UNITED STATES OF AMERICA BEFORE THE FEDERAL ENERGY REGULATORY COMMISSION

NEO California Power LLC
)

Docket No. EL02-18-000
EL00-95-000
EL00-98-000

FINAL EXECUTED REVISED SETTLEMENT AGREEMENT

Pursuant to Rule 602(f)(2) of the Rules of Practice and Procedure of the Federal Energy Regulatory Commission ("Commission"), 18 C.F.R. § 385.602(f)(2) (2008), and as set forth in their April 10, 2009 Reply Comments, the California Independent System Operator Corporation ("CAISO"), on behalf of itself and the other settling parties, California Power Holdings, LLC ("CPH"), Harbor Cogeneration Company ("Harbor"), and MMC Energy North America, LLC ("MMC") (collectively, the "Settling Parties") hereby submit the final executed Revised Settlement Agreement. The Revised Settlement Agreement is uncontested. The Settling Parties respectfully request that the Commission approve the settlement, as revised.

Dated: April 20, 2009 Respectfully submitted on it own behalf and on behalf of the Settling Parties,

/s/Roger E. Collanton

Daniel J. Shonkwiler Roger E. Collanton California ISO 151 Blue Ravine Road Folsom, CA 95630

Counsel to the California Independent System Operator Corporation

REVISED SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into by and among California Power Holdings, LLC ("CPH"), Harbor Cogeneration Company ("Harbor"), MMC Energy North America, LLC ("MMC") and the California Independent System Operator Corporation ("CAISO"). CPH, Harbor, MMC and CAISO are each a "Party," and collectively they are "Parties" to this Agreement.

RECITALS

Whereas, on August 24, 2000, CAISO issued a Request for Bids seeking proposals from new generation facilities to provide peaking capability in order to ensure the reliability of the CAISO's Control Area during the 2001, 2002 and 2003 summer periods;

Whereas, in response to CAISO's Request for Bids, NEO California Power LLC ("NEO"), Harbor, and RAMCO, Inc. ("RAMCO") submitted proposals to construct new generating units and/or add generating capability to existing units;

Whereas, the CAISO accepted proposals from NEO and RAMCO to build two generating units each, and a proposal from Harbor to add to an existing generating unit. CAISO executed two separate Summer Reliability Agreements ("SRAs") each with NEO and RAMCO, and one with Harbor. The contract terms of each of the SRAs extended through October 31, 2003.

Whereas, the SRA contracts expressly condition the CAISO's obligation to pay the SRA Owners on the CAISO's recovery of the costs from its Scheduling Coordinators under the terms of the CAISO tariff. To facilitate this recovery, the CAISO established the SRA Trust Account, treated the SRA Trust Account as a participant in its markets, and paid the SRA owners from the SRA Trust Account;

Whereas, under the terms of the SRAs, NEO, RAMCO, and Harbor issued invoices that were accepted by CAISO, which assessed corresponding credits to the SRA Trust Account and charges to Scheduling Coordinators. To the extent that any Scheduling Coordinators disputed the charges associated with the SRAs, those disputes have been resolved;

Whereas, the SRA Owners did not receive full payment on invoices that CAISO assessed to Market Participants for the trade months of July and August 2001, due to a default by the California Power Exchange Corporation (the "PX") on its market invoices. These trade months included retroactive adjustments correcting invoices originally issued for November and December 2000, including adjustments affecting the PX. Due to its bankruptcy filing, the PX did not pay its invoices and thus the SRA Trust Account and other CAISO Creditors were paid only a portion of their receivables for July and August 2001. As a result of the shortfall in the SRA Trust Account, the CAISO paid the SRA Owners only a portion of what they were owed for those trade months;

Whereas, on November 13, 2001, NEO filed a complaint against CAISO with the FERC in Docket No. EL02-18-000, stating that the CAISO had not paid NEO the full amount due on its invoices;

Whereas, in response to NEO's complaint, CAISO explained that it would be unable to pay NEO until the funds controlled by the PX were distributed by the Commission pursuant to its authority under the PX's confirmed plan of reorganization;

Whereas, on May 20, 2003, the Federal Energy Regulatory Commission established hearing procedures and held the hearing in abeyance pending settlement judge procedures;

Whereas, on January 24, 2005, the Parties informed the Commission that settlement negotiations are continuing and that the payment dispute should be resolved with the pending clearing of accounts from the PX Bankruptcy and Refund Proceedings;

Whereas, on January 3, 2007, CPH acquired all NEO's interests in the SRAs and associated generating plants, including NEO's claims against CAISO under the SRAs;

Whereas, on January 9, 2006, MMC acquired all of RAMCO's interests in the SRAs and associated generating plants, including any claims that RAMCO may have against CAISO under the SRAs;

Whereas, the Parties have been committed to settling the disputes addressed herein rather than litigate or continue to litigate, as the case may be:

Whereas, FERC has on several occasions authorized the release of funds held by the PX to creditors who have resolved through agreement or otherwise resolved their overall financial position with respect to the ISO and PX markets during the refund period of October 2, 2000 through June 21, 2001;

Whereas, the SRA Owners are not subject to any pending refund cases pending before the Commission;

Whereas, upon approval of this Agreement by the Federal Energy Regulatory Commission ("FERC" or the "Commission"), the SRA Owners and the SRA Trust Account would have no unresolved issues with respect to the ISO and PX markets during the refund period of October 2, 2000 through June 21, 2001;

Now, therefore, in consideration of the exchange of promises and covenants contained in this Settlement Agreement, the legal sufficiency of which the Parties acknowledge, the Parties agree, subject to approval by the Commission, as follows:

Section 1: Definitions

- "Business Day" means a calendar day falling within Monday through Friday except for Federal holidays.
- "CAISO" means the California Independent System Operator Corporation, a California nonprofit public benefit corporation.
- "Effective Date" shall have the meaning set forth in Section 3.1 of this Agreement.
- "FERC" or "Commission" means the Federal Energy Regulatory Commission.
- "FERC Interest Rate" shall have the meaning set forth in 18 C.F.R. § 35.19a(a)(2)(iii) or any successor thereto.
- "Harbor Cogeneration Company" refers to the owner and operator of a combined-cycle facility located in Wilmington, California that had an output capability of 80 MW in 2000 ("the Harbor plant").
- "NEO California LLC" refers to the owner and operator of (i) a 48 MW natural gas-fired generation facility located in Chowchilla, California (the "Chowchilla plant") and (ii) a 44 MW natural gas-fired generation facility located in Red Bluff, California (the "Red Bluff plant") before California Power Holdings purchased a 100 percent direct membership interest in NEO and merged NEO into California Power Holdings, LLC.
- "Parties" means the CAISO, California Power Holdings, LLC, Harbor Cogeneration Company, and MMC Energy North America, LLC, including their successors and assigns.
- "Complaint Proceeding" means the proceeding conducted at the Commission in Docket No. EL02-18 concerning amounts owed under the Summer Reliability Agreements between CAISO and NEO California Power LLC.
- "PX" means the California Power Exchange Corporation, a California nonprofit public benefit corporation.
- "PX Settlement Clearing Account" means any and all accounts of the PX or the reorganized PX holding funds in trust pursuant to the terms of the PX tariff, the CAISO tariff, or a FERC or court order.
- "RAMCO" refers to the owner and operator of (i) a 44 MW natural gas-fired generation facility located in Escondido, California and (ii) a 44 MW natural gas-fired generation facility located in Chula Vista, California, before MMC Energy North America, LLC purchased all of its assets.

"Refund Proceeding" means the FERC proceeding conducted in Docket Nos. EL00-95, et al. and EL00-98, et al. and related appeals of orders in that proceeding and any proceedings upon remand.

"SRA Owners" means California Power Holdings, LLC, Harbor Cogeneration Company, and MMC Energy North America, LLC, including their successors and assigns.

"SRA Interest Receivable Settlement Amount" has the meaning set forth in Section 2.2 of this Settlement Agreement.

"SRA Principal Receivable Settlement Amount" has the meaning set forth in Section 2.1 of this Settlement Agreement.

"SRA Interest" means the interest that has accrued to the SRA Owners under the terms of the SRAs, but in no event shall be accrued at a rate in excess of the FERC Interest Rate.

"Summer Reliability Agreements or SRAs" mean the Agreements between NEO, RAMCO, or Harbor, on the one hand, and CAISO, on the other hand. The two SRAs between the CAISO and NEO were executed initially on November 27, 2000, and filed on January 10, 2001 in FERC Docket No. ER01-0929, with amended and restated versions executed December 5, 2001, and filed on February 4, 2002 in FERC Docket No. ER02-0978. The SRAs between the CAISO and Harbor was executed December 4, 2000, and filed on January 10, 2001 in FERC Docket No. ER01-0929. The CAISO and RAMCO executed SRAs for the Chula Vista and Escondido facilities on November 27, 2000, and filed on January 10, 2001 in FERC Docket No. ER01-0929. This does not include two other SRAs between the CAISO and RAMCO for Pleasanton and East Livermore facilities, because those facilities were never constructed.

Capitalized terms that are not otherwise defined shall have the meaning set forth in the CAISO Tariff.

Section 2: Payment and Release

2.1. No later than thirty (30) Business Days after the Effective Date, the PX shall distribute the SRA Principal Receivable Settlement Amount identified in Exhibit A, which represents the principal amounts yet unpaid under the SRAs, exclusive of accrued interest ("SRA Receivable").

The calculation of the SRA Principal Receivable Settlement Amount is set forth in Attachment A to this Settlement Agreement. The PX will pay the SRA Principal Receivable Amount out of the PX Settlement Clearing Account to the individual SRA Owners, via wire transfer instructions provided by the SRA Owners. The CAISO will adjust its books to credit this same amount of funds to the PX, thereby reducing amounts payable by the PX to the CAISO.

In the event of a principal shortfall in the CalPX Settlement Clearing Account at the conclusion of the Refund Proceeding, a pro rata portion of the principal shortfall will be allocated to the SRA Owners. Any principal shortfall will be deducted from the interest payments to be made to the CAISO, as set forth in Section2.2.

- 2.2 The SRA Interest Receivable Settlement Amount is set forth in Exhibit B to this Settlement Agreement. Upon the distribution of the SRA Principal Receivable Settlement Amount by the PX, interest will cease accruing on the unpaid principal balances, but will continue to compound on unpaid SRA Interest. The SRA Interest Receivable Settlement Amount shall be reduced on a pro rata basis as a result of any interest shortfalls allocated among PX market participants, as well as by the amount of any principal shortfall, as set forth in Section 2.1. The PX shall pay to the CAISO an amount of interest to be determined by the Commission, subject to any shortfalls in interest or principal, as set forth above, at a time to be determined by the Commission, but no later than the date on which the PX makes the distribution of interest to its market participants as contemplated in the Commission's order issued October 19, 2007 in Docket No. EL00-95-164 (paragraph 58). Within 10 Business Days after receiving this payment, the CAISO shall distribute, on a pro rata basis such proceeds, to the SRA Owners. The SRA Owners shall not have any other claim for interest except as provided for in this Section 2.2
- 2.3. The approval of this Settlement Agreement and subsequent payment of the SRA Principal Receivable Settlement Amount and SRA Interest Receivable Settlement Amount resolves all issues with respect to NEO's November 13, 2001 complaint against CAISO in Docket No. EL02-18 ("Complaint") relating to the sufficiency of payments made under the Summer Reliability Agreements. Within thirty (30) Business Days after receipt of the SRA Principal Receivable Settlement Amount, CPH will request the Complaint be held in abeyance. Within thirty (30) days after receipt of the SRA Interest Receivable Settlement Amount, CPH will withdraw the Complaint.
- 2.4. The Parties agree that the SRA Principal Receivable Settlement Amount and the SRA Interest Receivable Settlement Amount described in Section 2.1 and 2.2 above will be the only payments made under this Settlement Agreement. The Parties further agree that this Settlement Agreement resolves all issues that were raised or that could have been raised by any person in the Complaint Proceeding, whether or not they are signatories to this Settlement Agreement.
- 2.5 In return for the consideration specified elsewhere in this Settlement Agreement and full performance by the Parties of their respective obligations hereunder, and subject to the occurrence of the Settlement Effective Date, all claims as between the SRA Owners, on the one hand, and the CAISO, on the other hand, relating to Summer Reliability Agreements for monetary or non-monetary Remedies, including attorney's fees, shall be deemed settled and resolved, subject only to the right of SRA Owners to contest the calculation of SRA Interest, as calculated in Attachment B.
- 2.6 The Parties acknowledge and agree that it is their intention that the releases granted pursuant to Sections 2.3 through 2.5 shall be effective as a bar to all causes of

action and demands for monetary relief, including costs, expenses, attorneys' fees, damages, losses, and liabilities of every kind, known or unknown, suspected or unsuspected. In furtherance of this intention, SRA Owners, on the one hand, and the CAISO, on the other hand, with respect to the specific matters released herein, each knowingly, voluntarily, intentionally, and expressly waives, as against each other, any and all rights and benefits conferred by California Civil Code Section 1542 and any law of any state or territory of the United States or principle of common law that is similar to Section 1542. Section 1542 provides:

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

In connection with such waiver and relinquishment, the Parties each acknowledge that they are aware that they may hereafter discover facts in addition to or different from those that they know or believe to be true and with respect to the subject matter of this Agreement, but that it is their intention hereby to fully, finally, and forever settle and release all matters, disputes, differences, known or unknown, suspected or unsuspected, that are set forth in Sections 2.3 through 2.5. This Agreement is intended to include in its effect, without limitation, all claims encompassed within the settlement and releases set forth in Sections 2.3 through 2.5, including those that the Parties may not know or suspect to exist at the time of execution of this Agreement, and this Agreement contemplates the extinguishment of all such claims.

2.7 The releases set forth in Sections 2.3 through 2.5 shall run to, benefit and be enforceable by any individual who, as an officer, director, agent or employee of a corporate or organizational party that receives the benefits of such releases participated as an officer, director, agent or employee in or might be claimed to be liable for any of the actions or events of potential liability for which a party is released by Sections 2.3 through 2.5. The release and discharge of individuals effected by this Section 2.7 is not intended to expand the number or identity of corporate or organizational entities released or discharged by any of Sections 2.3 through 2.5.

Section 3: Effective Date and Termination

3.1. This Settlement Agreement shall become effective when the Commission by order accepts or approves this Settlement Agreement in its entirety without modifications or conditions or with such modifications or changes as are agreed to by the Settling Parties in accordance with the following provision (the "Effective Date"). If the Commission by order approves this Settlement Agreement conditioned on the modification of any of the terms of this Settlement Agreement (a "Conditional Approval Order"), the Settling Parties shall confer to determine whether they accept such

modifications, and if so, make any necessary compliance filing. If one or more Parties do not accept such modifications, the Parties will negotiate in good faith, if necessary, to restore the balance of risks and benefits reflected in this Settlement Agreement as executed; and any such renegotiated Settlement Agreement shall be filed with the Commission. If, within thirty calendar days of the date of the issuance of the Conditional Approval Order, the Parties do not either accept and file the Settlement Agreement as modified or agree to and file a renegotiated Settlement Agreement and unless the Parties agree to extend the time period for such negotiations, this Settlement Agreement shall terminate. Notwithstanding anything in this Section 3.1, if this Commission accepts this Settlement without modification with respect to one SRA Owner, the Settlement shall be binding on such SRA Owner.

Section 4: PX and CAISO Accounting

- 4.1 Upon approval of this Settlement, CAISO and PX will conform their books and records by reflecting the payment of the SRA Principal Receivable Settlement Amount to the SRA Owners as a credit against amounts due by the PX to the CAISO, thereby reducing amounts payable by the PX to the CAISO. The CAISO shall apply the PX payments, in order of the creation of such debt, in accordance with CAISO Tariff Section 11.12.5.
- 4.2 Upon distribution of the SRA Interest Receivable Settlement Amount, CAISO and PX will conform their books and records to reflect the payment of SRA interest to the SRA Owners.
- 4.2 Each Party shall reasonably and in good faith cooperate and take all reasonable steps to secure (i) the release of funds to the SRA Owners as contemplated by this Agreement, (ii) the accounting treatment contemplated under this Section 4, and (iii) any other acts of the PX or CAISO necessary to effectuate the terms of this Agreement. This duty of cooperation shall include making individual or joint requests to the PX, executing appropriate waivers, providing data, and providing other assistance to the PX and the CAISO as necessary to implement this Agreement.
- 4.4 The PX and the CAISO shall be held harmless for actions taken to implement the Settlement. Notwithstanding, this provision, CAISO shall continue to remain involved in the implementation of this Agreement.
- 4.5 FERC approval of this Agreement shall constitute a grant of such waivers of the CAISO and the PX tariffs as may be necessary for the CAISO and the PX to disburse such funds as required by this Agreement, to account for transfers, allocations, and distributions of funds as required by this Agreement, and to otherwise implement this Agreement.

Section 5: Scope and Limitations

- 5.1. For the sole purpose of settling the matters described herein, this Settlement Agreement represents a fair and reasonable negotiated settlement that is in the public interest. The terms of this Settlement Agreement shall not limit or restrict the arguments that the Parties may put forth or the positions that the Parties may take in any future proceeding before FERC, except as to the matters explicitly described herein. Nor shall the Parties be deemed to have approved, accepted, agreed, or consented to any concept, theory or principle underlying or supposed to underlie any of the matters provided for herein or to be prejudiced thereby in any future proceeding except as to the extent relied upon to settle the matters explicitly described herein.
- 5.2. This Settlement Agreement is made upon the express understanding that it constitutes a negotiated settlement and, except as otherwise expressly provided for herein, no settling Party shall be deemed to have approved, accepted, agreed to, or consented to any principle or policy relating to rate design, rate calculation, or any other matter affecting or relating to any of the rates, charges, classifications, terms, conditions, principles, issues or tariff sheets associated with this Settlement Agreement. This Settlement Agreement shall not be cited as precedent, nor shall it be deemed to bind any settling Party (except as otherwise expressly provided for herein) in any future proceeding, including, but not limited to, any FERC proceeding, except in any proceeding to enforce this Settlement Agreement or in the Complaint Proceeding.
- 5.3. The discussions among the Parties that have produced this Settlement Agreement have been conducted on the explicit understanding, pursuant to Rule 602(e) of the Commission's Rules of Practice and Procedures, that all offers of settlement and any comments on these offers are privileged and not admissible as evidence against any participant who objects to their admission and that any discussion of the Parties with respect to offers of settlement is not subject to discovery or admissible in evidence.
- 5.4 The Commission's review of any modifications to this Settlement Agreement, regardless of who proposes the modification, shall be based on the just and reasonable standard and not the public interest standard.

Section 6: Miscellaneous

- 6.1 This Settlement Agreement constitutes the Parties' complete and exclusive statement of the terms of this Settlement. All prior written and oral understandings, offers or other communications of every kind pertaining to the terms of this Settlement are hereby superseded.
- 6.2. This Settlement Agreement may be executed in any number of counterpart signature pages, each having the same force and effect as the original.
- 6.3. Commission acceptance of this Settlement Agreement shall constitute the requisite waiver of any and all otherwise applicable Commission regulations, to the extent necessary, to permit implementation of the provisions of this Settlement Agreement. This Settlement Agreement constitutes the full and complete agreement of

the Parties with respect to the subject matter addressed herein and supersedes all prior negotiations, understandings, and agreements, whether written or oral, between the Parties with respect to the subject matter described herein.

- 6.4 To the extent not governed by federal law, this agreement and the rights and duties of the Parties hereunder will be governed by and construed, enforced, and performed in accordance with the law of the State of California, without giving effect to principles of conflicts of laws that would require the application of laws of another jurisdiction.
- 6.5 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.
- 6.6 This Agreement is not intended to confer upon any person or entity that is not a Party any rights or remedies hereunder, and no one, other than a Party, is entitled to rely on any representation, warranty, covenant, release, waiver or agreement contained herein.

IN WITNESS WHEREOF, the Parties hereto, as of March 4, 2009, through their respective representatives who represent that they are fully authorized to execute on behalf of their principals, have hereunto set their hands and seals.

[COUNTERPART SIGNATURE PAGES APPEAR ON FOLLOWING PAGES]

SIGNATURE PAGE FOR OFFER OF SETTLEMENT IN DOCKET NO. EL02-18-000

California Independent System Operator

Corporation

SIGNATURE PAGE FOR OFFER OF SETTLEMENT IN DOCKET NO. EL02-18-000

		California Power Holdings, LLC
Date:	4-9-09	By Ke

SIGNATURE PAGE FOR OFFER OF SETTLEMENT IN DOCKET NO. EL02-18-000

	MINIC Energy North America, LLC
Date: 4/9/09	By Den Lagran Title CFO

SIGNATURE PAGE FOR OFFER OF SETTLEMENT IN DOCKET NO. EL02-18-000

Harbor Cogeneration Company

Date: Apr. 10, 2009

Title Maurice T. Klefeker

President & CEO

Exhibit A

SRA Principal Receivable Settlement Amount

The SRA Principal Receivable Amount is comprised of principal Capacity Payments owed under the SRA and does not include any accrued interest.

California Power Holdings, LLC:

\$485,996.88

MMC Energy North America, LLC:

\$38,356.26

Harbor Cogeneration Company:

\$47,313.19

Attachment A SRA Principal Receivable Settlement Amount Calculation

California Power Holdings, LLC:

 Chowchilla
 \$ 449,348.98

 Red Bluff
 \$ 36,647.90

 \$ 485,996.88

MMC Energy North America, LLC:

 Chula Vista
 \$ 25,377.80

 Escondido
 \$ 12,978.46

 \$ 38,356.26

Harbor Cogeneration Company: \$47,313.19

See Spreadsheet – Attachment B

Exhibit B

SRA Interest Receivable Settlement Amount

The SRA Interest Receivable Amount is comprised of the SRA Interest amount, accrued as of June 30, 2009, as calculated with the SRA Settlement Interest Rate.

California Power Holdings, LLC:

Chowchilla	\$390,350.43
Red Bluff	\$ 65,127.25
	\$455,477.68

MMC Energy North America, LLC:

Chula Vista	\$ 25,602.98
Escondido	\$ <u>13,071.66</u>
	\$ 38,674.64

Harbor Cogeneration Company: \$49,233.79

See Spreadsheet - Attachment B

Attachment B SRA Principal and Interest Summary

** Payment from interest charged to Market

Attachment B SRA Principal and Interest Summary

California Power Holdings, LLC -- Chowchilla -- Interest Calculation End Date 9/7/2001 9/14/2001 9/30/2001 10/8/2001 Stort Date CHOWNER Charges 524,966.40 nterest Interest FERC HOW072001 kıvoks Due Interest to b Payment 9/7/2001 Invoice Due Market Payment 3rd Quarter End Qt: Interest 3,249.18 Compounded 3.249.18 9/14/2001 874 844.00 16 9/30/2001 10/8/2001 10/11/2001 1.399.910.4 7.79% 7.79% 2,091.43 3rd Quarter End invoice Diue Market Payment Market Payment Market Payment Invoice Due Invoice Due Market Payment Market Payment 4th Quarter End invoice Due Market Payment 4th Quarter End invoice Due Market Payment Market Payment Market Payment Market Payment Market Payment Market Payment 1,318,732.45 3Q01 1,328,576.26 4Q01 2,203,520.26 4Q01 5,340.61 (81,177.9) CHOW082001 10/11/2001 9,843,81 4.503.20 9,843,81 10/11/2001 874,944.00 6.80% 6.80% 1,485.09 2,052.59 1.485.0p 10/24/2001 11/7/2001 10/11/2001 (2,840.98 (439,391 30 (274,834.57 3,537.89 13 14 28 9 0 12 10/24/2001 2,200,679,30,4001 6.80% 3,537.69 3,537.69 7,803.38 11,680.38 0.00 CHOW092001 CHOW102001 11/7/200 1,761,288,00 4001 6.80% 6.80% 12/5/2001 4.265.89 12/5/2001 12/14/2001 12/14/2001 1,486,453.43,4Q01 2,361,397.43,4Q01 3,236,341.43,4Q01 3,180,981.69,4Q01 874,944.00 874,944.00 12/14/2001 3.877.00 5,877.00 12,318.08 5,426.41 0.00 6,541.75 12/14/200 6.80% 23,998.46 6.80% 6.80% 6.80% 6.80% 12/28/200 29,424.88 29,424.88 35,966.63 37,334.00 (55,350,74 (254,831.03 (1,458,240,00 12/26/2001 12/31/2001 1/13/2002 1/15/2002 12/26/2001 5 13 12/31/2001 2,928,150.66 1,487,910.66 4QD CHOW112001 4Q01 1Q02 1Q02 1Q02 1/13/200 37.334.00 1.367.37 2 15 0 8 52 0 1,505,244.63 1,913,484.66 1,483,199.40 1,121,427.52 1/15/2002 408,240,00 3,023.69 591.35 3,391.42 5.64% 3,023,69 3,615,03 7,006,45 7,006,45 7,064,77 7,064,77 1/30/2002 1/30/2002 2/7/2002 3/31/2002 3/31/2002 5.64% (450,285,26 (341,771,88 (1,074,249,71 (54,477,88 5.64% 5.64% 5.64% 5.64% 5.64% 1/30/2002 Market Paymer 2/7/2002 100: *Market Interest Payment CHOW2001F 0,00 "Market Interest Invoice Due 1st Quarter End Market Payment 2nd Quarter End 3rd Quarter End Market Payment Market Payment 4th Quarter End 1st 3/31/2002 47,177.81 -7,299.85 1002 3/31/2002 4/10/2002 6/30/2002 58.32 3,888,309.42 4/10/2002 10 81 92 2 34 56 0.00 3,891,009,56 1Q02 3,898,074.33 2Q02 1,621,351.09 2Q02 1,643,654.73 3Q02 0.00 5,104.88 17,198.76 19,678.83 8/30/2002 7,064.77 9/30/2002 10/2/2002 11/5/2002 12/31/2002 4.78% 7,004.77 5,104.88 22,303.63 19,676.83 432.92 7,673.37 14,505.03 (2,278,723.24 4.75% 4.75% 4.75% 4.75% 9/30/2002 10/2/2002 10,078.83 1,643,654.73 3002 1,683,333.55 4Q02 1,636,385.89 4Q02 937,426.76 4Q02 951,931.79 1Q03 962,776.99 2Q03 741,231.95 2Q03 11/5/2005 432.02 12/31/2002 3/31/2003 6/19/2003 (20,947.56) (698.959 13) 7,240.45 6,831.68 10,844.20 6,968.32 949.39 3/31/2003 14,505.03 10,844.20 6/19/2003 4.75% 6/30/2003 8/1/2003 9/30/2003 12/31/2003 4.82% 4.25% Market Paymen 10.844.20 6/30/2003 8,988.32 9,917.71 2,798.80 7,508.52 2nd Quarter End (221,544.04 4.25% 4.25% 4.25% 4.25% 8/1/2003 2nd Quarter End
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1st Quarter End
2nd Quarter End
3rd Quarter End 12/31/2009 10.022.92 641,759.46 651,782.36 662,017.33 673,084.81 665,340.54 698,705.12 713,099.34 3,043,52 3/31/2006 6/30/2006 9/30/2006 8.23% 8.78% 7.30% 7.74% 8.17% 8.25% 8.25% 3,043.52 10,234.95 11,087.46 12,255.74 13,364.58 14,394.22 10,022.92 10,234.95 11,067.48 12,255.74 13,364.68 14,394.22 14,506.20 14,965.75 15,441.41 10,234.95 11,067.48 12,255.74 13,364.58 6/30/2008 9/30/2008 12/31/2008 2Q06 3/31/2007 6/30/2007 9/30/2007 12/31/2006 4th Quarter End 1st Quarter End 2nd Quarter End 3rd Quarter End 4th Quarter End 3006 3/31/2007 400F 14,394.22 8/30/2007 1007 92 14,508.20 9/30/2007 12/31/2007 3/31/2008 2Q07 3Q07 4Q07 14,506.20 14,985.75 15,441.41 15,762.51 14,970.11 13,312.94 10,714.62 727.805.54 12/31/2007 14.965.75 92 91 91 92 92 90 742,571,29 3Q07 758,012.70 4Q07 773,775.21 1Q08 3/31/2008 8.25% 15,441.41 15,762.51 8.25% 7.76% 6.77% 5.30% 5.00% 4.52% 6/30/2008 9/30/2008 12/31/2008 1st Querter End 15.762.51 6/30/2008 14,970.11 13,312.94 10,714.62 10,243.17 14,970.11 2nd Quarter For 9/30/200B 788,745,33 200A 3rd Quarter End 12/31/2005 802.058.27 3/31/2009 4th Quarter End 1st Quarter End 10.714 82 612,772.89 623,018.05 832,188.73 3/31/2009 10,243.17 9,172.68 7,510.67 390,350.43 6/30/2009 91 10.243.17 1Q09 9,172.68 7,510.67 td Quarter Eng 9,172.68 7,510.67 2009 3.62% 8,331,291.82

Principle

449,348.98

voice # EDB082001	Start Date	End Date	#day	is #					_	-		
CUBU82001	10/8/2001	10/24/2001	18		Charges	Interest	Payment			interest	FERC	Interest to be
EDB092001	10/24/2001	11/7/2001	14	Market Payment	674,709.66		, ayment	Balance	Otr	Rate	Interest	Compounded
	11/7/2001	12/5/2001	28	Invoice Due			1044 000 001	674,709.68	4001	6.80%	2,262.59	2,262,59
EDB102001	12/5/2001	12/14/2001	9	Invoke Dua	996,000.00		(211,937.62)	462,772.06	4Q01	6.80%	1,207,01	3,469,60
	12/14/2001	12/26/2001	12	Market Payment	996,000.00			1,458,772.08	4Q01	6.80%	7,609,59	11,079.19
	12/26/2001	12/31/2001	5	Market Payment				2,454,772.00	4Q01	6.80%	4,115.95	15,195,14
	12/31/2001	1/30/2002	30	4th Quarter End			(140,365.88)	2,314,408.38	4Q01	8.80%	5,174.12	
	1/30/2002	2/13/2002	14	Aut Cruenter End		20,978.85	(1,660,000.00)	654,408.38	4Q01	0.80%	609.58	20,389.27
	2/13/2002	3/31/2002	46	Market Payment		20,010.00		675,385.23	1002	5.64%	3,130.83	20,978.85
DB2001F	3/31/2002	3/31/2002		Market Payment & Interest			(607,935,44)	187,449,79	1002	5.64%	362,24	3,130.83
	3/31/2002	4/10/2002	0	Invoice Due	1,223,589.39		(171,036,79)	-3,587.00	1002	5.64%		3,493.07
	4/10/2002		10	1st Quarter End	-1025,000.00		44	1,220,002.40	1002	5.64%	0.00	3,493.07
	6/30/2002	B/30/2002	81	Market Payment		3,493.07		1,223,495,47	2002	4.78%	0.00	3,493.07
	9/30/2002	9/30/2002	92	2nd Quarter End			(1,059,885.14)	183,810.33		4.78%	1,602.28	1,602.28
	10/2/2002	10/2/2002	2	3rd Quarter End		3,337.80		168,948.13	2002		1,735.52	3,337,80
	11/5/2002	11/5/2002	34	Market Payment		1,998.80		168,946.93	1000	4.75%	1,998.80	1,988.80
		12/31/2002	56	Market Payment			(49,200,77)	119,748.16	1002	4.75%	43.97	43,97
	12/31/2002	3/31/2003	80	4th Quarter End			(5,009.48)	144 750 00	4QU2	4.75%	529.84	573.81
	3/31/2003	8/19/2003	60	1st Quarter End		1,409,97	(0,008,40)	114,738.68		4.75%	835.16	1,409.97
	6/19/2003	6/30/2003	11	Market Payment		1,323,12		116,148.65	1003	4.62%	1,323.12	1,323.12
	6/30/2003	8/1/2003	32	2nd Quarter End			(07 700 00)	117,469.77	2Q03	4.25%	1,094.24	1,094.24
	8/1/2003	9/30/2003	60	"Market Interest Payment		1,209.16	(27,729.02)	89,740.75 2	2003	4.25%	114.94	1,209,18
	9/30/2003	12/31/2003	92	3rd Quarter End		1,200.10		90,849.93	Q03	4.25%	338.68	338,88
	12/31/2003	3/31/2004	91	4th Ower End		909.87	(9,220 16)	81,729,77	1Q03	4.25%	570.99	
	3/31/2004	6/30/2004	91	4th Quarter End		847.77		82,839,64 4	Q03	4.07%	B47.77	809.87
	6/30/2004	9/30/2004	92	1st Quarter End		832.59		83,487.41 1	Q04	4.00%	832.59	847.77
	9/30/2004	12/31/2004		2nd Quarter End		032.09	- 1	84,320.00 2	004	4.00%	840.89	832,59
	12/31/2004	3/31/2005	92	3rd Quarter End		840.89	1	85,160.89 3	004	4.00%		840.89
	3/31/2005	6/30/2005	60	4th Quarter End		858.61		88,019,50 4	004	4.22%	858.61	859.61
	6/30/2005		91	1st Quarter End		914.98	1	86,934.46 1		4.75%	914.98	914.98
	8/5/2005	8/5/2005	38	2nd Quarter End		1,018.20	- 1	87,952.87 20	ODE		1,018.20	1,018.20
	8/31/2005	8/31/2005	26	Market Payment		1,152.18	- 1	89,114.85 3	005	5.30%	1,182.18	1,182.18
	0/2000	9/30/2005	30	Market Payment			(6 635,72)	82,470.13 30	U05	5.77%	507.15	507.15
	9/30/2005	12/31/2005	92	3rd Quarter End			(4,695.36)	77,783.77 30	205	5.77%	339.00	846.15
	12/31/2005	3/31/2006		4th Quarter End		1,215.04	(4,080.00)	77,703.77 30	502	5.77%	368.89	1,215.04
	3/31/2008	6/30/2006		1st Quarter End		1,240,52	D.	78,998.80 40	205	6.23%	1,240.52	1,240.52
	6/30/2006	9/30/2008	92	2nd Quarter End		1,341.43		80,239.32 10	308	6.78%	1,341.43	1,341.43
	9/30/2006	12/31/2006	92	3rd Quarter End		1,485.45		81,580.75 20	106	7.30%	1,485.45	1,485,45
	12/31/2006	3/31/2007		4th Quarter End		1,619,84		83,068.20 30	108	7.74%	1,819.84	1,619,84
	3/31/2007	6/30/2007		1st Quarter End		1,744.64	1	84,686.04 40	108	8.17%	1,744.64	
	6/30/2007	9/30/2007				1,758.21		88,430.68 10	107	8.25%	1,758.21	1.744.84
	9/30/2007	12/31/2007		2nd Quarter End		1,813,91	710	88,188,88 20	107	8.25%	1,813,91	1,758.21
	12/31/2007	3/31/2008		3rd Quarter End			0.00	60,002.81 30		8.25%	1,871.57	1,813.91
	3/31/2008	6/30/2008		4th Quarter End		1,871.57	- 10	91,874,37 40	07	8.25%		1,871.57
	8/30/200B			1st Quarter End		1,910.48		93,784.85 10			1,910.48	1,010,48
	9/30/2008	9/30/2008		2nd Quarter End		1,814.44	A.	95,599.30 20			1,814.44	1,814.44
	12/31/2008	12/31/2008	92 ;	3rd Quarter End		1,613.59	1	97,212.88 30			1,613.59	1,613.59
	3/31/2009	3/31/2009	80 4	Ith Quarter End		1,208.66	1	98,511.54 40			1,288.68	1,298.66
		6/30/2009	91 .	ist Quarter End		1,241.52					1.241.52	1,241.52
	8/30/2009		2	2nd Quarter End		1,111.77		99,753,05 1Q6 100,864.82 2Q6		4.52% 3.62%	1,111.77	1,111.77

Principle

910.33

(3,853,6

Attachment B SRA Principal and Interest

nvolce #	8/10/2001	End Date 8/11/2001	#day	s # Market Payment	Charges	Interest	Payments	Balance	Qtr	Interest Rate	FERC	Interest to be
IARB082001	8/11/2001	9/9/2001	29	Invoice Due			(17,520 22)	-17,520.22			Interest	Compounded
IARB072001	9/9/2001	9/30/2001	21	Invoice Due	113,477.76		(17,020 22)	95,957.54	10001	7.78%	0.00	0.00
	9/30/2001	10/8/2001	6	3rd Quarter End	212,770.80		- 1	308,728.34		7.70%	593.91	593.91
ARB082001	10/8/2001	10/11/2001	5	Invoice Due		1,977.61	1	310,705.95	13001	7.79%	1,383.70	1,977.61
	10/11/2001	10/11/2001	ő		212,770.80	,	- 1	510,700,80	4001	6.80%	347.31	347.31
	10/11/2001	10/24/2001	13	Market Payment	l		(613.93)	523,478.75 522,882.82	AUDI	6.80%	487.62	834.93
	10/24/2001	11/2/2001	9	Market Payment	ł		(108,852.14)	416,010,68	14001	6.80%	0.00	834.93
ARB092001	11/2/2001	12/2/2001	30	Market Payment	l .		(68.834.87)	240 475 04	4001	6.80%	1,007.54	1,842.48
IARB102001	12/2/2001	12/8/2001	4	Invoice Due Invoice Due	212,770.80		(00.054 67)	349,175,81	1001	0.80%	585.47	2,427.94
	12/8/2001	12/14/2001	8		212,770.80			561,946.61 774,717.41	4001	6.80%	3,140.74	5,568.69
	12/14/2001	12/14/2001	ő	Market Payment Market Payment			(52,993.76)	721,723,65	4001	0.80%	577.32	6,146.01
	12/14/2001	12/15/2001	1		1		(18,581 41)	703,142.24	4001	6.80%	1,075.66	7,221.67
ARB112001	12/15/2001	12/28/2001	11	Market Payment			(94,801.76)	703,142.24 600 245 40	4001	6.80%	0.00	7,221.67
	12/28/2001	12/31/2001	5	Invoice Due Market Payment	99,293.04		(84,001,70)	608,340.48	4001	6.80%	113.33	7,335.01
	12/31/2001	1/15/2002	15				(354,618.00)	707,633.52 353,015.52	4001	6.80%	1,450.16	8,785.17
	1/15/2002	1/23/2002	8	4th Quarter End		9,114.01	(304,618.00)	362,129.53	4Q01	6.80%	328.84	9,114.01
	1/23/2002	1/23/2002	ő	Market Payment			(97,339.68)	302,129.53	1002	5.84%	839.35	83P.35
	1/23/2002	1/30/2002	7	Merket Payment			(73,878 06)	264,789.87		5.64%	327.32	1,168.67
	1/30/2002	1/31/2002	1	Market Payment			(658.025.55)	190,011.81 -467,113.74	1002	5.64%	0.00	1,168.67
	1/31/2002	2/13/2002	13	Market Payment			(419,897.38)	*407,113.74	1Q02	5.64%	0.00	1,168.67
	2/13/2002	3/24/2002	39	Market Payment			142,825.71	-887,011.12	1Q02	5.64%	0.00	1,166.67
RB2001F	3/24/2002	3/31/2002	7	Market Payment			173,983.82	-744,186.41		5.64%	0.00	1,166.67
	3/31/2002	4/3/2002	3	Invoice Due	335,642.40		110,900,02	-570,221.59	1002	5.64%	0.00	1,166.67
	4/3/2002	6/30/2002	88	1st Ouerter End		1,168.67	1	-234,579.18	1Q02	5.84%	0.00	1,168.67
	6/30/2002	9/30/2002	92	Market Payment		1,100,07	359,124,00	-233,412,52	2002	4.78%	0.00	0.00
	9/30/2002	10/2/2002	2	2nd Quarter End		1,448.75	308,124,00	125,711.48	2002	4.78%	1,448.75	1,448.75
	10/2/2002	11/5/2002	34	3rd Quarter End		1,522.44	1	127,180.22	3Q02	4.75%	1,522.44	1,522.44
	11/5/2002	12/31/2002	56	Market Payment		.,	(5,208,34)	128,682.68	4Q02	4.75%	33.49	33.49
	12/31/2002	3/31/2003	90	Market Payment				123,474,32 122,733,09	1002	4.75%	546.33	579.82
	3/31/2003	6/19/2003	80	4th Quarter End		1,474.26	(741.23)	122,733,09 4	1002	4.75%	894.44	1,474.28
	6/19/2003	6/30/2003		1st Quarter End		1,414.94		124,207.35	Q03	4.62%	1,414.94	1,414.94
	6/30/2003	8/1/2003	11	Market Payment		1, 1, 1, 0, 1	100.004.403	125,622.30 2	E003	4.25%	1,170.18	1,170.18
	B/1/2003	9/30/2003	32 60	2nd Quarter End		1,293.06	(29,681 18)	95,941,12 2	Q03	4.25%	122.88	1,293,08
	9/30/2003	12/31/2003	92	**Market Interest Payment		1,22,00	(19,568.14)	97,234.18		4.25%	362,30	362.30
	12/31/2003	3/31/2004	91	3rd Quarter End		904.9D	(19,508,14)	77,668.04 3		4.25%	542.00	804.90
	3/31/2004	6/30/2004	91	4th Quarter End		808.03	1	78,570.94 4		4.07%	808.03	806.03
	6/30/2004	9/30/2004	92	1st Quarter End		791.59	11.61	70,376.97 1		4.00%	791.59	791.59
	9/30/2004	12/31/2004	92	2nd Quarter End		799.49		80,188.58 2	Q04	4.00%	789 48	799.49
	12/31/2004	3/31/2005	80	3rd Quarter End		616.34	1		Q04	4.00%	818.34	816.34
	3/31/2005	6/30/2005	91	4th Quarter End		869,92	1	81,784.39 4	Q04	4.22%	869.92	869,92
	6/30/2005	8/5/2005	36	1st Quarter End		968.07			Q05	4.75%	₽88.07	988.07
	8/5/2005	8/31/2005		2nd Quarter End		1,104.95	4	83,622.38 20		5,30%	1,104.96	1,104.98
	8/31/2005	9/30/2005		Market Payment		1,104.00	10 000 001		Q05	5.77%	482.18	482.18
	9/30/2005	12/31/2005	30	Market Payment			(6.307,92)			5.77%	322.31	804.40
	12/31/2005	3/31/2008		3rd Quarter End		1,154,42	(4.633.19)	73,788.23 30		5.77%	349.93	1,164,42
	3/31/2006	6/30/2008		4th Quarter End		1,176,79	1			6.23%	1,178.79	1,176.70
	6/30/2006	9/30/2006		1st Quarter End		1,272.52				8.78%	1,272.52	1,272.52
	9/30/20D6	12/31/2008		2nd Querter End		1,409.14		77,389.98 20		7.30%	1,409.14	1,400.14
	12/31/2008	3/31/2007		3rd Quarter End		1,536.63	- 1	78,709.10 30		7.74%	1,536.63	1,538,63
	3/31/2007	6/30/2007	80	th Quarter End		1,855.02		80,335.74 40		B.17%	1,655,02	1,655,02
	6/30/2007			1st Quarter End		1,687.89	The state of the s	81,990.75 10		8.25%	1,667.89	1,687.80
	9/30/2007	9/30/2007	92	2nd Quarter End		1,720.73	1	83,658.65 20		3.25%	1,720.73	1,720.73
	12/31/2007	12/31/2007		and Quarter End		1,775.42	16	85,379.38	07 4	3.25%	1,775.42	1,775.42
	3/31/2008	3/31/2008 6/30/2008		Ith Quarter End		1,812.34		87,154.80 40	107 8	3.25%	1,812.34	1,812.34
	6/30/200B			st Quarter End		1,721.23	1	68,967.15 10	08 7	7.76%	1,721.23	1,721.23
	9/30/2008	9/30/2008		nd Quarter End		1,530.70		90,688.38 20		3.77%	1,530.70	1,530.70
	12/31/2008	12/31/200B		ird Quarter End		1,231.95		92,219.08 3Q	0B 5		1,231.95	1,231,95
	3/31/200B	3/31/2009		th Quarter End		1,177.74		93,451.02 40	08 5		1,177.74	1,177.74
	4/36/2000	6/30/2009		at Quarter End		1,054.66	9	94,628.78 1Q	09 4	.52%	,054.66	1,054.66
	- SATERIES		2	nd Quarter End		863.56		95,683.42 20	09 3		863,56	663,56
		ration Company		The second second	1,398,496,40	003.00						203,00

Attachment B SRA Principal and Interest Summary

MMC Energy North America, LLC - Chula Vista volce# Start Date End Date #day: Charges 12/8/2001 12/9/2001 Interest Interest In the Payment to Escrow 12/9/2001 Market Payment due (recvd 1 Invoice Payment due (recvd 1 Invoice Payment due (recvd 1 Invoice Payment due (recvd 1 Market Payment 4th Quarter End Market Payment Market Payment Invoice Payment due (recvd 1 1 st Quarter End Market Payment Balanas Qtr CHULOR200interest Compounded 12/9/200 247,694.86 853,171.20 853,171.20 CHUL092001 CHUL102001 0.00 [34,095.81 213,599,25 4Q01 6.80% 12/9/2001 12/14/2001 12/28/2001 0.00 12/9/2001 4Q01 4Q01 4Q01 6.80% 12/9/2001 0.00 1,066,770.45 1,919,941.05 1,600,345.71 5 12 5 30 14 10 38 3 88 92 2 34 56 12/14/200 0.00 12/28/2001 12/28/2001 12/31/2001 1/30/2002 1,788.44 6,036.88 1.788.44 12/31/2001 (19 595,94) (2,843,904.00) 4Q01 4,248.44 0.00 0.00 0.00 6.80% 1/30/2002 6.80% 5.84% 5.84% 5.84% 5.84% 4.78% (943,658.29) 4Q01 (937,621.40) 1Q02 2/13/2002 5,036,88 6,036,88 2/23/2002 3/31/2002 4/3/2002 2/13/2002 (100,708.80) (185,920.67) 0.00 CHUL2001F 1.03B 22B 20 1002 (1,036,226,20) 1,002 (1,224,148,67) 1,002 (1,474,236,90) 1,002 (1,474,236,90) 2,002 70,481,81 2,002 71,273,81 3,002 72,127,18 4,002 64,014,97 4,002 64,788,60 1,003 65,528,65 2,003 55,044,46 2,003 0.00 0.00 0.00 0.00 0.00 812.03 853.33 2/23/2002 3/31/2002 4/3/2002 6/30/2002 (250,087,81) 0.00 1st Querter End Market Payment 2nd Quarter End 3rd Quarter End 0.00 0.00 6/30/2002 0.00 1,544,698.50 4.78% 4.76% 4.75% 4.75% 4.75% 4.75% 4.62% 812.03 853.33 18.77 10/2/2002 10/2/2002 11/5/2002 12/31/2002 3/31/2003 9/30/2002 812.03 10/2/2002 Market Payment
Market Payment
Market Payment
4th Quarter End
1st Quarter End
Market Payment
2nd Quarter End 18.77 307.11 773.63 739.06 610.39 11/5/2002 (6,950,78) 12/31/2002 3/31/2003 6/19/2003 6/30/2003 288.34 (1,151,43) 466.52 6/19/2003 773.63 738.06 738.06 610.39 64.10 188.98 4.25% 4.25% 4.25% 4.25% 8/1/2003 9/30/2003 12/31/2003 (15,482,19) 50.044.48 674.48 188.98 473.66 422.89 415.31 419.46 8/1/2003 674.48 3Q03 3Q03 4Q03 Market Interest Payment 9/30/2003 12/31/2003 3/31/2004 50,718.95 (0.970.00) 40,748.95 41,222.61 41,845.50 42,060.81 3rd Quarter Ford 3rd Quarter End 4th Quarter End 1st Quarter End 2nd Quarter End 3rd Quarter End 4th Quarter End 473.66 284.6B 3/31/2004 473.55 422.69 415.31 419.46 428.29 456.41 507.90 4.07% 4.00% 4.00% 4.00% 4.22% 4.75% 5.30% 5.77% 5.77% 6.23% 422.80 415.31 419.48 6/30/2004 1004 6/30/2004 9/30/2004 2004 12/31/2004 3/31/2005 6/30/2005 42,060.81 42,480.27 42,908.56 43,364.97 43,872.87 44,452.60 41,143.12 0/30/2004 3Q04 4Q04 1Q05 428.29 458.41 507.90 579.72 12/31/2004 428.29 456.41 12/31/2004 3/31/2005 6/30/2005 8/5/2005 8/31/2005 9/30/2005 4th Ouarier End 1st Quarier End 2nd Quarier End Market Payment Market Payment 3rd Quarier End 1st Quarier End 1st Quarier End 3rd Quarier End 3rd Quarier End 2nd Quarier End 3rd Quarier End 4th Quarier End 3rd Quarier End 507.90 8/5/2005 579.72 252.98 169.10 184.81 2Q05 3Q05 579.72 8/31/2005 9/30/2005 (3,309.48) (2,173.25) 252.98 422.08 3005 12/31/2005 3/31/2006 6/30/2008 9/30/2006 3Q05 4Q05 1Q08 38,969,87 422.08 606.00 803.30 865.18 806.90 803.39 865.18 804.74 752.10 38,969,87 39,391,95 39,998,84 40,802,23 41,867,41 42,472,15 12/31/2005 3/31/2006 6/30/2006 9/30/2006 12/31/2006 818.57 8.78% 7.30% 7.74% 8.17% 8.25% 8.25% 688.69 742.94 812.64 874.98 880.72 2Q08 12/31/2006 804.74 822.34 880.72 908.62 937.50 3006 9/31/2007 8/30/2007 9/30/2007 12/31/2007 4008 42,472.15 43,294.49 44,175.21 45,083.82 46,021.32 46,978.31 47,887.19 48,695.46 3/31/2007 822.34 1Q07 2Q07 3Q07 6/30/2007 9/30/2007 12/31/2007 3/31/2008 880.72 908.62 937.50 958.99 908.62 937.50 3/31/2008 6/30/2008 956.99 908.88 808.27 4Q07 8.25% 956.89 7.76% 6.77% 5.30% 5.00% 1008 9/30/2008 9/30/2008 12/31/2008 3/31/2009 6/30/2009 908.88 808.27 650.52 621.89 6/30/2008 9/30/2008 2008 3008 4008 1009 908.88 2nd Quarter End 3rd Quarter End 608.27 650.52 621.89 556.90 12/31/2008 3/31/2009 650.52 4th Quarter End 1st Quarter End 2nd Quarter End 49,345.98 49,967.88 50,524.78 821 RO 91 4.52% 30/2009 556,90 2009 458.00 456.00 1,703,949.46 26,602,98 (1,674,571.05) 25,377.80 Principle

MMC Construction of the

SCO102001	Start Date 12/26/2001	End Date 12/27/2001	#days	Market Payment	Charges	Interest	Payment to Escrow	Balance	Qtr	Interest Rate	FERC Interest	interest to be
300 102007	12/27/2001	12/31/2001	4	Invoice Payment due (recy'd 1	163,634.17		(309,120.00)	-309,120.0		6.80%	0.00	Compounded
	12/31/2001	1/31/2002	31	4th Quarter End	100,004,17			-145,485.8	3 1002	6.80%	0.00	0.00
CO2001F	1/31/2002	2/23/2002	23	Market Payment		0.00		-145,485.8		5.64%	0.00	0.00
3/ 6// 11 12/ 3// 6// 6// 12/ 3/3 6// 9// 9// 9// 9// 9// 9// 9// 9// 9//	2/23/2002	3/31/2002	36	Invoice Payment due (recvd 11	110,515.45		56,027.11	-87,458.72	1002	5.54%	0.00	0.00
	3/31/2002	8/30/2002	91	1st Querter End	1 10,015,45			23,058.73	1002	5.64%	128.28	0.00
	6/30/2002	9/30/2002	₽2	2nd Quarter End		128.26		23,184.96		4.78%		129.26
	9/30/2002	11/5/2002	36	3rd Quarter End		276.30	(8)	23,461,29	3002	4.75%	276.30	276.30
	11/5/2002	12/31/2002	56	Market Payment		280.89	V.	23,742.18	4002	4.75%	280,89	280,89
	12/31/2002	3/31/2003	80	4th Quarter End			(668.64)	23,073.54	4002	4.75%	111.23	111.23
	3/31/2003	6/19/2003	60	1st Quarter End		279.38		23,352,93	1002		169.15	279.38
	6/19/2003	6/30/2003	11	Market Payment		266.03	1	23,618.95		4.62%	266.03	266.03
	8/30/2003	8/1/2003	32	2nd Quarter End			(5,580.53)	18,038.43	2003	4.25%	220.01	220.01
	8/1/2003	9/30/2003	60	**Market Interest Payment		243.12	(0,000,00)	18,281.54		4.25%	23.10	243.12
	9/30/2003	12/31/2003	92	4th Quarter End			(1,503.39)	16,778.15	2000	4.25%	88.12	68.12
	12/31/2003	3/31/2004	91	1st Quarter End		185.33	(1,020.00)	16,963.49	1000	4.25%	117.22	185.33
	3/31/2004	6/30/2004	91	2nd Quarter End		174.02	1	17,137.51		4.07%	174.02	174.02
	8/30/2004	9/30/2004	92	3rd Quarter End		170.91	1	17,308.42		4.00%	170.91	170.91
	9/30/2004	12/31/2004	92	4th Quarter End		172.61	4	17,481.03	2004	4.00%	172.51	172.61
	12/31/2004	3/31/2005	90	1st Quarter End		176.25		17,857.27	3004	4.00%	178.26	176.25
	3/31/2005	6/30/2005	91	2nd Quarter End		187.82	1			4.22%	187.82	187.82
	6/30/2005	8/5/20D5	36	3rd Quarter Partiel		209.01		17,845.09	1005	4.75%	209.01	209.01
	8/5/2005	8/31/2005		Market Payment		238.50	- 1	18,054.10		5.30%	238.56	238.56
	B/31/2005	8/30/2005		Market Payment			(1,381,88)	18,292.65	3Q05	5.77%	104.10	104.10
	9/30/2005	12/31/2005		Markel Payment				16,930.78	3Q05	5.77%	69.59	173.69
	12/31/2005	3/31/2008		3rd Quarter End		249.41	(963.63)	15,989.95	3Q05	5.77%	75.72	249.41
	3/31/2008	6/30/2006		4th Quarter End		254.65	1	16,216.38	4005	8.23%	254.65	254.65
	6/30/2008	B/30/2008		1st Quarter End		275.38		16,471.01	1006	6.78%	275,36	275.36
	8/30/2006	12/31/200B		2nd Quarter End		304.78		16,746.37	2008	7.30%	304.78	304.78
	12/31/2008	3/31/2007		3rd Quarter End		332.65	- 1	17,051.15	3Q06	7.74%	332.65	332,65
	3/31/2007	8/30/2007		4th Quarter End		357.98		17,383.80	4Q06	8.17%	357.98	357.98
	6/30/2007	9/30/2007		1st Quarter End		360.91	IIII.	17,741.78		8.25%	360.91	360.91
	9/30/2007	12/31/2007		2nd Quarter End		372.35	1	18,102.70	2Q07	8.25%	372.35	372.35
	12/31/2007	3/31/2008		3rd Quarter End		384.18		18,475.04	3Q07	8.25%	384.18	384.18
	3/31/200B	8/30/2008		4th Quarter End		5,145.73	(4.7)	18,859.22		108,25%	5,145.73	5,145.73
	6/30/2008	9/30/200B		fet Quarter End		464.42		24,004.95	Q08	7.76%	464.42	464.42
	9/30/200B	12/31/200B		2nd Quarter End		413.01		24,489.37	1 80D	6.77%	413.01	413.01
	12/31/2008			ard Quarter End		332.40	1	24,882.38	IQ08	5.30%	332.40	332,40
	3/31/2009	3/31/2009		Ith Quarter End		317.78	1	25,214.78 4	Q0B	5.00%	317.78	317.78
	6/30/2009	6/30/2009		st Quarter End		284.57		25,532.55 1		4.52%	284.57	284.57
				Ind Quarter End		233.00		25,817.12 2	COD	3.82%	233.00	233.00

Principle

Total MMC Energy North America, LLC that are not being held in Escrow due to lack of Security.

CERTIFICATE OF SERVICE

I hereby certify that I have, this 20th day of April, 2009, served this Final Executed Revised Settlement Agreement in accordance with the requirements of Rule 2010 of the Commission's Rules of Practice and Procedure (18 C.F.R. § 385.2010).

Anna Pascuzzo

Anna Pascuzzo