

50-275/323

1 JAMES L. LOPES (No. 63678)  
WILLIAM J. LAFFERTY (No. 120814)  
2 HOWARD, RICE, NEMEROVSKI, CANADY,  
FALK & RABKIN  
3 A Professional Corporation  
Three Embarcadero Center, 7th Floor  
4 San Francisco, California 94111-4065  
Telephone: 415/434-1600  
5 Facsimile: 415/217-5910

6 Attorneys for Debtor and Debtor in Possession  
PACIFIC GAS AND ELECTRIC COMPANY  
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8 UNITED STATES BANKRUPTCY COURT  
9 NORTHERN DISTRICT OF CALIFORNIA  
10 SAN FRANCISCO DIVISION

11 In re  
12 PACIFIC GAS AND ELECTRIC  
COMPANY, a California corporation,  
13 Debtor.  
14 Federal I.D. No. 94-0742640

Case No. 01 30923 DM  
Chapter 11 Case  
Date: March 14, 2003  
Time: 1:30 p.m.  
Place: 235 Pine Street, 22nd Floor  
San Francisco, California

HOWARD  
RICE  
NEMEROVSKI  
CANADY  
FALK  
& RABKIN  
A Professional Corporation

16  
17  
18 DECLARATION OF DAVID C. LANDES IN SUPPORT OF  
DEBTOR'S MOTION FOR ORDER APPROVING  
19 AMENDMENT TO THE TERMINATION AGREEMENT  
20 BETWEEN EAST BAY MUNICIPAL UTILITY DISTRICT  
AND PACIFIC GAS AND ELECTRIC COMPANY  
21

22 I David C. Landes, declare as follows:

23 1. I am a Senior Power Contract Specialist in the Utility Electric Portfolio  
24 Management department at Pacific Gas & Electric Company, a position I have held since  
25 2000. I make this Declaration based upon my personal knowledge of PG&E's Termination  
26 Agreement with East Bay Municipal Utility District ("EBMUD") and upon my review of  
27 PG&E's records concerning the matters stated herein. If called as a witness, I could and  
28 would testify competently to the facts stated herein.

Pool Add: Kids Ojo Mail Center

1           2. PG&E and EBMUD entered into a Revised Contract for Purchase of Electric  
2 Power on or about February 10, 1981 ("1981 Contract"), which was amended by the First  
3 Amendment thereto, executed on or about December 4, 1986 ("1986 Amendment"). The  
4 1981 Contract and 1986 Amendment, together with any other amendment thereto are known  
5 as the Power Purchase Contract ("Power Purchase Contract" or "PPC").<sup>1</sup>

6           3. After various disagreements as to the interpretation of the PPC and the  
7 respective rights and obligations of PG&E and EBMUD thereunder, the Parties decided to  
8 terminate their agreement. On or about October 13, 1999, the Parties entered into a  
9 termination agreement (the "Termination Agreement"). A true and correct copy of the  
10 Termination Agreement is attached hereto as Exhibit A.

11           4. Pursuant to the Termination Agreement, EBMUD agreed to make monthly  
12 payments to PG&E until 2008 (the "Royalty Payments"). The Termination Agreement  
13 specified that the Royalty Payments were to be calculated based on the market price for  
14 power set by the PX, according to a detailed formula termed the base payment (the "Base  
15 Payment").

16           5. In its definition of PX, the Termination Agreement provided that in the event  
17 the California Power Exchange ceased operations, the term would then refer to "its  
18 successor. If there is no single successor, then that market for California electricity that  
19 most closely approximates the PX during the last full calendar year period that the PX  
20 operated." Termination Agreement at 1.5.

21           6. In April, 2000, the California Public Utilities Commission (the "CPUC")  
22 approved the Termination Agreement.

23           7. The PX ceased operations as of January, 2001. Since that time, the Parties  
24 have not been able to agree on which entity or market fits the definition of the Termination  
25 Agreement. The Parties have discussed the proper replacement of the PX price and the  
26 potential alternative of a lump-sum buyout by EBMUD but have been unable to agree on  
27

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28           <sup>1</sup>The Power Purchase Contract is not attached but will be made available to the Court upon request.

1 either.

2 8. Since January, 2001, EBMUD has made regular payments to PG&E based on  
3 different formulas, including payments based on the temporary fixed price approved for  
4 payment to Qualified Facilities in CPUC Decision 01-06-015 and an average of the energy  
5 price and weighted average cost of energy and capacity contained in the proposed bilateral  
6 power purchase agreement between Electric Generation LLC and Reorganized PG&E that is  
7 part of PG&E's Plan of Reorganization.

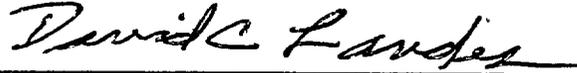
8 9. In an effort to resolve their disagreement, the Parties have negotiated an  
9 amendment to the Termination Agreement (the "New Amendment") that eliminates  
10 confusion by replacing the calculation of the Base Payment. In lieu of a formula dependent  
11 on the PX or other market price, the New Amendment provides that the Royalty Payments  
12 shall be based on EBMUD's actual sales revenues. New Amendment § 1. A true and  
13 correct copy of the New Amendment is attached hereto as Exhibit B.

14 10. The New Amendment also provides that no earlier than June 30, 2004, upon  
15 30 days notice, either Party may elect to return to the Base Payment formula set forth in the  
16 Termination Agreement using a "PX Substitute" for the remaining term. New Amendment §  
17 3.a. The term "PX Substitute" is defined in the New Amendment, along with an amended  
18 definition of PX. New Amendment §§ 3.b, 3.c.

19 11. The New Amendment also institutes certain protective measures for both  
20 PG&E and EBMUD, including audit rights. New Amendment § 2.b. Furthermore, the  
21 Parties have each agreed to waive and release any and all claims they may have against one  
22 another related to the Termination Agreement to the date the New Amendment was made.  
23 New Amendment § 4.

24 12. PG&E believes that the terms of the New Amendment are fair, equitable and  
25 in the best interests of the estate.  
26  
27  
28

1 I declare under penalty of perjury under the laws of the United States of America  
2 that the foregoing is true and correct. Executed this 27th of January, 2003 at San Francisco,  
3 California.

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5 David C. Landes  
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13 HOWARD  
14 RICE  
NEMEROVSKI  
CANADY  
FALK  
& RABKIN  
A Professional Corporation

**PACIFIC GAS AND ELECTRIC COMPANY**

**EXHIBIT 1**

**TERMINATION AGREEMENT**

Exhibit-1-1

**EXHIBIT A**

## TERMINATION AGREEMENT

THIS AGREEMENT is by and between East Bay Municipal Utility District ("District"), a California municipal utility district, and PACIFIC GAS AND ELECTRIC ("PG&E"), a California corporation. District and PG&E are sometimes referred to herein individually as "Party" and collectively as the "Parties".

### RECITALS

- A. District and PG&E are parties to a Revised Contract for Purchase of Electric Power made February 10, 1981 ("1981 Contract"), which was amended by the First Amendment thereto, executed as of December 4, 1986 ("1986 Amendment"). The 1981 Contract and 1986 Amendment together with any other amendment thereto are hereinafter collectively referred to as "Power Purchase Contract" or "PPC."
- B. Various disagreements have arisen between the Parties as to the interpretation of the PPC and the respective rights and obligations of the Parties thereunder.
- C. The Parties wish to resolve the disagreements that have arisen between them concerning the PPC.
- D. Contemporaneously with the execution of this Termination Agreement the Parties have executed a Bridging Agreement related to the PPC, and expect to execute a generation special facilities agreement and a generator interconnection agreement with respect to Pardee Powerhouse and Camanche Powerhouse.

### AGREEMENT

THEREFORE, in consideration of the mutual promises and obligations stated herein, the Parties intending to be legally bound, agree as follows:

## 1. DEFINITIONS

Whenever used in this Termination Agreement, the following terms shall have the following meanings:

- 1.1 CPUC: California Public Utilities Commission.
- 1.2 District: East Bay Municipal Utility District, a California municipal utility district and its successors. It shall also apply to assigns and subsequent owners or lessees of the Project.
- 1.3 ISO: California Independent System Operator or, if the ISO ceases operation, then its successor.
- 1.4 Project: Pardee Powerplant, including three turbine generators of approximately 10 MW each located at Pardee Dam and step-up transformers and associated equipment and Camanche Powerplant consisting of three turbine generators of approximately 4 MW each located at Camanche Dam and step-up transformers and associated equipment.
- 1.5 PX: California Power Exchange or, if the PX ceases operation, then its successor. If there is no single successor, then that market for California electricity that most closely approximates the PX during the last full calendar year period that the PX operated.
- 1.6 Reliability Must Run: A status given to electric generating units by the ISO. Reliability Must Run units owners enter into a contract with the ISO which provides for payments in addition to market payments to the plants for following dispatch instructions from the ISO.
- 1.7 Scheduling Coordinator: An entity certified by the ISO for the purposes of undertaking the functions specified in Section 2.2.6 of the ISO Tariff.

## 2. TERMINATION OF PPC

Upon full satisfaction of Paragraph 6, the PPC shall terminate effective 2400 hours on April 30, 2000, unless this Termination Agreement is terminated pursuant to Paragraph 9 prior to April 30, 2000. Unless the PPC terminates in accordance with this Termination Agreement, the PPC shall remain in full force and effect for the duration of the stated term of the PPC and the

Parties shall perform in accordance with the terms of the PPC, except to the extent suspended by the Bridging Agreement.

**3. COMPENSATION**

Effective immediately upon the termination of the PPC and continuing until December 31, 2008, the Parties shall make payments using the methodology described in Exhibit A hereto.

**4. RELEASE OF CLAIMS**

Effective immediately upon the termination of the PPC, District and PG&E each hereby waive and release any and all claims, demands, causes of action, losses, expenses, fees, damages (compensatory, punitive, exemplary, statutory or otherwise), or other right to relief, whether based on contract, tort, statute, or other legal or equitable theory of recovery which each had, now has, or may hereafter have against the other or any of its subsidiaries, affiliates, officers, directors, agents, employees, attorneys or shareholders, arising out of or related to the PPC. This mutual release of claims shall not apply to any action commenced to enforce this Termination Agreement, the Bridging Agreement or this mutual release.

District and PG&E each acknowledge that they execute and agree to this full and final release as a compromise of matters which may involve disputed issues of law and fact, and District and PG&E fully assume the risk that the facts and the law may be other than they believe. DISTRICT AND PG&E EACH EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES AS FOLLOWS:

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

SELLER AND PG&E, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVE ANY RIGHTS THEY MAY HAVE THEREUNDER, AS WELL AS

UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

**5. INDEMNIFICATION**

5.1 District shall defend, indemnify and hold harmless PG&E from and against any and all claims, demands, causes of action, losses, expenses, fees, damages (compensatory, punitive, exemplary, statutory or otherwise), or other right to relief, whether based on contract, tort, statute or other legal or equitable theory of recovery, incurred by, or demanded, claimed or adjudged against PG&E or any of its subsidiaries, affiliates, officers, directors, agents, employees or attorneys, arising out of or related to the PPC, resulting from acts or omissions of the District or any of its officers, directors, agents, employees or attorneys.

5.2 PG&E shall defend, indemnify and hold harmless District from and against any and all claims, demands, causes of action, losses, expenses, fees, damages (compensatory, punitive, exemplary, statutory or otherwise), or other right to relief, whether based on contract, tort, statute or other legal or equitable theory of recovery, incurred by, or demanded, claimed or adjudged against District or any of its officers, directors, agents, employees or attorneys, arising out of or related to the PPC, resulting from acts or omissions of PG&E or any of its subsidiaries, affiliates, officers, directors, agents, employees or attorneys.

**6. CONDITIONS PRECEDENT**

6.1 PG&E's promises and obligations under this Termination Agreement are conditioned in their entirety upon the CPUC issuing a decision or decisions with the following terms that becomes final, unconditional and unappealable (including exhaustion of all administrative and judicial appeals or remedies and time periods thereof): (a) approving in its entirety and without change to this Termination Agreement and (b) finding that the terms of this Termination Agreement are reasonable and adequately protect PG&E's ratepayers' interest and (c) on terms which sufficiently protect PG&E from harm or detriment, unless PG&E, in its sole

discretion, gives District written notice prior to April 30, 2000 that PG&E waives this condition precedent.

6.2 District's promises and obligations under this Termination Agreement are conditioned in their entirety upon the Parties executing agreements substantially on the terms and conditions and substantially in the form set forth at Exhibit C hereto, after their approval by the Federal Energy Regulatory Commission, to connect the Project to ISO controlled facilities. The Parties agree to make best efforts to execute such agreements prior to January 30, 2000.

## 7. REGULATORY PROCESSES

7.1 PG&E shall commence and diligently proceed to obtain CPUC approval of this Termination Agreement. The Parties shall cooperate fully in the process of seeking approval. The Parties agree to extend their best efforts to ensure the adoption of this Termination Agreement by the CPUC. No Party to this Termination Agreement will contest any aspect of this Termination Agreement in this proceeding or any other forum, by contact or communication, whether written or oral (including *ex parte* communications whether or not reportable under the Commission's Rules of Practice and Procedure) or in any manner before the CPUC or its staff.

7.2 PG&E shall commence and diligently proceed to obtain Federal Energy Regulatory Commission approval of the agreements set forth at Exhibit C substantially on the terms and conditions and substantially in the form set forth therein. The Parties shall cooperate fully in the process of seeking approval. The Parties agree to extend their best efforts to ensure said approval by the Federal Energy Regulatory Commission. No Party to this Termination Agreement will contest any aspect of the agreements set forth in Exhibit C in this proceeding or any other forum, by contact or communication, whether written or oral (including *ex parte* communications) or in any manner before the Federal Energy Regulatory Commission or its staff.

**8. REMOVAL OF CONDITIONS PRECEDENT**

8.1 If the CPUC issues a final order approving the Termination Agreement and if PG&E does not give notice of termination of this Termination Agreement pursuant to Paragraph 9 hereof, or if PG&E, in its sole discretion, gives District written notice prior to April 30, 2000 that PG&E waives the condition precedent set forth at Paragraph 6.1, then (i) neither Party may dispute or appeal the CPUC order; and (ii) provided that the condition precedent set forth at Paragraph 6.2 has been satisfied in accordance with Paragraph 8.2, then the Termination Agreement shall remain in full force and effect and the remaining obligations required under this Termination Agreement shall be performed.

8.2 If the Parties have executed agreements substantially on the terms and conditions and substantially in the form set forth at Exhibit C hereto, after their approval by the Federal Energy Regulatory Commission and prior to January 30, 2000 or if District, in its sole discretion gives PG&E written notice no later than fifteen (15) business days from January 30, 2000 that District waives the condition precedent set forth at Paragraph 6.2, then the condition precedent set forth in Paragraph 6.2 shall be satisfied.

**9. TERMINATION OF TERMINATION AGREEMENT**

9.1 If the CPUC does not approve this Termination Agreement by April 30, 2000, or PG&E concludes, in its sole discretion that the CPUC has not approved the Termination Agreement on terms which satisfy the conditions stated in Paragraph 6, then within fifteen (15) business days of the issuance of such order, PG&E may notify District in writing, that the CPUC order is not acceptable and this Termination Agreement shall terminate, unless District and PG&E mutually agree otherwise.

9.2 If the Parties have not executed agreements substantially on the terms and conditions and substantially in the form set forth at Exhibit C hereto, after their approval by the Federal Energy Regulatory Commission, prior to January 30, 2000, then within fifteen (15) business days of January 30, 2000, District may notify PG&E in writing that the special facilities

arrangements are not acceptable and this Termination Agreement shall terminate unless District and PG&E mutually agree otherwise.

9.3 Failure by either Party to give notices within the time periods and in the manner described in Paragraphs 9.1 and 9.2 shall constitute an irrevocable waiver of the respective conditions precedent.

## **10. PERIOD AFTER TERMINATION OF PPC**

10.1 Upon termination of the PPC, District, in its discretion, may sell and deliver power from the Project to any entity other than PG&E subject to the conditions below.

10.1.1 If such sales require use of PG&E's transmission system, District shall request transmission service through the ISO in accordance with the ISO's established tariffs; this Termination Agreement does not confer on District any right to schedule or transmit power over PG&E's or the ISO-controlled electric transmission/distribution system.

10.1.2 District shall act as its own Scheduling Coordinator or obtain such services from a third party; nothing in this Termination Agreement obligates PG&E to act as District's Scheduling Coordinator for making power sales pursuant to this Paragraph 10.

10.1.3 PG&E is relieved of all obligations PG&E may have under the PPC to purchase any of the electric output of the Project. In addition, PG&E is relieved from the date of this Termination Agreement until January 1, 2009, of all obligations PG&E may have under the Public Utility Regulatory Policies Act of 1978, as amended and all regulations issued thereunder, to purchase any of the electric output of the Project.

10.1.4 District shall be responsible for paying all charges associated with sales of power pursuant to this Paragraph 10.

## **11. NOTICES**

Any notice authorized or specified in this Termination Agreement shall be given in writing to the persons specified below, as appropriate:

- (1) District:  
Director of Operations and Maintenance  
East Bay Municipal Utility District  
375 Eleventh Street, P.O. Box 24055  
Oakland, California 94607-4240  
Facsimile: (510) 287-1956
  
- (2) PG&E:  
Manager -- Utility Electric Supply Portfolio Management  
Pacific Gas and Electric Company  
P.O. Box 770000 - Mail Code N12E  
San Francisco, California 94177  
Facsimile: (415) 973-2151

## **12. CONSTRUCTION OF THE AGREEMENT**

12.1 Whether or not the PPC terminates in accordance with this Termination Agreement, this Termination Agreement shall not be admissible against either Party as establishing any precedent under the PPC, or creating any admission or course of dealing, and shall not be used in any other way to construe the terms of the PPC.

12.2 This Termination Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, understandings and agreements between the Parties respecting the subject matter of this Termination Agreement, except the Bridging Agreement.

12.3 This Termination Agreement may be modified or amended only by a written instrument signed by the authorized representatives of both Parties.

12.4 Captions are included herein for ease of reference only; the captions are not intended to affect the meaning of the contents or scope of this Termination Agreement.

12.5 No provision of this Termination Agreement shall be interpreted for or against District or PG&E because District, PG&E, or their respective attorneys drafted the particular provision.

12.6 This Termination Agreement shall be construed and interpreted in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

12.7 No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have so waived or excused.

12.8 This Termination Agreement is entered into for the express benefit of District and PG&E and is not intended, and shall not be deemed, to create any rights or interests whatsoever in any other person, including without limitation, any right by any third party to enforce the terms of this Termination Agreement.

12.9 The Parties shall bear their own costs and attorneys' fees in connection with the negotiation, regulatory approvals preparation and implementation of this Termination Agreement.

### **13. DISPUTE RESOLUTION**

13.1 Except as provided in paragraphs 2, 3 and 4 of Exhibit A, any dispute of whatever nature that may arise out of or relate to the interpretation, performance, or breach of this Termination Agreement shall be resolved using the dispute resolution process described below.

13.1.1 The Parties shall first attempt to resolve the dispute through negotiations conducted in good faith by a representative of each Party. Upon written request of either Party to the other, the Parties shall within thirty (30) days of such request meet and negotiate the dispute. If the Parties cannot resolve the dispute through negotiation within sixty (60) days of the written request, then within the following twenty (20) days the Parties shall submit the matter to mediation as described in paragraph 13.1.2, below.

13.1.2 Mediation to resolve any dispute the Parties cannot resolve among themselves through negotiations shall be subject to California Evidence Code sections 1115-1128 or their successor statutes, and shall be conducted by a mutually acceptable mediator using the Commercial Mediation Rules of the American Arbitration Association (AAA) then in

effect. By referring to the AAA's Commercial Mediation Rules, the Parties do not intend to use AAA's administrative services. The mediation shall be conducted at a mutually agreeable site in California. The Parties shall cooperate in good faith to promptly schedule and attend the mediation and resolve the dispute. EBMUD and PG&E shall each respectively bear fifty (50) percent of the fees and expenses charged by the mediator and any court reporter whose services are used in connection with this paragraph; otherwise, each party shall bear its own expenses in regard to any mediation arising under this paragraph.

13.1.3 The dispute resolution process described above shall be undertaken in good faith. However, neither party waives its right to file an action to enforce its rights under this Termination Agreement. In the event that an applicable statute of limitations would expire during the pendency of the dispute resolution process described above, either party, in its sole discretion, can file an action to enforce its rights under this Termination Agreement without waiting for the conclusion of the dispute resolution process described above.

**14. NO ASSIGNMENT**

This Agreement may not be assigned to another party without the written agreement of the Parties.

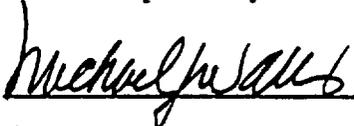
**15. EFFECTIVE DATE / SIGNATURES**

15.1 This Termination Agreement becomes effective on the date the last Party to sign below executes the agreement.

15.2 By signing this Termination Agreement below, the representatives of the Parties warrant that they have the requisite authority to bind their respective principals.

**EAST BAY MUNICIPAL UTILITY DISTRICT,  
a California municipal utility district**

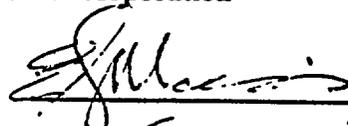
By:

  
\_\_\_\_\_

Name: MICHAEL J. WALLIS

**PACIFIC GAS AND ELECTRIC COMPANY,  
a California corporation**

By:

  
\_\_\_\_\_

Name: E. James Valencia

Title: DIRECTOR OTRM

Title: Sr. VP & G.M.

Date: 10/13/99

Date: 10/13/99

**APPROVED AS TO FORM  
BY PLWS 10/12/99  
GENERAL COUNSEL'S OFFICE**

**PACIFIC GAS AND ELECTRIC COMPANY**  
**EXHIBIT A**  
**TO**  
**EXHIBIT 1**  
**TERMINATION AGREEMENT**

**EXHIBIT A**  
**TO**  
**TERMINATION AGREEMENT**

1. **Base Payment**

(a) Commencing immediately upon the termination of the PPC and continuing each month until December 31, 2008 District shall make a Base Payment to PG&E. The amount of the Base Payment shall be determined in accordance with subparagraph 1(b) below. For purposes of computing the Base Payment: (i) "Σ" means "the sum of all the hourly calculations over an entire month," (ii) "\*" means "multiplied by," and (iii) "-" means "minus."

For purposes of computing the Base Payment, the following terms shall have the following meanings:

- CC**: \$4.00/MWh for the first 142 gigawatt hours ("GWH") per calendar year. Once the sum of GPCS + GPVV + GC exceeds 142 GWH, then CC will be zero.
- GC**: net generation of Camanche Powerhouse delivered to the Camanche 115 kv tap line on an hourly basis.
- GPCS**: net generation of Pardee Powerhouse delivered to the Valley Springs-Clay line on an hourly basis.
- GPVV**: net generation of Pardee Powerhouse delivered to the Valley Springs-Lockeford line on an hourly basis.
- GMMC**: Generation Meter Multiplier from Camanche Powerhouse on an hourly basis used for settlement purposes from Camanche's ISO settlement statement.
- GMMCS**: Generation Meter Multiplier for Pardee Powerhouse units delivered to the Valley Springs-Clay line on an hourly basis used for ISO settlement purposes from Pardee Powerhouse settlement statements.
- GMMVV**: Generator Meter Multiplier for Pardee Powerhouse delivered to the Valley Springs-Lockeford line on an hourly basis used for ISO settlement purposes from Pardee Powerhouse settlement statements.
- PXh**: PX price on an hourly basis. It will be from the day ahead market and the zone in which the powerhouse is located.

In the event the final data for a month is not available, EBMUD will make reasonable estimates of the amounts and make a preliminary payment to PG&E. A final payment to PG&E or a bill to PG&E will be sent to PG&E when all the data is finalized. The final payment or bill will be the net amount, the calculations with the final numbers minus the payment on the 25th.

If the calculations indicate a negative amount, a bill will be sent to PG&E which PG&E shall pay within thirty (30) days.

The Base Payment shall be computed by District for each month and paid to PG&E no later than 25 days after the end of each month. District shall include an explanation of the computation, including all input numbers, including without limitation thereto, CC, GC, GPCS, GPVV, GMMC, GMMCS, GMMVV, PXh, and SRAC. The Base Payment shall be accompanied by a monthly statement substantially in the form set forth at Exhibit B to this Termination Agreement.

District will maintain revenue quality meters at all points of delivery to the ISO. The computation of the Base Payment shall utilize those meter readings used for payments and billings between the ISO and District.

District shall retain all records used to compute the Base Payment including, without limitation thereto, meter readings, until December 31, 2009 and shall upon written request from PG&E make such records available for inspection by PG&E.

(b) Commencing 0001 hours, January 1, 2000 and continuing each month until 2400 hours, December 31, 2008, the District shall make the following Base Payment to PG&E:

1.  $\sum .355 * (GPCS + GPVV + GC) * PXh$
2. minus  $\sum CC * (GPCS + GPVV + GC)$
3. minus Four Thousand Nine Hundred and Seventy-Six Dollars (\$4,976)
4. minus  $\sum (1 - GMMCS) * GPCS * PXh$
5. minus  $\sum (1 - GMMVV) * GPVV * PXh$
6. minus  $\sum (1 - GMMC) * GC * PXh$

Payments, if any, made under the Bridging Agreement for the period from 0001 hours on January 1, 2000 through April 30, 2000, shall be credited against any amounts due under this Termination Agreement for that same period of time.

**2. Supplemental Payment for Transition Costs**

If the output of the Project, or any part thereof, is used to directly serve (i.e. without using PG&E's transmission or distribution system) customers which were retail customers of PG&E as of December 20, 1995, and if such service results in the loss of PG&E's ability to collect Competition Transition Charges (as discussed in CPUC Decision 95-12-053, modified by Decision 96-01-009), other non-bypassable charges, or PG&E distribution and transmission system costs that it would have otherwise collected but for such service by the Project, District shall pay PG&E for any of the losses described above caused by providing such service within thirty (30) days of being advised by PG&E of said losses. Upon the District's written request, utilizing the procedures set forth at Electric Preliminary Statement, section BB.4 and BB.5, tariffs on file with the CPUC, Original Cal. P.U.C. Sheets Nos. 14963-E, 14964-E, 14965-E, 14966-E, 14967-E, 14968-E and 14969-E, hereinafter collectively referred to as "CTC Tariff Procedures." PG&E will review any proposed power sale by the District utilizing the CTC Tariff Procedures, and any disputes related thereto shall be resolved in accordance with the CTC Tariff Procedures and not Paragraph 13 of this Termination Agreement.

**3. Supplemental Payment for Reliability Must Run Units**

District and PG&E agree that neither of them will apply for designation of the Project or any portion thereof as Reliability Must Run ("RMR") plants. In the event that the Project or any portion thereof is designated as an RMR facility during the term of this Termination Agreement, the Parties agree that any RMR-related revenues shall be allocated between the Parties as follows: a) District may retain an amount not to exceed the District's incremental costs directly related to the RMR designation; b) District shall pay to PG&E within fifteen (15) days of receipt by District all RMR-related revenues to the extent that RMR revenues exceed the amount

described at (a) within fifteen (15) days of designation of the Project or any portion thereof as an RMR facility. The Parties agree that they will promptly meet and negotiate in good faith an addendum to this Termination Agreement allocating between them the revenues resulting from such designation in accordance with this paragraph. To the extent that the Parties cannot agree upon such allocation within thirty (30) days of designation of the Project or any portion thereof as an RMR facility, then upon written notice by either Party to the other, the allocation of revenues shall be determined by binding arbitration. The arbitration shall be administered by a mutually acceptable single arbitrator who shall decide all matters in dispute (including any discovery disputes that may arise), and shall be completed as promptly as is practicable considering the issues. The Arbitrator shall conduct the arbitration pursuant to the AAA's Commercial Arbitration Rules then in effect. By referring to the AAA's Commercial Arbitration Rules, the Parties do not intend to use AAA's administrative services. The site of any arbitration shall be in California, and the Arbitrator shall apply the California Rules of Evidence and the substantive law of the state of California, and is not permitted to vary therefrom. Further, the Arbitrator shall render an award and a written opinion within four weeks of the conclusion of the arbitration hearing, setting forth in detail the legal and factual basis in support of the award. The District and PG&E shall each respectively bear fifty (50) percent of the fees and expenses charged by the arbitrator and any court reporter whose services are used in connection with this paragraph; otherwise, each Party shall bear its own expenses in regard to any arbitration arising under this paragraph. The dispute resolution provision of this paragraph shall prevail over Paragraph 13 as to the allocation of revenues resulting from designation of the Project or any portion thereof as a RMR facility.

**4. Payments Related to Capacity Additions**

If District makes Capacity Addition to either plant of the Project, and the Capacity Addition exceeds the amounts given below, then the Base Payment will be revised for the plant where the Capacity Addition was added.

(a) Capacity Addition

Capacity Additions could result from 1) additional generators being added at the project sites, 2) rebuilds, modifications, or upgrades to the existing generators resulting in increased capacity beyond that available from the existing units, or 3) modification and/or improvements to the inlet and outlet appurtenances or the reservoirs and/or the river course which yield increased capacity beyond that currently available.

(b) Capacity Additions 1 and 2

If the Capacity Addition results from 1) additional generators being added at the project sites, or 2) rebuilds, modifications, or upgrades to the existing generators resulting in increased capacity so that the output of the plant exceeds 31.8 MW at Pardee Powerhouse and/or 12.25 MW at Camanche Powerhouse as measured at the metering points, then the maximum value ("Maximum Value") of GPCS, GPVV, and/or GC will become:

<u>Time period</u>	<u>Maximum Value of GPCS, GPVV, and/or GC (MW)</u>
Pardee Powerhouse (sum of GPCS and GPVV)	
All Months	30.00
Camanche Powerhouse (GC)	
All Months	11.25

(c) Capacity Addition 3

If the Capacity Addition results from modification and/or improvements to the inlet and outlet appurtenances (for example new penstocks that would allow water to be drawn from different elevations) or the reservoirs and/or the river course which yield increased capacity so that the output of the plant exceeds 22.75 MW at Pardee Powerhouse in August and September

and/or 12.25 MW at Camanche Powerhouse as measured at the metering points, then the maximum value of GPCS, GPVV, and/or GC will become:

<u>Time period</u>	<u>Maximum Value of GPCS, GPVV, and/or GC (MW)</u>
<b>Pardee Powerhouse (sum of GPCS and GPVV)</b>	
October to June	30.00
July, if Pardee Reservoir spills in June, and Pardee inflow exceeds 46,000 acre feet in July	30.00
July, if above conditions not met	18.75
August and September	18.75
<b>Camanche Powerhouse (GC)</b>	
All Months	11.25

(d) Theoretical Output

The theoretical output will shift energy in hours where the output exceeds the Maximum Value to hours where the output is less than the Maximum Value. The amount shifted where the output exceeds the Maximum Value will be the actual output minus the Maximum Value. The amount that can be shifted into any individual hour is the Maximum Value minus the actual output. Energy will be shifted into hours that have the highest PX prices. The theoretical output shifting will be done over a month. It will only be done for plants that have a Capacity Addition.

Example 1:

If Pardee Powerhouse with Capacity Addition = 40 MW, and

Pardee Powerhouse Maximum Value = 30 MW, and

All hours output exceed 30.0 MW,

Then for purposes of the Maximum Value in paragraph 4(c) of this Exhibit A, GPCS and GPVV will be 30.0 MW in all hours of that month.

**Example 2:**

If Pardee Powerhouse with Capacity Addition = 40 MW, and

Pardee Powerhouse maximum value = 30.00 MW, and

Some hours output exceed 30.00 MW, and

Total output exceeds or equals maximum value (30.00 MW in this example) times hours in the month,

Then for purposes of the Maximum Value in paragraph 4(c) of this Exhibit A, GPCS and GPVV will be 30.0 MW in all hours of that month.

**Example 3:**

If Pardee Powerhouse with Capacity Addition = 40 MW, and

Pardee Powerhouse maximum value = 30.00 MW, and

Some hours output exceed 30.00 MW, and

Total output is less than maximum value (30.00 MW in this example) times hours in the month,

Then for purposes of the Maximum Value in paragraph 4(c) of this Exhibit A, hours in which the output exceed 30.00 MW will be reduced to 30.00 MW, hours with less than 30.00 MW will be increased to 30.00 MW, until all the MW's reduced equal the MW's increased; hours that are increased will be the hours with the highest PX prices available; the total kWh before and after the shifting for the month will remain the same.

**Example 4:**

If Pardee Powerhouse with Capacity Addition = 40 MW, and

Pardee Powerhouse maximum value = 30.00 MW, and

All hours output less than the Maximum value of (30.00 MW in this example),

Then no theoretical revisions needed.

(e) Additional Provisions

If District develops plans to make any Capacity Additions, it will promptly inform PG&E of its plans.

(f) The Parties agree that they will promptly meet and negotiate in good faith any disputes that may arise as to Payments Related to Capacity Additions. Upon written notice by either Party to the other disputes as to the proper implementation of this Paragraph 4 of Exhibit A shall be determined by binding arbitration. The arbitration shall be administered by a mutually acceptable single arbitrator who shall decide all matters in dispute (including any discovery disputes that may arise), and shall be completed as promptly as is practicable considering the issues. The Arbitrator shall conduct the arbitration pursuant to the AAA's Commercial Arbitration Rules then in effect. By referring to the AAA's Commercial Arbitration Rules, the Parties do not intend to use AAA's administrative services. The site of any arbitration shall be in California, and the Arbitrator shall apply the California Rules of Evidence and the substantive law of the state of California, and is not permitted to vary therefrom. Further, the Arbitrator shall render an award and a written opinion within four weeks of the conclusion of the arbitration hearing, setting forth in detail the legal and factual basis in support of the award. The District and PG&E shall each respectively bear fifty (50) percent of the fees and expenses charged by the arbitrator and any court reporter whose services are used in connection with this paragraph; otherwise, each Party shall bear its own expenses in regard to any arbitration arising under this paragraph. The dispute resolution provisions of this paragraph shall prevail over Paragraph 13 as to Payments Related to Capacity Additions.

**PACIFIC GAS AND ELECTRIC COMPANY**

**EXHIBIT B**

**TO**

**EXHIBIT 1**

**TERMINATION AGREEMENT**

**EXHIBIT B**  
**TO**  
**TERMINATION AGREEMENT**

**COMPUTATION OF MONTHLY BASE PAYMENT PURSUANT TO**  
**TERMINATION AGREEMENT BETWEEN EAST BAY MUNICIPAL**  
**UTILITY DISTRICT AND PACIFIC GAS AND ELECTRIC COMPANY**

**STATEMENT of PAYMENT**

TO  
PACIFIC GAS & ELECTRIC COMPANY

FROM  
EAST BAY MUNICIPAL UTILITY DISTRICT

As provided in the Termination Agreement between East Bay Municipal Utility District (EBMUD) and PG&E dated XX-XX-XXXX, the following payment is hereby made to PG&E for the month of

JULY 2000

**PAYMENT CALCULATION:**

<b>EBMUD's BASE PAYMENT TO PG&amp;E</b>	
@ 0.355	
TIMES GENERATION	
TIMES PX HOURLY PRICES	\$146,222.58
MINUS \$4.00/MWH TIMES GENERATION ( UP TO 142 GIGAWATT-HOURS PER CALENDAR YEAR)	-\$34,153.86
MINUS LUMP SUM	-\$4,976.00
<b><u>MINUS (1-GMM's) TIMES CORRESPONDING GENERATION</u></b>	
<b><u>TIMES PX HOURLY PRICES</u></b>	
GMMC	-\$3,465.62
GMMVV	-\$2,322.23
GMMCS	-\$1,437.32
<b><u>Supplemental Payments</u></b>	
TRANSITION COSTS	\$0.00
RELIABILITY MUST RUN UNITS	\$0.00

**TOTAL DUE PG&E                      \$101,867.55**

**PAYMENT DUE DATE:                      25-Aug-00**

**SUPPORTING DATA ATTACHED**

**NOTE:** The foregoing will be accompanied by hourly data from the PX, ISO, and other sources demonstrating all inputs and calculations used to derive the payment, substantially in the form below:

**CAPACITY PORTION of CONTRACT  
PACIFIC GAS & ELECTRIC COMPANY  
UTILITY ELECTRIC PORTFOLIO MANAGEMENT**

**CAPACITY PAYMENT BY MONTH:**

DATE	GPCS TOTAL KWH	GPV TOTAL KWH	GC TOTAL KWH	KWH TOTAL BY MONTH	RUNNING KWH TOTAL	KWH FOR CAPACITY CREDIT	CAPACITY @ 0.004
Jan-00	8,577,777	4,618,803	3,207,500	16,404,080	16,404,080	16,404,080	\$65,616.32
Feb-00	14,175,681	7,633,059	5,954,500	27,763,240	44,167,320	27,763,240	\$111,052.96
Mar-00	11,627,777	6,261,111	3,566,666	21,455,554	65,622,874	21,455,554	\$85,822.22
Apr-00	10,192,700	5,487,300	4,125,660	19,805,660	85,428,534	19,805,660	\$79,222.64
May-00	11,050,000	5,950,000	3,333,000	20,333,000	105,761,534	20,333,000	\$81,332.00
Jun-00	13,000,000	7,000,000	7,700,000	27,700,000	133,461,534	27,700,000	\$110,800.00
Jul-00	7,000,722	3,594,984	4,808,475	15,404,181	148,865,715	8,538,466	\$34,153.86
Aug-00	0	0	0	0	0	0	\$0.00
Sep-00	0	0	0	0	0	0	\$0.00
Oct-00	0	0	0	0	0	0	\$0.00
Nov-00	0	0	0	0	0	0	\$0.00
Dec-00	0	0	0	0	0	0	\$0.00
<b>TOTALS</b>	<b>75,624,657</b>	<b>40,545,257</b>	<b>32,695,801</b>	<b>148,865,715</b>		<b>142,000,000</b>	<b>\$568,000.00</b>

EXHIBIT B  
Termination Agreement

Month of Jul-00

DAYS IN MONTH 31  
HOURS IN MONTH 744

CAMANCHE POWER HOUSE		
METER	UNITS 1, 2 & 3	GC

DATA FROM ISO AND PX

CALCULATIONS

Exhibit-1-26

HOUR	NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
1	07/01/2000	12,600	4,971	10,122	0.02179	0.968	0.967	0.989	
2	07/01/2000	9,720	4,974	10,059	0.0205	0.975	0.965	0.989	
3	07/01/2000	7,704	4,974	10,332	0.02066	0.951	0.958	0.989	
4	07/01/2000	9,558	4,974	9,744	0.02479	0.976	0.979	0.989	
5	07/01/2000	10,944	4,974	10,416	0.0288	0.984	0.988	0.989	
6	07/01/2000	11,538	4,974	10,899	0.02914	0.999	0.996	0.989	
7	07/01/2000	10,890	4,974	11,949	0.02915	0.976	0.966	0.989	
8	07/01/2000	12,726	4,974	11,907	0.02916	0.967	0.964	0.989	
9	07/01/2000	12,618	4,974	11,676	0.02988	0.987	0.981	0.989	
10	07/01/2000	11,376	4,974	11,739	0.03005	0.968	0.978	0.989	
11	07/01/2000	8,946	4,974	10,878	0.03019	0.978	0.973	0.989	
12	07/01/2000	8,046	4,974	9,702	0.03075	0.987	0.975	0.989	
13	07/01/2000	7,722	4,974	9,072	0.03158	0.997	0.991	0.989	
14	07/01/2000	9,882	4,974	8,484	0.03249	0.988	0.98	0.989	
15	07/01/2000	12,366	4,974	7,602	0.03308	0.987	0.977	0.989	
16	07/01/2000	11,916	4,977	8,652	0.03175	0.986	0.956	0.989	
17	07/01/2000	12,042	4,971	10,185	0.03045	0.978	0.974	0.989	
18	07/01/2000	10,440	4,977	10,290	0.02989	0.988	0.981	0.989	
19	07/01/2000	10,224	4,974	9,618	0.02679	0.989	0.985	0.989	
20	07/01/2000	8,820	4,971	9,450	0.02578	0.979	0.97	0.989	
21	07/01/2000	7,290	4,971	9,135	0.02179	0.985	0.981	0.989	
22	07/01/2000	8,082	4,971	8,505	0.02008	0.989	0.979	0.989	
23	07/01/2000	9,684	4,971	9,114	0.01999	0.978	0.975	0.989	

0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
\$214.22	\$8.79	\$3.57	\$2.43
\$180.14	\$4.98	\$3.57	\$2.27
\$168.78	\$7.80	\$4.32	\$2.35
\$213.64	\$5.69	\$2.59	\$2.66
\$269.24	\$5.04	\$1.72	\$3.30
\$283.56	\$0.34	\$0.58	\$3.49
\$287.82	\$7.62	\$4.93	\$3.83
\$306.49	\$12.25	\$5.22	\$3.82
\$310.46	\$4.90	\$2.82	\$3.84
\$299.65	\$10.94	\$3.29	\$3.88
\$265.77	\$5.94	\$4.05	\$3.61
\$248.04	\$3.22	\$3.82	\$3.28
\$244.04	\$0.73	\$1.41	\$3.15
\$269.20	\$3.85	\$3.23	\$3.03
\$292.90	\$5.32	\$3.78	\$2.77
\$287.92	\$5.30	\$6.95	\$3.02
\$294.00	\$8.07	\$3.94	\$3.41
\$272.78	\$3.74	\$2.83	\$3.38
\$236.01	\$3.01	\$2.00	\$2.83
\$212.70	\$4.77	\$3.84	\$2.68
\$165.51	\$2.38	\$2.06	\$2.19
\$153.67	\$1.79	\$2.10	\$1.88
\$168.68	\$4.26	\$2.48	\$2.00

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/01/2000	13,086	4,971	11,529	0.01987	0.987	0.981	0.989	\$208.70	\$3.38	\$1.88	\$2.52
1	07/02/2000	13,806	4,968	10,269	0.02179	0.968	0.967	0.989	\$224.66	\$9.63	\$3.57	\$2.46
2	07/02/2000	13,212	4,968	10,248	0.0205	0.975	0.965	0.989	\$206.88	\$6.77	\$3.56	\$2.31
3	07/02/2000	14,616	4,971	10,290	0.02066	0.951	0.958	0.989	\$219.13	\$14.80	\$4.31	\$2.34
4	07/02/2000	14,004	4,968	10,584	0.02479	0.976	0.979	0.989	\$260.11	\$8.33	\$2.59	\$2.89
5	07/02/2000	14,040	4,971	10,878	0.0288	0.984	0.988	0.989	\$305.59	\$6.47	\$1.72	\$3.45
6	07/02/2000	16,398	4,968	11,592	0.02914	0.999	0.996	0.989	\$340.94	\$0.48	\$0.58	\$3.72
7	07/02/2000	17,226	4,968	12,285	0.02915	0.976	0.966	0.989	\$356.80	\$12.05	\$4.92	\$3.94
8	07/02/2000	16,992	4,968	12,474	0.02916	0.967	0.964	0.989	\$356.45	\$16.35	\$5.22	\$4.00
9	07/02/2000	17,082	4,968	13,041	0.02988	0.987	0.981	0.989	\$372.22	\$6.64	\$2.82	\$4.29
10	07/02/2000	18,252	4,968	12,999	0.03005	0.968	0.978	0.989	\$386.38	\$17.55	\$3.28	\$4.30
11	07/02/2000	18,936	4,971	12,663	0.03019	0.978	0.973	0.989	\$391.94	\$12.58	\$4.05	\$4.21
12	07/02/2000	18,972	4,968	11,571	0.03075	0.987	0.975	0.989	\$387.65	\$7.58	\$3.82	\$3.91
13	07/02/2000	18,630	4,971	12,264	0.03158	0.997	0.991	0.989	\$402.08	\$1.77	\$1.41	\$4.26
14	07/02/2000	18,612	4,974	11,886	0.03249	0.988	0.98	0.989	\$409.13	\$7.26	\$3.23	\$4.25
15	07/02/2000	18,468	4,971	12,558	0.03308	0.987	0.977	0.989	\$422.73	\$7.94	\$3.78	\$4.57
16	07/02/2000	18,324	4,974	13,671	0.03175	0.986	0.956	0.989	\$416.69	\$8.15	\$6.95	\$4.77
17	07/02/2000	18,144	4,971	13,293	0.03045	0.978	0.974	0.989	\$393.56	\$12.15	\$3.94	\$4.45
18	07/02/2000	18,036	4,974	13,503	0.02989	0.988	0.981	0.989	\$387.44	\$6.47	\$2.82	\$4.44
19	07/02/2000	18,198	4,971	14,301	0.02679	0.989	0.985	0.989	\$356.36	\$5.36	\$2.00	\$4.21
20	07/02/2000	18,180	4,971	14,511	0.02578	0.979	0.97	0.989	\$344.68	\$9.84	\$3.84	\$4.12
21	07/02/2000	17,946	4,971	14,721	0.02179	0.985	0.981	0.989	\$291.15	\$5.87	\$2.06	\$3.53
22	07/02/2000	18,162	4,971	14,469	0.02008	0.989	0.979	0.989	\$268.04	\$4.01	\$2.10	\$3.20
23	07/02/2000	18,162	4,974	14,616	0.01999	0.978	0.975	0.989	\$267.91	\$7.99	\$2.49	\$3.21
24	07/02/2000	18,198	4,974	14,784	0.01987	0.987	0.981	0.989	\$267.74	\$4.70	\$1.88	\$3.23
1	07/03/2000	18,216	4,977	14,238	0.02179	0.968	0.967	0.989	\$289.55	\$12.70	\$3.58	\$3.41
2	07/03/2000	18,162	4,977	14,070	0.0205	0.975	0.965	0.989	\$270.79	\$9.31	\$3.57	\$3.17
3	07/03/2000	18,018	4,974	14,322	0.02066	0.951	0.958	0.989	\$273.67	\$18.24	\$4.32	\$3.25
4	07/03/2000	18,126	4,977	14,595	0.02479	0.976	0.979	0.989	\$331.76	\$10.78	\$2.59	\$3.98
5	07/03/2000	17,802	4,977	14,448	0.0288	0.984	0.988	0.989	\$380.61	\$8.20	\$1.72	\$4.58
6	07/03/2000	18,666	4,977	14,553	0.02914	0.999	0.996	0.989	\$395.13	\$0.54	\$0.58	\$4.66
7	07/03/2000	18,342	4,977	14,532	0.02915	0.976	0.966	0.989	\$391.69	\$12.83	\$4.93	\$4.66

Exhibit-1-27

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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8	07/03/2000	18,126	4,980	14,574	0.02916	0.967	0.964	0.989	\$390.06	\$17.44	\$5.23	\$4.67
9	07/03/2000	18,054	4,977	14,511	0.02988	0.987	0.981	0.989	\$398.22	\$7.01	\$2.83	\$4.77
10	07/03/2000	18,000	4,977	14,133	0.03005	0.968	0.978	0.989	\$395.88	\$17.31	\$3.29	\$4.67
11	07/03/2000	18,108	4,980	13,692	0.03019	0.978	0.973	0.989	\$394.19	\$12.03	\$4.06	\$4.55
12	07/03/2000	18,126	4,977	14,049	0.03075	0.987	0.975	0.989	\$405.56	\$7.25	\$3.83	\$4.75
13	07/03/2000	17,856	4,977	13,482	0.03158	0.997	0.991	0.989	\$407.12	\$1.69	\$1.41	\$4.68
14	07/03/2000	17,244	4,980	12,810	0.03249	0.988	0.98	0.989	\$404.08	\$6.72	\$3.24	\$4.58
15	07/03/2000	16,866	4,977	12,075	0.03308	0.987	0.977	0.989	\$398.31	\$7.25	\$3.79	\$4.39
16	07/03/2000	16,974	4,980	10,752	0.03175	0.986	0.956	0.989	\$368.64	\$7.54	\$6.96	\$3.76
17	07/03/2000	16,524	4,977	11,781	0.03045	0.978	0.974	0.989	\$359.77	\$11.07	\$3.94	\$3.95
18	07/03/2000	15,318	4,977	12,096	0.02989	0.988	0.981	0.989	\$343.70	\$5.49	\$2.83	\$3.98
19	07/03/2000	12,492	4,557	11,802	0.02679	0.989	0.985	0.989	\$274.39	\$3.68	\$1.83	\$3.48
20	07/03/2000	11,898	4,068	9,723	0.02573	0.979	0.97	0.989	\$235.10	\$6.44	\$3.15	\$2.76
21	07/03/2000	12,798	4,071	7,413	0.02179	0.985	0.981	0.989	\$187.83	\$4.18	\$1.69	\$1.78
22	07/03/2000	12,492	4,071	7,287	0.02008	0.989	0.979	0.989	\$170.01	\$2.76	\$1.72	\$1.61
23	07/03/2000	12,420	4,902	8,988	0.01999	0.978	0.975	0.989	\$186.71	\$5.46	\$2.45	\$1.98
24	07/03/2000	8,460	4,983	9,408	0.01987	0.987	0.981	0.989	\$161.19	\$2.19	\$1.88	\$2.06
1	07/04/2000	7,524	4,983	10,626	0.02179	0.968	0.967	0.989	\$178.94	\$5.25	\$3.58	\$2.55
2	07/04/2000	8,838	4,983	7,875	0.0205	0.975	0.965	0.989	\$157.89	\$4.53	\$3.58	\$1.78
3	07/04/2000	8,208	4,983	7,497	0.02066	0.951	0.958	0.989	\$151.73	\$8.31	\$4.32	\$1.70
4	07/04/2000	5,058	4,980	7,917	0.02479	0.976	0.979	0.989	\$158.01	\$3.01	\$2.59	\$2.16
5	07/04/2000	6,336	4,983	8,505	0.0288	0.984	0.988	0.989	\$202.68	\$2.92	\$1.72	\$2.69
6	07/04/2000	9,738	4,983	7,791	0.02914	0.999	0.996	0.989	\$232.88	\$0.28	\$0.58	\$2.50
7	07/04/2000	13,194	4,983	6,363	0.02915	0.976	0.966	0.989	\$253.95	\$9.23	\$4.94	\$2.04
8	07/04/2000	10,314	4,983	6,510	0.02916	0.967	0.964	0.989	\$225.74	\$9.92	\$5.23	\$2.09
9	07/04/2000	10,368	4,980	7,686	0.02988	0.987	0.981	0.989	\$244.33	\$4.03	\$2.83	\$2.53
10	07/04/2000	10,278	4,983	7,098	0.03005	0.968	0.978	0.989	\$238.52	\$9.88	\$3.29	\$2.35
11	07/04/2000	9,342	4,983	7,182	0.03019	0.978	0.973	0.989	\$230.50	\$6.20	\$4.06	\$2.39
12	07/04/2000	7,434	4,980	6,258	0.03075	0.987	0.975	0.989	\$203.83	\$2.97	\$3.83	\$2.12
13	07/04/2000	5,562	4,983	5,019	0.03158	0.997	0.991	0.989	\$174.49	\$0.53	\$1.42	\$1.74
14	07/04/2000	3,960	4,983	3,045	0.03249	0.988	0.98	0.989	\$138.27	\$1.54	\$3.24	\$1.09
15	07/04/2000	4,752	4,980	4,473	0.03308	0.987	0.977	0.989	\$166.81	\$2.04	\$3.79	\$1.63

Exhibit-1-28

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
16	07/04/2000	3,726	4,980	5,250	0.03175	0.986	0.956	0.989
17	07/04/2000	6,984	4,983	3,486	0.03045	0.978	0.974	0.989
18	07/04/2000	10,980	4,983	2,478	0.02989	0.988	0.981	0.989
19	07/04/2000	10,980	4,980	4,179	0.02679	0.989	0.985	0.989
20	07/04/2000	10,584	4,980	4,179	0.02578	0.979	0.97	0.989
21	07/04/2000	11,304	4,983	4,977	0.02179	0.985	0.981	0.989
22	07/04/2000	11,970	4,980	5,901	0.02008	0.989	0.979	0.989
23	07/04/2000	14,238	4,980	7,875	0.01999	0.978	0.975	0.989
24	07/04/2000	10,386	4,983	6,909	0.01987	0.987	0.981	0.989
1	07/05/2000	6,606	4,980	7,392	0.02179	0.968	0.967	0.989
2	07/05/2000	8,352	4,983	8,799	0.0205	0.975	0.965	0.989
3	07/05/2000	5,724	4,983	7,896	0.02066	0.951	0.958	0.989
4	07/05/2000	4,266	4,980	8,295	0.02479	0.976	0.979	0.989
5	07/05/2000	4,122	4,980	8,652	0.0288	0.984	0.988	0.989
6	07/05/2000	8,100	4,983	8,967	0.02914	0.999	0.996	0.989
7	07/05/2000	5,004	4,983	9,303	0.02915	0.976	0.966	0.989
8	07/05/2000	900	4,983	9,114	0.02916	0.967	0.964	0.989
9	07/05/2000	2,052	4,983	9,807	0.02988	0.987	0.981	0.989
10	07/05/2000	6,876	4,983	9,303	0.03005	0.968	0.978	0.989
11	07/05/2000	15,408	4,983	5,649	0.03019	0.978	0.973	0.989
12	07/05/2000	15,876	4,983	5,355	0.03075	0.987	0.975	0.989
13	07/05/2000	15,516	4,983	8,883	0.03158	0.997	0.991	0.989
14	07/05/2000	10,530	4,983	13,335	0.03249	0.988	0.98	0.989
15	07/05/2000	3,276	4,983	12,936	0.03308	0.987	0.977	0.989
16	07/05/2000	7,308	4,983	9,534	0.03175	0.986	0.956	0.989
17	07/05/2000	17,658	4,983	10,080	0.03045	0.978	0.974	0.989
18	07/05/2000	19,116	4,983	9,345	0.02989	0.988	0.981	0.989
19	07/05/2000	15,498	4,980	6,300	0.02679	0.989	0.985	0.989
20	07/05/2000	12,420	4,983	6,741	0.02578	0.979	0.97	0.989
21	07/05/2000	15,696	4,980	6,090	0.02179	0.985	0.981	0.989
22	07/05/2000	12,726	4,983	9,912	0.02008	0.989	0.979	0.989
23	07/05/2000	8,982	4,980	8,022	0.01999	0.978	0.975	0.989

0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
\$157.30	\$1.66	\$6.96	\$1.83
\$167.04	\$4.68	\$3.95	\$1.17
\$195.68	\$3.94	\$2.83	\$0.81
\$191.53	\$3.24	\$2.00	\$1.23
\$180.69	\$5.73	\$3.85	\$1.19
\$164.49	\$3.69	\$2.06	\$1.19
\$162.89	\$2.64	\$2.10	\$1.30
\$192.26	\$6.26	\$2.49	\$1.73
\$157.15	\$2.68	\$1.88	\$1.51
\$146.80	\$4.61	\$3.58	\$1.77
\$161.08	\$4.28	\$3.58	\$1.98
\$136.44	\$5.79	\$4.32	\$1.79
\$154.37	\$2.54	\$2.59	\$2.26
\$181.52	\$1.90	\$1.72	\$2.74
\$228.10	\$0.24	\$0.58	\$2.87
\$199.62	\$3.50	\$4.94	\$2.98
\$155.25	\$0.87	\$5.23	\$2.92
\$178.65	\$0.80	\$2.83	\$3.22
\$225.75	\$6.61	\$3.29	\$3.08
\$279.08	\$10.23	\$4.06	\$1.88
\$286.16	\$6.35	\$3.83	\$1.81
\$329.40	\$1.47	\$1.42	\$3.09
\$332.73	\$4.11	\$3.24	\$4.77
\$248.90	\$1.41	\$3.79	\$4.71
\$246.00	\$3.25	\$6.96	\$3.33
\$353.71	\$11.83	\$3.95	\$3.38
\$354.87	\$6.86	\$2.83	\$3.07
\$254.67	\$4.57	\$2.00	\$1.86
\$220.96	\$6.72	\$3.85	\$1.91
\$207.05	\$5.13	\$2.06	\$1.46
\$196.89	\$2.81	\$2.10	\$2.19
\$156.01	\$3.95	\$2.49	\$1.76

Exhibit-1-29

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/05/2000	7,074	4,983	5,481	0.01987	0.987	0.981	0.989	\$123.71	\$1.83	\$1.88	\$1.20
1	07/06/2000	7,974	4,980	5,670	0.02179	0.968	0.967	0.989	\$144.07	\$5.56	\$3.58	\$1.36
2	07/06/2000	8,748	4,980	4,578	0.0205	0.975	0.965	0.989	\$133.22	\$4.48	\$3.57	\$1.03
3	07/06/2000	9,918	4,785	6,825	0.02066	0.951	0.958	0.989	\$157.89	\$10.04	\$4.15	\$1.55
4	07/06/2000	12,258	4,122	7,245	0.02479	0.976	0.979	0.989	\$207.91	\$7.29	\$2.15	\$1.98
5	07/06/2000	15,426	1,899	6,027	0.0288	0.984	0.988	0.989	\$238.75	\$7.11	\$0.66	\$1.91
6	07/06/2000	14,472	0	7,896	0.02914	0.999	0.996	0.989	\$231.39	\$0.42	\$0.00	\$2.53
7	07/06/2000	13,842	3,822	9,156	0.02915	0.976	0.966	0.989	\$277.54	\$9.68	\$3.79	\$2.94
8	07/06/2000	15,354	4,677	9,828	0.02916	0.967	0.964	0.989	\$309.09	\$14.77	\$4.91	\$3.15
9	07/06/2000	14,544	4,809	9,534	0.02988	0.987	0.981	0.989	\$306.42	\$5.65	\$2.73	\$3.13
10	07/06/2000	15,408	4,929	9,786	0.03005	0.968	0.978	0.989	\$321.34	\$14.82	\$3.26	\$3.23
11	07/06/2000	18,468	3,642	6,636	0.03019	0.978	0.973	0.989	\$308.08	\$12.27	\$2.97	\$2.20
12	07/06/2000	20,538	2,451	5,313	0.03075	0.987	0.975	0.989	\$308.95	\$8.21	\$1.88	\$1.80
13	07/06/2000	18,036	2,454	8,631	0.03158	0.997	0.991	0.989	\$326.47	\$1.71	\$0.70	\$3.00
14	07/06/2000	20,052	2,451	5,439	0.03249	0.988	0.98	0.989	\$322.28	\$7.82	\$1.59	\$1.94
15	07/06/2000	19,080	4,113	5,544	0.03308	0.987	0.977	0.989	\$337.47	\$8.21	\$3.13	\$2.02
16	07/06/2000	20,016	4,842	4,746	0.03175	0.986	0.956	0.989	\$333.67	\$8.90	\$6.76	\$1.66
17	07/06/2000	17,190	4,893	5,376	0.03045	0.978	0.974	0.989	\$296.82	\$11.52	\$3.87	\$1.80
18	07/06/2000	17,730	4,932	3,654	0.02989	0.988	0.981	0.989	\$279.24	\$6.36	\$2.80	\$1.20
19	07/06/2000	16,992	4,959	8,862	0.02679	0.989	0.985	0.989	\$293.05	\$5.01	\$1.99	\$2.61
20	07/06/2000	17,622	4,962	8,358	0.02578	0.979	0.97	0.989	\$283.18	\$9.54	\$3.84	\$2.37
21	07/06/2000	17,478	4,971	8,589	0.02179	0.985	0.981	0.989	\$240.09	\$5.71	\$2.06	\$2.06
22	07/06/2000	14,454	4,971	7,896	0.02008	0.989	0.979	0.989	\$194.76	\$3.19	\$2.10	\$1.74
23	07/06/2000	16,254	4,971	6,636	0.01999	0.978	0.975	0.989	\$197.71	\$7.15	\$2.48	\$1.46
24	07/06/2000	16,002	4,971	6,846	0.01987	0.987	0.981	0.989	\$196.23	\$4.13	\$1.88	\$1.50
1	07/07/2000	16,254	4,974	6,783	0.02179	0.968	0.967	0.989	\$216.68	\$11.33	\$3.58	\$1.63
2	07/07/2000	16,362	4,974	5,901	0.0205	0.975	0.965	0.989	\$198.22	\$8.39	\$3.57	\$1.33
3	07/07/2000	16,398	4,974	5,985	0.02066	0.951	0.958	0.989	\$200.64	\$16.60	\$4.32	\$1.36
4	07/07/2000	17,118	4,974	6,657	0.02479	0.976	0.979	0.989	\$253.00	\$10.18	\$2.59	\$1.82
5	07/07/2000	18,180	4,974	7,035	0.0288	0.984	0.988	0.989	\$308.65	\$8.38	\$1.72	\$2.23
6	07/07/2000	17,208	4,971	6,573	0.02914	0.999	0.996	0.989	\$297.43	\$0.50	\$0.58	\$2.11
7	07/07/2000	15,948	4,974	5,985	0.02915	0.976	0.966	0.989	\$278.44	\$11.16	\$4.93	\$1.92

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX *	GMMCS GMM	GMMVV GMM	GMMC GMM
Hourly Price	LOSSES	LOSSES	LOSSES

8	07/07/2000	14,436	4,971	6,342	0.02916	0.967	0.964	0.989	\$266.55	\$13.89	\$5.22	\$2.03
9	07/07/2000	12,942	4,974	6,090	0.02988	0.987	0.981	0.989	\$254.64	\$5.03	\$2.82	\$2.00
10	07/07/2000	12,384	4,974	5,964	0.03005	0.968	0.978	0.989	\$248.79	\$11.91	\$3.29	\$1.97
11	07/07/2000	9,036	4,977	5,376	0.03019	0.978	0.973	0.989	\$207.80	\$6.00	\$4.06	\$1.79
12	07/07/2000	7,164	4,977	5,418	0.03075	0.987	0.975	0.989	\$191.68	\$2.86	\$3.83	\$1.83
13	07/07/2000	7,758	4,977	4,998	0.03158	0.997	0.991	0.989	\$198.80	\$0.73	\$1.41	\$1.74
14	07/07/2000	8,496	4,977	5,565	0.03249	0.988	0.98	0.989	\$219.58	\$3.31	\$3.23	\$1.99
15	07/07/2000	7,380	4,974	5,250	0.03308	0.987	0.977	0.989	\$206.73	\$3.17	\$3.78	\$1.91
16	07/07/2000	8,262	4,971	4,998	0.03175	0.986	0.956	0.989	\$205.49	\$3.67	\$6.94	\$1.75
17	07/07/2000	7,218	4,974	4,179	0.03045	0.978	0.974	0.989	\$176.97	\$4.84	\$3.94	\$1.40
18	07/07/2000	6,174	4,971	3,297	0.02989	0.988	0.981	0.989	\$153.24	\$2.21	\$2.82	\$1.08
19	07/07/2000	4,410	4,974	3,108	0.02679	0.989	0.985	0.989	\$118.80	\$1.30	\$2.00	\$0.92
20	07/07/2000	2,898	4,974	2,751	0.02578	0.979	0.97	0.989	\$97.22	\$1.57	\$3.85	\$0.78
21	07/07/2000	1,530	4,977	2,478	0.02179	0.985	0.981	0.989	\$69.50	\$0.50	\$2.06	\$0.59
22	07/07/2000	630	4,974	2,751	0.02008	0.989	0.979	0.989	\$59.56	\$0.14	\$2.10	\$0.61
23	07/07/2000	972	4,977	2,394	0.01999	0.978	0.975	0.989	\$59.21	\$0.43	\$2.49	\$0.53
24	07/07/2000	1,188	4,974	2,814	0.01987	0.987	0.981	0.989	\$63.32	\$0.31	\$1.88	\$0.62
1	07/08/2000	954	4,974	2,835	0.02179	0.968	0.967	0.989	\$67.79	\$0.67	\$3.58	\$0.68
2	07/08/2000	1,260	4,977	2,541	0.0205	0.975	0.965	0.989	\$63.88	\$0.65	\$3.57	\$0.57
3	07/08/2000	828	4,974	1,575	0.02066	0.951	0.958	0.989	\$54.11	\$0.84	\$4.32	\$0.36
4	07/08/2000	594	4,977	819	0.02479	0.976	0.979	0.989	\$56.23	\$0.35	\$2.59	\$0.22
5	07/08/2000	1,062	4,974	609	0.0288	0.984	0.988	0.989	\$67.94	\$0.49	\$1.72	\$0.19
6	07/08/2000	1,602	4,977	1,869	0.02914	0.999	0.996	0.989	\$87.39	\$0.05	\$0.58	\$0.60
7	07/08/2000	2,898	4,977	3,612	0.02915	0.976	0.966	0.989	\$118.87	\$2.03	\$4.93	\$1.16
8	07/08/2000	3,906	4,974	2,289	0.02916	0.967	0.964	0.989	\$115.62	\$3.76	\$5.22	\$0.73
9	07/08/2000	3,942	4,977	1,449	0.02988	0.987	0.981	0.989	\$109.98	\$1.53	\$2.83	\$0.48
10	07/08/2000	3,870	4,977	2,499	0.03005	0.968	0.978	0.989	\$121.04	\$3.72	\$3.29	\$0.83
11	07/08/2000	3,330	4,974	2,940	0.03019	0.978	0.973	0.989	\$120.51	\$2.21	\$4.05	\$0.98
12	07/08/2000	5,040	4,977	3,297	0.03075	0.987	0.975	0.989	\$145.34	\$2.01	\$3.83	\$1.12
13	07/08/2000	6,012	4,977	3,444	0.03158	0.997	0.991	0.989	\$161.81	\$0.57	\$1.41	\$1.20
14	07/08/2000	7,146	4,977	2,835	0.03249	0.988	0.98	0.989	\$172.52	\$2.79	\$3.23	\$1.01
15	07/08/2000	10,080	4,977	3,213	0.03308	0.987	0.977	0.989	\$214.55	\$4.33	\$3.79	\$1.17

Exhibit-1-31

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX *	GMMCS GMM	GMMVV GMM	GMMC GMM
Hourly Price	LOSSES	LOSSES	LOSSES

16	07/08/2000	11,520	4,977	3,906	0.03175	0.986	0.956	0.989	\$229.97	\$5.12	\$6.95	\$1.36
17	07/08/2000	11,826	4,977	5,313	0.03045	0.978	0.974	0.989	\$239.07	\$7.92	\$3.94	\$1.78
18	07/08/2000	10,404	4,977	4,620	0.02989	0.988	0.981	0.989	\$212.23	\$3.73	\$2.83	\$1.52
19	07/08/2000	9,414	4,977	4,431	0.02679	0.989	0.985	0.989	\$179.01	\$2.77	\$2.00	\$1.31
20	07/08/2000	8,532	4,977	4,767	0.02578	0.979	0.97	0.989	\$167.26	\$4.62	\$3.85	\$1.35
21	07/08/2000	5,454	4,977	3,129	0.02179	0.985	0.981	0.989	\$104.89	\$1.78	\$2.06	\$0.75
22	07/08/2000	4,050	4,974	1,134	0.02008	0.989	0.979	0.989	\$72.41	\$0.89	\$2.10	\$0.25
23	07/08/2000	3,348	4,980	147	0.01999	0.978	0.975	0.989	\$60.14	\$1.47	\$2.49	\$0.03
24	07/08/2000	2,880	4,980	231	0.01987	0.987	0.981	0.989	\$57.07	\$0.74	\$1.88	\$0.05
1	07/09/2000	2,880	4,977	0	0.02179	0.968	0.967	0.989	\$60.78	\$2.01	\$3.58	\$0.00
2	07/09/2000	1,782	4,980	63	0.0205	0.975	0.965	0.989	\$49.67	\$0.91	\$3.57	\$0.01
3	07/09/2000	612	4,980	42	0.02066	0.951	0.958	0.989	\$41.32	\$0.62	\$4.32	\$0.01
4	07/09/2000	450	4,977	21	0.02479	0.976	0.979	0.989	\$47.94	\$0.27	\$2.59	\$0.01
5	07/09/2000	414	4,980	0	0.0288	0.984	0.988	0.989	\$55.15	\$0.19	\$1.72	\$0.00
6	07/09/2000	378	4,977	0	0.02914	0.999	0.996	0.989	\$55.40	\$0.01	\$0.58	\$0.00
7	07/09/2000	36	4,974	0	0.02915	0.976	0.966	0.989	\$51.84	\$0.03	\$4.93	\$0.00
8	07/09/2000	0	4,977	0	0.02916	0.967	0.964	0.989	\$51.52	\$0.00	\$5.22	\$0.00
9	07/09/2000	0	4,974	0	0.02988	0.987	0.981	0.989	\$52.76	\$0.00	\$2.82	\$0.00
10	07/09/2000	0	4,977	0	0.03005	0.968	0.978	0.989	\$53.09	\$0.00	\$3.29	\$0.00
11	07/09/2000	0	4,974	0	0.03019	0.978	0.973	0.989	\$53.31	\$0.00	\$4.05	\$0.00
12	07/09/2000	0	4,974	0	0.03075	0.987	0.975	0.989	\$54.30	\$0.00	\$3.82	\$0.00
13	07/09/2000	0	4,974	0	0.03158	0.997	0.991	0.989	\$55.76	\$0.00	\$1.41	\$0.00
14	07/09/2000	0	4,974	0	0.03249	0.988	0.98	0.989	\$57.37	\$0.00	\$3.23	\$0.00
15	07/09/2000	0	4,971	0	0.03308	0.987	0.977	0.989	\$58.38	\$0.00	\$3.78	\$0.00
16	07/09/2000	0	4,971	0	0.03175	0.986	0.956	0.989	\$56.03	\$0.00	\$6.94	\$0.00
17	07/09/2000	0	4,971	0	0.03045	0.978	0.974	0.989	\$53.74	\$0.00	\$3.94	\$0.00
18	07/09/2000	0	4,971	0	0.02989	0.988	0.981	0.989	\$52.75	\$0.00	\$2.82	\$0.00
19	07/09/2000	0	4,971	0	0.02679	0.989	0.985	0.989	\$47.28	\$0.00	\$2.00	\$0.00
20	07/09/2000	0	4,974	0	0.02578	0.979	0.97	0.989	\$45.52	\$0.00	\$3.85	\$0.00
21	07/09/2000	0	4,971	0	0.02179	0.985	0.981	0.989	\$38.45	\$0.00	\$2.06	\$0.00
22	07/09/2000	0	4,974	0	0.02008	0.989	0.979	0.989	\$35.46	\$0.00	\$2.10	\$0.00
23	07/09/2000	0	4,971	0	0.01999	0.978	0.975	0.989	\$35.28	\$0.00	\$2.48	\$0.00

Exhibit-1-32

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/09/2000	0	4,974	0	0.01987	0.987	0.981	0.989	\$35.09	\$0.00	\$1.88	\$0.00
1	07/10/2000	0	4,971	0	0.02179	0.968	0.967	0.989	\$38.45	\$0.00	\$3.57	\$0.00
2	07/10/2000	0	4,971	0	0.0205	0.975	0.965	0.989	\$36.18	\$0.00	\$3.57	\$0.00
3	07/10/2000	0	4,971	0	0.02066	0.951	0.958	0.989	\$36.46	\$0.00	\$4.31	\$0.00
4	07/10/2000	0	4,971	0	0.02479	0.976	0.979	0.989	\$43.75	\$0.00	\$2.59	\$0.00
5	07/10/2000	0	4,974	0	0.0288	0.984	0.988	0.989	\$50.85	\$0.00	\$1.72	\$0.00
6	07/10/2000	0	4,971	0	0.02914	0.999	0.996	0.989	\$51.42	\$0.00	\$0.58	\$0.00
7	07/10/2000	0	4,971	0	0.02915	0.976	0.966	0.989	\$51.44	\$0.00	\$4.93	\$0.00
8	07/10/2000	0	4,971	0	0.02916	0.967	0.964	0.989	\$51.46	\$0.00	\$5.22	\$0.00
9	07/10/2000	0	4,968	21	0.02988	0.987	0.981	0.989	\$52.92	\$0.00	\$2.82	\$0.01
10	07/10/2000	0	4,971	0	0.03005	0.968	0.978	0.989	\$53.03	\$0.00	\$3.29	\$0.00
11	07/10/2000	0	4,968	0	0.03019	0.978	0.973	0.989	\$53.24	\$0.00	\$4.05	\$0.00
12	07/10/2000	0	4,971	0	0.03075	0.987	0.975	0.989	\$54.26	\$0.00	\$3.82	\$0.00
13	07/10/2000	0	4,971	0	0.03158	0.997	0.991	0.989	\$55.73	\$0.00	\$1.41	\$0.00
14	07/10/2000	0	4,971	0	0.03249	0.988	0.98	0.989	\$57.34	\$0.00	\$3.23	\$0.00
15	07/10/2000	414	4,971	0	0.03308	0.987	0.977	0.989	\$63.24	\$0.18	\$3.78	\$0.00
16	07/10/2000	1,728	4,974	0	0.03175	0.986	0.956	0.989	\$75.54	\$0.77	\$6.95	\$0.00
17	07/10/2000	2,862	4,974	0	0.03045	0.978	0.974	0.989	\$84.71	\$1.92	\$3.94	\$0.00
18	07/10/2000	3,528	4,974	0	0.02989	0.988	0.981	0.989	\$90.21	\$1.27	\$2.82	\$0.00
19	07/10/2000	6,444	4,974	0	0.02679	0.989	0.985	0.989	\$108.59	\$1.90	\$2.00	\$0.00
20	07/10/2000	8,964	4,971	21	0.02578	0.979	0.97	0.989	\$127.72	\$4.85	\$3.84	\$0.01
21	07/10/2000	10,980	4,974	147	0.02179	0.985	0.981	0.989	\$124.55	\$3.59	\$2.06	\$0.04
22	07/10/2000	10,332	4,971	420	0.02008	0.989	0.979	0.989	\$112.08	\$2.28	\$2.10	\$0.09
23	07/10/2000	9,486	4,971	1,470	0.01999	0.978	0.975	0.989	\$113.03	\$4.17	\$2.48	\$0.32
24	07/10/2000	9,144	4,971	2,499	0.01987	0.987	0.981	0.989	\$117.19	\$2.36	\$1.88	\$0.55
1	07/11/2000	7,956	4,974	2,247	0.02179	0.968	0.967	0.989	\$117.40	\$5.55	\$3.58	\$0.54
2	07/11/2000	4,572	4,974	1,827	0.0205	0.975	0.965	0.989	\$82.77	\$2.34	\$3.57	\$0.41
3	07/11/2000	2,592	4,974	924	0.02066	0.951	0.958	0.989	\$62.27	\$2.62	\$4.32	\$0.21
4	07/11/2000	2,682	4,974	336	0.02479	0.976	0.979	0.989	\$70.33	\$1.60	\$2.59	\$0.09
5	07/11/2000	2,718	4,974	0	0.0288	0.984	0.988	0.989	\$78.64	\$1.25	\$1.72	\$0.00
6	07/11/2000	666	4,974	0	0.02914	0.999	0.996	0.989	\$58.34	\$0.02	\$0.58	\$0.00
7	07/11/2000	36	4,974	0	0.02915	0.976	0.966	0.989	\$51.84	\$0.03	\$4.93	\$0.00

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM	0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
8	07/11/2000	72	4,977	0	0.02916	0.967	0.964	0.989	\$52.27	\$0.07	\$5.22	\$0.00
9	07/11/2000	846	4,977	0	0.02988	0.987	0.981	0.989	\$61.77	\$0.33	\$2.83	\$0.00
10	07/11/2000	1,098	4,974	0	0.03005	0.968	0.978	0.989	\$64.77	\$1.06	\$3.29	\$0.00
11	07/11/2000	7,470	4,977	0	0.03019	0.978	0.973	0.989	\$133.40	\$4.96	\$4.06	\$0.00
12	07/11/2000	4,104	4,977	0	0.03075	0.987	0.975	0.989	\$99.13	\$1.64	\$3.83	\$0.00
13	07/11/2000	3,456	4,974	0	0.03158	0.997	0.991	0.989	\$94.51	\$0.33	\$1.41	\$0.00
14	07/11/2000	2,970	4,980	42	0.03249	0.988	0.98	0.989	\$92.18	\$1.16	\$3.24	\$0.02
15	07/11/2000	6,084	4,974	441	0.03308	0.987	0.977	0.989	\$135.04	\$2.62	\$3.78	\$0.16
16	07/11/2000	7,884	4,974	462	0.03175	0.986	0.956	0.989	\$150.13	\$3.50	\$6.95	\$0.16
17	07/11/2000	5,328	4,974	588	0.03045	0.978	0.974	0.989	\$117.72	\$3.57	\$3.94	\$0.20
18	07/11/2000	7,506	4,974	1,260	0.02989	0.988	0.981	0.989	\$145.79	\$2.69	\$2.82	\$0.41
19	07/11/2000	3,798	4,974	1,533	0.02679	0.989	0.985	0.989	\$98.01	\$1.12	\$2.00	\$0.45
20	07/11/2000	3,870	4,974	2,310	0.02578	0.979	0.97	0.989	\$102.08	\$2.10	\$3.85	\$0.66
21	07/11/2000	6,804	4,974	3,486	0.02179	0.985	0.981	0.989	\$118.07	\$2.22	\$2.06	\$0.84
22	07/11/2000	5,850	4,971	3,045	0.02008	0.989	0.979	0.989	\$98.84	\$1.29	\$2.10	\$0.67
23	07/11/2000	9,306	4,971	4,515	0.01999	0.978	0.975	0.989	\$133.36	\$4.09	\$2.48	\$0.99
24	07/11/2000	10,800	4,974	5,859	0.01987	0.987	0.981	0.989	\$152.60	\$2.79	\$1.88	\$1.28
1	07/12/2000	14,076	4,971	6,216	0.02179	0.968	0.967	0.989	\$195.42	\$9.81	\$3.57	\$1.49
2	07/12/2000	12,924	4,971	5,439	0.0205	0.975	0.965	0.989	\$169.81	\$6.62	\$3.57	\$1.23
3	07/12/2000	14,148	4,968	5,817	0.02066	0.951	0.958	0.989	\$182.87	\$14.32	\$4.31	\$1.32
4	07/12/2000	14,184	4,968	6,510	0.02479	0.976	0.979	0.989	\$225.84	\$8.44	\$2.59	\$1.78
5	07/12/2000	14,256	4,971	7,014	0.0288	0.984	0.988	0.989	\$268.29	\$6.57	\$1.72	\$2.22
6	07/12/2000	17,478	4,968	6,930	0.02914	0.999	0.996	0.989	\$303.89	\$0.51	\$0.58	\$2.22
7	07/12/2000	17,730	4,968	8,148	0.02915	0.976	0.966	0.989	\$319.20	\$12.40	\$4.92	\$2.61
8	07/12/2000	19,494	4,965	8,652	0.02916	0.967	0.964	0.989	\$342.76	\$18.76	\$5.21	\$2.78
9	07/12/2000	18,882	4,968	8,820	0.02988	0.987	0.981	0.989	\$346.54	\$7.33	\$2.82	\$2.90
10	07/12/2000	17,316	4,962	9,555	0.03005	0.968	0.978	0.989	\$339.59	\$16.65	\$3.28	\$3.16
11	07/12/2000	16,812	4,968	9,555	0.03019	0.978	0.973	0.989	\$335.83	\$11.17	\$4.05	\$3.17
12	07/12/2000	19,044	4,965	8,274	0.03075	0.987	0.975	0.989	\$352.41	\$7.61	\$3.82	\$2.80
13	07/12/2000	22,212	4,965	7,413	0.03158	0.997	0.991	0.989	\$387.79	\$2.10	\$1.41	\$2.58
14	07/12/2000	21,078	4,968	9,261	0.03249	0.988	0.98	0.989	\$407.23	\$8.22	\$3.23	\$3.31
15	07/12/2000	19,422	4,965	9,534	0.03308	0.987	0.977	0.989	\$398.35	\$8.35	\$3.78	\$3.47

Exhibit-1-34

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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16	07/12/2000	17,568	4,971	10,311	0.03175	0.986	0.956	0.989	\$370.26	\$7.81	\$6.94	\$3.60
17	07/12/2000	17,046	4,968	10,941	0.03045	0.978	0.974	0.989	\$356.24	\$11.42	\$3.93	\$3.66
18	07/12/2000	16,020	4,971	9,324	0.02989	0.988	0.981	0.989	\$321.67	\$5.75	\$2.82	\$3.07
19	07/12/2000	15,930	4,971	7,287	0.02679	0.989	0.985	0.989	\$268.08	\$4.69	\$2.00	\$2.15
20	07/12/2000	14,112	4,974	9,534	0.02578	0.979	0.97	0.989	\$261.93	\$7.64	\$3.85	\$2.70
21	07/12/2000	18,522	4,974	9,072	0.02179	0.985	0.981	0.989	\$251.93	\$6.05	\$2.06	\$2.17
22	07/12/2000	19,332	4,971	8,631	0.02008	0.989	0.979	0.989	\$234.77	\$4.27	\$2.10	\$1.91
23	07/12/2000	19,332	4,974	9,765	0.01999	0.978	0.975	0.989	\$241.78	\$8.50	\$2.49	\$2.15
24	07/12/2000	19,746	4,977	10,731	0.01987	0.987	0.981	0.989	\$250.09	\$5.10	\$1.88	\$2.35
1	07/13/2000	20,016	4,974	11,319	0.02179	0.968	0.967	0.989	\$280.87	\$13.96	\$3.58	\$2.71
2	07/13/2000	20,016	4,974	11,319	0.0205	0.975	0.965	0.989	\$264.24	\$10.26	\$3.57	\$2.55
3	07/13/2000	20,376	4,977	10,353	0.02066	0.951	0.958	0.989	\$261.88	\$20.63	\$4.32	\$2.35
4	07/13/2000	19,818	4,977	10,836	0.02479	0.976	0.979	0.989	\$313.57	\$11.79	\$2.59	\$2.95
5	07/13/2000	17,658	4,977	10,290	0.0288	0.984	0.988	0.989	\$336.63	\$8.14	\$1.72	\$3.26
6	07/13/2000	17,442	4,977	9,744	0.02914	0.999	0.996	0.989	\$332.72	\$0.51	\$0.58	\$3.12
7	07/13/2000	16,758	4,974	9,282	0.02915	0.976	0.966	0.989	\$320.94	\$11.72	\$4.93	\$2.98
8	07/13/2000	15,948	4,977	10,815	0.02916	0.967	0.964	0.989	\$328.57	\$15.35	\$5.22	\$3.47
9	07/13/2000	15,948	4,977	12,390	0.02988	0.987	0.981	0.989	\$353.39	\$6.19	\$2.83	\$4.07
10	07/13/2000	15,120	4,974	11,697	0.03005	0.968	0.978	0.989	\$339.14	\$14.54	\$3.29	\$3.87
11	07/13/2000	14,022	4,977	12,054	0.03019	0.978	0.973	0.989	\$332.81	\$9.31	\$4.06	\$4.00
12	07/13/2000	12,078	4,977	11,403	0.03075	0.987	0.975	0.989	\$310.65	\$4.83	\$3.83	\$3.86
13	07/13/2000	9,774	4,974	9,471	0.03158	0.997	0.991	0.989	\$271.52	\$0.93	\$1.41	\$3.29
14	07/13/2000	8,622	4,974	9,072	0.03249	0.988	0.98	0.989	\$261.45	\$3.36	\$3.23	\$3.24
15	07/13/2000	6,102	4,977	7,602	0.03308	0.987	0.977	0.989	\$219.38	\$2.62	\$3.79	\$2.77
16	07/13/2000	5,562	4,974	6,069	0.03175	0.986	0.956	0.989	\$187.16	\$2.47	\$6.95	\$2.12
17	07/13/2000	6,930	4,974	5,775	0.03045	0.978	0.974	0.989	\$191.11	\$4.64	\$3.94	\$1.93
18	07/13/2000	5,220	4,971	5,565	0.02989	0.988	0.981	0.989	\$167.19	\$1.87	\$2.82	\$1.83
19	07/13/2000	3,816	4,974	3,969	0.02679	0.989	0.985	0.989	\$121.34	\$1.12	\$2.00	\$1.17
20	07/13/2000	3,078	4,974	3,696	0.02578	0.979	0.97	0.989	\$107.52	\$1.67	\$3.85	\$1.05
21	07/13/2000	1,584	4,974	2,961	0.02179	0.985	0.981	0.989	\$73.63	\$0.52	\$2.06	\$0.71
22	07/13/2000	342	4,971	2,268	0.02008	0.989	0.979	0.989	\$54.04	\$0.08	\$2.10	\$0.50
23	07/13/2000	1,008	4,971	1,596	0.01999	0.978	0.975	0.989	\$53.76	\$0.44	\$2.48	\$0.35

Exhibit-1-35

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/13/2000	1,062	4,974	1,827	0.01987	0.987	0.981	0.989	\$55.46	\$0.27	\$1.88	\$0.40
1	07/14/2000	1,818	4,968	2,856	0.02179	0.968	0.967	0.989	\$74.59	\$1.27	\$3.57	\$0.68
2	07/14/2000	1,656	4,971	3,360	0.0205	0.975	0.965	0.989	\$72.68	\$0.85	\$3.57	\$0.76
3	07/14/2000	1,638	4,968	4,074	0.02066	0.951	0.958	0.989	\$78.33	\$1.66	\$4.31	\$0.93
4	07/14/2000	1,584	4,968	5,271	0.02479	0.976	0.979	0.989	\$104.05	\$0.94	\$2.59	\$1.44
5	07/14/2000	2,538	4,968	5,481	0.0288	0.984	0.988	0.989	\$132.78	\$1.17	\$1.72	\$1.74
6	07/14/2000	3,798	4,965	6,237	0.02914	0.999	0.996	0.989	\$155.17	\$0.11	\$0.58	\$2.00
7	07/14/2000	6,120	4,968	7,161	0.02915	0.976	0.966	0.989	\$188.85	\$4.28	\$4.92	\$2.30
8	07/14/2000	7,992	4,965	7,686	0.02916	0.967	0.964	0.989	\$213.69	\$7.69	\$5.21	\$2.47
9	07/14/2000	8,712	4,965	7,602	0.02988	0.987	0.981	0.989	\$225.71	\$3.38	\$2.82	\$2.50
10	07/14/2000	11,088	4,968	7,896	0.03005	0.968	0.978	0.989	\$255.51	\$10.66	\$3.28	\$2.61
11	07/14/2000	10,638	4,965	8,841	0.03019	0.978	0.973	0.989	\$261.98	\$7.07	\$4.05	\$2.94
12	07/14/2000	10,584	4,965	9,828	0.03075	0.987	0.975	0.989	\$277.02	\$4.23	\$3.82	\$3.32
13	07/14/2000	9,108	4,968	9,576	0.03158	0.997	0.991	0.989	\$265.16	\$0.86	\$1.41	\$3.33
14	07/14/2000	11,052	4,965	9,156	0.03249	0.988	0.98	0.989	\$290.34	\$4.31	\$3.23	\$3.27
15	07/14/2000	12,852	4,968	8,799	0.03308	0.987	0.977	0.989	\$312.60	\$5.53	\$3.78	\$3.20
16	07/14/2000	13,518	4,971	9,303	0.03175	0.986	0.956	0.989	\$313.25	\$6.01	\$6.94	\$3.25
17	07/14/2000	13,410	4,968	9,534	0.03045	0.978	0.974	0.989	\$301.72	\$8.98	\$3.93	\$3.19
18	07/14/2000	15,498	4,971	8,904	0.02989	0.988	0.981	0.989	\$311.68	\$5.56	\$2.82	\$2.93
19	07/14/2000	17,190	4,971	8,106	0.02679	0.989	0.985	0.989	\$287.85	\$5.07	\$2.00	\$2.39
20	07/14/2000	18,486	4,968	9,660	0.02578	0.979	0.97	0.989	\$303.06	\$10.01	\$3.84	\$2.74
21	07/14/2000	18,648	4,971	9,303	0.02179	0.985	0.981	0.989	\$254.67	\$6.10	\$2.06	\$2.23
22	07/14/2000	18,990	4,971	9,681	0.02008	0.989	0.979	0.989	\$239.81	\$4.19	\$2.10	\$2.14
23	07/14/2000	19,134	4,968	11,130	0.01999	0.978	0.975	0.989	\$250.02	\$8.41	\$2.48	\$2.45
24	07/14/2000	19,728	4,974	12,348	0.01987	0.987	0.981	0.989	\$261.35	\$5.10	\$1.88	\$2.70
1	07/15/2000	19,566	4,971	12,243	0.02179	0.968	0.967	0.989	\$284.51	\$13.64	\$3.57	\$2.93
2	07/15/2000	19,008	4,971	11,949	0.0205	0.975	0.965	0.989	\$261.47	\$9.74	\$3.57	\$2.69
3	07/15/2000	16,704	4,968	11,991	0.02066	0.951	0.958	0.989	\$246.89	\$16.91	\$4.31	\$2.73
4	07/15/2000	13,104	4,971	11,718	0.02479	0.976	0.979	0.989	\$262.19	\$7.80	\$2.59	\$3.20
5	07/15/2000	12,420	4,971	10,122	0.0288	0.984	0.988	0.989	\$281.29	\$5.72	\$1.72	\$3.21
6	07/15/2000	9,000	4,971	9,933	0.02914	0.999	0.996	0.989	\$247.28	\$0.26	\$0.58	\$3.18
7	07/15/2000	8,262	4,971	9,051	0.02915	0.976	0.966	0.989	\$230.60	\$5.78	\$4.93	\$2.90

Exhibit-1-36

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
8	07/15/2000	8,496	4,971	9,093	0.02916	0.967	0.964	0.989
9	07/15/2000	9,846	4,968	9,156	0.02988	0.987	0.981	0.989
10	07/15/2000	9,324	4,971	8,778	0.03005	0.968	0.978	0.989
11	07/15/2000	6,714	4,968	9,282	0.03019	0.978	0.973	0.989
12	07/15/2000	3,546	4,968	8,442	0.03075	0.987	0.975	0.989
13	07/15/2000	1,170	4,968	8,064	0.03158	0.997	0.991	0.989
14	07/15/2000	1,260	4,968	8,106	0.03249	0.988	0.98	0.989
15	07/15/2000	1,152	4,965	5,838	0.03308	0.987	0.977	0.989
16	07/15/2000	1,242	4,968	3,990	0.03175	0.986	0.956	0.989
17	07/15/2000	324	4,968	5,460	0.03045	0.978	0.974	0.989
18	07/15/2000	72	4,968	4,599	0.02989	0.988	0.981	0.989
19	07/15/2000	18	4,965	2,541	0.02679	0.989	0.985	0.989
20	07/15/2000	144	4,968	1,911	0.02578	0.979	0.97	0.989
21	07/15/2000	468	4,965	1,638	0.02179	0.985	0.981	0.989
22	07/15/2000	270	4,965	1,869	0.02008	0.989	0.979	0.989
23	07/15/2000	198	4,968	1,155	0.01999	0.978	0.975	0.989
24	07/15/2000	216	4,962	2,163	0.01987	0.987	0.981	0.989
1	07/16/2000	324	4,965	1,365	0.02179	0.968	0.967	0.989
2	07/16/2000	396	4,962	945	0.0205	0.975	0.965	0.989
3	07/16/2000	342	4,965	1,554	0.02066	0.951	0.958	0.989
4	07/16/2000	648	4,962	2,961	0.02479	0.976	0.979	0.989
5	07/16/2000	1,152	4,962	3,738	0.0288	0.984	0.988	0.989
6	07/16/2000	918	4,962	4,599	0.02914	0.999	0.996	0.989
7	07/16/2000	1,710	4,962	4,977	0.02915	0.976	0.966	0.989
8	07/16/2000	4,410	4,962	6,300	0.02916	0.967	0.964	0.989
9	07/16/2000	7,182	4,962	6,993	0.02988	0.987	0.981	0.989
10	07/16/2000	10,746	4,962	6,930	0.03005	0.968	0.978	0.989
11	07/16/2000	13,014	4,962	7,686	0.03019	0.978	0.973	0.989
12	07/16/2000	13,860	4,962	8,253	0.03075	0.987	0.975	0.989
13	07/16/2000	13,842	4,962	10,206	0.03158	0.997	0.991	0.989
14	07/16/2000	14,130	4,962	10,983	0.03249	0.988	0.98	0.989
15	07/16/2000	14,580	4,962	10,710	0.03308	0.987	0.977	0.989

0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
\$233.54	\$8.18	\$5.22	\$2.92
\$254.26	\$3.82	\$2.82	\$3.01
\$246.14	\$8.97	\$3.29	\$2.90
\$224.68	\$4.46	\$4.05	\$3.08
\$185.10	\$1.42	\$3.82	\$2.86
\$159.22	\$0.11	\$1.41	\$2.80
\$165.33	\$0.49	\$3.23	\$2.90
\$140.39	\$0.50	\$3.78	\$2.12
\$114.97	\$0.55	\$6.94	\$1.39
\$116.23	\$0.22	\$3.93	\$1.83
\$102.28	\$0.03	\$2.82	\$1.51
\$71.56	\$0.01	\$2.00	\$0.75
\$64.27	\$0.08	\$3.84	\$0.54
\$54.70	\$0.15	\$2.06	\$0.39
\$50.64	\$0.06	\$2.09	\$0.41
\$44.86	\$0.09	\$2.48	\$0.25
\$51.78	\$0.06	\$1.87	\$0.47
\$51.47	\$0.23	\$3.57	\$0.33
\$45.87	\$0.20	\$3.56	\$0.21
\$50.32	\$0.35	\$4.31	\$0.35
\$75.43	\$0.39	\$2.58	\$0.81
\$100.73	\$0.53	\$1.71	\$1.18
\$108.40	\$0.03	\$0.58	\$1.47
\$120.55	\$1.20	\$4.92	\$1.60
\$162.23	\$4.24	\$5.21	\$2.02
\$202.99	\$2.79	\$2.82	\$2.30
\$241.50	\$10.33	\$3.28	\$2.29
\$275.03	\$8.64	\$4.04	\$2.55
\$295.56	\$5.54	\$3.81	\$2.79
\$325.23	\$1.31	\$1.41	\$3.55
\$346.88	\$5.51	\$3.22	\$3.93
\$355.26	\$6.27	\$3.78	\$3.90

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EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS	GPVV	GC	PX HOURLY	GMMCS	GMMVV	GMMC	0.355 *PX*	GMMCS	GMMVV	GMMC
		Total kWh	Total kWh	Total kWh	DAY AHEAD PRICE	GMM	GMM	GMM		Hourly Price	GMM LOSSES	GMM LOSSES
16	07/16/2000	14,238	4,962	9,282	0.03175	0.986	0.956	0.989	\$321.03	\$6.33	\$6.93	\$3 24
17	07/16/2000	15,840	4,959	8,631	0.03045	0.978	0.974	0.989	\$318.13	\$10.61	\$3.93	\$2.89
18	07/16/2000	15,462	4,962	8,526	0.02989	0.988	0.981	0.989	\$307.19	\$5.55	\$2.82	\$2.80
19	07/16/2000	15,192	4,962	7,980	0.02679	0.989	0.985	0.989	\$267.57	\$4.48	\$1.99	\$2.35
20	07/16/2000	14,724	4,962	8,946	0.02578	0.979	0.97	0.989	\$262.04	\$7.97	\$3.84	\$2.54
21	07/16/2000	14,706	4,959	8,043	0.02179	0.985	0.981	0.989	\$214.33	\$4.81	\$2.05	\$1.93
22	07/16/2000	14,688	4,962	7,245	0.02008	0.989	0.979	0.989	\$191.72	\$3.24	\$2.09	\$1.60
23	07/16/2000	15,372	4,962	7,224	0.01999	0.978	0.975	0.989	\$195.56	\$6.76	\$2.48	\$1.59
24	07/16/2000	15,102	4,962	7,203	0.01987	0.987	0.981	0.989	\$192.34	\$3.90	\$1.87	\$1.57
1	07/17/2000	14,022	4,962	8,358	0.02179	0.968	0.967	0.989	\$211.50	\$9.78	\$3.57	\$2.00
2	07/17/2000	10,476	4,962	8,421	0.0205	0.975	0.965	0.989	\$173.63	\$5.37	\$3.56	\$1.90
3	07/17/2000	7,038	4,962	7,980	0.02066	0.951	0.958	0.989	\$146.54	\$7.12	\$4.31	\$1.81
4	07/17/2000	5,454	4,959	7,077	0.02479	0.976	0.979	0.989	\$153.92	\$3.24	\$2.58	\$1.93
5	07/17/2000	2,970	4,962	6,279	0.0288	0.984	0.988	0.989	\$145.29	\$1.37	\$1.71	\$1.99
6	07/17/2000	1,350	4,959	4,998	0.02914	0.999	0.996	0.989	\$116.97	\$0.04	\$0.58	\$1 60
7	07/17/2000	1,044	4,962	2,940	0.02915	0.976	0.966	0.989	\$92.58	\$0.73	\$4.92	\$0.94
8	07/17/2000	1,098	4,956	2,961	0.02916	0.967	0.964	0.989	\$93.32	\$1.06	\$5.20	\$0.95
9	07/17/2000	990	4,959	2,394	0.02988	0.987	0.981	0.989	\$88.50	\$0.38	\$2.82	\$0 79
10	07/17/2000	450	4,953	3,360	0.03005	0.968	0.978	0.989	\$93.48	\$0.43	\$3.27	\$1.11
11	07/17/2000	18	4,953	3,087	0.03019	0.978	0.973	0.989	\$86.36	\$0.01	\$4.04	\$1.03
12	07/17/2000	360	4,950	2,121	0.03075	0.987	0.975	0.989	\$81.12	\$0.14	\$3 81	\$0 72
13	07/17/2000	306	4,950	1,701	0.03158	0.997	0.991	0.989	\$77.99	\$0.03	\$1.41	\$0.59
14	07/17/2000	558	4,947	1,470	0.03249	0.988	0.98	0.989	\$80.45	\$0.22	\$3.21	\$0.53
15	07/17/2000	486	4,950	777	0.03308	0.987	0.977	0.989	\$72.96	\$0.21	\$3.77	\$0.28
16	07/17/2000	684	4,953	1,344	0.03175	0.986	0.956	0.989	\$78.68	\$0.30	\$6.92	\$0 47
17	07/17/2000	990	4,965	1,512	0.03045	0.978	0.974	0.989	\$80.72	\$0.66	\$3.93	\$0.51
18	07/17/2000	1,098	4,968	735	0.02989	0.988	0.981	0.989	\$72.17	\$0.39	\$2.82	\$0 24
19	07/17/2000	720	4,968	525	0.02679	0.989	0.985	0.989	\$59.09	\$0.21	\$2.00	\$0.15
20	07/17/2000	1,278	4,965	231	0.02578	0.979	0.97	0.989	\$59.25	\$0.69	\$3 84	\$0 07
21	07/17/2000	846	4,968	525	0.02179	0.985	0.981	0.989	\$49.04	\$0.28	\$2.06	\$0.13
22	07/17/2000	990	4,965	2,016	0.02008	0.989	0.979	0.989	\$56.82	\$0.22	\$2 09	\$0 45
23	07/17/2000	882	4,965	2,772	0.01999	0.978	0.975	0.989	\$61.16	\$0.39	\$2.48	\$0 61

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EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/17/2000	702	4,968	3,297	0.01987	0.987	0.981	0.989	\$63.25	\$0.18	\$1.88	\$0.72
1	07/18/2000	1,008	4,965	3,255	0.02179	0.968	0.967	0.989	\$71.38	\$0.70	\$3.57	\$0.78
2	07/18/2000	900	4,962	3,381	0.0205	0.975	0.965	0.989	\$67.27	\$0.46	\$3.56	\$0.76
3	07/18/2000	702	4,965	4,116	0.02066	0.951	0.958	0.989	\$71.75	\$0.71	\$4.31	\$0.94
4	07/18/2000	234	4,962	3,297	0.02479	0.976	0.979	0.989	\$74.74	\$0.14	\$2.58	\$0.90
5	07/18/2000	396	4,962	2,835	0.0288	0.984	0.988	0.989	\$83.77	\$0.18	\$1.71	\$0.90
6	07/18/2000	468	4,959	3,801	0.02914	0.999	0.996	0.989	\$95.46	\$0.01	\$0.58	\$1.22
7	07/18/2000	1,062	4,962	3,528	0.02915	0.976	0.966	0.989	\$98.85	\$0.74	\$4.92	\$1.13
8	07/18/2000	1,530	4,956	4,599	0.02916	0.967	0.964	0.989	\$114.75	\$1.47	\$5.20	\$1.48
9	07/18/2000	2,034	4,956	4,179	0.02988	0.987	0.981	0.989	\$118.47	\$0.79	\$2.81	\$1.37
10	07/18/2000	6,678	4,956	4,977	0.03005	0.968	0.978	0.989	\$177.20	\$6.42	\$3.28	\$1.65
11	07/18/2000	6,840	4,959	5,712	0.03019	0.978	0.973	0.989	\$187.67	\$4.54	\$4.04	\$1.90
12	07/18/2000	8,118	4,959	7,161	0.03075	0.987	0.975	0.989	\$220.92	\$3.25	\$3.81	\$2.42
13	07/18/2000	9,540	4,959	6,405	0.03158	0.997	0.991	0.989	\$234.35	\$0.90	\$1.41	\$2.22
14	07/18/2000	9,774	4,959	5,523	0.03249	0.988	0.98	0.989	\$233.63	\$3.81	\$3.22	\$1.97
15	07/18/2000	9,882	4,956	5,922	0.03308	0.987	0.977	0.989	\$243.79	\$4.25	\$3.77	\$2.15
16	07/18/2000	8,784	4,947	5,502	0.03175	0.986	0.956	0.989	\$216.78	\$3.90	\$6.91	\$1.92
17	07/18/2000	9,108	4,941	5,775	0.03045	0.978	0.974	0.989	\$214.29	\$6.10	\$3.91	\$1.93
18	07/18/2000	9,306	4,935	6,342	0.02989	0.988	0.981	0.989	\$218.41	\$3.34	\$2.80	\$2.09
19	07/18/2000	8,496	4,938	5,859	0.02679	0.989	0.985	0.989	\$183.49	\$2.50	\$1.98	\$1.73
20	07/18/2000	7,956	4,935	6,762	0.02578	0.979	0.97	0.989	\$179.86	\$4.31	\$3.82	\$1.92
21	07/18/2000	7,740	4,932	6,615	0.02179	0.985	0.981	0.989	\$149.19	\$2.53	\$2.04	\$1.59
22	07/18/2000	8,478	4,926	6,111	0.02008	0.989	0.979	0.989	\$139.11	\$1.87	\$2.08	\$1.35
23	07/18/2000	10,260	4,926	6,111	0.01999	0.978	0.975	0.989	\$151.13	\$4.51	\$2.46	\$1.34
24	07/18/2000	11,754	4,923	6,636	0.01987	0.987	0.981	0.989	\$164.45	\$3.04	\$1.86	\$1.45
1	07/19/2000	11,610	4,917	7,329	0.02179	0.968	0.967	0.989	\$184.54	\$8.10	\$3.54	\$1.76
2	07/19/2000	12,240	4,914	7,056	0.0205	0.975	0.965	0.989	\$176.19	\$6.27	\$3.53	\$1.59
3	07/19/2000	11,916	4,908	7,602	0.02066	0.951	0.958	0.989	\$179.15	\$12.06	\$4.26	\$1.73
4	07/19/2000	11,718	4,911	7,875	0.02479	0.976	0.979	0.989	\$215.65	\$6.97	\$2.56	\$2.15
5	07/19/2000	11,376	4,905	7,413	0.0288	0.984	0.988	0.989	\$242.25	\$5.24	\$1.70	\$2.35
6	07/19/2000	11,772	4,902	7,098	0.02914	0.999	0.996	0.989	\$245.91	\$0.34	\$0.57	\$2.28
7	07/19/2000	12,330	4,905	6,993	0.02915	0.976	0.966	0.989	\$250.72	\$8.63	\$4.86	\$2.24

Exhibit-1-39

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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8	07/19/2000	12,384	4,911	6,762	0.02916	0.967	0.964	0.989	\$249.03	\$11.92	\$5.16	\$2.17
9	07/19/2000	11,736	4,908	6,216	0.02988	0.987	0.981	0.989	\$242.49	\$4.56	\$2.79	\$2.04
10	07/19/2000	9,180	4,902	6,762	0.03005	0.968	0.978	0.989	\$222.36	\$8.83	\$3.24	\$2.24
11	07/19/2000	7,542	4,902	6,174	0.03019	0.978	0.973	0.989	\$199.54	\$5.01	\$4.00	\$2.05
12	07/19/2000	5,364	4,899	4,956	0.03075	0.987	0.975	0.989	\$166.13	\$2.14	\$3.77	\$1.68
13	07/19/2000	3,996	4,893	2,499	0.03158	0.997	0.991	0.989	\$127.67	\$0.38	\$1.39	\$0.87
14	07/19/2000	1,800	4,914	1,869	0.03249	0.988	0.98	0.989	\$99.00	\$0.70	\$3.19	\$0.67
15	07/19/2000	1,836	4,911	1,722	0.03308	0.987	0.977	0.989	\$99.45	\$0.79	\$3.74	\$0.63
16	07/19/2000	684	4,929	2,520	0.03175	0.986	0.956	0.989	\$91.67	\$0.30	\$6.89	\$0.88
17	07/19/2000	360	4,938	1,218	0.03045	0.978	0.974	0.989	\$70.44	\$0.24	\$3.91	\$0.41
18	07/19/2000	72	4,944	483	0.02989	0.988	0.981	0.989	\$58.35	\$0.03	\$2.81	\$0.16
19	07/19/2000	72	4,953	147	0.02679	0.989	0.985	0.989	\$49.19	\$0.02	\$1.99	\$0.04
20	07/19/2000	0	4,959	231	0.02578	0.979	0.97	0.989	\$47.50	\$0.00	\$3.84	\$0.07
21	07/19/2000	0	4,950	315	0.02179	0.985	0.981	0.989	\$40.73	\$0.00	\$2.06	\$0.08
22	07/19/2000	0	4,944	42	0.02008	0.989	0.979	0.989	\$35.54	\$0.00	\$2.08	\$0.01
23	07/19/2000	0	4,944	0	0.01999	0.978	0.975	0.989	\$35.08	\$0.00	\$2.47	\$0.00
24	07/19/2000	0	4,947	105	0.01987	0.987	0.981	0.989	\$35.64	\$0.00	\$1.87	\$0.02
1	07/20/2000	90	4,944	84	0.02179	0.968	0.967	0.989	\$39.59	\$0.06	\$3.56	\$0.02
2	07/20/2000	72	4,941	861	0.0205	0.975	0.965	0.989	\$42.75	\$0.04	\$3.55	\$0.19
3	07/20/2000	576	4,938	1,617	0.02066	0.951	0.958	0.989	\$52.30	\$0.58	\$4.28	\$0.37
4	07/20/2000	2,304	4,935	2,079	0.02479	0.976	0.979	0.989	\$82.00	\$1.37	\$2.57	\$0.57
5	07/20/2000	2,466	4,926	2,016	0.0288	0.984	0.988	0.989	\$96.19	\$1.14	\$1.70	\$0.64
6	07/20/2000	3,456	4,920	2,352	0.02914	0.999	0.996	0.989	\$110.98	\$0.10	\$0.57	\$0.75
7	07/20/2000	4,104	4,917	2,982	0.02915	0.976	0.966	0.989	\$124.21	\$2.87	\$4.87	\$0.96
8	07/20/2000	7,380	4,911	4,851	0.02916	0.967	0.964	0.989	\$177.45	\$7.10	\$5.16	\$1.56
9	07/20/2000	8,586	4,905	6,909	0.02988	0.987	0.981	0.989	\$216.39	\$3.34	\$2.78	\$2.27
10	07/20/2000	8,424	4,902	7,182	0.03005	0.968	0.978	0.989	\$218.77	\$8.10	\$3.24	\$2.37
11	07/20/2000	10,206	4,896	6,363	0.03019	0.978	0.973	0.989	\$230.05	\$6.78	\$3.99	\$2.11
12	07/20/2000	11,322	4,893	4,746	0.03075	0.987	0.975	0.989	\$228.82	\$4.53	\$3.76	\$1.61
13	07/20/2000	12,150	4,896	5,544	0.03158	0.997	0.991	0.989	\$253.25	\$1.15	\$1.39	\$1.93
14	07/20/2000	13,734	4,893	6,153	0.03249	0.988	0.98	0.989	\$285.81	\$5.35	\$3.18	\$2.20
15	07/20/2000	14,472	4,890	6,153	0.03308	0.987	0.977	0.989	\$299.63	\$6.22	\$3.72	\$2.24

Exhibit-1-40

**DATA FROM ISO AND PX**

**CALCULATIONS**

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
16	07/20/2000	14,148	4,884	7,497	0.03175	0.986	0.956	0.989
17	07/20/2000	13,212	4,887	7,938	0.03045	0.978	0.974	0.989
18	07/20/2000	13,770	4,881	9,324	0.02989	0.988	0.981	0.989
19	07/20/2000	15,678	4,872	9,156	0.02679	0.989	0.985	0.989
20	07/20/2000	16,848	4,872	9,765	0.02578	0.979	0.97	0.989
21	07/20/2000	16,290	4,872	9,492	0.02179	0.985	0.981	0.989
22	07/20/2000	15,336	4,875	9,723	0.02008	0.989	0.979	0.989
23	07/20/2000	16,326	4,875	10,584	0.01999	0.978	0.975	0.989
24	07/20/2000	16,434	4,881	10,899	0.01987	0.987	0.981	0.989
1	07/21/2000	15,642	4,890	9,408	0.02179	0.968	0.967	0.989
2	07/21/2000	14,148	4,893	9,849	0.0205	0.975	0.965	0.989
3	07/21/2000	13,230	4,893	10,101	0.02066	0.951	0.958	0.989
4	07/21/2000	13,338	4,890	10,542	0.02479	0.976	0.979	0.989
5	07/21/2000	12,186	4,884	10,143	0.0288	0.984	0.988	0.989
6	07/21/2000	11,088	4,881	9,996	0.02914	0.999	0.996	0.989
7	07/21/2000	11,232	4,878	9,114	0.02915	0.976	0.966	0.989
8	07/21/2000	12,420	4,872	7,329	0.02916	0.967	0.964	0.989
9	07/21/2000	8,622	4,889	6,300	0.02988	0.987	0.981	0.989
10	07/21/2000	6,102	4,866	5,124	0.03005	0.968	0.978	0.989
11	07/21/2000	3,618	4,869	2,961	0.03019	0.978	0.973	0.989
12	07/21/2000	1,872	4,860	1,932	0.03075	0.987	0.975	0.989
13	07/21/2000	2,358	4,860	1,869	0.03158	0.997	0.991	0.989
14	07/21/2000	1,854	4,854	1,743	0.03249	0.988	0.98	0.989
15	07/21/2000	1,674	4,860	1,281	0.03308	0.987	0.977	0.989
16	07/21/2000	702	4,857	882	0.03175	0.986	0.956	0.989
17	07/21/2000	414	4,869	378	0.03045	0.978	0.974	0.989
18	07/21/2000	486	4,884	168	0.02989	0.988	0.981	0.989
19	07/21/2000	72	4,884	0	0.02679	0.989	0.985	0.989
20	07/21/2000	0	4,890	0	0.02578	0.979	0.97	0.989
21	07/21/2000	126	4,887	0	0.02179	0.985	0.981	0.989
22	07/21/2000	216	4,887	336	0.02008	0.989	0.979	0.989
23	07/21/2000	162	4,884	63	0.01999	0.978	0.975	0.989

0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
\$299.01	\$6.29	\$6.82	\$2.62
\$281.45	\$8.85	\$3.87	\$2.66
\$296.84	\$4.94	\$2.77	\$3.07
\$282.52	\$4.62	\$1.96	\$2.70
\$288.15	\$9.12	\$3.77	\$2.77
\$237.12	\$5.32	\$2.02	\$2.28
\$213.38	\$3.39	\$2.06	\$2.15
\$225.56	\$7.18	\$2.44	\$2.33
\$227.23	\$4.25	\$1.84	\$2.38
\$231.60	\$10.91	\$3.52	\$2.26
\$210.25	\$7.25	\$3.51	\$2.22
\$207.00	\$13.39	\$4.25	\$2.30
\$253.19	\$7.94	\$2.55	\$2.87
\$278.23	\$5.62	\$1.69	\$3.21
\$268.60	\$0.32	\$0.57	\$3.20
\$261.02	\$7.86	\$4.83	\$2.92
\$254.87	\$11.95	\$5.11	\$2.35
\$209.93	\$3.35	\$2.76	\$2.07
\$171.67	\$5.87	\$3.22	\$1.69
\$122.69	\$2.40	\$3.97	\$0.98
\$94.58	\$0.75	\$3.74	\$0.65
\$101.87	\$0.22	\$1.38	\$0.65
\$97.47	\$0.72	\$3.15	\$0.62
\$91.77	\$0.72	\$3.70	\$0.47
\$72.60	\$0.31	\$6.79	\$0.31
\$61.19	\$0.28	\$3.85	\$0.13
\$58.76	\$0.17	\$2.77	\$0.06
\$47.13	\$0.02	\$1.96	\$0.00
\$44.75	\$0.00	\$3.78	\$0.00
\$38.78	\$0.04	\$2.02	\$0.00
\$38.77	\$0.05	\$2.06	\$0.07
\$36.26	\$0.07	\$2.44	\$0.01

Exhibit-1-41

EXHIBIT B.  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS	GPVV	GC	PX HOURLY DAY AHEAD PRICE	GMMCS	GMMVV	GMMC	0.355 *PX* Hourly Price	GMMCS	GMMVV	GMMC
		Total kWh	Total kWh	Total kWh		GMM	GMM	GMM		GMM	GMM	GMM
24	07/21/2000	36	4,884	0	0.01987	0.987	0.981	0.989	\$34.70	\$0.01	\$1.84	\$0.00
1	07/22/2000	252	4,878	0	0.02179	0.968	0.967	0.989	\$39.68	\$0.18	\$3.51	\$0.00
2	07/22/2000	684	4,869	168	0.0205	0.975	0.965	0.989	\$41.63	\$0.35	\$3.49	\$0.04
3	07/22/2000	630	4,869	1,155	0.02066	0.951	0.958	0.989	\$48.80	\$0.64	\$4.22	\$0.26
4	07/22/2000	558	4,860	1,827	0.02479	0.976	0.979	0.989	\$63.76	\$0.33	\$2.53	\$0.50
5	07/22/2000	1,116	4,857	819	0.0288	0.984	0.988	0.989	\$69.44	\$0.51	\$1.68	\$0.26
6	07/22/2000	2,214	4,851	1,071	0.02914	0.999	0.996	0.989	\$84.16	\$0.06	\$0.57	\$0.34
7	07/22/2000	3,618	4,848	1,974	0.02915	0.976	0.966	0.989	\$108.04	\$2.53	\$4.80	\$0.63
8	07/22/2000	5,166	4,842	2,877	0.02916	0.967	0.964	0.989	\$133.38	\$4.97	\$5.08	\$0.92
9	07/22/2000	6,912	4,842	3,171	0.02988	0.987	0.981	0.989	\$158.32	\$2.68	\$2.75	\$1.04
10	07/22/2000	7,038	4,839	3,423	0.03005	0.968	0.978	0.989	\$163.22	\$6.77	\$3.20	\$1.13
11	07/22/2000	6,696	4,839	3,864	0.03019	0.978	0.973	0.989	\$165.04	\$4.45	\$3.94	\$1.28
12	07/22/2000	8,352	4,848	4,662	0.03075	0.987	0.975	0.989	\$194.99	\$3.34	\$3.73	\$1.58
13	07/22/2000	8,262	4,851	5,187	0.03158	0.997	0.991	0.989	\$205.16	\$0.78	\$1.38	\$1.80
14	07/22/2000	8,964	4,854	5,481	0.03249	0.988	0.98	0.989	\$222.59	\$3.49	\$3.15	\$1.96
15	07/22/2000	9,540	4,860	5,796	0.03308	0.987	0.977	0.989	\$237.17	\$4.10	\$3.70	\$2.11
16	07/22/2000	10,638	4,875	6,279	0.03175	0.986	0.956	0.989	\$245.62	\$4.73	\$6.81	\$2.19
17	07/22/2000	11,196	4,860	5,796	0.03045	0.978	0.974	0.989	\$236.21	\$7.50	\$3.85	\$1.94
18	07/22/2000	11,016	4,860	5,985	0.02989	0.988	0.981	0.989	\$231.97	\$3.95	\$2.76	\$1.97
19	07/22/2000	10,296	4,860	5,943	0.02679	0.989	0.985	0.989	\$200.66	\$3.03	\$1.95	\$1.75
20	07/22/2000	6,840	4,866	5,313	0.02578	0.979	0.97	0.989	\$155.76	\$3.70	\$3.76	\$1.51
21	07/22/2000	7,866	4,875	5,334	0.02179	0.985	0.981	0.989	\$139.82	\$2.57	\$2.02	\$1.28
22	07/22/2000	8,604	4,866	5,502	0.02008	0.989	0.979	0.989	\$135.24	\$1.90	\$2.05	\$1.22
23	07/22/2000	8,028	4,869	5,523	0.01999	0.978	0.975	0.989	\$130.72	\$3.53	\$2.43	\$1.21
24	07/22/2000	7,794	4,872	5,313	0.01987	0.987	0.981	0.989	\$126.82	\$2.01	\$1.84	\$1.16
1	07/23/2000	9,126	4,884	6,342	0.02179	0.968	0.967	0.989	\$157.43	\$6.36	\$3.51	\$1.52
2	07/23/2000	11,286	4,887	7,266	0.0205	0.975	0.965	0.989	\$170.58	\$5.78	\$3.51	\$1.64
3	07/23/2000	12,024	4,884	7,308	0.02066	0.951	0.958	0.989	\$177.61	\$12.17	\$4.24	\$1.66
4	07/23/2000	11,736	4,890	6,804	0.02479	0.976	0.979	0.989	\$206.19	\$6.98	\$2.55	\$1.86
5	07/23/2000	11,250	4,890	5,733	0.0288	0.984	0.988	0.989	\$223.63	\$5.18	\$1.69	\$1.82
6	07/23/2000	10,602	4,884	5,481	0.02914	0.999	0.996	0.989	\$216.90	\$0.31	\$0.57	\$1.76
7	07/23/2000	8,550	4,887	6,426	0.02915	0.976	0.966	0.989	\$205.55	\$5.98	\$4.84	\$2.06

Exhibit-1-42

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM	0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
8	07/23/2000	8,730	4,872	5,943	0.02916	0.967	0.964	0.989	\$202.33	\$8.40	\$5.11	\$1.91
9	07/23/2000	9,900	4,893	5,628	0.02988	0.987	0.981	0.989	\$216.61	\$3.85	\$2.78	\$1.85
10	07/23/2000	11,088	4,887	5,418	0.03005	0.968	0.978	0.989	\$228.22	\$10.66	\$3.23	\$1.79
11	07/23/2000	10,584	4,872	5,187	0.03019	0.978	0.973	0.989	\$221.24	\$7.03	\$3.97	\$1.72
12	07/23/2000	10,458	4,872	5,292	0.03075	0.987	0.975	0.989	\$225.11	\$4.18	\$3.75	\$1.79
13	07/23/2000	9,918	4,872	5,271	0.03158	0.997	0.991	0.989	\$224.90	\$0.94	\$1.38	\$1.83
14	07/23/2000	10,152	4,869	4,557	0.03249	0.988	0.98	0.989	\$225.81	\$3.96	\$3.16	\$1.63
15	07/23/2000	9,954	4,866	5,040	0.03308	0.987	0.977	0.989	\$233.22	\$4.28	\$3.70	\$1.83
16	07/23/2000	9,648	4,875	4,872	0.03175	0.986	0.956	0.989	\$218.61	\$4.29	\$6.81	\$1.70
17	07/23/2000	11,448	4,893	3,234	0.03045	0.978	0.974	0.989	\$211.60	\$7.67	\$3.87	\$1.08
18	07/23/2000	10,980	4,896	1,659	0.02989	0.988	0.981	0.989	\$186.06	\$3.94	\$2.78	\$0.55
19	07/23/2000	9,396	4,899	1,764	0.02679	0.989	0.985	0.989	\$152.73	\$2.77	\$1.97	\$0.52
20	07/23/2000	12,672	4,890	2,478	0.02578	0.979	0.97	0.989	\$183.40	\$6.86	\$3.78	\$0.70
21	07/23/2000	12,654	4,896	3,171	0.02179	0.985	0.981	0.989	\$160.29	\$4.14	\$2.08	\$0.76
22	07/23/2000	12,150	4,896	4,305	0.02008	0.989	0.979	0.989	\$152.20	\$2.68	\$2.06	\$0.95
23	07/23/2000	12,114	4,905	6,090	0.01999	0.978	0.975	0.989	\$163.99	\$5.33	\$2.45	\$1.34
24	07/23/2000	14,850	4,896	6,573	0.01987	0.987	0.981	0.989	\$185.65	\$3.84	\$1.85	\$1.44
1	07/24/2000	13,770	4,896	6,363	0.02179	0.968	0.967	0.989	\$193.61	\$9.60	\$3.52	\$1.53
2	07/24/2000	15,696	4,884	8,799	0.0205	0.975	0.965	0.989	\$213.81	\$8.04	\$3.50	\$1.98
3	07/24/2000	17,982	4,704	10,479	0.02066	0.951	0.958	0.989	\$243.24	\$18.20	\$4.08	\$2.38
4	07/24/2000	17,946	4,389	10,773	0.02479	0.976	0.979	0.989	\$291.37	\$10.68	\$2.28	\$2.94
5	07/24/2000	17,892	4,386	10,899	0.0288	0.984	0.988	0.989	\$339.20	\$8.24	\$1.52	\$3.45
6	07/24/2000	18,252	4,134	11,340	0.02914	0.999	0.996	0.989	\$348.89	\$0.53	\$0.48	\$3.63
7	07/24/2000	19,080	4,068	11,571	0.02915	0.976	0.966	0.989	\$359.28	\$13.35	\$4.03	\$3.71
8	07/24/2000	19,566	4,062	11,214	0.02916	0.967	0.964	0.989	\$360.68	\$18.83	\$4.26	\$3.60
9	07/24/2000	19,764	4,062	10,563	0.02988	0.987	0.981	0.989	\$364.78	\$7.68	\$2.31	\$3.47
10	07/24/2000	19,638	4,062	10,500	0.03005	0.968	0.978	0.989	\$364.84	\$18.88	\$2.69	\$3.47
11	07/24/2000	19,548	4,167	10,269	0.03019	0.978	0.973	0.989	\$364.22	\$12.98	\$3.40	\$3.41
12	07/24/2000	18,090	4,824	11,739	0.03075	0.987	0.975	0.989	\$378.28	\$7.23	\$3.71	\$3.97
13	07/24/2000	19,170	4,836	11,886	0.03158	0.997	0.991	0.989	\$402.38	\$1.82	\$1.37	\$4.13
14	07/24/2000	19,908	4,827	12,516	0.03249	0.988	0.98	0.989	\$429.65	\$7.76	\$3.14	\$4.47
15	07/24/2000	19,386	4,839	12,600	0.03308	0.987	0.977	0.989	\$432.45	\$8.34	\$3.68	\$4.58

Exhibit-1-43

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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16	07/24/2000	20,538	4,842	12,558	0.03175	0.986	0.956	0.989	\$427.61	\$9.13	\$6.76	\$4.39
17	07/24/2000	19,314	4,845	12,075	0.03045	0.978	0.974	0.989	\$391.68	\$12.94	\$3.84	\$4.04
18	07/24/2000	20,772	4,851	12,558	0.02989	0.988	0.981	0.989	\$405.14	\$7.45	\$2.75	\$4.13
19	07/24/2000	20,340	4,854	13,818	0.02679	0.989	0.985	0.989	\$371.02	\$5.99	\$1.95	\$4.07
20	07/24/2000	20,052	4,851	13,755	0.02578	0.979	0.97	0.989	\$353.79	\$10.86	\$3.75	\$3.90
21	07/24/2000	19,854	4,860	13,125	0.02179	0.985	0.981	0.989	\$292.70	\$6.49	\$2.01	\$3.15
22	07/24/2000	19,440	4,866	12,726	0.02008	0.989	0.979	0.989	\$263.98	\$4.29	\$2.05	\$2.81
23	07/24/2000	18,882	4,872	12,075	0.01999	0.978	0.975	0.989	\$254.26	\$8.30	\$2.43	\$2.66
24	07/24/2000	17,964	4,872	11,760	0.01987	0.987	0.981	0.989	\$244.03	\$4.64	\$1.84	\$2.57
1	07/25/2000	18,180	4,872	12,537	0.02179	0.968	0.967	0.989	\$275.30	\$12.68	\$3.50	\$3.00
2	07/25/2000	18,072	4,866	11,193	0.0205	0.975	0.965	0.989	\$248.39	\$9.26	\$3.49	\$2.52
3	07/25/2000	17,460	4,860	9,282	0.02066	0.951	0.958	0.989	\$231.78	\$17.68	\$4.22	\$2.11
4	07/25/2000	15,642	4,860	10,416	0.02479	0.976	0.979	0.989	\$272.09	\$9.31	\$2.53	\$2.84
5	07/25/2000	13,968	4,851	10,038	0.0288	0.984	0.988	0.989	\$295.03	\$6.44	\$1.68	\$3.18
6	07/25/2000	11,214	4,848	10,626	0.02914	0.999	0.996	0.989	\$276.08	\$0.33	\$0.57	\$3.41
7	07/25/2000	10,458	4,842	9,219	0.02915	0.976	0.966	0.989	\$253.73	\$7.32	\$4.80	\$2.96
8	07/25/2000	8,586	4,854	7,686	0.02916	0.967	0.964	0.989	\$218.69	\$8.26	\$5.10	\$2.47
9	07/25/2000	8,676	4,854	6,930	0.02988	0.987	0.981	0.989	\$217.03	\$3.37	\$2.76	\$2.28
10	07/25/2000	8,694	4,857	8,337	0.03005	0.968	0.978	0.989	\$233.50	\$8.36	\$3.21	\$2.76
11	07/25/2000	7,884	4,848	7,602	0.03019	0.978	0.973	0.989	\$217.93	\$5.24	\$3.95	\$2.52
12	07/25/2000	6,750	4,845	7,308	0.03075	0.987	0.975	0.989	\$206.35	\$2.70	\$3.72	\$2.47
13	07/25/2000	6,912	4,878	7,014	0.03158	0.997	0.991	0.989	\$210.81	\$0.65	\$1.39	\$2.44
14	07/25/2000	4,554	4,875	7,350	0.03249	0.988	0.98	0.989	\$193.53	\$1.78	\$3.17	\$2.63
15	07/25/2000	5,274	4,875	6,174	0.03308	0.987	0.977	0.989	\$191.69	\$2.27	\$3.71	\$2.25
16	07/25/2000	4,608	4,881	4,221	0.03175	0.986	0.956	0.989	\$154.53	\$2.05	\$6.82	\$1.47
17	07/25/2000	4,158	4,902	3,864	0.03045	0.978	0.974	0.989	\$139.71	\$2.79	\$3.88	\$1.29
18	07/25/2000	2,682	4,920	4,998	0.02989	0.988	0.981	0.989	\$133.70	\$0.96	\$2.79	\$1.64
19	07/25/2000	1,224	4,926	4,053	0.02679	0.989	0.985	0.989	\$97.04	\$0.36	\$1.98	\$1.19
20	07/25/2000	1,080	4,923	1,953	0.02578	0.979	0.97	0.989	\$72.81	\$0.58	\$3.81	\$0.55
21	07/25/2000	198	4,923	1,617	0.02179	0.985	0.981	0.989	\$52.12	\$0.06	\$2.04	\$0.39
22	07/25/2000	54	4,920	1,386	0.02008	0.989	0.979	0.989	\$45.34	\$0.01	\$2.07	\$0.31
23	07/25/2000	36	4,932	1,848	0.01999	0.978	0.975	0.989	\$48.37	\$0.02	\$2.46	\$0.41

Exhibit-1-44

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS	GPVV	GC	PX HOURLY	GMMCS	GMMVV	GMMC	0.355 *PX* Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
		Total kWh	Total kWh	Total kWh	DAY AHEAD PRICE	GMM	GMM	GMM				
24	07/25/2000	234	4,959	2,793	0.01987	0.987	0.981	0.989	\$56.33	\$0.06	\$1.87	\$0.61
1	07/26/2000	684	4,953	4,536	0.02179	0.968	0.967	0.989	\$78.69	\$0.48	\$3.56	\$1.09
2	07/26/2000	1,800	4,920	5,649	0.0205	0.975	0.965	0.989	\$90.02	\$0.92	\$3.53	\$1.27
3	07/26/2000	2,952	4,911	6,636	0.02066	0.951	0.958	0.989	\$106.34	\$2.99	\$4.26	\$1.51
4	07/26/2000	4,410	4,899	6,132	0.02479	0.976	0.979	0.989	\$135.89	\$2.62	\$2.55	\$1.67
5	07/26/2000	5,220	4,890	5,586	0.0288	0.984	0.988	0.989	\$160.48	\$2.41	\$1.69	\$1.77
6	07/26/2000	4,356	4,878	6,804	0.02914	0.999	0.996	0.989	\$165.91	\$0.13	\$0.57	\$2.18
7	07/26/2000	4,302	4,872	8,253	0.02915	0.976	0.966	0.989	\$180.34	\$3.01	\$4.83	\$2.65
8	07/26/2000	5,256	4,863	7,896	0.02916	0.967	0.964	0.989	\$186.49	\$5.06	\$5.10	\$2.53
9	07/26/2000	5,328	4,854	7,455	0.02988	0.987	0.981	0.989	\$187.08	\$2.07	\$2.76	\$2.45
10	07/26/2000	5,850	4,848	9,051	0.03005	0.968	0.978	0.989	\$210.68	\$5.63	\$3.21	\$2.99
11	07/26/2000	8,532	4,842	8,841	0.03019	0.978	0.973	0.989	\$238.09	\$5.67	\$3.95	\$2.94
12	07/26/2000	10,368	4,839	6,699	0.03075	0.987	0.975	0.989	\$239.13	\$4.14	\$3.72	\$2.27
13	07/26/2000	9,738	4,845	5,964	0.03158	0.997	0.991	0.989	\$230.35	\$0.92	\$1.38	\$2.07
14	07/26/2000	9,738	4,842	6,006	0.03249	0.988	0.98	0.989	\$237.44	\$3.80	\$3.15	\$2.15
15	07/26/2000	9,900	4,836	7,329	0.03308	0.987	0.977	0.989	\$259.12	\$4.26	\$3.68	\$2.67
16	07/26/2000	9,324	4,833	7,035	0.03175	0.986	0.956	0.989	\$238.86	\$4.14	\$6.75	\$2.46
17	07/26/2000	8,820	4,827	6,468	0.03045	0.978	0.974	0.989	\$217.44	\$5.91	\$3.82	\$2.17
18	07/26/2000	8,298	4,827	6,594	0.02989	0.988	0.981	0.989	\$209.24	\$2.98	\$2.74	\$2.17
19	07/26/2000	9,504	4,830	7,245	0.02679	0.989	0.985	0.989	\$205.23	\$2.80	\$1.94	\$2.14
20	07/26/2000	10,746	4,824	7,413	0.02578	0.979	0.97	0.989	\$210.34	\$5.82	\$3.73	\$2.10
21	07/26/2000	12,420	4,827	8,883	0.02179	0.985	0.981	0.989	\$202.13	\$4.06	\$2.00	\$2.13
22	07/26/2000	12,690	4,827	8,988	0.02008	0.989	0.979	0.989	\$188.94	\$2.80	\$2.04	\$1.99
23	07/26/2000	14,040	4,830	9,408	0.01999	0.978	0.975	0.989	\$200.67	\$6.17	\$2.41	\$2.07
24	07/26/2000	13,050	4,830	9,177	0.01987	0.987	0.981	0.989	\$190.86	\$3.37	\$1.82	\$2.01
1	07/27/2000	14,022	4,827	9,639	0.02179	0.968	0.967	0.989	\$220.37	\$9.78	\$3.47	\$2.31
2	07/27/2000	14,418	4,827	9,576	0.0205	0.975	0.965	0.989	\$209.74	\$7.39	\$3.46	\$2.16
3	07/27/2000	14,544	4,830	10,164	0.02066	0.951	0.958	0.989	\$216.64	\$14.72	\$4.19	\$2.31
4	07/27/2000	16,902	4,824	11,109	0.02479	0.976	0.979	0.989	\$288.96	\$10.06	\$2.51	\$3.03
5	07/27/2000	17,532	4,818	9,807	0.0288	0.984	0.988	0.989	\$328.77	\$8.08	\$1.67	\$3.11
6	07/27/2000	14,472	4,812	10,584	0.02914	0.999	0.996	0.989	\$308.98	\$0.42	\$0.56	\$3.39
7	07/27/2000	14,994	4,806	10,374	0.02915	0.976	0.966	0.989	\$312.25	\$10.49	\$4.76	\$3.33

Exhibit-1-45

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX *	GMMCS GMM	GMMVV GMM	GMMC GMM
Hourly Price	LOSSES	LOSSES	LOSSES

Exhibit-1-46

8	07/27/2000	14,346	4,794	11,172	0.02916	0.967	0.964	0.989	\$313.78	\$13.80	\$5.03	\$3.58
9	07/27/2000	15,390	4,785	10,857	0.02988	0.987	0.981	0.989	\$329.17	\$5.98	\$2.72	\$3.57
10	07/27/2000	15,696	4,779	12,558	0.03005	0.968	0.978	0.989	\$352.39	\$15.09	\$3.16	\$4.15
11	07/27/2000	16,182	4,770	11,424	0.03019	0.978	0.973	0.989	\$346.99	\$10.75	\$3.89	\$3.79
12	07/27/2000	16,380	4,758	10,542	0.03075	0.987	0.975	0.989	\$345.83	\$6.55	\$3.66	\$3.57
13	07/27/2000	16,362	4,749	9,660	0.03158	0.997	0.991	0.989	\$344.97	\$1.55	\$1.35	\$3.36
14	07/27/2000	17,298	4,749	10,521	0.03249	0.988	0.98	0.989	\$375.64	\$6.74	\$3.09	\$3.76
15	07/27/2000	18,900	4,737	11,403	0.03308	0.987	0.977	0.989	\$411.49	\$8.13	\$3.60	\$4.15
16	07/27/2000	18,702	4,743	11,970	0.03175	0.986	0.956	0.989	\$399.17	\$8.31	\$6.63	\$4.18
17	07/27/2000	17,154	4,773	12,222	0.03045	0.978	0.974	0.989	\$369.14	\$11.49	\$3.78	\$4.09
18	07/27/2000	16,308	4,797	12,873	0.02989	0.988	0.981	0.989	\$360.54	\$5.85	\$2.72	\$4.23
19	07/27/2000	14,976	4,806	12,768	0.02679	0.989	0.985	0.989	\$309.57	\$4.41	\$1.93	\$3.76
20	07/27/2000	14,040	4,806	10,752	0.02578	0.979	0.97	0.989	\$270.88	\$7.60	\$3.72	\$3.05
21	07/27/2000	11,970	4,800	11,088	0.02179	0.985	0.981	0.989	\$215.49	\$3.91	\$1.99	\$2.66
22	07/27/2000	16,344	4,791	11,886	0.02008	0.989	0.979	0.989	\$235.39	\$3.61	\$2.02	\$2.63
23	07/27/2000	19,512	4,782	10,374	0.01999	0.978	0.975	0.989	\$246.02	\$8.58	\$2.39	\$2.28
24	07/27/2000	20,304	4,779	9,555	0.01987	0.987	0.981	0.989	\$244.33	\$5.24	\$1.80	\$2.09
1	07/28/2000	20,142	4,770	8,673	0.02179	0.968	0.967	0.989	\$259.80	\$14.04	\$3.43	\$2.08
2	07/28/2000	21,096	4,761	10,689	0.0205	0.975	0.965	0.989	\$265.96	\$10.81	\$3.42	\$2.41
3	07/28/2000	20,862	4,755	11,172	0.02066	0.951	0.958	0.989	\$269.82	\$21.12	\$4.13	\$2.54
4	07/28/2000	20,700	4,746	10,626	0.02479	0.976	0.979	0.989	\$317.45	\$12.32	\$2.47	\$2.90
5	07/28/2000	20,484	4,740	11,109	0.0288	0.984	0.988	0.989	\$371.47	\$9.44	\$1.64	\$3.52
6	07/28/2000	19,584	4,728	11,172	0.02914	0.999	0.996	0.989	\$367.07	\$0.57	\$0.55	\$3.58
7	07/28/2000	19,278	4,722	10,353	0.02915	0.976	0.966	0.989	\$355.49	\$13.49	\$4.68	\$3.32
8	07/28/2000	18,324	4,719	9,744	0.02916	0.967	0.964	0.989	\$339.40	\$17.63	\$4.95	\$3.13
9	07/28/2000	17,370	4,707	9,429	0.02988	0.987	0.981	0.989	\$334.20	\$6.75	\$2.67	\$3.10
10	07/28/2000	18,990	4,695	8,631	0.03005	0.968	0.978	0.989	\$344.74	\$18.26	\$3.10	\$2.85
11	07/28/2000	19,872	4,689	7,644	0.03019	0.978	0.973	0.989	\$345.16	\$13.20	\$3.82	\$2.54
12	07/28/2000	20,448	4,686	8,022	0.03075	0.987	0.975	0.989	\$361.94	\$8.17	\$3.60	\$2.71
13	07/28/2000	20,736	4,683	10,185	0.03158	0.997	0.991	0.989	\$399.15	\$1.96	\$1.33	\$3.54
14	07/28/2000	20,322	4,668	12,306	0.03249	0.988	0.98	0.989	\$430.17	\$7.92	\$3.03	\$4.40
15	07/28/2000	19,692	4,659	11,088	0.03308	0.987	0.977	0.989	\$416.17	\$8.47	\$3.54	\$4.03

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
16	07/28/2000	18,360	4,659	9,051	0.03175	0.986	0.956	0.989
17	07/28/2000	18,504	4,650	12,411	0.03045	0.978	0.974	0.989
18	07/28/2000	18,666	4,641	11,802	0.02989	0.988	0.981	0.989
19	07/28/2000	18,702	4,635	11,025	0.02679	0.989	0.985	0.989
20	07/28/2000	19,170	4,629	11,403	0.02578	0.979	0.97	0.989
21	07/28/2000	18,630	4,617	11,655	0.02179	0.985	0.981	0.989
22	07/28/2000	18,072	4,605	12,684	0.02008	0.989	0.979	0.989
23	07/28/2000	17,550	4,602	12,495	0.01999	0.978	0.975	0.989
24	07/28/2000	16,812	4,590	9,576	0.01987	0.987	0.981	0.989
1	07/29/2000	15,480	4,572	9,744	0.02179	0.968	0.967	0.989
2	07/29/2000	14,364	4,563	9,240	0.0205	0.975	0.965	0.989
3	07/29/2000	13,770	4,563	10,353	0.02066	0.951	0.958	0.989
4	07/29/2000	12,600	4,566	9,450	0.02479	0.976	0.979	0.989
5	07/29/2000	12,204	4,563	9,660	0.0288	0.984	0.988	0.989
6	07/29/2000	11,754	4,569	9,471	0.02914	0.999	0.996	0.989
7	07/29/2000	11,736	4,557	8,673	0.02915	0.976	0.966	0.989
8	07/29/2000	10,314	4,548	8,673	0.02916	0.967	0.964	0.989
9	07/29/2000	9,720	4,539	9,618	0.02988	0.987	0.981	0.989
10	07/29/2000	8,532	4,533	9,807	0.03005	0.968	0.978	0.989
11	07/29/2000	8,550	4,527	8,883	0.03019	0.978	0.973	0.989
12	07/29/2000	7,740	4,530	9,240	0.03075	0.987	0.975	0.989
13	07/29/2000	7,074	4,518	8,883	0.03158	0.997	0.991	0.989
14	07/29/2000	6,984	4,521	8,379	0.03249	0.988	0.98	0.989
15	07/29/2000	6,012	4,524	7,098	0.03308	0.987	0.977	0.989
16	07/29/2000	4,932	4,527	6,993	0.03175	0.986	0.956	0.989
17	07/29/2000	2,700	4,548	5,460	0.03045	0.978	0.974	0.989
18	07/29/2000	2,718	4,563	4,326	0.02989	0.988	0.981	0.989
19	07/29/2000	2,826	4,569	3,444	0.02679	0.989	0.985	0.989
20	07/29/2000	1,800	4,566	2,940	0.02578	0.979	0.97	0.989
21	07/29/2000	1,026	4,569	2,688	0.02179	0.985	0.981	0.989
22	07/29/2000	1,350	4,551	3,444	0.02008	0.989	0.979	0.989
23	07/29/2000	1,080	4,467	2,772	0.01999	0.978	0.975	0.989

0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
\$361.47	\$8.16	\$6.51	\$3.16
\$384.45	\$12.40	\$3.68	\$4.16
\$372.54	\$6.70	\$2.64	\$3.88
\$326.80	\$5.51	\$1.86	\$3.25
\$322.17	\$10.38	\$3.58	\$3.23
\$269.98	\$6.09	\$1.91	\$2.79
\$252.07	\$3.99	\$1.94	\$2.80
\$245.87	\$7.72	\$2.30	\$2.75
\$218.51	\$4.34	\$1.73	\$2.09
\$230.49	\$10.79	\$3.29	\$2.34
\$204.99	\$7.36	\$3.27	\$2.08
\$210.39	\$13.94	\$3.96	\$2.35
\$234.23	\$7.50	\$2.38	\$2.58
\$270.19	\$5.62	\$1.58	\$3.06
\$266.83	\$0.34	\$0.53	\$3.04
\$258.35	\$8.21	\$4.52	\$2.78
\$243.63	\$9.92	\$4.77	\$2.78
\$253.27	\$3.78	\$2.58	\$3.16
\$243.99	\$8.20	\$3.00	\$3.24
\$235.36	\$5.68	\$3.69	\$2.95
\$234.81	\$3.09	\$3.48	\$3.13
\$229.54	\$0.67	\$1.28	\$3.09
\$229.34	\$2.72	\$2.94	\$2.99
\$207.08	\$2.59	\$3.44	\$2.58
\$185.43	\$2.19	\$6.32	\$2.44
\$137.37	\$1.81	\$3.60	\$1.83
\$123.16	\$0.97	\$2.59	\$1.42
\$103.08	\$0.83	\$1.84	\$1.01
\$85.17	\$0.97	\$3.53	\$0.83
\$64.07	\$0.34	\$1.89	\$0.64
\$66.61	\$0.30	\$1.92	\$0.76
\$59.04	\$0.47	\$2.23	\$0.61

Exhibit-1-47

EXHIBIT B  
Termination Agreement

DATA FROM ISO AND PX

CALCULATIONS

HOUR NDIN	DATE	GPCS Total kWh	GPVV Total kWh	GC Total kWh	PX HOURLY DAY AHEAD PRICE	GMMCS GMM	GMMVV GMM	GMMC GMM
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0.355 * PX * Hourly Price	GMMCS GMM LOSSES	GMMVV GMM LOSSES	GMMC GMM LOSSES
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24	07/29/2000	558	4,425	3,465	0.01987	0.987	0.981	0.989	\$59.59	\$0.14	\$1.67	\$0.76
1	07/30/2000	522	4,410	3,066	0.02179	0.968	0.967	0.989	\$61.87	\$0.36	\$3.17	\$0.73
2	07/30/2000	774	4,407	3,003	0.0205	0.975	0.965	0.989	\$59.56	\$0.40	\$3.16	\$0.68
3	07/30/2000	954	4,392	3,486	0.02066	0.951	0.958	0.989	\$64.78	\$0.97	\$3.81	\$0.79
4	07/30/2000	1,944	4,377	4,515	0.02479	0.976	0.979	0.989	\$95.36	\$1.16	\$2.28	\$1.23
5	07/30/2000	1,602	4,368	5,460	0.0288	0.984	0.988	0.989	\$116.86	\$0.74	\$1.51	\$1.73
6	07/30/2000	1,962	4,353	6,321	0.02914	0.999	0.996	0.989	\$130.72	\$0.06	\$0.51	\$2.03
7	07/30/2000	2,268	4,341	6,909	0.02915	0.976	0.966	0.989	\$139.89	\$1.59	\$4.30	\$2.22
8	07/30/2000	2,718	4,278	7,770	0.02916	0.967	0.964	0.989	\$152.85	\$2.62	\$4.49	\$2.49
9	07/30/2000	3,024	4,200	7,812	0.02988	0.987	0.981	0.989	\$159.49	\$1.17	\$2.38	\$2.57
10	07/30/2000	3,978	4,212	7,770	0.03005	0.968	0.978	0.989	\$170.26	\$3.83	\$2.78	\$2.57
11	07/30/2000	6,462	4,215	7,707	0.03019	0.978	0.973	0.989	\$197.03	\$4.29	\$3.44	\$2.56
12	07/30/2000	7,992	4,221	7,665	0.03075	0.987	0.975	0.989	\$216.99	\$3.19	\$3.24	\$2.59
13	07/30/2000	10,098	4,224	7,623	0.03158	0.997	0.991	0.989	\$246.02	\$0.96	\$1.20	\$2.65
14	07/30/2000	13,158	4,218	8,442	0.03249	0.988	0.98	0.989	\$297.78	\$5.13	\$2.74	\$3.02
15	07/30/2000	14,814	4,218	8,694	0.03308	0.987	0.977	0.989	\$325.60	\$6.37	\$3.21	\$3.16
16	07/30/2000	14,616	4,209	8,925	0.03175	0.986	0.956	0.989	\$312.78	\$6.50	\$5.88	\$3.12
17	07/30/2000	14,886	4,203	8,883	0.03045	0.978	0.974	0.989	\$302.37	\$9.97	\$3.33	\$2.98
18	07/30/2000	14,760	4,200	8,295	0.02989	0.988	0.981	0.989	\$289.20	\$5.29	\$2.39	\$2.73
19	07/30/2000	13,464	4,203	8,988	0.02679	0.989	0.985	0.989	\$253.50	\$3.97	\$1.69	\$2.65
20	07/30/2000	11,790	4,209	8,841	0.02578	0.979	0.97	0.989	\$227.33	\$6.38	\$3.26	\$2.51
21	07/30/2000	10,836	4,206	7,434	0.02179	0.985	0.981	0.989	\$173.86	\$3.54	\$1.74	\$1.78
22	07/30/2000	10,170	4,206	5,880	0.02008	0.989	0.979	0.989	\$144.39	\$2.25	\$1.77	\$1.30
23	07/30/2000	10,026	4,212	6,405	0.01999	0.978	0.975	0.989	\$146.49	\$4.41	\$2.10	\$1.41
24	07/30/2000	9,234	4,218	6,615	0.01987	0.987	0.931	0.989	\$141.55	\$2.39	\$1.59	\$1.45
1	07/31/2000	8,748	4,224	5,922	0.02179	0.968	0.967	0.989	\$146.15	\$6.10	\$3.04	\$1.42
2	07/31/2000	8,694	4,230	5,901	0.0205	0.975	0.965	0.989	\$137.00	\$4.46	\$3.04	\$1.33
3	07/31/2000	9,324	4,230	5,985	0.02066	0.951	0.958	0.989	\$143.30	\$9.44	\$3.67	\$1.36
4	07/31/2000	11,430	4,224	6,174	0.02479	0.976	0.979	0.989	\$192.10	\$6.80	\$2.20	\$1.68
5	07/31/2000	11,916	4,230	6,027	0.0288	0.984	0.988	0.989	\$226.70	\$5.49	\$1.46	\$1.91
6	07/31/2000	12,816	4,230	6,006	0.02914	0.999	0.996	0.989	\$238.47	\$0.37	\$0.49	\$1.93
7	07/31/2000	12,384	4,230	5,712	0.02915	0.976	0.966	0.989	\$231.04	\$8.66	\$4.19	\$1.83

Exhibit-1-48

**DATA FROM ISO AND PX**

**CALCULATIONS**

HOUR NDIN	DATE	GPCS	GPVV	GC	PX HOURLY	GMMCS	GMMVV	GMMC	0.355	GMMCS	GMMVV	GMMC	
		Total kWh	Total kWh	Total kWh	DAY AHEAD PRICE	GMM	GMM	GMM	* PX *	GMM	GMM	GMM	Hourly Price LOSSES
8	07/31/2000	13,158	4,227	5,733	0.02916	0.967	0.964	0.989	\$239.31	\$12.66	\$4.44	\$1.84	
9	07/31/2000	12,312	4,224	6,216	0.02988	0.987	0.981	0.989	\$241.34	\$4.78	\$2.40	\$2.04	
10	07/31/2000	12,618	4,224	5,670	0.03005	0.968	0.978	0.989	\$240.15	\$12.13	\$2.79	\$1.87	
11	07/31/2000	12,312	4,221	5,439	0.03019	0.978	0.973	0.989	\$235.48	\$8.18	\$3.44	\$1.81	
12	07/31/2000	9,252	4,212	5,502	0.03075	0.987	0.975	0.989	\$207.04	\$3.70	\$3.24	\$1.86	
13	07/31/2000	7,074	4,212	4,914	0.03158	0.997	0.991	0.989	\$181.62	\$0.67	\$1.20	\$1.71	
14	07/31/2000	5,598	4,206	3,045	0.03249	0.988	0.98	0.989	\$148.20	\$2.18	\$2.73	\$1.09	
15	07/31/2000	3,564	4,209	2,709	0.03308	0.987	0.977	0.989	\$123.09	\$1.53	\$3.20	\$0.99	
16	07/31/2000	1,368	4,215	1,953	0.03175	0.986	0.956	0.989	\$84.94	\$0.61	\$5.89	\$0.68	
17	07/31/2000	1,278	4,236	714	0.03045	0.978	0.974	0.989	\$67.32	\$0.86	\$3.35	\$0.24	
18	07/31/2000	540	4,254	567	0.02989	0.988	0.981	0.989	\$56.89	\$0.19	\$2.42	\$0.19	
19	07/31/2000	144	4,266	1,533	0.02679	0.989	0.985	0.989	\$56.52	\$0.04	\$1.71	\$0.45	
20	07/31/2000	270	4,263	1,827	0.02578	0.979	0.97	0.989	\$58.21	\$0.15	\$3.30	\$0.52	
21	07/31/2000	18	4,266	1,197	0.02179	0.985	0.981	0.989	\$42.40	\$0.01	\$1.77	\$0.29	
22	07/31/2000	144	4,263	1,449	0.02008	0.989	0.979	0.989	\$41.74	\$0.03	\$1.80	\$0.32	
23	07/31/2000	846	4,266	1,869	0.01999	0.978	0.975	0.989	\$49.54	\$0.37	\$2.13	\$0.41	
24	07/31/2000	828	4,263	903	0.01987	0.987	0.981	0.989	\$42.28	\$0.21	\$1.61	\$0.20	
<b>TOTALS</b>		7,000,722	3,594,984	4,808,475					\$148,222.58	\$3,465.62	\$2,322.23	\$1,437.32	
		<b>NET GENERATION =</b>			15,404,181								

Exhibit-1-49

**PACIFIC GAS AND ELECTRIC COMPANY**

**EXHIBIT C**

**TO**

**EXHIBIT 1**

**TERMINATION AGREEMENT**

**EXHIBIT C  
TO  
TERMINATION AGREEMENT**

List of agreements included in this exhibit; all are subject to Federal Energy Regulatory Commission approval.

1. Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation (Pardee Powerhouse)
2. Generator Interconnection Agreement (Pardee Powerhouse)
3. Agreement for Installation or Allocation of Special Facilities for Parallel Operation of Nonutility-Owned Generation (Camanche Powerhouse)
4. Generator Interconnection Agreement (Camanche Powerhouse)

**FIRST AMENDMENT TO THE TERMINATION AGREEMENT BETWEEN EAST  
BAY MUNICIPAL UTILITY DISTRICT AND PACIFIC GAS AND ELECTRIC  
COMPANY, DATED OCTOBER 13, 1999**

THIS FIRST AMENDMENT, dated June 18, 2002, is by and between EAST BAY MUNICIPAL UTILITY DISTRICT ("District"), a California municipal utility district, and PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California corporation. District and PG&E are sometimes referred to herein individually as "Party" and collectively as the "Parties."

**RECITALS**

A. District and PG&E are parties to a Termination Agreement ("Termination Agreement"), dated October 13, 1999, by which the parties terminated a Revised Contract for Purchase of Electric Power made February 10, 1981.

B. Exhibit A of the Termination Agreement contains a formula for calculation of base payments from District to PG&E. The formula calculates base payments based, in part, on: "PXh: PX price on an hourly basis. It will be from the day ahead market and the zone in which the powerhouse is located." The Termination Agreement currently defines "PX" as follows: "California Power Exchange or, if the PX ceases operation, then its successor. If there is no single successor, then that market for California electricity that most closely approximates the PX during the last full calendar year period that the PX operated."

C. Since the closure of the California Power Exchange in January 2001, the Parties have been unable to agree on a successor to the California Power Exchange or market for California electricity that most closely approximates the PX during the last full calendar year period that the PX operated. The parties therefore wish to resolve all disputes regarding the

Termination Agreement to date and modify the terms of the Termination Agreement on an interim basis in accordance with the terms set forth below.

### AMENDMENT

THEREFORE, in consideration of the mutual promises and obligations stated herein, the Parties, intending to be legally bound, agree to modify the Termination Agreement as follows:

#### 1. TEMPORARY PAYMENT FORMULA MODIFICATIONS

a. **Temporary Base Payments:** Commencing with the hour ending 01 on January 1, 2002 and continuing until such time that a "PX Substitute" becomes available under the provisions of Paragraph 3 below, District shall make Temporary Base Payments to PG&E in accordance with the Temporary Base Payment Formula set forth in Sub-section (3) below in lieu of the Base Payment set forth in Section 1 of Exhibit A of the Termination Agreement.

(1) Additional Definitions: For purposes of computing the Temporary Base Payment, the following terms shall have the following meanings:

Gross Billable Revenues:

Gross Billable Revenues shall include all net monthly billings from District's sales of project power for that month to all third parties such as, but not limited to, the APX, DWR, ISO (including net Uninstructed Energy such as Charge Type 407), and other utilities, except for the specifically excluded revenues and/or charges included in the "Excluded Revenue and Charges" definition below.

Excluded Revenue and Charges:

The following items are specifically excluded from the Gross Billable Revenues defined above: green premium revenues; renewable subsidy payments and revenues from the CEC; ancillary services or capacity reservation payments; and all Scheduling Coordinator, ISO and/or other similar fees, charges, penalties or adjustments, including Grid Management Charges for Operations, Charge Type 524, and deviation penalties for not following generation schedules such as Charge Type 487.

SUG: The amount of self-use generation in MWh scheduled and delivered to any EBMUD facilities other than "Project Power" used at Camanche Power House, Pardee Power House, and Camp Pardee.

(2) All Other Terms: For the purposes of computing the Temporary Base Payment, all other terms contained in the Temporary Base Payment Formula that are not defined in the above paragraphs shall have the same meanings as defined in Paragraph 1(a) of Exhibit A to the Termination Agreement.

(3) Temporary Base Payment Formula

$\Sigma 0.355 * \text{District's Gross Billable Revenues}$   
minus  $\Sigma \text{CC} * (\text{GPCS} + \text{GPVV} + \text{GC})$   
minus Four-Thousand Nine-Hundred and Seventy-Six Dollars (\$4,976.00)  
minus  $[\Sigma (1 - \text{GMMCS}) * \text{GPCS}] * \text{District's Gross Billable Revenue} / \Sigma (\text{GPCS} + \text{GPVV} + \text{GC})$   
minus  $[\Sigma (1 - \text{GMMVV}) * \text{GPVV}] * \text{District's Gross Billable Revenue} / \Sigma (\text{GPCS} + \text{GPVV} + \text{GC})$   
minus  $[\Sigma (1 - \text{GMMC}) * \text{GC}] * \text{District's Gross Billable Revenues} / \Sigma (\text{GPCS} + \text{GPVV} + \text{GC})$

In the event District uses a portion of the project's total generation to serve its own facilities, other than at Camanche Power House, Pardee Power House and Camp Pardee, District shall make additional monthly payments based on the following Self-Use Formula:

$$0.355 * \text{Gross Billable Revenue} * \Sigma \text{SUG} / \Sigma (\text{GPCS} + \text{GPVV} + \text{GC} - \text{SUG})$$

The Parties agree that if SUG becomes great enough that District no longer has appreciable Gross Billable Revenue, then the Parties shall agree on a replacement temporary base payment formula that represents the fair market value of the project's power. If the Parties cannot agree on a replacement temporary base payment formula, either party may initiate the dispute resolution procedures set forth in the Paragraph 13 of the Termination Agreement.

(4) No Negative Payments: The Parties agree that the Temporary Base Payments shall never be negative.

**b. Audit Rights**

District shall keep complete and accurate records regarding the amounts owed PG&E hereunder. During the term of this Amendment and for six (6) months thereafter, PG&E shall have the right to have an inspection and audit of District's relevant books and records conducted by an independent audit professional chosen and paid by PG&E and reasonably acceptable to District, no more often than once every twelve (12) months, during regular business hours at District's offices and in a manner that does not interfere with District's business operations. If any such audit reveals that District has under paid or overpaid the amounts owed to PG&E under this Agreement, then District shall promptly pay to PG&E the amount owed or PG&E shall promptly refund to District the amount overpaid, as the case may be.

**2. PAYMENT FOR JANUARY 2001 GENERATION**

Within ten (10) days of District's receipt of written notice that the condition precedent set forth in Section 7.a below has been satisfied or waived, District will pay PG&E \$64,876.90, plus interest at the rate of seven percent (7%) per annum from March 1, 2001, to the date actually paid, which amount represents the difference between the amount District has already paid PG&E for January 2001 generation and the Federal Energy Regulatory Commission adjusted PX-based amounts for the January 2001 generation.

**3. RETURN TO ORIGINAL PAYMENT FORMULA USING "PX SUBSTITUTE"**

**a. Return To Original Formula:** The Temporary Payment Formula Modifications described in Section 1 shall be in effect from January 1, 2002 through the remainder of the term of the Termination Agreement; provided, however, that no earlier than June 30, 2004, upon thirty (30) days written notice to the other Party, either Party may elect to return to the Base Payment

Formula set forth in the Termination Agreement using a "PX Substitute" for the remainder of the term of the Termination Agreement.

b. **Definition of "PX Substitute":** For purposes of this provision, "PX Substitute" shall be defined as a substitute for the "PXh" element that meets the definitions of "PXh" and "PX" in the Termination Agreement and Exhibit A of the Termination Agreement.

c. **Amended Definition of "PX":** The definition of "PX" in the Termination Agreement is amended to read as follows: "PX: California Power Exchange or, if the PX ceases operation, then its successor. If there is no single successor, then that market for California electricity that most closely approximates the PX during the last full calendar year period that the PX operated and is available to a generator like EBMUD as it existed in October 1999."

d. **Resolution of Disputes:** If the non-electing Party disputes whether the "PX Substitute" specified by the electing Party meets the definitions of "PXh" and "PX" in the Termination Agreement and Exhibit A, either Party may initiate the dispute resolution procedures set forth in the Paragraph 13 of the Termination Agreement.

#### 4. **RELEASE OF CLAIMS REGARDING TERMINATION AGREEMENT**

District and PG&E each hereby waive and release any and all claims, demands, causes of action, losses, expenses, fees, damages (compensatory, punitive, exemplary, statutory or otherwise), or other right to relief, whether based on contract, tort, statute, or other legal or equitable theory of recovery which each had, now has, or may hereafter have against the other or any of its subsidiaries, affiliates, officers, directors, agents, employees, attorneys or shareholders, related to the Termination Agreement arising on or before the date this Amendment is executed by both Parties.

District and PG&E each acknowledge that they execute and agree to this full and final release as a compromise of matters which may involve disputed issues of law and fact, and District and PG&E fully assume the risk that the facts and the law may be other than they believe. District and PG&E each expressly waive all rights under California Civil Code Section 1542, which provides as follows:

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

District and PG&E, being aware of said code section, hereby expressly waive any rights they may have thereunder, as well as under any other statutes or common law principles of similar effect.

## **5 EFFECTIVE DATE**

- a. The effectiveness of this Agreement is contingent upon Bankruptcy Court approval of this Amendment.
- b. The Parties shall seek Bankruptcy Court approval in accordance with the procedures described below:
  1. As soon as practicable, upon execution and delivery of this Amendment by the Parties, PG&E shall file and serve a motion in Bankruptcy Court for approval to resolve all disputes between the Parties arising from the Termination Agreement through the Amendment. ("Motion");
  2. The Parties shall use their best efforts to obtain from the Bankruptcy Court an order granting the Motion ("Approval Order"),

c. The Agreement shall be effective the day the Approval Order is final, the time for appeal has expired, and no one has timely filed a notice of appeal. ("Effective Date").

**6. NO REJECTION**

The Parties expressly agree and acknowledge that this Amendment neither constitutes a "rejection" of the Termination Agreement by PG&E pursuant to the provisions of section 365 of the Bankruptcy Code, nor may be deemed a rejection of the Termination Agreement. District hereby waives and releases any claim to damages against PG&E based upon a rejection or deemed rejection of the Termination Agreement by PG&E.

**7. CONDITIONS PRECEDENT AND REGULATORY PROCESSES**

a. This Amendment is conditioned in its entirety upon the California Public Utilities Commission ("CPUC") issuing a decision or decisions with the following terms that becomes final, unconditional and unappealable (including exhaustion of all administrative and judicial appeals or remedies and time periods thereof): (i) approving in its entirety and without change to this Amendment and (ii) finding that the terms of this Amendment are reasonable and adequately protect PG&E's ratepayers' interest and (iii) on terms which sufficiently protect PG&E from harm or detriment. PG&E may, in its sole discretion, waive this condition on behalf of both Parties by giving District written notice prior to January 1, 2003, that this condition precedent is waived.

b. PG&E shall diligently proceed to obtain CPUC approval of this Amendment at its next Annual Transition Cost Proceeding. The Parties shall cooperate fully in the process of seeking approval. The Parties agree to extend their best efforts to ensure the approval of this Amendment by the CPUC. No Party to this Amendment will contest any aspect of this Amendment in any other forum, by contact or communication, whether written or oral

(including *ex parte* communications whether or not reportable under the Commission's Rules of Practice and Procedure) or in any manner before the CPUC or its staff.

**8. TOLLING**

Once all parties execute the Amendment, all statutes of limitation and deadlines for bringing claims under the Government Code shall be tolled until thirty (30) days after the latest of the following: (a) the Effective Date; and (b) the Condition Precedent set forth in Section 7(a) has been satisfied or waived.

**9. OTHER TERMS OF TERMINATION AGREEMENT**

All other terms of the Termination Agreement shall remain the same.

**10. SIGNATURES**

By signing this Amendment below, the representatives of the Parties warrant that they have the requisite authority to bind their respective principals, subject to the required approvals described herein.

**EAST BAY MUNICIPAL UTILITY DISTRICT, a California municipal utility district**

**PACIFIC GAS AND ELECTRIC COMPANY, a California corporation**

By: 

By:  

Name: Richard Sykes

Name: JOSEPH C. HENRI  
Director

Title: Manager of Water System

Title: \_\_\_\_\_

Date: 6-20<sup>th</sup>-02

Date: 6-18-2002