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9 SATELLITE SENIOR INCOME FUND II, and  
DEUTSCHE BANK TRUST COMPANY AMERICAS,  
10 as Successor Administrative Agent

11 UNITED STATES BANKRUPTCY COURT  
12 NORTHERN DISTRICT OF CALIFORNIA  
13 SAN FRANCISCO DIVISION

14 In re:

Case No.: 01-30923-DM

Chapter 11

16 PACIFIC GAS AND ELECTRIC  
17 COMPANY, a California corporation,

INTERROGATORIES, REQUESTS FOR  
ADMISSIONS AND REQUESTS FOR  
PRODUCTION OF DOCUMENTS OF  
SATELLITE SENIOR INCOME FUND,  
SATELLITE SENIOR INCOME FUND II, AND  
DEUTSCHE BANK TRUST COMPANY  
AMERICAS TO PACIFIC GAS AND ELECTRIC  
COMPANY, PG&E CORPORATION AND THE  
OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS

18 Debtor.

[No Hearing Required]

23 PROPOUNDING PARTY: SATELLITE SENIOR INCOME FUND, SATELLITE SENIOR  
INCOME FUND II, AND DEUTSCHE BANK TRUST COMPANY  
24 AMERICAS

25 RESPONDING PARTY: PACIFIC GAS AND ELECTRIC COMPANY, PG&E CORPORATION  
AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

26 SET NO.: ONE (1)

27  
28 <sup>1</sup> Admitted *pro hac vice*.

OKRPOI

1 Pursuant to Fed.R.Civ.P. 33, 34 and 36, made applicable to this proceeding pursuant to  
2 Rules 7033, 7034, 7036 and 9014 of the Fed.R.Bankr.P., and the Discovery Protocol and Trial  
3 Scheduling Order on the PG&E/OCC Plan of Reorganization, dated August 8, 2003 (the  
4 "*Discovery Protocol*") and all applicable orders of this Court, Satellite Senior Income Fund,  
5 Satellite Senior Income Fund II (together, "*Satellite*"), and Deutsche Bank Trust Company  
6 Americas, as successor administrative agent ("*Deutsche*" and, together with Satellite, the  
7 "*Claimants*"), under that certain reimbursement agreement dated May 1, 1996, by their counsel,  
8 Kelley Drye & Warren LLP, hereby request that (a) Pacific Gas and Electric Company,  
9 (b) Pacific Gas and Electric Corporation, and (c) the Official Committee of Unsecured Creditors  
10 prepare and file answers, separately and fully, in writing and under oath, to these discovery  
11 requests and serve a copy of such answers and/or Documents upon the attorneys for Claimants  
12 by September 28, 2003, as instructed by paragraph eight (8) of the Discovery Protocol.

#### 13 DEFINITIONS

- 14 1. "Affiliates" shall have the meaning ascribed in section 101(2) of the Bankruptcy  
15 Code.
- 16 2. "And" as well as "Or" shall be construed disjunctively as well as conjunctively, as  
17 necessary, to make the request inclusive rather than exclusive and to bring within the scope of  
18 the paragraphs and subparagraphs below Documents which might otherwise be construed to be  
19 outside the scope of this request.
- 20 3. "Bankruptcy Code" shall mean 11 U.S.C. sections 101-1330 *et seq.*, as amended.
- 21 4. "Claims" shall have the definition provided in section 101(5) of the Bankruptcy  
22 Code.
- 23 5. "Claimants" shall mean Deutsche and Satellite, collectively.
- 24 6. "Class 4(f) Claims" shall mean the Class 4(f) "Prior Bond Claims" as that term is  
25 defined in the PG&E/OCC Plan.
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1           7.       “Class 4(f) Objection” shall mean the objection filed by Claimants in the United  
2 States Bankruptcy Court for the Northern District of California on or about September 2, 2003  
3 and served concurrently with these Requests.

4           8.       “Class 5 Claims” shall mean the Class 5 “General Unsecured Claims” as that term  
5 is defined in the PG&E/OCC Plan.

6           9.       “Communications” means the transmittal of Information (in the form of facts,  
7 ideas, inquiries or otherwise) by any means, including, without limitation, by United States or  
8 private mail service, facsimile, memorandum, e-mail, telephone voice mail, hand delivery,  
9 computer transmission, conversations in person or by telephone.

10          10.       “Concerning” shall be construed to include pertaining to, relating to, responding  
11 to, constituting, comprising, containing, setting forth, summarizing, supporting, reflecting,  
12 stating, describing, recording, noting, embodying, mentioning, studying, analyzing, discussing,  
13 identifying or evaluating, directly or indirectly, or in any way being relevant to the subject  
14 matter.

15          11.       “Court” shall mean the above-captioned United States Bankruptcy Court for the  
16 Northern District of California in which this chapter 11 bankruptcy case is currently pending.

17          12.       “Creditor” shall have the definition provided in section 101(10) of the Bankruptcy  
18 Code.

19          13.       “Deutsche” shall mean Deutsche Bank Trust Company Americas and its past and  
20 present Affiliates, Insiders, officers, directors, employees, agents, attorneys, and other  
21 representatives.

22          14.       “Document” is used in its broadest sense and shall be construed to include any  
23 and all writings, whether drafts, preliminary, proposed, or final versions, printed, typed,  
24 photographed, computer-generated, graphic or recorded matter of every type and description,  
25 however and by whomever prepared, produced, reproduced, disseminated or made, in any form,  
26 whether sent or received, including, without limitation, originals (or copies where originals are  
27 unavailable) of all writings, letters, e-mail, minutes, correspondence, telegrams, telexes, cables,  
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1 bulletins, instructions, notes, sound or video recordings of any type, memoranda, inter-office  
2 Communications, including memoranda of telephone, personal or intra office conversations and  
3 memoranda of meeting or conferences, studies, analyses, reports, catalogues, results of  
4 investigations, contracts, licenses, agreements, working papers, statistical records, ledgers,  
5 minutes, books of account, vouchers, invoices, charge slips, time sheets or logs, computer  
6 diskettes, tapes or data, stenographers' notebooks, diaries, desk calendars, financial worksheets,  
7 telephone bills or records, graphs, summaries, lists, tabulations, charts, maps, diagrams, blue  
8 prints, tables, indices, pictures, advertisements, brochures, pamphlets, circulars, trade letters,  
9 press releases, checks, check stubs receipts, invoices, vouchers, tape data sheets or data  
10 processing cards or discs, or papers or items similar to any of the foregoing, however  
11 denominated, now or at any time in your possession, custody, or control. "Documents" shall  
12 also include (i) each copy that is not identical to the original or to any other copy and (ii) any  
13 tangible thing that is called for, or identified in response to, any request. Without limiting the  
14 term "control" as used above, a Document is deemed to be in the control of the responding party  
15 if that party has the right to obtain the Document or a copy thereof from another Person or public  
16 or private entity having actual possession thereof.

17 15. "Effective Date" shall have the definition provided under the PG&E/OCC Plan.

18 16. "Fact" shall include, without limitation, each and every act, omission, transaction,  
19 circumstance, contention, occurrence and event.

20 17. "General Unsecured Creditor" shall mean a Creditor holding a Claim against the  
21 Debtor's bankruptcy estate that is not secured under section 506 or entitled to priority under  
22 section 507 of the Bankruptcy Code.

23 18. "Identify" means as follows:

24 (a) When used in reference to a Person, to state such Person's full name, last  
25 known address and telephone number, last known business, last known  
26 business address and telephone number, and last known employer and  
27 position.

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(b) When used in reference to a Document, to state the type of document (e.g., letter, memorandum, telegram, chart, etc.), its date, its general subject matter, and to identify each Person who prepared it, each Person who received it, and each Person who presently has possession, custody or control of it, or, if none, who last had possession, custody or control of it. If any Document was but no longer is in your possession or control, state what disposition was made of it and identify the Person responsible for said disposition.

(c) When used in reference to a firm, to state its full name, type of entity (e.g., corporation, partnership, sole proprietorship, joint venture, etc.), its last known address and telephone number, and the nature of its business.

(d) When used in reference to a Communication, to state the manner of Communication (e.g., personal meeting, telephone conversation, in writing, etc.) the date of the Communication, the place where the Communication occurred, the general substance of the Communication, and to identify each Person who made the Communication, each Person present at the time said Communication was made, and each Person who received said Communication.

19. "Impaired" shall have the meaning ascribed in section 1124 of the Bankruptcy Code.

20. "Information" shall be expansively construed and shall include, without limitation, facts, data, opinion, images, impressions, concepts and formulas.

21. "Insiders" shall have the meaning ascribed in section 101(31) of the Bankruptcy Code.

22. "OCC" shall mean the Official Committee of Unsecured Creditors appointed in the above-captioned case by the United States Trustee pursuant to Section 1102 of the

1 Bankruptcy Code, a co-proponent of the PG&E/OCC Plan, and its past and present agents,  
2 attorneys and other representatives.

3 23. "Person" shall have the meaning ascribed in section 101(41) of the Bankruptcy  
4 Code.

5 24. "Petition Date" shall mean April 6, 2001, the date on which PG&E commenced  
6 the above-captioned bankruptcy.

7 25. "PG&E" means Pacific Gas and Electric Company, co-proponent of the  
8 PG&E/OCC Plan, and its past and present Affiliates, Insiders, agents, attorneys, officers,  
9 directors, employees, representatives, subsidiaries and parent corporation.

10 26. "PG&E Corp." shall mean PG&E Corporation, co-proponent of the PG&E/OCC  
11 Plan, and its past and present Affiliates, Insiders, officers, directors, employees, agents,  
12 attorneys, and other representatives.

13 27. "PG&E/OCC Plan" shall mean that certain Composite of the Plan of  
14 Reorganization Under Chapter 11 of the Bankruptcy Code for Pacific Gas and Electric Company  
15 Dated June 27, 2003, filed by Respondents in the United States Bankruptcy Court for the  
16 Northern District of California, as amended and modified.

17 28. "Possession" shall mean the possession or control of the Respondents,  
18 Respondent's agents, employees, representatives, attorneys or any other Person from whom the  
19 Respondents might obtain the requested Information or Document.

20 29. "Reimbursement Agreement" means the Reimbursement Agreement (Series B)  
21 among Pacific Gas and Electric Company, Cooperatieve Centrale Raiffeisen-Boerenleenbank  
22 B.A., "Rabobank Nederland," New York Branch, in its capacity as Issuing Agent and as Co-  
23 Agent, The Fuji Bank, Limited, acting through its San Francisco Agency, in its capacity as  
24 Administrative Agent, and The Banks Named Herein dated as of May 1, 1996.

25 30. "Relating to" means constituting, or directly or indirectly evidencing, mentioning,  
26 describing, relating to, referring to, pertaining to, being connected with or reflecting upon the  
27 stated subject matter.



1 Information known to Respondents or from whom Respondents can obtain such Information. If  
2 Respondents do not have certain of the requested Information in their immediate possession,  
3 Respondents are requested to make reasonable and diligent efforts to obtain such Information,  
4 and to describe such efforts and the results thereof in their answers if the Information is not  
5 provided.

6 2. Pursuant to paragraph 10 of the Discovery Protocol in the event that any  
7 Document, or any portion of any Document, within the scope of a Request is withheld from  
8 production upon a claim of privilege, work product, or for any other reason, including, without  
9 limitation, such Document was lost, destroyed or otherwise disposed of since its preparation or  
10 receipt, you are requested to provide a list identifying each Document so withheld, together with  
11 the following no later than October 13, 2003.

- 12 (a) a statement constituting the basis for any claim of privilege, work product,  
13 or other ground of non-disclosure or non-production;
- 14 (b) if, applicable, the full particulars or circumstances whereby the Document  
15 was lost, destroyed or otherwise disposed of; and
- 16 (c) a brief description of the Document including:
- 17 (i) the type of Document;
- 18 (ii) the date of the Document;
- 19 (iii) the number of pages, attachments, and appendices;
- 20 (iv) the name(s) of its author(s) or preparer(s) and an identification by  
21 employment and title of each such Person;
- 22 (v) the name(s) of each Person to whom the Document, or a copy  
23 thereof, was sent, shown or made accessible, or to whom it was  
24 explained, together with an identification of each such Person;
- 25 (vi) the subject matter of the Document;
- 26 (vii) last custodian of the Document or copies thereof; and
- 27 (viii) the paragraph of this Request to which the Document relates.
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1 **DOCUMENT REQUEST NO. 1** Produce each Document that Respondents expect to  
2 introduce at trial in Concerning Respondents' basis for the separate classifications of Class 4(f)  
3 Claims and Class 5 Claims under the PG&E/OCC Plan.

4 **DOC. ID REQUEST NO. 1** Identify each Document that Respondents expect to  
5 introduce at trial Concerning Respondents' basis for the separate classifications of Class 4(f)  
6 Claims and Class 5 Claims under the PG&E/OCC Plan.

7 **INTERROGATORY NO. 2** Identify all Facts Concerning Respondents' basis for the  
8 separate classifications of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC Plan.

9 **INTERROGATORY NO. 3** Identify each and every Person that Respondents may call  
10 or intend to call as a witness (expert or otherwise) Concerning the Class 4(f) Objection.

11 **DOCUMENT REQUEST NO. 2** Produce each Document that Respondents expect to  
12 introduce at trial Concerning the Class 4(f) Objection.

13 **DOC. ID REQUEST NO. 2** Identify each Document that Respondents expect to  
14 introduce at trial Concerning the Class 4(f) Objection.

15 **INTERROGATORY NO. 4** Identify all Facts that Respondents intend to rely on to  
16 refute the claims or allegations raised by the Class 4(f) Objection.

17 **INTERROGATORY NO. 5** With respect to each witness identified in Interrogatory  
18 Nos. 1 and 3, Identify:

- 19 (a) His/her current occupation, address and telephone number;  
20 (b) The subject matter upon which he/she is expected to testify; and  
21 (c) Each factual basis for his/her anticipated testimony.

22 **DOCUMENT REQUEST NO. 3** With respect to each expert witness identified in  
23 Interrogatory Nos. 1 and 3, produce a copy of each of the following Documents:

- 24 (a) Each and every Document or source of Information upon which the expert  
25 relies in offering opinion testimony (including, but not limited to,  
26 references materials and literature);  
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1 (b) Each and every Document generated by or on behalf of the expert with  
2 respect to this case; and

3 (c) A copy of the expert's current resume or curriculum vitae.

4 **DOCUMENT REQUEST NO. 4** With respect to each witness identified in Interrogatory  
5 Nos. 1 and 3, produce those Documents, if any, which were provided to him/her by Respondents  
6 for review.

7 **DOC. ID REQUEST NO. 3** With respect to each witness identified in Interrogatory  
8 Nos. 1 and 3, Identify each Document, which was provided to him/her by Respondents for  
9 review.

10 **DOCUMENT REQUEST NO. 5** With respect to each witness identified in Interrogatory  
11 Nos. 1 and 3, produce those Documents, if any, which the Person will rely on, refer to, or utilize  
12 in any way during his/her testimony.

13 **DOC. ID REQUEST NO. 4** With respect to each witness identified in Interrogatory  
14 Nos. 1 and 3, Identify each Document, which the Person will rely on, refer to, or utilize in any  
15 way during his/her testimony.

16 **INTERROGATORY NO. 6** Identify all Facts that support Your contention that Class 5  
17 Claims are Impaired.

18 **INTERROGATORY NO. 7** Identify all facts to support Your contention that Class 4(f)  
19 Claims are not Impaired.

20 **INTERROGATORY NO. 8** Describe in detail the treatment to be provided to certain  
21 Creditors pursuant to the Unsecured Claims Settlement.

22 **INTERROGATORY NO. 9** Identify each and every Creditor that is to receive the  
23 treatment provided pursuant to the Unsecured Claims Settlement including, but not limited to, a  
24 fixed rate of interest.

25 **INTERROGATORY NO. 10** For each Creditor identified in response to Interrogatory  
26 No. 9, Identify the type of Claim(s) the Creditor holds on account of which the Creditor is to  
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1 receive the treatment provided pursuant to the Unsecured Claims Settlement (i.e., general  
2 unsecured, unsecured priority, administrative or secured).

3 **INTERROGATORY NO. 11** For each Creditor identified in response to Interrogatory  
4 No. 9, Identify the class(es) of Claims under the PG&E/OCC Plan to which the Creditors  
5 claim(s), on account of which the Creditor is to receive the treatment provided pursuant to the  
6 Unsecured Claims Settlement, is included.

7 **INTERROGATORY NO. 12** Identify all Creditors holding Class 5 Claims that are  
8 receiving the treatment to be provided to certain Creditors pursuant to the Unsecured Claims  
9 Settlement including, but not limited to, a fixed rate of interest.

10 **INTERROGATORY NO. 13** Identify all Creditors holding Class 5 Claims that are not  
11 receiving the treatment to be provided to certain Creditors pursuant to the Unsecured Claims  
12 Settlement including, but not limited to, a fixed rate of interest.

13 **INTERROGATORY NO. 14** Identify all General Unsecured Creditors excluding General  
14 Unsecured Creditors holding Class 5 Claims that are receiving the treatment to be provided to  
15 certain Creditors pursuant to the Unsecured Claims Settlement including, but not limited to, a  
16 fixed rate of interest.

17 **INTERROGATORY NO. 15** Identify all General Unsecured Creditors excluding General  
18 Unsecured Creditors holding Class 5 Claims that are not receiving the treatment to be provided  
19 to certain Creditors pursuant to the Unsecured Claims Settlement including, but not limited to, a  
20 fixed rate of interest.

21 **INTERROGATORY NO. 16** Identify all General Unsecured Creditors with contracts  
22 with PG&E that provide for the payment of a fluctuating rate of interest that will receive a fixed  
23 rate of interest pursuant to the Unsecured Claims Settlement.

24 **INTERROGATORY NO. 17** Identify all General Unsecured Creditors with contracts  
25 with PG&E that provide for a fluctuating rate of interest that will receive a fluctuating rate of  
26 interest under the PG&E/OCC Plan.

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1 **INTERROGATORY NO. 18** Identify all Facts Concerning Your failure to provide  
2 Creditors holding Class 4(f) Claims the treatment to be provided to certain Creditors pursuant to  
3 the Unsecured Claims Settlement including, but not limited to, a fixed rate of interest.

4 **REQUEST TO ADMIT NO. 1** Admit that Class 4(f) Claims and Class 5 Claims are  
5 “substantially similar” claims as that term is used in section 1122(a) of the Bankruptcy Code.

6 **INTERROGATORY NO. 19** If you do not unequivocally admit Request to Admit No. 1,  
7 Identify all Facts upon which You base Your response.

8 **REQUEST TO ADMIT NO. 2** Admit that there is no business or economic justification  
9 for the separate classification of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC  
10 Plan.

11 **INTERROGATORY NO. 20** If You do not unequivocally admit Request to Admit No. 2  
12 Identify all Facts upon which You base Your response.

13 **REQUEST TO ADMIT NO. 3** Admit that the reason certain Creditors are receiving the  
14 treatment to be provided pursuant to the Unsecured Claims Settlement including, but not limited  
15 to a fixed rate of interest, and Creditors holding Class 4(f) Claims are not receiving such  
16 treatment is because “[the Debtor] had adequate support for [sic] the plan . . . and [Class 4(f)]  
17 wasn’t needed to accomplish the necessary vote to support [the] plan” as testified to by Peter  
18 Darbee on November 20, 2002.

19 **REQUEST TO ADMIT NO. 4** Admit that at the March 25, 2002 hearing on the Unsecured  
20 Claims Settlement, the Court stated that “if the debtor consensually has said to this group, the  
21 senior bondholder, we’ll pay you seven plus interest rather than what Mr. Kornberg says could  
22 maybe be four or three, then they’ve set the level of interest and if other classes at confirmation  
23 are entitled to interest, it – they’ll have to get that amount, too.”

24 **REQUEST TO ADMIT NO. 5** Admit that at the March 25, 2002 hearing on the Unsecured  
25 Claims Settlement, the Court stated that “If that provision is a – part of the deal with Class 5, and  
26 other people like the fire suppression claims and tort claims come along and say, we’re entitled  
27 to the same treatment, then that’s – the debtor’s going to have to live with that.”

1 **REQUEST TO ADMIT NO. 6** Admit that Respondents understood the statements made by  
2 the Court quoted in Request to Admit No. 4 and Request to Admit No. 5 to mean that, if at  
3 confirmation Class 5 Claims are given a fixed rate of interest under a plan of reorganization and  
4 holders of Claims other than Class 5 Claims are entitled to the payment of interest, other classes  
5 of Claims under a plan would be entitled to a fixed rate of interest.

6 **INTERROGATORY NO. 21** If You do not unequivocally admit Request to Admit No. 6  
7 Identify Respondent's understanding of the statements made by the Court quoted in Request to  
8 Admit No. 4 and Request to Admit No. 5.

9 **REQUEST TO ADMIT NO. 7** Admit that Exhibit A is a true and correct copy of the  
10 Indenture of Trust Between California Pollution Control Financing Authority and Bankers Trust  
11 Company, as Trustee dated as of May 1, 1996, Relating to \$160,000,00 California Pollution  
12 Control Financing Authority Pollution Control Refunding Revenue Bonds (Pacific Gas and  
13 Electric Company) 1996 Series B.

14 **DOCUMENT REQUEST NO. 6** If You do not unequivocally admit Request to Admit No. 7  
15 produce the Indenture of Trust Between California Pollution Control Financing Authority and  
16 Bankers Trust Company, as Trustee Dated as of May 1, 1996, Relating to \$160,000,00 California  
17 Pollution Control Financing Authority Pollution Control Refunding Revenue Bonds (Pacific Gas  
18 and Electric Company) 1996 Series B.

19 **REQUEST TO ADMIT NO. 8** Admit that Exhibit B is a true and correct copy of the  
20 Reimbursement Agreement.

21 **DOCUMENT REQUEST NO. 7** If You do not unequivocally admit Request to Admit No. 8  
22 produce the Reimbursement Agreement.

23 **REQUEST TO ADMIT NO. 9** Admit that Exhibit C is a true and correct copy of the  
24 Irrevocable Letter of Credit No. SB13423 from Cooperatieve Centrale Raiffeisen-  
25 Boerenleenbank B.A. ("Rabobank Nederland"), New York Branch to Bankers Trust Company,  
26 as Trustee dated as of May 23, 1996.

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1 **DOCUMENT REQUEST NO. 8** If You do not unequivocally admit Request to Admit No. 9  
2 produce the Irrevocable Letter of Credit No. SB13423 from Cooperatieve Centrale Raiffeisen-  
3 Boerenleenbank B.A. ("Rabobank Nederland"), New York Branch to Bankers Trust Company,  
4 as Trustee dated as of May 23, 1996.

5 **REQUEST TO ADMIT NO. 10** Admit that Exhibit D is a true and correct copy of the  
6 Remarketing Agreement between Pacific Gas and Electric Company and J.P. Morgan Securities  
7 Inc. dated as of May 23, 1996.

8 **DOCUMENT REQUEST NO. 9** If You do not unequivocally admit Request to Admit No.  
9 10, produce the Remarketing Agreement between Pacific Gas and Electric Company and J.P.  
10 Morgan Securities Inc. dated as of May 23, 1996.

11 **REQUEST TO ADMIT NO. 11** Admit that Deutsche is the successor administrative agent  
12 under the Reimbursement Agreement pursuant to the Instrument of Appointment and  
13 Acceptance dated as of June 13, 2002 attached hereto as Exhibit E.

14 **INTERROGATORY NO. 22** If You do not unequivocally admit Request to Admit No.  
15 11, Identify all Facts upon which You base Your response.

16 **REQUEST TO ADMIT NO. 12** Admit that on the Effective Date, pursuant to, among other  
17 applicable provisions, section 2(a) of the Reimbursement Agreement, PG&E is required to pay to  
18 the administrative agent, or any successor administrative agent, "any and all reasonable  
19 expenses" incurred by the administrative agent, or any successor administrative agent, in  
20 enforcing any rights it may have against PG&E under the Reimbursement Agreement including,  
21 but not limited to, attorneys' fees and costs.

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**INTERROGATORY NO. 23** If You do not unequivocally admit Request to Admit No. 6  
Identify all Facts upon which You base Your response.

DATED: August 29, 2003

KELLEY DRYE & WARREN LLP

By: \_\_\_\_\_



Mark I. Bane  
Attorneys for SATELLITE SENIOR  
INCOME FUND, SATELLITE SENIOR  
INCOME FUND II, and DEUTSCHE BANK  
TRUST COMPANY AMERICAS, as  
Successor Administrative Agent

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**EXHIBITS**

To obtain copies of the Exhibits please contact counsel for SATELLITE SENIOR INCOME FUND, SATELLITE SENIOR INCOME FUND II, and DEUTSCHE BANK TRUST COMPANY AMERICAS:

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