
EXHIBITS
TO
PURCHASE AND SALE AGREEMENT

dated as of

September 9, 2009

by and between

SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA

and

WHEELABRATOR TECHNOLOGIES INC.

EXHIBIT A

WTE REAL PROPERTY AND LEGAL DESCRIPTIONS

I. Legal Description – RDF Plant Land & Conveyor Site to be Transferred

All those two (2) certain pieces or parcels of land lying and being in Portsmouth, Virginia, comprising a portion of the lands of the U.S. Naval Shipyard, Portsmouth, Virginia, and being more particularly described as follows:

A. RDF Processing Plant Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated westerly of Victory Boulevard, Virginia State Route 239, containing 363,508 square feet or 8.345 acres, more or less, that is designated “PARCEL ‘2B’” and shown on that certain plat entitled “_____”, dated _____, 2009 and prepared by Hoggard/Eure Associates, P.C., which plat shall be recorded in the Clerk’s Office of the Circuit Court of the City of Portsmouth, Virginia at or prior to closing.

The above describe property being part of the following:

(i) The land shown and designated as “Parcel 2” on that certain drawing entitled “SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY”, NAVFAC Drawing No. 4382107, dated 15 May 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk’s Office of the Circuit Court of the City of Portsmouth, Virginia, in Map Book 17, at page 219, and being attached as Exhibit A to, and made a part of, that certain Grant of Easement dated July 1, 1999 between the United States of America, acting by and through the Commander, Atlantic Division, Naval Facilities Engineering Command, acting under the direction of the Secretary of the Navy (the “Government”) and the Southeastern Public Service Authority of Virginia (“SPSA”) that is recorded in the Clerk’s Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1266, at page 595 (the “RDF Grant of Easement”), which Parcel 2 is more particularly described by courses and distances in the RDF Grant of Easement, reference to which is hereby made; and

(ii) That certain property acquired by the United States of America from Oscar F. Smith, Jr., et. al., by virtue of Deed dated 1 July 1942 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Norfolk County Deed Book 775, at page 534.

B. Conveyor Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated generally easterly of Victory Boulevard, Virginia State Route 239, containing 6,161 square feet or 0.1414 of an acre, more or less, and being as shown and designated as "Parcel 4" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382109, dated 15 May 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Map Book 17, at page 221, and being attached as Exhibit B to, and made a part of, the RDF Grant of Easement. The above-described Parcel 4 is more particularly described by courses and distances in the RDF Grant of Easement, reference to which is hereby made.

The above-described Parcel 4 being a portion of that certain property acquired by the United States of America from Oscar F. Smith, Jr., et. al., by virtue of Deed dated 1 July 1942 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Norfolk County Deed Book 775, at page 534.

Together with the right to install, operate, maintain, repair and replace a conveyor across but under the right-of-way of Victory Boulevard, Virginia State Route 239, and connecting the RDF Processing Plant Site described in Section I.A above with said Conveyor Site described in Section I.B. Said underground conveyor being located within fifteen (15) feet on either side of that certain centerline as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382109 recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Map Book 17 at page 221.

SUBJECT TO the Government's rights of access through, over and across the property described in this Section I for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

Transfer of the property described in this Section I is made TOGETHER WITH and SUBJECT TO the easements, appurtenances, rights, obligations and duties set forth in the RDF Grant of Easement and Contract No. N62470-80-C-3916, as modified, between the Government and SPSA (the "Navy Contract").

II. Legal Description – Power Plant Land

All those two (2) certain pieces or parcels of land lying and being in Portsmouth, Virginia, comprising a portion of the lands of the U.S. Naval Shipyard, Portsmouth, Virginia, and being more particularly described as follows:

A. Power Plant Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated northerly and easterly of Elm Avenue, Virginia State Route 337, containing 684,345 square feet or 15.7104 acres, more or less, and being as shown and designated as "Parcel B" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382105, dated 14 May 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia, in Map Book 17, at page 217, and being attached as Exhibit A to, and made a part of, that certain Grant of Easement dated July 1, 1999 between the Government and SPSA that is recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 1266, at page 576 (the "Power Plant Grant of Easement"). The above-described Parcel B is more particularly described by courses and distances in the Power Plant Grant of Easement, reference to which is hereby made.

Together with the right to use, in common with others, that certain Ingress/Egress Easement, said easement being of variable width and being located as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382105.

SUBJECT TO the Government's rights of access through, over and across the Power Plant Site described in this Section II.A for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

SUBJECT TO the Government's rights of access as more particularly set forth in the Navy Contract.

The above-described Power Plant Site being a portion of that certain property acquired by the United States of America from Atlantic Creosoting Company, et. al., by virtue of Deed dated 16 December 1940 and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia, in Deed Book 611, at page 293, and by virtue of Condemnation Miscellaneous No. 6758, filed on 2 February 1942 in the United States District Court for the Eastern District of Virginia, Norfolk Division.

B. Water Storage and Pump Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated northerly of Elm Avenue, Virginia State Route 337, containing 16,246 square feet or 0.3730 acres, more or less, and being as shown and designated as "Parcel B" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382106, dated 14 May 1998, revised 12 October 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia in Map Book 17, at page 218, and being attached as Exhibit B to, and made a part of, the Power Plant Grant of Easement. The above-described 0.3730 acre parcel of land is more particularly described by courses and distances in the Power Plant Grant of Easement, reference to which is hereby made.

Together with the right to use, in common with others, that certain Ingress/Egress Easement and the right to use, on an exclusive use basis, that certain Utility Easement, said easements being 25 feet in width and being located as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382106.

SUBJECT TO the Government's rights of access through, over and across the Water Storage and Pump Site described in this Section II.B for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

SUBJECT TO the Government's rights of access as more particularly set forth in the Navy Contract.

The above-described 0.3730 acre parcel of land being a portion of that certain property acquired by the United States of America from Portsmouth Company, et. al., by virtue of Declaration of Taking, Condemnation Miscellaneous No. 6805, filed on 6 July 1942 in the United States District Court for the Eastern District of Virginia, Norfolk Division.

Transfer of the property described in this Section II is made TOGETHER WITH and SUBJECT TO the easements, appurtenances, rights, obligations and duties set forth in the Power Plant Grant of Easement and the Navy Contract.

III. Legal Description – Transfer House Property

ALL that certain lot, piece or parcel of land with the appurtenances thereunto belonging lying, being and situate in the City of Portsmouth, Virginia, and being known, numbered and designated as “Parcel 'A' 0.6675 acres (29,078.95 sq. ft.)” as shown on that certain plat entitled “Plat Showing Subdivision of Parcel of Property owned by Atlantic Wood Industries to be conveyed to Southeastern Public Service Authority of Virginia, Portsmouth, Virginia” dated December 2, 1985, revised December 30, 1985, made by Hassell & Folkes, P.C. and recorded in the Clerk’s Office of the Circuit Court of the City of Portsmouth, Virginia in Map Book 13, at page 119, reference to which plat is hereby made for a more particular description of the above-described Parcel 'A'.

IT BEING the same property conveyed to the Southeastern Public Service Authority of Virginia by deed dated February 17, 1986 recorded in the Clerk’s Office of the Circuit Court of the City of Portsmouth, Virginia in Deed Book 953, at page 515.

EXHIBIT B

IRREVOCABLE OFFER

Attached.

EXHIBIT C
SERVICE AGREEMENT

Attached.

EXHIBIT D

FORM OF ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), dated as of September [***], 2009, by and among **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("Seller"), **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Buyer"), and **SUNTRUST BANK**, a Georgia banking corporation, as escrow agent (the "Escrow Agent").

WHEREAS, Buyer has executed and delivered to Seller that certain Irrevocable Offer Relating to the Comprehensive Agreement dated September [***], 2009 (the "Irrevocable Offer"), pursuant to which Buyer wishes to purchase the Acquired Assets from Seller in accordance with the terms and conditions of the Purchase and Sale Agreement dated September [***], 2009 (the "Purchase Agreement"), and to manage, operate and maintain the WTE Facilities in accordance with the terms and conditions of the Service Agreement dated September [***], 2009;

WHEREAS, this Escrow Agreement is being entered into pursuant to Section 2(a) of the Irrevocable Offer and Section 2.06(e)(ii) of the Purchase Agreement for the purpose of establishing two (2) escrow accounts as follows: (a) the deposit escrow account, if necessary, and (b) in the event there exists a Disputed Amount at Closing, a purchase price adjustment escrow account;

WHEREAS, Section 2(a) of the Irrevocable Offer provides that, on the next Business Day immediately following Buyer's receipt of notice (if any) from Seller that Buyer's Bid Offer has been tentatively selected by Seller's Board of Directors (the "Selection Notice"), the Buyer may, in lieu of obtaining or causing the Letter of Credit to be issued and delivered to SPSA in accordance with the Irrevocable Offer, deposit Five Million Dollars (\$5,000,000) with the Escrow Agent, which shall be held and disbursed by the Escrow Agent in accordance with the terms and conditions hereinafter set forth;

WHEREAS, Section 2.06(e)(ii) of the Purchase Agreement provides that at Closing, in the event any objections contained in the Objection Notice remain unresolved between Buyer and Seller with respect to the Pre-Closing Report and the determination of the Pre-Closing Cost, Buyer shall deposit the Disputed Amount with the Escrow Agent, which shall be held and disbursed by the Escrow Agent in accordance with the terms and conditions hereinafter set forth; and

WHEREAS, the Escrow Agent is willing to act as escrow agent in respect of the Escrow Funds (as hereinafter defined) upon the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions. Capitalized terms used in this Escrow Agreement shall have the meanings set forth below and elsewhere in this Escrow Agreement, applicable to both the singular and plural forms:

(a) “Adjustment Escrow Funds” means the Disputed Amount plus all interest, dividends and other earnings thereon received by or credited to the various accounts of Escrow Agent, less any funds distributed or paid therefrom in accordance with this Escrow Agreement.

(b) “Deposit Escrow Funds” means the Deposit plus all interest, dividends and other earnings thereon received by or credited to the various accounts of Escrow Agent, less any funds distributed or paid therefrom in accordance with this Escrow Agreement.

(c) “Escrow Funds” means the Deposit Escrow Funds, the Adjustment Escrow Funds and any investment income (as referred to in Section 6 below) thereon.

(d) “Joint Written Direction” means a written direction executed by Buyer and Seller to disburse all or a portion of the Deposit Escrow Funds or Adjustment Escrow Funds, as the case may be, or to take or refrain from taking an action pursuant to this Escrow Agreement.

Capitalized terms used but not otherwise defined in this Escrow Agreement shall have the meanings given to such terms under the Purchase Agreement.

2. Appointment of Escrow Agent. Seller and Buyer hereby appoint SunTrust Bank as Escrow Agent in accordance with the terms and conditions set forth herein, and Escrow Agent hereby accepts such appointment, all upon the terms and conditions set forth in this Escrow Agreement.

3. Deposits in Escrow.

(a) Deposit of Deposit Escrow Funds. Buyer, on the third Business Day immediately following Buyer’s receipt of the Selection Notice, may, in lieu of obtaining or causing the Letter of Credit to be issued and delivered to SPSA in accordance with the Irrevocable Offer, deliver the Deposit to be deposited with Escrow Agent pursuant to the wire instructions set forth on Schedule 1. Buyer and Seller hereby authorize and direct the Escrow Agent to keep the Deposit Escrow Funds in its possession, free and clear of any and all claims, liens and encumbrances whatsoever, pending the disbursement thereof in accordance with the terms of this Escrow Agreement and Escrow Agent accepts such Deposit Escrow Funds subject to the foregoing terms.

(b) Deposit of Adjustment Escrow Funds. At Closing, if there is a Disputed Amount as described in Section 2.06(e)(ii) of the Purchase Agreement, Buyer shall deposit the Disputed Amount with the Escrow Agent pursuant to the wire instructions set forth on Schedule 1. Buyer and Seller hereby authorize and direct the Escrow Agent to keep the Adjustment Escrow Funds in its possession, free and clear of any and all claims, liens and encumbrances whatsoever, pending the disbursement thereof in accordance with the terms of this Escrow Agreement and Escrow Agreement accepts such Adjustment Escrow Funds subject to the foregoing terms.

4. Disbursement of Deposit Escrow Funds. The Escrow Agent shall hold and safeguard the Deposit Escrow Funds in its possession until instructed hereunder to release the Deposit Escrow Funds in accordance with the terms of this Section 4.

(a) If deposited by Buyer, Escrow Agent shall disburse the Deposit Escrow Funds at any time and from time to time, upon receipt of, and in accordance with, a Joint Written Direction containing wire instructions for such disbursement.

(b) If Seller is entitled to payment of the Deposit Escrow Funds pursuant to Section 11.03(a) of the Purchase Agreement, Seller shall deliver to Escrow Agent a written notice (a "Seller Notice") certifying that Seller is entitled to payment in full of the Deposit Escrow Funds under the Purchase Agreement. Upon receipt of a Seller Notice, Escrow Agent shall within five (5) Business Days forward a copy of such Seller Notice to Buyer and Buyer's legal counsel in accordance with Section 12(e) of this Escrow Agreement. If within ten (10) Business Days after the delivery of a Seller Notice to Buyer and Buyer's legal counsel Escrow Agent does not receive a statement from Buyer disputing the right of Seller to the Deposit Escrow Funds as set forth in the Seller Notice (a "Buyer Objection Notice"), Escrow Agent will promptly pay to Seller all of the Deposit Escrow Funds.

(c) If Buyer is entitled to payment of the Deposit Escrow Funds pursuant to Section 11.03(b) of the Purchase Agreement, Buyer shall deliver to Escrow Agent a written notice (a "Buyer Notice") certifying that Buyer is entitled to payment, in full or in part, of the Deposit Escrow Funds under the Purchase Agreement. Upon receipt of a Buyer Notice, Escrow Agent shall within five (5) Business Days forward a copy of such Buyer Notice to Seller and Seller's legal counsel in accordance with Section 12(e) of this Escrow Agreement. If within ten (10) Business Days after the delivery of a Buyer Notice to Seller and Seller's legal counsel Escrow Agent does not receive a statement from Seller disputing Buyer's right to the Deposit Escrow Funds as set forth in the Buyer Notice (a "Seller Objection Notice"), Escrow Agent will promptly pay to Buyer the Deposit Escrow Funds.

(d) If, during either of the ten (10) Business Day periods referred to in Section 4(b) and (c) above, Escrow Agent receives either a Seller Objection Notice or a Buyer Objection Notice, as the case may be, Escrow Agent will promptly forward a copy of (i) the Seller Objection Notice to Buyer and Buyer's legal counsel, or (ii) the Buyer Objection Notice to Seller and Seller's legal counsel, as the case may be, and continue to hold in escrow the Deposit Escrow Funds until receipt of (i) a Joint Written Direction, or (ii) a certified copy of a final, non-appealable order of a court of competent jurisdiction ordering Escrow Agent to disburse the Deposit Escrow Funds. Upon receipt of such Joint Written Direction referred to in Section 5(d)(i) or final order referred to in Section 5(d)(ii) of this Escrow Agreement, the Escrow Agent shall promptly comply with its terms.

5. Disbursement of Adjustment Escrow Funds. The Escrow Agent shall hold and safeguard the Adjustment Escrow Funds in its possession until receipt of (a) a Joint Written Direction directing the disbursement of the Adjustment Escrow Funds pursuant to Section 2.06(g) of the Purchase Agreement, or (b) a certified copy of a final, non-appealable order of a court of competent jurisdiction ordering Escrow Agent to disburse the Adjustment Escrow Funds. Upon receipt of such Joint Written Direction referred to in Section 5(a) or final order

referred to in Section 5(b) of this Escrow Agreement, Escrow Agent shall promptly comply with its terms.

6. Investment of the Escrow Funds. During the term of this Escrow Agreement, Escrow Agent shall initially invest and reinvest the Escrow Funds in **RidgeWorth US Treasury Market Fund**. Escrow Agent shall have no responsibility for any investment losses resulting from the investment, reinvestment or liquidation of the Escrow Funds except for losses resulting from the gross negligence or willful misconduct of Escrow Agent. Any interest or other income received on such investment and reinvestment of the Deposit Escrow Funds and the Adjustment Escrow Funds shall become part of the Deposit Escrow Funds or the Adjustment Escrow Funds, as the case may be, and any losses incurred on such investment and reinvestment of the Deposit Escrow Funds and the Adjustment Escrow Funds shall be debited against the Deposit Escrow Funds or the Adjustment Escrow Funds, as the case may be. The Escrow Funds shall be invested and reinvested as set forth above unless Escrow Agent is notified differently in writing by Seller.

7. Termination. This Escrow Agreement shall terminate upon the distribution pursuant to Sections 4 and 5 above of all Deposit Escrow Funds and the Adjustment Escrow Funds from the accounts established hereunder. The provisions of Sections 8, 10 and 11 of this Escrow Agreement shall survive the termination of this Escrow Agreement and the earlier resignation or removal of Escrow Agent.

8. Compensation of Escrow Agent. Escrow Agent shall be entitled to payment solely from Buyer for customary fees and expenses for all services rendered by it hereunder pursuant to the fee schedule set forth in Schedule 2 attached hereto. Buyer shall reimburse Escrow Agent on demand for all loss, liability, damage, disbursements, advances or expenses paid or incurred by it in the administration of its duties hereunder, including, but not limited to, all reasonable counsel, advisors' and agents' fees and disbursements and all taxes or other governmental charges. The obligations contained in this Section 8 shall survive the termination of this Escrow Agreement and the resignation or removal of Escrow Agent.

9. Resignation of Escrow Agent. Escrow Agent may resign and be discharged from its duties hereunder at any time by giving not less than thirty (30) calendar days' prior written notice of such resignation to Buyer and Seller in accordance with Section 12(e) of this Escrow Agreement. Thereafter, Escrow Agent shall have no further obligation to Buyer and Seller except to hold the Deposit Escrow Funds and the Adjustment Escrow Funds as depository and not otherwise. Buyer and Seller may remove Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to Escrow Agent in accordance with Section 12(e) of this Escrow Agreement. Upon such notice, a successor escrow agent shall be appointed by Buyer and Seller, who shall provide written notice of such to the resigning Escrow Agent in accordance with Section 12(e) of this Escrow Agreement. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If Buyer and Seller are unable to agree upon a successor escrow agent within thirty (30) days after such notice, Escrow Agent may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its reasonable attorneys' fees and expenses) incurred by Escrow Agent in connection with such proceeding shall be paid by Buyer. Upon receipt of the identity of the successor escrow agent,

Escrow Agent shall either deliver the Deposit Escrow Funds and the Adjustment Escrow Funds then held hereunder to the successor Escrow Agent. Upon its resignation and delivery of the Escrow Funds as set forth in this Section 9, Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Funds or this Escrow Agreement.

10. Indemnification of Escrow Agent. Buyer and Seller shall jointly and severally indemnify, defend and hold harmless Escrow Agent and its officers, directors, employees, representatives and agents, from and against and reimburse Escrow Agent for any and all claims, expenses, obligations, liabilities, losses, damages, injuries (to person, property, or natural resources), penalties, stamp or other similar taxes, actions, suits, judgments, reasonable costs and expenses (including reasonable attorney's fees and expenses) of whatever kind or nature regardless of their merit, demanded, asserted or claimed against Escrow Agent directly or indirectly relating to, or arising from, claims against Escrow Agent by reason of its participation in the transactions contemplated hereby, including without limitation all reasonable costs required to be associated with claims for damages to persons or property, and reasonable attorneys' and consultants' fees and expenses and court costs except to the extent caused by Escrow Agent's gross negligence or willful misconduct. The provisions of this Section 10 shall survive the termination of this Escrow Agreement or the earlier resignation or removal of Escrow Agent.

11. Escrow Agent.

(a) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied against Escrow Agent. Escrow Agent shall not be subject to, nor required to comply with, any other agreement to which Buyer or Seller is a party, even though reference thereto may be made herein, or to comply with any direction or instruction (other than those contained herein or delivered in accordance with this Escrow Agreement) from Buyer or Seller or an entity acting on its behalf. Escrow Agent shall not be required to expend or risk any of its own funds or otherwise incur any liability, financial or otherwise, in the performance of any of its duties hereunder.

(b) If at any time Escrow Agent is served with any judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process which in any way affects the Escrow Funds (including but not limited to orders of attachment or garnishment or other forms of levies or injunctions or stays relating to the transfer of the Escrow Funds), Escrow Agent is authorized to comply therewith in any manner it or legal counsel of its own choosing deems appropriate; and if Escrow Agent complies with any such judicial or administrative order, judgment, decree, writ or other form of judicial or administrative process, Escrow Agent shall not be liable to any of the parties hereto or to any other person or entity even though such order, judgment, decree, writ or process may be subsequently modified or vacated or otherwise determined to have been without legal force or effect.

(c) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties

hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or conclusively relying upon any instruction, notice, demand, certificate or document from Buyer and Seller or any entity acting on behalf of Buyer or Seller, (ii) for any indirect, consequential, punitive or special damages, regardless of the form of action and whether or not any such damages were foreseeable or contemplated, (iii) for the acts or omissions of its nominees, correspondents, designees, agents, subagents or subcustodians, (iv) for the investment or reinvestment of any cash held by it hereunder, in each case in good faith, in accordance with the terms hereof, including without limitation any liability for any delays (not resulting from its gross negligence or willful misconduct) in the investment or reinvestment of the Escrow Funds, or any loss of interest or income incident to any such delays, or (v) for an amount in excess of the value of the Escrow Funds, valued as of the date of deposit, but only to the extent of direct money damages.

(d) Escrow Agent may consult with legal counsel of its own choosing, at the expense of Buyer, as to any matter relating to this Escrow Agreement, and Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

(e) Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

(f) Escrow Agent shall be entitled to conclusively rely upon any order, judgment, certification, demand, notice, instrument or other writing delivered to it hereunder without being required to determine the authenticity or the correctness of any fact stated therein or the propriety or validity or the service thereof. Escrow Agent may act in conclusive reliance upon any instrument or signature believed by it to be genuine and may assume that any person purporting to give receipt or advice to make any statement or execute any document in connection with the provisions hereof has been duly authorized to do so.

(g) Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement. Escrow Agent shall not be called upon to advise any party as to the wisdom in selling or retaining or taking or refraining from any action with respect to any securities or other property deposited hereunder.

(h) Escrow Agent shall not be under any duty to give the Escrow Funds held by it hereunder any greater degree of care than it gives its own similar property and shall not be required to invest any funds held hereunder except as directed in this Escrow Agreement. Uninvested funds held hereunder shall not earn or accrue interest.

(i) At any time Escrow Agent may request an instruction in writing from the Buyer and Seller and may, at its own option, include in such request the course of action it

proposes to take and the date on which it proposes to act, regarding any matter arising in connection with its duties and obligations hereunder. Escrow Agent shall not be liable for acting in accordance with such a proposal on or after the date specified therein, provided that the specified date shall be at least three (3) Business Days after Buyer and Seller receives Escrow Agent's request for instructions and its proposed course of action, and provided further that, prior to so acting, Escrow Agent has not received the written instructions requested.

(j) When Escrow Agent acts on any information, instructions, communications (including, but not limited to, communications with respect to the delivery of securities or the wire transfer of funds) sent by facsimile, email or other form of electronic or data transmission, Escrow Agent, absent gross negligence or willful misconduct, shall not be responsible or liable in the event such communication is not an authorized or authentic communication of Buyer or Seller or is not in the form Buyer and Seller sent or intended to send (whether due to fraud, distortion or otherwise). Buyer and Seller shall indemnify Escrow Agent against any loss, liability, claim or expense (including legal fees and expenses) it may incur with its acting in accordance with any such communication.

(k) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than to retain possession of the Escrow Funds, unless Escrow Agent receives written instructions, signed by Buyer and Seller, which eliminates such ambiguity or uncertainty.

(l) In the event of any dispute between or conflicting claims among Buyer and Seller and any other person or entity with respect to the Escrow Funds, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Funds so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to Buyer and Seller for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. Any court order, judgment or decree shall be accompanied by a legal opinion by counsel for the presenting party, satisfactory to Escrow Agent, to the effect that said order, judgment or decree represents a final adjudication of the rights of the parties by a court of competent jurisdiction, and that the time for appeal from such order, judgment or decree has expired without an appeal having been filed with such court. Escrow Agent shall act on such court order and legal opinions without further question. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) incurred in connection with such proceeding shall be paid by Buyer.

(m) Escrow Agent does not have any interest in the Escrow Funds deposited hereunder but is serving as escrow holder only and having only possession thereof. Buyer shall pay or reimburse Escrow Agent upon request for any transfer taxes, if any, or other taxes relating to the Escrow Funds incurred in connection herewith and shall indemnify and hold harmless Escrow Agent from any amounts that it is obligated to pay in the way of such taxes, if any. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. Buyer and Seller will provide Escrow Agent with appropriate W-9 forms for tax identification number certifications. It is understood that Escrow Agent shall only be responsible for income reporting (income reporting to which party?) with respect to income earned on the Escrow Funds and will not be responsible for any other reporting. This paragraph shall survive notwithstanding any termination of this Escrow Agreement or the resignation or removal of Escrow Agent.

(n) Escrow Agent shall provide to Buyer and Seller monthly statements setting forth the balance of the Deposit Escrow Funds and the Adjustment Escrow Funds, all interest earned and all distributions made, which statements shall be delivered to Buyer and Seller at their respective addresses set forth in Section 12(e).

12. Miscellaneous.

(a) This Escrow Agreement embodies the entire agreement and understanding among the parties relating to the subject matter hereof.

(b) This Escrow Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without reference to the principles of conflict of laws.

(c) This Escrow Agreement is subject to and controlled by the terms of the Purchase Agreement. Nothing contained in this Escrow Agreement shall supersede, modify, limit, eliminate or otherwise affect any of the respective rights, duties and obligations of Buyer and Seller set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Escrow Agreement as such inconsistency or conflict pertains to the rights, duties and obligations of Buyer and Seller, the terms of the Purchase Agreement shall prevail.

(d) Except as otherwise expressly provided in this Escrow Agreement, the parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with this Escrow Agreement may be brought in the United States District Court for the Eastern District of Virginia or any other Virginia court sitting in Norfolk, Virginia, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may not or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Each party agrees that service of process on such party as provided in

Section 12(e) of this Escrow Agreement shall be deemed effective service of process on such party.

(e) All notices, requests, claims, demands and other communications under this Escrow Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by fax (providing confirmation of transmission) at the following addresses or fax numbers (or at such other address or fax number for a party as will be specified by like notice):

if to Seller, to:

Southeastern Public Service Authority of Virginia
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Rowland L. Taylor
Phone: 1-757-424-4069
Facsimile: 1-757-424-4133

with a copy (which shall not constitute notice) to:

Williams Mullen
1666 K Street, NW
Suite 1200
Washington, DC 20006
Attention: Warren E. Nowlin
Phone: 1-202-833-9200
Facsimile: 1-202-293-5939

with a copy (which shall not constitute notice) to:

Willcox & Savage, P.C.
1800 Bank of America Center
One Commercial Place
Norfolk, Virginia 23510
Attn: Anthony M. Thiel
Phone: 1-757-628-5524
Facsimile: 1-757-628-5566

If to Buyer, to:

Wheelabrator Technologies Inc.
4 Liberty Lane West
Hampton, New Hampshire 03842
Attn: General Counsel
Facsimile: 603-929-3365
Phone: 603-929-3218

with a copy (which shall not constitute notice) to:

McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attn: John Lain
Phone: 804-775-1000
Facsimile: 803-775-1061

If to Escrow Agent, to:

SunTrust Bank
Mail Code CS-HDQ-5307
919 East Main Street, 7th Floor
Richmond, Virginia 23219
Attention: Emily J. Hare
Phone: 1-804-782-5400
Facsimile: 1-804-782-7855

(f) The headings of the Sections of this Escrow Agreement have been inserted for convenience and shall not modify, define, limit or expand the express provisions of this Escrow Agreement.

(g) This Escrow Agreement and the rights and obligations hereunder of parties hereto may not be assigned except with the prior written consent of the other parties hereto. This Escrow Agreement shall be binding upon and inure to the benefit of each party's respective successors and permitted assigns. Except as expressly provided herein, no other person shall acquire or have any rights under or by virtue of this Escrow Agreement. This Escrow Agreement is intended to be for the sole benefit of the parties hereto, and (subject to the provisions of this Section 12(g)) their respective successors and assigns, and none of the provisions of this Escrow Agreement are intended to be, nor shall they be construed to be, for the benefit of any third person.

(h) This Escrow Agreement may not be amended, supplemented or otherwise modified without the prior written consent of the parties hereto.

(i) The parties hereto acknowledge that, in accordance with Section 326 of the USA Patriot Act Escrow Agent, like all financial institutions, is required to obtain, verify, and record information that identifies each person or legal entity that opens an account. The parties to this Escrow Agreement agree that they will provide Escrow Agent with such information as it may request in order for Escrow Agent to satisfy the requirements of the USA Patriot Act.

(j) This Escrow Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

(k) Nothing contained in this Escrow Agreement shall be deemed or construed to obligate Seller to execute or deliver the Purchase Agreement or perform any term or condition contained therein.

(l) The rights and remedies conferred upon the parties hereto shall be cumulative, and the exercise or waiver of any such right or remedy shall not preclude or inhibit the exercise of any additional rights or remedies. The waiver of any right or remedy hereunder shall not preclude the subsequent exercise of such right or remedy.

(m) The invalidity, illegality or unenforceability of any provision of this Escrow Agreement shall in no way affect the validity, legality or enforceability of any other provision; and if any provision is held to be unenforceable as a matter of law, the other provisions shall not be affected thereby and shall remain in full force and effect.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement as of the day and year first above written.

SELLER:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

BUYER:

WHEELABRATOR TECHNOLOGIES
INC.

By: _____
Name: _____
Title: _____

ESCROW AGENT:

SUNTRUST BANK

By: _____
Name: Emily J. Hare
Title: Vice President

[Signature Page to Escrow Agreement]

Schedule 1

Escrow Agent Wire Instructions

BANK: SunTrust Bank
ABA NUMBER: 061000104
ACCOUNT NAME: Escrow Services
REFERENCE: SPSA/[Buyer] – escrow account XXXXXXXX – [to be provided before closing]

Schedule 2

Escrow Agent Fees

(a) Escrow fee for investment in RidgeWorth Money Market Fund. In the event that the Escrow Funds are invested in the RidgeWorth Money Market account, there shall be no fee for escrow services (including, but not limited to, the annual administrative fee) except for (i) the \$350 one-time legal review fee which is payable at time of Closing (as defined in Purchase Agreement) and (ii) those fees listed in Section (c) of this Schedule 2.

(b) Escrow fee for investment other than RidgeWorth Money Market Fund. In the event that the Escrow Funds are not invested in the RidgeWorth Money Market Fund, the fees for escrow services shall include (i) the \$350 one-time legal review fee which is payable at time of Closing, and (ii) annual administrative fee of \$2,500 (the "Administrative Fee"). The Administrative Fee is payable at time of Closing and if applicable, will be invoiced each year to Buyer on the anniversary date of the Closing.

(c) Costs and Other Fees. The above referenced fees in (a) and (b) include four (4) wires per month and all other reasonable out of pocket expenses reasonably and necessarily incurred by the Escrow Agent, including without limitation, charges for postage, couriers, overnight mail, money wire transfers, long distance charges and facsimiles. A \$25 wire fee will be charged for each additional wire greater than four on a monthly basis. The above referenced fees in (a) and (b) do not include extraordinary services, which will be priced according to time and scope of duties. The costs and fees under this paragraph shall be deemed earned in full upon receipt by the Escrow Agent, and no portion shall be refundable for any reason, including without limitation, termination of the Escrow Agreement.

EXHIBIT E

FORM OF IRREVOCABLE LETTER OF CREDIT

_____, 2009

Letter of Credit No.: _____

Amount: FIVE MILLION DOLLARS (U.S. \$5,000,000)

Account Party: Wheelabrator Technologies Inc. (the "Company")

Payee: Southeastern Public Service Authority of Virginia ("Payee")
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Rowland L. Taylor

Gentlemen:

At the request and on instructions of Wheelabrator Technologies Inc., a Delaware corporation (the "Company"), JPMorgan Chase Bank, N.A. ("Issuing Bank") hereby establishes in favor of Southeastern Public Service Authority of Virginia ("Payee") this Irrevocable Letter of Credit ("LOC") in the aggregate amount of Five Million Dollars (\$5,000,000) (the "Face Amount"). We understand this LOC is furnished in connection with and pursuant to (i) that certain Irrevocable Offer relating to the Comprehensive Agreement dated as of September 9, 2009 between the Company and the Payee (the "Irrevocable Offer"), and (ii) that certain Purchase and Sale Agreement dated as of September 9, 2009 between the Company and the Payee (the "Purchase and Sale Agreement"), pursuant to which the Company has agreed to secure its performance and payment obligations thereunder, in part, by this LOC.

Demands for payment hereunder may be made in whole or in part from time to time by, and the Issuing Bank shall pay upon, presentation to the Issuing Bank of one or more drafts at sight, each of which shall be in the form of Attachment 1 attached hereto, signed by an officer of Payee (or one describing himself/herself therein as such). All such drafts hereunder together shall not exceed the Face Amount in the aggregate.

All demands for payment hereunder, together with any documents presented to Issuing Bank in connection therewith, as well as all notices and other communications to Issuing Bank in respect of this LOC, shall be in writing, shall make specific reference to this LOC by number, and shall be addressed and presented or personally delivered to the Issuing Bank, Address: _____ Attn _____, with copies to: (i) _____, Attn: _____ and (ii) _____, Attn: _____. Such documents, notices, and other communications shall be personally delivered or mailed by U.S. Registered Mail or overnight courier to Issuing Bank. Issuing Bank reserves the right to change the address for notices hereunder by delivering written notice of any such change to the Payee at

the address above. Payments hereunder will be made without any requirement of prior notice to the Company.

We hereby agree with you that if documents are presented to us under this LOC at or prior to 12:00 p.m. (Eastern Time), on a Business Day, and provided that such documents are presented conform with the terms and conditions of this LOC, payment shall be effected by us in immediately available funds by the close of business on the third (3rd) Business day following the date of presentation. If documents are presented to us under this LOC after 12:00 p.m. (Eastern Time) on a Business Day and provided that such documents conform with the terms and conditions of this LOC, payment shall be effected by us in immediately available funds on the fourth following business day. As used in this LOC, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of New York are authorized or required by law to close.

THE MAXIMUM LIABILITY OF THE ISSUING BANK UNDER THIS LOC IS EXPRESSLY LIMITED TO AND SHALL NOT EXCEED THE SUM OF FIVE MILLION DOLLARS (\$5,000,000).

This LOC shall become null and void and be of no further force and effect upon the earlier to occur of: (i) the Issuing Bank's payment in full of its obligations hereunder, or (ii) the expiration of this LOC on March 31, 2010 in accordance with its terms, or (iii) our receipt of the original LOC, including any amendments, accompanied by your statement indicating that you are returning the LOC for termination.

This LOC may not be transferred in whole or in part.

It is a condition of this LOC that it shall be automatically extended without amendment for additional twelve (12) month periods from the present or each future expiry date, unless at least sixty (60) days prior to the current expiration date we send notice in writing to you via overnight courier or hand delivery at the above address, that we elect not to automatically extend this letter of credit for any additional period. However, in no event shall this LOC be automatically extended beyond the final expiry date of December 31, 2017. Upon such notice to you, you may draw on us at sight for an amount not to exceed the balance remaining in this LOC within the then-applicable expiry date, by your swift or presentation of your draft at sight drawn on JPMorgan Chase Bank, N.A., mentioning thereon "Draw on JPMorgan Chase Bank, N.A. Letter of Credit # _____."

In the event this LOC is subsequently amended by us to either:

- (a) rescind a notice of non-extension and to extend the expiry date hereof to a future date, or
- (b) extend the expiry date to a date that is after the stated final expiry date hereof, such extension shall be for that single period only and this LOC will not be subject to any future automatic extensions unless otherwise stated.

This LOC sets forth in full the terms of Issuing Bank's undertaking, and this undertaking shall not in any way be modified, amended or amplified by reference to any document, instrument, or agreement referred to herein (except the Uniform Customs (hereinafter defined)) or in which this LOC is referred to or to which this LOC relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

Unless otherwise expressly stated, this LOC is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce, Publication No. 600 (the "Uniform Customs"). This LOC shall be deemed to be a contract made under the laws of the State of New York and shall, as to matters not governed by the Uniform Customs, be governed by and construed in accordance with the laws of said State, without regard to principles of conflicts of law.

Sincerely,

JPMorgan Chase Bank, N.A.

By: _____

Name: _____

Title: _____

ATTACHMENT 1

SIGHT DRAFT

Southeastern Public Service Authority of Virginia (the "Payee") hereby demands payment in the amount of _____ DOLLARS (\$_____) under that certain Irrevocable Letter of Credit No. _____ (the "LOC") issued by JPMorgan Chase Bank, N.A. ("Issuing Bank") and dated _____, 2009. The aggregate amount of all prior draws under the LOC is \$ _____, which together with this draw, do not exceed the Face Amount of the LOC.

The Payee hereby certifies that (1) Wheelabrator Technologies Inc. (the "Company") is in breach of its obligation(s) under the Irrevocable Offer or Purchase and Sale Agreement, each between the Payee and the Company, (2) all conditions to making this draw, as set forth in the Irrevocable Offer or Purchase and Sale Agreement, as the case may be, have been satisfied, and (3) the Payee is entitled to make this draw under the terms hereof.

IN WITNESS WHEREOF, the undersigned duly authorized officer of the Payee has executed this Sight Draft as of the date set forth below.

Date: _____

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____

Name: _____

Title: _____

EXHIBIT F

PRE-SIGNING REPORT

Attached.

Component	Condition	Notes	Item #/Photo #
General Boiler			
Grate System	Fair		
Fuel Oil Burners	Good		
Bottom Ash Wet Drag	Poor	Hoppers have been replaced; need new chains	DSC00403 & 405
Pressure Components			
Economizer	Fair		
Waterwalls/Downcomers/Headers	Fair		
Steam Drum/Mud Drum	Fair		
Generating Bank	Fair	Replaced within last 2 years	
Superheaters	Fair	Primary and secondary replaced within last 2 years	
Interstage DeSuperheater	Fair		
Combustion Air Systems			
SCAH	Good	New coils 5-15-08	
RDF Pit Air System	Fair		
FD Fan	Fair		
TAH	Fair	First 12 rows replaced 2-07	
OFA Fan w/dampers	Fair		
Ductwork OS	Fair		
Ductwork IS (OFA & UGA)	Fair		
Flue Gas			
Baghouse	Fair		DSC00447
Spray Dryers (SDA's)	Fair		DSC00386
ID Fan	Fair		DSC00391
Ductwork IS	Fair		
Ductwork OS	Fair		

BOILER No. 1

** Refer to the component replacement schedule for all boilers.

BOILER No. 2

Component	Condition	Notes	Item #/Photo #
General Boiler			
Grate System	Fair		
Fuel Oil Burners	Good		
Bottom Ash Wet Drag	Poor	Hoppers have been replaced; need new chains	
Pressure Components			
Economizer	Fair		
Waterwalls/Downcomers/Headers	Fair		
Steam Drum/Mud Drum	Fair		
Generating Bank	Fair	Replaced within last 2 years	
Superheaters	Fair	Primary and secondary replaced within last 2 years	
Interstage DeSuperheater	Fair		
Combustion Air Systems			
SCAH	Good	Replaced 12-08	
RDF Pit Air System	Fair		
FD Fan	Fair		
TAH	Fair	13 rows replaced 5-07	
OFA Fan w/dampers	Fair	Boiler offline during visit	DSC00401
Ductwork OS	Fair		
Ductwork IS (OFA & UGA)	Fair		
Flue Gas			
Baghouse	Fair		
Spray Dryers (SDA's)	Fair		
ID Fan	Fair	Condensate return tank & pumps new (Associated with the SCAH, and tank and pump common to all four boilers)	DSC00388 & 389
Ductwork IS	Fair		
Ductwork OS	Fair		

BOILER No. 3

Component	Condition	Notes	Item #/Photo #
General Boiler			
Grate System	Fair		DSC00410
Fuel Oil Burners	Good		
Bottom Ash Wet Drag	Poor	Hoppers have been replaced; need new chains	DSC00402
Pressure Components			
Economizer	Fair		
Waterwalls/Downcomers/Headers	Fair		
Steam Drum/Mud Drum	Fair		
Generating Bank	Fair	Replaced within last 2 years	
Superheaters	Fair	Primary and secondary replaced within last 2 years	
Interstage DeSuperheater	Fair		
Combustion Air Systems			
SCAH	Good	Replaced 1-09	
RDF Pit Air System	Fair		
FD Fan	Fair		
TAH	Fair	First 15 rows replaced 4-08	
OFA Fan w/dampers	Fair		
Ductwork OS	Fair		
Ductwork IS (OFA & UGA)	Fair		
Flue Gas			
Baghouse	Fair		
Spray Dryers (SDA's)	Fair		
ID Fan	Fair		
Ductwork IS	Fair		
Ductwork OS	Fair		

BOILER No. 4

Component	Condition	Notes	Item #/Photo #
General Boiler			
Grate System	Fair		
Fuel Oil Burners	Good	Damper linkages disconnected	DSC00415
Bottom Ash Wet Drag	Poor	Hoppers have been replaced; need new chains	
Pressure Components			
Economizer	Fair		
Waterwalls/Downcomers/Headers	Fair		
Steam Drum/Mud Drum	Fair		
Generating Bank	Fair	Replaced within last 2 years	
Superheaters	Fair	Primary and secondary sched for replacement Jan '10	
Interstage DeSuperheater	Fair		
Combustion Air Systems			
SCAH	Good	Replaced 2-09	
RDF Pit Air System	Fair		DSC00384
FD Fan	Good		
TAH	Fair	First 15 rows replaced 3-08	
OFA Fan w/dampers	Fair		
Ductwork OS	Fair		
Ductwork IS (OFA & UGA)	Fair		
Flue Gas			
Baghouse	Fair		DSC00385
Spray Dryers (SDA's)	Fair		
ID Fan	Fair		DSC00387
Ductwork IS	Fair		
Ductwork OS	Fair		

Component	Condition	Notes	Item #/Photo #
Turbine Generators			
Turbine Generator No. 1	Good	Noted pedestal to floor uneven elevations	DSC00435
Turbine Generator No. 2	Good	Noted pedestal to floor uneven elevations	DSC00437
Turbine Generator No. 3	Good	Noted pedestal to floor uneven elevations	
TG Condenser No. 1	Good		
TG Condenser No. 2	Good		DSC00432
TG Condenser No. 3	Good		DSC00433
Feedwater			
Low Pressure Heaters (6)	Good		
High Pressure Heaters (4)	Good		DSC00448 & 449
Deaerator A	Good		DSC00451
Deaerator B	Good		DSC00452
Deaerator Pumps (3)	Fair	1 pump motor missing	DSC00406
Piping and Valves	Fair	I & L condition spotty with some localized problems	
Feedwater Pumps (4)	Good		DSC00426 & 427
Feedwater Makeup Tanks (2)	Good		
Water Treatment			
Demeralizers	Fair	Recent evidence of acid leaks	DSC00358
Acid Tanks	Good		DSC00344
Caustic	Good		DSC00356
Neutralization	Good	Tanks replaced 2009	
Degassifiers	Good		
Circulating Water			
Cooling Tower (Cell 1)	Good	Cooling tower replaced 02-2008	DSC00349 & 353
Cooling Tower (Cell 2)	Good	Cooling tower replaced 02-2008	DSC00349 & 353
Cooling Tower (Cell 3)	Good	Cooling tower replaced 02-2008	DSC00349 & 353
Cooling Tower (Cell 4)	Good	Cooling tower replaced 02-2008	DSC00349 & 353
Circ Water Pump 1	Good	Motor not in place	DSC00362
Circ Water Pump 2	Good		DSC00362

Component	Condition	Notes	Item #/Photo #
Circ Water Pump 3	Good		DSC00362
Circ Water Pump 4	Fair	Motor & pump out for repair	DSC00362
Circ Water Pump 5	Good		
Circ Water Pump 6	Good		
Circ Water Piping (general)	Poor		
Circ Water Valves (general)	Fair		
700# Steam			
Piping (general)	Good	I & L condition spotty with some localized problems	
Valves (general)	Fair		
150# Steam			
Piping (general)	Fair	I & L condition spotty with some localized problems	
Valves (general)	Fair		
Export Steam Lines	Fair		
TG Building Heat System	Fair		
Boiler Building Heat System	Poor		
Auxiliary Boiler	Fair		
Condensate			
TG 1 Condensate Pump A	Fair		
TG 1 Condensate Pump B	Fair		
TG 2 Condensate Pump A	Fair		
TG 2 Condensate Pump B	Fair		
TG 3 Condensate Pump A	Fair		
TG 3 Condensate Pump B	Fair		
Piping (general)	Good		
Valves (general)	Good		
Service Water			
Storage Tank (TG Building)	Fair		DSC00434
Heat Exchangers (2)	Good		
Service Water Storage Pumps (2)	Fair		
Piping (general)	Fair		
Valves (general)	Fair		

Component	Condition	Notes	Item #/Photo #
Water Systems			
Dirty Water System-Pond 1	Fair		DSC00372
Dirty Water System- Pond 2	Fair		DSC00373
Dirty Water System- Rainbird System	Poor		
Potable Water System	Good		
Storm Drain System	Good		
Fire Water System	Good		
Sanitary System	Good		
Raw Water System	Fair	Not Used	
Electrical			
13.8 KV switchgear (TG1 to Transformers)	Fair		
13.8 KV switchgear (TG2 to Transformers)	Fair		
13.8 KV switchgear (TG3 to Transformers)	Fair		
13.8 KV-A feed (TG2 switchgear to RDF Stepdown Transformer)	Fair		
13.8 KV-B feed (TG3 switchgear to RDF Stepdown Transformer)	Fair		
34.5 KV-1 Stepup Transformer 1 to PP6	Fair		
34.5 KV-2 Stepup Transformer 1 to PP4	Fair		
34.5 KV-3 Stepup Transformer 1 to PP2	Fair		
Switchyard PP breaker #2	Fair		
Switchyard PP breaker #4	Fair		
Switchyard PP breaker #6	Fair		
Switchyard metering	Fair		
Switchyard (general)	Fair		
UPS System (Electrical Room 1)	Poor/Inop	New unit on order; ETR 5-30-09	
125 VDC System (Electrical Room 1)	Fair	One battery shorted and removed for service; replacement on order	
UPS Batteries	Fair		
DC System Batteries	Fair		
Transformer Yard			

Component	Condition	Notes	Item #/Photo #
Transformer # 1 13.8/4.1 & 13.8/34.5	Fair		DSC00348
Transformer # 2 13.8/4.1 & 13.8/34.5	Fair		
Transformer # 3 13.8/4.1 & 13.8/34.5	Fair		
Transformer Yd. 5KV Electric Room Switchgear	Fair		
Transformer Yd. (general)	Fair		
460V			
Electric Room (MCC) # 1 (TG Building 1 st North)	Fair		
Electric Room (MCC) # 2 (TG Building 1 st South)	Fair		
Electric Room PLC's	Fair		
RDF MCC (Boiler Building 2 nd)	Good		DSC00411
WTP MCC	Good		DSC00360
Coal Unload MCC	Fair	Not operated in 5 years	
Boiler Sub 1 MCC	Good		DSC00399
Boiler Sub 2 MCC	Good		DSC00399
Diesel Generator	Good		DSC00369
Instrumentation & Controls			
Control Room Delta V	Fair	Upgrade in progress	
Control Room CEMS	Good		
Control Room (general)	Good		
RDF Control Room	Good		DSC00420
Relay Room Delta V	Fair	Upgrade in progress	
Relay Room TG	Fair		
Relay Room PLC	Fair		
Relay Room (general)	Fair		
I & E Shop Delta V	Fair	Upgrade in progress	
I & E Shop PLC	Fair		
I & E Shop CEMS	Fair		
I & E Shop (general)	Fair		
CEMS Boiler #1	Fair		
CEMS Stack 1	Fair		DSC00396 & 397
CEMS Boiler #2	Fair		

Component	Condition	Notes	Item #/Photo #
CEMS Stack 2	Fair		
CEMS Boiler #3	Fair		
CEMS Stack 3	Fair		
CEMS Boiler #4	Fair		
CEMS Stack 4	Fair		
CEMS wiring (general)	Fair		
Camera/Television System	Fair		
Camera/Television System Control Room	Fair		
Paging System	Poor		
Paging System Control Room	Poor		
Compressed Air			
Compressor # 1	Good	Brand New	DSC00424
Compressor # 2	Good	Brand New	DSC00425
Compressor # 3	Good	Brand New	DSC00425
Compressor # 4	Fair		
Compressor # 5	Fair	Motor failed 5-09; being replaced	
Compressor # Spare	Fair		
Compressor, APC 1	Good		DSC00381
Compressor, APC 2	Good		DSC00381
Filters & Dryers # 1	Good		DSC00436
Filters & Dryers # 2	Good		DSC00436
Filters & Dryers # 3	Good		DSC00436
Filters & Dryer APC @ Lime Building	Fair		
Air Receivers Wet (3)	Fair		
Air Receivers Dry (3)	Fair		
Instrument Air System	Poor	Piping	
Compressed Air System	Poor	Piping	
APC Air System	Good		
Ash Handling			
Boiler #1 Fly Ash Conveyors - Fabric Filters	Poor		
Boiler #1 Fly Ash Conveyors - Transfer Conveyors	Poor		

Component	Condition	Notes	Item #/Photo #
Boiler #1 Fly Ash Conveyors – SDA	Poor		
Boiler #1 Fly Ash Conveyors – TAH	Poor		
Boiler #1 Fly Ash Conveyors – Screw Conveyors	Poor		
Boiler #1 Fly Ash Conveyors – Chute	Poor		
Boiler #2 Fly Ash Conveyors - Fabric Filters	Poor		
Boiler #2 Fly Ash Conveyors - Transfer Conveyors	Poor		
Boiler #2 Fly Ash Conveyors – SDA	Poor		
Boiler #2 Fly Ash Conveyors – TAH	Poor		
Boiler #2 Fly Ash Conveyors – Screw Conveyors	Poor		
Boiler #2 Fly Ash Conveyors – Chute	Poor		
Boiler #3 Fly Ash Conveyors - Fabric Filters	Poor		
Boiler #3 Fly Ash Conveyors - Transfer Conveyors	Poor		
Boiler #3 Fly Ash Conveyors – SDA	Poor		
Boiler #3 Fly Ash Conveyors – TAH	Poor		
Boiler #3 Fly Ash Conveyors – Screw Conveyors	Poor		
Boiler #3 Fly Ash Conveyors – Chute	Poor		
Boiler #4 Fly Ash Conveyors - Fabric Filters	Poor		
Boiler #4 Fly Ash Conveyors - Transfer Conveyors	Poor		
Boiler #4 Fly Ash Conveyors – SDA	Poor		
Boiler #4 Fly Ash Conveyors – TAH	Poor		
Boiler #4 Fly Ash Conveyors – Screw Conveyors	Poor		
Boiler #4 Fly Ash Conveyors – Chute	Poor		
Fly Ash Transfer A Blr. # 1 &/or 2 (OS to IS)	Poor		
Fly Ash Transfer B Blr. # 1 &/or 2 (OS to IS)	Poor		
Fly Ash Transfer C Blr. # 3 &/or 4 (OS to IS)	Poor		
Fly Ash Transfer D Blr. # 3 &/or 4 (OS to IS)	Poor		
Sifting- Screw Conveyor Blr. # 1 to bottom drag	Fair		
Sifting- Screw Conveyor Blr. # 2 to bottom drag	Fair		
Sifting- Screw Conveyor Blr. # 3 to bottom drag	Fair		
Sifting- Screw Conveyor Blr. # 4 to bottom drag	Fair		
Blr. # 1 & 2 Hopper	Poor		

Component	Condition	Notes	Item #/Photo #
Blr. # 1 & 2 Pug mills (2)	Poor		
Blr. # 1 & 2 Knife gates	Poor		
Blr. # 1 & 2 Chutes	Poor		
Blr. # 3 & 4 Hopper	Poor		DSC00408
Blr. # 3 & 4 Pug mills (2)	Poor		
Blr. # 3 & 4 Knife gates	Poor		
Blr. # 3 & 4 Chutes	Fair		
West Ash Primary Ash Removal	Fair		DSC00404
West Ash Inside Belt Conveyor (to truck loadout)	Poor		
Truck Loadout Primary Ash Removal	Poor		
Truck Loadout Outside Belt Conveyor	Poor		
Truck Loadout Structures	Poor		
East Ash Emergency Ash Removal	Poor		
East Ash Inside Drag Chain Conveyor	Poor		
Ferrous Recovery System	Poor		DSC00361
Non-Ferrous Recovery System	Poor		
Lime			
APCS-IS Lime Building (1 st Floor)	Poor	Needs Wash-down	
APCS- tanks (2)	Fair	Needs Wash-down	DSC00378
APCS- Slurry System	Fair	Needs Wash-down	DSC00379 & 380
APCS- Piping (general)	Fair		
APCD- Dilution Water System	Good		
APCD- tank	Good		
APCD- Piping(general)	Good		
RDF			
Pit- Storage Area	Fair	Concrete repairs on slopes and metal on upper east wall needed	
Conveyor Discharge	Fair		
Shuttle Conveyor	Fair		
Refuse Cranes	Fair	Cable changeouts weekly	
RDF Feeder Boiler #1- Apron Conveyor	Fair		

Component	Condition	Notes	Item #/Photo #
RDF Feeder Boiler #1- Bin Feed System	Fair		DSC00422
Boiler #1 RDF Feeders (4)	Good		DSC00418
RDF Feeder Boiler #2- Apron Conveyor	Fair		
RDF Feeder Boiler #2- Bin Feed System	Fair		
RDF Feeder Boiler #2-Discharge Chutes	Fair		
Boiler #2 RDF Feeders (4)	Good		DSC00418
RDF Feeder Boiler #3- Apron Conveyor	Fair		
RDF Feeder Boiler #3- Bin Feed System	Fair		DSC00422
RDF Feeder Boiler #3-Discharge Chutes	Fair		
Boiler #3 RDF Feeders (4)	Good		DSC00418
RDF Feeder Boiler #4- Apron Conveyor	Fair		
RDF Feeder Boiler #4- Bin Feed System	Fair		DSC00422
RDF Feeder Boiler #4-Discharge Chutes	Fair		
Boiler #4 RDF Feeders (4)	Good		DSC00418
Fuel/Oil			
Containment Storage Tanks/Pumps	Fair		
Storage to Boilers	Fair		
DG	Fair		
Aux	Good		DSC00415
Fire Protection			
Storage Tank (NNSY)	Fair		
Pump Building- pumps (4)	Fair	Tested March 2009	
Pump Building- starters	Fair		
Pump Building – piping	Fair		
Sprinkler System	Fair		
Detection System	Fair		
HVAC			
Chillers (3)	Good	All have been replaced within last 5 years	
Chilled Water Piping System	Fair	Most in good shape, but have some leaks at a few units	

Component	Condition	Notes	Item #/Photo #
HVAC- 2 nd Floor Admin Building	Good	Unit is 2 years old	
HVAC- 1 st Floor Admin Building	Good		
HVAC -1 st Floor Boiler Building	Poor	Scheduled for replacement	
HVAC- 4 th Floor Training Room	Poor	Scheduled for replacement	
HVAC- 3 rd Floor Control Room	Poor	Scheduled for replacement	
HVAC- 2 nd Floor Relay Room	Poor	Scheduled for replacement	
HVAC- 2 nd Floor Boiler Building Offices	Good	New	
HVAC- 1-1/2 Floor, Boiler Building Offices	Fair	Scheduled for replacement	
HVAC 1 st Floor Offices	Poor	Scheduled for replacement	
HVAC WTB	Good	Replaced July 08	
HVAC Coal Unloading	Poor	Item is a window unit	
Coal Handling			
Outside Conveyors	Poor	System is non-functional	DSC00374
Storage Silo	Poor		
Inside Conveyors	Poor		
Hoppers	Poor		
Building Structural			
Boiler Building	Fair		DSC00345
Turbine Generator Building	Fair		
RDF Storage	Fair	Concrete repairs on slopes and metal on upper east wall needed	
Water Treatment Building	Good	Possible acid damage to floor due to leak	
Diesel Generator Building	Good		
Coal Unloading	Poor		
Coal Handling	Poor		
Other Site Structural, Etc.			
OH Bridge Crane (TG Building 2 nd Floor)	Good		DSC00438
Spare Parts Warehouse	Good		DSC00377
Roadways	Good		
Coal Slab	Poor		
Landscaping & Grounds	Good		

Component	Condition	Notes	Item #/Photo #
Fence & Gates	Good		
North Stack (Boiler # 1&2)	Good		
South Stack (Boiler # 3&4)	Good		
Proprietary Waste System – Liquid	Fair	Currently out of service due to Regulatory Issue	
Mobile Equipment			
Yard Dogs (3)	Not Assessed		DSC00365 & 370
Vacuum Truck	Not Assessed		
Stakebody Truck	Not Assessed	A 1991 but has very few miles and minimal yearly maintenance cost	
Pickup Truck	Not Assessed		
Forklift, Clark 8000#	Not Assessed		
Forklift, Caterpillar 8000#	Not Assessed	Useable but needs repair work	
Forklift, Caterpillar 6000#	Not Assessed	Useable but needs repair work	
Forklift, Nissan 4000#	Not Assessed		
Skidsteer, New Holland	Not Assessed		
Skidsteer, Bobcat	Not Assessed	Less than a year old	

Component	Condition	Notes	Item #/Photo #
Belt Lines, A-Line			
C1: In-feed conveyor	Fair		
C2: Inclined feed conveyor	Fair		
C3: Inclined shredder feed conveyor	Fair		
C4: Shredder discharge conveyor	Good		
C5: Shredded ferrous conveyor	Good		
C6: Disc screen unders conveyor	Poor		
C7: Disc screen overs conveyor	Out of Service	Belt removed	
C8: Primary trommel unders conveyor	Out of Service	Belt removed	
C9: Secondary trommel feed conveyor	Out of Service	Belt removed	
C10: Unders ferrous conveyor	Out of Service		
C11: Secondary trommel rejects conveyor	Out of Service		
C12: Secondary trommel fuel conveyor	Out of Service		
C13: Aluminum picking conveyor	Out of Service		
T1: Primary trommel	Poor		
T2: Secondary trommel	Poor	Out of Service	
Belt Lines, B-Line			
C1: In-feed conveyor	Fair		
C2: Inclined feed conveyor	Fair		
C3: Inclined shredder feed conveyor	Fair		
C4: Shredder discharge conveyor	Good		
C5: Shredded ferrous conveyor	Good		
C6: Disc screen unders conveyor	Poor		
C7: Disc screen overs conveyor	Out of Service	Belt removed	
C8: Primary trommel unders conveyor	Out of Service	Belt removed	
C9: Secondary trommel feed conveyor	Out of Service	Belt removed	
C10: Unders ferrous conveyor	Out of Service	Belt removed	

Component	Condition	Notes	Item #/Photo #
C11: Secondary trommel rejects conveyor	Out of Service	Belt removed	
C12: Secondary trommel fuel conveyor	Out of Service	Belt removed	
C13: Aluminum picking conveyor	Out of Service	Belt removed	
T1: Primary trommel	Poor		
T2: Secondary trommel	Poor	Out of service	
Belt Lines/ C-Line			
C1: In-feed conveyor	Fair		
C2: Inclined feed conveyor	Fair		
C3: Inclined shredder feed conveyor	Fair		
C4: Shredder discharge conveyor	Good		
C5: Shredded ferrous conveyor	Good		
C6: Disc screen unders conveyor	Poor		
C7: Disc screen overs conveyor	Out of Service		
C8: Primary trommel unders conveyor	Out of Service	Belt removed	
C9: Secondary trommel feed conveyor	Out of Service	Belt removed	
C10: Unders ferrous conveyor	Out of Service		
C11: Secondary trommel rejects conveyor	Out of Service		
C12: Secondary trommel fuel conveyor	Out of Service		
C13: Aluminum picking conveyor	Out of Service		
T1: Primary trommel	Poor		
T2: Secondary trommel	Poor	Out of service	
Common Equipment			
C14A: Ferrous load-out conveyor (top end)	Good		
C14B: Ferrous load-out conveyor (bottom end)	Good		
C15: Ferrous/rejects load-out conveyor	Fair		
C16: Load-out transfer conveyor	Fair		
C17: Drum magnet fluff clean-up conveyor	Good		
C18: RDF load-out conveyor	Good		
C19: RDF ferrous conveyor (discharge from M3)	Good		
C20: RDF ferrous conveyor	Fair		

Component	Condition	Notes	Item #/Photo #
C27: RDF shuttle conveyor	Fair		
C27 SHUTTLE	Good		
C28: RDF auxiliary load-out conveyor	Fair		
C32: RDF conveyor 1 to SPP	Good		
C33: RDF conveyor 2 to SPP	Good		
Magnets			
M1A: Ferrous magnet (pre-shred)	Poor	Removed	
M1B	Poor	Out of Service	
M1C	Poor	Out of Service	
M2A: Ferrous magnet (post-shred)	Fair		
MC2A: Ferrous magnet conveyor	Fair		
M2B:	Fair		
MC2B	Fair		
M2C	Fair		
MC2C	Fair		
M3: Magnet-ferrous (end of C18)	Good		
M14 DRM: Ferrous clean-up drum magnet	Fair		
Dust Collection Equipment			
"A" Shredder DCU	Poor		
C21A Dust collection conveyor	Poor		
"A" Process DCU #1	Poor		
"A" Process DCU #2	Poor		
"B" Shredder DCU	Poor		
C21B	Poor		
"B" Process DCU #1	Poor		
"B" Process DCU #2	Poor		
"C" Shredder DCU	Poor		
C21C	Poor		
"C" Process DCU #1	Poor		
"C" Process DCU #2	Poor		
C18 DCU	Fair		

Component	Condition	Notes	Item #/Photo #
C27 DCU	Fair		
C32 DCU	Poor		
C33 DCU	Good		
Plant Air			
Acom # 1	Fair		
Acom # 2	Fair		
Acom # 3	Good		
Acom # 4	Poor		
Acom # 5	Good		
Piping	Fair		
Cooling Towers			
HVAC Tower & Equipment	Poor		
Circulation Pumps (HVAC Tower)	Good		
Heat Exchanger (HVAC Tower)	Fair		
Shredder Tower & Equipment	Good		
Circulation Pumps (Shredder Tower)	Good		
Heat Exchanger (Shredder Tower)	Good		
Shredders w/ Motors			
S1A Shredders	Good		
S1B Shredders	Good		
S1C Shredders	Good		
Fire System			
Deluge piping (general)	Fair		
Deluge valves (general)	Fair		
150 psi Diesel Fire Pump	Good		
400K Water storage tank	Fair		
Plant Detection/Monitor	Good		
9000 gal tank	Fair		
Baghouse CO ₂ system "A"	Fair		
Baghouse CO ₂ system "B"	Fair		
Baghouse CO ₂ system "C"	Fair		
Rolling Stock			

Component	Condition	Notes	Item #/Photo #
#197: Ford F250 Crew Cab Pick-up	Not Assessed		
#1327: Isuzu Sweeper(Model with flatbed)	Not Assessed		
#1304: Toyota 7EDU35 Forklift	Not Assessed		
#1369: Bobcat 753	Not Assessed		
#1370: Bobcat 753	Not Assessed		
#1373: Daewoo D30S Forklift	Not Assessed		
#1374: Komatsu FD40 Forklift	Not Assessed		
#1383: JLG-65-70 Foot Boom Lift	Not Assessed		
#1385: Tennant Street Sweeper	Not Assessed		
#1528: CAT M315 Wheel Excavator	Not Assessed		
#1530: CAT 314 CLR Track Excavator	Not Assessed		
#1656: CAT 980H HL Front End Loader	Not Assessed		
#1657: CAT 980H HL Front End Loader	Not Assessed		
#1659: CAT 980H HL Front End Loader	Not Assessed		
#1660: CAT 980H HL Front End Loader	Not Assessed		
#1531: Prentice Pre-180-SM Pedestal Mount Crane	Not Assessed		
A Line: Builtrite Model 2100 Pedestal Mount Crane	Not Assessed		
B Line: Builtrite Model 2100 Pedestal Mount Crane	Not Assessed		
C Line: Builtrite Model 2100 Pedestal Mount Crane	Not Assessed		

Conditions:

“Good” means the component or system is functional, currently performing as intended and in good overall condition, subject to normal wear and tear and random failures. On-going maintenance, both preventative and on an as-needed basis is required.

“Fair” means the component or system is currently functional but subject to wear, tear and likely future major maintenance, refurbishment or replacement. On-going maintenance required and subject to random failures. Portions of system or component are worn and may not be performing optimally or as originally designed.

“Poor” means the component or system, although currently functional (except as noted) is performing marginally or poorly and/or subject to near term replacement or major maintenance/refurbishment. Abandoned systems may be subject to future disassembly or removal.

Agreement of the Parties as to current (May 12, 2009) Condition Assessment:

For HDR Engineering, Inc.

/S/ DJC 5/12/09
D. J. Castro, P.E.
Project Manager
HDR Engineering, Inc.

For Covanta Energy, Inc.

/S/ GM 5/12/09
Glenn Madelmayer
Regional OPS VP
Covanta Energy - Mid Atlantic

For Wheelabrator:

/S/ MPS 5/12/09
Mark P. Schwartz
Sr. Manager Business Development
Wheelabrator Technologies

EXHIBIT G

SITE ACCESS AGREEMENT

THIS SITE ACCESS AGREEMENT ("Agreement") is made and entered as of _____, 2009, by and among the United States Department of the Navy ("Owner"), Southeastern Public Service Authority of Virginia, a public body politic and corporate of the Commonwealth of Virginia ("Seller"), Wheelabrator Technologies Inc., a Delaware corporation ("Buyer") and _____ ("Consultant"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase and Sale Agreement dated as of September __, 2009 between Seller and Buyer (the "Purchase Agreement").

RECITALS

WHEREAS, Owner is the owner of the WTE Real Property;

WHEREAS, Seller has an ownership interest in the WTE Facilities that were created, and restricted by, documents and agreements between Owner and Seller, including: (i) Easement dated July 1, 1999 between Owner and Seller (Easement No. N62470-99-RP-00009), and (ii) Easement dated July 1, 1999 between Owner and Seller (Easement No. N62470-99-RP-00010);

WHEREAS, in connection with the Purchase Agreement, Buyer wishes to perform an environmental investigation on the WTE Real Property and has requested Consultant to undertake such environmental investigation in accordance with the work plan attached hereto as Exhibit A (the "Work");

WHEREAS, subject to the terms and conditions of this Agreement, Owner and Seller are willing to grant Consultant permission to enter the WTE Real Property to conduct such investigation; and

WHEREAS, Buyer and Consultant are aware of previous Releases of Hazardous Materials on the WTE Real Property, as reflected in the materials made available to Buyer in the Dataroom, including the results of a 1998 Phase II Environmental Site Assessment of the WTE Real Property.

NOW THEREFORE, in consideration of the mutual promises set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

1. Grant of Access.

(a) Owner and Seller grant permission, subject to the provisions of this Agreement, for Consultant to enter the WTE Real Property for the purpose of conducting the Work. The Work shall be conducted without any cost whatsoever to Owner or Seller.

(b) The permission to enter the WTE Real Property granted under this Agreement shall terminate upon completion of the sampling activities at the WTE Real Property set forth in Exhibit A, unless earlier terminated by Owner or Seller by written notice to Consultant.

2. Performance of the Work.

(a) Consultant shall perform the Work in accordance with Exhibit A and shall do so in a manner that does not unreasonably interfere with use of the WTE Real Property by Owner or Seller. Except as described in Exhibit A, Consultant shall not cause or permit removal, alteration, or damage to any improvements on the WTE Real Property without the specific written consent of Owner and Seller. Consultant shall obtain all boring, public space, and other permits required to perform the Work prior to commencing the Work. In addition, Consultant shall notify Miss Utility of Virginia at least 72 hours in advance of commencing Work so that public utilities can be marked in and near the sampling locations.

(b) Consultant shall ensure that any monitoring wells installed at the WTE Real Property are flush to the ground or pavement and are covered with manhole covers that are bolted in place. Should any manhole covers be stolen or damaged, Consultant shall promptly replace them.

(c) Owner and Seller shall have the right to observe the Work, have their own consulting firm(s) oversee and monitor the Work, and obtain splits or duplicates of all samples taken by Consultant. Buyer agrees to pay invoices rendered by Owner's or Seller's consulting firm(s) to oversee and monitor the Work, including the cost of analysis of split or duplicate samples, within ten (10) days of receiving the same.

3. Notice of Activities. Consultant shall discuss and agree upon a proposed date to commence the Work with Seller and shall then notify Owner and Seller at least one week in advance of any proposed entry onto the WTE Real Property under this Agreement. Owner and Seller shall have the right in their sole discretion to disapprove of any scheduling of the Work that they believe might unreasonably interfere with use of the WTE Real Property by Owner or Seller.

4. Compliance with Laws. The Work and any access to the WTE Real Property under this Agreement shall comply with all applicable federal, state and local laws, statutes, regulations, and ordinances.

5. Data and Reports. Consultant shall promptly provide Owner and Seller with copies of all field and analytical data, laboratory reports, written reports and summaries, and all other data and information generated or derived from the Work (collectively, "Site Data").

6. Restoration of Property.

(a) Consultant shall promptly remove from the WTE Real Property all materials, equipment or storage containers that come to be located on the WTE Real Property as a result of the Work or as generated by the Work. In the event any soil cuttings, purge water or other wastes are generated as a result of the Work (collectively "Investigation-Derived Waste"), Consultant shall drum and characterize the Investigation-Derived Waste and shall dispose of the Investigation-Derived Waste using a temporary generator identification number obtained by either Buyer or Consultant. Consultant shall remove and dispose of all Investigation-Derived Waste at an approved facility no later than ten (10) days after it is generated at no cost to Owner or Seller.

(b) At the conclusion of the Work, Consultant shall close any monitoring wells installed by Consultant by removing them from the WTE Real Property and filling the borings with bentonite clay. Consultant promptly shall restore any area of the WTE Real Property disturbed by the Work, including all landscaping, concrete, paving, curbs, and other improvements and features, to its pre-sampling condition. Restoration shall be completed within ten (10) days of the area being disturbed by the sampling activities, or, in the case of closure and removal of a monitoring well, within ten (10) days of the well being removed and filled with bentonite clay.

7. Safety, Acts and Omissions. Consultant shall be solely responsible for the safety, acts and omissions of its employees, agents, contractors, and representatives while on the WTE Real Property.

8. Indemnity. Buyer and Consultant shall indemnify, defend and hold harmless Owner, Seller, and their respective employees, officers, directors, partners, representatives, agents and managers ("Indemnified Persons") from and against (i) all liabilities, losses, claims, damages, demands, expenses, penalties, suits, deficiencies and costs (including attorney fees) (collectively "Claims") incurred by Indemnified Persons as a result of the Work, regardless of whether any such Claim is the result of negligence, errors or omissions by Consultant or Buyer, or their employees, agents, contractors or representatives, including but not limited to any and all Claims related to a Release of Hazardous Materials caused, or contributed to, by the Work, and (ii) any costs Owner or Seller incurs due to Consultant's failure to comply with this Agreement.

9. Insurance. Prior to commencement of the Work, Consultant shall furnish Owner and Seller with certificates of insurance reflecting the limits of insurance coverage Consultant has in effect, and which shall be reasonably acceptable to Owner and Seller and shall remain in full force and effect during the term of this Agreement, for the following types of insurance: worker's compensation (as required by law); comprehensive general liability; pollution legal liability and automobile liability insurance. The certificates of insurance for Consultant's comprehensive general liability and pollution legal liability policies shall name Owner and Seller

as an additional insureds under such policies, and neither such policy shall include an "insured v. insured" exclusion.

10. Modification. No modification or waiver of any of the provisions of this Agreement shall be binding unless made in writing and signed by all parties.

11. Applicable Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to the principles regarding the choice of law.

12. Notices. All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by fax (providing confirmation of transmission) at the following addresses or fax numbers (or at such other address or fax number for a party as will be specified by like notice):

if to Seller:

Southeastern Public Service Authority of Virginia
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Rowland L. Taylor
Facsimile: 1-757-424-4133

with a copy (which shall not constitute notice) to:

Williams Mullen
1666 K Street, N.W.
Suite 1200
Washington, D.C. 20006
Attn: Warren E. Nowlin
Facsimile: 1-202-293-5939

with a copy (which shall not constitute notice) to:

Willcox & Savage, P.C.
1800 Bank of America Center
One Commercial Place
Norfolk, Virginia 23510
Attn: Anthony M. Thiel
Facsimile: 1-757-628-5566

if to Buyer:

Wheelabrator Technologies Inc.
4 Liberty Lane West

Hampton, New Hampshire 03842
Attn: General Counsel
Facsimile: 603-929-3365
Phone: 603-929-3218

with a copy (which shall not constitute notice) to:

McGuire Woods LLP
One James Center
901 East Cary Street
Richmond, Virginia 23219
Attn: John Lain
Phone: 804-775-1000
Facsimile: 803-775-1061

if to Consultant:

Each such notice, request, claim, demand or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 12 and the appropriate facsimile confirmation is received, or (b) if given by any other means, when delivered at the address specified in this Section 12.

13. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof.

14. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the day and year first above written.

UNITED STATES DEPARTMENT OF THE NAVY

By: _____
Name: _____
Title: _____

SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

WHEELABRATOR TECHNOLOGIES INC.

By: _____
Name: _____
Title: _____

[CONSULTANT]

By: _____
Name: _____
Title: _____

EXHIBIT H

Novation of Governmental Contracts

Seller:

- (1) Three signed copies of the proposed novation agreement;
- (2) An authenticated copy of the executed Purchase and Sale Agreement;
- (3) A list of all affected contracts between the Seller and the Government, as of the date of sale or transfer of assets, showing for each, as of that date, the--
 - (a) Contract number and type;
 - (b) Name and address of the contracting office;
 - (c) Total dollar value, as amended; and
 - (d) Approximate remaining unpaid balance.
- (4) A certified copy of each resolution of the Seller's board of directors authorizing the transfer of assets;
- (5) A certified copy of the minutes of Seller's stockholder meeting necessary to approve the transfer of assets;
- (6) The opinion of legal counsel for the Seller stating that the transfer was properly effected under applicable law and the effective date of transfer; and
- (7) Balance sheets of the Seller as of the dates immediately before and after the transfer of assets, audited by an independent accountant.

Buyer:

- (1) Evidence of the Buyer's capability to perform;
- (2) A certified copy of each resolution of the Buyer's board of directors authorizing the transfer of assets.
- (3) A certified copy of the minutes of the Buyer's stockholder meeting necessary to approve the transfer of assets;
- (4) An authenticated copy of the Buyer's certificate and articles of incorporation, if a corporation was formed for the purpose of receiving the assets involved in performing the Government contracts;
- (5) The opinion of legal counsel for the Buyer stating that the transfer was properly effected under applicable law and the effective date of transfer;

(6) Balance sheets of the Buyer as of the dates immediately before and after the transfer of assets, audited by an independent accountant; and

(7) Performance bonds or other forms of assurance of performance that will be accepted by the Contracting Officer in lieu of Seller's guarantee of Buyer's performance of the Government Contracts.

EXHIBIT I

FORM OF QUITCLAIM DEED RELATING TO IMPROVEMENTS

Prepared by: Nathaniel P. Tyler
Willcox & Savage, P.C.
One Commercial Place, Suite 1800
Norfolk, VA 23510

Map/Parcel # _____
Consideration: \$ _____

Partial Exemption Claimed: This Deed is exempt from the payment of the grantor's tax required by VA Code § 58.1-802 pursuant to the provisions of VA Code § 58.1-811(C)(4).

QUITCLAIM DEED

THIS QUITCLAIM DEED is made as of the _____ day of _____, 2009 by and between SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA, a political subdivision and public body corporate and politic of the Commonwealth of Virginia ("Grantor"); and WHEELABRATOR TECHNOLOGIES INC., a Delaware corporation ("Grantee"), which has a mailing address of _____.

WITNESSETH:

That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby release, remise and forever quitclaim unto Grantee without any representation, guaranty or warranty, express or implied, and all right, title and interest that Grantor may have in and to all those certain buildings, structures, utilities and other improvements owned by Grantor and located on, over or under the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

This Deed is made expressly subject to the conditions, restrictions, reservations and easements affecting the Property that are contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the Property which have not expired by a time limitation contained therein or otherwise become ineffective, including without limitation the reversion rights of the United States of America as described in the Easement dated July 1, 1999 between the United States of America and Grantor (Easement No. N62470-99-RP-00010), as amended, and the Easement dated July 1, 1999 between the United States of America and Grantor (Easement No. N62470-99-RP-00009).

By execution of this Quitclaim Deed, the Grantee understands and agrees that it has assumed all responsibility for the operation, maintenance, repair, replacement and upkeep of the Property and any and all other improvements made or installed by the Grantee.

[Remainder of Page Intentionally Left Blank]

WITNESS the following signatures and seals:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA, a political
subdivision and public body corporate and politic of
the Commonwealth of Virginia

By: _____ (SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by _____ as _____ of Southeastern Public Service
Authority of Virginia, a political subdivision and public body corporate and politic of the
Commonwealth of Virginia, on behalf of the authority.

Notary Public

My Commission Expires: _____

[AFFIX SEAL]

Notary Registration #: _____

a _____

By: _____ (SEAL)
Name: _____
Title: _____

STATE OF _____

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____,
2009 by _____ as _____ of _____
_____, a _____, on behalf of the _____.

Notary Public

My Commission Expires: _____

[AFFIX SEAL]

Notary Registration #: _____

EXCEPTING AND RESERVING unto the Grantor the concrete slab on the Tipping Floor, the land beneath and air rights above up to the interior surface of the roof and all structural supports of the building surrounding and above the Tipping Floor.

B. Conveyor Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated generally easterly of Victory Boulevard, Virginia State Route 239, containing 6,161 square feet or 0.1414 of an acre, more or less, and being as shown and designated as "Parcel 4" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382109, dated 15 May 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk's Office in Map Book 17, at page 221, and being attached as Exhibit B to, and made a part of, the RDF Grant of Easement. The above-described Parcel 4 is more particularly described by courses and distances in the RDF Grant of Easement, reference to which is hereby made.

The above-described Parcel 4 being a portion of that certain property acquired by the United States of America from Oscar F. Smith, Jr., et. al., by virtue of Deed dated 1 July 1942 and recorded in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia in Norfolk County Deed Book 775, at page 534.

Together with the right to install, operate, maintain, repair and replace a conveyor across but under the right-of-way of Victory Boulevard, Virginia State Route 239, and connecting the RDF Processing Plant Site described in Section I.A above with said Conveyor Site described in Section I.B. Said underground conveyor being located within fifteen (15) feet on either side of that certain centerline as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382109 recorded in the Clerk's Office in Map Book 17 at page 221.

SUBJECT TO the Government's rights of access through, over and across the property described in this Section I for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

Transfer of the property described in this Section I is made TOGETHER WITH and SUBJECT TO the easements, appurtenances, rights, obligations and duties set forth in (i) the RDF Grant of Easement or any replacement grant of easement from the Government to Grantee covering the real property described in this Section I, and (ii) Contract No. N62470-80-C-3916, as modified, between the Government and SPSA (the "Navy Contract") or any replacement contract between Grantee and the Government.

II. Legal Description – Power Plant Land

All those two (2) certain pieces or parcels of land lying and being in Portsmouth, Virginia, comprising a portion of the lands of the U.S. Naval Shipyard, Portsmouth, Virginia, and being more particularly described as follows:

A. Power Plant Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated northerly and easterly of Elm Avenue, Virginia State Route 337, containing 684,345 square feet or 15.7104 acres, more or less, and being as shown and designated as "Parcel B" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382105, dated 14 May 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia Beach, Virginia, said drawing being recorded in the Clerk's Office in Map Book 17, at page 217, and being attached as Exhibit A to, and made a part of, that certain Grant of Easement dated July 1, 1999 between the Government and SPSA that is recorded in the Clerk's Office in Deed Book 1266, at page 576 (the "Power Plant Grant of Easement"). The above-described Parcel B is more particularly described by courses and distances in the Power Plant Grant of Easement, reference to which is hereby made.

Together with that certain waterline, and related improvements, serving the Power Plant Site described in this Section II.A and being located within that certain fifteen (15) foot wide Waterline Easement as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382105.

SUBJECT TO the Government's rights of access through, over and across the Power Plant Site described in this Section II.A for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

The above-described Power Plant Site being a portion of that certain property acquired by the United States of America from Atlantic Creosoting Company, et. al., by virtue of Deed dated 16 December 1940 and recorded in the Clerk's Office in Deed Book 611, at page 293, and by virtue of Condemnation Miscellaneous No. 6758, filed on 2 February 1942 in the United States District Court for the Eastern District of Virginia, Norfolk Division.

B. Water Storage and Pump Site:

All that certain piece or parcel of land lying and being in Portsmouth, Virginia, situated northerly of Elm Avenue, Virginia State Route 337, containing 16,246 square feet or 0.3730 acres, more or less, and being as shown and designated as "Parcel B" on that certain drawing entitled "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382106, dated 14 May 1998, revised 12 October 1998, and prepared by Rouse-Sirine Associates, Ltd., Surveying and Mapping Consultants, Virginia

Beach, Virginia, said drawing being recorded in the Clerk's Office in Map Book 17, at page 218, and being attached as Exhibit B to, and made a part of, the Power Plant Grant of Easement. The above-described 0.3730 acre parcel of land is more particularly described by courses and distances in the Power Plant Grant of Easement, reference to which is hereby made.

Together with that certain waterline and related improvements, serving the Water Storage and Pump Site described in this Section II.B being located within that certain 25 foot wide Utility Easement as more particularly shown on aforesaid "SURVEY OF LAND AT NORFOLK NAVAL SHIPYARD, PORTSMOUTH, VIRGINIA, PROPOSED FOR CONVEYANCE TO SOUTHEASTERN PUBLIC SERVICE AUTHORITY", NAVFAC Drawing No. 4382106.

SUBJECT TO the Government's rights of access through, over and across the Water Storage and Pump Site described in this Section II.B for the purposes of operating, maintaining, repairing, replacing or removing all Government-owned utility lines and related improvements as may now be located on, over or under such property.

The above-described 0.3730 acre parcel of land being a portion of that certain property acquired by the United States of America from Portsmouth Company, et. al., by virtue of Declaration of Taking, Condemnation Miscellaneous No. 6805, filed on 6 July 1942 in the United States District Court for the Eastern District of Virginia, Norfolk Division.

Together with those certain electrical conduits, circuit breakers, relays and other related electrical distribution equipment (the "Additional Equipment"), located adjacent to but outside the boundaries of the Power Plant Site described in Section II.A above on that certain land area identified and shown as "Parcel A" on that certain "Composite Map Showing Land at Norfolk Naval Shipyard, Portsmouth, Virginia Proposed for Conveyance to Southeastern Public Service Authority of Virginia" dated January 1998, revised April 7, 1998 prepared by Rouse-Sirine Associates, Ltd. and recorded in the Clerk's Office in Map Book 18 at page 8 (the "Composite Map") and being more particularly identified on Navy Public Works Center Drawing No. 5190P, Sheet 13 of 17, entitled Power Plant Switching Station Single Line Diagram recorded in the Clerk's Office in Map Book 18 at page 10. The Additional Equipment is conveyed for the express purpose of allowing Grantee a means of providing electricity to the adjacent Government electrical distribution system.

LESS AND EXCEPT all electric power distribution lines and related improvements as located within that certain "Variable Width Electrical Easement" as shown on the Composite Map, which are owned by the Government.

LESS AND EXCEPT that underground electrical duct bank and related improvements located within that certain Virginia Electric Power Company right-of-way recorded in the Clerk's Office in Deed Book 188 at page 237 and being located as shown on the Composite Map, which are owned by the Government.

Transfer of the property described in this Section II is made TOGETHER WITH and SUBJECT TO the easements, appurtenances, rights, obligations and duties set forth in (i) the Power Plant Grant of Easement or any replacement grant of easement from the Government to Grantee

covering the real property described in this Section II and (ii) the Navy Contract or any replacement contract between Grantee and the Government.

The property conveyed to Grantee by this Quitclaim Deed does not include land itself which is owned by the Government, and Grantee's right to occupy and use said land are to be covered by separate grants of easement from the Government.

EXHIBIT J

FORM OF GENERAL WARRANTY DEED

Prepared by Nathaniel P. Tyler
Willcox & Savage, P.C.
One Commercial Place, Suite 1800
Norfolk, VA 23510

Map/Parcel #: _____
Consideration: _____

Partial Exemption Claimed: This Deed is exempt from the payment of the grantor's tax required by VA Code § 58.1-802 pursuant to the provisions of VA Code § 58.1-811(C)(4).

GENERAL WARRANTY DEED

THIS DEED is made as of the _____ day of _____, 2009 by and between SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA, a political subdivision and public body corporate and politic of the Commonwealth of Virginia ("Grantor"), and _____, a _____ ("Grantee"), which has a mailing address of _____.

WITNESSETH:

That for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged, Grantor does hereby grant, bargain, sell and convey with General Warranty and English Covenants of Title unto the Grantee the property described on Exhibit A attached hereto and made a part hereof (the "Property").

This conveyance is made expressly subject to the covenants, conditions, restrictions, easements and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the Property that have not expired by time limitations contained therein or otherwise become ineffective.

[Remainder of Page Intentionally Left Blank]

WITNESS, the following signature and seal:

SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA, a political subdivision and public body corporate and politic of the Commonwealth of Virginia

By: _____(SEAL)
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA

CITY OF _____, to-wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2009 by _____ as _____ of Southeastern Public Service Authority of Virginia, a political subdivision and public body corporate and politic of the Commonwealth of Virginia, on behalf of the authority.

Notary Public

My Commission Expires: _____

[AFFIX SEAL]

Notary Registration #: _____

EXHIBIT A

ALL THAT certain lot, piece or parcel of land with the improvements thereon and the appurtenances thereunto belonging, lying, being and situate in the City of Portsmouth, Virginia, and being known, numbered and designated as "Parcel 'A' 0.6675 acres (29,078.95 sq. ft.)" as shown on that certain plat entitled "Plat Showing Subdivision of Parcel of Property owned by Atlantic Wood Industries to be conveyed to Southeastern Public Service Authority of Virginia, Portsmouth, Virginia" dated December 2, 1985, revised December 30, 1985, made by Hassell & Folkes, P.C. and recorded in the Clerk's Office of the Circuit Court of the City of Portsmouth, Virginia (the "Clerk's Office") in Map Book 13 at page 119.

IT BEING the same property conveyed to Southeastern Public Service Authority of Virginia by deed from Atlantic Wood Industries, Inc. dated February 17, 1986 recorded in the Clerk's Office in Deed Book 953 at page 515.

EXHIBIT K

[Intentionally Omitted]

EXHIBIT L

FORM OF BILL OF SALE

THIS BILL OF SALE (this "Bill of Sale") is made as of [***], 2009 by **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("Seller"), in favor of **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Buyer"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in that certain Purchase and Sale Agreement, dated as of [***], 2009 (the "Purchase Agreement"), between Seller and Buyer.

WHEREAS, pursuant to the Purchase Agreement, Seller has agreed to sell, transfer, convey, assign, and deliver to Buyer all of Seller's right, title, and interest in and to all the Acquired Assets; and

WHEREAS, the execution and delivery of this Bill of Sale is a condition to the closing of the Contemplated Transactions under, and is delivered pursuant to Section 8.03(c) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the terms and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Transfer of Assets. Seller hereby irrevocably sells, transfers, conveys, assigns, and delivers to Buyer all of Seller's right, title and interest in and to the Acquired Assets (other than any Acquired Assets assigned under any assignment and assumption agreement or other agreement contemplated by the Purchase Agreement) effective as of the Closing.
2. Successors and Assigns. All of the terms and provisions of this Bill of Sale shall be binding upon, and shall inure to the benefit of, Seller and Buyer and their respective successors and assigns.
3. No Effect on Purchase Agreement. Nothing contained in this Bill of Sale shall supersede, modify, limit, eliminate or otherwise affect any of the representations and warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Bill of Sale, the terms of the Purchase Agreement shall prevail.
4. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.
5. Further Assurances. Seller hereby agrees that from time to time after the delivery of this Bill of Sale, at Buyer's request and without further consideration, Seller shall execute, acknowledge and deliver such other documents and instruments and take such other actions as Buyer may reasonably request to consummate the transactions contemplated herein.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale on the date first above written.

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

[Signature Page to Bill of Sale]

EXHIBIT M-1

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT
OF NAVY EASEMENT (WTE SITE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of [***], 2009, by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("Assignor") and **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among other persons, have entered into a Purchase and Sale Agreement dated as of [***], 2009 (the "Purchase Agreement"), pursuant to which the Assignor will sell to Assignee and Assignee will purchase from Assignor the Acquired Assets; and

WHEREAS, pursuant to Section 2.01(a) and Section 8.03(e) of the Purchase Agreement, Assignor will transfer and assign to Assignee, and Assignee will assume all of Assignor's right, title and interest in and to the Amended Navy Easement (WTE Site).

NOW, THEREFORE, in consideration of their mutual promises to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer and assign to Assignee, without representation, warranty or recourse, all right, title and interest of Assignor in and to those Amended Navy Easement (WTE Site).
2. This Assignment constitutes a direction and full authority to any person or entity that is a party to any of the Amended Navy Easement (WTE Site) to perform its obligations under those agreements for the benefit of Assignee without further proof to any such party of the assignment to Assignee of the Amended Navy Easement (WTE Site).
3. Effective as of the Closing, Assignee affirmatively and unconditionally assumes all of the obligations and liabilities of Assignor under the Amended Navy Easement (WTE Site) arising from and on or after the Closing Date.
4. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart. A facsimile signature on this Agreement is as valid as an original signature.

5. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns. This Assignment is made under, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.
6. Notwithstanding anything to the contrary herein, this Assignment, including without limitation the assignment of any contractual obligations and liabilities, shall become effective only upon the Closing of the contemplated transactions under the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

ASSIGNEE:

WHEELABRATOR TECHNOLOGIES
INC.

By: _____
Name: _____
Title: _____

EXHIBIT M-2

**FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT
OF NAVY EASEMENT (RDF SITE)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of [***], 2009, by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("Assignor") and **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among other persons, have entered into a Purchase and Sale Agreement dated as of [***], 2009 (the "Purchase Agreement"), pursuant to which the Assignor will sell to Assignee and Assignee will purchase from Assignor the Acquired Assets; and

WHEREAS, pursuant to Section 2.01(a) and Section 8.03(f) of the Purchase Agreement, Assignor will transfer and assign to Assignee, and Assignee will assume all of Assignor's right, title and interest in and to the Amended Navy Easement (RDF Site).

NOW, THEREFORE, in consideration of their mutual promises to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer and assign to Assignee, without representation, warranty or recourse, all right, title and interest of Assignor in and to those Amended Navy Easement (RDF Site).
2. This Assignment constitutes a direction and full authority to any person or entity that is a party to any of the Amended Navy Easement (RDF Site) to perform its obligations under those agreements for the benefit of Assignee without further proof to any such party of the assignment to Assignee of the Amended Navy Easement (RDF Site).
3. Effective as of the Closing, Assignee affirmatively and unconditionally assumes all of the obligations and liabilities of Assignor under the Amended Navy Easement (RDF Site) arising from and on or after the Closing Date.
4. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart. A facsimile signature on this Agreement is as valid as an original signature.

5. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns. This Assignment is made under, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.
6. Notwithstanding anything to the contrary herein, this Assignment, including without limitation the assignment of any contractual obligations and liabilities, shall become effective only upon the Closing of the contemplated transactions under the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

ASSIGNEE:

WHEELABRATOR TECHNOLOGIES
INC.

By: _____
Name: _____
Title: _____

EXHIBIT N

FORM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is entered into as of [***], 2009, by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a political subdivision of the Commonwealth of Virginia ("Assignor") and **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Assignee"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee, among other persons, have entered into a Purchase and Sale Agreement dated as of [***], 2009 (the "Purchase Agreement"), pursuant to which the Assignor will sell to Assignee and Assignee will purchase from Assignor the Acquired Assets; and

WHEREAS, pursuant to Section 2.01(n) and Section 8.03(g) of the Purchase Agreement, Assignor will transfer and assign to Assignee all of Assignor's right, title and interest in and to the Acquired Contracts, and Assignee will assume all of Seller's obligations included in the Assumed Liabilities.

NOW, THEREFORE, in consideration of their mutual promises to each other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer and assign to Assignee, without representation, warranty or recourse, all right, title and interest of Assignor in and to those Acquired Contracts.
2. This Assignment constitutes a direction and full authority to any person or entity that is a party to any of the Acquired Contracts to perform its obligations under those agreements for the benefit of Assignee without further proof to any such party of the assignment to Assignee of the Acquired Contracts.
3. Effective as of the Closing, Assignee affirmatively and unconditionally assumes all of the obligations and liabilities of Assignor under the Assumed Liabilities arising from and on or after the Closing Date. Notwithstanding the foregoing, nothing in this Assignment and Assumption Agreement is intended to, or shall be construed to, result in the assumption by Assignee of any Excluded Liabilities.
4. This Assignment may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart. A facsimile signature on this Assignment is as valid as an original signature.

5. The terms and provisions of this Assignment shall be binding upon and inure to the benefit of the respective parties hereto, and their respective successors and assigns. This Assignment is made under, and shall be construed and enforced in accordance with, the laws of the Commonwealth of Virginia applicable to agreements made and to be performed solely therein, without giving effect to principles of conflicts of law.
6. Notwithstanding anything to the contrary herein, this Assignment, including without limitation the assignment of any contractual obligations and liabilities, shall become effective only upon the Closing of the contemplated transactions under the Purchase Agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the day and year first written above.

ASSIGNOR:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____

Name: _____

Title: _____

ASSIGNEE:

WHEELABRATOR TECHNOLOGIES
INC.

By: _____

Name: _____

Title: _____

EXHIBIT O

FORM OF CERTIFICATE OF NON-FOREIGN STATUS

CERTIFICATION OF NON-FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon our disposition of a U.S. real property interest, **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereby certifies the following:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations).
2. The Transferor's U.S. taxpayer identifying number is: _____.
3. The mailing address for the Transferor after the date hereof is:

4. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii).

The person signing below on behalf of the Transferor understands that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement I have made here could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete and I further declare that I have the authority to sign this document on behalf of the Transferor.

**SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA**

By: _____ (SEAL)
Name: _____
Title: _____

Date: _____, 2009

EXHIBIT P

DESCRIPTION AND BUDGET FOR THE CO MEASURES

[Attached]

Exhibit P

Description and Budget for CO Control Measures

WTI concluded that the root cause of the CO emissions problems is non-specification fuel being supplied to the boilers. While the design of the facility is based on nominal 6 inch fuel, the fuel which is actually supplied to the boiler feeders is consistently much larger than 6 inches and is often stringy in texture. As the fuel works its way through the feeder screw conveyors, there are times when the materials wrap around the conveyor screws forming a bundle of material around the screw shaft. Eventually, some of the bundles of refuse fall off the shaft and become lodged in one or more of the four feed chutes to each boiler. This results in uneven feeding of fuel to the boiler, resulting in improper combustion and the creation of excessive amounts of CO.

WTI concluded that although modifications to the operation of the shredders would improve the fuel quality this is a longer term fix that could ultimately cost several million dollars. Instead, WTI proposes less costly, but equally effective, modifications to the existing boiler fuel feed system that in conjunction with shredder operation modifications and optimization will produce a solution that will ensure that CO emissions will be maintained within permitted limits.

WTI's proposed Phase I Plan would cost approximately \$335,000.00 and consists of the following three actions:

1. Modify the fuel feed screw conveyors by replacing the paddles at the discharge end of the screws with one flight of additional forward ribbon and adding one reverse direction flight of screw ribbon on the outboard of the screws. This work can be performed in place at an estimated cost of \$64,000 for all four boilers.
2. An air cannon will be installed at each feed chute, which will discharge an air blast into the chute whenever a level detector senses a plug in the feed chute. This will minimize fuel feed distribution problems. The operation of the cannon will be tied into the facility DCS system. The estimated cost for this modification is \$83,000 for all four boilers.
3. Installation of butterfly dampers at each overfire air nozzle at each fuel distribution duct. The facility overfire air was originally equipped with damper control, but was removed. By providing damper control, the control room operators will be able to control oxygen in the boiler and the distribution of fuel across the grate, thereby improving combustion; again resulting in better CO control. The estimated cost for these modifications is \$188,000 for all four boilers.

Following completion of the installation of the Phase I modifications there will be a 90 day compliance testing period to determine whether the Phase I modifications have resulted in the remedying the emissions exceedances. The compliance testing shall consist of:

- Test each boiler for 90 days after phase I modifications are implemented and operationally tuned. (Each boiler may respond differently to the fix so some boiler to boiler “fine tuning” may be required.)
- Each boiler will run at a minimum of 80% capacity based on hourly steam flow average. Valid boiler test day would be daily steam flow average (Midnight to Midnight) at or above minimum target steam flow level. Boiler must be online a minimum of 18 hours/day with a All 24 hour CO averages for agreed upon test period must be < 200 ppm 7% O2. Up to 3 hourly averages may be excluded from the 24 hour block average calculation for each startup, shutdown or malfunction event but total hours excluded may not exceed 1% of total boiler operating time during the test period. (example--for 90 operating days this is equivalent to 30 hours) (Under NSPS 40 CFR 60.7 CEM reporting requirements, total excess emissions time > 1% of operating time triggers reporting of each specific excess emission event and cause further scrutiny of excess emissions.)
- Boiler is considered shutdown when steam flow is less than 5% of maximum load and O2 concentration >19% and an indication that fuel is not actively being combusted.
- Excess CO emissions for startups, shutdowns, or malfunctions that are not directly related to the CO control improvements targeted by the Phase I fix will not be included in evaluation of fix.

WTI is confident that the above modifications will provide continuous operation within the 200 PPM CO emission requirement. However, in the unlikely event that CO emissions limit violations continue after the 90 day compliance testing period, WTI has developed the following Phase II Plan that it will implement at its own expense following Closing:

WTI will modify the feed conveyor screws in such a manner that the screws will be cantilevered in the feeder bin and no screw will be above the fuel distribution chutes. This modification will require relocation of the existing screw drives and the addition of intermediate pedestal bearings. This modification will eliminate the formation of plugs in the feed chutes along with the accompanying combustion problems and resultant excess CO emissions. WTI estimates the cost for Phase II as \$976,000 for all 4 boilers.

EXHIBIT Q

FORM OF OPERATIONS AND MAINTENANCE AGREEMENT

THIS OPERATIONS AND MAINTENANCE AGREEMENT (this "Agreement") is entered into as of [***], 2009 (the "Effective Date"), by and between **SOUTHEASTERN PUBLIC SERVICE AUTHORITY OF VIRGINIA**, a public body politic and corporate of the Commonwealth of Virginia ("SPSA") and **WHEELABRATOR TECHNOLOGIES INC.**, a Delaware corporation ("Company"). Capitalized terms used but not otherwise defined herein have the meanings given to such terms in the Service Agreement (as defined below).

WHEREAS, SPSA and Company have entered into a Purchase and Sale Agreement dated as of September [***], 2009 (the "Purchase Agreement"), pursuant to which SPSA will sell to Company and Company will purchase from SPSA the assets described therein;

WHEREAS, SPSA and Company have entered into a Service Agreement dated as of September [***], 2009, as amended (the "Service Agreement"), pursuant to which Company will manage, operate and maintain the Facilities;

WHEREAS, pursuant to Section 2.01(d) of the Purchase Agreement, Company will purchase and own a fire system (the "Fire System"), including fire water tank, fire pump and related equipment, that provides fire protection to the RDF Facility, SPSA's Truck Maintenance Facility, SPSA's Tipping Floor and all other SPSA property located at the Facilities Site (collectively, "SPSA's Protected Assets");

WHEREAS, pursuant to Section 2.01 of the Purchase Agreement, Company will purchase and operate a stormwater collection system (the "Stormwater System") that serves SPSA's Truck Maintenance Facility;

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement and Service Agreement, the parties have agreed that Company will provide continuous fire suppression protection to SPSA through the use and access to the System, or whatever fire system Company may install to replace or upgrade the Fire System, for the fire prevention and protection of SPSA's Protected Assets; and

WHEREAS, in connection with the transactions contemplated under the Purchase Agreement and Service Agreement, the parties have agreed that Company will provide stormwater collection service for SPSA's Truck Maintenance Facility through the Company's Stormwater System.

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the Effective Date, and shall remain in full force until June 30, 2049 (the "Term"), unless terminated earlier by the parties in writing. Notwithstanding anything to the contrary herein, this Agreement shall become effective only upon the Closing.

2. Services.

(a) During the Term, Company shall: (i) provide continuous 24-hour fire protection and suppression services to SPSA through the use of and access to the Fire System, or whatever fire system Company may install to replace or upgrade the Fire System, for the fire prevention and protection of SPSA's Protected Assets; and (ii) permit SPSA to discharge stormwater from its Truck Maintenance Facility to the Company's Stormwater System (collectively, the "Services").

(b) The Company shall, at its sole cost and expense, furnish all products, tools, equipment, skill and labor of every description necessary to (i) carry out the Services, (ii) perform in a timely and diligent manner all maintenance, repairs and replacements to the Fire System and the Stormwater System, and (iii) operate the Fire System and the Stormwater System, all in accordance with Prudent Industry Standards (as defined herein) and all Applicable Law, including but not limited to the operations and maintenance guidelines attached hereto as Schedule 1. For purposes of this Agreement, the term "Prudent Industry Standards" means those practices, methods, techniques, specifications and standards of safety, maintenance, housekeeping, repair, replacement and performance, as the same may change from time to time, as are commonly performed by competent, qualified providers of fire prevention and suppression services on Solid Waste facilities in the United States of the type similar to, as applicable, the WTE Facility or the RDF Facility, which in the exercise of reasonable judgment and in light of the facts known at the time the decision was made, are (A) considered good, safe and prudent practice in connection with such services and (B) commensurate with a prudent standard of safety, performance, dependability and efficiency.

(c) The Company shall be responsible for obtaining and paying any and all federal, state, local or other taxes, assessments, fees, licenses, permits, certifications, charges, surcharges or similar charges directly or indirectly related to ownership, maintenance or inspection of the Fire System and the Stormwater System which are imposed on the Company (as a provider of the Services) by law, ordinance or regulation and/or agreement with a governmental authority, whether imposed retroactively or prospectively (collectively, "Fees and Taxes").

3. Compensation. In consideration for the Services, starting on January 1, 2010, SPSA shall pay the Company a yearly fee of one hundred fifty dollars (\$150.00) (the "Fee"). Payment of the Fee shall be due within thirty (30) days after invoice from the Company. The Fee constitutes full compensation to the Company for all Services rendered hereunder.

4. Access. SPSA shall have the right to access the Fire System and the Stormwater System, upon reasonable notice to the Company, for the purpose of conducting an audit, inspection or testing, at SPSA's sole cost, expense and discretion. The Company shall give SPSA access to the components of the systems as is reasonably required to conduct such an

audit, inspection or testing. The Company shall provide SPSA with information concerning current and prior Services provided as is reasonably requested by SPSA, and the Company warrants and represents that such information is and will be true, correct and complete in all respects, and shall fully cooperate with SPSA in all matters relating to the maintenance and operation of the Fire System and the Stormwater System. If SPSA and the Company cannot agree upon the proper level of Services, SPSA shall determine such level of Services to be provided.

5. Indemnification. The Company shall indemnify and hold harmless the SPSA Indemnified Parties for any Fees and Taxes, damage, claims, or loss caused to SPSA's Protected Assets or suffered by the SPSA Indemnified Parties as a result of Company's failure to operate and maintain the System (including any replacement or upgrade of the Fire System or the Stormwater System) in accordance with Prudent Industry Standards, including but not limited to the maintenance guidelines attached hereto as Schedule 1. Company's obligation to indemnify the SPSA Indemnified Parties for any out-of-pocket expense includes indemnification for all reasonable expenses, court costs, and attorney fees, including those incident to appeals incurred by or imposed upon the SPSA Indemnified Parties in connection with enforcement or defense of the SPSA Indemnified Parties right to indemnity hereinabove provided.

6. Successors and Assigns. This Agreement, and the rights and privileges granted to the parties hereto pursuant to this Agreement, shall be binding upon and inure to the benefit of the successors and assigns of such parties hereto; provided, however, that no party hereto may transfer or assign (whether by operation of law, merger or otherwise) this Agreement, or its rights or obligations under this Agreement, without the prior written consent of the other party hereto (such consent to be exercised in such party's sole discretion), except that SPSA may transfer and/or assign this Agreement, and its rights and obligations under this Agreement, to any purchaser or transferee of SPSA's Truck Maintenance Facility. In the event of a sale or transfer of substantially all of the assets of the Company, the purchaser or transferee of such assets shall be bound by all of the terms and conditions of this Agreement as if the purchaser had executed this Agreement as the Company.

7. Severability. If any provision of this Agreement is determined to be unlawful or unenforceable for any reason, the remaining provisions shall remain in full force and effect. The provisions declared unlawful and unenforceable shall be deemed null and void, and this Agreement shall continue in effect as though such provisions had not been included.

8. Consent to Jurisdiction; Recordation; Governing Law. Any legal or equitable action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement shall be brought in the courts of the Commonwealth of Virginia, City of Norfolk, or in the United States District Court for the Eastern District of Virginia, Norfolk Division and each of the parties consent to the jurisdiction of such courts (and of the appropriate appellate courts) and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world. The parties agree that this Agreement may be recorded in the real estate records of the City of Portsmouth. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to conflicts of law principles.

9. Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings among the parties hereto with respect to such subject matter. No modification or waiver of any of the provisions of this Agreement shall be binding unless made in writing and signed by all parties.

10. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by any one or more of the parties hereto, but all of which shall constitute one and the same instrument, and shall be binding and effective when all parties hereto have executed and delivered at least one counterpart. A facsimile signature on this Agreement is as valid as an original signature.

11. Notices. All notices, requests, claims, demands and other communications under this Agreement will be in writing and will be delivered personally, sent by overnight courier (providing proof of delivery) to the parties or sent by fax (providing confirmation of transmission) at the following addresses or fax numbers (or at such other address or fax number for a party as will be specified by like notice):

if to SPSA:

Southeastern Public Service Authority of Virginia
723 Woodlake Drive
Chesapeake, Virginia 23320
Attn: Rowland L. Taylor
Facsimile: 1-757-424-4133

with a copy (which shall not constitute notice) to:

Williams Mullen
1666 K Street, N.W.
Suite 1200
Washington, D.C. 20006
Attn: R. Stuart Broom
Facsimile: 1-202-293-5939

with a copy (which shall not constitute notice) to:

Willcox & Savage, P.C.
1800 Bank of America Center
One Commercial Place
Norfolk, Virginia 23510
Attn: Anthony M. Thiel
Facsimile: 1-757-628-5566

if to Company:

Each such notice, request, claim, demand or other communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in this Section 11 and the appropriate facsimile confirmation is received, or (b) if given by any other means, when delivered at the address specified in this Section 11.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Operations and Maintenance Agreement for Fire System to be duly executed as of the day and year first written above.

SPSA:

SOUTHEASTERN PUBLIC SERVICE
AUTHORITY OF VIRGINIA

By: _____
Name: _____
Title: _____

STATE OF VIRGINIA)

CITY OF _____)

I, _____, a Notary Public for the State at Large, do hereby certify that _____, whose name as such is signed to the foregoing Operations and Maintenance Agreement for Fire System has this day acknowledged the same before me in the City and State aforesaid.

Given under my hand this _____ day _____, 2009.

Notary Public

My commission expires: _____.

(SEAL)

Notary Registration #: _____

COMPANY:

WHEELABRATOR TECHNOLOGIES
INC.

By: _____
Name: _____
Title: _____

STATE OF VIRGINIA)

CITY OF _____)

I, _____, a Notary Public for the State at Large, do hereby
certify that _____, whose name as such is signed to the foregoing
Operations and Maintenance Agreement for Fire System has this day acknowledged the same
before me in the City and State aforesaid.

Given under my hand this _____ day _____, 2009.

Notary Public

My commission expires: _____
Notary Registration #: _____

(SEAL)

Schedule 1

Maintenance Guidelines of Fire System

[To be Provided]

EXHIBIT R

[Intentionally Omitted]