hazardous or toxic substances or contamination; or,

c. Any work or undertaking having the potential to expose persons or property to extremes of pressure, temperature, engulfment, loss of atmosphere, unbreathable atmosphere, or corrosive or otherwise hazardous environment; or,

d. Any work or undertaking having the potential to release hazardous substances, contaminants, or potential pollutants into (or onto) the air, water, public or private lands, waterways, facilities; or, which will otherwise have an adverse effect upon natural flora, fauna,

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wildlife or the environment.

5.3.2 Contractor shall comply with all federal, state, and local regulations.

5.3.3 Contractor shall identify to Tampa Electric Company any potential contaminates to be used in the work of Contractor prior to bringing any such substance onto Tampa Electric's site. Contractor shall notify Tampa Electric Company, in advance, of any chemical or substance to be brought onto the site, including but not limited to hazardous or toxic chemicals or substances. Contractor shall promptly notify Tampa Electric Company of any toxic or hazardous substance or waste which Contractor anticipates will be introduced upon the site, generated by Contractor's activities, or handled, stored, transported by Contractor; and, further, shall promptly notify Tampa Electric Company of any such materials actually introduced upon the site or generated, stored, handled or transported by Contractor. Contractor shall place hazardous and non-hazardous wastes in containers provided by Tampa Electric Company and transport to the accumulation areas designated by Tampa Electric Company at the Facility. A Material Safety Data Sheet (MSDS) shall be provided to Tampa Electric Company for all chemicals and potential contaminants brought onto the site.

5.3.4 GEII will not dispose of any hazardous or toxic substances or wastes.

5.3.5 The Contractor shall, prior to performing work on premises owned or controlled by Company, read and provide signature acknowledgment of the following checklist:

[Note: See following page for Checklist.]

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ENVIRONMENTAL CHECKLIST

Contractor shall return this signed document to the Company representative.

A. Contractor's vehicles and equipment such as pumps, dredges, backhoes, etc. shall be free from leaks of any type including, but not limited to, oil, transmission fluid, radiator coolant, etc. Stationary equipment shall be provided with drip pans large enough to contain all such fluids. If any leaks are observed the Contractor will be required to remove the vehicle or equipment from the site. Equipment brought onto the site shall be free of previous contamination from other sites or sources.

B. Contractor shall make very reasonable effort to park vehicles away from drains of any type and shall never park vehicles or equipment closer than 50 feet to the bay.

C. Contractor, when working unavoidably near drains of any type, shall contact the Company's representative and Facility Manager to barricade the drain thus isolating it from potential spills.

D. In the event of a spill of any type, Contractor will stop immediately and contact the Company representative and Facility Manager. It shall be the Contractor's responsibility to contain and prevent spreading of the spill.

E. Contractor is prohibited from bringing any chemicals or products onto the facility without a Material Safety Data Sheet ("MSDS") The Company representative and the Facility Manager shall receive a copy of each MSDS for each such chemical or substance at least 5 days prior to its entry upon the site.

F. Contractor shall provide the Company representative with a list of all chemicals, products, and substances brought onto the facility. This list shall also contain the quantity of chemicals, products and substances.

G. Contractor shall provide the Company representative with a list of any unused chemicals, products, materials, and accumulated waste substances remaining at the conclusion of each Work assignment.

H. Contractor shall retain the sole responsibility for (except Hazardous Substances) such chemicals, products, and substances consistent with the "MSDS".

I have read, understand, and agree to comply with the above listed items:

Contractor's Name: _____

By: _____

Date: _____ **Title**

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5.3.7 **HAZARDOUS MATERIALS AND WASTE**

The following provisions shall apply except as otherwise set forth in Attachment 5, section 14.2, of this Agreement:

Contractor may be required to perform Work at multiple facilities (sites) of Company. Certain of such facilities are classified as large producers of hazardous materials and waste and, therefore, are subject to many EPA and OSHA Regulations. The Contractor and its subcontractors shall be subject to the same Regulations.

The Company representative and Facility Manager shall be notified of the amount (volume, or weight or quantity, etc) of chemical, material, product, or substance being brought onto the facility, the amount of same that was used or consumed, and the amount that remains at the conclusion of the work assignment.

The Contractor will notify the Company's representative and the Facility Manager of any potential waste that may have been generated. The Company's representative will provide instructions concerning testing and temporary storage of waste by the Contractor.

Company would appreciate any comments of Contractor relative to improving its Environmental Awareness and Compliance Program.

5.3.8 **RESOURCE CONSERVATION AND RECOVERY ACT (RCRA) TRAINING**

Contractor agrees to comply and to cause its employees and subcontractors to comply with all requirements of the Resource Conservation And Recovery Act ("RCRA") and to ensure the training of its employees and subcontractor personnel to recognize RCRA risks and comply with all environmental Regulations applicable thereto. The Company's RCRA Training Guide (RCRA Training Guide) as set forth in this Section 5.3.8, shall, as a minimum and to the extent consistent with RCRA requirements, be complied with, implemented, and enforced by Contractor.

The Company's RCRA Training Guide, as set forth in this Section 5.3.8, is applicable for Company's management of its own employees and for wastes generated by its own operations. It shall be the Contractor's obligation to manage its employees and subcontractors and all wastes introduced to the site or generated by Contractor's activities in a manner consistent with or exceeding the requirements of Company's guidelines. All obligations normally applicable to Company and its employees under these guidelines shall be deemed to be the

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obligation of the Contractor and the Company under this Agreement. The Contractor and its employees and subcontractors shall be required to undergo training which, as a minimum, covers the information set forth herein; and, each such trainee shall be required to sign the RCRA Training Attendance Record and return the attendance record to Company's representative. Company's representative will maintain a record of all personnel who have received RCRA Training. Company's training requirements in no way precludes the Contractor from performing any additional training it feels necessary, nor does it take the place of Contractor's program(s) to comply with RCRA or any other environmental Regulations. Company assumes no liability for any Contractor violations or infractions of any environmental Regulations as a result of any information included or omitted from Company's RCRA Training Guide.

RCRA TRAINING GUIDE

A. RCRA stipulates guidelines for identifying which wastes are hazardous wastes and for storage and disposal of hazardous wastes.

B. RCRA is an EPA regulation not an OSHA safety regulation.

C. RCRA applies to the following hazardous waste streams: Lithium batteries, Mercury, chlorothane or chlorinated solvents, paint waste, and boiler acid cleaning, etc. Other wastes may also be hazardous including used oil contaminated with metals or solvents.

D. Each employee of the Contractor shall notify his/her immediate supervisor of any actual or potential hazardous waste generation. The supervisor shall, in turn, notify Company's representative and the Facility Manager who shall contact such environmental coordinators and others as may be necessary to ensure the proper handling, accumulating, storing and disposing of such hazardous wastes.

E. **Non-Hazardous Waste Oils**

For non-hazardous waste oils and lubricants, Company provides 55 gallon drums at certain locations (sites) for waste oil disposal. Waste oil drums shall not be filled more than three inches from the top, thus allowing at least 2% freeboard for expansion. Damaged or manufacturer/vendor type drums (example: Chevron) shall not be used for waste oil disposal. Under no circumstances are waste oil drums to be contaminated with other wastes such as gloves, rags, sta-dri material, trash, slag or hazardous waste (example: chlorothane contaminated oils). Weekly, the waste oil is sampled and analyzed. All non-hazardous on-spec oils are pumped and transported by Company and incinerated. At the station sites, the

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plant helper crew has an inspection routing to verify that any container of non-hazardous waste is properly stored and classified.

F. **Hazardous Waste Satellite Accumulation Areas**

As part of its hazardous waste management, Company is allowed to maintain several hazardous waste satellite accumulation areas at certain facilities. These sites are located near the workplace where hazardous wastes are being generated by Company. There is no time limit for how long it takes to accumulate a full drum of the waste, but no more than one 55 gallon drum may be accumulated in any one such area. Once the drum is 90% full, the drum must be taken to the hazardous waste storage area. The accumulation start date, which is the date the drum became full, must be noted on the label. A good example of satellite accumulation areas are the 20 gallon containers maintained by Company at certain sites for the accumulation of spent lithium batteries.

G. **Hazardous Waste**

Whenever a drum accumulating a hazardous waste becomes full, it must be placed in the hazardous waste storage area and a hazardous waste label attached and dated. The plant helper crew inspects each container weekly to verify proper storage. The hazardous waste must be picked up within 90 days by a qualified contractor and transported to an EPA approved disposal facility. A hazardous waste manifest must accompany the shipment. After the shipment is received by the disposal facility, the disposer completes the manifest and returns it to the generator. These manifests are kept on file by the Environmental Coordinator for a three year period. At the end of the year, a hazardous waste annual report is prepared and sent to the EPA. This report summarizes all the hazardous waste generated during the year.

H. **Contingency Plan and Emergency Procedures**

In the event Contractor or its employees or Subcontractors observe a fire or spill involving hazardous or non-hazardous waste, the person who observes the event is to contact his/her supervisor who shall, in turn, contact Company's Representative and the Facility Manager, who will organize the emergency response ream. At the generating stations, the emergency coordinator is the supervisor of plant operations.

I. **Waste Minimization**

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Contractor shall assist with waste minimization by cooperating with the following:

A. Segregation of hazardous and non-hazardous waste to reduce the volume of hazardous waste.
B. Substituting materials/solvents where reasonable so that the wastes generated are non-hazardous.
C. Tight controls of the usage of materials/solvents which will generate hazardous waste.
D. The recycling of spent materials.

Chlorothane or chlorinated solvents usage is restricted, and Company has special procedures for handling same. Minimization of hazardous waste must be an integral part of work practices.

Remember to keep your work site **CLEAN:**

C - Closed waste containers
L - Label hazardous waste drums
E - Examine drums for leaks of spills
A - Accumulation start date for hazardous waste
N Never store hazardous waste greater than 90 days

J. **Documentation of RCRA Training**

Each employee completing RCRA Training shall be required to complete and sign the attached RCRA TRAINING ATTENDANCE RECORD **[inclusive of employees of the Contractor].**

[Note: See next page for Attendance Record Sheet.]

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RCRA TRAINING

Company _____

Date of Training _____

Trainer _____

Title _____

DATE	SIGNATURE	JOB CLASSIFICATION

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5.3.9 **SPILL PREVENTION, CONTROL, AND COUNTER MEASURES PLAN (SPCC)**

To the extent consistent with environmental Regulations, Contractor agrees to comply and to cause its employees and subcontractors to comply with Company's Spill Prevention, Control and Countermeasures Plan (the "SPCC Plan"). Contractor further agrees, as a minimum, to provide training in accordance with Company's SPCC Training Guide (the SPCC Training Guide) as set forth in this Section 5.3.9 hereof, for all such employees assigned to perform work at any of Company's facilities (sites).

Compliance by Contractor with Company's SPCC Plan and/or conducting of training in accordance with Company's SPCC Training Guide shall not relieve Contractor of its obligation to provide its own plan and training programs, inclusive of any additional training or requirements necessary in connection with Contractor's specific work; neither shall Contractor be relieved of its obligation to comply with all environmental Regulations.

Company assumes no liability or responsibility for any Contractor violations or infractions of any environmental Regulations as a result of information contained in or omitted from this SPCC Training Guide.

Specific requirements of Company's SPCC Plan and SPCC Training Guide are as follows:

A. In the event that Contractor detects a spill, the person making such discovery shall immediately contact the Company representative and Facility Manager and shall take whatever action is necessary to minimize damage to property, the environment, and natural resources.

B. The SPCC Plan stipulates guidelines by which fuel oil is to be stored, transported, and unloaded.

C. The SPCC Plan Requirements are in response to an EPA Regulation not OSHA (safety) or RCRA (hazardous waste) Regulations; and, it is necessary to comply with the SPCC requirements in addition to such OSHA and RCRA Regulations.

D. **Application** .

At the stations, SPCC requirements apply to all of the fuel oil

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facilities including all above and below ground fuel oil and waste oil storage tanks. There are fourteen fuel tanks that are covered by this SPCC Plan. These tanks are surrounded by dikes for spill containment. Drainage from the diked areas is restrained by valves which are kept in the closed position.

E. **Rainfall**

Rainwater which has accumulated inside these diked areas may be discharged but first must be inspected for the presence of oil. If the rainwater is contaminated with oil, the oil must be removed prior to draining.

F. **Inspection**

All tanks, piping, and transfer facilities covered by the SPCC Plan are inspected on a quarterly basis. Whenever, plant personnel observe a leaking fuel oil tank, pipe, or valve they shall immediately inform the supervisor of plant operations ("SPCC Coordinator").

[NOTE: Contractor personnel shall immediately notify their supervisor who shall immediately notify the Company representative and Facility Manager.]

G. **Unloading Fuel Oil**

A gager will be present during all unloading or transferring operations of the No. 2 Fuel Oil Storage Tanks. All valves which would allow direct outward flow of oil are securely locked in the closed position when not in use.

H. **Pipelines**

Quarterly, pipelines are inspected. When above ground piping is located close to roadways, signs have been placed to warn vehicle operators of their presence.

I. **Records**

All completed inspection forms are maintained by maintenance planning and a copy is to be sent to the stations environmental

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coordinator. These files are to be maintained for a period of three years.

[NOTE: Contractor's records shall be coordinated through the Company's representative.]

J. **Security**

All stations are surrounded by a fence and active gates are manned. The same is true of many other Company facilities.

K. **Responsibility**

Immediately notify the supervisor of plant operations if an oil spill is observed. The supervisor of plant operations will start and direct cleanup operations. The supervisor of plant operations in turn will notify the environmental eoordinator of any oil spill.

[NOTE: Contractor's personnel shall immediately notify the Company's representative and the Facility Manager.]

5.3.10 **WASTE SEGREGATION (FOR ALL FACILITIES)**

Contractor shall comply and cause its employees and subcontractors to comply with the following procedures:

A. **Batteries**

For waste segregation purposes Company has divided batteries into two separate categories; (1) hazardous; and, (2) regulated, but non-hazardous. Hazardous batteries include lithium, mercury, and Ni-Cad rechargeable batteries. Regulated non-hazardous batteries include dry cell, alkaline household type batteries that are used in radios, beepers, flashlights, etc.

(i) **Hazardous Battery Accumulation**

Twenty gallon collection drums have been placed in different locations throughout the facilities for hazardous battery accumulation. Lithium, mercury, and Ni-Cad batteries shall be placed in drums properly labeled for such

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hazardous materials. Covers must be kept on the drums at all times, thus the drum shall be recovered after disposing of a battery.

(ii) **Non-Hazardous Battery Accumulation**

Twenty gallon collection drums have been placed in different locations throughout the facilities for regulated, non-hazardous battery accumulation. All dead batteries of the non-hazardous type shall be placed in such drums.

B. **Fluorescent Light Bulbs**

Fluorescent light bulbs are considered a universal regulated waste. Company can no longer dispose of these bulbs via the dumpster. When changing fluorescent light bulbs, the used bulbs shall be placed in the replacement bulb packaging, if available, and shall be dated, marked "dead fluorescent bulbs", and placed in the appropriate disposal location. Incandescent light bulbs are not regulated and may be disposed of via the dumpster.

C. **Yard Waste and Untreated Wood Waste**

Yard waste is defined as vegetative matter resulting from landscape maintenance or land clearing operations. It includes tree and shrub trimmings, grass clippings, palm fronds, trees, etc. Untreated wood waste is any wood or lumber that has not been chemically processed.

For Company's facilities this means no grass, trees, etc., shall be placed in Company dumpsters. With regard to untreated wood waste, large amounts of "pure" wood (wood that has not been painted or chemically treated) shall not be placed in Company dumpsters. Each facility has designated a collection location for these wastes and such wastes shall be taken to the appropriate location for disposal.

D. **Paints and Solvents**

Company is considered a large quantity generator of hazardous waste and therefore must comply with all regulations of the United States Environmental Protection Agency ("EPA") and the Florida Department of Environmental Protection ("DEP"). Each facility has designated collection points for the accumulation of waste paints and solvents. All Hazardous Substances drums must have proper labels, signs, contents noted, and date

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of accumulation. Company is not licensed or insured to transport hazardous waste; therefore, any paint waste or solvents generated by Company must be retained at the site at which same are generated. Company personnel shall not transport paint or solvents from one site to another for the purpose of being distilled.

E. **Sandblasting Material**

Miscellaneous blasting jobs are conducted inside and outside of various Company facilities. Moveable objects are generally taken to the remote storage/sandblasting facilities, when such work is performed on sites where Company has established such blasting facilities. In addition to traditional blasting, bead blasters are located throughout the facilities in different locations.

The major concerns associated with paint blasting are respirable metals released during blasting and disposal of the material. Paint-contaminated blasting material can be classified as hazardous for disposal if it contains quantities of leachable lead, arsenic, cadmium, chromium, mercury, selenium, silver, and/or barium. All blasting material, hazardous and non-hazardous, must be collected and disposed of properly.

F. **Remote Storage and Miscellaneous Small Jobs**

Sandblasting of all reasonably-moveable objects shall occur in the sandblasting area located at each facility. All blasting material must be contained inside the blasting enclosure and must be removed during or at the conclusion of the job.

Blasting material must be placed in a lined dumpster located next to the sandblasting area. When the dumpster is half full the station environmental coordinator shall be notified (Contractor shall notify Company's representative). At that point the dumpster will be closed to personnel. The lined dumpster will be tested for hazardous characteristics prior to disposal. Testing and disposal will be handled by the station environmental coordinator.

G. **Planned Jobs both Large and Small**

Prior to sandblasting, a determination must be made as to the nature of the product being removed, either through knowledge or testing. If a positive hazard determination is made, lead abatement practices shall be followed and the generated material placed in 55 gallon drums or lined dumpsters,

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whichever is appropriate.

If the material is non-hazardous, the blasting material still must be collected. For small jobs, the resultant material can be placed in the blasting facility dumpster. For large projects, a lined dumpster shall be brought on-site for storage and disposal.

H. **Unplanned Jobs**

Emergency jobs, for which a hazard determination cannot be made in a timely fashion, must be assumed to be hazardous and full abatement activities implemented, All material must be either drummed or placed in lined dumpsters for storage and disposal. Arrangements for testing and disposing of the generated material will be made by the station environmental coordinator.

I. **Bead Blasting**

Bead blasting waste must be collected and placed in the labeled drum staged next to each individual blaster at sites having such facilities. The material shall be characterized and disposed of by the station environmental coordinator.

J. **Internal Boiler Blasting**

Material generated as a result of internal boiler blasting is not paint related and should be considered a segment of the "boiler rubble" waste stream. Procedures for boiler rubble disposal shall be followed.

[Note: The Contractor may use Company's blasting facilities, when available, and subject to Company's priorities. Otherwise, Contractor shall make its own arrangements for the lawful conduct of blasting operations and disposal of wastes.]

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ATTACHMENT 1 - SITE WORK RULES

Contractor shall comply and shall cause its employees and subcontractors to comply with the following Site Work Rules:

1. Cars shall be parked in the area specified by the Company representative or Facility Manager. Employees shall enter and leave the site at all times through entry and egress points specified by the Company representative or Facility Manager only and shall proceed directly to the work area by the established route. CONTRACTOR'S PERSONNEL SHALL NOT ENTER OPERATING AREAS EXCEPT AS ASSIGNED TO PERFORM SPECIFIC WORK IN THOSE AREAS.

2. Contractor's employees must show proof of completion of Energy Supply Contractor Safety Orientation in order to gain entrance onto Tampa Electric Company work sites.

3. Hard hats with distinctive identification as determined by the Company's representative will be required and used by Contractor's employees to identify themselves, their craft affiliation, and employer, and are to be worn at all times while in work areas.

4. At locations where work is frequently performed, Company's representative may provide specific log books for the Contractor, to be signed by each employee of the Contractor upon entering and exiting the location. In the absence of a specific log book assigned by the representative for the particular location, each such employee shall log in and out on the log maintained by Company's building or Facility Manager at the subject location. Each employee must personally sign in and out on said log. Employees authorized to enter or leave the site during working hours must sign the log prior to entering or leaving.

5. When an employee is discharged, the employee shall be paid wages in accordance with state law. If an employee voluntarily quits, the employee shall be paid the wages due him/her on the next regular payday or as otherwise required by law.

6. All Company property removed from the site will require a checkout pass, approved in writing by Company's representative. The pass will be surrendered to the guard at the gate or other exit point.

7. All reasonable steps shall be taken to curtail theft and pilferage. Such steps include, but are not limited to, spot checks and random searches of employees' wearing apparel, automobiles that enter or leave the site, lockers, foot lockers, tool chests, and other enclosures and locations. All containers shall at the request of Company's representative or security personnel, be opened for inspection upon entering or leaving

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the site. Any reasonable method of inspection may be used, including the use of electronic devices. Appropriate disciplinary action, against persons who are found to have the property of others in their possession without authorization or under circumstances which could reasonably imply an intent to unlawfully take the property, shall be taken by the Contractor. Employees shall reveal the contents of their garments or other items when requested and shall fall under penalty of termination for refusal to comply with any requested inspection.

All personal tools of the Contractor's employees shall be inventoried at the beginning of the site employment and shall remain on the Company's site until the completion of the Outage or work. The tools shall be reinventoried against the original inventory at that time. The Contractor shall be responsible for the inventory, storage, and safekeeping of its employee's tools during the duration of the Outage or work.

8. There shall be no lunch wagons, canteens, or vending machines (except Company's vending machines) on the site and employees shall not be permitted to bring items on the site for sale to other employees.

9. Good housekeeping is essential to the safe and efficient performance of the work and is the responsibility of the Contractor, subcontractors, and each of their respective employees. Work areas, stairways, walkways, and change rooms shall be kept clean of obstructions, scrap materials, rags, and other debris at all times. All waste materials must be handled and disposed of in accordance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations of any governmental authority having jurisdiction including, but not limited to, OSHA and EPA approved handling and disposal requirements, where applicable.

10. Each employee shall comply with all applicable provisions of local, state and federal laws and regulations relating to job safety, health, and safe work practices, as well as all Site Safety Rules and Rules of Conduct contained in the Contract, and as may be issued by the Company's representative.

11. All employees shall be required to use appropriate personal protective equipment as is, or may be, required by local, state, and federal safety and health standards or by the Company's representative. Failure of employees to use such equipment or to comply with all laws, regulations, and the Site Safety and Conduct Rules shall be grounds for disciplinary action, including termination.

12. Employees must use diligent care to perform their work in a safe manner and to protect themselves, other persons, and the property of the Company, the Contractor, and others.

13. When site work rules have been violated, the Contractor shall issue written

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"disciplinary" or "warning" notices for employee violations of site rules or standards not demanding immediate termination. Such "notice" shall be in sufficient form to note the specific rule or standard violated, the employee's name and site identification or badge (when applicable), the date and time of violation, and the disciplinary action administered, if any. Company's representative and, any applicable union shall be furnished a copy of this notice. The use of said "warning" notices shall not act to influence the degree of administration of discipline, nor to void or supersede the Contractor's normal disciplinary procedures. In cases of immediate or ultimate discharge, as determined by the Contractor to be proper discipline for cause, a written record shall automatically be submitted to the Company and any applicable union.

14. First aid facilities are available, at the large generating stations only, during the normal day shift and may be used for the treatment of all injuries provided the proper liability release between Company and the Contractor is executed. Contractor shall be responsible for adequate first aid arrangements for all other locations at which work is performed by Contractor's personnel and for hours worked outside the normal day shift observed by Company's employees. Employees must report all occupational injuries or illnesses suffered on the Site to their respective supervisors who shall report same to the Company's representative.

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ATTACHMENT 2 - SITE RULES OF CONDUCT

Prohibited acts or unsatisfactory conduct, occurring on property owned or controlled by Company, which can result in appropriate disciplinary action or discharge shall include, but not be limited to, the following:

1. Destroying, maliciously abusing, defacing, or removing without permission any property belonging to the Company, Contractor, other employees, or any other person or entity.

2. Fighting, wrestling, creating a disturbance, or horseplay.

3. Gambling or the possession of gambling paraphernalia.

4. Loafing, loitering, roaming, leaving workplace or assigned area without authorization, or sleeping on the job.

5. Failure to enter or leave the site using designated access gates or other points designated for ingress and egress, or to allow authorized personnel or security guards to inspect vehicles, lunch boxes, coolers, parcels, tool boxes, and other similar items, containers, or enclosures prior to their entering or leaving the site.

6. Reporting to work under the influence of narcotics, intoxicants, or non-prescribed tranquilizers or pep pills, or possessing or using such on the Site and, operating equipment or machinery while taking prescription medication that is designated as not appropriate for use during the operation of machinery or equipment is prohibited.

7. Weapons: firearms, explosives, or other dangerous weapons carried by anyone on or about their persons while on Facility property is prohibited.

8. Falsely stating or making claims of injury.

9. Falsifying any reports or records involving personnel, absence, sickness, termination, production, inventory or cost accounting or otherwise.

10. Logging (signing) in or logging out for another person; employee misrepresentation or falsification of name and/or proper identification.

11. Unauthorized sale of food, beverages, merchandise, or other items.

12. Unauthorized distribution or solicitation to sell literature or tickets and taking up of

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collections.

13. Unauthorized hunting or fishing and any activities endangering wild life or the environment.

14. Entering off-limit or restricted access areas without permission; failure to comply with "posted" area safety requirements or informational/warning notices.

15. Abuse, willful misuse, or destruction of first aid, safety, or fire prevention/extinguishing equipment.

16. Unauthorized picture taking or possession of camera(s).

17. Setting or maintaining unauthorized fires.

18. Noncompliance with established safety regulations, sanitary procedures (including failure to use assigned facilities), or medical rules; or, engaging in any conduct which tends to create a safety hazard or violates safe work practices.

19. Failure to observe established facility speed limits, vehicle access procedures, or parking regulations. The posted speed limit is ten (10) miles per hour. All drivers must adhere to stop signs at railroad crossings and intersections. Extra caution should be given while entering and leaving the site.

20. Unauthorized or abusive use of paging systems.

21. Illegal activities and conduct of a criminal, disorderly, obscene, or immoral nature.

22. Smoking is not permitted in Facility buildings, including but not limited to enclosed common areas such as elevators, restrooms, assembly room, conference rooms, enclosed shops, Company vehicles, or restricted access areas.

23. All plant vehicles (cars, trucks, fork lifts, golf carts, etc.) are designated by the manufacturer to safely transport a specific number of occupants. Station policy requires that no more passengers occupy any vehicle than it was designed to transport.

24. Contractor personnel are provided parking facilities. Personal vehicles are to be parked in designated areas only. Tampa Electric Company is not responsible for damage to personal vehicles.

25. Harassment concerns: magazines, books, calendars, clothing, conduct, or other items of an adult, sexual, or offensive nature are prohibited on the Facility. Material of this nature can be considered a form of harassment and will not be tolerated. Examples of

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conduct, implied indirectly or directed explicitly to anyone include racial slurs, ethnic jokes, suggestive graffiti, displays of the rebel flag, sexually suggestive materials. In the event of any such alleged conduct by Contractor's employee or subcontractor's employee, Customer shall notify GEII and GEII will take appropriate action. In any event, Customer shall have the right to restrict access to the Facility to anyone Customer deems to have violated its policies.

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ATTACHMENT 3 - SITE SAFETY RULES

The prevention of injuries to anyone working on the site is our number one priority. Contractor and its employees and subcontractors shall comply with the rules set forth herein.

The safety rules set forth below are, of course, only the most basic requirements. There are innumerable other rules we all must follow based on federal, state, and local regulations as well as those based on accepted construction methods and procedures.

We ask your cooperation in our efforts to maintain a safe and injury-free work environment.

1. All injuries, no matter how slight, must be reported to the employee's supervisor and to the first aid station or site contract manager, as applicable.

   [NOTE: The Contractor shall, as soon as reasonably possible but not exceeding 24 hours from the time of each accident, provide a copy of each accident report to the Company representative.]

2. ANSI approved hard hats, safety glasses, and safety shoes are required to be worn by all persons at all times on certain sites or when performing certain types of Work as required by said Regulations.

3. When working in noisy areas or with noisy equipment where noise levels exceed TWA 85dBA or impact levels of 120 dBA or greater, approved hearing protectors shall be worn.

4. All persons are required to wear long pants, short or long-sleeved shirts, and proper protective apparel.

5. Metal ladders shall not be used without Company's authorization. All ladders must be secured to prevent movement. Ladders shall be used according to manufacturer's recommendations and specifications.

6. Personal fall arrest systems shall be used at all times when working at elevations 4 feet or greater, where handrails are not installed in accordance with applicable standards.

7. All electric tools must be kept in good repair and must be either double-insulated or provided with an equipment ground.

8. Work areas must be kept clear of scrap and other material that could cause tripping hazards.

9. Damaged equipment, such as slings, ladders, scaffolds, or extension cords shall be

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clearly marked, taken out of service, and SHALL NOT BE USED.

10. All equipment must be kept at safe distances from energized high voltage lines pursuant to OSHA Regulations.

11. Fire blankets or other protection must be used beneath any cutting, welding, or burning operation to prevent slag or sparks from falling below the elevation where the Work is being conducted. Company designated hot work permits shall be required for all hot work.

12. Employees shall familiarize themselves with the location of fire fighting equipment such as fire extinguishers and hose stations and report the use of any fire extinguisher to the Company Representative and Facility Manager so that it can be replaced.

13. Employees shall report all hazards which the employee cannot correct to their supervisor, the Company's representative.

14. Employees shall heed to warnings and instructional signs posted throughout the Facility. All employees should be capable of reading and understanding the English language , if not capable, the Contractor shall ensure that interpretation of all signage and instructions are provided.

15. Hazardous Energy Control Procedures must be followed at all times. Absolutely no tampering of Hazardous Energy Control Devices will be tolerated.

16 Confined space entry procedures must be followed. Entry into permit required confined spaces must be done through a Company designated permit system.

17. Pre-job safety briefings shall be conducted prior to beginning any work task, at least once per shift.

18. Compressed gas cylinders shall be properly handled and stored at all times in accordance with the appropriate regulations and industry guidelines.

19. Employees must not use, move, or otherwise tamper with radioactive devices. These devices are designated with signage. Contractor shall contact the Company representative if work is to be conducted in the proximity of these devices.

20. Battery powered radios, pagers, mobile phones, tape recorders, and calculators are

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prohibited in areas classified as hazardous unless the equipment is approved for use in such hazardous areas by Underwriter's Laboratory (UL) and written permission has been granted by the Company representative.

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ATTACHMENT 7
GUARANTEES

The Parties anticipate that market factors in Florida may change during the term of this Agreement. As such, the Parties may at any time mutually agree to develop and add an availability guarantee.

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Tampa Electric Company – Bayside Power Station

SECOND AMENDMENT TO THE CONTRACTUAL SERVICE AGREEMENT

This Second Amendment ("Amendment") is made effective as of _____ ("Effective Date"), by and between General Electric International, Inc. ("GEII"), and Tampa Electric Company ("Customer"), (each individually a "Party" and together the "Parties") to the Contractual Service Agreement between the parties dated as of April 20, 2001 (the "Agreement"),

WHEREAS, Customer and GEII have entered into that certain Agreement; and

WHEREAS, pursuant to this Amendment, the Parties agree that it is necessary to permanently modify certain provisions of the Agreement as set forth herein below.

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration described herein, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Unless otherwise defined herein, all capitalized terms used in this Amendment shall have the same meaning given to them in the Agreement.

2. "Best Practices" shall mean any information, recommendation(s) and or improvements developed by GEII regarding its customers' equipment or site processes, systems, and or performance with the objective of providing a benefit.

3. "GEIS" shall mean GE Energy and Industrial Services, Inc.

4. "Monitoring System" means a system or systems which may be used from time to time by GEII for monitoring of the Facility and/or its equipment, generally consisting of hardware, software, and a connection to a source of technical oversight or review.

5. "Monitoring System Documentation" means any user manuals or other printed materials necessary to assist with the operation of the Monitoring System as delivered by GEII to Customer.

6. "Plant Payback™ Optimization Software" shall mean those GEIS owned downloadable software program files capable of running plant optimization models offline.

7. "Specific Plant EfficiencyMap Configuration Files" also "SPEC Files" shall mean those EfficiencyMap System engineering models that are specific to the plant(s) at each Site.

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8. "Technical Advisory Services" or "Field Engineering Services" shall mean technical advice and counsel from technical advisors or field engineers provided by Seller based on Seller's current engineering, manufacturing, installation and operation practices as applicable o the Covered Units and the Parts. To the extent specified in this Contract, such services may also include testing, adjustment, programming and other similar services. Data, reports and other information provided from the Monitoring System are not considered "Technical Advisory Services. Unless otherwise specified in this Agreement, "Technical Advisory Services"/"Field Engineering Services" do not include supervision or management of Buyer's employees, agents, or other GEIIs.

9. In order to assist GEII in its performance of this Agreement, GEII may from time to time utilize a Monitoring System(s) to monitor the Facility and/or its equipment, in accordance with the terms of Attachment 8.

10. Attachment 8, M&D System Conditions and Attachment 11, Performance Monitoring and Optimization of the CSA, are deleted in their entirety and replaced with Attachment 8, Monitoring System Conditions Exhibit, attached hereto.

11. Customer's access to the Monitoring System information as permitted under the Monitoring Systems Conditions, and to other information from time to time made available, will be through the GEII PowerSmarts™ internet portal as the same is maintained, updated and modified. The PowerSmarts™ internet portal is expected to include, among other features, functionality for the Customer to gain an overview of Best Practices developed by GEII or its Affiliates. GEII DOES NOT WARRANT THAT THE MONITORING SYSTEM OR POWERSMARTS™ WILL MEET CUSTOMER'S REQUIREMENTS OR THAT OPERATION THEREOF WILL BE UNINTERRUPTED OR WITHOUT ERROR.

12. Title to Best Practices is and remains with GEII, provided that Customer will be granted access to the overview of Best Practice information through the PowerSmarts™ portal. Customer further agrees that GEII may utilize Best Practices information developed through work under the CSA, and may make such Best Practices available to others through PowerSmarts™ so long as it does not specifically identify the Customer or Facility location with respect to that information.

13. Attachment 5, Section 22 of the CSA, Proprietary Information, is amended by the addition of the following paragraph labeled 22.4:

> 22.4 Notwithstanding anything in Section 22.4 to the contrary, GEII shall have the right, in its discretion, to gather, retain, and use data and information concerning Parts, Covered Unit and Facility performance, so long as GEII does not disclose to any party not a GEII Affiliate an identification of the Customer in connection with a particular item of data or information.

14. The governing law of the Agreement will also govern the validity, construction, enforcement, and interpretation of this Amendment.

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15. This Amendment represents the entire agreement between the Parties with respect to the subject matter hereof and no oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein shall not be binding on either Party.

16. Except as expressly set forth in this Amendment, all other provisions of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of the date first above written.

General Electric International, Inc.	**Tampa Electric Company**
By: _____	By: _____
Name: Michael Holmes	Name: William T Whale
Title: GM	Title: Vice President

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Attachment 8
Monitoring System Conditions

As part of the Monitoring System, GEII or one of its Affiliates will place On-Site Monitors ("OSM") on, and/or connect the OSM to, Facility equipment and/or systems. The OSM will be connected to a GE Center (currently Atlanta, Georgia, USA), or to such other monitoring facility as may from time to time be established by GEII or one of its Affiliates. The following conditions shall apply to the Monitoring System:

The OSM consists of the following hardware components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

- One Monitoring Computer System, including without limitation CPU, Monitor, and Keyboard.
- One network connection per computer system to provide remote access.
- The required interconnection devices such as short haul modem pairs, etc.
- An external backup device.
- Appropriate interface to the turbine control system, the plant Distributed Control System ("DCS"), and to the extent deemed appropriate by GEII, to the vibration measuring equipment.

The OSM also includes the following software components, or substitute components, as the same may be updated, modified, omitted, or replaced from time to time:

- The software package and configuration to collect and monitor data from the turbine control system and other specified devices, which may include some or all of the following modules currently designated as the Performance Monitoring and Optimization System, Power Advisor, Trip Wizard, Customer Value Model, Power Sourcing, Plant Payback™, Asset Management, and or other modules developed by GEII (collectively the "GEII Software Package").

In addition, as part of the OSM, GEII or one of its Affiliates may install at, and/or connect to, Facility equipment and/or systems a performance monitoring system known as EfficiencyMap+™, a component of Enter Efficiency Map software, or an equivalent (the "EfficiencyMap+"). The EfficiencyMap+ consists of the following components and modules, or substitute components and modules, as the same may be updated, modified, omitted, or replaced from time to time:

- On-Line Heat Balance (Data Validation) Module.
- Performance Module.
- Optimizer Module.
- One Windows based Computer System (Computer, Monitor, Mouse, Keyboard).
- Data Acquisition and Database software and configuration to collect data from the plant turbine control system and the DCS.

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Use and Ownership of information and data collected by the Monitoring System:

1. Customer shall maintain ownership of the information and data collected by the Monitoring System about the Facility, and shall have the right to access and view such information and data through an internet web site.
2. Customer hereby grants to GEII a perpetual, irrevocable, worldwide, royalty free right and license to use information and data collected through the Monitoring System. Data collected by GEII through the Monitoring System is subject to the restrictions described in Attachment 5, Section 22.
3. GEII shall have no greater or lesser liability than it has under the terms of the CSA as a result of the application of the Monitoring System to the Covered Unit(s) and Facility. Further, GEII shall not be responsible, whether in contract, warranty, tort (including negligence), strict liability or otherwise for failing to monitor the Monitoring System or failing to notify Customer of abnormalities.
4. GEII shall have no liability whatsoever for any action, or inaction, which Customer elects to take or not take as a result of viewing any data, reports or other information provided by the Monitoring System.

Provision, use and Ownership of the Monitoring System hardware and software:

5. Title to the Monitoring System hardware components shall pass to Customer upon installation. Title to the EfficiencyMap+ software and to the GEII Software Package shall remain with GEII or its Affiliates, as applicable.
6. GEII grants to Customer a non-transferable, non-exclusive license, for so long as the OSM remains in use in the Facility during the term of the CSA, to access and use the Efficiency Map+ software for the Covered Units, and to use the Monitoring System Documentation. GEII does not sell or license the GEII Software Package, and does not grant any Ownership or license interest in the GEII Software Package to Customer by virtue of use of the GEII Software Package. GEII grants and Customer shall have a perpetual, non-exclusive, non-transferable license and right to use the SPEC Files.
7. Customer acknowledges that the GEII Software Package contains certain other third party software, which GEII either owns or is licensed to use and that GEII does not extend any license to any such software to Customer.
8. Customer agrees not to alter the hardware, software, connections or configuration of the Monitoring System or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change the Monitoring System setup, functioning and configuration, or connectivity during the terms of the Agreement. Customer agrees not to attempt to access any data, displays, information, software or other parts or functions of the Monitoring System that have not been specifically made available to it by GEII, whether or not otherwise protected or restricted.

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9. Customer shall not modify, disassemble, reverse engineer, reverse assemble, de-compile, prepare derivative works from, or otherwise attempt to derive the object or source code of any part of the Monitoring System software or any part or component thereof, including third party software, or permit any third party to do so.
10. In the event that Customer uses, accesses or alters any data, displays, information, software or hardware, or otherwise acts in violation of the conditions herein, including unauthorized use of any third party software, Customer shall indemnify and hold harmless GEII from all claims, losses, damages, judgments, expenses, including attorneys' fees and litigation expenses, arising out of or related to any such violation of these conditions by Customer. Customer further understands and acknowledges that third party software providers may be able to assert certain other property rights, such as copyright rights, on their own behalf.
11. Customer agrees to use the Monitoring System in accordance with the licenses as granted herein, and that all associated documentation, copyrights, trademarks, trade names, logos, and products developed by GEII or its Affiliates shall remain the property of GEII or its Affiliates as appropriate. If at any time Customer ceases to use the Monitoring System, the non-perpetual licenses shall terminate immediately, and Customer agrees that it will destroy or return to GEII any such licensed software and documentation that it may have upon termination of such license for any reason.

General Provisions regarding the Monitoring System:

12. The terms and conditions of this Exhibit and of the CSA apply to the Monitoring System. In the event of any inconsistency between this Exhibit and other provisions of the CSA, the terms and conditions of this Exhibit shall take precedence.
13. GEII shall pay for and provide for connection of the Monitoring System to the GE Center. Customer shall not use this connection for any other communications or purpose, nor shall it allow others to do so. The connection shall be and remain connected to the Monitoring System. Customer shall not connect, or allow to be connected, to the Monitoring System any other network line. Customer shall not initiate or allow any remote access to the Monitoring System, whether through the network line or otherwise, nor shall it interrupt or disconnect the connection (except in accordance with the terms hereof), or allow others to do so.
14. Customer does not have any right or responsibility to maintain or repair the Monitoring System.
15. GEII will provide instruction to Customer's personnel on-site concerning any Monitoring System features to which Customer will have access.
16. Customer shall supply and maintain an electric power source for the Monitoring System.
17. Although the Monitoring System is provided to support GEII's obligations under the CSA, and the Monitoring System may be removed prior to the termination of the CSA, the date of removal shall have no bearing on determining the Term specified in the CSA.

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18. GEII will, at the time of final completion of installation of the Monitoring System, provide Customer with a list of all data points connected to the OSM. Such data points may change from time to time.
19. Customer will ensure that each of their employees and agents who may come in contact with the Monitoring System is made aware of the Customer commitments described herein, and abides by them.
20. The Monitoring System equipment that will be placed on or connected to Facility equipment and/or systems will not interfere with the operation of that equipment. Unless otherwise agreed, the Monitoring System is passive except when performing remote combustion system tuning.
21. GEII shall have a right to access the Monitoring System and its connections at the Facility at all reasonable times.
22. GEII shall have the right to connect through a Customer approved interface directly to the Facility distributed control system and to utilize a network line or other connection.

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ATTACHMENT 9

EXCERPTS FROM GER-3620G

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Robert Hoeft & Eric Gebhardt
GE Energy Services
Atlanta, GA

Typical Max Inspection Intervals (MS6B/MS7EA)

Hot Gas Path Inspection	24,000 hrs or 1200 starts
Major Inspection	48,000 hrs or 2400 starts

Criterion is Hours or Starts (Whichever Occurs First)

Factors Impacting Maintenance

Hours Factors

• Fuel	Gas	1
	Distillate	1.5
	Crude	2 to 3
	Residual	3 to 4
• Peak Load		
• Water/Steam Injection		
	Dry Control	1 (GTD-222)
	Wet Control	1.9 (5% H_2O GTD-222)

Starts Factors

• Trip from Full Load	8
• Fast Load	2
• Emergency Start	20

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Figure 9. Maintenance factors - hot gas path (buckets and nozzles)

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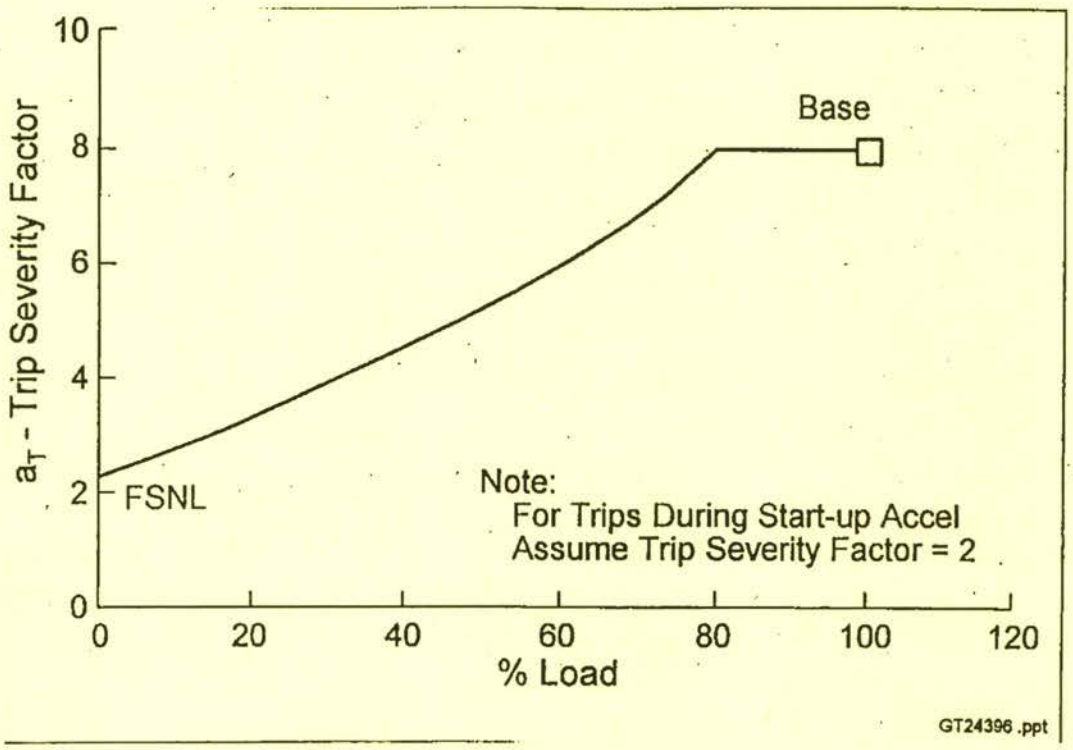

Figure 21. Maintenance factor – trips from load

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Peaking ~ Cyclic ~ Continuous

	Peaking	Cyclic	Continuous
Hot Start (Down <4 Hr.)	3%	1%	10%
Warm 1 Start (Down 4-20 Hr.)	10%	82%	5%
Warm 2 Start (Down 20-40 Hr.)	37%	13%	5%
Cold Start (Down >40 Hr.)	50%	4%	80%
Hours/Start	4	16	400
Hours/Year	600	4800	8200
Starts per Year	150	300	21
Percent Trips	3%	1%	20%
Number of Trips per Year	5	3	4
Typical Maintenance Factor (Starts Based)	***1.7***	***1.0***	***NA***

- Operational Profile Is Application Specific
- Inspection Interval Is Application Specific

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Figure 24. Gas turbine typical operational profile

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PG7241FA Parts

	Repair Interval	Replace Interval (Hours)	Replace Interval (Starts)
Combustion Liners	CI	5 (CI)	5 (CI)
Caps	CI	5 (CI)	5 (CI)
Transition Pieces	CI	5 (CI)	5 (CI)
Fuel Nozzles	CI	3 (CI)	3 (CI)
Crossfire Tubes	CI	3 (CI)	3 (CI)
Stage 1 Nozzles	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 2 Nozzles	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 3 Nozzles	HGPI	3 (HGPI)	3 (HGPI)
Stage 1 Shrouds	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 2 Shrouds	HGPI	2 (HGPI)(1)	2 (HGPI)(1)
Stage 3 Shrouds	HGPI	3 (HGPI)	3 (HGPI)
Exhaust Diffuser	HGPI		
Stage 1 Bucket	HGPI	3 (HGPI)(1)	2 (HGPI)
Stage 2 Bucket	HGPI	2 (HGPI)	3 (HGPI)(2)
Stage 3 Bucket	HGPI	1 (HGPI)	3 (HGPI)

CI = Combustion Inspection Interval
HGPI = Hot Gas Path Inspection Interval
(1) The goal is to increase to 3 (HGPI). Decision will be made based on fleet leader experience. Also requires a repair and recoat at every HGPI.
(2) Recoating at 1st HGPI is required to achieve 3 HGPI replacement life.

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Figure 39. Estimated repair and replacement cycles

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	Hours/Starts				
Type of Inspection	MS32/51/52 Uprates	MS6B	MS7E/EA	9E	MS6F*/7F/9F
Combustion	12,000/800	12,000/1,200	8,000/800	8,000/800	8,000/400
Hot Gas Path	Eliminated/1,200	24,000/1,200	24,000/1,200	24,000/900	24,000/900
Major	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400	48,000/2,400
Rotor*					144,000/5,000

Factors That Can Reduce Maintenance Intervals

- Fuel
- Load Setting
- Steam/Water Injection
- Peak Load T_F Operation
- Trips From Load
- Start Cycle
- HGP Hardware Design

**Rotor inspection interval is not applicable for MS6F units*

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Figure 41. Base line recommended inspection Intervals: 3base load – gas fuel – dry

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$$\text{Maintenance Interval (Starts)} = \frac{S}{\text{Maintenance Factor}}$$

Where:

$$\text{Maintenance Factor} = \frac{\text{Factored Starts}}{\text{Actual Starts}}$$

$$\text{Factored Starts} = (0.5\,NA + NB + 1.3NP + 20E + 2F + \sum_{i=1}^{\eta} a_{Ti} T_i)$$

$$\text{Actual Starts} = (NA + NB + NP + E + F + T)$$

S = Maximum Starts-Based Maintenance Interval (Model Size Dependent)
NA = Annual Number of Part Load Start/Stop Cycles (<60% Load)
NB = Annual Number of Normal Base Load Start/Stop Cycles
NP = Annual Number of Peak Load Start/Stop Cycles
E = Annual Number of Emergency Starts
F = Annual Number of Fast Load Starts
T = Annual Number of Trips
a_T = Trip Severity Factor = f (Load) (See Figure 21)
n = Number of Trip Categories (i.e., Full Load, Part Load, etc.)

Model Series	S
MS6B/MS7EA	1,200
MS6FA	1,200
MS9E	900
MS7F/7FA/9F/9FA	900

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Figure 43. Hot gas path inspection starts-based criterion

In instances where the information provided in this attachment is incomplete, or needs further clarification, the parties agree to refer to GEII publication #GER-3620 G.

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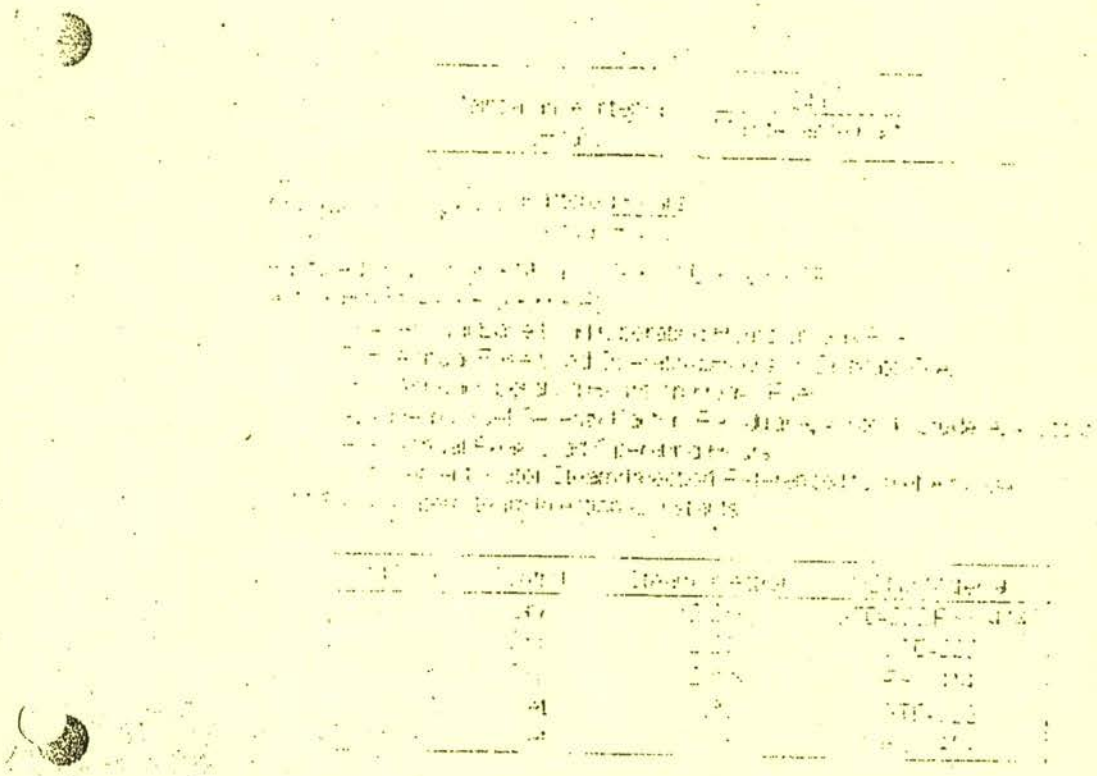

Figure 42. Hot gas path inspection: hours-based criterion

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ATTACHMENT 10

PARENT GUARANTY AGREEMENT

This **GUARANTY AGREEMENT** (the "Guaranty") is made as of the -__-th day of ____, ____, by **GENERAL ELECTRIC COMPANY**, a corporation duly organized and existing under the laws of the State of New York, U.S.A., with its head office situated at 3135 Easton Turnpike, Fairfield, Connecticut 06431, U.S.A., and a place of business at 1 River Road, Schenectady, New York 12345, U.S.A. (herein called "Guarantor"), for the benefit of Tampa Electric Company (TECO), a corporation duly organized and existing under the laws of Florida, with its head office situated at 720 North Franklin Street, Tampa, Fl, 33601 (herein called "Customer"). (GE and Customer are individually referred to herein as a "Party" and collectively as the "Parties.")

RECITALS:

WHEREAS, General Electric International, Inc., a corporation duly organized and existing under the laws of the State of Delaware, U.S.A., with its head office situated at Two Corporate Drive, Shelton, Connecticut 06484, U.S.A., and a place of business at 4200 Wildwood Pkwy, Atlanta Ga, 30339, U.S.A. (herein called "GEII") is a wholly owned affiliate of Guarantor;

WHEREAS, Customer has entered into an agreement with GEII dated _____ (together with the schedules, annexes, and exhibits thereto and as the same may be amended from time to time, herein called the "Contract"), for the supply of parts and services under a Long Term Service Agreement to be located at the Facility;

WHEREAS, Customer requires GEII to obtain and deliver, as a condition precedent to entering into the Contract with GEII, a parent company guarantee of GEII's performance under the Contract.; and

WHEREAS, Guarantor, as ultimate parent company of GEII, is willing to enter into this Guaranty to satisfy Customer's request.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein, the Parties hereto agree as follows:

1. Guarantor unconditionally and irrevocably guarantees to Customer that in the event of GEII failing in any respect to perform or observe the terms and provisions of the Contract or in the event of any material breech of any representation by GEII thereunder, Guarantor shall immediately upon first demand in writing by Customer perform or take such steps as are necessary to achieve performance or observance of such terms, provisions and representations and shall indemnify and keep indemnified Customer against any and all losses, damages, claims, costs, charges, and expenses howsoever arising from the said failure to the extent of GEII's liability under the Contract.

2. The liability of Guarantor hereunder shall not be reduced or discharged by any alteration or amendment of the Contract or any alteration in the relationship between GEII and Customer which has

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been consented to by GEII in writing (with or without the knowledge or consent of Guarantor), or by any forbearance or indulgence by Customer towards GEII or Guarantor whether as to payment, time, performance, or otherwise.

3. Guarantor agrees to make any payment due hereunder upon first written demand without set-off or counterclaim and without any legal formality such as protest or notice being necessary, and waives all privileges or rights which it may have as a guarantor, including any right to require Customer to claim payment or to exhaust remedies against GEII or any other person.

4. The obligations of Guarantor hereunder shall continue in full force and effect after expiry or termination of the Contract until all GEII's obligations and liabilities under the Contract have been fully discharged.

5. This Guaranty and the undertakings herein contained shall be binding upon the successors and assigns of Guarantor and shall extend to and inure for the benefit of the successors or permitted assignees of Customer. Customer may assign, charge, or transfer all or any of its right, title and interest in this Guaranty upon such terms as Customer may think fit to (1) any assignee of Customer's right, title and interests to the Contract or (2) any agent for and on behalf of any syndicate of banks and financial institutions providing credit and guaranty facilities to Customer in connection with the Contract. No person other than Customer or such permitted assignees as described above is intended as a beneficiary of this Guaranty nor shall any such person have any rights hereunder. Guarantor may not otherwise assign or otherwise transfer any of its rights or obligations hereunder.

6. Notwithstanding anything to the contrary above, in the event of any claim under this Guaranty, Guarantor shall be entitled to assert any defense, set-off or counterclaim that GEII could assert had such claim been made directly against GEII under the Contract.

7. Guarantor agrees that any award resulting from any arbitration under the Contract shall be conclusive and binding on it for purposes of determining its obligation under this Guaranty.

8. This Guaranty shall be governed by and construed in accordance with the laws of the State of Florida, U.S.A.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective authorized representatives as of the date first written above.

TAMPA ELECTRIC COMPANY	GENERAL ELECTRIC COMPANY
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

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ATTACHMENT 11

PERFORMANCE MONITORING AND OPTIMIZATION SYSTEM CONDITIONS

In order to monitor performance of the Covered Units, GEII or one of its Affiliates shall install at the Facility a performance monitoring system such as EfficiencyMap+™ Performance Monitoring and Optimization System ("EfficiencyMap+") or its equivalent (collectively referenced to throughout as Efficiency Map+). EfficiencyMap+ is intended to assist GEII to more efficiently manage its obligations under this Agreement.

EfficiencyMap+ consists of the following modules/components to be installed at the Site:

1. On-Line Heat Balance (Data Validation) Module.
2. Performance Module.
3. Optimizer Module
4. One Windows-based EfficiencyMap+ Computer (Computer, Monitor, Mouse and Keyboard)
5. Data Module, which provides data acquisition and data archiving configured to collect data from the Facility's Distributive Control System (DCS), gas turbine and/steam turbine controls, or other data sources.

The following conditions shall apply to EfficiencyMap+:

1. GEII assumes no greater or lesser liability than it has under the terms of this Agreement as a result of the application of EfficiencyMap+ to the Covered Units. FURTHER, GEII SHALL NOT BE RESPONSIBLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY OF GEII), WARRANTY OR OTHERWISE FOR FAILING TO MONITOR EFFICIENCYMAP+ OR FAILING TO NOTIFY CUSTOMER OF ABNORMALITIES.

2. EfficiencyMap+ equipment that will be placed on the Covered Units is passive and will not interfere in any way with the operation of that equipment.

3. Title to EfficiencyMap+ hardware and software is and shall remain with GEII or its affiliates. GEII does not sell or license EfficiencyMap+, and does not grant any Ownerership or license interest in EfficiencyMap+ to Customer by virtue of this program, except for Customer's right to use as set forth in paragraphs 4 and 5 below. Customer acknowledges that, in addition to GEII-owned software, EfficiencyMap+ contains certain third party software, which GEII either owns or is licensed to use, and, except as provided in paragraphs 4 and 5 below, that GEII does not extend any license to any such software to Customer. Customer agrees not to alter the hardware, software, connections or configuration of EfficiencyMap+ or its connection to the data stream, and will not add tags, links to other devices or systems or otherwise change EfficiencyMap+ setup, functioning and configuration, or connectivity.

4. GEII will provide instruction to Customer's personnel on-site concerning EfficiencyMap+ features to which Customer will have the right to use and view. EfficiencyMap+ will include

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standard data displays for data visualization and use. Customer agrees not to attempt to access any data, displays, information, software or other parts or functions of EfficiencyMap+ that have not been specifically made available to it by GEII, whether or not protected or restricted.

5. Customer may use and view EfficiencyMap+ to compare the current plant performance with expected plant performance, identify where differences (deviations) occur and track the changes in performance over time. Customer may use and view the Optimizer to evaluate plant configuration given current prices, load levels and equipment degradation, and for scenario analysis.

6. Customer agrees not to disassemble, reverse engineer, reverse assemble, de-compile or otherwise attempt to derive the source code of any EfficiencyMap+ software, including third party software.

7. Customer shall make a phone line available for GEII connection to EfficiencyMap+ assigned specifically for use of EfficiencyMap+. The said phone line shall be and remain continuously connected to EfficiencyMap+ and shall not be used by Customer or others for any other purpose. The phone line must be direct and not through a switchboard. Customer shall not connect, or allow to be connected any other phone line to the EfficiencyMap+. GEII shall have a right to access EfficiencyMap+ and its connections at all reasonable times.

8. Customer shall provide any hardware, software, and/or labor necessary for the Facility to communicate in a digital format via a serial port, SCSI, or Ethernet connection from the Facility's Distributive Control System ("DCS"), gas turbine and/or steam turbine controls, and/or other data sources to a single location for connection to the embedded PI™ System by OSI Software, Inc. running on the EfficiencyMap Computer.

9. Customer's technical representative and/or DCS Representative shall provide assistance, as required, in the physical connection of the EfficiencyMap+ computer to the Facility's DCS and/or infrastructure. This may involve installing and/or troubleshooting the DCS hardware and/or software related to data acquisition. Customer does not have any right or responsibility to maintain or repair EfficiencyMap+ except as otherwise approved by GEII.

10. Customer shall be responsible for the security of EfficiencyMap+ at the Facility. Customer shall supply and maintain an electric power source for EfficiencyMap+.

11. The EfficiencyMap+ program is to support GEII's obligations under this Agreement, and will be removed by GEII, at no expense to Customer, upon or after termination of this Agreement.

12. Customer retains ownership of Covered Unit operating data.

13. The following EfficiencyMap+ system installation requirements shall be provided by Customer: (Items listed which have a superscript 1 shall be required if applicable)

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13.1. Customer shall appoint and identify a representative who will be responsible for Customer's obligations throughout the project implementation. Implementation of EfficiencyMap+ requires Customer to provide the following information and assistance at its expense to the extent reasonably practicable.

13.2. Data Acquisition Information
- 13.2.1. DCS manufacturer and model,
- 13.2.2. DCS communication interface hardware type such as serial port, Ethernet, SCSI.
- 13.2.3. Distance from the Facility DCS connection location to the EfficiencyMap+ computer which is necessary to determine communications cable(s) requirements,
- 13.2.4. plant computer network type that will be used by plant computer clients for accessing the EfficiencyMap+ Computer[1],
- 13.2.5. cable network connection type such as RJ45, BNC, SCSI[1],
- 13.2.6. complete plant tag list with specification of engineering units, zero and calibration span (in engineering units), and description of the instrument saved as an Excel spreadsheet.

13.3. Facility & equipment descriptions
- 13.3.1. design ambient conditions,
- 13.3.2. complete Facility piping and instrumentation diagrams ("P&IDs") for all Facility subsystems,
- 13.3.3. complete power plant thermal kit including all manufacturer performance curves and detailed manufacturers' design and guarantee data for the gas turbines, heat recovery steam generators ("HRSGs") including component heat transfer surface areas, steam turbines, condensers including heat transfer surface area, cooling towers and fired auxiliary boilers[1] as shown in GE Enter Software's "Plant Information Example" booklet, which is available upon request
- 13.3.4. design and off-design Facility heat balance diagrams, including but not limited to any available GateCycle models of the Facility,
- 13.3.5. fuel types (natural gas, oil, etc.), compositions, and heating values,
- 13.3.6. letdowns and bypass flows that are commonly used during steady-state operation and DCS tags, which indicate when these flows are operating,
- 13.3.7. gas turbine control curves which determines exhaust temperatures during full-load and part-load operation.

13.4. Facility Operating Data As Applicable For An Existing, Installed Facility
- 13.4.1. Facility acceptance test data that include all of the Facility measurements and heat balance calculations such as heat rate, gas turbine airflow, etc., made by the Supply Contract,
- 13.4.2. historical Facility heat balance data for each expected plant operating mode such as minimum, medium, base and peak (if applicable) for a cold day (0° to 32° F), a mild day (33° - 70° F), and a hot day (71° - 110° F),

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13.4.3. expected predominant power plant operation mode(s), i.e. base load, part load, etc.

13.5. Required Measured Data

13.5.1. EfficiencyMap+ requires that the following measured data be available and accessible throughout the project with an accuracy of temperatures and pressures to ± one percent (1%), flow rates to ± two percent (2%), and powers to ± one-half percent (0.5%).

13.5.2. overall plant system

- gross unit power[1]
- auxiliary power
- net unit power
- fuel composition, density, flow, higher heating value
- make-up water flow[1]
- process steam flows

13.5.3. industrial gas turbine

- ambient temperature[1], pressure[1] and relative humidity[1]
- inlet pressure loss[1]
- compressor inlet temperature, pressure[1]
- inlet guide vane angle
- compressor discharge temperature, pressure
- fuel flow rate
- steam/water injection flow, temperature[1], pressure[1]
- average exhaust temperature
- exhaust pressure loss[1]
- power

13.5.4 HRSG (if applicable)

- high pressure steam flow, pressure, temperature
- attemperator control water flow, temperature[1], pressure[1]
- intermediate steam flow, pressure, temperature
- low pressure steam flow[1], temperature[1] pressure[1]
- duct fuel flow, heating value, composition
- gas stack temperature
- HRSG gas delta-p
- any other flow into or out of the HRSG

13.5.5. steam turbine/condenser (if applicable)

- inlet throttle flow, temperature, pressure
- extraction flows, temperatures, pressures
- induction flows, temperatures, pressures
- steam turbine power
- condenser (back) pressure
- condenser cooling water temperature increase, flow
- spool inlet & exhaust conditions of flow[1], temperature and pressure are needed if spool efficiencies are to be calculated.

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13.6. Required Optimizer Parameters

13.6.1. The following operational parameters are required inputs to the Optimizer Module, assuming that GEII installs the Optimizer at the Facility. In the case of the On-line Optimizer Module, these inputs are fed automatically to the Optimizer from the Data Acquisition & Computer Module.

13.6.2. ambient conditions

- ambient temperature
- ambient pressure
- ambient relative humidity

13.6.3. revenues

- electric prices: peak and off-peak, including weekends and holidays, for winter and summer periods for customer #1
- electric price: customer #2
- electric price: any other customers
- natural gas price
- high pressure steam sales price
- intermediate pressure steam sales price
- low pressure steam sales price

13.6.4. expense

- fuel costs
- makeup water costs
- process return cost
- gas turbine maintenance cost
- steam turbine maintenance cost
- auxiliary boiler maintenance cost
- plant capital cost
- purchase electric cost

13.6.5. Facility operation

- minimum Facility net power
- maximum Facility net power
- maximum fuel available
- high pressure process steam demand
- intermediate pressure process steam demand
- low pressure process steam demand

13.7. Required Constraints For The Optimizer Module

13.7.1. The Facility must supply values for the following constraints, which will be constant inputs during the Optimizer operation.

13.7.2. gas turbine/generator

- generator maximum power
- generator minimum power
- maximum augmentation stream

13.7.3. inlet temperature

- heating maximum temperature rise
- cooling maximum temperature reduction

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13.7.4. steam turbine/generator
- maximum generator power
- minimum generator power
- maximum throttle flow
- maximum high pressure extraction/injection flow
- maximum intermediate pressure extraction/injection flow
- maximum low pressure extraction/injection flow
- minimum discharge flow.

13.7.5. letdowns
- maximum high pressure to intermediate pressure
- maximum intermediate pressure to low pressure
- maximum low pressure to condenser

13.7.6. steam production
- maximum high pressure auxiliary boiler
- maximum intermediate pressure auxiliary boiler

13.8. Infrastructure

13.8.1. a suitable location and workspace within the Facility's control room for locating the EfficiencyMap+ Computer,

13.8.2. physical security and responsibility for any materials which GEII or its Affiliates may deliver or have delivered to the Facility,

13.8.3 restrict use of the EfficiencyMap+ Computer by Customer's personnel until they have attend EfficiencyMap+ training including loading other software programs, changing computer configurations and passwords, etc

13.8.4 all hardware connection devices (cable, adapters, short-haul modems, etc.) necessary to connect from the Facility DCS, gas turbine and/or steam turbine controls, and/or other data sources to a single location at the EfficiencyMap Computer.

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04/20/01

ATTACHMENT 12 SPECIFICATIONS

1.0	GEI 41004G	Cooling Water Recommendations	(attached)
2.0	GEK 101944	Requirements for Water/Steam Purity in Gas Turbines	(attached)
3.0	GEI 41040F	Process Specification Fuel Gases for Combustion in Heavy-Duty Gas Turbines	(attached)

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GEI 41004G
September 1993
Reformatted, October 1999

GE Power Systems
Gas Turbine

Cooling Water Recommendations

for Combustion Gas Turbine Closed Cooling Systems

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These instructions do not purport to cover all details or variations in equipment nor to provide for every possible contingency to be met in connection with installation, operation or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's purposes the matter should be referred to the GE Company.

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I. GENERAL

Properly treated closed cooling systems should provide reliable and trouble-free operation for the life of the gas turbine. A closed system is so named because the coolant is completely contained within the system and does not come into contact with the outside atmosphere.

Closed systems have a very low tolerance for corrosion and it is the goal of the treatment program to stop it as completely as possible. Metals encountered in GE Gas Turbine closed cooling systems are mild steel, copper, copper alloy, and stainless steel. There is no aluminum present.

It is possible to economically treat the closed cooling system with relatively high dosages of treatment products. Typical treatment for a closed system would include corrosion inhibitors for the various metals in the system, and a buffering agent to control pH. If the gas turbine will be exposed to below freezing temperatures, a compatible antifreeze must be added to the system.

II. WATER

Because of the wide variance in the properties of tap water throughout the country, and because of the relatively small quantity of coolant required by the gas turbine, the use of tap water in gas turbine cooling water systems is not recommended. Instead, "pure" water should be used to prepare the coolant solution. Waters which fall into the classification of "pure", consist of distilled water, steam condensate, and deionized water.

III. ANTIFREEZE

Gas turbines installed in cold climates which have a closed cooling water system, require the use of ethylene glycol or propylene glycol antifreeze during winter months.

Most commercial antifreeze contains corrosion inhibitors. It is strongly recommended that a commercial antifreeze product that contains appropriate inhibitors be used rather than those without inhibitors. The inhibitor in one type of coolant (antifreeze or water) may not be compatible with another type of coolant and can form gums, as well as destroy the effectiveness of an inhibitor. When changing coolants (such as changing from one type of antifreeze or corrosion inhibitor to another) the cooling system should be drained and flushed thoroughly to protect against contamination of the coolant with incompatible solutions. The antifreeze vendor should be consulted for specific recommendations about the length of time between changes, the need for corrosion inhibitor additives, the dangers involved in adding antifreeze to another existing coolant; in addition to any other precautions he may suggest.

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CAUTION

If the antifreeze concentration is too low or too high, there is danger of freeze-up in the winter that could damage the cooling system equipment. If the concentration of antifreeze is too high, it will reduce the cooling capacity of the system on very hot days during the summer, resulting in overheating of the lube system fluid, and possibly tripping the gas turbine on high lube oil temperature. It is important, therefore, that the glycol antifreeze concentration be maintained at exactly the recommended value consistent with expected minimum winter temperature at the respective gas turbine site. The table below gives the required glycol concentrations as a function of expected minimum winter temperature.

ANTIFREEZE SOLUTION STRENGTH

Expected Minimum Temp. (°F)	Volume Percent of Ethylene Glycol	Volume Percent of Propylene Glycol
+32	0	0
+10	25	30
0	33	40
–36	50	55
–40	52	–

IV. ADDING ANTIFREEZE AND WATER

For the initial filling of the system, the water and concentrated antifreeze should not be added separately, directly to the system. The reason for this is because the exact amount of solution needed to fill the system is unknown, and if too much water were added before the antifreeze, it would require difficult adjustment to get the desired concentration of antifreeze into the system. It is recommended that the water and antifreeze be mixed in an external container (such as a drum) at the correct ratio, before adding the resulting solution to the system. Additional batches of solution should be prepared and added until the system is full. By measuring the total amount of solution added, an accurate determination of system volume is obtained. Knowing the total volume accurately, simplifies addition of treatment chemicals as explained below.

After the system has been in service for a period of time, coolant will inevitably be lost and will need to be replaced. Again, the antifreeze and water solution should be mixed externally and added in batchwise fashion.

V. CHANGING ANTIFREEZE AND/OR INHIBITORS

If the type of antifreeze or inhibitor used is changed, the following points should be kept in mind:

1. The system should be thoroughly flushed, and possibly even cleaned, before the new coolant is added. Follow the recommendations of the inhibitor supplier.

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2. Follow the antifreeze/inhibitor suppliers recommendation for maintaining system chemistry. The pH should be monitored and maintained with an agent compatible with the antifreeze and inhibitor. Some inhibitors have a pH indicating dye which changes color if the pH is not proper. These dyes may be affected by the antifreeze used such that the color change is masked.

3. Do not add an inhibitor to a system containing a commercial antifreeze which has its own inhibitor package without ensuring the two are compatible. Specifically, some inhibitors are not compatible with the inhibitor packages used in commercial antifreeze manufactured outside of the United States.

4. Ensure that the antifreeze and inhibitor are compatible with system materials: carbon steel, copper, copper alloys and stainless steel.

VI. CORROSION INHIBITORS

At no time should the cooling system be operated without corrosion inhibitors in the coolant solution. If the coolant is a mixture of pure glycol and water, or just water alone, it is necessary to add a suitable corrosion inhibitor. Most commercially available antifreezes contain a sufficient quantity of inhibitor to protect the cooling system from corrosion when the mixture of water and ethylene glycol is made in accordance with the manufacturer's instructions. Specific corrosion inhibitors cannot be recommended as the selection depends on economic factors, availability, and the environmental impact which may vary from locale to locale. However, there are generally two corrosion inhibitors for mild steel which are commonly used in closed cooling systems – molybdate and nitrite. The most commonly used corrosion inhibitor for copper and copper alloy is tolyltriazole but other azoles are sometimes used.

In the discussion which follows, several commercially available corrosion inhibitor packages are listed. They all contain nitrite, molybdate, or a blend of the two, tolyltriazole, and a buffering agent (typically sodium tetraborate). Ethylene glycol or propylene glycol (without inhibitors) is not included and must be purchased separately.

DEARBORN 540
Grace Dearborn
300 Genessee St.
Lake Zurich, IL 60047–2458

NALCO 8328
Nalco Chemical Co.
One Nalco Center
Naperville, Illinois 60563–1198

BETZ 66–P
Betz Laboratories
Somerton Road
Trevose, Penn 19047

DREWGARD 100
Drew Chemical Corp.
701 Jefferson Rd.
Parsippany, NJ 07054

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CALGON CF or LCS–20
Calgon Corp.
P.O. Box 1346
Pittsburgh, PA 15230

NOTE

This list is not exclusive and other products may produce acceptable results. Since individual turbine customer conditions may vary and these manufacturers may change their product in the future, it is important to verify that the product chosen is appropriate.

These products are all compatible with ethylene and propylene glycol. Some problems have occurred with these inhibitors when used with commercial antifreeze available in countries outside of the United States, and therefore it is not recommended that these inhibitors be used with a commercial antifreeze without first determining the compatibility of the inhibitor package contained in the antifreeze.

A. Copper Alloy Corrosion Inhibitor

GE gas turbine closed cooling systems contain copper and copper alloy which must be treated with a suitable corrosion inhibitor. The discussion which follows will focus on tolyltriazole which is often referred to as TTA.

Commercial corrosion inhibitor products usually have TTA blended in, or it can be added separately. It is usually sold as a 50% solution of sodium tolyltriazole. TTA works by forming a microscopic film on the metal surface and a typical dosage for maintaining the film is 100 PPM.

B. Mild Steel Corrosion Iinhibitors

In the following discussion, general guidelines are given for treating the coolant with nitrite and molybdate corrosion inhibitors.

Sodium nitrite, which is described by the chemical formula $NaNO_2$, is an effective corrosion inhibitor for combustion gas turbine cooling water systems. The recommended dosage is 1000 PPM as NO_2.

Sodium molybdate dihydrate ($NaMoO_4 \cdot 2H_2O$) is another good corrosion inhibitor for closed systems. The recommended dosage is 250 PPM as Mo.

It is good practice to maintain the corrosion inhibitor concentration well above the minimum effective level to prevent pitting. If the pure water used as the coolant does not become contaminated, and if the recommended concentration of molybdate or nitrite is maintained, the inhibiting efficiency of the coolant will always be above the minimum effective level.

VII. PREPARING THE COOLANT

The following instructions explain how to calculate the amount of corrosion inhibitor product which needs to be added to a given volume of water to arrive at the desired dosage.

1. Obtain the following information:

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a. System Volume. The most accurate way of obtaining the system volume is to measure how much antifreeze/water solution is added as described previously. The next best way would be to use an estimate of the volume based on engineering data.

b. Volumetric Product Dosage. Obtain the amount of product needed per 1000 gallons of water from the table below.

VOLUMETRIC PRODUCT DOSAGE

Sodium Tolyltriazole (50% Liquid)	2 Pts/1000 Gals
Sodium Molybdate Dihydrate (100% Dry)	5 Lbs/1000 Gals
Sodium Nitrite (100% Dry)	13 Lbs/1000 Gals

2. Multiply the system volume (i.e. gallons of water to be treated from step 1a) by the volumetric product dosage (from step 1b) and divide by 1000. This is the amount of product which should be added to the system.

NOTE

If products of different strengths than those given above are obtained, the volumetric dosage must be proportionately adjusted.

When the corrosion inhibitors are added at the volumetric dosages given above, the following product residual dosages will result. These are the control values.

INHIBITOR RESIDUAL DOSAGES

Tolyltriazole (PPM as TTA)	100
Molybdate (PPM as Mo)	250
Nitrite (PPM as NO_2)	1000

When the system is filled initially, some of the inhibitors will be used up rapidly in the production of films on the metal surfaces and thus an adjustment of concentration may be necessary to bring the inhibitor residual up to the desired level.

VIII. BIOCIDE

In systems which use nitrite for corrosion inhibition, there is a risk of infestation by denitrifying bacteria. These organisms break down nitrite to nitrate – thereby reducing corrosion inhibition and increasing the likelihood of fouling. It is therefore imperative that bacteria be controlled by temperature or non–oxidizing biocide.

Temperatures inside gas turbine cooling systems will vary from one installation to another. If the temperature is in excess of 140°F, thermal disinfection will effectively prevent microbiological growth and no biocide will be needed.

In cooling systems which operate below 140°F and contain nitrite as part of the coolant solution, it is recommended that two different non–oxidizing biocides be added on alternate occasions whenever bacteria are detected in the system.

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The biocides selected must be compatible with the coolant solution (ingredients, pH, etc.) and not be aggressive to system components. The use of chlorine gas, hypochlorite bleach, or bromine compounds should be avoided as they are not compatible with nitrite.

CAUTION

Non-oxidizing biocides are dangerous substances and precautions must be taken not to inhale or come in contact with the product. Manufacturers instructions on safe handling should be followed at all times.

IX. BUFFER

The corrosion inhibitors described above have a recommended pH range of 8.5 to 10.0. If a pH adjustment is necessary, check to ensure the agent used is compatible with the inhibitor and antifreeze used. Sodium tetraborate (borax) is the usual buffer of choice and is compatible with nitrite, molybdate, tolyltriazole, and glycol antifreeze.

X. COOLANT PH VALUE

The final coolant solution should have a pH value between 8.5 and 10.0. It is recommended that the pH value of the final coolant solution be checked with a suitable pH meter, a number of which are available on the market. Other methods, such as pH paper indicators, can also be used.

XI. TESTING

For a newly installed gas turbine unit, the recommended inhibitor dosages as given earlier should be applied. Due to the high inhibitor demand during the initial passivation period, the first residual testing should be performed after 48 hours to prevent the inhibitor residuals from dropping below the maintenance dosages given earlier. After that, weekly tests for nitrate or molybdate are recommended. The TTA residual test is fairly complex, so rather than test for it, it is recommended that whenever chemicals are added, TTA should also be added at the above volumetric dosage.

A number of commercial test kits for nitrite and molybdate residuals are available from chemical and laboratory suppliers such as the HACH Company (Loveland, Colorado) and Taylor Technologies, Inc. (Sparks, Maryland).

Over time, the concentration of corrosion inhibitor in the cooling water will decrease as a result of small leaks in the system, addition of makeup water, and the consumption for film maintenance. Weekly tests should be made to insure that the corrosion inhibitor concentrations (molybdate and nitrite) in the cooling water do not fall below the maintenance dosages given earlier.

The antifreeze concentration should also be tested with a suitable hydrometer since it may be lost through leaks and must be replenished. As a rule, whenever makeup coolant is needed, a batch of water and antifreeze should be mixed at the proper ratio before adding to the system. Afterwards, the antifreeze concentration should be checked with a hydrometer at least weekly and after every addition of makeup water/antifreeze solution.

Total bacteria dip slides should be used to monitor microbiological organism count weekly. If any microbes are present on the dip slide, a lethal amount of biocide should be added to maintain sterility.

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GE Power Systems

General Electric Company
One River Road, Schenectady, NY 12345
518 • 385 • 2211 TX: 145354

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GEK 101944
April 1995

GE Power Systems
Gas Turbine

Requirements for Water/Steam Purity in Gas Turbines

These instructions do not purport to cover all details or variations in equipment nor to provide for every possible contingency to be met in connection with installation, operation or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's purposes the matter should be referred to the GE Company.

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I. INTRODUCTION

Water/steam, fuel and air all carry contaminants which can cause serious damage to hot gas path components if the levels at which they are present are not controlled. This document identifies the contaminant limits for water/steam entering gas turbines. Ultimately, the total contaminant loading allowed is determined by the fuel specifications (GEI 41047, for liquids, and GEI 41040, for gases), which identify all contaminants entering a gas turbine from all sources. The concern for any contaminants entering the hot gas path is two-fold. Will they cause hot corrosion, as for example do sodium and potassium salts, and will they cause deposits, as for example do calcium salts and silica.

Water and/or steam is injected into the combustion system for NOx control and/or power augmentation, in quantities comparable to fuel flow rates, and must meet strict criteria for purity similar to those required for gas turbine fuels. Furthermore, water/steam chemistries must be compatible with the materials used in the piping which bring the fluids to the turbine.

Water also enters gas turbines with the compressor air. This may occur naturally as from water ingestion in coastal or marine locations, or from rain, or from water produced when humid air is cooled below its dew point at the compressor inlet and a fog develops. Finally, water can enter a compressor as a result of carry-over from such devices as moisture separators or evaporative coolers. Discussion of inlet air treatment is discussed in GER 3419. The effects of water on compressor materials is discussed in GER 3601.

Of course, water of evaporation adds no contaminants to the incoming air, but carry-over water adds the contaminants contained in the water.

Additional sources of water born contaminants which enter the turbine are referenced in the following documents: compressor and turbine washing (GEI 41042 or GEK 103623), and water for dissolving Epsom salt, the heavy fuel vanadium inhibitor (GEK 28122).

II. INJECTION WATER/STEAM SPECIFICATION

Table 1 gives criteria for acceptable water/steam for gas turbine injection. All flows (air, water/steam, and fuel) into the turbine contribute to the contaminants in the combustion gases, and hence to corrosion and deposits in the hot gas path. The fuel specification GEI 41047 states that the sum of the contaminants from all sources, referred to the fuel must satisfy the fuel specification. This part of the fuel specification, given in Table 2, forms the basis for contaminant levels entering the gas turbine from all sources.

Dissolved oxygen, pH, solids, and additives, all quantities considered in the water chemistry of boilers and steam turbines, must also be considered when water/steam is injected into gas turbines.

Water treated with sodium compounds for pH or oxygen control should not be used for injection into gas turbines or for attemperation of steam used for injection into gas turbines. Such water can cause corrosion of the hot gas path components, and also stress corrosion cracking of piping equipment. It should be appreciated that very dilute solutions of some additives become concentrated during operation, through stagnation and evaporation.

This is especially true of NaOH, used sometimes for pH control. Attemperation water, containing NaOH, has produced caustic deposits in 316 stainless steel flex hose by evaporation, resulting in cracking. Units in which this has occurred have reported fuel nozzle deposits, first stage nozzle deposits, and bucket corrosion.

The preferred water sources are clean boiler condensate or demineralized make-up water. Preferred steam sources are from steam turbines. This steam should satisfy GEK 98965, which is a tighter restriction than given in Table 1. Steam from non-steam turbine sources must satisfy Table 1. Volatile additives are permitted

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for condensate pH control, such as ammonia, morpholine, and cyclohexylamine. These additives do not add to the alkali burden of the turbine, and will not accumulate in piping, valves, etc.

Deposit formation in the turbine from contaminants in injection water is also a concern. In demineralization ion exchange systems a special situation may arise in the case of silica. Silica absorbed by the anion exchanger may not be completely removed during regeneration causing it to accumulate. Eventually, leakage will occur, allowing silica discharge into the effluent and into the turbine. Such occurrences have lead to combustion liner hole plugging and forced outages. Prevention of silica breakthrough requires longer regeneration times at higher temperatures, and effluent monitoring. *Ion exchange manufacturers should be consulted.* Another problem arises if silica is present in a colloidal form. In this form it can pass through ion exchangers and it cannot be detected by conductivity measurements. *Water treatment experts should be consulted. They can make recommendations concerning proper treatment.*

III. LIMITS ON WATER QUALITY FOR EVAPORATIVE COOLING SYSTEMS

Water quality must be maintained in evaporative coolers in order to ensure good long term system performance. Dirty water will foul the cooler media, eventually resulting in carry-over and possible damage to the gas turbine. Also, water which is very pure, such as demineralized make-up water, may degrade the materials of the cooler. *Consult the operation and maintenance manual for the evaporative cooler for specific details.*

To prevent excessive scaling of the cooler media water should be monitored to maintain one of the stability indices, such as Langelier or Ryznar (See Nalco Water Handbook, McGraw-Hill, 2nd edition, 1988).

When trace metals in the fuel, water or steam are not precisely known, a limit for these contaminants in the inlet air of 0.005 ppm is nominally set (GER 3419). Carry-over limits on contaminants may be obtained from a mass balance on the equivalent carry-over water for a specified contaminant level in the air[(a)]. Thus,

(1) $$W = A(X_a / X_w) = 0.005\ (A / X_w)$$

where W and A are the flows of water and air , respectively, and X_w and X_a are the concentrations (ppm) of the contaminants in the water and air (1), respectively.

Figure 1 gives carry-over limits for gas turbine contaminants based on Equation (1) for several air flows. For example, if the concentration of Na in the make-up water is 100 ppm and the air flow is 300 lbs/sec, then 4 cc/sec would be the limiting carry-over rate.

IV. APPLICABLE REFERENCE DOCUMENTS

GEI 41047	Gas Turbine Liquid Fuel Specification
GEI 41040	Process Specification, Fuel Gases For Combustion in Heavy-Duty Gas Turbines
GER 3419	Gas Turbine Inlet Air Treatment
GER 3601	Gas Turbine Compressor Operating Environment and Material Evaluation
GEI 41042	Gas Turbine and Compressor Cleaning
GEK 103623	Gas Turbine Compressor Washing
GEK 28122	Specification For Magnesium Sulfate For Gas Turbine
GEK 98965	Steam Purity For Industrial Turbines

Nalco Water Handbook, Frank N. Kemmer, Editor, McGraw-Hill, Second Edition, 1988

(a) Although, no standard method exists for sampling compressor air, EPA, 40 CFR 50, gives a number of methods for sampling particulate. Chemical analysis would be according to EPA 200.7 for particular contaminants.

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Table 1. Injection Water / Steam Purity Maximum Limits

		Method
Trace Metals:		
Sodium plus Potassium(1)	0.5 ppm	EPA 200.7
Calcium	1.0 ppm	EPA 200.7
Total Solids:	5.0 ppm	
Total dissolved solids		EPA 160.1
Total suspended solids		EPA 160.2

(1) Other metals not normally encountered in water/steam but found in fuel oils, such as vanadium and lead, or other alkali metals such as lithium, are also to be included.

Table 2. Trace Metal Contaminant Specification Maximum Limits, All Sources

Contaminant	Contaminant Limit (ppmw) Referred to the Fuel(1)
Sodium plus Potassium	1.0
Lead	1.0
Vanadium	0.5
Calcium	2.0

(1) The tabulated limits in parts per million by weight (ppmw) are for $A / F = 50$. For other A / F ratios multiply the tabulated limits by $((A / F + 1) / 51)$. The total contamination referred to the fuel from all sources is determined from the equation:

$$(A / F)\, X_a + (W / F)\, X_w + X_f = \text{Contamination (ppmw), all sources, referred to the fuel,}$$

where A, W, F are air, water and fuel flows (lbs/sec), respective; and X_a, X_w, X_f are air, water and fuel contaminant concentrations (ppmw), respectively.

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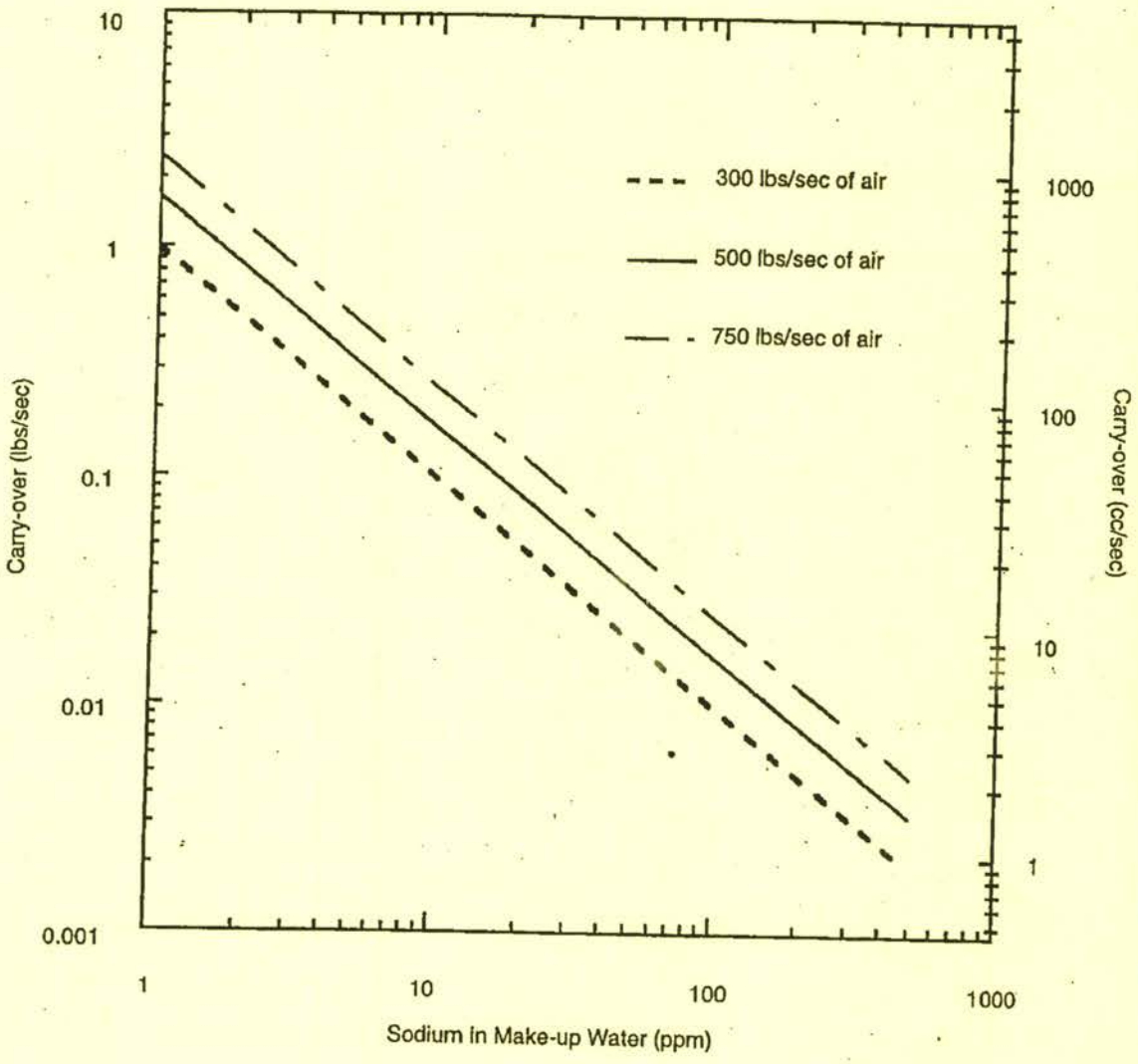
Figure 1. Limiting Carry-Over for Minimizing Turbine Hot Corrosion



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GE Power Systems

General Electric Company
One River Road, Schenectady, NY 12345
518 • 385 • 2211 TX: 145354

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GEI 41040F
Revised, November 1998

GE Power Systems
Gas Turbine

Process Specification
Fuel Gases For Combustion In Heavy-Duty Gas Turbine

These instructions do not purport to cover all details or variations in equipment nor to provide for every possible contingency to be met in connection with installation, operation or maintenance. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's purposes the matter should be referred to the GE Company.

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I. GENERAL

G.E. heavy-duty gas turbines have the ability to burn are burning a wide range of gaseous fu in Table 1. These gases present a broad spectrum of properties due to both active and inert cor specification is designed to define guidelines that must be followed concerns which need to be in order to burn these fuels in an efficient, trouble-free manner, while protecting the gas turbine ing hardware. in GE heavy duty gas turbines.

Table 2 specifies gives the allowable limits for both the fuel properties and contaminants. Table gives the acceptable test methods to be used in for in determining gas fuel properties for succe bine operation.

TABLE 1
FUEL GAS CLASSIFICATION

FUEL	LHV Btu/SCF	MAJOR COMPONENTS
Natural Gas	800–1200	Methane
Liquefied Petroleum Gas (LPG	2300–3200	Propane, Butane
Gasification Gases		
-Air Blown	100–150	Carbon monoxide, Hydrogen, Nitrogen, Water Vapor
-Oxygen Blown	200–400	Carbon monoxide, Hydrogen, Water Vapor
Process Gases	300–1000	Methane, Hydrogen, Carbon monoxide, Carbon dioxide

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TABLE 2
GAS FUEL SPECIFICATION

FUEL PROPERTIES	MAX	MIN	NOTES
Lower Heating Value, Btu/lb	None	100 – 300	See Note 3
Modified Wobbe Index Range	+5%	–5%	See Notes 4,5
Superheat, °F	–	50	See Note 6
Flammability Ratio	See Note 7	.2.2:1	Roch. to lean fuel to air ratio, volume basis
Gas Constituent Limits, % by volume:			See Note 8
Methane	100	85	% of rectant species
Ethane	15	0	% of rectant species
Propane	15	0	% of rectant species
Butane + Paraffine (C4+)	5	0	% of rectant species
Hydrogen	0	0	% of rectant species
Carbon Monoxide	15	0	% of rectant species
Oxygen	10	0	% of rectant species
Carbone Dioxode	15	0	% total (rectants + inser)
Nitrogen	30	0	% total (rectants + inser)
Sulfur	–	–	See Note 9
Total Inerts (N2 + CO2+A)	30	0	
Aromatics (Benzene, Toluen etc.)	Report	0	See Note 10
Gas Fuel Supply Pressure			See Note 11

CONTAMINANTS (See Notes 12,13)	FUEL LIMITS ppmw (See Note 14)				NOTES
Particulate	MS3000 MS5000	B/E Class	F Class	H Class	See Note 15
Total	35	32	23	23	
Above 10 Microns	0.4	0.3	0.2	0.2	
Trace Metals Sodium plus potassium	0.8				See Note 16
Liquids	0				No Liquids allowed, see superheat requirements and Note 17

Notes:

1. All fuel properties must meet the requirements from ignition to base load unless otherwise stated.
2. Values and limits apply at the inlet of the gas fuel control module.
3. Heating value ranges shown are provided as guidelines. Specific fuel analysis must be furnished to GE for proper analysis. (Reference Section III–A)
4. See section III–B. for definition of Modified Wobbe Index Range.

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5. Variations of Modified Wobbe Index greater than + 5% or –5% may be acceptable for so tions. (i.e. On units that incorporate gas fuel heating). GE must analyze and approve all where the 5% variation is to be exceeded.

6. Minimum fuel gas temperature shall be set at 50F above the higher of the Hydrocarbon Glycol) or Water Dewpoints. (Reference Section III–C)

7. There is no defined maximum flammability ratio limit. Fuel with flammability ratio signi larger than those of natural gas may require a start-up fuel.

8. The range of constituents are for typical natural gas. Fuels meeting these limits are app operation with the entire GE heavy–duty gas turbine product line, including those utilizing NOx combustion systems. Candidate fuels which do not meet these limits should be referr for further review. All fuels will be reviewed by GE on a case by case basis. (Refere III–E)

9. The quantity of sulfur in gas fuels not limited by this specification. Experience has shov idation/corrosion rates are not significantly affected by fuel sulfur levels up to 1% sulfur. H sion of hot gas path parts is controlled by the specified trace metal limits. Sulfur levels s sidered when addressing HRSG Corrosion, Selective Catalytic Reduction (SCR) Deposit Exhaust Emissions, System Material Requirements, Elemental Sulfur Deposition and Iron Sul (Reference Section IV–D)

10. When fuel heating for thermal efficiency improvements is utilized (e.g. Tfuel > 300F) there sibility of gum formation if excess aromatics are present. Contact GE for further informati

11. Minimum and maximum gas fuel supply pressure requirements are furnished by GE as par unit proposal.

12. The contamination limits identified represents the total allowable limit at the inlet to the turb tion. These limits will be reduced if comparable contaminants are present in the compress air and combustion steam/water injection.

13. The contamination limits and the identified method of calculating contamination limits app "typical" natural gases. Consult GE for contamination limits for gasification fuels.

14. Given contaminant limits are for pure methane gas. Actual maximum limits are determined b tiplying given limits by (Actual Fuel LHV/Methane LHV) where methane LHV is in 21,515 LB.

15. The fuel gas delivery system shall be designed to prevent the generation or the admittance particulate to the gas turbine gas fuel system. This shall include but not be limited to p filtration and non corrosive (i.e. stainless steel) piping from the particulate filtration to the the gas turbine equipment. Fuel gas piping systems shall be properly cleaned/flushed and tained prior to gas turbine operation. (Reference Section IV–A)

16. Sodium and potassium, from salt water, are the only corrosive trace metal contaminants nor found in natural gases. Other trace metal contaminants may be found in Gasification and F Gases. These will be reviewed by GE on a case by case basis.

17. The fuel gas supply shall be 100% free of liquids. Admission of liquids can result in cor and/or hot gas path component damage. (Reference Section IV–C)

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TABLE 3
TEST METHODS FOR GASEOUS FUELS

PROPERTY	ASTM METHOD
Gas Composition to C6+ (gas chromatograph	D 1945
Heating Value	D 3588
Specific Gravity	D 3588
Compressibility Factor	D 3588
Dew Point (Note 1)	D 1142
Sulfur (Note 2)	D 3246

Notes:

1. Hydrocarbon and water dewpoints shall be determined by direct dew point measurement (Chilled Mirror Device). If dew point cannot be measured, an extended gas analysis which identifies hydrocarbon components from C1 through C14 shall be performed. This analysis must provide an accuracy of greater than 10 ppmv. A standard gas analysis to C6+ is normally not acceptable for dew calculation unless it is known that heavier hydrocarbons are not present, as is most often the with liquefied natural gases.

2. This test method will detect the presence of condensable sulfur vapor. Specialized filtration equipment is required to measure sulfur at concentrations present in vapor form. Contact GE fo more information.

II. FUEL GAS CLASSIFICATION

A. NATURAL AND LIQUEFIED PETROLEUM GAS (LPG)

Natural gases are predominantly methane with much smaller quantities of the slightly heavier hydrocarbons such as ethane, propane and butane. Liquefied petroleum gas is propane and/or butane with trace of heavier hydrocarbons.

1. Natural Gas

Natural gases normally fall within the calorific heating value range of 800 to 1200 Btu per standa cubic foot. Actual calorific heating values are dependent on the percentages of hydrocarbons and inert gases contained in the gas. Natural gases are found in and extracted from underground reservoirs. These "raw gases" may contain varying degrees of nitrogen, carbon dioxide, hydrogen sulfide, and contain contaminants such as salt water, sand and dirt. Processing by the gas supplier normally reduces and/or removes these constituents and contaminants prior to distribution. A gas analysis must be performed to ensure that the fuel supply to the gas turbine meets the requiremen of this specification.

2. Liquefied Petroleum Gases

The heating values of Liquefied Petroleum Gases (LPGs) normally fall between 2300 and 3200 Btu/SCF (LHV). Based on their high commercial value, these fuels are normally utilized as a back-up fuel to the primary gas fuel for gas turbines. Since LPGs are normally stored in a liquid state, critical that the vaporization process and gas supply system maintains the fuel at a temperature above the minimum required superheat value. Fuel heating and Heat tracing is required to ensure this.

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B. GASIFICATION FUELS

Other gases that may be utilized as gas turbine fuel are those formed by the gasification o leum coke or heavy liquids. In general, the heating values of gasification fuel are substantially other fuel gases. These lower heating value fuels result in the effective areas of the fuel n larger than those utilized for fuels of higher heating values.

Gasification fuels are produced by either an Oxygen Blown or Air Blown gasification proce

1. Oxygen Blown Gasification

The heating values of gases produced by oxygen blown gasification fall in the range of Btu/SCF. The Hydrogen (H_2) content of these fuels are normally above 30% by volume and H_2/CO mole ratio between 0.5 to 0.8. Oxygen blown gasification fuels are often mixed v for thermal NOx control, cycle efficiency improvement and/or power augmentation. When utiliz the steam is injected into the combustor by an independent passage. Due to high hydrog of these fuels, oxygen blown gasification fuels are normally not suitable for Dry Low NO applications. (See Table 2) The high flame speeds resulting from high hydrogen fuels can flashback or primary zone re-ignition on DLN pre-mixed combustion systems. Utilization of fuels shall be reviewed by GE.

2. Air Blown Gasification

Gases produced by air blown gasification normally have heating values between 100 and 1 SCFH. The Hydrogen (H_2) content of these fuels can range from 8% to 20% by volum a H_2/CO mole ratio 0.3 to 3:1. The use and treatment of these fuels similar to that identifi gen blown gasification.

For Gasification fuels a significant part of the total turbine flow comes from the fuel. In for oxygen blown fuels there is a diluent addition for NOx control. Careful integration o turbine with the gasification plant is required to assure an operable system. Due to the low ric heating value of both oxygen an air blown gases, special fuel system and fuel nozzl quired.

C. PROCESS GASES

Many chemical processes generate surplus gases that may be utilized as fuel for gas turbines. or refinery gases). These gases often consisting of methane, hydrogen, carbon monoxide, and dioxide that are normally byproducts of petrochemical processes. Due to the hydrogen and carbo oxide content, these fuels have large rich to lean flammability limits. These types of fuels ofte inerting and purging of the gas turbine gas fuel system upon unit shutdown or a transfer to n conventional fuel. When process gas fuels have extreme flammability limits such that the fuel v ignite at turbine exhaust conditions, a more "conventional" start-up fuel is required.

Additional process gases that utilized as gas turbine fuels are those which are byproducts of stee tion. These are:

1. Blast Furnace Gases (BFGs)

Blast Furnace Gases (BFGs), alone, have heating values below minimal allowable limits. T Gases must be blended with other fuel to raise the heating value to above the required li

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Oven and/or Natural Gases or hydrocarbons such as propane or butane can be utilized to accomp this.

2. Coke Oven Gases

Coke oven gases are high in H2 and may be used as fuel for non-Dry Low NOx (DLN) combustion systems. These fuels often contain trace amounts of heavy hydrocarbons, which when burned could lead to carbon buildup on the fuel nozzles. The heavy hydrocarbons must b "scrubbed" or removed from the fuel prior to delivery to the gas turbine.

3. COREX Gases

COREX gases are similar to oxygen blown gasified fuels, and may be treated as such. They are ally lower in H2 content and have lower heating values than oxygen blown gasified fuels.

Further combustion related guidelines may be found in Bureau of Mines Circulars 503 and 622.

III. FUEL PROPERTIES

A. Heating Values

A fuel's heat of combustion, or heating value, is the amount of energy, expressed in Btu (British Ther Unit), generated by the complete combustion, or oxidation, of a unit weight of fuel. The amount of h generated by complete combustion is a constant for a given combination of combustible elements and compounds.

For most gaseous fuels, the heating value is determined by using a constant pressure, continuous typ calorimeter. This is the industry standard. In these units, combustible substances are burned with oxygen under essentially constant pressure conditions. In all fuels that contain hydrogen, water vapor is a prod uct of combustion, which impacts the heating value. In a bomb calorimeter, the products of combustior are cooled to the initial temperature and all of the water vapor formed during combustion is condense The result is the HHV, or higher heating value, which includes the heat of vaporization of water. T LHV, or lower heating value, assumes all products of combustion including water remain in the gaseous state, and the water heat of vaporization is not available.

B. Modified Wobbe Index Range

While gas turbines can operate with gases having a very wide range of heating values, the amount variation that a single specific fuel system can accommodate is much less. Variation in heating value a it affects gas turbine operation is expressed in a term identified as modified Wobbe Index (Natural Gas E. N. Tiratsoo, Scientific Press Ltd., Beaconsfield, England, 1972). This term is a measurement of volu- metric energy and is calculated using the Lower Heating Value (LHV) of the fuel, specific gravity o the fuel with respect to air at ISO conditions, and the fuel temperature. The mathematical definition i as follows:

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$$\text{Modified Wobbe Index} = \frac{LHV}{\sqrt{SGgas \times T}}$$

This is equivalent to:

$$\text{Modified Wobbe Index} = \frac{LHV}{\sqrt{\frac{MWgas}{28.96} \times T}}$$

Where:

LHV	=	Lower Heating Value of the Gas Fuel (Btu/scf)
SGgas	=	Specific Gravity of the Gas Fuel relative to Air
MWgas	=	Molecular Weight of the Gas Fuel
T	=	Absolute Temperature of the Gas Fuel (Rankine)
28.96	=	Molecular Weight of Dry Air

The allowable modified Wobbe Index range is established to ensure that required fuel nozzle ratios are maintained during all combustion/turbine modes of operation. When multiple gas fu supplied and/or if variable fuel temperatures result in a Modified Wobbe Index that exceed the tion, independent fuel gas trains, which could include control valves, manifolds and fuel nozzl be required for standard combustion systems. For DLN systems, an alternate control method required to assure that the required fuel nozzle pressure ratios are met. An accurate analysis fuels, along with fuel gas temperature profiles shall be submitted to GE for proper evaluation

C. Superheat Requirement

The superheat requirement is establish to ensure that the fuel gas supply to the gas turbine is of liquids. Dependent its constituents, gas entrained liquids could cause degradation of gas fuel and for DLN applications, premixed flame flashbacks or reignitions. 50F of superheat is speci provide enough margin to compensate for temperature reduction due to pressure drop across the control valves.

D. Flammability Ratio

Fuel gases containing hydrogen and/or carbon monoxide will have a ratio of rich-to-lean flamm limits that is significantly larger than that of natural gas. Typically, gases with greater than 5% by volume fall into this range and require a separate startup fuel. GE will evaluate the gas determine the requirement for a start-up fuel.

Fuel gases with large percentages of an inert gas such as nitrogen or carbon dioxide will have rich-to-lean flammability limits less than that of pure natural gas. Flammability ratios of less t to 1 as based on volume at ISO conditions (14.696 psia and 59F), may experience problems ma stable combustion over the full operating range of the turbine.

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E. Gas Constituent Limits

Gas constituent limits are set forth to assure stable combustion through all gas turbine loads and m of operation. Limitations are more stringent for Dry Low NOx combustion systems where "premixed combustion is utilized. A detailed gas analysis shall be furnished to GE for proper evaluation.

F. Gas Fuel Supply Pressure

Gas fuel supply pressure requirements are dependent on the gas turbine model and combustion desi the fuel gas analysis and unit specific site conditions. Minimum and maximum supply pressure requi ments will be furnished by GE as part of the unit proposal.

IV. CONTAMINANTS

Dependent on the type of fuel gas, the geographical location and the forwarding means there is the pot for the "raw" gas supply to contain one or more of the following contaminants:

1. Tar, lamp black, coke
2. Water, salt water
3. Sand, clay
4. Rust
5. Iron sulfide
6. Scrubber oil or liquid
7. Compressor Lube oil
8. Naphthalene
9. Gas Hydrates

It is critical that the fuel gas is properly conditioned prior to being utilized as gas turbine fuel. This conc ing can performed by a variety of methods. These include but are not limited to: media filtration, iner separation, coalescing and fuel heating. Table 2 identifies the trace metal, particulate and liquid contamina- tion limits. These limits are given in parts per million by weight (ppmw) corrected to the actual heating v of the fuel. It is critical that fuel gas conditioning equipment be designed and sized so that these limit not exceeded.

A. Particulate

Contamination limits for particulate are established to prevent fouling and excessive erosion of hot gas path parts, erosion and plugging of combustion fuel nozzles and erosion of the gas fuel system contr valves. The utilization of gas filtration or inertial separation is instrumental in ensuring that the particu late requirements as defined in Table 2 are met. GE recommends the use of stainless steel piping dov stream of this last level of filtration.

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B. Trace Metals

Sodium is the only trace metal contaminant normally found in natural gas. The source of sod ral gas is normally salt water. Limits on trace metals are established to prevent the formation deposits on hot gas path components. These deposits can be detrimental to gas turbine perf

In addition to sodium, additionally harmful trace metal contaminants can be found in gasific process gases. Limits on these contaminants will be determined by GE on a case by case

C. Liquids

As identified in Table 2, zero liquids are allowed in the gas turbine fuel gas supply. Liqui in the fuel can result in nuisance and/or hardware damaging conditions. These include rapid c in firing temperature and gas turbine load, primary zone reignition and flashback of premixe and when liquids carryover past the combustion system, melting of hot gas path components. uids are identified in the gas supply, separation and heating is employed to achieve the require level.

D. Sulfur

There are several concerns relative to the levels of sulfur contained in the fuel gas supply. M are not directly related to the gas turbine but to associated equipment and emissions requireme concerns include but not limited to:

1. Hot Gas Path Corrosion

Typically, use of sulfur bearing fuels will not be limited by concerns for corrosion in the gas path. Experience has shown that oxidation/corrosion rates are not significantly affected sulfur levels up to about 1% sulfur. Hot corrosion of hot gas path parts is controlled by the fuel alkali levels to values shown in table 2. This controls the extent of alkali sulfate which is the salt responsible for hot corrosion. Unless sulfur levels are extremely low, alk are usually limiting in determining hot corrosion of hot gas path materials. For low Btu fuel contribution of alkali metals at the turbine inlet is increased over that for natural ga alkali limit in the fuel is therefore decreased.

2. HRSG Corrosion

If heat recovery equipment is used, the concentration of sulfur in the fuel gas must be kn the appropriate design for the equipment can be specified. Severe corrosion from condensed s acid results if a heat recovery steam generator (HRSG) has metal temperatures below the acid dewpoint.

3. Selective Catalytic Reduction (SCR) Deposition

Units utilizing ammonia injection downstream of the gas turbine control NOx an experience the formation of deposits containing ammonium sulfate and bisulfate on low temperature eva tor and economizer tubes. Such deposits are quite acidic and therefore corrosive. These de and the corrosion that they cause, may also decrease HRSG performance and increase back p on the gas turbine. Deposition rates of ammonium sulfate and bisulfate are determined by th content of the fuel, ammonia content in the exhaust gas, tube temperature and boiler desig having sulfur levels above those used as odorents for natural gas should be reported to GE.

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tion, the presence of minute quantities of chlorides in the inlet air, may result in cracking of 300 series stainless steels in the hot gas path.

4. Exhaust Emissions

Sulfur burns mostly to sulfur dioxide, but 5%–10% oxidizes to sulfur trioxide. The latter can re in sulfate formation, and may be counted as particulate matter in some jurisdictions. The remainc will be discharged as sulfur dioxide. To limit the discharge of acid gas, some localities may re: the allowable concentration of sulfur in the fuel.

5. System Material Requirements

When considering fuel gases containing HS (sour gas fuels) material selection for system piping ar components shall comply with NACE Standard, MR0175-93.

6. Elemental Sulfur Deposition

Solid elemental sulfur deposits can occur in gas fuel systems downstream of pressure reducing st tions or gas control valves under certain conditions. These conditions may be present if the gas contains elemental sulfur vapor, even when the concentration of the vapor is a few parts per bil by weight. Concentrations of this magnitude cannot be measured by commercially available instru- mentation and deposition cannot therefore be anticipated based on a standard gas analysis. Shoulc deposition take place, fuel heating will be required to maintain the sulfur in vapor phase and av deposition. A gas temperature of 130 F or higher may be required at the inlet to the gas control to avoid deposition, depending on the sulfur vapor concentration. The sulfur vapor concentration can be measured by specialized filtering equipment. If required, GE can provide further information on this subject.

7. Iron Sulfide

The presence of sulfur in the gas may promote the formation of iron sulfides. Under certain con tions, iron sulfide is a pyrophoric material that can autoignite at atmospheric pressure and tempera ture when exposed to air. Extreme care must be taken when servicing gas fuel cleanup equipmer to avoid accidental exposure to oxygen and subsequent combustion of filter material.

APPENDIX 1

The effective particle size for erosion considerations is determined by a particle's terminal settling velocity. The size and density distribution of the solid particles must be such that not more than 1.0 percent by v of the particles shall have a terminal settling velocity in air (at 70 F and 30 inches Hg, absolute) greater than 14 inches per minute, and not more than 0.1 percent shall have a terminal settling velocity in exce 23 inches per minute.

For a solid spherical particle, Stoke's Law of settling permits calculating the terminal settling velocity if t particle size and shape and particle specific gravity are known. The following tabulation gives the spherica particle diameters equivalent to the limiting terminal settling velocities for particles of specific gravity 2.0 and 4.0

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Settling Velocity	Specific Gravity (based on water)	Equivalent Spherical Partical (inches/min) Diameter (microns)
14	2	10
23	2	13
14	4	7
23	4	9

APPENDIX 2 - DEFINITIONS

Dew Point

This is the temperature at which the first liquid droplet will form as the gas temperature is re mon liquids found in gas fuel are hydrocarbons, water and glycol. Each has a separate and dew point. The dew point varies considerably with pressure and both temperature and pressure stated to properly define the gas property. Typically, the hydrocarbon dew point will peak in 600 psia range.

Dry Saturated Conditions

The gas temperature is at, but not below or above, the dew point temperature. No fee liquids

Gas Hydrates

Gas hydrates are semi-solid materials that can cause deposits that plug instrumentation lines, valves and filters. They are formed when free water combines with one or more of the C1 hydrocarbons. Typically the formation will take place downstream of a pressure reducing station the temperature drop is sufficient to cause moisture condensation in a region of high turbulence. hydrates can cause major problems in the gas distribution network, the moisture content is usu trolled upstream at a dehydration process station

Gas Hydrate Formation Line

This is similar to the dew point line except the temperature variation with pressure is much hydrate line is always below or at the moisture dew point line as free water must exist in drates to form. Maintaining 5B° of superheat above the moisture dew point will eliminate hy formation problems.

Glycol

Glycol is not a natural constituent of natural gas but is introduced during the dehydration proc ous forms of glycol are used, di-ethylene and tri-ethylene glycol being two most common. In so glycol is injected into the pipeline as a preservative. In most cases, glycol may only be a prob commissioning of a new pipeline or if an upset has taken place at an upstream dehydration

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Superheat

This is defined as the difference between the gas temperature minus the liquid dew point. The diff is always positive or zero. A negative value implies that the value is being measured at two d states of pressure and temperature and is not valid. A measured gas temperature below the theore dew point means that the gas is in a wet saturated state with free liquids present.

Saturation Line

This is the same as the dew point line.

Wet Saturated Conditions

A point where a mixture consists of both vapor and liquids.

APPENDIX 3 - APPLICABLE DOCUMENTS

MR0175-93, NACE Standard, Sulfide Stress Cracking Resistant Metallic Material for Oilfield Equipment.

Bureau of Mines Bulletin 622, Flammability Characteristics of Combustible Gases and Vapors, 1965

Bureau of Mines Bulletin 503, Flammability Characteristics of Combustible Gases and Vapors, 1950

GEI-41047 Gas Turbine Liquid Fuel Specification

GER-3419 Gas Turbine Inlet Air Treatment

Natural Gas, E. N. Tiratsoo, Scientific Press Ltd., Beaconsfield, England, 1972

Obtaining Natural Gas Samples for Analysis by Gas Chromatography, GPA Standard 2166–86, Gas Producers association, 6526 East 60th Street, Tulsa, Oklahoma 74145

Tentative Method of Extended Analysis for Natural Gas and Similar Gaseous Mixtures by Temperature Programmed Gas Chromatography, GPA Standard 2286–95, Gas Producers association, 6526 East 60th Street, Tulsa, Oklahoma 74145

Table of Physical Constants of Paraffin Hydrocarbons and Other Components of Natural Gas, GPA Standard 2145–96, Gas Producers association, 6526 East 60th Street, Tulsa, Oklahoma 74145

GE Power Systems

General Electric Company
One River Road, Schenectady, NY 12345
518 • 385• 2211 TX: 145354

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