



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Adopt Resolution Authorizing Execution of Agreement for Layoff and Sale Relating to Combustion Turbine Project Number One (EUD)

MEETING DATE: September 19, 2007

PREPARED BY Electric **Utility** Director

RECOMMENDED ACTION: Adopt a resolution authorizing execution of agreement for layoff and sale relating to combustion turbine project number one.

BACKGROUND INFORMATION: The City of Lodi, through its Electric Utility Department (EUD), owns 34.78% (-43 megawatts) of the Northern California Power Agency's (NCPA) Combustion Turbine Project One (CT1 Project). The CT1 Project is composed of five combustion turbine electric generating units nominally rated at 25 megawatts (MW) each for a total project capacity of 125 MW. Two of the combustion turbine units are located in Alameda, CA, two are located in the Roseville, CA vicinity and one is located here in Lodi, CA. The units are about 20 years old and likely have another 20 years of life.

Last year, the City of **Roseville** expressed its desire to acquire sufficient rights in the CT1 Project to fully control and eventually own the two project units located in Roseville. Concurrently, Lodi (the largest CT1 participant) was in the process of reviewing its assets to determine the potential cost/value of same and had determined that a divestiture of a portion of its CT1 Project rights could be beneficial from a financial and economic standpoint given the extremely low usage of the project over the past decade.

Through negotiations between Roseville, Lodi, NCPA and the other CT1 Project participants, an agreement was developed for Lodi to "layoff 26.744% of CT1 Project Entitlement to Roseville (and to Biggs and Gridley though an assumption of Roseville's present layoff to these entities) until the retirement of CT1 Debt Service in August 2010 (Phase 1) and to transfer equity rights in this project entitlement to Roseville thereafter (Phase 2). Lodi's remaining project entitlement percentage after the transfer to Roseville will be 8.036% (-10 MW).

Highlights of the Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project One are as follows:

- Lodi will "layoff" 26.744% of Project Entitlement Percentage, including project reserve accounts, to Roseville/Biggs/Gridley for the remainder of the existing term of the NCPA CT1 Project debt service which extends through August, 2010. (Phase 1)
- Roseville will pay Lodi \$3.25 million within 15 days of the effective date of the agreement, e.g. the date upon which all CT1 Participants have signed the agreement.

APPROVED: 
Blair King, City Manager

- Roseville will pay all fixed and variable costs (including, but not limited to, debt service, and equipment repair/maintenance, capital improvements, operations and unit testing) for the two Roseville units. This means Roseville will assume these costs for that portion of the CT1 Project transferred to Roseville by Lodi. Biggs and Gridley continue to pay their respective shares of such costs.
- The NCPA CT1 Project participants agree that Roseville's share in the CT1 Project, including the Lodi layoff, resides solely at the two CT1 units located at Roseville. The other CT1 Project participants, including Lodi, will have interest only in the three Lodi and Alameda units.
- NCPA and the CT1 Project participants agree not to refinance the CT1 Project.
- At the end of the project debt service (projected to be September 1, 2010), Lodi will permanently transfer 26.744% of CT1 Project ownership rights to Roseville/Biggs/Gridley. (Phase 2)
- Roseville will pay Lodi an additional \$650,000 upon the permanent transfer of CT1 Project Entitlement from Lodi to Roseville.

Discussion

Historically the CT1 units generally have operated only a few hours per year. For example, the combustion turbine unit in Lodi has averaged operation of only 73 hours per year over the past five years. Their real value is to replace rapidly the generation of another source that fails ("reserve capacity") or for operation during extremely hot weather or at times when the electrical grid might need support in certain areas ("peaking capacity").

One of the benefits of the proposed transaction is that all CT1 participants will now have their project interests located in the "control area" (e.g. California ISO or Western/SMUD) where their electric load resides. For CAISO entities, like Lodi, their interest in the CT1 Project now qualifies as "capacity" for "resource adequacy" purposes. For information, the two Roseville units had not had capacity value in the CAISO because they are located in the Western/SMUD control area, which is outside the CAISO footprint.

The annual cost of supporting the CT1 units for the few hours they have historically operated is significant. In FY2008, for instance, Lodi's projected cost associated with its pre-Roseville sale interest in the CT1 Project is \$3.023 million. Lodi's projected CT1 Project cost following the Roseville sale is about \$646,000 – a savings to Lodi of more than \$2.3 million. Of this FY08 savings, the reduction due to debt service is \$1.2 million, due to less capital is \$200K and due to lower O&M is \$900K.

On the negative side, the **CAISO** plans to implement "local" capacity requirements upon the start date of its Market Redesign and Technology Upgrade (MRTU) currently scheduled for March 31, 2008. The portion of Lodi's CT1 Project residing in the Alameda and Lodi units that is being sold to Roseville will reduce Lodi's qualified local capacity amounts below the expected target level for Lodi. This may necessitate the acquisition of local capacity from the marketplace for the period beginning with initiation of MRTU until the operation of the New Lodi generating unit tentatively planned for 2011. It is uncertain what the **cost** of such local capacity will be, however it is not expected to exceed the operational cost savings due to the Roseville sale and could be significantly less.

Summary

Under the proposed agreements, Lodi will sell approximately $\frac{3}{4}$ of its interest (a 26.744% Project Entitlement Percentage) in the CT1 Project to the City of **Roseville** (and to Biggs and Gridley though an assumption of **Roseville's** current layoff/sale arrangement with these entities) effective upon approval/execution of the related agreement by all CT1 Project participants and NCPA. In return, Roseville shall pay Lodi (i) \$3.25 million within 15 days of the agreement's effective date (projected to be on or before October 30, 2007) and (ii) an additional \$650,000 upon the commencement of Phase 2 (projected to be September 10, 2010). **Roseville/Biggs/Gridley** will assume the **costs** of debt service, capital investments and **O&M** associated with the transferred entitlement upon execution of the agreement. As a result of the transaction, **Roseville** will have all rights in the **two** CT1 units located at Roseville, CA – other participants would have rights only in the Alameda and Lodi CT1 units.

FISCAL IMPACT: The proposed **transaction** would **result** in the receipt of \$3.25 million by Lodi in fiscal year 2007-08 and an additional \$650,000 upon the commencement of Phase 2 (projected to be September 2010). Lodi would no longer be responsible for **debt** service, capital and **O&M** for the portion of the CT1 Project transferred – in fiscal year 2007-08 this foregone amount is estimated to be \$2.3 million. Future annual savings will vary and will be about \$1.2 million less when debt service is retired in fiscal year 2010-11. Lodi may incur costs to increase its local capacity following the start of MRTU in 2008 – the amounts and timing to be determined.

FUNDING: Not applicable



George F. Morrow
Electric Utility Director

Prepared By: George F. Morrow. Electric Utility Director

**AGREEMENT FOR LAYOFF AND SALE OF
PROJECT ENTITLEMENT PERCENTAGE RELATING TO
COMBUSTION TURBINE PROJECT NUMBER ONE**

This Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project Number One (this "Agreement") is by and **among** the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"); the Cities of Alameda, Healdsburg, Lodi, Lompoc, Roseville, Santa Clara and Ukiah, and the Plumas-Sierra Rural Electric Cooperative (all of whom are jointly referred to as the "Project Participants"), the City of Biggs ("Biggs") and the City of Gridley ("Gridley") (all of whom are jointly referred to as the "Parties"). The Agreement shall become effective ("Effective Date"), upon execution by all the Project Participants, Biggs and Gridley.

WITNESSETH

WHEREAS, NCPA and the Project Participants have previously executed that certain Agreement for Construction, Operations and Financing of Combustion Turbine Project Number One dated July 1, 1984 (the "Third Phase Agreement"); and

WHEREAS, pursuant to the Third Phase Agreement, each *of* the Project Participants **owns** an undivided share or "Project Entitlement Percentage" of the capacity and energy produced by the Combustion Turbine Project Number One (the "CT1 Project"), which Project Entitlement Percentage is specified in an appendix to the Third Phase Agreement; and

WHEREAS, each Project Participant is obligated to take and pay for the electric output of the CT1 Project in proportion to its Project Entitlement Percentage and is further obligated to pay for the operation and maintenance costs of the CT1 Project in proportion to its Project Entitlement Percentage, all in accordance with the Third Phase **Agreement**; and

WHEREAS, the CT1 Project consists of five (5) **separate units**, two (2) of which are located near the City of Roseville, California (the "Roseville CT1 Units"), two (2) of which are located in the City of Alameda, California (the "Alameda CT1 Units"), and one (1) of which is located in the City of Lodi, California (the "Lodi CT1 Unit"); and

WHEREAS, the Roseville CT1 Units, Alameda CTI Units and Lodi CT1 Unit are owned and operated by NCPA as a single project on behalf of the Project Participants, and the Project Participants' individual Project Entitlement Percentages are not stated with reference to any particular CT1 Unit; and

WHEREAS, the City of Lodi ("Lodi") presently owns a Project Entitlement Percentage of 34.780% and the City of Roseville ("Roseville") presently owns a Project Entitlement Percentage of 13.584%; and

WHEREAS, Roseville desires to obtain an additional 26.416% of the Project Entitlement Percentage from Lodi; and

WHEREAS, Lodi is willing to initially layoff, and then eventually transfer ownership of, 26.416% of the Project Entitlement Percentage to Roseville; and

WHEREAS, Roseville currently lays off 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley pursuant to Resolutions 84-37 and 84-38 (“the BGR Layoff”); and

WHEREAS, the BGR Layoff contemplates that the Third Phase Agreement will be amended such that Biggs and Gridley will become full project participants in the CT1 Project, but such amendment has not occurred; and

WHEREAS, during Phase One of this Agreement, Roseville will assign its obligations under the BGR Layoff to Lodi, and Lodi is willing to assume Roseville’s responsibility for the layoff to Biggs and Gridley under the BGR Layoff, in place and in stead of Roseville and to layoff and eventually transfer ownership of 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley; and

WHEREAS, during Phase One of this Agreement, NCPA and the Project Participants will treat Roseville’s Project Entitlement Percentage, including the 26.416% transferred from Lodi, as residing solely at the *two* (2) Roseville CT1 Units and Roseville will relinquish any claim to capacity, energy or other rights to the Alameda CT1 Units and the Lodi CT1 Unit; and

WHEREAS, at the beginning of Phase Two of this Agreement, NCPA will execute a grant deed and transfer ownership of the Roseville CT1 Units to Roseville and, the CT1 Project participants other than Roseville will each execute a quit claim deed, all effective upon the commencement of Phase 2; and

WHEREAS, during Phase Two of this Agreement, the Parties intend to amend the Third Phase Agreement to: (a) incorporate changes in the ownership of Project Entitlement Percentages represented by the layoff from Lodi to Roseville and the layoff from Lodi to Biggs and Gridley pursuant to the assignment of the BGR Layoff ; (b) include Biggs and Gridley ~~as~~ full “project participants” in the CT1 Project; (c) remove Roseville from the Third Phase Agreement and the NCPA CT1 Project and (d) make such other mutually agreeable changes as more specifically described herein; and

WHEREAS, Lodi and Roseville believe that the layoffs and transfers contemplated herein will be mutually beneficial to all Project Participants; and

WHEREAS, in consideration of the mutual benefits contained herein, the Project Participants intend to waive solely with respect to the layoffs and transfers contemplated

herein any first or second rights of refusal contained within the Third Phase Agreement;
and

WHEREAS, capitalized terms used in this Agreement and not expressly defined herein shall have the same meanings as such terms have in the Third Phase Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Two Phase Process.** The Parties acknowledge and agree that the goals, purposes and requirements of this Agreement are to be achieved in two distinct phases:

(a) Phase One. Phase One shall commence on the Effective Date and continue until the later of 0001 Hours on September 1, 2010 or the date on which all outstanding Bonds sold for the CTI Project shall be completely paid off and retired.

(b) Phase Two. Phase Two shall commence on the later of 0001 Hours on September 1, 2010 or the date on which all outstanding Bonds sold for the CTI Project shall be completely paid off or retired.

During both Phase One and Phase Two, the Parties agree to cooperate with each other in good faith to implement the goals, purposes and requirements of this Agreement. Notwithstanding any other provision contained herein, this Agreement shall in no way modify or amend the Third Phase Agreement, nor shall it modify the obligations or rights of the Project Participants, NCPA, the bondholders, the Trustee or the bond insurer provided for under the Third Phase Agreement. During Phase One, all actions taken under this agreement shall be taken in such time, fashion and manner so as to permit each project participant and NCPA to fully perform their respective obligations under the Third Phase Agreement

2. **Phase One – Layoffs from Lodi to Roseville, Biggs and Gridley.** Lodi shall make the following layoffs of Project Entitlement Percentage during Phase One:

(a) Lodi to Roseville Layoff. As of the Effective Date, Lodi shall layoff 26.416% of the Project Entitlement Percentage to Roseville. Such capacity and associated available energy is hereby deemed as "surplus" by Lodi pursuant to section 9 of the Third Phase Agreement, and shall be laid *off* solely to Roseville for its beneficial use. Lodi shall layoff said surplus capacity and associated available energy to Roseville throughout Phase One.

(b) Assignment of BGR Layoff from Roseville to Lodi, and Associated Lodi to Gridley and Biggs Layoff.

(i) As of the Effective Date, Roseville hereby assigns the BGR Layoff with Biggs and Gridley to Lodi, and Lodi accepts such assignment, provided that Roseville shall hold Lodi harmless for actions or inactions relating to BGR layoff arising prior to the Effective Date of such assignment.

(ii) Pursuant to such assignment and the BGR Layoff, as of the Effective Date, Lodi shall lay off 0.18% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley. Such capacity and associated available energy is hereby deemed as "surplus" by Lodi pursuant to Section 9 of the Third Phase Agreement, and shall be laid off to Biggs and Gridley respectively for their beneficial use. Lodi shall lay off said surplus capacity and associated available energy to Biggs and Gridley until the amendment of the Third Phase Agreement as contemplated during Phase Two, or as otherwise agreed among Lodi, Biggs and Gridley.

(iii) NCPA shall bill Biggs and Gridley directly, and then credit Lodi for each lay off as a bilateral transfer from Lodi at project cost (which is identical to the current arrangement for the Roseville lay offs to Biggs and Gridley).

(c) After the layoffs to Roseville, Biggs and Gridley, Lodi shall have a remaining Project Entitlement Percentage of 8.036%.

(d) In consideration for the Lodi layoffs hereunder, and for the transfer contemplated by section 3(a) Roseville shall make a one-time cash payment of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) directly to Lodi (the "Transfer Payment"). The Transfer Payment shall be payable to Lodi within fifteen (15) business days of the Effective Date.

It is understood and agreed that the layoffs hereunder, and the transfers contemplated by section 3(a) shall include cash and investments held by NCPA or the CTI Project Trustee for working capital, operating/maintenance reserve and debt service reserves, such that as of the Effective Date Roseville's Project Entitlement Percentage includes a forty (40%) Percent interest in the balance of such reserves and Lodi's Project Entitlement Percentage includes eight and thirty-six thousandths (8.036%) percent of such reserves. All other Parties' interests in such reserves are as they appear in Schedule 2 (d-2). For information, a summary of the cash and investments held by NCPA in the working capital, debt service reserves and operating reserve accounts, as of June 30, 2007, is as shown on Schedule 2 (d-2). Project Participants agree to maintain reserves equal to or greater than the amounts shown in Schedule 2(d-2) as of June 30, 2007. In consideration of Lodi's layoff of said reserves, Roseville shall make a one time cash payment of Six Hundred Fifty Thousand (\$650,000) Dollars directly to Lodi no later than the commencement of Phase Two.

The payments referred to above shall be the sole consideration payable by Roseville to Lodi hereunder. The failure of Roseville to timely make the payments shall not be a basis for the termination of this Agreement, and Lodi's sole remedy for any such failure will be to recover such amount from Roseville as damages.

(e) During Phase One, NCPA shall budget separately for the Roseville CTI Units and

the other three (3) CTI units (the Lodi CT1 Unit and the Alameda CT1 Units); provided, however, that such discrete budgeting shall not materially impact the repayment of the Bonds. Roseville shall be solely responsible for paying all fixed and variable costs (including, but not limited to, insurance, debt service, equipment repair/maintenance, operations, unit testing and capital improvements) for the Roseville CT1 units, as such costs are typically calculated under the Facilities Agreement and the NCPA annual budget. Similarly, the Project Participants (other than Roseville), Biggs and Gridley shall be solely responsible for paying all fixed and variable costs (including, but not limited to, insurance, debt service, equipment repair/maintenance, operations, unit testing and capital improvements) for the Alameda CT1 Units and the Lodi CT1 Unit as such costs are typically calculated under the Facilities Agreement and NCPA annual budget. Where costs are incurred on a unit specific basis and can readily be assigned to individual Project generating units, NCPA shall budget and allocate costs directly to each unit. Where costs are incurred on a combined total project basis and cannot be readily assigned directly to specific generating units, NCPA shall budget for and assign twenty percent to each individual Project unit. A detailed list of the common and unit specific charges is contained in Schedule 2 (e) in the form of a unit specific budget *summary*. Although the overall Project budget is approved on a Project participation vote, allocation of costs to each participant shall be in proportion to entitlement in each unit.

With respect to any capital improvement Project(s) initiated during Phase One, the capital improvement Project(s) costs shall be allocated between Roseville and the Project Participants other than Roseville where Roseville shall pay 100% of the cost of any capital improvement Projects at the Roseville Facilities and the Project Participants other than Roseville shall pay 100% of the cost for any capital improvements Projects at the Lodi and Alameda Facilities. During its annual budget process and prior to approving the budget, NCPA shall provide Roseville with a list of the capital improvement projects proposed for the Roseville CT1 Units. The list shall classify each proposed project as required or optional and include a justification for each project. Roseville shall have sole discretion as to whether or not to optional projects are budgeted and undertaken. NCPA and the Project Participants shall have sole discretion with regard to required projects.

During Phase One, Roseville shall be solely responsible for paying all costs, including emergency repair, catastrophic damage repair and mitigation costs and public and personal liability costs associated with the Roseville CT1 Units. Similarly, during Phase One, the Project Participants (other than Roseville), Biggs and Gridley shall be responsible for paying all costs including, emergency repair, catastrophic damage repair and mitigation costs and public and personal liability costs associated with the Alameda CT1 Units and the Lodi CT1 Unit.

(f) With respect to spare parts and tools, the parties agree to follow the provisions set forth in Article 5 below.

(g) During Phase One, the Project Participants shall not take any action which could trigger a demand for early repayment of the Bonds or which could extend the date on which the Bonds are scheduled to be paid off or retired, which is August 16, 2010. NCPA and the Project Participants may pursue refinancing of the Bonds, so long as such refinancing does not (i) materially interfere with the Phase One lay offs of surplus capacity and associated available energy from Lodi to Roseville and from Lodi to Biggs and Gridley, (ii) adversely impact the Phase Two transfer of said capacity and associated available energy from Lodi to Roseville and from Lodi to Biggs and Gridley, or (iii) materially interfere with the Phase Two transfer of the ownership of the Roseville CT1 units to Roseville; or (iv) extend the date on which the Bonds are scheduled to be paid off or retired, which is August 16, 2010. Notwithstanding anything in this Agreement to the contrary, during Phase One each Project Participant has an undivided right to the capacity and energy of each CT1 Project Unit, and retains all of the liabilities and obligations pertaining to such undivided right, pursuant to the terms and conditions of the Third Phase Agreement.

(h) In the event of a material default by any Party under this Agreement (the "Defaulting Party"), in addition to any other action at law or equity, or any other remedy available under any other agreement, the non-defaulting party(ies) shall have the right to cure the default on behalf of the Defaulting Party, and thereafter the Defaulting Party shall reimburse the non-defaulting party(ies) any monies owed plus interest on the delinquent amount, at the per annum prime rate (or reference rate) of the Bank of America NT&SA in effect as of the default date plus two percent (2%) but in no event more than the maximum rate permitted by applicable law, plus all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the non-defaulting party(ies) in connection therewith.

(i) The Parties acknowledge that Roseville has obtained a preliminary title report ("Preliminary Title Report") on the Roseville Facility (as hereinafter defined). A copy of that Preliminary Title Report is attached hereto as Schedule 2(i). Roseville shall have until August 22, 2007 to object in writing to any item or exception shown thereon where it is commercially reasonable to make such objection. Any item or exception shown on the Preliminary Title Report to which Roseville does not object shall be deemed accepted. Upon receipt of a timely objection from Roseville, NCPA and the Project Participants (other than Roseville) shall use commercially reasonable efforts to remove or cure such items or exceptions prior to the conclusion of Phase One. The failure to remove or cure such exceptions despite commercially reasonable efforts to do so shall not, however, be a basis for the termination of this Agreement, and the Parties shall remain obligated to the transfers contemplated in Phase Two despite such failure. Notwithstanding any other provision contained herein, the Parties agree that the Preliminary Title Report shall act as a baseline with respect to the Roseville Facility, and that no new items, requirements, exceptions, easements, rights-of-way, mortgages, liens or other encumbrances of any kind may be attached to the Roseville Facility without the prior written consent of Roseville, which consent Roseville may withhold in its sole discretion.

(j) During NCPA's fiscal years 2007/2008 and 2008/2009, Lodi agrees to continue to pay NCPA Power Management costs associated with its ownership entitlement in the CT1 Project as if it retained its full 34.78% Project Entitlement Percentage so that the remaining members of NCPA are held harmless from any adverse impact on their shares of Power Management costs caused by this Agreement. Beginning fiscal year 2009/10, allocation of NCPA Power Management costs shall be in accordance with the methodology adopted by the NCPA Commission at that time.

3. Phase Two – Transfer from Lodi to Roseville.

(a) Upon the commencement of Phase Two, Lodi shall transfer 26.416% of the Project Entitlement Percentage to Roseville. Such Project Entitlement Percentage shall be sold to Roseville pursuant to Section 8 of the Third Phase Agreement and subject to the terms contained herein. No additional consideration shall be owed to Lodi for implementing this transfer other than that specified in Section 2(d) above. Additionally, the Project Participants waive, solely with respect to this transfer, any first or second rights of refusal contained within the Third Phase Agreement.

(b) Upon the commencement of Phase Two, Roseville's 40.000% Project Entitlement Percentage in the CT1 Project established pursuant to this Article 3 shall be converted into outright ownership and title to the CT1 Project facility located near Roseville, California, which includes the two (2) Roseville CT Units, associated equipment, and real property as more specifically detailed in Schedules 3(b-1) and 3(b-2) attached hereto ("the Roseville Facility"). The Parties acknowledge and agree that ownership and title to the Roseville Facility shall be deemed to be transferred to Roseville upon the commencement of Phase Two. NCPA shall execute and deliver to Roseville no later than August 31, 2010, a grant deed (and any reasonably related documentation). The Project Participants (other than Roseville), Biggs and Gridley shall each execute a quit claim deed effective as of the commencement of Phase Two evidencing said transfer of ownership and title to Roseville. Additionally, NCPA and the Project Participants shall take all steps which may be necessary to transfer *all* Roseville Facility licenses, permits, easements **and** rights-of-way to Roseville as of the commencement of Phase Two.

(c) "As-Is" Transfer to Roseville: Defense, Indemnity and Releases. It is the intent of the Parties that the transfer of ownership of the Roseville Facilities to Roseville shall occur on an "as is" basis, and that as of the time of the transfer of ownership Roseville will release NCPA, the Project Participants, Biggs and Gridley from, and defend and indemnify them against, any environmental or other liability arising from the condition of the Roseville Facility. This intent is notwithstanding that the actual transfer of ownership of the Roseville Facility will not occur until Phase Two of this Agreement and that the Roseville Facility will continue to be operated by NCPA during Phase One.

(i) Definitions. The following definitions shall apply where used in this Agreement.

“Hazardous Substances” means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws as a “hazardous substance”, “hazardous material”, “hazardous waste”, “extremely hazardous waste”, “infectious waste”, “toxic substance”, “toxic pollutant”, or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term “hazardous substances” shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

“Environmental Laws” means all present and future federal, state and local laws (whether under common law, statutes, ordinances, regulations, rules, administrative rules and policies, judicial and administrative orders and decrees, or otherwise), and all other requirements of governmental authorities relating to the protection of human health or the environment. Without limiting the generality of the foregoing, the term “Environmental Laws” includes: the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 *et seq.*, (including section 25359.7); the California Clean Air Act, California Health & Safety Code section 40910, *et seq.*; the Mulford-Carrell Air Resources Act, California Health & Safety Code section 3900 *et seq.*; the California Hazardous Waste Control Act, California Health & Safety Code section 2500 *et seq.*; the Toxic Substances Control Act, title 15 U.S.C. section 2601 *et seq.*; the Clean Air Act, title 42 U.S.C. section 7401 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, (“CERCLA”) title 42 U.S.C. section 9601 *et seq.*, the Resource Conservation and Recovery Act (“RCRA”) title 42 U.S.C. section 6901 *et seq.*; and the Clean Water Act, title 33 U.S.C. section 2601 *et seq.*, as these laws may be amended in the future.

(ii) Disclosures Regarding Conditions at or Affecting the Roseville Facility.

Roseville is an experienced and sophisticated buyer of industrial property and is an experienced and sophisticated operator of electric power plants. Roseville knows that the Roseville Facility is located in an area with a history of industrial operations, and that the Roseville Facility is designed for and has been used as an electric power plant. Roseville has had a full opportunity to enter **upon**, inspect and review all aspects of the Roseville Facility, including all improvements.

Roseville acknowledges and agrees that NCPA’s and the Project Participants’ duty to disclose any reports or documents respecting the physical or environmental condition of *the* Roseville Facility is limited to data *or* documents containing data from air, soil,

groundwater or other environmental investigations previously conducted at the Roseville Facility which are in NCPA's possession. NCPA and the Project Participants expressly disclaim any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. Roseville will rely on the investigation and analysis of data undertaken by its own consultants.

Roseville is fully aware of all requirements of laws, ordinances and regulations relating to the Roseville Facility and to its operation as an electric generating plant and further acknowledges that the Roseville Facility may not comply with all laws and regulations. NCPA and the Project Participants expressly disclaim any warranty with respect to whether the Roseville Facility is in compliance with laws and regulations.

Roseville acknowledges and agrees that NCPA's and the Project Participants' duty to disclose any reports or documents respecting the operation of or the operating condition of the Roseville Facility is limited to data or documents previously prepared which are in NCPA's possession. NCPA and the Project Participants expressly disclaim any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. Roseville will rely on the investigation and analysis of data undertaken by its own consultants.

Roseville understands and agrees that any disclosures made in this Agreement on the basis of the NCPA's or the Project Participants' "knowledge" will be based solely on NCPA's Assistant General Manager for Generation Services' actual knowledge of facts.

Roseville acknowledges and agrees that for all disclosure and warranty purposes under this Agreement, neither NCPA nor the Project Participants will be required to undertake any investigation of their respective historic files nor conduct any investigation or interviews with existing or prior personnel to determine whether additional or different information is available concerning the condition or history of the Roseville Facility.

Roseville understands that regardless of the delivery by NCPA or the Project Participants to Roseville of any materials, including, without limitation, third party reports, Roseville will rely entirely on Roseville's **own** experts and consultants in proceeding with this transaction.

Roseville acknowledges that, except as provided in the Agreement, neither NCPA nor any of the Project Participants, nor their respective agents or representatives, have provided any information (nor made any representations or warranties, express or implied, verbal or written), regarding any aspect of the Roseville Facility including, but not limited to, fitness for any particular purpose, suitability, habitability, quality, physical condition, value, availability of approvals for any development or use of the Roseville Facility or compliance with any Environmental Laws, or any other federal, state or local laws, statutes, regulations, codes, ordinances, rules, administrative orders, or any other requirements applicable to the Roseville Facility.

Roseville further acknowledges that neither NCPA nor any of the Project Participants, nor any of their respective agents or representatives, have provided information or made

any representations or warranties relating to the Roseville Facility or its use, including, without limitation, the following: (a) whether the prior, current or anticipated uses of the Roseville Facility or any portion thereof, are permitted or not permitted, restricted or not restricted, lawful or otherwise; (b) whether the Roseville Facility or any portions thereof, have been inspected by an engineer, contractor, or any other expert or consultant or the conditions of the Roseville Facility; (c) the fitness or suitability of the Roseville Facility for the purposes to which Roseville intends to put it; (d) the operating costs, efficiency, or amount of electric energy which it can produce or under what circumstances; or (e) the regulatory environment in which the Roseville Facility would be operated,

(iii) “As Is” Transfer as of Phase Two.

Roseville acknowledges that during Phase One of this Agreement, NCPA will continue to operate the Roseville Facility, in accordance with good utility practices, pursuant to the Third Phase Agreement and this Agreement, that the condition of the Roseville Facility may change or deteriorate during that time frame, that Hazardous Substances which do not now exist may be released or be discovered, or that other damage to or deterioration of the Roseville Facility may occur; provided, however, that NCPA and the Project Participants shall provide normal maintenance to the Roseville Facility in accordance with good utility practices during Phase One.

Roseville agrees to accept the Roseville Facility, including the land, **all** buildings, structures, improvements, equipment, and operating systems located on or under the land **“AS IS”** and in its then current state and condition as of the commencement of Phase Two, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Roseville Facility, whether known or unknown, suspected or unsuspected, actual or potential, and, upon execution of this Agreement, Roseville assumes all responsibility for any such faults, defects, and conditions as of the transfer of ownership of ~~the~~ Roseville Facility.

(iv) Release and Indemnity.

Upon recordation of the deeds transferring the Roseville Facility, and without the execution of any further agreement, Roseville hereby releases and forever discharges NCPA, the members of NCPA, Biggs, Gridley and the Project Participants, and their respective employees, agents, representatives, affiliates, insurers, attorneys and their respective predecessors, successors and assigns (all of whom are jointly referred to as “the Released Parties”), from any and all claims and causes of action of any kind, whether known or unknown, suspected or unsuspected, actual or potential, existing now or in the future, arising out of or relating in any way to any condition (including any environmental conditions or hazards) on, under, or around the Roseville Facility, or from the air, soil, groundwater or surface water at or beneath the Roseville Facility, whether or

not caused by the Released Parties or any other person or entity and whether *or* not caused prior or subsequent to the execution of this Agreement or the recordation of the deeds.

Without limiting the generality of the foregoing, Roseville (A) releases and forever discharges the Released Parties from any and all claims and causes of action under or with respect to any Environmental Laws, and (B) agrees to defend (with counsel selected by NCPA and approved by Roseville, which approval will not be unreasonably withheld) indemnify, protect and hold the Released Parties free and harmless from any claim, liability, damages of any kind, attorneys' fees, or costs arising out of or resulting from the physical condition or use of the Roseville Facility on or after recordation of the deeds transferring the Roseville Facility, including, without limitation: all foreseeable and unforeseeable damages or claims directly or indirectly arising from any condition of the Roseville Facility, whether preexisting, present or future, including the use, generation, storage, or disposal of Hazardous Substances on the Roseville Facility; the cost of any required or necessary investigation, repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Substances on or about the Roseville Facility by any person; and claims or causes of action threatened or made by anyone relating to the condition or use of the Roseville Facility, including, without limitation, adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13 or any Environmental Law.

Roseville's defense and indemnity obligations shall survive the termination of the Agreement and may not be transferred or assigned to any person or entity without the express written consent of NCPA. In the event Roseville requests assignment of this obligation, NCPA may request or require adequate financial assurance to secure the indemnity obligation in its sole discretion.

Roseville specifically waives the benefit of the provisions of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code, provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Roseville hereby specifically acknowledges that Roseville has carefully reviewed this provision and discussed its significance with legal counsel and acknowledges that this provision is a material part of the Agreement. This release shall inure to the benefit of and be binding upon the Released Parties' and Roseville's respective successors, assigns and transferees.

The obligations of Roseville to release, defend and indemnify the Released Parties pursuant to this Agreement shall survive the termination or expiration of the Agreement and recordation of the deeds transferring ownership of the Roseville Facility, and shall be binding upon Roseville's successors and assigns.

(d) NCPA shall retain outright ownership and title to the three (3) remaining CT1 Project units, consisting of the one (1) Lodi CT1 Unit and the two (2) CT1 Alameda Units, and their associated equipment and real property as more specifically detailed in Schedule 3(d-1) through 3(d-3) attached hereto (the "Alameda and Lodi Facilities"). NCPA and the Project Participants acknowledge and agree that Roseville's interest in the Alameda and Lodi Facilities shall be deemed to be transferred to NCPA upon the commencement of Phase Two. Roseville shall execute a quit claim deed (and any reasonably related documentation) as of the commencement of Phase Two evidencing said transfer of Roseville's interest to NCPA including all licenses, permits, easements and rights-of-way for the Alameda and Lodi Facilities. A list of permits and transfer fees is detailed in Schedule 3 (d-4)

(e) "As-Is" Ownership by NCPA: Defense, Indemnity and Releases. It is the intent of the Parties that the full ownership of the Alameda and Lodi Facilities by NCPA shall occur on an "as is" basis, and that as of Phase Two, NCPA and the Project Participants (other than Roseville) will release Roseville from, and defend and indemnify them against, any environmental or other liability arising from the condition of the Alameda and Lodi Facilities.

(i) Disclosures Regarding Conditions at or Affecting the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) are experienced and sophisticated owners and/or operators of electric power plants. NCPA and the Project Participants (other than Roseville) know that the Alameda and Lodi Facilities are located in areas with a history of industrial operations, and that the Alameda and Lodi Facilities are designed for and has been used as an electric power plant. NCPA and the Project Participants (other than Roseville) have had a full opportunity to enter upon, inspect and review all aspects of the Alameda and Lodi Facilities, including all improvements.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that Roseville's duty to disclose any reports or documents respecting the physical or environmental condition of the Alameda and Lodi Facilities is limited to data or documents containing data from air, soil, groundwater or other environmental investigations previously conducted at the Alameda and Lodi Facilities which are in Roseville's possession. Roseville expressly disclaims any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. NCPA and the Project Participants (other than Roseville) will rely on the investigation and analysis of data undertaken by their own consultants.

NCPA and the Project Participants (other than Roseville) are fully aware of all requirements of laws, ordinances and regulations relating to the Alameda and Lodi

Facilities and to their operation as electric generating plants and further acknowledges that the Alameda and Lodi Facilities may not comply with all laws and regulations. Roseville expressly disclaims any warranty with respect to whether the Alameda and Lodi Facilities are in compliance with laws and regulations.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that Roseville's duty to disclose any reports or documents respecting the operation of or the operating condition of the Alameda and Lodi Facilities is limited to data or documents previously prepared which are in Roseville's possession. Roseville expressly disclaims any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. NCPA and the Project Participants (other than Roseville) will rely on the investigation and analysis of data undertaken by their own consultants.

NCPA and the Project Participants (other than Roseville) understand and agree that any disclosures made in this Agreement on the basis of Roseville's "knowledge" will be based solely on Roseville's Electric Utility Director's actual knowledge of facts.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that for all disclosure and warranty purposes under this Agreement, Roseville will not be required to undertake any investigation of its historic files nor conduct any investigation or interviews with existing or prior personnel to determine whether additional or different information is available concerning the condition or history of the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) understand that regardless of the delivery by Roseville to NCPA or the Project Participants of any materials, including, without limitation, third party reports, NCPA and the Project Participants (other than Roseville) will rely entirely on their own experts and consultants in proceeding with this transaction.

NCPA and the Project Participants (other than Roseville) acknowledge that, except as provided in the Agreement, neither Roseville, nor its respective agents or representatives, have provided any information (nor made any representations or warranties, express or implied, verbal or written), regarding any aspect of the Alameda and Lodi Facilities, including, but not limited to, fitness for any particular purpose, suitability, habitability, quality, physical condition, value, availability of approvals for any development or use of the Alameda and Lodi Facilities or compliance with any Environmental Laws, or any other federal, state or local laws, statutes, regulations, codes, ordinances, rules, administrative orders, or any other requirements applicable to the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) further acknowledge that neither Roseville, nor any its agents or representatives, have provided information or made any representations or warranties relating to the Alameda and Lodi Facilities or their use, including, without limitation, the following: (a) whether the prior, current or anticipated uses of the Alameda and Lodi Facilities or any portion thereof, are permitted or not permitted, restricted or not restricted, lawful or otherwise; (b) whether the

Alameda and Lodi Facilities or any portions thereof, have been inspected by an engineer, contractor, or any other expert or consultant or the conditions of the Alameda and Lodi Facilities; (c) the fitness or suitability of the Alameda and Lodi Facilities for the purposes to which NCPA and the Project Participants (other than Roseville) intends to put them; (d) the operating costs, efficiency, or amount of electric energy which they can produce or under what circumstances; or (e) the regulatory environment in which the Alameda and Lodi Facilities would be operated.

(ii) “As Is” Ownership as of Phase Two.

NCPA and the Project Participants (other than Roseville) acknowledge that during Phase One of this Agreement, NCPA will continue to operate the Alameda and Lodi Facilities, in accordance with good utility practices, pursuant to the Third Phase Agreement and this Agreement, that the condition of the Alameda and Lodi Facilities may change or deteriorate during that time frame, that Hazardous Substances which do not now exist may be released or be discovered, or that other damage to or deterioration of the Alameda and Lodi Facilities may occur. Provided, however, that NCPA and the Project Participants shall provide normal maintenance to the Alameda and Lodi Facilities in accordance with good utility practices during Phase One.

NCPA agrees that NCPA will take full ownership of the Alameda and Lodi Facilities, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land “AS IS” and in its then current state and condition as of the commencement of Phase Two, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Alameda and Lodi Facilities, whether known or unknown, suspected or unsuspected, actual or potential, and, upon execution of this Agreement, NCPA and the Project Participants (other than Roseville) assume all responsibility for any such faults, defects, and conditions as of the date NCPA takes full ownership of the Alameda and Lodi Facilities.

(iii) Release and Indemnity.

Upon recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, and without the execution of any further agreement, NCPA and the Project Participants (other than Roseville) hereby release and forever discharge Roseville, and its employees, agents, representatives, affiliates, insurers, attorneys and their respective predecessors, successors and assigns (all of whom are jointly referred to as “the Roseville Released Parties”), from any and all claims and causes of action of any kind, whether known or unknown, suspected or unsuspected, actual or potential, existing now or in the future, arising out of or relating in any way to any condition (including any environmental conditions or hazards) on, under, or around the Alameda and Lodi Facilities, or from the air, soil, groundwater or surface water at or beneath the Alameda and Lodi Facilities, whether or not caused by the Roseville Released Parties or any other

person or entity and whether or not caused prior or subsequent to the execution of this Agreement or the recordation of the deeds.

Without limiting the generality of the foregoing, NCPA and the Project Participants (other than Roseville) (A) release and forever discharge the Roseville Released Parties from any and all claims and causes of action under or with respect to any Environmental Laws, and (B) agrees to defend (with counsel selected by Roseville and approved by NCPA, which approval will not be unreasonably withheld) indemnify, protect and hold the Roseville Released Parties free and harmless from any claim, liability, damages of any kind, attorneys' fees, or costs arising out of or resulting from the physical condition or use of the Alameda and Lodi Facilities on or after recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, including, without limitation: all foreseeable and unforeseeable damages or claims directly or indirectly arising from any condition of the Alameda and Lodi Facilities, whether preexisting, present or future, including the use, generation, storage, or disposal of Hazardous Substances on the Alameda and Lodi Facilities; the cost of any required or necessary investigation, repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Substances on or about the Alameda and Lodi Facilities by any person; and claims or causes of action threatened or made by anyone relating to the condition or use of the Alameda and Lodi Facilities, including, without limitation, adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13 or any Environmental Law.

NCPA's and the Project Participants' (other than Roseville) defense and indemnity obligations shall survive the termination of the Agreement and may not be transferred or assigned to any person or entity without the express written consent of Roseville. In the event NCPA and the Project Participants (other than Roseville) request assignment of this obligation, Roseville may request or require adequate financial assurance to secure the indemnity obligation in its sole discretion.

NCPA and the Project Participants (other than Roseville) specifically **waive** the benefit of the **provisions** of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code, provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

NCPA and the Project Participants (other than Roseville) hereby specifically acknowledge that NCPA and the Project Participants (other than Roseville) have carefully reviewed this provision and discussed its significance with legal counsel and

acknowledges that this provision is a material part of the Agreement. This release shall inure to the benefit of and be binding upon the Roseville Released Parties' and NCPA's and the Project Participants' (other than Roseville) respective successors, assigns and transferees.

The obligations of NCPA and the Project Participants (other than Roseville) to release, defend and indemnify the Roseville Released Parties pursuant to this Agreement shall survive the termination or expiration of the Agreement and recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, and shall be binding upon NCPA's and the Project Participants' (other than Roseville) successors and assigns.

(f) Upon commencement of Phase 2, the Parties agree that the Third Phase Agreement is amended to: (i) add both Biggs and Gridley as Project Participants, such that their respective lay off arrangements with Lodi ~~are~~ converted into Project Entitlement Percentages at no additional cost, (ii) delete Roseville as a Project Participant, and (iii) delete the Roseville Units from the description of the Project. The resultant subscription of Project Participants' entitlement shares in the Alameda and Lodi units shall be in proportion to the original Project Entitlement Percentages, excluding Roseville, including the reduction in Lodi's share for the sale to Roseville, and including adjustments to the entitlement shares for Lodi, Biggs and Gridley for the conversion of the BGR Layoff into Project Entitlement Percentages, as described above. The BGR Layoff shall be deemed terminated upon such amendment of the Third Phase Agreement. A copy of the Amendment to the Third Phase Agreement is attached as Schedule 3f.

(g) Upon amendment of the Third Phase Agreement, NCPA and the Project Participants acknowledge and agree that Roseville shall no longer be a party to the **Third** Phase Agreement, and shall no longer be bound by any of the terms and conditions contained therein; provided, however, that any Roseville obligations under the Third Phase Agreement which are due or outstanding at the conclusion of Phase One shall remain legally binding until satisfied or waived.

(h) Following the transfer of the Roseville Facility to Roseville, NCPA shall in its sole discretion have the option to continue operating and maintaining the NCPA redundant emergency Scheduling and Dispatch facilities located at the Roseville Facility. The Parties acknowledge and agree that computer and communications equipment utilized for Scheduling and Dispatch activities are budgeted and accounted for in the NCPA Scheduling and Dispatch Program budget and are not a part of the CTI Project. If NCPA exercises this option, then NCPA and Roseville agree to timely develop and execute appropriate documentation to capture the respective duties and obligations of NCPA and Roseville, including the treatment of facilities that may require joint use. If NCPA elects not to exercise this option, then NCPA may at its expense remove its computer and communications equipment and Roseville may construct, operate and maintain a redundant emergency Scheduling and Dispatch facility located at the Roseville Facility at its sole discretion and expense.

(i) Following commencement of Phase Two and amendment of the Third Phase Agreement, Roseville shall no longer be a party to the Third Phase Agreement, and therefore will no longer be responsible for any budgets or costs incurred or imposed there under. Further, the Parties acknowledge and agree that all consideration for the lay off and transfer of Lodi's Project Entitlement Percentage to Roseville and the subsequent transfer of the Roseville Facility to Roseville is expressly set forth herein. As a result, no additional benefits or costs, expenses, payments, assessments, true-ups, off-sets or set-asides of any kind may be accrued to, imposed on or demanded from Roseville for the transactions contemplated and implemented hereunder except for those related to the spare parts pool and tool sharing program.

4. Operational Issues.

(a) Notwithstanding that the Third Phase Agreement provides for ownership of an undivided interest in the capacity and energy of the CT1 Project and each of the five (5) CT1 Project Units, and that further notwithstanding that pursuant to the Third Phase Agreement NCPA has operated the CT1 Project as a single unified project, during Phase One, NCPA and the Project Participants acknowledge and agree that Roseville's full entitlement share in the Project, including the 26.416% Lodi lay off to Roseville, shall be treated as if it resides solely at the Roseville CT1 Units. The Project Participants also acknowledge and agree the entitlement shares of the Project Participants (other than Roseville) shall be treated as if they reside solely at the Alameda CT1 Units and the Lodi CTI Unit. The entitlement shares of the Project Participants (other than Roseville) in the Alameda CTI Units and the Lodi CTI Unit shall be in proportion to the Project Entitlement Percentages, excluding Roseville and including adjustment for the layoff by Lodi described above.

In order to effectuate this intent, the Project Participants (other than Roseville) hereby layoff their right to all capacity and energy from the Roseville CT1 Units to Roseville, and Roseville hereby lays off its right to all capacity and energy from the Alameda CT1 Units and the Lodi CT1 Unit to the Project Participants (other than Roseville). Roseville hereby relinquishes any claim to any capacity, energy and any other rights or revenues produced from the Alameda CT1 Units and the Lodi CT1 Unit. Similarly, NCPA, the Project Participants (other than Roseville), Biggs and Gridley hereby relinquish any claim to capacity, energy or other rights or revenues produced from the Roseville CTI Units.

(b) During Phase One, NCPA will continue to provide, either directly or indirectly, scheduling and dispatching services for the Roseville CTI Units and will continue to operate and maintain said units. The redundant emergency Scheduling and Dispatch facilities located at the site of the Roseville CT1 Units will continue to be maintained and operated by NCPA at NCPA's sole option. NCPA and Roseville agree to work together in good faith to ensure that all scheduling and dispatch responsibilities and full operational control of the Roseville CTI Units can be seamlessly transferred to Roseville upon the commencement of Phase Two; provided, however, that such cooperation between NCPA and Roseville shall not materially impact the scheduling, operation and/or maintenance of any of the CT1 Project's units. Nothing hereunder shall

preclude Roseville from providing scheduling and dispatching services for the Roseville CT1 Units on NCPA's behalf consistent with the terms and conditions of the Third Phase Agreement, provided that necessary agreements as approved by NCPA in its discretion, are in place for Roseville to assume responsibility and liability for compliance with all applicable NCPA operating permits/licensing and for all reliability criteria defined by the Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) for the Generator Operator registration category.

(c) During Phase One or Phase 2, in the event Lodi disconnects its electrical system from the California Independent System Operator ("CAISO) Controlled Grid and/or Lodi connects its electrical system to the electrical grid or system of the Sacramento Municipal Utility District, the Western Area Power Administration, or the Turlock Irrigation District, then the Lodi CTI Unit will remain connected or **will** be caused to be re-connected to the CAISO controlled grid.

5. Snare Parts and Tools: Maintenance Building and Offices. (a) During Phase One, NCPA shall conduct a spare parts and tooling inventory. Thereafter, the Parties shall develop a spare parts pool and, if necessary, a tool sharing program, which may be utilized by NCPA and the Project Participants (including Roseville) during Phase Two. The Parties agree that the principles set forth in Schedule 5 attached hereto shall be followed in developing a spare parts pool and tool sharing program.

(b) During Phase Two, NCPA shall have the option to lease from Roseville, for one dollar (\$1) per year, the maintenance building, staff offices and the real property on which the maintenance building and staff offices currently reside at the Roseville Facility. If NCPA exercises this option, then NCPA and Roseville agree to timely develop and execute appropriate documentation to capture the respective duties and obligations of NCPA and Roseville.

6. Authority. Each signatory to this Agreement represents and ~~warrants~~ that he/she has been duly authorized to enter into it by the governing board of the party for whom he/she executed it.

7. Counterparts. ~~This~~ Agreement may be executed in any number of counterparts, all of which shall constitute a single instrument.

8. Full Force and Effect. Except as expressly addressed in this Agreement, the terms and conditions of the Third Phase Agreement shall remain in full force and effect.

9. Notice. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall be personally delivered to the Party' representative on the NCPA Commission or transmitted to the Party by

overnight delivery service, costs prepaid, at the address shown on the signature page hereof. The designation of such address may be changed at any time by written notice given to the Secretary of the NCPA Commission who shall thereupon give written notice of such change to each Party.

10. Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless in writing.

11. Uncontrollable Forces. A Party shall not be considered to be in default in respect to any obligation under this Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces. The term “uncontrollable forces” shall be deemed to mean flood, lightning, earthquake, tsunami, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor dispute, sabotage, terrorism, war, national emergency, restraint by court or public authority, or other causes beyond the control of the affected Party which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight. Any party affected by uncontrollable force shall use due diligence to place itself in a position to fulfill its obligations and remove such disability with reasonable dispatch. Nothing in this Agreement shall require a Party to settle or compromise a labor dispute.

12. Counsel Representation. Pursuant to the provisions of California Civil Code section 1717(a), each Party to this Agreement was represented by counsel in the negotiation and execution of this Agreement. In light of this representation, this Agreement shall not be construed as drafted by or be construed against any particular one of the Parties.

13. Dispute Resolution. The Parties agree to make best efforts to settle all disputes related to this Agreement among themselves, and to meet and confer in good faith to that end. In the event that a dispute cannot be resolved by consultation and good faith meet and confer processes, the Parties agree that any such dispute shall be submitted to binding arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association from time to time in force. Costs and attorney’s fees shall be recoverable by the prevailing party.

14. Amendments. This Agreement may be amended only in writing.

15. Integrated Agreement. This is an integrated agreement. It contains all of the understandings of the Parties.

16. Severability. This Agreement is severable. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition is held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless the court holds that they are not severable from the other provisions of this Agreement.

17. Governing Law. This Agreement shall be governed by the **law** of the State of California.

* * *

IN WITNESS WHEREOF, each Party has executed this Agreement with the approval of its governing body.

NORTHERN CALIFORNIA
POWER AGENCY

By 

Its: 

Date: 9/4/07

Address:

180 CIRBY WAY
ROSEVILLE CA.
95678

CITY OF ROSEVILLE

By _____

Its: _____

Date: _____

Address:

CITY OF ALAMEDA

By _____

Date: _____

Address:

CITY OF SANTA CLARA

By _____

Its: _____

Date: _____

Address:

CITY OF HEALDSBURG

By _____

Its: _____

Date: _____

Address:

CITY OF UKIAH

Its: _____

Date: _____

Address:

CITY OF LODI

By _____

Date: _____

Address:



PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE

Its: _____

Date: _____

Address:

CITY OF LOMPOC

Its: _____

▪ Date: _____

Address:

CITY OF BIGGS

By _____

Its _____

Date: _____

Address:

CITY OF GRIDLEY

By _____

Its _____

Date: _____

Address:

List of Schedules

- Schedule 2(d-1): Combustion Turbine Project Number 1 Entitlement shares on August 23,2007
- Schedule 2(d-2): Combustion Turbine Project Number 1 Cash Balances in Reserves as of June 30,2007
- Schedule 2(e): List of Common and Unit Specific charges for Budget Purposes
- Schedule 2(i): Preliminary Title Report for the Roseville Facility
- Schedule 3(b-1): Description of the Roseville Facility
- Schedule 3(b-2): Roseville CT Parcel Map
- Schedule 3(c)(ii): Disclosures
- Schedule 3(d-1): Description of the Lodi and Alameda Facilities
- Schedule 3(d-2): Legal Description and Parcel Map for Alameda Facilities
- Schedule 3(d-3): Legal Description and Parcel Map for Lodi Facilities
- Schedule 3(d-4): Roseville CT1 Permit and Transfer Fees
- Schedule 3(f): Amendment to the Third Phase Agreement effective upon completion of Phase 2
- Schedule 5: Spare Parts and Tool Sharing Principles

SCHEDULE 2(d-1)

**Combustion Turbine Project No. 1
Project Entitlement Shares**

	Current Billing with Lay-offs. =		Phase I			Phase 2
	Original	6/30/07	Debt Service	Lodi & Alameda Units Operating & Capital	Roseville Units Operating & Capital	Lodi & Alameda Units Only
Alameda	13.092%	13.092%	13.092%	21.820%		21.820%
Biggs	0.000%	0.118%	0.118%	0.197%		0.197%
Gridley	0.000%	0.210%	0.210%	0.350%		0.350%
Healdsburg	3.500%	3.500%	3.500%	5.833%		5.833%
Lodi	34.780%	34.780%	8.036%	13.393%		13.393%
Lompoc	3.500%	3.500%	3.500%	5.833%		5.833%
Plumas Sierra	1.090%	1.090%	1.090%	1.817%		1.817%
Roseville	13.584%	13.256%	40.000%		100.000%	0.000%
Santa Clara	25.000%	25.000%	25.000%	41.667%		41.667%
Ukiah	5.454%	5.454%	5.454%	9.090%		9.090%
	100.000%	100.000%	100.000%	100.000%	100.000%	100.000%

SCHEDULE 2(d-2)

**Combustion Turbine Project No. 1
Cash Balances In Reserves as of June 30, 2007**

	Current Billing with Lay-offs	Approximate Value at 6/30/07			Total
		Working Capital Reserve	Operating & Maintenance Reserve	Debt Service Reserve	
Alameda	13.092%		\$ 32,730	\$ 279,285	
Biggs	0.118%	1,801	295	2,517	4,613
Gridley	0.210%	3,205	525	4,480	8,209
Healdsburg	3.500%	53,410	8,750	74,654	136,824
Lodi	34.780%	530,744	86,950	741,944	1,359,639
Lompoc	3.500%	53,410	8,750	74,664	136,824
Plumas					
Sierra	1.090%	16,633	2,725	23,252	42,611
Roseville	13.256%	202,287	33,140	282,784	518,211
Santa Clara	25.000%	381,501	62,500	533,313	977,314
Ukiah	5.454%	83,228	13,635	\$ 116,347	213,211
	100.000%	\$ 1,526,004	\$ 250,000	\$ 2,133,250	\$ 3,909,254

Northern California Power Agency
 Combustion Turbine No. One
 Comparative Annual Operating Cost Summary Report

Schedule 2(e)

	2008 Adopted	By Unit	Lodi	Aiameda 1	Aiameda 2	Roseville 1	Roseville 2	General	Total
	Budget	Mwh Output	20%	20%	20%	20%	20%		100%
SUMMARY			11.115	12.116	20.493	26.67	26.67		97.064
Fuel operations	\$938,713		\$107,494	\$117,175	\$198,189	\$257,928	\$257,928	\$0	\$938,713
Maintenance	664,062		150,313	132,813	132,812	124,062	124,062	0	664,062
Capital Asset Acquisitions, Replacements & Betterments	1,447,155		289,431	289,431	289,431	289,431	289,431	0	1,447,155
Other Casts	743,166		19,300	14,300	114,300	253,800	253,800	87,666	743,166
Realiacation of General Costs	320,216		58,462	50,030	50,030	50,030	50,030	61,633	320,216
Debt Service	0		32,801	32,801	32,801	32,801	32,801	(164,007)	0
Administrative & General	4,266,792		853,158	853,158	853,158	853,158	853,158	0	4,266,792
	312,758		50,984	47,937	57,789	70,670	70,670	14,709	312,758
Annual Budget Cost	8,691,862		1,561,944	1,537,646	1,728,511	1,931,881	1,931,881	(0)	8,691,862
Less: Third Party Revenue Interest Income	248,105	2.85%	44,585	43,891	49,340	55,145	55,145	(0)	248,105
	248,105		44,585	43,891	49,340	55,145	55,145	(0)	248,105
Net Annual Budget Cost To Participants	\$8,443,757		\$1,517,359	\$1,493,754	\$1,679,171	\$1,875,736	\$1,876,736	(\$0)	\$8,443,757

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Note: General costs are spread evenly among units

Northern California Power Agency
 Combustion Turbine No. One
 Comparative Annual Operating Cost Summary Report

Schedule 2(e)

	2008 Adopted	By Unit	Lodi	Alameda 1	Alameda 2	Roseville 1	Roseville 2	General	Total
	Budget	Mwh Output	20%	20%	20%	20%	20%		100%
SUMMARY									
Detailed Budget Line-Items:									
Fuel									
Natural Gas	\$938,713	Mwh Output	107,494	117,175	198,189	257,928	257,928	0	938,713
	<u>\$938,713</u>		<u>\$107,494</u>	<u>117,175</u>	<u>\$198,189</u>	<u>\$257,928</u>	<u>\$257,928</u>	<u>\$0</u>	<u>\$938,713</u>
operations									
Generation Expenses:									
Salaries & Benefits	5272,410	prorata	54,494	54,494	54,494	54,494	54,494		272,470
Outside Services	11,720	prorata	2,344	2,344	2,344	2,344	2,344		11,720
Auxiliary Power Usage	175,000	py bills	52,500	35,000	35,000	26,250	28,250		175,000
Misc. Generation Expenses	22,996	prorata	4,600	4,599	4,599	4,599	4,599		22,996
	<u>482,186</u>		<u>113,938</u>	<u>96,437</u>	<u>96,437</u>	<u>87,687</u>	<u>87,687</u>	<u>0</u>	<u>482,186</u>
Other Power Generation Expenses:									
Outside Services	29,366	prorata	5,873	5,874	5,873	5,873	5,873		29,366
All Other	152,510	prorata	30,502	30,502	30,502	30,502	30,502		152,510
	<u>181,876</u>		<u>36,375</u>	<u>36,376</u>	<u>36,375</u>	<u>36,375</u>	<u>36,375</u>	<u>0</u>	<u>181,876</u>
Total Operations	<u>5664,062</u>		<u>\$150,313</u>	<u>\$132,813</u>	<u>\$132,812</u>	<u>\$124,062</u>	<u>\$124,062</u>	<u>\$0</u>	<u>\$664,062</u>
Maintenance									
Maintenance Supervision & Engineering									
Salaries & Benefits	5295,428	prorata	59,085	59,085	59,086	59,086	59,086		295,428
Maintenance of Electric Plant:									
Salaries & Benefits	891,596	prorata	178,320	178,319	178,319	178,319	178,319		891,596
Travel & Staff Development	57,856	prorata	11,571	11,572	11,571	11,571	11,571		57,856
Outside Services	6,000	prorata	1,200	1,200	1,200	1,200	1,200		6,000
All Other Expenses	196,275	prorata	39,255	39,255	39,255	39,255	39,255		196,275
Maintenance Reserve	0								
Total Maintenance	<u>1,447,155</u>		<u>289,431</u>	<u>289,431</u>	<u>289,431</u>	<u>269,431</u>	<u>289,431</u>	<u>0</u>	<u>1,447,155</u>

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Note: General costs are spread evenly among units

Northern California Power Agency
 Combustion Turbine No. One
 Comparative Annual Operating Cost Summary Report

Schedule 2(e)

SUMMARY

Capital Assets Acquisitions, Replacements & Betterments

Minor items of Expense

Spare Parts, Materials & Supplies Inventory Replacements (Items <=\$5,000)

2008 Adopted Budget	By Unit Mwh Output	Lodi 20%	Alameda 1 20%	Alameda 2 20%	Roseville 1 20%	Roseville 2 20%	General	Total 100%
Critical Spare Part Purchase	\$15,000 prorata	3000	3000	3000	3000	3000		15,000
Critical Metering Spare Parts	50,000 general						50,000	50,000
	<u>65,000</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	<u>3,000</u>	<u>50,000</u>	<u>65,000</u>

General Plant Capital Expenses (Items <=\$5,000)

Office Furniture & Equipment	1,500 prorata	300	300	300	300	300		1,500
Fuel nozzle replacement / all units	10,000 prorata	2,000	2,000	2,000	2,000	2,000		10,000
Rigging Replacement	5,000 prorata	1,000	1,000	1,000	1,000	1,000		5,000
EH&S Vehicle	4,666 general						4,666	4,666
Slurry Seal Betterment	4,000 specific				2,000	2,000		4,000
Test Equipment	3,000 general						3,000	3,000
Gas Controls Upgrade/ Lodi	5,000 specific	5,000						5,000
	<u>33,166</u>	<u>8,300</u>	<u>3,300</u>	<u>3,300</u>	<u>5,300</u>	<u>5,300</u>	<u>7,666</u>	<u>33,166</u>

Generation or Transmission Plant (Items <= 025.0001)

Instrumentation Upgrade	5,000 prorata	1,000	1,000	1,000	1,000	1,000		5,000
Vibration Monitoring Equip	15,000 general						15,000	15,000
	<u>20,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>15,000</u>	<u>20,000</u>

Retirement Units (Depreciable)

General Plant (Items > \$5,000)

Warehouse Reorganization/ Inventory Identification	\$15,000 general						\$15,000	15,000
Insulation Project	5,000 prorata	1,000	1,000	1,000	1,000	1,000		5,000
	<u>20,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>	<u>15,000</u>	<u>20,000</u>

Generation or Transmission Plant (Items > \$25,000)

inlet Filter Replacements	25,000 specific				12,500	12,500		25,000
Berm Betterment (secondary diesel storage)	30,000 prorata	6,000	6,000	6,000	6,000	6,000		30,000
CMMS	0							0
	<u>55,000</u>	<u>6,000</u>	<u>6,000</u>	<u>6,000</u>	<u>18,500</u>	<u>18,500</u>	<u>0</u>	<u>55,000</u>

Capital Development Reserve (Items > \$100,000 Funded 3 to 10 Y n)

Hot Section Roseville U-1, U-2	450,000 specific				225,000	225,000		\$ 450,000
Major Alameda U-2	100,000 specific			100,000				\$ 100,000
Alameda Fuel Nozzle Replacement	0							\$ 0
	<u>550,000</u>	<u>0</u>	<u>0</u>	<u>100,000</u>	<u>225,000</u>	<u>225,000</u>	<u>0</u>	<u>550,000</u>
	<u>\$743,166</u>	<u>\$19,300</u>	<u>\$14,300</u>	<u>\$114,300</u>	<u>\$253,800</u>	<u>\$253,800</u>	<u>\$87,666</u>	<u>\$743,166</u>

Note: General costs are spread evenly among units

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Northern California Power Agency
 Combustion Turbine No. One
 Comparative Annual **Operating Cost Summary Report**

Schedule 2(e)

	2008 Adopted Budget	By Unit Mwh Output	Lodi 20%	Aiameda 1 20%	Aiameda 2 20%	Roseville 1 20%	Roseville 2 20%	General	Total 100%
SUMMARY			11.115	12.116	20.493	26.67	26.67		97.064
Other Costs									
Outside Services:									
S&P Debt Surveillance Fee	\$0								
Compliance Disclosure	2,000	general						2,000	\$2,000
Debt Fees Allocated	2,361	general						2,361	\$2,361
Consulting Services-BU Mgr	25,690	general						25,690	\$25,690
General Counsel-BU Mgr	213	general						213	\$213
Security Assessment	0								\$0
Legal/Regulatory Services-BU Mgr	341	general						341	\$341
NCPA Safety Committee	0								\$0
Noise Abatement Consultant	0								\$0
	30,605		0	0	0	0	0	30,605	30,605
Properly 8 Liability insurance	191,856	property value	43,762	35,330	35,330	35,330	35,330	6,773	191,856
Regulatory Expenses	73,500	prorata	14,700	14,700	14,700	14,700	14,700		73,500
Miscellaneous Expenses	14,700	general						14,700	14,700
Office Supplies 8 Misc Expenses	0								0
Occupancy Cost - Main HQ Building	9,555	general						9,555	9,555
	\$289,611		\$58,462	\$50,030	\$50,030	\$50,030	\$50,030	\$31,028	\$289,611
Debt Service									
Interest	\$595,375	prorata	\$119,075	\$119,075	\$119,075	\$119,075	\$119,075	\$0	\$595,375
Principal	3,670,417	prorata	\$734,083	\$734,083	\$734,083	\$734,083	\$734,083	\$0	\$3,670,417
	\$4,265,792		\$853,158	\$853,158	\$853,158	\$853,158	\$853,158	\$0	\$4,265,792
Administrative 8 General (Allocated)									
Administrative	\$208,501	6.57%	33,989	31,957	38,525	47,112	47,112	9,806	\$208,501
General	104,257	3.28%	16,995	15,980	19,264	23,558	23,558	4,903	\$104,257
	\$312,758		\$50,984	\$47,937	\$57,789	\$70,670	\$70,670	\$14,709	\$312,758

Note: General costs are spread evenly among units

EXERCISE COPY

Northern California Power Agency
 Combustion Turbine No. One
 Comparative Annual Operating Cost Summary Report

Schedule 2(e)

2008 Adopted	By Unit	Lodi	Alameda 1	Aiameda 2	Roseville 1	Roseville 2	General	Total
	Mwh Output	20%	20%	20%	20%	20%		100%
Budget		11.115	12.116	20.493	26.67	26.67		97.064

SUMMARY

Participant's Shares:

	Units	%	Revised 2008	Original 2008	Difference
Alameda	Lodi, Alameda	21.820%	\$1,053,492	\$ 1,137,939	\$ (84,447)
Biggs	Ladi, Alameda	0.197%	9,495	10,430	(935)
Gridley	Lodi, Alameda	0.350%	16,898	18,514	(1,616)
Healdsburg	Ladi, Alameda	5.833%	281,639	304,215	(22,576)
Lodi	Lodi, Alameda	13.393%	646,644	3,023,030	(2,376,386)
Lompoc	Lodi, Aiameda	5.833%	281,639	304,215	(22,576)
Plumas Sierra	Lodi, Alameda	18.17%	87,711	94,741	(7,030)
Roseville	Roseville	100.000%	3,863,761	1,151,759	2,712,002
Santa Clara	Lodi, Aiameda	41.667%	2,011,709	2,172,966	(161,257)
Ukiah	Lodi, Alameda	9.090%	438,874	474,054	(35,180)
		200.000%	<u>\$8,691,862</u>	<u>\$8,691,863</u>	<u>(\$1)</u>

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Note: General costs are spread evenly among units

SCHEDULE 2(i)

Preliminary Title Report for the Roseville Facility

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 110-5372

PLACER TITLE COMPANY
1512 EUREKA ROAD, #120
ROSEVILLE, CA 95661
Escrow Officer: Sue Weaver
Phone: 916-782-3711
Fax: 916-774-0586
Escrow Officer Email: sweaver@placertitle.com
Email Loan Docs To: 110edocs@placertitle.com

Customer Reference:

Property Address: APN: 017-061-037, ROCKLIN, CA 95765

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 12, 2007 at 7:30 a.m.

Title Officer: Kevin Kormylo

Order No. 110-5372

The form of policy of title insurance contemplated by this report is:

2006 ALTA Owners Standard Coverage Policy (6/17/06)

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE A TO PARCEL ONE AND AN EASEMENT AS TO PARCEL TWO

Title to **said** estate or interest at the date hereof is vested in:

NORTHERN CALIFORNIA **POWER** AGENCY, **BY** DEED WHICH RECITES, "**A** CALIFORNIA CORPORATION"

The land referred to herein is described **as follows**:

SEE EXHIBIT "A" ATTACHED

PRELIM. A

CLTA Preliminary Report

EXECUTION COPY

EXHIBIT " A
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER. UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 75 FOOT-WIDE EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED IN BOOK 738, AT PAGE 426, OFFICIAL RECORDS OF PLACER COUNTY, AND THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8, AS SAID SECTION LINE IS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 20 OF PARCEL MAP, AT PAGE 126, PLACER COUNTY RECORDS, SAID INTERSECTION BEARS SOUTH 89 DEGREES 28 MINUTES 12 SECONDS WEST 758.88 FEET FROM THE SOUTHEASTERLY CORNER OF SAID SECTION 8; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PACIFIC GAS AND ELECTRIC COMPANY EASEMENT, NORTH 48 DEGREES 04 MINUTES 37 SECONDS WEST 180.00 FEET; THENCE, NORTH 33 DEGREES 40 MINUTES 43 SECONDS EAST 373.86 FEET; THENCE, SOUTH 48 DEGREES 04 MINUTES 37 SECONDS EAST 233.61 FEET; THENCE, SOUTH 41 DEGREES 55 MINUTES 23 SECONDS WEST 370.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, AS CONVEYED TO NATIONAL RESOURCES EQUITIES CORPORATION BY DEED RECORDED NOVEMBER 10, 1969, IN BOOK 1269 OFFICIAL RECORDS, AT PAGE 82, PLACER COUNTY RECORDS.

APN: 017-060-086

PARCEL TWO:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES, OVER, UNDER AND ACROSS A STRIP OF LAND THE UNIFORM WIDTH OF THIRTY (30.00) FEET, SITUATE IN SECTION 8 AND SECTION 9, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B.&M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SUNSET BOULEVARD, A PUBLIC STREET, WITH THE WESTERLY BOUNDARY OF SUNSET BUSINESS PARK UNIT NO. 1 AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN BOOK 9 OF PARCEL MAPS, PAGE 25, PLACER COUNTY RECORDS, SAID INTERSECTION BEARS NORTH 81 DEGREES 16 MINUTES 59 SECONDS WEST 55.73 FEET FROM THE INTERSECTION OF THE CENTERLINES OF DULUTH AVENUE AND SAID SUNSET BOULEVARD; THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID SUNSET BOULEVARD, NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 4000.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 70 DEGREES 40 MINUTES 41 SECONDS WEST 1417.48 FEET; THENCE, SOUTH 33 DEGREES 23 MINUTES 12 SECONDS WEST 440.92 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED HEREIN AND THE POINT OF TERMINATION OF THE

Order No. 110-5372

EXHIBIT "A"
LEGAL DESCRIPTION *continued*

EASEMENT DESCRIBED HEREIN, SAID POINT BEARS SOUTH **48** DEGREES **04** MINUTES **37** SECONDS EAST 15.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL OF LAND,

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED HEREIN AND IN THE WESTERLY BOUNDARY OF SAID SUNSET BUSINESS PARK UNIT NO. 1.

CLTA Preliminary Report

LEGAL . 0

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL. ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2007-2008, A LIEN, NOT YET DUE OR PAYABLE.
2. TAXES FOR THE FISCAL YEAR 2006-2007 ARE NOT ASSESSED.

APN: 017-061-037

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO **THE PROVISIONS** OF CHAPTER 3.5. (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE. OF THE STATE OF CALIFORNIA.
4. ANY DEFECT OR INVALIDITY OF THE TITLE OF THE VESTEE HEREIN IN THE EVENT IT WAS NOT AN ENTITY CAPABLE OF ACQUIRING TITLE ON THE DATE OF ACQUISITION.

*** NOTE THIS TRANSACTION IS NOT ELIGIBLE FOR THE SHORT TERM RATE.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN **THIS** REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

*** CANCELLATION NOTE

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water: (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof: (c) unpatented mining claims: whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE **POLICY** - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will *not* pay loss or damage, costs, attorneys' fees or expenses which arise by reason of

1. (a) Any law, ordinance or governmental regulation (~~including~~ but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected **on** the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date ~~of~~ Policy, but **not** excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, *not* recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting **in no loss** or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the **lien of** the insured mortgage because of the ~~inability~~ or failure of the insured at Date ~~of~~ Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with **the** applicable doing business laws of the state in which the land is situated.
5. Invalidity or ~~unenforceability~~ of the lien of ~~the~~ insured mortgage, or claim thereof, which arises out of the transaction evidenced **by** the insured mortgage and is based upon usury or any consumer credit protection or ~~truth~~ in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the ~~transaction creating the interest of the insured lender, by reason of~~ the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of

1. Taxes **or** assessments which are **not** shown as existing liens by the records of any taxing authority that levies taxes or assessments **on** real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such ~~proceedings~~, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or **any** other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building; b. zoning; c. Land use; d. improvements on the Land; e. Land division; f. environmental protection
This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8, d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows;

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 14:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 10,000.00
Covered Risk 15:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 16:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$ 25,000.00
Covered Risk 18:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$ 5,000.00

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
 - * Land use
 - * Improvements on the land
 - * Land division
 - * Environmental protectionThis exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
 - * a notice of exercising the right appears in the public records
 - * on the Policy Date
 - * the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
 - * that are created, allowed, or agreed to by you
 - * that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - * that result in no loss to you
 - * that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
 - * to any land outside the area specifically described and referred to in Item 3 of Schedule A

OR

 - * in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or

(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.

4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
3. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine of equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of

- Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of

- (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

3. Defects, liens, encumbrances, adverse claims, or other matters

(a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.

1. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.

j. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law,

3. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage is

(a) a fraudulent conveyance or fraudulent transfer, or

(b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be Issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exception from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of

- (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claim that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
- Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
- (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

EXCLUSIONS FROM COVERAGE

- (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known in the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is barred on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms **may** be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value *without* Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which **would** not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made *after* the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and **every** advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the **rate of interest is** greater as a result *of the* modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure *of* the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(i) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000.00 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000 and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P. O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of business in California); or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$30.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$30.00), please mark below, sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$30.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company	Placer Title Company
Fidelity National Title Insurance Company	Placer Title Insurance Agency of Utah
First American Title Insurance Company	Stewart Title Guaranty Company
First American Title Insurance Company of New York	Stewart Title Insurance Company
Lawyers Title Insurance Corporation	Targhee National Title
Montana Title and Escrow Company	The Sterling Title Company
National Closing Solutions	Ticor Title Insurance Company
National Closing Solutions of Alabama, LLC	Transnation Title Insurance Company
NCS Exchange Professionals	United General Title Insurance Company
North Idaho Title Insurance Company	Westcor Land Title Insurance Company
Old Republic National Title Insurance Company	Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically slated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE **FOR** ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW,

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SCHEDULE 3(b-1)

Description of Roseville Facility

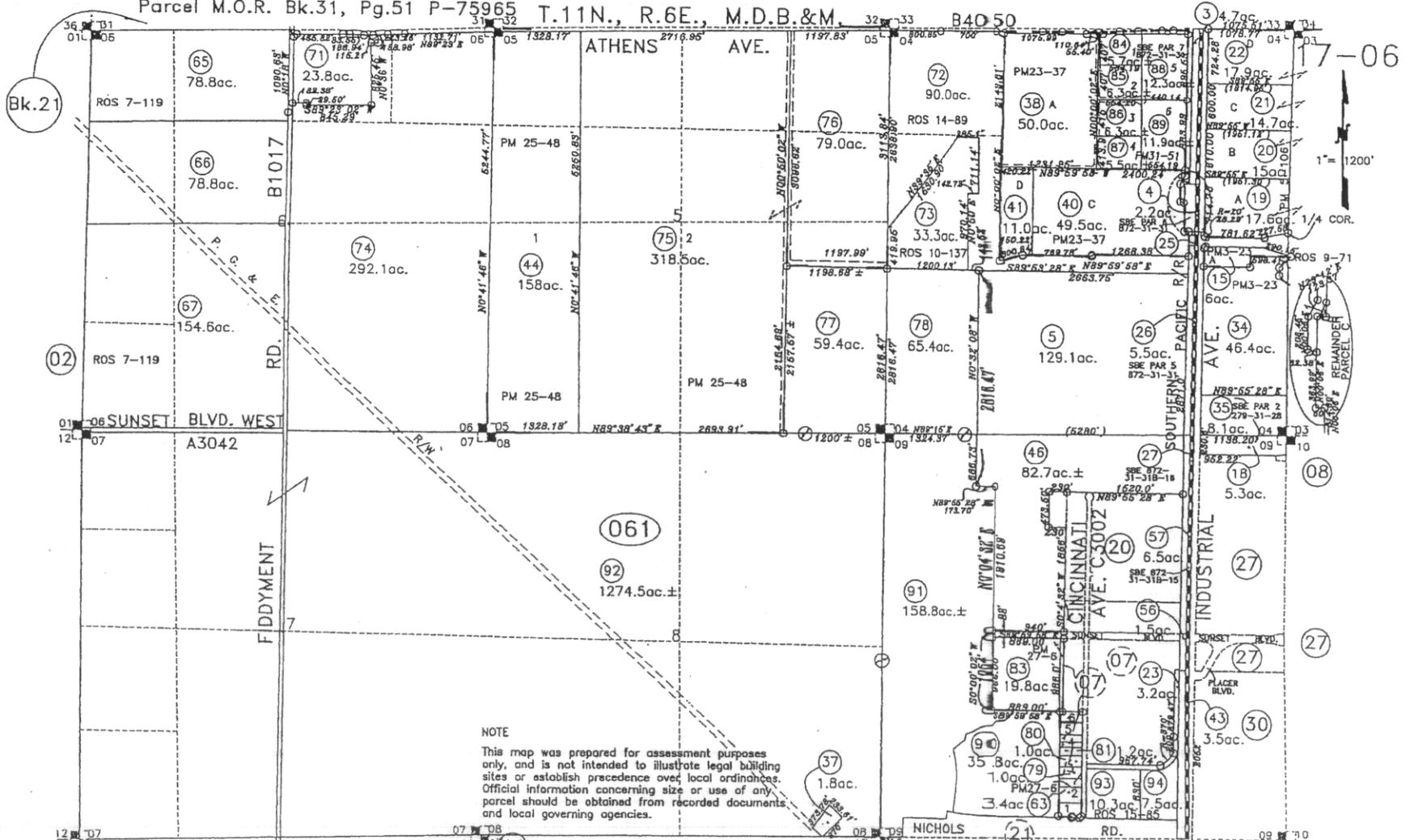
1. Site Description

The Roseville site is about 1.8 acres of flat land located in an industrial area adjacent to Roseville identified as the County of Placer Assessors parcel number **017-061-037**. The boundary of a large residential development lies about 600 meters to the southwest. The street address is 2155 Nichols Street, Rocklin, California. The site has electrical and natural gas connections. The site contains a control center, parts warehouse and maintenance building as well as the power plant.

2. Equipment Description

The site contains two General Electric frame 5 combustion turbine units and generators, including ancillary equipment, associated switchgear and interconnection facilities, and an above ground diesel fuel storage tank. **Primary** fuel supply is natural gas, delivered to the units over PG&E's natural gas distribution system. Secondary fuel is diesel.

Parcel M.O.R. Bk.31, Pg.51 P-75965 T.11N., R.6E., M.D.B.&M. B40 50



NOTE
This map was prepared for assessment purposes only, and is not intended to illustrate legal building sites or establish precedence over local ordinances. Official information concerning size or use of any parcel should be obtained from recorded documents and local governing agencies.

NOTE
All distances on curved lines are chord measurements.
09-07-2005
09-05-2003
12-31-2002 10-13-2005
12-11-2001
11-08-2000
08-22-2000 SKS
Page Redrawn Per BaseMap Information.

Parcel	M.O.R.	Bk.	Pg.	Pgs.
Parcel	M.O.R.	Bk. 25	Pg. 48	75208
Parcel	M.O.R.	Bk. 27	Pg. 675375	Assessor's Map Bk.17 Pg.06
Parcel	M.O.R.	Bk. 10	Pg. 101	No.1014 County of Placer, Calif.
Parcel	M.O.R.	Bk. 10	Pg. 101	No.1014 County of Placer, Calif.
Parcel	M.O.R.	Bk. 5	Pg. 105	No.2093
Parcel	M.O.R.	Bk. 5	Pg. 105	No.2093

Parcel	M.O.R.	Bk.	Pg.	Pgs.
Parcel	M.O.R.	Bk. 25	Pg. 48	75208
Parcel	M.O.R.	Bk. 27	Pg. 675375	Assessor's Map Bk.17 Pg.06
Parcel	M.O.R.	Bk. 10	Pg. 101	No.1014 County of Placer, Calif.
Parcel	M.O.R.	Bk. 10	Pg. 101	No.1014 County of Placer, Calif.
Parcel	M.O.R.	Bk. 5	Pg. 105	No.2093
Parcel	M.O.R.	Bk. 5	Pg. 105	No.2093

NOTE
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles

EXECUTION COPY

SCHEDULE 3(c)(ii)

Disclosures

NONE

SCHEDULE 3(d-1)

Description of Alameda and Lodi Facilities

The Alameda and Lodi Facilities contain three General Electric frame 5 combustion turbine units. Two of the units are located in Alameda and one is located in Lodi. The facilities include the land, combustion turbines, generating equipment, associated switchgear and interconnection facilities, and aboveground fuel tanks. The plants are interconnected to the distribution systems of the host Cities.

Primary fuel supply is delivered to the units over PG&E's natural gas distribution system. Secondary fuel is diesel and is stored on site.

The street address for the Lodi CT is 2131 West Turner Road, Lodi, CA 95240

The street address for the Alameda CT is 2900 Main Street, Alameda, CA 94501

Schedule 3(d-2)

Legal Description and Parcel Map for Alameda Facility

May 31, 1985

Job No. 64176

PARCEL 1

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, *described* as follows:

Portion of Tract 4U as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in map Book 25 pages 74 to 78 inclusive, Alameda County Records. further described as follows:

COMMENCING at a point on the western line of Tract 39. distant thereon North 0°33'53" East. 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet through an angle of 21°41'23", a distance of 361.89 feet; and thence North 89°28'53" East 170.00 feet to the actual Point of Beginning of the parcel of land herein described; thence from said actual Point of Beginning North 0°31'07" west 140.00 feet; thence North 89°28'53" East 430.00 feet, thence South 0°31'07" East 140.00 feet; and thence South 89°28'53" West 430.00 feet to the actual Point of Description

May 31, 1985

Job No. 84176

PARCEL 2

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North $0^{\circ}33'53''$ East 2,910.61 Feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of $32^{\circ}48'41''$, for an arc distance of 547.11 feet to the actual Point of Beginning of the parcel of land herein described; thence from said actual Point of Beginning continuing along the last named curve to the right with a radius of 955.366 feet, through an angle of $2^{\circ}11'45''$, for an arc distance of 36.61 feet; thence North $89^{\circ}28'53''$ East 297.18 feet; thence South $0^{\circ}31'07''$ East 53.00 feet to a point in the northerly line of Parcel 1, hereto attached; thence along said northerly line South $89^{\circ}28'53''$ West 30.00 feet; thence leaving said northerly line North $0^{\circ}31'07''$ West 23.00 feet; thence South $89^{\circ}28'53''$ West 288.17 feet to the actual Point of Beginning.

May 31, 1985

Job No. 84176

PARCEL 3

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land." filed July 30, 1900, in Map Book 25, pages 14 to 78 inclusive, Alameda County Records. further described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North $0^{\circ}33'53''$ East 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of $21^{\circ}41'23''$, for an arc distance of 361.89 feet to the actual Point of Beginning continuing along the last named curve to the right with a radius of 955.366, through an angle of $4^{\circ}37'04''$, for an arc distance of 77.00 feet; thence North $62^{\circ}23'33''$ East 154.32 feet to the northwest corner of Parcel 1, hereto attached; thence along the westerly line of said Parcel 1 South $0^{\circ}31'07''$ East 140.00 feet; thence South $89^{\circ}28'53''$ West 170.00 feet to the actual Point of Beginning.

May 31, 1985

Job No. 84176

PARCEL 4

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land." filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

A strip of land having a uniform width of ten feet, the easterly line of which is described as follows:

BEGINNING at the northeast corner of Parcel 1, attached hereto; thence from said Point of Beginning North 0°31'07" West 403.56 feet to the southerly line of the railroad right-of-way.

The westerly line of said strip shall be shortened to terminate at said southerly line.

May 31, 1985

Job No. 84176

PARCEL 5

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land." filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

A strip of land having a uniform width of thirty feet, the centerline of which is described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North $0^{\circ}33'53''$ East 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of $35^{\circ}00'26''$, for an arc distance of 583.72 feet; and thence North $89^{\circ}28'53''$ East 86.18 feet to the actual Point of Beginning of the parcel of land herein described: thence from said actual Point of Beginning North $0^{\circ}31'07''$ West 150.00 feet; thence South $69^{\circ}28'53''$ West 720.00 feet; thence South $50^{\circ}00'$ West 190 feet, more or less, to the northeasterly line of Main Street.

Schedule 3(d-3)

Legal Description and Parcel Map for the Lodi Facility

TICOR TITLE INSURANCE

Address: 345 North El Dorado, Stockton, CA 95202 Telephone: (209) 948-2732

Northern California Power Agency,
180 Cirby Way
Roseville, California 95678
Attn: David H. Duke

DATE April 29, 1985
ESCROW No. 251928
LOAN No. _____
REFERENCE _____

In connection with the above transaction, we enclose:

- Policy of Title Insurance CLTA OWNER IN THE SUM OF 1611,440.00 (original)
- Escrow closing statement
- Our Check No. _____ in the amount of \$ _____
- Deed from _____
- Original— Copy Note for \$ _____ made by _____
in favor of _____
- Fire Policy No. _____ issued by _____
Amount \$ _____ Expiration date _____
- Copy of recorded document **which** you requested
- Tax Statement
- Covenants, Conditions and Restrictions
-
-
-

REC'D APR 29

Any recorded documents to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By Evelyn Firpo, Title Officer/cc



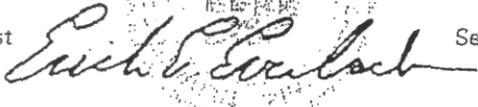
Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF. TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on such title;
3. Unmarketability of such title: or
4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways:

and in addition, as to an insured lender only;
5. Invalidity of the lien of the Insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law:
6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority: or
7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By  President
Attest  Secretary



8. Reduction of Insurance — Termination of Liability

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) any mortgages shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of

priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Principal Office, Claims Department, 63W Wilshire Boulevard, P.O. Box 82782, Los Angeles, California 90009.

13. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

6300 Wilshire Boulevard
P.O. Box 92792
Los Angeles, CA 90009
Tel: (310) 852-6000

Ticor Title Insurance Company of California



(Conditions and Stipulations Continued from Reverse Side of Policy Face)

2. (a) Continuation of Insurance after Acquisition of Title by Insured Lender

If this policy insures the owner of the indebtedness secured by the Insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of said estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such Insured and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A,
- (ii) the amount of the unpaid principal of the Indebtedness plus Interest thereon, as determined under paragraph 6(a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured Claimant, in acquisition of such estate or interest in satisfaction of its insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an Insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding as to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining

witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. Proof of Loss or Damage—Limitation of Action
In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of the Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished. Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims and Options to Purchase Indebtedness

The company shall have the option to pay or otherwise settle for or in the name of an insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the insured claimant and authorized by the Company in case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of Insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof or if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance as establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof, or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

(Conditions and Stipulations Continued and Concluded on Reverse Side of This Page)

EXECUTION COPY

Schedule B Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in and beyond the lines of the area specifically described or referred to in Schedule C or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the recordary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (renewing, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a)) that the Company would have had against the successor's transferor, and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of

these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder

(c) "insured lender": the owner of an insured mortgage

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records

(f) "land": the land described specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property, provided, however, the term "land" does not include any area excluded by paragraph 6 of Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

Conditions and Stipulations Continued on the Inside of the Last Page of This Policy

S C H E D U L E A

Policy No:

251928

Date of Policy:

March 20, 1985 @ 8:00 a.m.

Amount of Insurance:

\$11,400.00

Premium:

\$200.00

1. Name of Insured:

NORTHERN CALIFORNIA POWER AGENCY

2. The estate or interest referred to herein is at Date of Policy vested in:

NORTHERN CALIFORNIA POWER AGENCY

3. The estate or interest in the land described in Schedule C and which is covered by this policy is a fee.

S C H E D U L E B

This policy does not insure against *loss or* damage, nor against costs, attorneys's fees or expenses, any or all of which arise by reason of the following:

PART I

All matters set forth in paragraphs numbered *1(one)* to *11(eleven)* inclusive on the inside cover sheet of this policy under the heading of Schedule *B* Part **I**.

PART *II*

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES for the fiscal year 1985/86, are now a lien but not yet due or payable.

2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, and as amended.

3. EASEMENT affecting the portion of said land and for the purposes stated herein and incidental purposes

In favor of	CITY OF LODI (amunicipal corporation)
For	Public utilities
Recorded	July 28, 1972 IN BOOK 3675 PAGE 213 OFFICIAL RECORDS
Affects	Southerlyportion of Parcel two

NOTE: GENERAL AND SPECIAL COUNTY AND CITY TAXES for the fiscal year ~~1984-85~~ are paid in full.

S C H E D U L E C

The land referred to herein is described **as** follows:

That certain real property situated in the City of Lodi, County of San Joaquin, State of California, described as follows:

PARCEL ONE:

COMMENCING at the Southeast quarter of Section thirty-four (34), Township four (4) North, Range six (6) East, Mount Diablo Base and Meridian; thence North $89^{\circ}44'$ West along the South line of said Section thirty-four (34), 670.05 feet; thence North $0^{\circ}16''$ East, 27.0 feet to the Southwest corner of the City of Lodi property as described in Deed recorded in Book 3268 of Official Records, Page 143, San Joaquin County Records; thence North $89'44''$ West, 30.0 feet; thence North $0^{\circ}01'$ West, 206.0 feet to the True Point of Beginning; thence North $89'44''$ west, 225.00 feet; thence North $0^{\circ}16'$ East, 230.0 feet; thence South $89^{\circ}44'$ East, 188.34 feet to a point on a curve from which the radius point bears South $63^{\circ}52'07''$ West; thence Southerly along the curve having a radius of 348 feet, a central angle of $26^{\circ}06'51''$, and an arc length of 158.61 feet; thence South $0^{\circ}01'$ East, 77.0 feet to the True Point of Beginning.

Being Parcel "A" as shown on Parcel Map filed for record February 25, 1985, in Book 13 of Parcel Maps, Page 79.

EXCEPT THEREFROM all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land without the right of surface entry, as reserved by General Mills, Inc., a Delaware corporation, in Deed recorded March 20, 1985, Instrument No. 85018546, San Joaquin County Records.

PARCEL TWO:

An easement for ingress, egress, utilities and power lines being more particularly described as follows:

BEGINNING at the Southwest corner of the City of Lodi property above described; thence North $0^{\circ}01'$ West, 373.85 feet to the Northwest corner of said City of Lodi property; thence Northwesterly along a curve being the Southwesterly property line of Southern Pacific Railroad Company to a point bearing South $89^{\circ}44'$ East from the Northeast corner of Parcel one above described; thence North $89'44''$ West, 13.98 feet to said Northeast corner; thence Southerly along the East line of said Parcel one to the Southeast corner thereof; thence continue South $0^{\circ}01'$ East, 206.0 feet; thence South $89^{\circ}44'$ East, 30.0 feet to the Point of Beginning.

EF/cc

251928

EXECUTION COPY

PAULINE EDDY



Drawings and distances shown in parentheses are as given in the present descriptions, all others are as measured in the field. All iron pipes set have R.E. by N° 2909

(348°15'E. 1001.86' back 8° of Mortenson Vol. 154, Page 372)

PAULINE EDDY

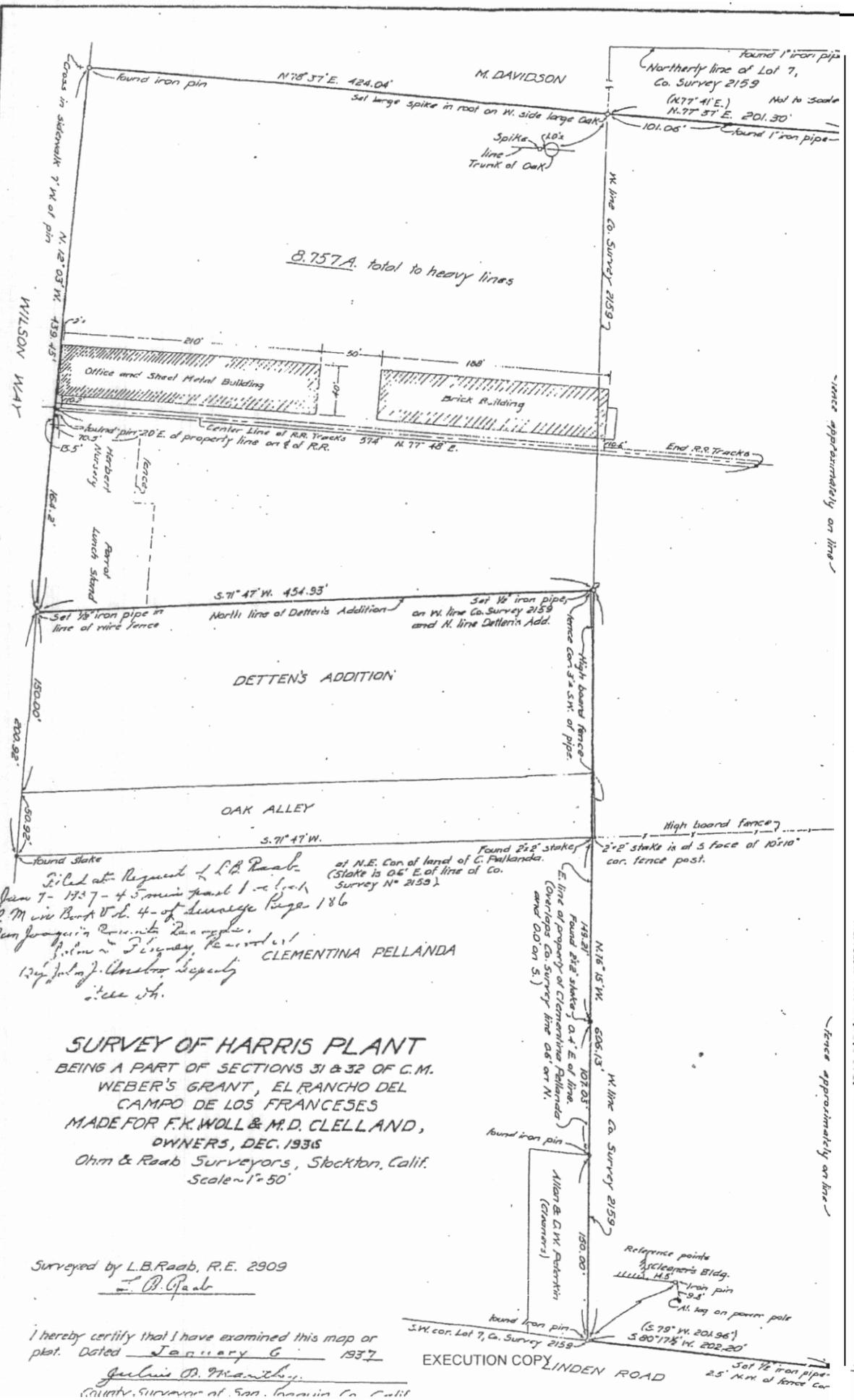
Found iron pin of SE cor. of Lot 7, Co. Survey N° 2159

Fence approximately on line

Fence approximately on line

(340°14'W 1' Not to Scale)

EXECUTION COPY LINDEN ROAD



8.757A. total to heavy lines

DETTE'S ADDITION

OAK ALLEY

SURVEY OF HARRIS PLANT
BEING A PART OF SECTIONS 31 & 32 OF C.M.
WEBER'S GRANT, EL RANCHO DEL
CAMPO DE LOS FRENCESES
MADE FOR F.K. WOLL & M.D. CLELLAND,
OWNERS, DEC. 1935
Ohm & Raab Surveyors, Stockton, Calif.
Scale 1" = 50'

Surveyed by L.B. Raab, R.E. 2909
B. Raab

I hereby certify that I have examined this map or
plot. Dated January 6 1937

Julius B. McAnichy
County Surveyor of San Joaquin Co. Calif.

Filed at Request of L.B. Raab
Jan 7 - 1937 - 4.5 min. parcel 1 - 1/2 block
P.M. in Book Vol. 4 - of Survey Page 186
Per Josephine Rosetta Ranogajec,
Wife of J. J. Ranogajec, deceased
(By J. J. Ranogajec, Deputy)
CLEMENTINA PELLANDA
see ch.

Found iron pin
Allan & City Plaster
(transfers)

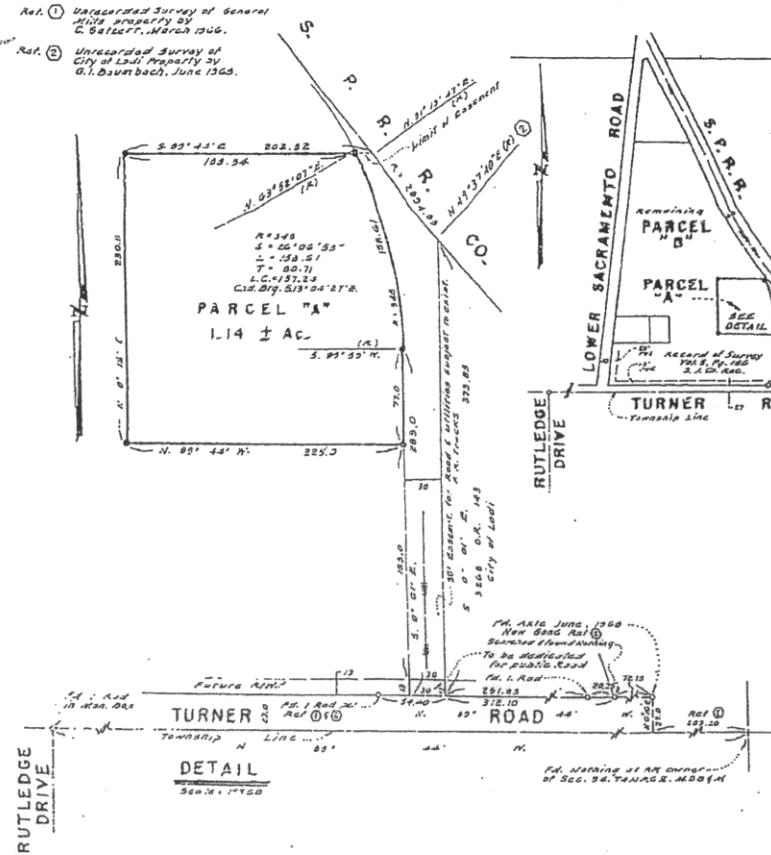
Reference points
Clemens Bldg.
L.L. H.S.
Iron pin
N. tag on power pole
(375° W. 201.96')
580° 17 1/2° W. 202.20'

Found iron pin
SW cor. Lot 7, Co. Survey 2159

Set 1/2 iron pipe
2.5' N.W. of fence cor.

NOTE:

- Ref. ① Unrecorded Survey of General Mills Property by C. Galtner, March 1906.
- Ref. ② Unrecorded Survey of City of Lodi Property by G. L. Baumbach, June 1908.



BASIS OF BEARING

The South Line of Sec. 34 T4NR6E M.D.B. & M. bears N. 87° 44' 11" W. and is recorded in Book 3108 of Official Records of Page 143.

MONUMENTS SET

3/4" x 30" Iron Rods, capped and stamped ACE 1984 and shown thus unless otherwise noted.

PARCEL MAP of
A portion of the southeast quarter
of Section 34, T4NR6E, M.D.B. & M.
City of Lodi, San Joaquin County
California

October 1984 Scale: 1" = 300'

Baumbach & Pizzo
 Civil Engineers
 Lodi, Calif.

SURVEYOR'S CERTIFICATE

This map was prepared by me or under my direction and is based upon a field survey in conformity with the requirements of the Subdivision Map Act and local ordinance of the City of Lodi, California. I hereby certify that the map contains substantially correct information as to the character and location of the parcels and that the measurements are, or will be, sufficient to locate the survey in the field.



CITY ENGINEER'S CERTIFICATE

This map conforms with the requirements of the Subdivision Map Act and local ordinance. Pursuant to the authority of Ordinance No. 100 of the City of Lodi, I accept on behalf of the public the jurisdiction of the map shown hereon.

Date: 10-1-84
 City Engineer: *[Signature]*
 COUNTY RECORDER'S CERTIFICATE
 FILED this 26th day of October 1984
 3:10 P.M. in Book 1000 of Parcel Maps of Page 1000
 San Joaquin County Records at the request of Terry Pizzo.

OWNER'S CERTIFICATE

I hereby certify that we are all the parties having an interest in the above described parcel and we hereby consent to the preparation and recording of this map. We also hereby offer to dedicate for public use the street widening (15') as shown on this map, 6554 acres of 1957:10 kept open and free from buildings and structures of any kind.

Date: 10/1/84
 GENERAL MILLS, INC., 3010 12TH ST. S.E.
 Stanley V. Tolson, Vice President
 [Signature], Vice President

NOTE:

Requirements of the City of Lodi Code for the installation of public utility and easements, payment of fees and installation has not been met at this time and must be met prior to development or occupancy of a building permit or when requested by the City on Parcel A.

STATE OF MINNESOTA
 COUNTY of Hennepin
 on this 30th day of October 1984, I, the undersigned, a Notary Public for the State of Minnesota, do hereby certify that the map of the City of Lodi, California, filed in Book 1000 of Parcel Maps of Page 1000 of the San Joaquin County Records at the request of Terry Pizzo, is a true and correct copy of the original map as filed with me at the City of Lodi, California, and that the map contains substantially correct information as to the character and location of the parcels and that the measurements are, or will be, sufficient to locate the survey in the field.

COLLEEN M. SARGENT
 Notary Public
 Hennepin County, Minnesota

LODI, CALIFORNIA
 NOTARY PUBLIC 10 and 1200
 County and State

Schedule 3 (d-4)

Roseville CT1 Permit and Transfer Fees August 2007

<u>Permit Descriptions & Contact Information & Required Reporting For:</u>	<u>Permit Identifier & Specific Permit Condition Information</u>	<u>Validity and/or Term</u>	<u>Comments – Including Costs (if any) to Change Ownership & Timing Requirements to Transfer</u>
Roseville CT's 2155 Nichols Blvd Rocklin, CA 95677 916-645-9649			
<u>Placer County Air Pollution Control District:</u> Mr. John Finnell Sr. Engineer 11464B Avenue, Auburn, CA 95603 530/889-7130 and 530/745-2324	Permit #'s NCPA-87-01, NCPB-87-01	Permit Valid From 10/01/07 – 9/30/08	Transfer cost is \$195.50 per permit and processing time is two weeks. Cover letter by new owner plus submission of attached form.  Microsoft Word Document
Annual Air Permit Renewal Information Update Zach Lee – PCAPCD Permit Support 3091 County Center Drive, Ste 240, Auburn, CA 95603 530/889-7130.	Report covers calendar year and updates the District on engine run times and monthly operation. Note: Diesel consumption not reported for starter-only if diesel use is for prime mover.	Due Annually by (4/30)	Completed 4/2007 District sends reminder in March
Air Permit Source Testing Don Duffy Engineer,	If liquid fuel ops > 100hr/year, the testing needs to occur within 90 days.	Every 3 years for Gas operation. Last	District is requiring ST in 2007 at 3 load

PCAPCD, 11464 B Ave. Auburn, CA 95603 530/889-7130	Notify PCAPCD, 30 days prior to inspection. Permit # NCPB-87.	ST performed in 5/07 30 day advance notice.	levels. CT supervisor scheduling. Cost approx \$10,000.
Diesel engine tuning John Finnell, PCAPCD, 11464 B Ave. Auburn, CA 95603. 530/889-7130. Valley Power, Mike Phylips, 530-365-9515	Required in PCAPCD issued permit. Performed during outages and only a record keeping requirement (no notification) record in CMMS.	Annually (last performed in 1/07) by Valley Power.	Record Keeping requirement only.
Each unit will be started/operated for DCAPCD inspection. John Mahoney or Don Duffy, PCAPCD, 11464 B Ave. Auburn, CA 95603 530/889-7130	Inspection is to occur between Jan. and Dec.	Annually. Last witnessed in Jan. of '06.	District Notifies when they want to observe. District will perform annual inspection during the source test.
Placer County Hazardous Waste Generator Fee State Board of Equalization PO Box 942879 Sacramento, CA 94279 9161322-9534, 327-9534 fax	Conditionally Exempt Small Quantity Haz Waste Generator. EPA # CAL 000004486 No fee for waste generation less than 5 tons/year. Applies on a calendar year basis for determining waste generated. . EPA ID # stays with facility	2/28/08 Fee due if applicable. Notice sent in advance.	Requires notification of new organization name, contact info and address - owner needs to supply Federal Employer Number and BOE ID Number
Placer County Department of Health and Human Services, Div. of Env. Health Hazardous Materials Business Plan HMBP Deb Kirschman Inspector or Terry Armstrong-Secretary 11454 B Ave Auburn, CA 95603 5301745-2300	Annual Review. Update with in 30 days of conditions changing. Update with in 30 days of contact information change.	Complete annual review by January	New owner must submit attached forms as part of change of ownership no associated fees.

			 Adobe Acrobat 7.0 Document
<u>DTSC Annual Verification Questionnaire And Manifest Fee Calculation Sheet</u> Schedule A & B (Roseville EPA ID# CAL000004486) DTSC PO Box 806 Sac. CA 95812-0806 877-454-4012	Annual requirement to verify contact info and submit payment for # of "non-recycled manifests for the calendar year. Owner required to submit \$ per manifest and to inform DTSC of # of manifests.	Schedule A is completed for manifests on a calendar year basis. Sch B is on a 7/1-6/30 FY. Submit by July every year.	Owner should make changes as they process manifests and submit written notice of new contact information to the DTSC.
<u>Non-Domestic Wastewater Discharge</u> City of Roseville, Environmental Utilities, Mr. Kris Zanardelli, Industrial Waste Specialist, 1800 Booth Road, Roseville, CA 95747-9704, 916/746-1883	Provide general information re. types, volumes, waste hauler(s), employee size, facility characteristics, wastewater information, and info on other wastes. Because Roseville CT is a peaking power plant no additional reporting/fees.	Contact initiated by City. No reporting requirement unless general info changes.	Kris Zanardelli would like letter with contact information from new owner.
<u>AST Biennel Fees: Payable to SWRCB</u> AST = Above Ground Storage Tank PO Box 944212 Sacramento, CA 916/341-5712 David Shapperrelli 916/341-5671	Biennel requirement to submit a storage statement along w/\$400 fee. Age of tank and fuel type required in statement. Required because of 122,000 gallon on site diesel storage tank. Site ID # is: AGT-100693	Due 7/31/2008	New Owner required to submit letter and provide new contact information.
<u>Annual Inspection of Fire Equipment</u> Tri Signal Safety Equipment, Inc. 3722 W. Pacific Ave Sacramento, CA 95820, 916/1456-5561	Large CO2 bottles hydro due every 12 years unless activated then canister is due every 5 years.	Jan. 15 – annual 9/06 Halon bottles hydro tested	No notification for ownership change
<u>Air Pressure Vessel Permit</u> Inspection by Arise Inc. 440/740-0197 24 hr. Emergency # 440/843-2644	Permits are to be posted at site. Permit stays valid under new ownership through the permitted period. Change will occur	Every 5 years for pressurized air vessels. Inspection	No notification for ownership change, if eqpt location stays

Permit issued by: St. of CA, Pressure Vessel Unit 1515 Clay St. Ste. 1302. Oakland, CA. 94612 510-622-3052 - Roseanne	at the time of permit renewal.	ire due in 2007. Plant Supervisor is scheduling.	he same. If new owner wants to update call the State. \$15 per permit.
<u>Testing of PRV and PSV's</u> Bay Valves Ed Kumca – Owner Martinez, CA 94553 9251228-0665	Diesel and Natural Gas Systems API recommended practice to test/repair every two years. Last done 2007	resting as required on fuel system relief valves per API requirements	No notification requirement for new owner
<u>Crane Inspection</u> Sierra Cranes Doug Burgard 2530 Burgard Lane Auburn, CA 95603 916/663-3794	Annual Requirement for cranes > 3 tons.	Completed July 2007	Update at time of next inspection.
<u>SPCC Plans</u> Prepared by Keith Dunbar. PE K.S. Dunbar & Associates 3035 Calle Frontera San Clemente, CA 92673 9491366-2089	Roseville CT EPA # CAL 000004486	Plan issued October of 2005 – Updates required every five years, and when changes personnel/equipt. or chemicals.	New owner would be required to update contact information in plan. (NCPA has plan in Word and can make change) Annual training requirement on SPCC plan.

Schedule 3(f)

**Amendment to the Third Phase Agreement effective upon completion of
Phase 2**

**FIRST AMENDMENT TO
AGREEMENT FOR CONSTRUCTION, OPERATION AND FINANCING
OF
COMBUSTION TURBINE PROJECT NUMBER *ONE***

by and among

NORTHERN CALIFORNIA POWER AGENCY

and

CITY OF ALAMEDA
CITY OF BIGGS
CITY OF GRIDLEY
CITY OF HEALDSBURG
CITY OF LODI
CITY OF LOMPOC
CITY OF ROSEVILLE
CITY OF SANTA CLARA
CITY OF UKIAH
PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE
TURLOCK IRRIGATION DISTRICT

**FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION, OPERATION
AND FINANCING OF COMBUSTION TURBINE PROJECT NUMBER ONE**

This First Amendment to Agreement (“First Amendment”) is made by and between the Northern California Power Agency, a joint powers agency of the State of California (“NCPA”) and the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Roseville, Santa Clara, and Ukiah, Plumas-Sierra Rural Electric Cooperative, and Turlock Irrigation District, and

WITNESSETH:

WHEREAS, each of the parties to this First Amendment, other than the City of Biggs (“Biggs”) and the City of Gridley (“Gridley”), is a party to that certain “Agreement for Construction, Operation, and Financing of Combustion Turbine Project Number One” dated as of July 1, 1984 (“the Agreement”) and therefore constitutes a “Project Participant” within the meaning of section 1(g) of the Agreement; and

WHEREAS, pursuant to the Agreement, NCPA has constructed and operated, and continues to operate, Combustion Turbine Project Number One (“the CT1 Project”), consisting of five (5) separate units, two (2) of which are located near the City of Roseville, California (“the Roseville CT1 Units”), two (2) of which are located in the City of Alameda, California (“the Alameda CT1 Units”), and one (1) of which is located in the City of Lodi, California (“the Lodi CT1 Unit”); and

WHEREAS, each of the parties to this First Amendment, other than NCPA, Biggs and Gridley owns an undivided share or “Project Entitlement Percentage” of the capacity and energy of the produced by the CT1 Project pursuant to the Agreement, which Project Entitlement Percentage is specified in an appendix to the Agreement; **and**

WHEREAS, the Roseville CT1 Units, Alameda CT1 Units, and Lodi CT1 Unit are owned and operated by NCPA as a single project on behalf of those parties owning a Project Entitlement Percentage, and the Project Entitlement Percentages are not stated with reference to any particular CT1 Unit; **and**

WHEREAS, the City of Lodi (“Lodi”) presently owns a Project Entitlement Percentage of 34.780% and the City of Roseville (“Roseville”) presently owns a Project Entitlement Percentage of 13.584%; and

WHEREAS, Roseville currently lays off 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley; and

WHEREAS, the parties have entered into *an* “Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project Number One,” dated as of September 1, 2007 (“the Layoff and Sale Agreement”), which provides among other matters that in Phase One of said agreement:

a. Lodi will layoff 26.416% of the Project Entitlement Percentage to Roseville;

b. Roseville will assign its layoffs to Biggs and Gridley to Lodi, and Lodi will layoff those amounts to those cities;

c. Roseville will make certain payments to Lodi; and

d. NCPA and the Project Participants will treat Roseville's Project Entitlement Percentage, including the layoff from Lodi, as residing solely at the two (2) Roseville CT1 Units, and Roseville will relinquish any claim to capacity, energy or other rights to the Alameda CT1 Units and the Lodi CTI Unit; and

WHEREAS, the Layoff and Sale Agreement provides that Phase Two of said agreement will not commence until all bonds previously sold for the construction and financing of the CT1 Project have been retired; and

WHEREAS, the Layoff and Sale Agreement provides that, among other matters, that in Phase Two of said agreement:

a. NCPA will transfer fee ownership of the Roseville CTI Units to Roseville; and

b. That the Agreement will be amended to provide that:

i. The CT1 Project no longer includes the Roseville CT Units;

ii. Biggs and Gridley shall become signatories to the Agreement, and Project Participants in the CT1 Project, based upon the Project Entitlement Percentages previously subject to lay *off* to them;

iii. Roseville shall cease to be a signatory to the Agreement, and shall no longer *be* deemed a Project Participant; and

iv. The Project Entitlement Percentage of **all** Project Participants (including Biggs and Gridley and excluding Roseville) shall be adjusted in **proportion** to the original Project Entitlement Percentages taking into account the addition of Biggs and Gridley **as** Project Participants, the exclusion of Roseville as a Project Participant, and the sale of the Roseville CTI Units to Roseville.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This First Amendment shall be effective concurrently upon the commencement of Phase Two of the Layoff and Sale Agreement. It shall be of no force or effect prior to that time.

2. Section 1(e) of the Agreement is amended to read:

“(e) “Project” means a project consisting of three (3) 24-megawatt combustion turbine generating units, located two (2) units in the City of Alameda, California (“the Alameda CTI Units”) and one (1) unit in the City of Lodi, California (“the Lodi CTI Unit”).”

3. Appendix “A” of the Agreement is amended to include the following Project Entitlement Percentages:

PROJECT PARTICIPANT	PROJECT ENTITLEMENT PERCENTAGE
City of Alameda	21.820
City of Biggs	0.197
City of Gridley	0.350
City of Healdsburg	5.833
City of Lodi	13.393
City of Lompoc	5.833
City of Santa Clara	41.667
City of Ukiah	9.090
Plumas-Sierra Rural Electric Cooperative	1.817
TOTAL	100%

4. The Biggs and Gridley are “Project Participants” and are added as parties to the Agreement; and Roseville is no longer a “Project Participant” and is deleted as a party to the Agreement.

5. Except as otherwise provided in this First Amendment, the Agreement shall remain in full force and effect.

6. Each signatory to this First Amendment represents and warrants that he or she has been duly authorized to enter into it by the governing board of the party on whose behalf he or she has executed it.

7. This First Amendment may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, each party has executed this First Amendment with the approval of its governing body, and has caused its official seal to be affixed, and NCPA has executed this First Amendment with the authorization of its Commission.

NORTHERN CALIFORNIA POWER AGENCY Approved as to form:

By: _____

By: _____

Its: _____

Attest:

CITY OF ALAMEDA

Approved as to form:

By: _____

By: _____

Its: _____

Attest:

SCHEDULE 5

Spare Parts Pool and Tool Sharing Principles

1. By mutual agreement between NCPA and Roseville, Roseville may (but is not obligated) to participate in a Spare Parts Pool and a Tool Sharing Program.
2. NCPA will determine *the* costs to maintain the Spare Parts Inventory and Specialized Tooling. The costs of Roseville participating in this program will be determined by (taking the total costs of maintaining the inventory and specialized tooling) \times (number of Roseville CTI units operating) / (total number of NCPA CTI's operating $+$ number of Roseville CTI's operating).
3. NCPA will maintain all spare parts and tooling at a location to be determined, within NCPA control.
4. NCPA will maintain a list of Spare Parts and Specialized Tooling,
5. Any spare parts **used** by Roseville will be replaced by NCPA and Roseville will be billed the actual costs for the part.
6. Any tooling used by Roseville must be returned in good working order. In the event the tool/ is not returned or not in good working order, NCPA will replace or repair the tool at its option. NCPA will invoice Roseville the actual costs of the tooling or repair.
7. NCPA will use general utility practices to maintain the spare parts inventory and specialized tooling. There is not guarantee by NCPA that the spare part or specialized tooling will be available to Roseville when requested.
8. NCPA at its sole option and discretion may adjust spare **parts** and specialized tooling at **any time during the** agreement. NCPA will **communicate these** changes to Roseville.
9. If Roseville commits to participate in this pool they are obligated for the financial year (or *the* remaining current financial year in the event phase two begins mid-year). In the event NCPA makes a significant change in the inventory Roseville may elect to withdraw from the spare parts and specialized tooling pool with a **30** day written advance notice to the Assistant General Manager of Generation Services.

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

item-no	equip_num	desc_1	desc_2	qty_on	order-up-l	last-cost
0010-00001	00 10 11	SERVO VALVE FUEL	PIN 77-138	2	2	1910
0010-00002	00 10 19	VELOCITY VIBRATION PICKUP	PIN 4033	13	9	743
0010-00003		SERVOVALVE P/N 771A138		1	1	2025
0010-00011	00 10 19	FLAME SENSOR PIN 261A1812P10		9	8	735
0010-00015		THURST BEARING PADS AGAS TURBINE		1	0	0
0010-00016		GAS COMP COLLING PUMP SHAFT		1	0	0
0010-00018		GAS COMP COOLING PUMP INP		1	0	0
0010-00020		GAS COMP COOLING PUMP BEARING		1	0	0
0010-00090	W 10 18	AA BYPASS VLV PACK #12	A & M #25756 177 4014 000	1	1	91
0010-00091	00 10 18	AA BYPASS VLV GASKET DURABLA	#13 A & M #3821 028 8645 000	1	1	57
0010-00092	00 10 18	AA BYPASS VLV PISTON RING	#14 A & M 25339 015 0000 000	1	2	132
0010-00093	00 10 18	AA BYPASS VLV PISTON CST IRON	#5 A & m #33625 409 1023 901	1	1	746
0010-00097	00 10 18	ATOMIZING AIR COMP SHAFT QUILL	G.E. NO 3030G90-001	1	2	3275
001060098	00 10 18	ATOMIZING AIR COMP HJB	GE NO 187C8261P001	1	2	1675
0010-00099	W 10 17	GAS TURBINE TYPE 500' LOAD	COUPLING COD RGO 07278	1	1	15525
0010-00100	00 10 08	HYDRAULIC RATCHET ELECTRIC	MOTOR RM034129	1	1	833.5
0010-00101	00 10 08	HYDRAULIC RATCHET O L PUMP	PAUL MONROE #GA2008FXW00022	1	1	138.7
0010-00102	00 10 08	HYDRAULIC RATCHET O L PUMP	COUPLING RGO08405	1	1	73.7
0010-00103	00 10 08	HYDRAULIC RATCHET O L PUMP	HYDRAULIC VALVE RVO37710	1	1	372.8
0010-00104	00 10 17	ACCESSORY GEAR DRIVE	GEAR DRIVEN SM00920628	0	1	2740.9
0010-00106	00 10 17	ACCESSORY GEAR DRIVE RING	SM00920605	1	1	13.7
0010-00109	01 00 8	DIESEL ENGINE TORQUE	CONVERTER RT042051	1	1	16783.2
0010-00110	00 10 18	MAIN ATOMIZING AIR COMPRESSOR	RC018088	1	1	32178.4
0010-00111	00 10 08	START ENGINE DISCHG SILENCER	GASKET KFZ260740103	1	1	30.7
0010-00112	00 10 08	START ENGINE DISCHG SILENCER	GASKET KFZ269730103	1	1	32.9
0010-00113	00 10 08	START ENGINE DISCHG SILENCER	GASKET KFZ235090714	1	1	220
0010-00114	00 10 07	MAIN HYDRAULIC PUMP	RPO11901	1	1	1310.4
0010-00115	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	POWER SUPPLY RA2176701	1	1	910.6
0010-00116	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	TEMPERATURE DETECTOR CARD	1	1	816.5
0010-00117	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	SOLENOID VALVE IRA2176703	1	1	848.2
0010-00118	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	GAS DETECT CTRL CARD RAO18267	1	1	680
0010-00119	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	RELAY 24 VDC OCTAL IRA2176705	3	3	90.7
001060120	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	RELAY 24VDC UNDECAL IRA2176706	1	1	90.7
0010-00121	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	RELAY 110 VDC OCTAL IRA2176707	4	4	90.7
0010-00122	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	TIMER 0-2 MIN IRA2176708	1	1	124.7
0010-00123	00 10 03	ANTIFIRE SYSTEM-TRANSFORMER 1201	24 50160 HZ IRA2176709	1	1	131.6
0010-00124	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL- LAMP	LAMP HOLDER IRA2176710	1	32	37.4
0010-00125	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	CIRCUIT BREAKER IRA2176711	0	1	131.6
0010-00126	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	PUSH-BUTTON BREAKER IRA217671	3	3	37.4
0010-00127	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	PUSH-BUTTON RAF IRA2176713	2	2	53.3
0010-00128	00 10 03	ANTIFIRE SYSTEM CONTROL PANEL	AUT/MAN SELECTOR IRA2176714	1	1	74.9
0010-00129	00 10 05	VALVE, BACK PRESSURE REGULATE	VALVE BACK PRESS REG RR015204	0	0	1
0010-00130	00 10 19	20FG/20PL SOLENOID VALVE	SOLENOID VALVE RE003036	0	1	1577.1

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

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0010-00131	00 10 19	MANUAL PLUG TRIP VALVE	MANUAL PLUG TRIP VLV RVO07011	1	1	492.1
0010-00132	00 10 19	VALVE COMPRESSOR AIR EXTRACT	VALVE COMP AIR EXTRACTRVO2722	1	1	9894.2
001040133	00 10 19	VALVE COMPRESSOR AIR EXTRACT	LIMIT SWITCH IRV2722101	2	2	527.3
0010-00134	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET RV2722105	2	2	5.1
0010-00135	00 10 19	VALVE COMPRESSOR AIR EXTRACT	PACKING IRV383280037	2	2	64.7
0010-00136	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET IRV2722127	4	4	19.6
0010-00137	00 10 19	VALVE COMPRESSOR AIR EXTRACT	RING, SHAFT IRV2722130	2	0	2
0010-00138	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET IRV2722156	1	4	70.4
0010-00139	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET RAZ08461	2	4	38.5
0010-00140	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET KHA053602601	2	2	2
0010-00141	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET RAZ08462	2	4	15.9
0010-00142	00 10 19	VALVE COMPRESSOR AIR EXTRACT	GASKET KHA006701701	2	2	1.2
0010-00143	00 10 1A	VALVE COMPRESSOR AIR EXTRACT	GASKET KHA034502601	2	2	1.5
0010-00145	00 10 05	INDICATOR LIQUID LEVEL	INDICATOR LIQUID LEV RJO16617	1	1	396.9
0010-00146	00 10 18	COMPRESSOR AIR STARTING	COMPRESSOR AIR START RCO16077	1	1	10521.2
0010-00147	00 10 07	VALVE TRANSFER HYDR	VALVE TRANSFER HYDR RVO25565	1	1	800.1
0010-00148	00 10 18	VALVE ATOM AIR BY-PASS	VALVE ATOM AIR BYPASS RVO26486	1	1	5264.1
0010-00149		LIGHTING CONDUITS ARR	SWITCH RVO12901	1	1	99.2
0010-00150		LIGHTING CONDUITS ARR	ELECTRIC SIREN RSO17017	1	1	133.8
0010-00210	00 10 09	LUBE OIL AIR FAN	ASSY ISV 4558101	8	2	2160
0010-00211		GAS TURBINE SIGHT GLASS	(EX RTP 43113) SMO 0530401	0	10	95
0010-00212	00 10 09	GAS TURBINE AIR COOLER	ELECT MTR ISV 4558102	3	2	1152
0010-00213		GAS TURBINE EXPANSION COUPL	RGO 27473	1	1	2228
0010-00214		GAS TURBINE EXPANSION COUP	RGO 27474	3	3	1552
0010-00215		GAS TURBINE MOTOR C.S.EB	525/210/3 CAB IRV 1725502	3	2	1472
0010-00216	00-11-04	GAS TURBINE FAN IRV	1725501	1	1	698
0010-00217	00 10 17	GAS TURBINE SHAFT N.1	AND GEARS SMO 0920649	1	1	14715
0010-00218	00 10 17	GAS TURBINE SHAFT h 2	AND GEARS SMO 0970650	1	1	13764
0010-00219	00 10 17	GAS TURBINE SHAFT h 3A	AND GEARS SMO 0920654	1	1	5348
0010-00220	00 10 17	GAS TURBINE SHAFT N.4	AND GEARS SMO 0920655	1	1	9423
0010-00221	00 10 17	GAS TURBINE SHAFT N3B	AND GEARS SMO 0920657	4	1	6480
0010-00222	00 10 17	GAS TURBINE COUPLING	SMP 42616	0	1	1125
0010-00223	00 10 08	GAS TURBINE CONTROL CY ASSY	ISM 0921306	1	1	5603
0010-00224	00 10 17	GAS TURBINE GEAR DRIVER	SMO 0920628	1	1	2417
0010-00225	00 10 17	GAS TURBINE GEAR DRIVER	SMO 0920627	1	1	1752
001040226	00 10 17	GAS TURBINE QC L SHAFT DRIVE	SMO 0920603	2	1	918
001040227	00 10 17	GAS TURBINE BEARING	SHAFT h 4 SMO 0920609	2	2	310
001040228	00 10 17	GAS TURBINE BEARING SHAFT	N 4 SMO 0920621	2	2	339
0010-00229	00 10 17	GAS TURBINE BEARING	SHAFT N4 SMO 0920622	2	2	339
0010-00230	00 10 17	GAS TURBINE HA-F BEARING	SHAFT N1 SMO 0920600	3	8	277
0010-00231	00 10 17	GAS TURBINE HALF BEARING	SHAFT N1 SMO 0920501	4	8	277
0010-00232	00 10 17	GAS TURBINE SPACER RING	SMP 22509			378
0010-00233	00 10 17	GAS TURBINE SEAL RING	SMO 0920605			12
001040234	00 10 17	GAS TURBINE AUXILIARY COUPLING	COD RGO32144	1	1	6548

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-00235	00 10 05	GAS TURBINE PUMP AUX L.O.	RPO 09952		1		2880
0010-00236	00 10 05	GAS TURBINE MOTOR AUX L.O. PMP	RMO 38001	1	1		4240
0010-00237	00 10 05	GASTURBINE COUPLING AUX L.O.	PMP RGO09494	1	1		1197
0010-00238	00 10 05	GAS TURBINE ELECT MTR	EMERG L.O. PMP RMO38002	1	1		12800
0010-00239	00 10 05	GAS TURBINE PUMP EMERG	LO. RPO 09951	1	1		3440
0010-00240	00 10 05	GASTURBINE COUPLING EMERG	LO. PMP RGO 09495	1	1		1005
0010-00247	00 10 16	GAS TURBINE TRANSITION	PIECE SMO0654200	10	10		5000
0010-00254	00 10 03	GAS TURBINE ANTI FIRE SYS	HALON NOZZLE RRO 21766	8	8		125
0010-00256	00 10 03	GAS TURBINE ANTIFIRE SYS	PRESSURE SWITCH IRA 2176501	2	3		500
0010-00257	00 10 03	ANTI-FIRE SYS SOLINQID	VLV S/CONT HEAD IRA 2176502	4	2		1098
0010-00258	00 10 03	GAS TURBINE ANTIFIRE SYS	ALARM LAMP IRA 2176505	2	2		320
0010-00259	00 10 03	SIREN HALON SYSTEM 120VDC	FARADAY P/N 155	1	2		322.75
0010-00260	00 10 03	GAS TURBINE ANTIFIRE SYS	HALON VLV W/GAUGE IRA 2176507	2	2		1227
0010-00261	00 10 03	GAS TURBINE ANTI FIRE SYS	HALON CHECK VLV IRA 2176508	2	2		260
0010-00262	00 10 03	GAS TURBINE ANTI FIRE SYS	FLEX PIPE 1 1/2" IRA 2176509	2	2		168
0010-00263	00 10 03	GAS TURBINE ANTI FIRE SYS	FLEX PIPE 1/4" IRA 2176510	2	2		59
0010-00264	00 10 03	GAS TURBINE ANTI FIRE SYS	INTERCONNECTOR IRA 2176511	2	2		99
0010-00265	00 10 17	GAS TURBINE AUX COUP GUARD	GASKET KFZ 280260513	5	5		10
0010-00266	00 10 17	GAS TURBINE AUX COUP GUARD	GASKET KFZ 281540524	5	5		6.5
0010-00267	00 10 17	GAS TURBINE LOAD COUPE GUARD	GASKET KFZ 229750514	5	5		18
0010-00268	00 10 17	GAS TURBINE LOAD COUP GUARD	GASKET KFZ 2820 70514	5	5		15
0010-00269	00 10 17	GAS TURBINE LOAD COUP GUARD	GASKET KFZ 281760514	5	5		10
0010-00270	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 213380594	15	5		2
0010-00271	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 302230594	5	5		3
0010-00272	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 253940594	5	5		10
0010-00273	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 303273594	5	5		3
0010-00274	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 3022411594	5	5		5
0010-00275	00 10 17	GAS TURBINE ACCESSORY GEAR	GASKET KFZ 303280053	5	5		21
0010-00276	00 10 17	GAS TURBINE ACCESSORY GEAR	OIL SEAL SMS 23066	2	2		548
0010-00277	00 10 17	GAS TURBINE ACCESSORY GEAR	OIL SEAL SMS 23101	0	2		470
0010-00278	00 10 17	GAS TURBINE ACCESSORY GEAR	KLOZURE "O" RING RAZ 13208	5	5		1
0010-00279	00 10 17	GAS TURBINE ACCESSORY GEAR	KLOZURE "O" RING RAZ 13206	5	5		100
0010-00280	00 10 16	GAS TURBINE CHAMBER COVER	HELI COIL RFR 33006	80	80		350
0010-00281	00 10 05	GAS TURBINE VPR.2	REGULATING PRESS. V.V RVO 01103	1	1		2392
0010-00747		HYDTRANS VALVE		1	0		0
0010-009144		BATTERY CHARGER BRKEHD3060L P3P 60 Ai		0	0		0
0010-01000	00 11 01	GEN BKR KENAROK 17-16-200		1	1		41290
0010-01150	00 11 01	BRUSH GENERATOR EXCITER		96	120		1
0010-01151	00 11 01	BRUSH HOLDER GEN EXCITER		26	20		1
0010-01200	00 11 06	GENERATOR	BEARING 330PN13491	5	4		14264.3
0010-01201	00 11 04	GENERATOR - INSUL BRG RING	337PN13484/14010	4	2		20465.9
0010-01202	00 11 04	GENERATOR	HEATER 458PS39125	1	4		3547.4
0010-01204	00 11 04	GENERATOR	ELECT BLOWERS 360PS39126	2	2		2319.6
0010-02001	00 10 12	WTR INJ LINEAR TRANSDUCER	GE 311A5178PT10E	2	2		1200

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UNAUDITED \$FARE PARTS COMMON TO ALL UNITS

0010-02015	00 03 01	BACK FLOPREVENT SPRING ASSY	902-466	2	3	320
0010-02016	00 03 01	BACK FLO OUTLET SPRING	780-343	2	3	67
0010-02017	00 03 01	BACK FLOW PREVENT RUBBER PARTS	905-061	1	6	44.29
0010-02018	00 03 01	BACK FLO PREVENT SEALKIT	902-584	6	6	170
0010-02019	00 03 01	BACK FLO PREVENT RELIEF VLV KT	905-067	2	3	97
0010-02020	00 03 01	BACK FLOW PREVENT DISC WASHER	780-398	1	1	25
0010-02021	00 03 01	'BACK FLOW PREVENT SEAT DISC	905-061	1	1	34.2
0010-02022	00 03 01	BACK FLOW PREVENT "O" RING	568-263	1	1	7.8
0010-02023	00 03 01	BACK FLOW PREVENT DIAPH COVER	780-372	1	1	82
0010-02024	00 03 01	BACK FLOW PREVENT DIAPH WASHER	905-066	1	1	96
0010-02025	00 03 01	BACK FLOW PREVENT DIAPH SPACER	780-377	1	1	76
0010-02026	00 03 01	BACK FLOW PREVENT DISC	WASHER #780-326	2	2	62.15
0010-02050	00 10 11	DIST FUEL PMP SHAFT	SBQ 01250	1	0	1879
0010-02051	00 10 11	DIST FUEL PMP IMPELLER	SDM 36720	1	0	2721
0010-02052	00 10 11	DIST FUEL PMP WEAR RING	SDM 14930	1	0	307
0010-02053	00 10 11	DIST FUEL PMP WEAR RINGS	SBM14710	1	0	243
0010-02054	00 10 11	DIST FUEL PMP KEY	FBW 06057	0	0	16
0010-02055	00 10 11	DIST FUEL PMP KEY	FBW 04038	0	3	30
0010-02056	00 10 11	DIST FUEL PMP THROTTLE	BUSHING SBM 68521	0	0	538
0010-02057	00 10 11	DIST FUEL PMP GASKET	KAJ 003102708	1	0	1
0010-02058	00 10 11	DIST FUEL PMP GASKET	KFZ226890033	0	0	19
0010-02059	00 10 11	DIST FUEL PMP MECH SEAL	SDO94898	0	0	649
0010-02060	00 10 11	DIST FUEL PMP SPLIT	RING SBP 48167	0	0	262
001042061	00 10 11	DIST FUEL PMP SPLIT	RING SBP 48156	1	0	150
0010-02062	00 10 11	DIST FUEL PMP COUPLING	SDP 52270	1	0	1764
0010-02063	00 10 11	DIST FUEL PMP COUPLING	SDP 52238	1	0	1784
0010-02100	00 10 07	HYDRAULIC MANIFOLD	CHECK VALVE RVO26335	1	1	225.6
0010-02101	00 10 07	MAIN HYDRAULIC RELIEF VR21	RV003428	1	1	200.6
0010-02102	00 10 07	HYDRAULIC MANIFOLD	DRAIN VALVE RVO15928	1	1	52.2
0010-02103	00 10 05	AUX PUMP LUBE OIL RPO09952	WEAR RING	1	1	86.2
0010-02104	00 10 05	AUX PUMP LUBE OIL RPO09952	IMPELLER	1	1	388.9
0010-02105	00 10 05	AUX PUMP LUBE OIL RPO09952	SHAFT SLEEVE	1	1	250.6
0010-02106	00 10 05	AUX PUMP LUBE OIL	BEARING BUSHING RPO09952	1	1	266.5
0010-02107	00 10 05	AUX PUMP LUBE OIL	BUSHING RPO09952	1	1	60.7
0010-02108	00 10 05	AUX PUMP LUBE OIL	SHAFT WITH KEY RPO09952	1	1	912.9
0010-02109	00 10 05	AUX PUMP LUBE OIL	V-RING RPO09952	1	1	12.7
0010-02110	00 10 05	AUX PUMP LUBE OIL	BALL BEARING RPO09952	1	1	60.8
0010-02111	00 10 05	AUX PUMP LUBE OIL	GASKET COVER RPO09952	2	1	29.8
0010-02112	00 10 05	AUX PUMP LUBE OIL	GASKET RPO09952	1	1	28.4
0010-02113	00 10 05	AUX PUMP LUBE OIL	SEAL RING RPO09952	1	1	15.8
0010-02114	00 10 05	AUX PUMP LUBE OIL	SEAL RING RPO09952	1	1	15.8
0010-02115	00 10 05	EMERG PUMP LUBE OIL	WEAR RING RPO09951	1	1	104.9
0010-02116	00 10 05	EMER PUMP LUBE OIL	IMPELLER RPO09951	1	1	454.8
0010-02117	00 10 05	EMERG PUMP LUBE OIL	WEAR BUSHING RPO09951	1	1	274.5

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-02118	00 1005	EMERG PUMP LUBE OIL	BEARING BUSHING RPO09951	1	1	298.2
0010-02119	00 1005	EMERG PUMP LUBE OIL	REGISTER BUSHING RPO09951	1	1	60.7
0010-02120	00 10 05	EMERG PUMP LUBE OIL	SHAFT WITH KEY RPO09951	1	1	1077.3
0010-02121	00 1005	EMERGENCY PUMP LUBE OIL	SEAL 35X47X7 V40 223510	5	1	12.7
0010-02122	00 10 05	EMERG PMP L.O.	BALL BEARING RPO09951	1	1	100.9
0010-02123	00 10 05	EMERG PMP L.O.	GASKET COVER RPO09951	1	1	29.8
0010-02124	00 10 05	EMERG PMP L.O.	GASKET RPO09951	1	1	28.4
0010-02125	00 10 05	EMERG PMP L.O.	SEAL RING RPO09951	1	1	15.8
0010-02126	00 10 05	EMERG PMP L.O.	SEAL RING RPO09951	1	1	15.8
0010-02500	00 10 08	STARTER DETROIT DIESEL	125 VDC	1	1	3096
0010-02940		TELPAC AUDIO WARNING ALARM	#520-0581	1	0	1
0010-02941		DELAY TIMER GATE	#420555	1	1	88
0010-02941		delay timer gate #420555		0	0	0
0010-02942		MULTICODE TRANSMITTER	MODEL 3089 FREQ 300 B/M 1	1	1	25
0010-02942		multicode transmitter # 3089		0	0	0
0010-02950		GATE OPERATOR BRAKE	DISC KIT #920-0012	2	2	15.97
0010-02950		break disk kit #920-0012		0	0	0
0010-02951		GATE OPERATOR BRAKE PUCK	LEVER ASSEMBLY #420-0311	2	2	39.11
0010-02951		gate break puck lever assembly # 420-0311		0	0	0
0010-04050	00 10 11	FALSE START DRN VALVE R SHAW	84894-A1 G.E. #314A5267P001	1	1	1450
0010-04051	00 1005	LUBE OIL COOLER CONTROL	ROBERT SHAW- MN 1010-A2 R 115-1	1	1	1
0010-04055	00 10 11	FUEL NOZZLE PURGE VALVE	FISCHER #7525722. G.E. # 235A5840F	0	1	2640
0010-04056	001019	REG FILTER VPR54 FISHER CONT	#67AFR-239 35-100 MAX OUT	1	1	87.12
0010-04057	000901	GAS COMP, PRESSURE REG, RECIRC CONTR	FISCHER CONTROLS, #67AFR-R224	1	2	75.68
0010-05001	001012	WTR INJ PMP INDUCER STUD	ST06AA01AA2	2	1	7.4
0010-05002	00 10 12	WTR INJ PMP SHAFT SLEEVE/SLGER	SL02AA01DB1	2	1	171.5
0010-05003	001012	WTR INJ PMP TAB WASHER	WA02AA01DB2	2	1	2
0010-05004	00 10 12	WR INJ PMP FACE SEAL ROTATING	RJ09AA02RE	2	1	128.6
0010-05005	00 10 12	W R INJ PMP THROTTLE BUSHING	BU02AA08DB1	2	1	97.8
0010-05006	00 10 12	WTR INJ PMP MECH SEAL 1 1/4	SE04AA02A	2	1	190.3
0010-05007	00 10 12	W R INJ PMP SEAL REP KIT	PK0SE02A	1	1	66.3
0010-05008	00 10 12	WTR INJ PMP IMPELLER KEY	KD01AA01BB25069	2	1	7
0010-05009	00 10 12	WTR INJ PMP GASKET GK01AA02		1	2	6.7
0010-05010	00 10 12	WTR INJ PMP O RING REP KIT	RK0RP322VC024DB2	3	2	34.8
001065011	00 10 12	WTR INJ PMP SHAFT ASSY	SH01AB01AB	2	1	1082.1
0010-05012	00 10 12	WTR INJ PMP THRUST WASHER (SAME AS 50	WA05AA01262	1	1	23.5
0010-05013	00 10 12	WTR INJ PMP SEAL ASSY	SE04AA06A	2	1	214.4
0010-05014	00 10 12	WTR INJ PMP SEAL REP KIT	RK01SE06A	1	1	82.4
0010-05015	00 10 12	WTE INJECTION PMP "O" RING	14-043UA	4	4	1.1
0010-05016	00 10 12	WTR INJ PMP SPLINE LUBE	MP01AA10	1	1	4
0010-05017	00 10 12	WTR INJ PMP HOUSING GASKET	GK01AB01	3	4	2.7
0010-05018	00 10 12	WTR INJ PMP FACE SHIELD	ROTATING RJ09AA01RE	2	1	116.6
0010-05019	00 10 12	WTR INJ PMP JOURNAL BRG LOWER	BE09AB03	2	1	201
0010-05020	00 10 12	WTR INJ PMP JOURNAL BRG UPPER	BE09AB04	2	1	130.7

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-05021	00 10 12	WTR INJ PMP PUMP LUBE	PV01AB01	2	1	190.3
0010-05022	00 10 12	WTR INJ PMP SHAFTSEAL	20-019	2	1	4
0010-05023	00 10 12	WTR INJ PMP "O" RING	14-040VA	5	4	0.3
0010-05024	00 10 12	WTR INJ PMP OIL FILT	HASTING 147A	6	5	8.6
0010-05025	00 10 12	WTR INJ PMP THRUST WASHER (SAME AS 50	WA05AA01262	1	1	23.5
0010-05026	00 10 12	WTR INJ PMP BALL BRG FAF 308K		4	2	21.4
0010-05029		GAS VALVE ORBIT GP-8	STEM PACKING 1 LB CAN A0055	0	2	36
0010-05049	00 09 01	CASE LEVEL CONTROL LINCOLN	880496	1	2	132
0010-05240		LEVEL SW W/SS FLOAT	MURPHYS MODELL1200	2	2	146.5
0010-05241		LEVEL SW W/SS FLOAT	MURPHYS MODELL1200N	2	2	162.5
0010-05242		LEVEL SW MURPHYS	MODEL LM301EX	3	2	165
0010-05250	00 06	SERVICE AIR V EELT	SUMMIT #6 1437.0	3	3	35.8
0010-05251	00 06	SERVICE AIR FILTER CARTRIDGE	SUMMIT #602150	2	3	30.7
0010-05252	00 06	SERVICE AIR CHECKVALVE	SUMMIT#8.0274.1	3	3	66.8
0010-05253	00 06	SERVICE AIR SOLENOID VALVE	SUMMIT#71368.0	3	3	164.4
0010-05254	00 06	SERVICE AIR VALVE PLATE	SUMMIT#5.0202.0	3	3	182.2
0010-05255	FS1/200 06	SERVICE AIR MOTOR	SUMMIT #7.2118.1		1	709.2
0010-05256	00 06	SERVICE AIR MOTOR STARTER	SUMMIT#7.3402.0	1	1	87.2
0010-05257	00 06	SERVICE AIR OVERLOAD RELAY	SUMMIT#7.3455.0	1	1	67.9
0010-05258	00 06	SERVICE AIR BASE	SUMMIT#7.3465.0	1	1	19.5
0010-05259	00 06 01	SRVICE AIR FUSE	SUMMIT #7.3300.0	3	3	4.5
0010-05260	00 06	SERVICE AIR TRANSFORMER	SUMMIT#7.2220.0	1	1	133.5
0010-05261	00 06	SERVICE AIR CONTROL RELAY	SUMMIT#7.2066.0	1	1	47
0010-05262	W 06 00	SERVICE AIR TIME DELAY RELAY	SUMMIT#7.0467.0	1	1	131.2
0010-05263	00 06	SERVICE AIR SLEEVE C135	F/FCS-35 CENTRIFUGAL SEP	1	6	8
0010-05264	00 06	SERVICE AIR FILTER CART C320	FORF20	2	2	27
0010-05265	W 06	SERVICE AIR TET-052	TIMED ELECTRIC TRAP	1	1	145
0010-05266	00 06	SERVICE AIR DRYER OVERLOAD	SUMMIT #5925.572.4	1	1	5
0010-05267	00 06	SERVICE AIR DRYER START RELAY	SUMMIT 5945.659.5	1		11
0010-05268	00 06	SERVICE AIR DRYER FAN SWITCH	SUMMIT #4130.143.10	1	1	27.5
0010-05269	00 06	SERVICE AIR DRYER SEP FILTER	SLEEVE SUMMIT #0734 C135	2	3	8
0010-05300	00 10 08	HYDR RATCHET, SELF REGULATING VALVE (VF	665-9-1/2 SS28 P5	3	2	251.5
0010-05301	00 10 19	OVERSPEED TRI P	SWITCH RJO17153	1	1	181.4
0010-05302	00 10 19	OVERSPEED TRI P	PISTON SMR50527	1	1	514.5
0010-05303	00 10 19	OVERSPEED TRI P	SPRING RMR12020	1	1	10.5
0010-05304	00 10 19	OVERSPEED TRI P	SPRING RMR09342	1	1	19.4
0010-05305	00 10 19	OVERSPEED TRI P	SPRING RMR09341	1	1	4.7
0010-05306	00 10 19	OVERSPEED TRI P	GASKET KFZ304550514	1	1	5.3
0010-05307	W 10 19	OVERSPEED TRI P	SEAL KING KHZ77V88	1	1	18.4
0010-05308	00 10 19	OVERSPEED TRI P	SEAL RING RAZ11067	1	1	25.2
0010-05309	00 10 19	OVERSPEED TRI P	FUEL OIL STOP VALVE SMO1551701	1	1	8482.3
0010-05310	00 10 11	VALVE FUEL OIL BY-PASS	VALVE ASSY SMO1557800	1	1	3061.6
0010-05311	00 10 11	VALVE FUEL OIL BYJPASS	CYLINDER HYDRAULIC SMO31062	1	1	1102.5
0010-05312	00 10 08	CONTROL ASSY HYDR RACHET	SEQUENCY VALVE RVO07008	1	1	3368

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0010-05313	00 10 08	CONTROL ASSY.. HYDR. RACHET	HYDRAULIC FILTER RFO03952	0	0	1
0010-05314	00 10 08	HYDR. RACHET. SAFETY VALVE (VR3 - 1500 P	HYDRAULIC VALVE RVO37710	0	0	1
0010-05315	00 10 08	CON-ROL ASSY , HYDR RACHET	CHECK VALVE RVO10748	0	0	1
001045316	00 10 08	REGULATOR CRANK MECHAN SM	BUSHING SMV25567	1	1	295.1
0010-05317	00 10 08	REGULATOR CRANK MECHAN SM	SPRING RM809373	1	1	15.3
0010-05318	00 10 08	REGULATOR CRANK NECHAN SM	HYDRAULIC CYLINDER SMG31043	1	1	601.7
0010-05319	00 10 08	STARTING MEANS ARR	SPEED METER RTO00127	1	1	164.4
0010-05320	00 10 08	STARTING MEANS ARR	DRIVE CABLE RFO30077	1	1	4.5
0010-05321	00 10 08	STARTING MEANS ARR	SOLENOID VALVE RE003755	1	1	440
0010-05322	00 10 08	DRIVE MEANS BELT	815L12 12RIB4	1	1	68.04
0010-05323	00 10 08	STARTING MEANS ARR	SCREW RVQ21325	1	1	14.7
0010-05324	00 10 08	STARTING MEANS ARR	WASHER FNP03265	1	1	2.7
0010-05325	00 10 08	STARTING MEANS ARR	SHEAVE AND HUB RRO38004	1	1	148.6
0010-05326	00 10 08	STARTING MEANS ARR	KEY RC008751	2	2	8.6
0010-05328	00 10 10	STOP/RATIO GAS CONTROL VALVE	VALVE PLUB SMR60121	2	2	812.7
0010-05329	00 10 10	STOP/RATIO GAS CONTROL VALVE	TICE GUIDE SMV33877	2	2	240.5
0010-05330	00 10 10	STOP/RATIO GAS CONTROL VALVE	HY. CYLINDER SMO0205400	2	2	461.6
0010-05331	00 10 10	STOP/RATIO GAS CONTROL VALVE	GASKET SMR33874	2	2	7.7
0010-05332	00 10 10	STOP/RATIO GAS CONTROL VALVE	SPRING RMO14566	2	2	872.6
0010-05333	00 10 10	STOP/RATIO GAS CONTROL VALVE	SEAT SPRING SMP33865	2	2	200.6
0010-05334	00 10 10	STOP/RATIO GAS CONTROL VALVE	SEAT VALVE SMR33366	2	2	268.8
0010-05335	00 10 10	STOP/RATIO GAS CONTROL VALVE	STEM VALVE SMR33867	2	2	258.3
0010-05336	00 10 10	STOP/RATIO GAS CONTROL VALVE	SPRING SM033873	2	2	90.3
0010-05337	00 10 10	STOP RATIO GAS CONTROL VALVE	SEAT SPRING SMR33879	2	2	42
0010-05338	00 10 10	STOP/RATIO GAS CONT VLV	PACKING RING SMZ33868	4	4	6
001045339	00 10 10	STOP/RATIO GAS CONT VLV	ST JFFING BOX SMV33862	2	2	60
0010-05340	00 10 10	STOP/RATIO GAS CONT VLV	SEAL RING RAZ11033	2	2	30.7
0010-05341	00 10 10	STOP/RATIO GAS CONT VLV	RETAINER RING SMV33863	2	2	188.3
0010-05342	00 10 10	STOP RATIO GAS CONT VLV	SEAL RING RAZ11070	2	2	30.7
0010-05343	00 10 10	STOP/RATIO GAS CONT VLV	HY. TRIP RELAY SMG0204601	1	1	1575
0010-05344	00 10 10	STOP/RATIO GAS CONT VLV	SLEEVE RMP01205	3	3	5.8
0010-05345	00 10 10	STOP/RATIO GAS CONT VLV	TRANSDUCER (95GC) RTO74274	3	3	1234.9
0010-05346	00 10 10	STOP/RATIO GAS CONT VLV	BUSHING SMR33875	2	2	180.3
0010-05347	00 10 19	ACTUATOR ARR, IGV	CYLINDER, HYDRAULIC SMO31042	0	0	0
0010-05348	00 10 19	ACTUATOR ARR, IGV	BRG MORRIS-FLBG-24	0	0	1
0010-05349	00 10 19	ACTUATOR ARR, IGV	LIMIT SWITCH RJO13534	0	0	1
0010-05350	00 10 11	PUMP, ROTARY FUEL OIL	PUMP COMPLETE RPO14540	0	0	1
0010-05351	00 10 11	FLOW DIVIDER, LIQUID FUEL	FLOW DIVIDER RPO14754	0	0	1
0010-05352	00 10 19	IGV PIPING ARR	FLUX CONTROL VALVE RVO14107	1	1	351.5
0010-05353	00 10 19	IGV PIPING ARR	SOLENOID VALVE RE003307	1	1	232.5
0010-05354	00 10 05	FEED & DRAIN BRG OIL	FLOW SIGHT INDICATOR RJO02147	4	4	52.1
0010-05355	00 10 05	FEED & DRAIN BRG OIL	FLOW SIGHT, INCICATOR RJO02148	0	0	4
0010-05356	00 10 19	PIPING ARR., CONTROL OIL	NEEDLE VALVE RVO02829	0	0	1
0010-05357	00 10 19	PIPING ARR., CONTROL OIL	CHECK VALVE RVO10127	0	0	1

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0010-05358	00 10 09	COOLING AND SEALING AIR	SOLENOID VALVE RVO32034	1	1	4524.7
0010-05359	00 10 09	COOLING AND SEALING AIR	EXPANSION COUPLING RGR27251	2	2	208.6
0010-05360	00 10 09	COOLING AND SEALING AIR	AIR SEPARATOR RE002427	1	1	327.7
0010-05361	00 10 11	FLOW DIVIDER	MAGNETIC PICK-UP RRO52936	1	1	192.8
0010-05362	00 10 11	FLOW DIVIDER	PRESSURE GAUGE RMO30180	1	1	514.8
0010-05363	00 10 11	FLOW DIVIDER	THERMOSTAT RTO28189	1	1	192.8
0010-05364	00 10 11	FLOW DIVIDER	HEATER RRO23446	1	1	77.7
0010-05365	00 10 11	FLOW DIVIDER	CLOSURE RAZ13513	1	1	7.7
0010-05366	00 10 11	FLOW DIVIDER	CLOSURE RAZ13511	1	1	6.1
0010-05367	00 10 11	FUEL OIL	GASKET KFZ195500034	2	2	2.3
0010-05369	00 10 11	FUEL OIL	NEEDLE VALVE RVO02285	2	2	79.4
0010-05370	00 10 11	FUEL OIL	GASKET KFZ195540034	2	2	2.8
0010-05371	00 10 11	FUEL OIL	HY. FILTER RFO03950	1	1	26
0010-05372	00 10 11	FUEL OIL	O-RING RAZ13512	2	2	6.8
0010-05373	00 10 11	FUEL OIL O-RING	CLOSURE RAZ13653	2	2	10.9
0010-05374	00 10 10	FUEL GAS	SOLENOID VALVE RE003666	1	1	476.3
0010-05375	00 10 08	STARTING MEANS PIPING	CHECK VALVE RVO10618	1	1	84.6
0010-05376	00 10 08	STARTING MEANS PIPING	GASKET RFZ281750034	1	1	21.5
0010-05377	00 10 08	STARTING MEANS PIPING	O-RING RAZ13512	2	2	6.8
0010-05378	00 10 08	STARTING MEANS PIPING	VALVE RVO10164	1	1	77.7
0010-05379	00 10 08	STARTING MEANS PIPING	NEEDLE VALVE RVO02250	1	1	28.7
0010-05380	00 10 08	STARTING MEANS PIPING	SERVO VALVE RE003461	1	1	982.1
0010-05381	00 10 08	STARTING MEANS PIPING	GASKET KFZ212880054	1	1	3.2
0010-05382	00 10 08	STARTING MEANS PIPING	2" 150 PSI FLEXITALLIC	0	1	2.8
0010-05383	00 10 19	VALV OPER-FUEL NOZZLE PURGE	FISCH.7525722 GE 235A5840P005	2	1	1152.2
0010-05384	00 10 19	FUEL NOZZLE DRAIN	SOLENOID VALVE RE003764	2	1	342.5
0010-05386	00 10 18	ATOMIZING AIR	SOLENOID VALVE RE003764	20	1	342.5
0010-05387	00 10 18	ATOMIZING AIR	THERMOSTAT RTO28079	1	1	245
0010-05388	00 10 18	ATOMIZING AIR	FILTER RFO02522	1	1	187.1
0010-05389	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMO29564	1	1	81.7
0010-05390	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMO29288	2	1	81.7
0010-05391	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMO29370	1	1	81.7
0010-05392	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMO29761	1	1	81.7
0010-05393	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMO30167	1	1	81.7
0010-05394	00 10 19	IGV ACTUATOR SEAL KIT	#76121 0325 0137	5	6	94.81
0010-05395	00 10 05	CABINET GAUGE ASSY	PRESSURE GAUGE RMR36755	1	1	373.1
0010-05396	00 10 10	FUEL GAS FILTER	"Y" TYPE RFO02515	0	0	1
0010-05397	00 08 02	AIR SEPARATOR	RFO02465	1	1	779.1
0010-05398	00 10 18	ATOMIZ AIR SEPARATOR	ATOMIZ AIR SEPARATOR RFO02791	1	1	3969
0010-05399	00 10 11	FUEL OIL FILTER	TRANSFER VALVE RVO08231	1	1	1224.7
0010-05400	00 10 11	FUEL OIL FILTER	NEEDLE VALVE RVO039810000	1	1	82.2
0010-05401	00 10 11	FUEL OIL FILTER	NEEDLE VALVE RVO03392	2	0	128.1
0010-05450	00 10 16	GAS TURBINE T P PACKING	158A3820P002	2	4	61
0010-05451	00 10 16	GAS TURBINE T P BOLT	225A8257P001	20	20	27

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-05452	00 10 16	S TURBINE TP LKPLATE	193E7869P003	20	20	8.25
0010-05453	00 10 16	GAS TURBINE LOCK PLATE	294A0150P006	53	40	1
0010-05454	00 10 16	GAS TURBINE HEX NUT	N204P00035	60	40	0.5
0010-05455	00 10 16	GASTUREINETP END SEAL	256A1893P001	20	20	57.97
0010-05456	00 10 16	GAS TURBINE XFIRE RET	919B0310P001	20	20	19
0010-05457	FB148	GAS TURBINE SPKPG SEAL	158A5831P001	2	2	15
001065458	00 10 19	LIQUID FUEL CHECK VALVE	GE PN311A5487P005	10	10	123
0010-05459	00 10 19	PURGE AIR CHECK VALVE	GE-336A2436P001	15	15	109
0010-05460		GAS TURBINE LOCK PLATE	287A1683P001	55	22	11
0010-05465		LIQUID FUEL CHECK VALVE	REBUILD KIT #MS-6C-4392 KIT	0	10	17.4
0010-05500		CVR BRG RER DR ASSY ST/S	COULDS #B0077B0000	0	1	18.86
0010-05501		ERG BALL	GOULD #8049 305000000	0	2	50.02
0010-05502		DEFLECTOR	GOULDS # a00187B01	0	2	2.46
0010-05503		NUT LK BRG DR ASSY	GOULDS #8601 0005 0000	0	1	4.1
0010-05504		BRG STDY ST/SC	GOULDS #B00266B01	0	6	67.24
0010-05505		SEAL OIL NATIONAL	GOULDS 8690 470410000	0	1	6.8
001005600		UNION TEE 8-8-8 JBZ SS		8	10	32.35
0010-05601		TUBE END RED 12-8 TRBZSS		10	10	11.02
0010-05602		MALE ELBOW 8-6 CEZ SS		5	10	16.63
0010-05603		MALE CONN FBZ SS 8-8		6	10	12.8
0010-05604		MALE CONN FBZ SS 8-4		6	10	10.1
0010-05605		UNION RED 8-8 HBZ SS		7	10	16.79
001005750	001005	40 KW HTR CENTRIFUGE		1	1	10850
0010-05751	00 10 05	40 KW AUXI HTR COMP		1	1	2875
0010-05800		GASKET FLEX 6 " 150 LB		10	12	4.5
0010-05801		GASKET FLEX 4 " 150 LE		10	10	3.45
0010-05802		GASKET FLEX 3" 3-4-600 API 601		9	10	2.74
0010-05803		GASKET FLEX 17 x 16 518 x 3116		49	50	4.34
0010-05810	00 10 07	GASKET SPIRAL WOUND 3000 PSI	1 3/4" X 3 1/32" X 3/16" THICK	10	10	5.87
0010-05811	00 10 07	GASKET SPIRAL WOUND 3000 PSI	2 1/16" X 1 3/16" X 3/16" THICK	10	10	6.31
0010-05815	00 10 16	GASKET 1"34 600API001	FUEL NOZZLE FLANGE GASKET	100	100	1.88
0010-05816	00 10 16	GASKET - 11" x 7 3/4" GARLOCK	FUEL NOZZLE GASKET	38	50	5.3
0010-05817		GASKET 1 1/8" ASBESTOS FILL COPP		105	100	1
0010-05820		BALL VLV SEAT & GASKET	1 1/2"	1	1	33
0010-05821		BALL VLV	BALL 1 1/2"	1	1	138
0010-05822		BALL VLV SEAT & GASKET	3 INCH	1	1	78
0010-05823		BALL VLV	BALL 3 INCH	1	1	445
0010-05900	00 10 08	FILTER, AIR DIESEL START ENG	VORTOX 160A	10	10	52.66
0010-05901	00 10 08	FILTER LO BALDWIN 6-95		1	20	30.53
0010-05902	00 10 08	FILTER FO BALDWIN BF-785		0	10	34.2
0010-05903	00 10 08	FILTER FO BALDWIN BF-784		0	5	29.36
0010-05904	00 08 02	FILTER FO VELCON 1G224TB		6	3	67.1
0010-05905	00 08 02	FILTER FO VELCON S0424G		3	1	103.9
0010-05906	00 08 02	FILTER GASKETVELCON GO 495A		4	2	24.8

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0010-05907	00 09 02	FILTER GASKET CONSLER 6038VF0		1	1	91.95
0010-05908	00 10 12	FILTER GASKET CONSLER 6036VF0		1	1	50.95
0010-05909	00 09 02	FILTER GASKET CONSLER 6037VF0		1	1	69.5
0010-05910	00 11 04	GEN AIR FILT-PUROLATOR	SERVA-PAK,24x24x36,8 POCK,95%	36	40	46.35
0010-05911	00 10 13	FILTER TURBINE A R DURACELL	RM60D201-544	20	20	57.95
0010-05912	00 10 12	FILTER W1 PP SHNDRA 320-0148N7		1	1	270.9
0010-05913	00 09 02	FILTER MG SHNDRA 321-1393K140		1	1	49.25
0010-05914	00 10 05	FILTER LO REFILCO PL718-5-56		15	100	17.85
0010-05915	03 09 01	FILTER GPLO NUGENT 30-400-205		5	1	34.85
0010-05916	00 10 05	FILTER HILLIARD PL511-03-022LP	HILLIARD PL511-03-022LPO	1	12	20.85
0010-05917	00 10 12	FILTER BALDWIN B-163	88WN GEARBOX	0	5	11.95
0010-05918	00 10 07	FILTER HYD OIL	PALL NO 8C9601FUP11YGE	48	0	1
0010-05919	00 10 18	FILTER PORUS 3/4 x 1 3/4 x 4		7	1	32
0010-05920	00 10 18	TURB COMP POURUS FILT #5251		8	4	39
0010-05921	45 09 01	FILTER GAS COMPRESSOR L.O.	SHANDRA 320-0288K41 ALAMEDA	4	6	245.
0010-05923		FILTER HASTINGS #972		0	6	4.77
0010-05924	00 15 04	FILTER HASTINGS #851	FORD F-350 FUEL OIL	1	20	9.57
0010-05925	00 15 04	FILTER HASTINGS #P441	FORD F-350 LUBE OIL	1	36	9.17
0010-05926		AIR CLEANER ASSY	FRAM FA70P L0E	0	2	33.27
0010-05927	00 02 03	FILTER AIR PORTABLE GENERATOR	WIX 42126	18	4	17.49
0010-05928	00 02 03	FILTER OIL PORTABLE GENERATOR	ISUZU 1878106751	2	4	9.9
0010-05929	00 02 03	FILTER GAS PORTABLE GENERATOR	ISUZU 988511-1911	1	4	4.82
0010-05930	00 15 01	FILTER ELEMENT #32012957	SHOP COMPRESSOR IR	2	2	21.6
0010-05932	00 03 01	FILTER CARTRIDGE WATER	UNITED FILTERS UC-5-R-30-P	6	30	7.64
0010-05935	00 07 01	BAG FILTER PEIF-25-P2P	DEMIN SYS BEN112 VESSEL	40	50	4.21
0010-05936	00 07 01	BAG FILTER PEIF-05-P2P	DEMIN SYSTEM BFN112 VESSEL	20	50	4.21
0010-05937	00 07 01	BAG FILTER PFIF-0'-P2P	DEMIN SYS BFN112 VESSEL	41	50	4.95
0010-05938	00 07 01	GASKET P/N 30C90/EGR 3009B	DFM N SYS MATERIAL B-BFN	10	10	5.8
0010-05940		FLOAT VALVE ASSY #5200	FOR ORF-20 OIL FILTER	1	1	24
0010-05940		float valve # 5200 FOUR ORF-20		0	0	0
0010-05941		FLOAT VALVE ASSY #4170	FOR FCS-35 WATER SEPARATOR	1	1	35
0010-05941		FLOAT VALVE ASSY # 4170		0	0	0
0010-05950	00 10 05	DRIVE BELT LUBE OIL COOLER		0	12	7.8
0010-05950		DRIVE BELT LUBE OIL COOLER		12	0	0
0010-05951		DDI SKID DISCHARGE BEARING	1120031	0	1	3.53
0010-05951		DI SKID DISC BEARING #20C31		1	0	0
0010-05952		DI SKID MECHANICAL SEAL	K T #21174	0	1	40
0010-05952		DI SKID MEC SEAL KIT #21174		1	0	0
0010-05953		DI SKID PUMP CASING O RING	#20050	0	1	2.2
0010-05953		DI SKID PUMP CASE O-RING #20050	□□□□1□□□/□□□	1	0	0
0010-05954		DI SKID SEAL HOLDER O RING	1120052	1	1	0.65
0010-05954		D SKID SEAL HOLDER #20052		1		0
0010-05955		DI SKID PUMP SHAFT ASS	#SS1800X-1085	1		125.08

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0010-05955		DI SKID PUMP SHAFT ASS# SSI800X-1085		1	0	0
0010-05956		DI SKID INTER BEARING	SLEEVE #20033	1	1	13.6
0010-05956		DI SKID INTER BEARING SLEVE		1	0	0
0010-05975	00 07 01	ULTRAVIOLET LAMP DEMIN SKID	POLYMETRICS#3084	20	6	66.75
0010-05976	00 07 01	BALLAST 118V/60HZ DEMIN SKID	POLYMETRICS#3101	20	1	89
0010-05977	00 07 01	QUARTZ SLEEVE DEMIN SKID	POLYMETRICS#3184	20	2	65.8
0010-05978	00 07 01	"O" RING DEMIN SKIP	POLYMETRICS#4253	12	12	2
0010-05979	00 07 01	FAN 118V/60HZ DE MIN SKID	POLYMETRICS#4205	2	1	67.5
0010-06001	00 10 12	WTR INJ PRESS SWTCH 0-200 PSI	MDL 358 TYPE H122	6	6	190.35
001066002	00 10 12	WTR INJ PRESS SWTCH 200-300	PSI MDL 612 TYPE H122	4	3	210.6
0010-06003	00 10 12	WTR INJ PRESS SWCH 3-30 PSI	MDL 147 TYPE T120K-147	3	3	212.22
0010-06004	00 10 12	WTR INJ TEMP S W C H0-225°F	MDL C120-120	1	3	112.59
0010-06005	00 10 03	VERTICAL DETECT A FIRE UNIT	#27120-0 325 F	4	1	91.25
0010-06006	00 10 03	VERTICAL DETECT A FIRE UNIT	#27120-0 450 F	4	1	145
001066008	00 10 13	CONTROLLER HUM MON 3127-R-CT		1	1	3580
0010-06009	00 10 13	HJM DTY SENSCR PROBE	EPC#RS1411-212-F	2	2	1650
0010-06011		PRESURE SWTCH 6C4VA-1		3	5	101
0010-06012		PRESSURE SWTCH 6C4GA-5		6	5	105
0010-06013	00 03 03	FENWALL 18021-U. -100 TO 400, CLOSE RISING NO 18021-0		8	0	1
0010-06014		FENWALL 17000-0. -100 TO 400, OPEN RISING NO 17000-0		1	0	1
0010-06015		FENWALL 18023-0. -100 TO 600, CLOSE RISING NO 18023-0		1	0	1
0010-06016	000303	FENWALL 17020-51. -100 TO 300, OPEN RISING NO 11204-5111702041		3	0	1
0010-06017	00 03 03	FENWALL 20310-0. SNAP ACTION		3	5	53.05
0010-06018	000303	FENWALL 17002-0. -100 TO 600, OPEN RISING		3	5	61.75
001066019	000303	FENWALL SWITCH TEMP 17021-0	CLOSES RISING	3	5	50.55
001066021	031301	02 MON CONTROL ASSEMBLY		1	1	1882.5
001046022	12 13 02	02 MON CELL INSTALLATIONKIT NO 8039002 NO 80390028-1		4	4	1333
0010-06023	03 13 01	NOX MON GRAFOIL RING	81000790-2	1	2	37
0010-06025	03 13 01	NOX MON UV LAM P ASSY	81000161-1	3	3	250
0010-06025	03 13 01	NOX MON UV LAM P ASSY	81000161-1	3	3	413
0010-06026	03 13 01	NOX MON GASKET PIN 810001054-1		1	2	11.25
0010-06027	03 13 01	NOX MON GASKET PIN 810001054-2		2	2	11.25
0010-06028	03 13 01	NOX MON MAINTENANCE KIT		1	2	470.25
001066029	03 13 01	NOX MON SCANNERASSY		1	3	1046.25
0010-06030	03 13 01	NOX MON SOLINOID KIT		1	1	235.5
0010-06031	03 13 01	NOX MON TRANSCEIVER HTR CONT		1	1	185.25
001066032	03 13 01	NOX MON TRANSCEIVER PCB		1	1	849
0010-06033	03 13 01	NOX MON POWER SUPPLY UNICON700		1	1	260.25
0010-06034	03 13 01	NOX MON TRANSFORMER		1	1	210.75
001046035	03 13 01	NOX MON SER DATAACQ PCB		1	1	564
001046037	03 13 01	NOX MON PCB CPU ASSY		1	1	2141.25
0010-06038	03 13 01	NOX MON DAC MODULE		1	1	413.25
0010-06039	03 13 01	NOX MON I/O ML MODULE		1	1	654.75
0010-06040	03 13 01	02 MON PCB FRONT PANEL		1	1	690.75

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-06041	03 13 01	NOX MON CERAMIC FILTER	NO 81001052	2	2	146.25
0010-06042	03 13 01	NOX MON FILTER GASKETS	NO 81001053	1	4	11.25
0010-06043	03 13 01	NOX MON BULKHEAD P.CTAILS		1	1	61.5
0010-06045	03 13 01	SOLINOID REBUILD KIT 302230		6	3	39.5
0010-06046	03 13 01	SOLINOID REBUILD KIT K302-448		4	3	70
0010-06047	03 13 01	NOX MON PM POWER	SUPPLY 40000003	1	1	379
0010-06049	03 13 01	NOX MON DYNODE CHAIN	81000883-1	1	1	274
0010-06060		THERMOCOUPLE RTO 655017-20		100	100	1
0010-06061		THERMOCOUPLE RTO 655016-20		6	9	1
0010-06080		FLOWMETER MDL 1-82F6E4		1	1	1458
0010-06081		FLOWMETER MDL 3/4-82F6E4		1	1	1430
0010-06082		TRANSMITTER MDL PA109FD		2	1	289
0010-06090		ELECTRONICS PORTION A1500	VALVE ACTUATOR #A151850XXX	1	1	1590
0010-06100	00 13 03	FUEL WTR RECORDER CHART 0-100	FOX NO 53001-6TX 3/8C	58	100	5.87
0010-06169		GAS VALVE LINEAR POSITION	TRANSDUCER 311A5178P002	4	4	800
0010-06199	00 10 05	IMMERSION HEATER LO. TANK	RRO 23720	2	2	588
0010-06200	00 10 19	WHEELSPACE THERMOCOUPLE	GE #297A0585P001013	11	8	78.91
0010-06201	00 10 19	TURBINE CASE - THERMOCOUPLE	RTO65014	21	2	81.4
0010-06202	00 10 19	TURBINE CASE - THERMOCOUPLE	RTO65016	1	2	69.7
0010-06203	00 10 19	TURBINE CASE - THERMOCOUPLE	RTO63481	1	1	66.9
0010-06204	00 10 05	INSTRUM. TURBINE LUBE SYSTEM	THERMOCOUPLE RTO63486	1	1	66.9
0010-06205	00 10 05	INSTRUM. TURBINE LUBE SYSTEM	THERMOCOUPLE RTO63485	1	1	78.2
0010-06206	00 10 05	INSTRUM. TURBINE LUBE SYSTEM	TEMPERATURE GAUGE RTO26150	1	1	76
0010-06207	00 10 05	INSTRUM. TUSB NE LUBE SYSTEM	TEMPERATURE GAUGE RTO26152	1	1	76
0010-06208	00 10 10	GAS FUEL - SERVOVALVE,	MOOG#D077-008, REQ-03444 GE#3'	1	1	1621.6
0010-06209		CONTROL SYSTEM DEVICE	SERVOVALVE RVO25947	1	1	1621.6
0010-06210		TRANSDUCER @ SERVOVALVE ARR	TRANSDUCER (96FG) RTO73005	1	1	990.2
0010-06211		CONTROL SYSTEM DEVICE	TRANSDUCER (96CD) RTO73136	1	1	1038.5
0010-06212		CONTROL SYSTEM DEVICE	GASKET KFZ223040594	1	1	4.5
0010-06213		CONTROL SYSTEM DEVICE	GASKET KFZ310090524	1	1	20.4
0010-06214		CONTROL SYSTEM DEVICE	GASKET KFZ227400514	1	1	10.2
0010-06216		CONTROL SYSTEM DEVICE	O-RING RAZ13512	2	2	6.8
001066217	00 10 04	TURB SHAFT MAGNETIC SPEED PICK-UP	AIRPAX 937651, 085 101 0028 84B	9	0	3
0010-06218		THERMOCOUPLE, ISUL	THERMOCOUPLE RTO65017	0	0	18
0010-06219	00 10 19	WHEEL SPACE THERMOCOUPLE	GW #297A0581P004	12	8	91
0010-06220	00 10 05	IMMERSION HEATER LUBE	WASHER SMR20917	3	3	6.1
0010-06221	00 10 05	IMMERSION HEATER LUBE	TEMPERATURE SWITCH RTO28074	20	2	690.6
0010-06222	00 10 05	IMMERSION HEATER LUBE	TEMPERATURE SWITCH RTO28073	1	4	232.5
0010-06223	00 10 19	IGNITION TRANSFORMER	IGNITION TRANSFORMER RTO44011	7	2	510.3
0010-06224	00 10 19	IGNITION TRANSFORMER	LOCK WASHER SMR50125	0	8	9.6
0010-06225	00 10 19	IGNITION TRANSFORMER	CYLINDER SMR31064	2	2	89.6
001046226	00 10 19	IGNITION TRANSFORMER	PISTON SMR50540	2	1	300.5
0010-06227	00 10 19	IGNITION TRANSFORMER	SPRING RMU14348	2	2	55.5
0010-06228	00 10 19	IGNITION TRANSFORMER	GASKET KFZ194380704	0	4	15.2

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0010-06229	00 10 19	IGNITION TRANSFORMER	SHELL SMR31033	2	2	81.9
0010-06230	00 10 19	IGNITION TRANSFORMER	SEALANT (100 GR) MAM100055	3	2	13.7
0010-06231	00 10 19	SPARK PLUG LEAD	SPARK PLUG LEAD SMO1892509	1	1	225.2
0010-06232	00 10 19	SPARK PLUG LEAD	SPARK PLUG LEAD SMO1892508	1	1	269.9
0010-06235	00 10 03	GAS DETECTOR	GAS DETECTOR HEAD RAO18195	8	1	1125
0010-06400		GENERATOR BEARING METAL TEMP	SWITCH MASTER GENOVA GEWISS	1	1	0
0010-06400		GEN BEARING METAL TEMP SWITCH		0	0	
0010-06401		LOAD GEAR OIL TEMP R.T.D	001105	0	0	
0010-06402		LOAD GEAR TEMP IND	SWITCH MASTER GENOVA	2	1	0
0010-06402		LOAD GEAR TEMP SWITCH		0	0	0
0010-06403		GENERATOR R-D ANSALDO		1	1	
0010-06404		GENERATOR HEATER THERMOSTAT		2	1	
0010-06404		GEN HEATER T STAT		0	0	
001006405		GENERATOR SLIP RING COOLING	AIR R+D MASTER 1PT 100 DIN	1	1	
001006405		GEN SLIP RING COOLING AIR R=D MASTER 11		0	0	
0010-06406		GENERATOR COOLING AIR TEMP	INDICATING SWITCH	1	1	
0010-06406		GEN COOLING AIR TEMP SWITCH		0	0	0
0010-06990	00 10 10	GAS TEMP TRANSD 0-200F	DANIEL M/N 415-11411120		1	950
0010-06995	00 10 10	GAS DP SENSOR MOD	ROSEMNT #1151-0011-0032	2	1	630
0010-06996	001010	GAS DP TRANSMIT 0-30" H2O	4-20MA 45VDC 1151DP3E12B2E6	1	1	1005
0010-06997	001010	GAS DP TRANSMIT 0-125" H2O	4-20MA 48VDC 1151DP4E12B2E6	1	1	910
0010-07001	0010 10	FUEL FLOW COMP POWER SUPP MOD	DE8707 3-2200-017	2	2	285
0010-07002		FUEL FLOW COMP COUNTER 6 DIGIT 5-2201-		0	0	0
0010-07003	00 10 10	FUEL FLOW COMP DISPLAY LED	4 DIGIT CE 8663 3-2270-005	2	2	360
0010-07004	001010	FUEL FLOW COMP PC BOARD NO 1	3-2270-002	2	2	515
0010-07005	001010	FUEL FLOW COMP PC BOARD NO 2	32270-004	2	2	350
0010-07006	00 10 10	FUEL FLOW COMP PC BOARD NO 3	3-2270-006	2	2	515
0010-07012		DC POWER SUPPLY STM24-8.2 M20	EXCITATION SORENSEN CO.	1	1	1268
0010-07012		DC POWER SUPPLY STM24-8.2 M20		0	0	0
0010-07013		DC POWER SUPPLY STM24-21M20	EXCITATION SORENSEN CO.	1	1	1350
0010-07013		DC POWER SUPPLY STM24-21M.20		0	0	0
0010-07020		TRANSDUCER WATT XL31K5A2		2	1	460
0010-07021		TRANSDUCER VOLT XLV31K5A2		2	1	481
0010-07022		TRANSDUCER VOLT VT110A2		1	1	101
0010-07036		INTERTR 250VA 125VDC-115VAC		1	1	1428
0010-07040	00 10 14	SPEEDTRONICS ANALOG-DIGITAL CD	DS3800 NDAC1D1D	2	2	5159.2
0010-07041	00 10 14	SPEEDTRONICS DISPLAY DRIVER	GE #DA3800HDDA	1		1853
0010-07042	00 10 14	SPEEDTRONICS MICRO PROCESSOR	GE #DS53800HMPA	1	1	7032
0010-07043	00 10 14	SPEEDTRONICS ANALOG OUTPUT	GE #DS3800NDAC	1		4863
0010-07044	00 10 14	SPEEDTRONICS OVERTEMP TRIP	GW #DS3800NOTA	1	1	4981
0010-07045	00 10 14	SPEEDTRONIX - ITS POWER SUPPLY	PS GE#DS3820PS3A	2	1	18669
0010-07056	00 10 12	FLOW COMPUTER 2272-111211122		2	2	2732
0010-07100	00 11 03	GEN CONT PNLTEMP MONITOR P.C.	BOARD 47341521321125 VDC	3	0	1
0010-07101	00 11 03	GEN CONT PNLTEMP MONITOR P.C.	BOARD 4000/1/52132/125 VDC	2	0	1

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0010-07150	00 13 03	DISPOSABLE PENS SERIES 51	82-51-1012-03A RED	8	3	24.72
0010-07151	00 13 03	DISPOSABLE PENS SERIES 51	82-51-0213-03A BLUE	6	9	24.72
0010-07152	00 13 03	DISPOSABLE PENS SERIES 51	82-51-2014-03A GREEN	6	9	24.72
0010-07300	00 17 04	HVAC , SHOP CONTACTOR	HN52KC051	0	2	16.27
0010-07300		SHOP CONTACTOR #HN52KC051		1	0	0
0010-07301		HVAC SHOP CAPACITOR	SINGLE #P291-0503	0	2	5.4
0010-07301		SHOP CAPACITOR SINGLE # P291-0503		2	0	0
0010-07302		HVAC SHOP DEFROST	CONTROL #HK32FA006	2	2	61.04
0010-07302		SHOP DEFROST CONTROL # HK32FA006		0	0	0
0010-07303		HVAC SHOP DEFROST	THERMOSTAT #HH184A079	2	2	12.32
0010-07304		HVAC SHOP START RELAY	HN61KA001	0	2	1
0010-07304		SHOP START RELAYP # HN61KA001		0	0	0
0010-07305		HVAC SHOP TIME	GUARD #HN67PA024	2	2	51.17
0010-07305		SHOP TIME GUARD \ # HN67PA024		0	0	0
001007306		HVAC SHOP FAN MOTOR	RELAY #HN61KK066	1	1	64.09
0010-07307		HVAC SHOP FAN MOTOR	#HC40GE460	2	2	107.8
0010-07307		SHOP FAN MOTOR \ # HC40GE460		0	0	0
0010-07308	12-17-04	HVAC SHOP FAN	BLADE #LAOIRA025	2	2	21.49
0010-07308		SHOP FAN BLADE \ # LAOIRA025		0	0	0
0010-07309		HVAC SHOP ACORN	NUTS #316709201	8	8	0.49
0010-07309		SHOP ACORN NUTS \ ## 316709201		0	0	0
0010-07310	00-17-01	HVAC BOPER THERM START	#P4214006	0	3	23.31
0010-07310		BOPER THERM START ## P4214006		3	0	0
0010-07311		HVAC 2 POLE CONTACTOR	#HN52KC024	1	3	18.27
0010-07312		HVAC OUTDOOR FAN	MOTOR #HC40VL464	0	2	1
0010-07312		OUTDOOR FAN MOTOR ## HC40VL464		3	0	0
0010-07313	00-17-00	HVAC OUTDOOR FAN	BLADE #LA01AB200	0	2	1
0010-07314		HVAC INDOOR FAN	MOTOR #HC43SE463	0	2	1
0010-07314		INDOOR FAN MOTOR #HC43SE463		2	0	0
0010-07315		HVAC OUTDOOR FAN	START CAP #P291-0504	3	3	5.6
0010-07316		HVAC INDOOR FAN	MOTOR START CAP #P291-1503	0	3	9.87
0010-07316		INDOOR FAN MOTOR START CAP #P291-1530		3	0	0
0010-07317		HVAC CONTROL TRANS	#HT01BD236	1	2	25.34
0010-07317		CONTROL TRANS #HT01BD236		0	0	0
0010-07318		HVAC DEFROST BOARD	#HK32FA006	1	2	41.03
0010-07319		HVAC DELAY TIMER	#P284-2391	1	2	16.59
0010-07319		DELAY TIMER #P284-2391		0	0	0
0010-07320		HVAC TWO POLE	CONTACTOR #HN61KK066	3	3	20.3
0010-07325		HVAC BOPER COMPRESSOR	CONTACTOR #P2820311	2	2	7.74
0010-07326		HVAC BOPER CONTROL	XFMR #HT01AW230	0	2	11.79
0010-07326		BOPER CONTROL XFMR #HT01AW230		2	0	0
0010-07327		HVAC BOPER BLOWER	RELAY #HN680049	0	2	20.03
0010-07327		BOPER BLOWER RELAY #HN680049		2	0	0
0010-07328		HVAC BOPER DEFROST	RELAY #HN61KLO41	1	2	10.22

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0010-07328		BOPER BEFROST RELAY#HN61KLOST		0	0	0
0010-07329		HVAC BOPER DEFROSTTIMER	#HK25A2090	2	2	26.96
0010-07329		BOPER DEFROSTTIMER #HK25A2090		0	0	0
0010-07330		HVAC BOPER DEFROST	TSTAT #HH18HA036	2	2	14.8
0010-07330		BOPER DEFROST STAT #HN18HA036		0	0	0
0010-07331		HVAC BOPER LOW PRESSURESWITCH	#HK02ZB038	1	1	13.59
0010-07331		LOW PRESSURE SWITCH #HK02ZB038		0	0	0
0010-07500	00 14 01	IRTU 3000 CHASSIS ALS	SEE COMMENTS FOR MORE OESCR	2	2	4875
0010-08888				0	0	0
0010-09000	00 10 01	MTR CONT SZ4 3TB4 817 OBG4		8	4	647
0010-09001	00 10 01	MTR CONT SZ23TB4 417 OBG4		14	14	288
0010-09002	00 10 01	MTR CONT SZ3 3TB4 617 OBG4		9	8	399.6
0010-09003	00 10 01	MTR CONT SZ03TB4 017 OBG4		9	10	144
0010-09004	00 10 01	MTR CONT SZ0 3TC5 217 0AG4		13	14	1531
0010-09005	00 10 01	MTR CONT SZ0 3TC4 817 0AG4		6	6	960
0010-09006	00 10 01	MTR CONT SZ0 3TC4 417 0AG4		3	2	254.67
0010-09007	00 10 01	THRM RLY 3UC5 800 2H 50-80AMP		2	3	183
0010-09008	00 10 01	THRM RLY 3UA5 900 28 125-20AMP		4	4	122.3
0010-09009	00 10 01	THRM RLY 3UA5 900 1J 6.3-10AMP		10	10	122.3
0010-09010	00 10 01	THRM RLY 3UC5 800 2C 16-25AMP		6	5	183
0010-09011	00 10 01	THRM RLY 3UC5 800 2E 25-40AMP		1	2	183
0010-09012	00 10 01	THRM RLY 3UA5 900 2A 10-16AMP		2	2	122.3
0010-09013	00 10 01	THRM RLY 3UA5 900 1B 1.25-2AMP		2	2	122.3
0010-09014	00 10 01	THRM RLY 3UA6 200 2H 55-80AMP		14	14	234
0010-09015	00 10 01	THRM RLY 3UA5 900 2M 32-45AMP		6	6	147
0010-09016	00 10 01	THRM RLY 3UA5 900 1H 5-8 AMP		2	2	122.3
0010-09017	00 10 01	THRM RLY 3VC5 800 2G 40-63A		1	1	183
0010-09018	00 10 01	REAY OVERLOAD 3JA5000 1C SEMN		1	1	1
0010-09019	00 10 01	REAY OVERLOAD OLR2000CS1 S-A		2	2	1
0010-09020	00 10 01	RELAY OVER-CAD2UA59001G SIEMN		15	17	1
0010-09021	00 10 01	RELAY OVERLOAD BA-13A WEST		6	6	1
0010-09022		VOLTAGE CONVERTER	SIEMAN 7PX 8040-0A	17	6	168
0010-09023		RELAY TIMING 7PU21-40-7PB30S		1	1	1
0010-09024		RELAY TIMING 7PU22-40-1QB30 S		7	1	128
0010-09025		RELAY TIMING 7PR4140-6PB00 S		2	2	1
0010-09026		REAY SIEMENS 12VDC	V23016-B0005-A401	8	6	15.08
0010-09027		CONTACTS/MTR.CONT 3TY6480-0A		6	6	216
0010-09028		CONTACTS,AJX CA1 FOR S210-	DS910/710	8	0	0
0010-09029		FIXED & MOVEABLE CONTACTS	SIEMENS ZTY2-440-0A	5	5	46.9
0010-09030		RELAY PROT 12FA173K2A GE		1	1	548
0010-09031		RELAY PROT 12HFA53K92H GE		1	1	295
0010-09032	00 01 01	RELAY PROT 12BDD16B11A GE		1	1	2259
0010-09033	00 01 01	RELAY PROT 12IFC53A2A GE		0	1	305
0010-09034		RELAY PROT 12IFC51A2A GE		1	1	305

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0010-09035		RELAY LOCKOUT 12HEA62C238X24	1	1	502
0010-09036		RELAY LOCKOUT 12HEA62C239X24	/	1	502
0010-09037		RELAY PROT 12HFA51A42H GE	■	1	192
0010-09038		RELAY PROT 12HFA51A42F GE	/	1	166
0010-09039		RELAY PROT 12HFA151A9H GE	1	■	233
0010-09040		HV-HV NVET BUSH GC 17B606BB	4	4	1050
0010-09041		HV-HV NVET BUSH LAP B67328	4	4	3097
0010-09042		LV BUSHING GE 1B869BB	6	6	625
0010-09043		HV LIGHTNING ARR OB 216039	3	3	2185
0010-09044		HV LIGHTNING ARR OS 216088	3	3	5110
0010-09045		CURNT TRAN 13 M30610156520M	3	3	310
0010-09046		CURN RAN1.3 R-208-201128M	3	3	560
0010-09047		CURNT TRAN 4.6 R-208-12450M	6	6	390
0010-09048		CURNT TRAN 7 R-068-156585M	1	1	875
0010-09049		CURNT TRAN 7 R-068-201117M	1	1	1150
0010-09050		CT LEAD BLD HKP A-41995	8	8	95
0010-09051		WINDING TEMP IND 104-104-01 Q	0	2	595
0010-09052		LIQUID TEMP IND 104-078-02 Q	2	2	525
0010-09053	00 10 05	GAUGE OIL LV. QUA? 032-0-28-01	5	4	220
0010-09054		VALVE RADTRAN TER DS-2288	■	1	110
0010-09055	0001 02	PRESS RELIEF DEVICE OU 208-60U	2	1	325
0010-09056		SWTCH PRO ALARM QU 415-P73E	2	2	95
0010-09057	0001 01	RELAY SLDDEN PRESS 900-009-01	2	2	510
0010-09058		VALVE SPR MIL P-2641-2	2	2	170
0010-09059		VALVE LTC DRN 831-51785-3008	1	1	70
0010-09060		VALW LTC SMP UNITED 125-T-1	2	2	25
0010-09061	00 01 02	VLV CONSERV TNK 1831-517853005	1	1	70
0010-09062	00 01 02	FANS COOLING KRENZ TC246HB	12	12	356
0010-09063		COUNTERS DISCH GE 9L26FBD005	2	3	350
0010-09064		CONTACTOR 120V/60HZ	1	0	91.26
0010-09065		CONTACTOR 120V/60HZ	2	0	91.26
0010-09066		CONTACTOR KIT SIEMENS NO	1	0	60
0010-09067		CONTACTOR KITSIEMANS NO	1	0	120
0010-09068		CONTACTOR KIT SIEMENS	2	2	385.2
0010-09070	00 01 01	RELAY PROT KD-11 719B196A11 W	0	1	3755
0010-09071	0001 01	RELAY PROT TD-5 293B301A13 W	2	1	930
0010-09072	00 01 01	RELAY PROT CO-11 265C047A11 W	■	1	558
0010-09073	00 01 01	RELAY PROT CO-11 289B094A13 W	1	1	662
0010-09074	00 01 01	RELAY PROT CO-9 288B718A20 W	1	1	592
0010-09075	00 01 01	RELAY POOT CO-9 288B178A16 W	1	1	592
0010-09077		THERMAL RELAY 3UA50'00-1K	0	3	48.71
0010-09077		THERMAL RELAY 3UA50'1K8-12.5	3	0	0
0010-09078		THERMAL RELAY 3UA52 00-1J	3	3	48.71
0010-09082		PROTECTION RELAY CEE	1	1	2170
		DIL0AM KLOCKNER-MOELLER			
		DIL00AM KKOCKNER-MOELLER			
		3TY6440-0A			
		3TY6460-0A			
		3TY6500-0A			
		LINE DISTANCE			
		8-12.5 AMP ADJUSTABLE			
		AMP ADJUSTABLE			
		6.3-10 AMP ADJUSTABLE			
		DTM7031 (87)			

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0010-09083		PROTECT ON RELAY CEE	HTG 7025 (81)	1	1	1493
0010-09084		PROTECT ON RELAY CEE	ITI 7521 (46)	1	1	3100
0010-09085		PROTECTION RELAY CEE	ITV 7164 (51V)	1	1	517
0010-09086		PROTECT ON RELAY CEE	RADE 7004 (86 G)	1	1	567
0010-09087		PROTECT ON RELAY CEE	TTG 7111 (59)	1	1	649
0010-09088		PROTECTION RELAY CEE	TTG 7133 (27)	1	1	964
0010-09089		PROTECT ON R E A Y CEE	TTG 7134 240V	1	1	964
0010-09090		PROTECT ON RELAY CEE	TTGB 7031	1	1	1593
0010-09091		PROTECTION R E A Y CEE	WTGA 7131	1	1	1550
0010-09092	00 01 01	PROTECTION R E A Y CEE	YTM 7111	1	1	2484
0010-09093		PROTECTION R E A Y CEE	TTG 7134 69,3V	1	0	1
0010-09094		RELAY SIEMENS	3TH 8262 OBG4	1	1	108
0010-09095	00 10 01	RELAY SIEMENS	3TH 8022 OBG4	20	0	78
0010-09096		RELAY S.IEMENS	3TH 8244 OB	17	0	108
0010-09097		RELAY SIEMENS	3TH 8364 OB	5	0	124
0010-09098		COIL SIEMENS	3TY6 483-OBG4	2	0	72
0010-09099		COIL SIEMENS	3TY6 443-OBG4	12	0	48
0010-09100		COIL SIEMENS	3TY6 463-OBG4	6	0	54
0010-09101		COIL SIEMANS	3TY6 523-OBG4	6	0	96
0010-09102		COIL SIEMENS	3TY4 803 OBG4	94	0	46
0010-09103		RELAY THERMAL SIEMENS	3VA59002E	1	0	123
0010-09104		RELAY SIEMENS	3TB 4010 OA	3	0	108
0010-09105		RELAY SIEMENS	3TH 8280 OA	4	0	108
0010-09106		RELAY SIEMENS	3TH 8040 OA	6	0	108
0010-09107		RELAY THERMAL SIEMENS	3UA50 00-IH	2	0	123
0010-09108		R E A Y TIMING SIEMENS	7(I 1540-AB30	1	0	128
0010-09109		CIRCLIT BKR S2-2 CC	NO 6 (5A) U440V STOTZ	7	0	1
0010-09110		CIRCLIT BKR S112 CC	NO. 9 (8A)V 440V STOTZ	2	0	1
0010-09111	00 11 01	CIRCUIT BKR S212DC	NO. 12 (10A)V 440V STOTZ	5	0	1
0010-09112		C R C J T BKR S2-2 CC	NO. 17 (15A)V 440 V STOTZ	1	0	1
0010-09113		NO 22 (20A)V 440 STOTZ		5	0	1
0010-09114	00 10 01	C RCUIT RKR S2-2	NO. 28 (25A)V 380 V STOTZ	1	0	1
0010-09115	00 10 01	C RCUIT BREAKER SACE	LN32, Im 84, lth 9, C1, ln32	3	2	213.5
0010-09116	00 10 01	CIRCLIT BREAKER SACE	LNA32, Im 155, lth R-11, C3, ln32	2	2	426
0010-09117	00 10 01	CIRCLIT BREAKER SACE	LNA32, Im 112, lth 12, C1, ln 32	2	0	213.5
0010-09118	00 10 01	CIRCLIT BQEAKER SACE	LNA32, Im 280, lth 27, C1, ln 32	2	2	213.5
0010-09119	00 10 01	CIRCUIT BREAKER SACE	LNA32, Im 210, lth R-15, C3, ln 32	2	2	1
0010-09120	00 10 01	CIRCUIT BRFAKCR SACE	LN32, Im 22, lth 2.5, C3, ln 32	2	0	1
0010-09121	00 10 01	CIRCUIT BQEAKER SACE	LNA32, Im 63, lth 6.3, C1, ln 32	1	0	213.5
0010-09122	00 10 01	C RCUIT BREAKER SACE	LN32 3POLE 365A CA	2	0	1
0010-09123	00 10 01	CIRC BRKR SACE LN33 3 PO-E	LNA63, Im 650, lth NA, C3, ln 63	1	2	685.21
0010-09124	00 10 01	CIRCLIT BREAKER SACE	LNA63, Im 650, lth NA, C3, ln 63	2	2	343.11
0010-09125	00 10 01	CIRCUIT BREAKER SACE	LNA100, Im 800, lth NA, C1, ln 100	2	0	233.95
0010-09126	00 10 01	CIRCUIT BREAKER SACE	LN125CM, Im 500-1000, lth NA, C3, ln	2	2	680

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0010-09127	00 10 01	CIRCUIT BREAKER SACE	N125, 1m 800, 1th R-80, NA, 125	1	2	183
0010-09128	00 10 01	CIRCUIT BREAKER SACE	SN160, 1m 1600, 1th R-160, NA, 160	0	2	163
0010-09128	00 1001	CIRCUIT BREAKER SACE	N160 3POLE 160-1600A	1	2	365
0010-09129	00 1001	CIRCUIT BREAKER SACE	SM2, 1m 320, 1th NA, NA, In 23	1	0	195.5
0010-09130	00 10 C1	CIRCUIT BREAKER SACE	N630 3POLE 1600-3200A	2	0	1
0010-09131	30 10 01	CIR BKR MULTI 9 ST1 2P 10.3x38	500V #15651 MERLINGERIN	12	0	1
0010-09132	00 1001	CIRCUIT BKR S212	NO 6 (5A)V 380V STOTZ	2	0	1
0010-09133	00 10 01	CIRCUIT BKR S212	K3A 380V STOTZ	0	0	1
0010-09134	00 11 03	TRANSFORMER VOLTAGE	VNP 10-L	4	0	1
0010-09135	00 11 03	TRANSFORMER VOLTAGE	VNP 20 L	1	0	
0010-09136	00 11 03	TRANSFORMER VOLTAGE	200VA LEE	3	0	1
0010-09137	00 11 03	TRANSFORMER VOLTAGE	100 VA E.M.G.	1	0	1
0010-09138	00 11 03	TRANSFORMER VOLTAGE	15KVA ELECTROMECCANICA	1	0	1540
0010-09139	00 11 03	TRANSFORMER CURRENT 60/5	CTC 21 CGS TROPICAL	6	0	1
0010-09140	00 11 03	TRANSFORMER CURRENT E.I.L.	100/5 5S FT-101 REF 10288207	5	5	37
0010-09141	00 11 03	TRANSFORMER, CURRENT	400/5A AFD 2C	2	0	
0010-09142		BREAKER SACE LN-32	IU-16IM155	3	0	
0010-09143		BREAKER LN63IM450	1V43C3 ON THERMAL	2	0	0
0010-09144		BATTERY CHARGER BREAKER	EHD3060L 3P 60 AMP	1	1	155.55
0010-09145		BATTERY CHARGER BREAKER	EHD0920L 90A 2 POLE 250VDC	0	1	155.55
0010-09145		BATTERY CHARGER BRK EHD0920L 90 AMP 2		1	0	0
0010-09146		BATTERY CHARGER BREAKER	JDB2250L 250 AMP 2 POLE 250V	1	1	724.86
0010-091462		BATTERY CHARGER BRK JDB2250L 250 AMP	2 POLE 225	0	0	0
0010-09147		BATTERY CHARGER BREAKER	KDB2400L 400 AMP 2 POLE 250V	1	1	764
0010-09147		BATTERY CHARGER BRK KDB240L 400 AMP 2		0	0	0
0010-09150	00 11 03	VOLTMETER JCW96	0-15KV	2	0	1
0010-09151	00 11 03	VOLTMETER JCW96	-400-0-+400V	1	0	1
0010-09154	00 11 03	FREQUENCY METER JWC 96	57-63 HZ	1	1	1
0010-09155	00 11 03	WATTMETER JCW96	0-30 MW	1	0	1
0010-09156	00 11 03	VARMETER JCW 96	0-25M VAR		0	1
0010-09157	00 11 03	PHASE METER JCW 96	0.5-1-0.5 COS	1	0	0
0010-09161	00 11 03	VOLTMETER JE72	0-150 V	1	0	1
0010-09162	00 11 03	VOLTMETER JE72	0-600 V	2	0	1
0010-09163	00 11 03	VOLTMETER JW72L	0-150 V	2	0	1
0010-09164	00 11 03	AMMETER JE 72-55	C-60 A	0	0	1
0010-09165	00 11 03	AMMETER JE72-51	0-100A	1	0	1
0010-09166	00 11 03	AMMETER JE 72-51	0-400A	3	0	1
0010-09167	00 11 03	AMMETER JE72-55	0-30 A	4	0	1
0010-09168	00 11 03	METER KWH SIEMENS 7CA49411		1	0	1
0010-09169		TRANSDUCER	GAS VALVE	0	0	4
0010-09170	00 11 03	TRANSDUCER GA-F		2	0	
0010-09171	00 11 03	TRANSDUCER GA-PH4		1	0	
0010-09172	00 11 03	TRANSDUCER GA-1		2	0	1
0010-09173	00 11 03	TRANSDUCER GA-P32		1	0	1

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0010-09174	00 11 03	TRAYSDUCER GA-V		2	0	1
001049175	00 11 03	TRANS DUCER GA-Q32		1	0	
0010-09176	00 11 03	TRANS DUCER POWER FACTOR	N F E CCT #8754496 ME	1	0	1
0010-09177	00 11 03	TRANS DUCER WATT SCIENTIFIC	COLUMBUS XL31K5A2		2	540
001049178	00 11 03	TRANS DUCER VAR SCIENTIFIC	COLUMBUS XLV31K5A2	1	2	520
0010-09179	00 10 01	MCC PUSH BUTTON	PRI BN C11 ERSCE	10	12	1
0010-09180	00 10 01	MCC PILOT LIGHT RED	BR110 ERSCE	4	0	
0010-09181	00 10 01	MCC PILOT LIGHT WHITE	ERSCE	6	0	
0010-09182	00 10 01	MCC PILOT LIGHT GREEN	BR110 ERSCE	3	0	
001049183	00 10 01	MCC SELECTOR SWITCH	SC1 BV BN C11 ERSCE	10	0	
0010-09184	00 10 01	MCC SWITCH LIMIT	Z-15GQ22 B7 OMRON	24	0	18.34
0010-09185	00 10 01	MCC PUSH BUTTONS2	RED ERSCE	30	0	1
0010-09186	00 10 01	MCC PUSH BUTTONS3	GREEN ERSCE	30	0	1
0010-09187	00 10 01	MCC PUSH BUTTONS6	WHITE ERSCE	30	0	1
0010-09190	00 02 M	TRANSFORMER, RELAY	PROTECTION MICRON 4160V/120V	1	0	1
0010-09191	00 11 08	AUTOMATIC SYNC, RELAY	COUPLER CPR 1	3	1	1920
001049192	00 11 08	AUTOMATIC SYNC RELAY	SYNCHRONIZATION SYNC	3	1	1879
0010-09193	00 11 08	AUTOMATIC SYNC RELAY	VOLTAGE EQUILIZER RTA	3		1400
0010-09194	00 11 08	AUTOMATIC SYNC RELAY	MEASUREMENTS MES 10	3	1	1610
0010-09195	00 11 08	AUTOMATIC SYNC RELAY	MEASUREMENTS INTERCO	3	1	928
0010-09196		VOLTAGE CONV 125VDC-24VDC	125-24-125-3000	1	1	880
0010-09197	00 06 00	CNTROL TRANSFORMER 30 KVA	25-108-973-079	1	1	3018.47
0010-09198	00 06 00	SERVAIR BKR WEST MCP007C00		1	1	289.17
0010-09199	00 06 00	SERV AIR BKR WEST EDH 3060		1	1	242.28
0010-09200	00 01 03	BKR SF6 POLE UNIT 1D61240G30	1D61240G30	1	1	12540
0010-09201	00 01 03	BKR SF6 BUSHING, 7351D12G01, 1200 AMP, EVI		1	1	1004
0010-09202	00 01 03	BKR SF6 BUSHING, 7351D12G02, 1200 AMP, OD		1	1	989
0010-09203	00 01 03	BKR SF6 PULL ROO	2289C28H06	0	1	49
0010-09204	00 01 03	BKR SF6 INTERRUPTOR	72-280-380-501	1	1	6252
0010-09205	00 01 03	BKR SF6 SEALRING/PISTON RINGG	1655B37H03	3	1	24
0010-09206	00 01 03	BKR SF6 GUIDE SEAL	1655B77H02	6	6	13
0010-09207	00 01 03	BKR SF6 GASKET RUSHING FLANGE	1656B57H01	6	1	22
0010-09208	00 01 03	BKR SF6 GASKET ACCESS COVER	1656B57H02	3	1	28
0010-09209	00 01 03	BKR SF6 RUPTOR DISC	512A430H04	1	1	80
0010-09210	00 01 03	BKR SF6 GASKET RUPTDISC INNER	9040A92H01	1	1	21
0010-09211	00 01 03	BKR SF6 GASKET RUPTDISC OUTER	9040A92H02	0	1	0.22
0010-09212	00 01 03	BKR SF6 OPER SHAFTY SEAL ASSY	7353D33G02	1	1	1.24
001049213	00 01 03	BKR SF6 "O" RING FOR S&S ASSY	1124C53H33	1	1	0.04
0010-09214	00 01 03	BKR SF6 WASHER X	00-659-055-317	1	1	0.01
0010-09215	00 01 03	BKR SF6 SHIELD	2869C27H03	3	1	0.37
0010-09216	00 01 03	BKR SF6 SEAL SHAFT	2289C31G01	3	1	0.62
0010-09217	00 01 03	BKR SF6 SHOCK ABSORBER	1654B08H02	1		4.4
0010-09218	00 01 03	BKR SF6 AIR COMPRESSOR	266C488H01	1	1	4.97
0010-09219	00 01 03	BKR SF6 V BELT	BANDO A39	1	1	0.11

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0010-09220	00 01 03	BKR SF6 CHECK VLV	153A271H01	0	1	0.37
0010-09221	00 01 03	BKR SF6 SAFETY VLV	72-180-626-001	5	1	0.29
0010-09222	00 01 03	BKR SF6 FLEX HOSE	2283C33H11	1	1	199
0010-09223	00 01 03	BKR SF6 CONTROL VLV	5494C58H04	1	1	386
0010-09224	00 01 03	BKR SF6 CONTROL VLV SERVE KIT	4042B02H01	0	1	35
0010-09225	00 01 03	BKR SF6 PILOT VLV	5494C58H03	0	1	148
0010-09226	00 01 03	BKR SF6 PILOT VLV SERV KIT	4042B01H01	0	2	88.33
0010-09227	00 01 03	BKR SW SWTCH LOW PRESS a GOV	516B665H06	3	1	85
0010-09228	00 01 03	BKR SF6 SWTCH LOW PRESS CJTOU	516B665H07	1	1	85
0010-09229	00 01 03	BKR SF6 COIL TRIP	72-480-154-010	1	1	135
0010-09230	00 01 03	BKR SF6 COIL CLOSING	4042B01H10	1	1	128
0010-09231	0001 03	BKR SF6 RELAY X	1659B27H05	2	1	249
001049232	00 01 03	BKR SF6 RELAY V	1659B27H12	3	1	263.33
0010-09233	00 01 03	BKR SF6 COLVTER MECH	72-180-411-001	1	1	66
0010-09234	00 01 03	BKR SF6 TOOLS MAJOR INSP PT KT	1658B22G01	0	1	712
0010-09235	00 01 03	BKR SF6 JACK HAND CLOSING	23B302G03	1	1	618
0010-09236	00 01 03	BKR SF6 HANDLE CLOSING JACK	05B7386H03	1	1	46
0010-09237	00 01 03	BKR SF6 DESICCANT	1657B11H01	1	1	50
0010-09238	00 01 03	BKR SF6 GREASE 5 3% SILICONE	W-962-026	1	1	23
0010-09239	0001 03	BKR SF6 GREASE BEACON 325	512A196G04	1	1	27
0010-09240	0001 03	BKR SF6 GREASE MOLYKOTE LUBE	00-337-271-095	1	1	17
0010-09241	0001 03	BKR SF6 LOCTITE 242	W-946-023	1	1	43
0010-09242	0001 03	BKR SF6 SEALANT RTV	W-981-015	1	1	8
0010-09243	0001 03	BKR SF6 MOTOR	W-641-257	1	1	145
0010-09244	0001 03	BKR SF6 GAUGE PRESSAIR	1650B29H03	0	1	199
0010-09245	0001 03	BKR SF6 SWITCH DENSITY	7331D28H19	2	1	846
0010-09246	00 01 03	BKR S6 GAUGE	9043A61H01	4	1	179
0010-09250	00 01 03	WEATHER CASE BUSHING KIT	SIEMENS#16588B21G01	3	2	620
0010-09252	00 01 03	SERVICE KIT NORGREN VALVE	KIT#53475-01	0	5	75
0010-09253	0001 03	SERVICE KIT NORGREN VALVE	#4042B02H01	0	5	75
0010-09256		SWITCH COMELECTRICFR10-2/1	POS.3 ON-OFF	1	0	1
0010-09258		WITCH, COMELECTRICFR10-2/7	POS.4 REMOTE-LOCAL	1	0	0
0010-09259		SWITCH COMELECTRICFR10-3/1	POS.7 MAN-AUTO	2	1	1
0010-09260		SWITCH COMELECTRICFR10-3/1	POS.1 START-TRIP	2	1	1
0010-09261		SWITCH COMELECTRIC FR10-3/1	POS.5 RISE-LOW	2	1	1
0010-09262		SWITCH COMELECTRICFR10-4/3	TR-O-RS	2	0	1
0010-09263		SWITCH COMELECTRICFR-10-62-	4/1 0-1-2-3	1	0	1
0010.09266	00 01 04	AIR SWCH BLADE CONTACT	S.O.60476 PIN 305411-306	21	21	138
0010-09267	00 01 04	AIR SWITCH JAW CONTACT FINGERS	P/N 305-789-002	105	21	20
0010-09268	00 01 04	AIR SWCH ARCING HORNS	P/N 419/513/501	0	3	50
0010-09269	00 01 04	AIR SWITCH ALCOA NO. 2	EJC	6	1	18
0010-09275		CAPACITOR ASSEM #2870C75G01	FOR MOD 72.55P40	1	1	2998
0010-09280	00 10 01	CIRCUIT BREAKER SACE	LNA32, 1m45, lth 3.2, C3, ln 32	2	2	546.31
0010-09281	00 10 01	CIRCUIT BREAKER SACE	LNA32, 1m 112. lth 8, C3, ln 32	2	2	546.31

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0010-09282	00 10 01	CIRCUIT BREAKER SACE	LNA32, Im 210, lth 15, C3, In 32	1	2	546.31
0010-09283	00 10 01	CIRCUIT BREAKER SACE	LNA32, Im 280, lth 20, C3 In 32	2	2	546.31
0010-09284	00 10 01	CIRCUIT BREAKER SACE	LNA32, Im 63, lth 4.5, C3, In 32	2	2	546.31
0010-09285		CIRCUIT BREAKER SACE	LNA32, Im 550, lth 39, C3, In 32	2	2	546.31
0010-09298	00 10 14	SPEEDTRONICS PCB	IC3600 SSVFIC1B	1	1	1533
0010-09298	00 10 14	SPEEDTRONICS PCB	IC3600 SSVFIC1B	20	1	0
0010-09299	00 10 14	SPEEDTRONIC PCB	GE#IC3600STDC1	4	4	1650
001049300	00 10 14	SPEED-TRON C GE#157B4465G10	NOISE S. PPRESSOR	1	1	168.9
0010-09301	00 10 14	SPEED-TRON.C GE#157B4465G1	SUPPRESSOR	1	1	578.6
0010-09302	00 10 14	SPEED-TRONIC REACTOR ASSY	GE#176B9941G1 PA	1	1	500.6
0010-09303	00 10 14	SPEED-TRONIC REACTOR ASSY	GE #176B9941GE CY	1	1	392.2
0010-09304	00 10 14	SPEED-TROh C REACTOR ASSY	GE#176B9941G3 LW	1	1	743.7
001049305	00 10 14	SPEED-TROh C REAC'ORASSY	GE#176B9941G4 JW	1	1	373.6
0010-09306	00 10 14	SPEED-TRON C THUMBWHEEL SW'	DIGI SW M/N 218A4009B1JC1A4CJ	1	1	1365.3
0010-09307	00 10 14	SPEED-TRON C PLUG-RELAY	28VDC600OHM #218A427-11	11	6	119.04
0010-09308	00 10 14	SPEED-TRON C P_UG-RELA 125VDC	MAGNECRAFT ELEC #218A4274-P21	8	2	102.32
0010-09309	00 10 14	SPEED-TRON C Mh-TAP SW GRAYHL	42D36011AJN 218A450 1PAA2A	1	1	148.1
0010-09310	00 10 14	SPEED-TROh C RELAY SIGMA	5R026222 218A4717P1	1	1	373.7
0010-09311	00 10 14	SPEED-TRONIC POWER SUPPLY	DATTEL VCM-51203006810	1	1	1220.2
001049312	00 10 14	SPEED-TRONIC 1952 METER	GE# LFE:V202-MJZT-03	1	1	791.5
0010-09313	00 10 14	SPEED-IRONIC INPULSE COUNTER	KESSLER-ELLIS PROD #64005	1	1	194.3
0010-09314	00 10 14	SPEED-TRONIC SWITCH KRAUS/	NAIMER ZAC 087 245A3349P1	1	1	510.1
0010-09315	00 10 14	SPEED-TRONIC SWITCH KRAUS/	NAIMER A714 245A3349P3	1	1	205.8
001049316	00 10 14	SPEEDTRONICS 3 POS SWITCH	KRAOUS NAIMERA142AC089	1	1	113.69
0010-09317	00 10 14	SPEED-TRONIC DISPLAY DRIVER	GE#DS3800 HDDA1A1A 6BA01	1	1	1577.2
0010-09318	00 10 14	SPEED-TRONIC MICRO PROCESSOR	GE#DS3800 OHMPA1M1H	1	1	5988
0010-09319	00 10 14	SPEED-TRONICS MEMORY EXPAND	GE#DS3800 HxPA1F1H	1	1	4489.1
001049320	00 10 14	SPEED-TRONICANALOG INPUT	GE#DS3800 NADC 1D1D	1	1	4326
0010-09321	00 10 14	SPEED-TRONICANALOG OUTPUT	GE#DS3800 NCAC1E1F	1	1	4059.9
0010-09322	00 10 14	SPEED-TRONICOVERTEMP TRIP	GE# DS3800 NOTA1B1B	1	1	4021.5
0010-09324	00 10 14	SPEED-TROICSTRANSFORMER	GE#1C3506A116E18	1	1	1899.7
0010-09325	00 10 14	SPEED-TRONICS ANALOG INTERFACE	GE#1C3600AAIB1 REV A 006101	1	1	817.8
0010-09326	00 10 14	SPEED-TRONIC EXPAND CARD	GE#1C3600AEXA1C1B 006/02	1	1	407.1
0010-09327	00 10 14	SPEED-TRONIC TRANSLATIKG	ISOLAT GE1C3600AIADIC1D 006/05	2	2	1750
0010-09328	00 10 14	SPEEDTRONICS JUMPER CARD	GE#1C3600 AJBA1D 006/04	2	2	111.1
0010-09329	00 10 14	SPEED-TRONIC SING/MULTIPLEX	GE#1C3600AMiP1A1B 006/02	1	1	1909.6
0010-09330	00 10 14	SPEED-TRONIC OP-AMP	GE#1C3600 A0AL1D1C 006/04	1	1	883.7
0010-09331	00 10 14	SPEED-TRONIC DLO NTERFACE	GE#IC3600 DLIG1B1C 005104	1	1	407.1
0010-09332	00 10 14	SPEED-TRONIC OCL A R INTERFACE	GE#IC3600 DLIJI REV A 006131	1	1	256.7
0010-09333	00 10 14	SPEED-TROhIC NTERFACE	GE#IC3600 DLIK1A1B 006/02	1	1	336.5
0010-09334	00 10 14	SPEED-TRONIC DIO INTERFACE	G3#IC3600 DLIL1 006102 REV B	1	1	397.8
0010-09335	00 10 14	SPEED-TRONICPWR SUP INVERT	GE# C3600 EPSVIB 006/04	1	1	1271.25
0010-09336	00 10 14	SPEED-TRONIC 12/5 V REGULATOR	GE#IC3600 EPSW1E1B	1	1	873.2
0010-09337	00 10 14	SPEED-TRONIC 12V LAMP REGULATR	GE#IC3600EPSX1G1H 006/14	1	1	1047.8

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0010-09338	00 10 14	SPEED-TRONIC FC8V REGULATOR	GE# C3600 EPSY1K1C 006113	1	1	989.9
0910-09339	00 10 14	SPEED-TRONICS ACCLNC RELAY	GE#IC3600 KVH1C1B 006/03	4	4	1173.7
0010-09340	00 10 14	SPEEDTRONIC REED RELAY	GE# C3600 KRSD2A1C 005101	1	1	772.8
0010-09341	00 10 14	SPEED-TRONICS CLOCK/LOGIC	DRIVR GEIC3600 LCDA1C1B 006/04	2	2	654.6
0310-09342	00 10 14	SPEEDTRONIC SATE EXPANDER	GE# C3600 LGXA1A 00610:	3	3	285.7
0010-09343	03 10 14	SPEED-TRONICS INPUT BLFFER	GE#IC3600LIBB1C1B 006/04	2	4	655.8
0010-09344	00 10 14	SPEED-TRONIC LOGIC INVERTER	GE# C3600LIVF1A 006/042		1	574.9
0010-09345	00 10 14	SPEED-TRONIC LOGIC EXPANDER	GE#IC3600LLXA1A 006/04	2	2	307.7
0010-09346	03 10 14	SPEED-TRONIC RELAY DRIVER	GE# C3600CLRDH1B1D 006/05	3	3	877.9
0010-09347	00 10 14	SPEED-TRONICS RELAY DRIVER	GE#IC3600 LRDJIA 006/02	1	1	567.9
0010-09348	00 10 14	SPEED-TRONIC EXPAND AMP. FTER	GE#IC3600 QEAA0 006103 ESS	1	1	4160.6
0010-09349	00 10 14	SPEED-TRONIC JUMPER CARD	GE#IC3600 Q1XA168 REV A	1	1	283.5
0010-09350	00 10 14	SPEED-TRONIC CARD	GE#IC3600 Q1XA17C REV A	1	1	352.1
0010-09351	00 10 14	SPEED-TRONIC OVERSPEED SENSOR	GE#IC3600Q0XC2UID	1	1	1740.5
0010-09352	00 10 14	SPEED-TRONIC PRINTED CIRCUIT	CD GE#C3600 SBMB1D1E 006/07	1	1	1434.3
0010-09353	00 10 14	SPEED-TRONIC COMPONENT BOARD	GE#IC3600 SCBN2A	1	1	189.9
0010-09354	00 10 14	SPEED-TRONIC COMPONENT BOARD	GE#IC3600 SCBA1A	1	1	144.6
0010-09355	03 10 14	SPEED-TRONIC FUEL V.V CONTROL	GE# C3600SFKK1B 00613302764	1	1	1672.5
0010-09356	00 10 14	SPEED-TRONIC FUEL SPL TTER	GL#IC3600 SFKLIA 006101	1	1	1950.2
0010-09357	00 10 14	SPD TRONICS GEK DRIVER	G.F #1C3600SFPB1	1	1	650
0310-09358	00 10 14	SPEED-TRONIC FUEL LOW CONTROL	GE#IC3600 SFVCIC 006/03		1	805
0310-08359	09 10 14	SPEED-TRONIC SINGLE SHAFT AUX	GE#IC3600 SHPBIFIC 006/05	1	1	1508.2
0010-09360	00 10 14	SPEED-TRONIC LOGIC ELEMENT	GE#IC3600 SLEHIGIC 006105	2	4	882.5
0010-09361	03 10 14	SPEED-TRONIC LVDT OSCILLATOR	GE# C3600 SOSG1D1C 006/03		1	1870.3
0010-09362	03 10 14	SPEEDTRONIC SOLENOID FILTER	PCB GE#IC3600 SSFG1B1B 006/03	1	2	292.5
0010-09363	00 10 14	SPD TRONICS PCB START/STOP CONT	G.E. #IC3600SSKE1A1D	1	1	3537.9
0310-09364	03 10 14	SPEEDTRONIC SET POINT CONTROL	GE#IC3600 SSLO1H1D 0061029	1	1	1564.9
0010-09365	00 10 14	SPEED-TRONIC SERVO DRIVE	GE#IC3600 SSVD1L1D 006109	1	1	1533.7
0010-09366	00 10 14	SPEED-TRONIC SERVO VALVE FEED-	BACK GE#IC3600 SSVE1C1B 006103	1	1	1451.5
0010-09367	00 10 14	SPEED-TRONIC SERVO VALVE DRIVE	GE#IC3600 SSVG1C1BQ003126	1	1	960
0010-09368	00 10 14	SPEED-TRONIC SPEED CONTROL CD	GEP C3600 SSZD1A 006100	1	1	1370.7
0010-09370	00 10 14	SPEED-TRONICS POWER SUPPLY	GE C3600STSA1 REV A 006101	1	1	483.4
0010-09371	00 10 14	SPEED-TRONICS VIBRATION DETECT	GE IC3600 SVDCIF CADS 006104	1	1	1103.3
0010-09372	00 10 14	SPEED-TRONICS SPEED SENSOR	GE #1C3600SVSE1H1D 006103	1	1	1041
0010-09373	00 10 14	SPEED-TRONIC AKLNCIATOR	GE C3600VANA1G1E 006109	4	4	898.2
0010-09374	00 10 14	SPEED-TRONIC ANNUNCIATOR MASTER	GE IC3600VANB1D1C 006109783	1	1	580.7
0010-09375	00 10 14	SPEED-TRONIC D/A CONVERTER	GEIC3600VDAC1C1B 006 04	1	1	3125.3
0010-09376	00 10 14	SPEED-TRONIC MECH PROTECTIVE	GE #IC3600VMPA15 006104	1	1	380.4
0010-09377	00 10 14	SPEED-TRONIC DESCRIPTOR LOGIC	GE#IC3600 VORA1A 006/01	3	3	291.5
0010-09378	00 10 14	SPEED-TRONICS REVERSIBLE CNTR	GE #IC3600 VRCC1A 006/02	1	1	469.6
0010-09379	00 10 14	SPEED-TRONIC POTENTIAL RELAY 28DC	GE C3603A177CF2	1	1	504.3
0010-09380	00 10 14	SPEED-TRONIC THERMO PASSIVE	GE IC3606ATCB1B1B 006101	3	3	4096.1
0010-09381	00 10 14	SPEED-TRONIC ANNUNCIATOR MASTER	GE #IC3606SANB1A	3	3	386.4
0010-09382	00 10 14	SPEED-TRONIC SOATED NPLT	GE IC3606SIIIE9C1C 006104	4	4	2079.7

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-09383	00 10 14	SPD TRONICS FLM AMPLIFIER	HONEYWELL#EG1033AA01	1	4	1088.26
0010-09384	00 10 14	SPEED-TRONIC PCB	GE PWB277A5755G1	1	1	424.4
0010-09385	00 10 14	SPEED-TRONIC CONNECTOR CARD	GE PWB68A989981	2	2	1495.8
0010-09386	00 10 14	SPEED-TRONIC RECEPTACLE CARD	GEPWB68A999145-A	2	2	1315.8
0010-09387	00 10 14	SPEED-TROIC STRIP HEATER	WELLMAN SS1152 W250 V240	1	1	67
0010-09388	00 10 14	SPEED-TRONIC SWITCH	GE # TC2228E902	1	1	26.7
0010-09389	00 10 14	SPEED-TRONIC INVERT PRI CONTRL	GE #IC3600EPSUINI	1	1	953.1
0010-09390	00 11 08	G C P LOCAUREMOTE	SWITCH FR10-2/7	5	5	54
0010-09391	00 10 08	STARTING ELECT RADIATOR	ELECTRIC MOTOR RM038005	1	0	1100
0010-09395		AIR COMPRESSOR SHOP	CONTACT KIT #6-34-2	2	2	129
0010-09400		THERMOSTAT C-14	FANTINI-SMI (FAN)	4	0	1
0010-09405	00 10 02	CAPACITOR BATTERY CHARGER	8200 MFD, 200VDC ITELCOND	4	0	0
0010-09406	00 10 02	BATTERY CHARGER PULSE	GENERATOR CARD BORI 3G1-6/2	2	2	665.5
0010-09407	00 10 02	BATTERY CHARGER AMPLIFIER	CARD BORRI 2 AMPLS	2	2	652.5
0010-09408	00 10 02	BATTERY CHARGER AUXILIARY	RELAY CARD BORR1 2RLT45-80/R	2	2	457
0010-09410	00 10 02	DIODE ST 230S08M-8429		2	0	1
0010-09411	00 10 02	DIODE ST 230S08M-8719		0	0	1
0010-09412	00 10 02	DIODE SD 150N08M-8746S		4	0	1
0010-09500		BEARING 6309		3	2	12.65
0010-09501		BEARING 6207		3	2	4.62
0010-09502		BEARING 6208-2Z-J/C3		3	2	8.53
0010-09503		BEARING 6205-2RS		3	1	6.81
0010-09504		BEARING 6307 2RS JEM		4	5	15.05
0010-09750		LAMP SYLVANIA 48MB		30	50	1.15
0010-09751		LAMP SYLVANIA 1829		18	50	0.64
0010-09752		LAMP SYLVANIA 120MB		30	50	1.77
0010-09753		LAMP GEN ELECT 356		30	30	1.49
0010-09754		LAMP GEN ELECT 755		30	30	0.96
0010-09755		LAMP LITTL LITE L/F68A7803P5NL		50	50	1.49
0010-09756		LAMP PILOT LIGHT	60V 2W	100	0	1
0010-09757		LAMP AUX	130V 2.6W	5	0	1
0010-09758		MIDGET FLANGED LAMPS	#1505K64	15	100	0.53
0010-09770	00 10 01	LIGHT BULB 100W 120V ROUGH SEV	GE 100A/RS	218	250	1.83
0010-09800		FUSE CLS-12 WEST 1510933602		50	6	274
0010-09801		FUSE 48KV 20A 677C592G09 WEST		8	3	30.9
0010-09802		FUSE 200 AMP 240 V	BRUSH NO 200 LMT	8	0	20.43
0010-09803		FUSE 2A 500V 10x38		76	0	1
0010-09804		FUSE 4A 500V 10x38		10	0	1
001049805		FUSE MINI 6.3A 250 V 5x20		30	0	1
0010-09806		FUSE MINI 10A 250V 5x20		40	0	1
0010-09807		FUSE 50A 500 V	14x 51	10	0	1
0010-09809		FUSE P.T. HIGH VOLT BRUSH#	1317.5 KV-8CAVZA 15.5 CAVHZE	0	9	72.55
001069809		FUES P.T. HIGH BRUSH# 15/17.5 KV-8CAVZA		9	0	0
0010-09810		FUSE 15 AMP 500V DUA1 ELEMENT	TIME DELAY	1	9	5.7

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UNAUDITED SPARE PARTS COMMON TO ALL UNITS

0010-09810	FUES 15 AMP 500V DUEL ELE TIME DELAY		9	0	0
0010-09811	FUSE CURRENT LIMITING	RK5 FRSR-15-AMP 600V	12	12	4.93
001049819	FUSE CARRIER WEBER	1 x 38	19	0	1
0010-09820	FUSE CARRIER WEBER	PCH 2x38	2	0	1
0010-09950	00 10 01 CONTACT CLEANER CRC		28	24	11
0010-09999			0	0	0
0010-17303	SHOP DEFROST T-STAT □A# HH184A079		0	0	0
0010-9257	SWITCH, COMELECTRIC FRIO-8/8	O-RS-ST-TR-O-RO-SO-TO	2	0	0
0010-BKR-ITE-(BOPPER MAIN BRK		1	0	0
0010-ENV-RATI00 07 03			4	0	0
0010-PKR-ITE-(EOPPER DIS TRANSFORMER		3	0	0
0010-TURB-IOC00 03 03	FENWAL THERMOSWITCH CONTROL 18002-0		1	0	0
01047315	OUTDOOR FAN START CAP #P291-0504		0	0	0
1829	lamps miniature		15	0	0
				Value	720655.6

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

equip_nurr	desc_1	desc_2	qty_oh	prim-lac	uom	qty_oo	reord_lev	order-up-i	last-cost
00 09 01	GAS COMP LUBE GASKET 33149		4	CW	EA	0	0	10	0.08
00 09 01	GAS COMP LUBE GASKET 33150		47	CW	EA	0	0	10	0.09
00 09 01	GAS COMP LUBE GASKET 34622		2	CW	EA	0	0	10	0.24
00 09 01	GAS COMP LUBE " O RING 34410		10	CW	EA	0	0	10	0.46
00 09 01	GASCOMP LUBE "O" RING 34437		56	CW	EA	0	0	10	0.35
00 09 01	GAS COMP LUBE " O RING 34464		10	CW	EA	10	0	10	0.35
00 09 01	GAS COMP LUBE "O" RING 34659		28	CW	EA	0	0	10	0.4
00 09 01	GAS COMP LUBE "O" RING 34685		45	CW	EA	0	0	10	0.49
00 09 01	GAS COMP LUBE "O" RING 34760		56	CW	EA	0	0	10	0.39
00 09 01	GAS COMP LUBE BODY 41263		5	CW	EA	0	0	5	9.3
00 09 01	GAS COMPLUBE ROCKER ARM 41527		5	CW	EA	0	0	5	4.5
00 09 01	GAS COMP LUBE SPRING 56131		5	CW	EA	0	0	5	0.26
00 09 01	GAS COMP LUBE CHECK BALL 66003		10	CW	EA	0	0	10	0.04
00 09 01	GAS COMPLUBE STNR ASSY 69879		5	CW	EA	0	0	5	0.71
00 09 01	GAS COMP LUBE GAUGE GLS 70167		20	CW	EA	0	1	20	1.05
00 09 01	GAS COMP LUBE FLUSH ASSY 92877		2	CW	EA	0	0	2	11.25
00 09 01	GAS COMP LUBE CONNECTOR ASSY	880004	4	CW	EA	0	0	5	5.55
00 09 01	GAS COMP LUBE SLVE ASSY 880006		4	CW	EA	0	0	5	6.45
00 09 01	GAS COMP LUBRICATOR	GAUGE GI	3	CW	EA	0	0	6	101.5
45 09 01	GAS COMP GASKET SET	ML593966	1	CW	SE	0	0	1	63
45 09 01	GAS COMP THRUST SHOE	W25313P1	2	CW	EA	0	0	2	140
45 09 01	GAS COMP BEARING MAIN	1R16689D	2	CW	SE	0	0	2	380
45 09 01	GAS COMP SEAL OIL	W76556C	2	CW	EA	0	0	2	8.1
45 09 01	GAS COMP SWITCH OPRS	WS6795	1	CW	EA	0	0	1	25
45 09 01	GAS COMP RING OIL	1H34591	1	CW	EA	0	0	1	270
45 09 01	GAS COMP CONN ROD	1F32150A	1	CW	EA	0	0	1	2795
45 09 01	GAS COMP CON ROD BUSHING	R71922A	1	CW	EA	0	0	1	125
45 09 01	GAS COMP BOX CRANKPIN	1H49912	1	CW	EA	0	0	1	455
05 09 01	GAS COMP CROSS HEAD	1H49923B	1	CW	EA	0	0	2	2590
04 09 01	□□□□a □□□h □□□" □□□B□□□. □□□GA	1H27213B	2	CW	EA	0	0	2	240
03 09 01	GAS COMP CROSSHEAD PIN	R171923	1	CW	EA	0	0	1	460
45 09 01	GAS COMP DOWEL	1007T3	1	CW	EA	0	0	1	31
45 09 01	GAS COMP BUSHING	W31371P1	2	CW	EA	0	0	2	14.75
45 09 01	GAS COMP GASKET LUMBO PMP	R74379	4	CW	EA	0	0	4	1.15
45 09 01	GAS COMP SHAFTS AND GEARS	1W77792	1	CW	EA	0	0	1	635
04 09 01	GAS COMP VALVE RELIEF	W82718	1	CW	EA	0	0	1	110
45 09 01	GAS COMP VALVE RELIEF	W63792	1	CW	EA	0	0	1	61
45 09 01	GAS COMP FILTER CARTRIDGE	W89688	1	CW	EA	0	0	2	95
45 09 01	GAS COMP VALVE CHECK	33037417	4	CW	EA	0	0	10	11.5
45 09 01	GAS COMP GASKETW67095		6	CW	EA	0	0	4	4.91

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UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

45 09 01	GAS COMP PISTON ROD	R72007	1	CW	EA	0	0	1	1255
45 09 01	GAS COMP PISTON ROD COLLAR	W139438	0	CW	EA	0	0	1	290
45 09 01	GAS COMP NUT PISTON	W98966	1	CW	EA	0	0	1	1175
45 09 01	GAS COMP PISTON 20.50	1F32165	1	CW	EA	0	0	1	3680
45 09 01	GAS COMP RING 20.50 PISTON	1687T20.5	1	CW	EA	0	0	2	110
45 09 01	GAS COMP COLLAR FRAME END	R72004	2	CW	EA	0	0	1	895
45 09 01	GAS COMP COLLAR OUTER END	R72005	2	CW	EA	0	0	1	895
45 09 01	GAS COMP GASKET W78991		1	CW	EA	0	0	1	31.5
45 09 01	GAS COMP GASKET PKG CASE	X1498729I	1	CW	EA	0	0	2	6
45 09 01	GAS COMP RING SET RENEWAL	318405	20	CW	SE	0	1	2	156
45 09 01	GAS COMP VALVE 1ST STAGE INLET	34783746,	0	EA	ML	9	0	0	9
04 09 01	GAS COMP PLATE VALVE W135279A		12	CW	EA	0	0	18	71
45 09 01	GAS COMP DAMPING P A T E	W135280A	33	CW	EA	0	4	60	59
45 09 01	GAS COMP LOCKNUT W106984		18	CW	EA	0	0	9	7.25
45 09 01	GAS CCMP LIFTWASHER W112395AB		36	CW	EA	0	2	36	9
45 09 01	GAS COMP VALVE 1ST STAGE D SCH	34768721I	9	CW	EA	0	0	9	720
45 09 01	GAS COMP SPRING SE 1W132336CY		11	CW	SE	0	0	9	14
45 09 01	GAS COMP RING "O"20A11BM445		29	CW	EA	0	0	8	7.25
45 09 01	GAS COMP GASKET, VALVE	ALAMEDA	4	CW	EA	0	0	4	3.15
45 09 01	GAS COMP GASKET W139350		2	CW	EA	0	0	2	1.95
45 09 01	GAS COMP OIL SCRAPER RING	28A11G40	3	CW	EA	0	0	4	15.75
45 09 01	GAS COMP GASKET W8604	SIDE COV	1	CW	EA	4	0	4	7.22
45 09 01	GAS COMP LEAD WIRE W* 11331X 84		3	CW	EA	0	0	2	2.35
45 09 01	GAS COMP PISTON ROC	R72045	1	CW	EA	0	0	1	1255
45 09 01	GAS COMP PISTON ROD COLLAR	W139438	1	CW	EA	0	0	1	245
45 09 01	GAS COMP PISTON 15.00	1F32177	1	CW	EA	0	0	1	3190
45 09 01	GAS COMP RING PISTON 15.00	X1687T15I	2	CW	EA	0	0	2	58
45 09 01	GAS COMP COLLAR FRAME END	R72004P1	1	CW	EA	0	0	1	77.5
45 09 01	GAS COUP COLLAR R72005P1		1	CW	EA	0	0	1	775
45 09 01	GAS COMP GASKET W139566		5	CW	SE	0	0	1	23
45 09 01	GAS COMP GASKET X1297T32		1	CW	EA	0	0	1	3.2
45 09 01	GAS COMP INLET VALVE H67	MLR51684	4	CW	EA	0	0	6	720
45 09 01	GAS COMP VALVE SEAT	W112411C	8	CW	EA	0	0	9	230
45 09 01	GAS COMP SPRING SET 1W106842D		22	CW	SE	0	0	6	19
45 09 01	GAS COMP VALVE PLATE W112416C		6	CW	EA	0	0	6	53.46
45 09 01	GAS COMP LOCKNUT W112406		42	W	EA	0	1	21	2.5
45 09 01	GAS COMP LIFT WASHER W112395L		8	CW	EA	0	0	12	9
45 09 01	GAS COMP LIFT WASHER W112395F		12	CW	EA	0	0	12	8
45 03 01	GAS COMP DISCHARGE VALVE	MRL51685	1	CW	EA	0	0	6	720
45 03 01	GAS COMP VALVE SEAT	MLR76349	2	CW	EA	0	0	15	295
45 09 01	GAS COMP SPRING SET 1W106842E		20	CW	ST	0	0	6	13.75

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UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

45 09 01	GAS COMP MOTOR REAR BEARING	7136C16H	1	CW	EA	0	0	1	445.71
45 09 01	GAS COMP MOTOR FRONT BEARING	7136C16H	1	CW	EA	0	0	1	395.86
45 09 01	GAS COMP MOTOR BEARING CAP	2D58920H	2	CW	EA	0	0	2	725.71
45 09 01	GAS COMP MOTOR INSULATING	BUSHING	1	CW	EA	0	0	1	837.14
45 09 01	GAS COMP MOTOR - COVER GASKET	4640B05H	1	CW	EA	0	0	1	32.86
45 09 01	GAS COMP MOTOR SPACE HEATER	5896C65H	2	CW	EA	0	0	2	151.43
03 09 01	GAS COMP "O" RING CYL HEAD	MA221A	1	CW	EA	0	0	3	4.67
03 09 01	GAS COMP "O" RING CLEARANCE	PLG MA2	2	CW	EA	0	0	1	2.31
03 09 01	GAS COMP "O" RING VALVE COVER	MA24	58	CW	EA	0	1	50	1.9
	GAS COMP CENTER BOLT 30-312841		12	CW	EA	0	0	12	20.46
45 09 01	TGAS COMP SPRING SET	NO. 1W11	24	CW	SE	0	0	9	13.12
03 09 01	GAS COMP GASKET VALVE SEAT	MA212	35	CW	EA	0	1	35	1.92
03 09 01	GAS COMP-LODI PACKING RENEWALS	MAC16AC	0	CW	EA	0	0	2	171.92
	GAS COMP DAMPING PLT. SUCT & DISCH	50-1714	32	CW	EA	0	3	48	20.28
	GAS COMP SPRING CLOSING DISCH	60-1714	65	CW	EA	0	6	96	1.64
	GAS COMP LOCATING PIN 50-2 8	50-2.8X16	23	CW	EA	0	1	24	0.42
	GAS COMP LOCATING PIN 50-2.3	50-2.3X14	24	CW	EA	0	1	24	0.48
	GAS COMP LOCKNUT 30-1018		16	CW	EA	0	1	24	1.86
	GAS COMP BOLT LOCK	30-03H111	12	CW	EA	0	0	12	0.52
	GAS COMP OIL FILTER GASKET	MA270B	6	CW	EA	0	0	6	1.34
45 09 01	GAS COMP LUBRICATOR PUMP	3-21-3A	2	CW	EA	0	0	2	117.69
	GAS COMP LUBELINE CHECKVALVE	9-21-IT	2	CW	EA	0	0	2	18.02
	GAS COMP IN LINE FILTER	MA352	2	CW	EA	0	0	2	64.3
	GAS COMP NO FLOW SHUTDOWN	MA353	2	CW	EA	0	0	1	228.36
04 09 01	GAS COMP BLOCK ASSY	MA255	1	CW	EA	0	0	1	180.93
	GAS COMP GASKET KIT FC35		1	CW	SE	0	0	1	97.9
	GAS COMP GASKET KIT FC35		20	CW	SE	0	1	1	97.9
	GAS COMP CROSSHEAD PIN	FC6	1	CW	EA	0	0	1	181.22
	GAS COMP LOCK BOLT ASSY	FC7	1	CW	EA	0	0	1	6.68
	GAS COMP MAIN BRG-HALF SHELL	MB10	11	CW	EA	0	0	4	66.26
	GAS COMP CON ROD BUSHING	MB15	4	CW	EA	0	0	4	49.5
	GAS COMP CROSSHEAD PIN BUSHING	MB87	4	CW	EA	0	0	4	39.25
05 09 01	GAS COMP SEAT ASSY	30-313024	2	CW	EA	0	0	2	118.26
	GAS COMP SEAT 35-313192		4	CW	EA	0	0	4	112
05 09 01	GAS COMP GUARD	35052355	2	CW	EA	0	0	2	100.58
	GAS COMP VLV GUARD	NO. MLR7	3	CW	EA	0	0	3	320
	GAS COMP VLV SEAT MLR76349DG1		15	CW	EA	0	0	15	320
	GAS COMP VLV GUARD MLR76350DG1	ALA DISC	3	CW	EA	0	0	3	309
	GAS COMP VLV GD MLR76350FG1		3	CW	EA	0	0	3	316
	GAS COMP SEAT ASSY	35-313192	2	CW	EA	0	0	2	112
	GAS COMP GAUGE MURPHY	A-25-T-EX	1	CW	EA	0	0	1	169

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UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

45 09 01	GAS COMP GAUGE MURPHY MDL.	SPL-C-35C	1	CW	EA	0	0	1	378.4
	GAS COMP VIB. SENSB	MURPHY I	1	CW	EA	0	0	1	125
	GAS COMP GAUGE 0-100 PSI	MURPHY I	1	CW	EA	0	0	1	165
	GAS COMP GAUGE 25-OP-30-EX		1	CW	EA	0	0	1	192
	GAS COMP MOTOR STARTER NELSON	7A1-RD-N	0	EA	SZ	1	0	0	1
	GAS COMP MOTOR STARTER	RA1-RB-N	1	CW	EA	0	0	1	1345
03 09 04	GAS COMP TATTLETAIL MURPHY	1221-PH	2	CW	EA	0	0	2	21
	GAS COMP BEARING HALF SHELL	ME-ID	16	C	EA	0	0	8	66.26
	GAS COMP THRUST COLLAR	ME-14	2	CW	EA	0	0	2	18.47
	GAS COMP. AUX DRIVE SPROCKET	MA142	1	CW	EA	0	0	1	27.2
	GAS COMP "O" RING GUIDE TO FRM	9-33-102A.	2	CW	EA	0	0	2	4.2
	GAS COMP " O RING OIL RETURN	MA-284	4	CW	EA	0	0	4	0.14
	GAS COMP " O RING GUIDE TO CYL	MA282	2	CW	EA	0	0	2	5.67
	GAS COMP CON ROD W/CAP MD-61	FC1	1	CW	EA	0	0	1	1215.29
	GAS COMP CRANKCASE OIL SEAL	MC43	2	CW	EA	0	0	2	350.54
	GAS COMP OIL SEAL GASKET	MA4	3	CW	EA	0	0	3	631
	GAS COMP " O RING OIL GALLERY	END MA-	2	CW	EA	0	0	2	0.34
	GAS COMP " O RING OIL GALLRY	END MA-I	3	CW	EA	0	0	2	0.21
	GAS COMP PUMP LUBE OIL	MB-16	1	CW	EA	0	0	1	306.5
	GAS COMP BEARING OIL PUMP	MA-207	2	CW	EA	0	0	2	4.16
	GAS COMP GASKET OIL PUMP	MA-48	1	CW	EA	0	0	1	2.79
	GAS COMP " O RING VERNIER	HOUSING	1	CW	EA	0	0	1	1.03
	GAS COMP PUMP REPLACEMENT	880187	1	CW	EA	0	0	3	117.69
	GAS COMP SPIDER PLASTIC	9-21-10	1	CW	EA	0	0	1	11.87
	GAS COMP BRG LUBE DRIVE ASSY	9-21-1E	2	CW	EA	0	0	2	3.09
	GAS COMP SEAL, LUBE DRIVE ASSY	9-21-ID	1	EA	9-	1	0	0	1
	GAS COMP"O"RING HOUSING TO FR	10-21-1E	1	CW	EA	0	0	1	0.31
	GAS COMP"O"RING COVER TO DRIVE	10-21-1D	1	CW	EA	0	0	1	0.16
	GAS COMP BUSHING REPLACEMENT	MA-3468	1	CW	EA	0	0	1	9.48
	GAS COMP CHECKVALVE PRELUUEE	MP54	1	CW	EA	0	0	1	88.18
	GAS COMP ELEMENT REPLACEMENT	MA-270W	1	CW	EA	0	0	1	29.1
	GAS COMP GASKET REPLACEMENT	MB-270B	1	CW	EA	0	0	1	1.34
	GAS COMP REGULATOR FRAME OIL	9-21-1AA	1	CW	EA	0	0	1	84.57
03 09 01	GAS COMP-LODI,"O"RING CYL HEAD	MA-221A	2	CW	EA	0	0	2	5.23
03 09 01	GAS COMP-LODI. PISTON ROD	ASSEMEC	1	CW	EA	0	0	1	2612.5
03 09 01	GAS COMP-LODI, RING PISTON	C368XXTC	16	6C	EA	0	0	8	13.71
03 09 01	GAS COMP VALVE SUCT.30-327107A	LODI	12	CW	EA	0	0	12	320.94
03 09 01	GAS COMP VLV DISCH.35-325746-A	LODI	12	CW	EA	0	0	12	363.58
03 09 01	GAS COMP ROD PISTON ASSY	RC-352	1	CW	EA	0	0	1	808.5
	GAS COMP SEAT 30-026295		2	CW	EA	0	0	2	112.38
	GAS COMP GUARD 10-026296		2	CW	EA	0	0	2	63.86

EXECUTION COPY

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMEDA AND LODI FACILITIES

04 01 01	GAS COMP PLATE,VLV 50-004658		28	8E		28	0	1	24
	GAS COMP LIFTWASHER 51-40H099		47	CW	EA	0	3	48	3.62
	GAS COMP SPRING CLOSING 60-1/5		86	CW	EA	0	6	96	1.64
	GAS COMP LVL CONT MICRO SW KIT	MS-LCE	4	CW	EA	0	0	5	24.96
	GAS CONT REPLACEMENT ASSY	RK-LCE	1	CW	EA	0	0	1	129.88
	GAS COMP SIGHT FEED ASSY	880269	18	CW	EA	0	0	12	31.1
	GAS COMP FLUSHING UNIT ASSY	92877	15	CW	EA	0	0	11	15
45 09 01	GAS COMP VALVE CONTROLLER	FISCHER I	1	CW	EA	0	0	1	833
03 09 01	GAS COMP, PACKING GASKET	MC-13P	0	CW	EA	0	0	2	2.32
03 09 01	GAS COMP, PACKING"O" RING	MC-13N	2	CW	EA	0	0	2	2.3
03 09 01	GAS COMP, SIDE COVER GASKET	ME-12	7	CW	EA	0	0	8	2.63
05 09 01	GAS COMP, CROSS HEAD JAM NUT	ME-136.51	1	CW	EA	0	0	2	65.49
03 09 01	GAS COMP. CROSS HEAD JAM NUTS	SET SCRE	2	CW	EA	0	0	2	0.45
45 09 01	GAS COMP - ALAMEDA. SET SCREW	# 109A2A4	4	CW	EA	0	0	2	0.4
45 09 01	GAS COMP - ALAMEDA,	CROSS HI	4	CW	EA	0	0	2	81
45 09 01	GAS COMP - ALAMEDA	HEAD GAS	3	CW	EA	0	0	2	10.13
45 09 01	GAS COMP - ALAMEDA. LUBRICATOR	CASE GAS	6	CW	EA	0	0	6	2.12
45 09 01	GAS COMP ALAMEDA	GLAND PA	2	CW	EA	0	0	2	405
04 09 01	GAS COMP RING RENEWAL. ALAMEDA	#3A11D40	6	CW	EA	0	0	12	44.87
05 09 01	GAS COMP RING RENEWAL, ALAMEDA	#4A11D40	2	CW	EA	0	0	4	47.18
								Value	41811.38

EXECUTION COPY

RESOLUTION NO. 2007-192

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE EXECUTION OF AGREEMENT FOR LAYOFF AND SALE RELATING TO COMBUSTION TURBINE PROJECT NUMBER ONE

WHEREAS, the City of Lodi has determined that a portion of its entitlement to the CT1 Project is surplus to its needs and that the sale of such CT1 entitlement is in its best overall interest; and

WHEREAS, the city of Roseville has expressed an interest in procuring Lodi's surplus entitlement in the CT1 Project; and

WHEREAS, all project participants, including the cities of Biggs and Gridley, are expected to receive mutual benefits by implementing the terms of the agreement; and

WHEREAS, the agreement provides that the City of Lodi will layoff 26.744% of project entitlement percentage in the CT1 units to the city of Roseville, which includes assuming Roseville's layoff obligations to the cities of Biggs and Gridley; and

WHEREAS, said agreement also provides for the sale of the Roseville CT1 units to the city of Roseville upon retirement of the bonds for the project and would further provide that the third phase agreement for the CT1 Project would, at the time the bonds for the project are retired, be amended to delete Roseville as a project participant and to add the city of Biggs and the city of Gridley as project participants; and

WHEREAS, Lodi supports the terms and conditions of the negotiated agreement for layoff and sale of project entitlement percentage relating to Combustion Turbine Project Number One.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council authorizes the City Manager or his designee to execute and administer an agreement for layoff and sale of project entitlement percentage to the city of Roseville relating to Combustion Turbine Project Number One and approves the first amendment to agreement for construction, operation, and financing of Combustion Turbine Project Number One to become effective at such time as related bonds are retired.

Dated: September 19, 2007

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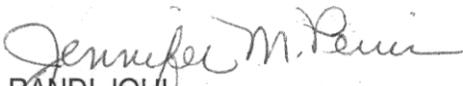
I hereby certify that Resolution No. 2007-192 was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – None

ABSTAIN: COUNCIL MEMBERS – None


for RANDI JOHL
City Clerk



Electric Utility Department

Roseville CT1 Sale

**City Council
September 19,2006**



Background

- Lodi presently owns rights to 34.78% (43 MW) of the output of NCPA Combustion Turbine Project (CT1 Project)
- CTI Project composed of 5 generating units (–25 MW each)
 - 2 at Roseville
 - 2 at Alameda
 - 1 in Lodi
- Project is about 20 years old with an estimated 20 years of life remaining



Objectives

- Roseville
 - To gain operational control of the two CT1 units located in Roseville
 - Long term to control the disposition of the Roseville CT assets and site
- Lodi
 - To reduce its annual costs for power production while increasing cash reserves
 - To reduce its long position in “peaking” assets to eventually replace with “baseload” capacity
- All CT1 participants
 - To place all of their CT1 Project rights in the control area where the capacity of the units are given value



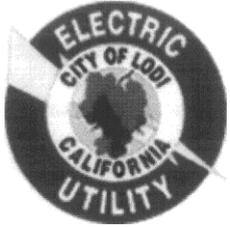
Phase 1 “Layoff”

- Lodi will “layoff” a 26.744% CT1 Project share (–33 MW) to Roseville (and to Biggs and Gridley by assuming Roseville’s obligations to these entities)
- A “layoff” is a sale of limited term, less than life of project
- Phase 1 continues until project debt is paid off (August 2010)
- Roseville has all rights, costs and liabilities associated with the 2 Roseville CT units
- Other participants rights, costs and liabilities move to the 3 Alameda and Lodi CT units
- Phase 1 begins when all ten CT1 Project participants sign agreement (tentatively October 2007)



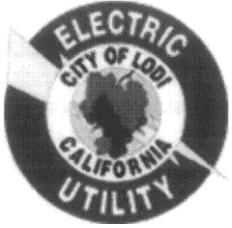
Phase 2 “Equity Sale”

- At conclusion of Phase 1, the “layoff” becomes a sale of equity to Roseville
- Roseville will then own the two Roseville CT units
- Other CTI participants rights continue in the Alameda and Lodi CT units
- Participation of Biggs and Gridley in CT1 Project is formalized



Compensation

- Within 15 days of start of Phase 1 (tentatively 10/15/07), Roseville will pay Lodi \$3.25 million
- Roseville will pay Lodi an additional \$650,000 at start of Phase 2 (tentatively 9/1/10)
- Upon start of Phase 1, Roseville will assume debt service, capital costs and O&M expenses associated with transferred interest from Lodi
 - Estimated FY2008 savings to Lodi is ~\$1.75 million
 - These savings will be passed on to Lodi customers through the Energy Cost Adjustment (ECA)



Lodi Benefits/Costs

- Lodi will receive a total of \$3.9 million in cash to help achieve Cash Reserve goal
- Lodi's annual expenses (debt, capital and O&M) associated with the sold entitlement will be eliminated (~\$1.75 million in current fiscal year)
- NCPA overhead cost allocations for Power Management costs could be reduced by about \$300,000 per year beginning in FY10
- Lodi may incur costs to replace a portion of the sold capacity until operation of New Lodi plant



Lodi Benefits/Costs

- Lodi will receive a total of \$3.85 million in cash to help achieve Cash Reserve goal
- Lodi's annual expenses (debt, capital and O&M) associated with the sold entitlement will be eliminated (~\$1.75 million in current fiscal year)
- NCPA overhead cost allocations for Power Management costs could be reduced by about \$300,000 per year beginning in FY10
- Lodi may incur costs to replace a portion of the sold capacity until operation of New Lodi plant

Questions?