

Section 10.0 Exceptions and Clarifications

For clarification of the project the following exceptions and assumptions are stated:

10.1 The Scope of Supply of this document does not include the following outlined items:

- Real estate property on which the Power Project is to be sited.
- Local, state, and/or government taxes associated with the Owner's corporations.
- Local, state, and/or government taxes associated with the Contractor furnished equipment.
- Any site environmental cleanup.
- Environmental permits. (Note: Contractor will assist in obtaining all permits where applicable.)
- Local county or state construction permit. (Contractor will assist in obtaining.)
- Fuel gas for blow down, flushing, commissioning, start-up, and operation.
- Supply of Owner furnished items as outlined in Section 2.0 of this Proposal.
- Operating spares. (Contractor will submit a list of recommended spare parts.)

10.2 This proposal is also based on the following assumptions:

- Owner to supply to Contractor or receive the items outlined in Section 2.
- Owner will provide all authority required to make the proposed utility interconnects.
- Owner will provide complete site for use as described in the TSD and associated drawings.
- Contractor to furnish and install "first fill" lubricants and chemicals for the plant.
- Contractor will provide soil borings to be utilized for site design.

- Owner to provide site survey as necessary
- Owner to provide custody transfer fuel metering and interconnect point at sit boundary as shown on drawings.
- Owner to provide fuel for plant commissioning and start-up.
- Owner to provide rights-of-way for roadways, entrances, pipeline, and transmission line to the Power Project.
- Performance guarantees, administration of warranty conditions will be discussed and agreed upon and inserted into the appropriate sections of this document at contract signing.
- Contractor will transfer software licenses to the Owner at the completion of the project. This will include the license documentation passwords and keys. It will be the responsibility of the owner to maintain these licensing articles for the time when the software needs to be reinstalled.
- The Contractor supplied DCS shall allow for system expansion through the addition of controllers, operator stations in the control panels, process I/O systems and / or process controllers while the equipment associated with the controller/computer are in manual mode. Modifications can be preformed while the Power Plant is operational and the equipment in question is in manual mode. Proper safety precautions must be adhered to. "Tag out" procedures may be required.
- Operator stations in the control room can be expanded while in remote mode and the Power Plant is operational.
- Various vendor supplied PLCs for the major equipment will use either function block or ladder logic programming. The Balance of Plant PLC will use ladder logic programming. The Gas Turbines will utilize a GE designed control system.
- Due to the "Fast Track" nature of this project, approval and payment of progress payments must be made in an expeditious manner to insure payment of subcontractors and suppliers. Any unjustified delay in CORPOELEC making any payment of the contract price to Contractor within fifteen (15) days of receipt of Contractor's corresponding invoice will, at Contractor's discretion, result in (i) a day-for-day extension to the project schedule.

- Contractor's warranty obligations with respect to any services or goods furnished by Contractor as part of its scope of work under the Contract shall not extend to normal wear and tear, normal degradation, or as a result of improper repair or alteration, misuse, negligence or damage (other than by Contractor).