## REDACTED

# PEF'S 050078-EI EIGHTH REQUEST FOR CONFIDENTIAL CLASSIFICATION

# ATTACHMENT B

DOCUMENT NUMBER-DATE

FPSC-COMMISSION CLERK

CONFIDENTIAL

# STAFF 4<sup>th</sup> POD



DOCLMENT NUMBER-DATE

FPSC-COMMISSION CLERK

#### PEF-RC- 021970

Transaction	Delivery		ZalNet Input		Group	Legal		Price Type		ZaiNet Input		ZaiNet Input	Weighted Avg	Weighted Avg			Γ
Date	Month	Z-Key	Z-Key	Check	Tnum	Entity	Counterparty	Fixed/Floating	Price	Price	Volume	Volume	Trade Price	Trade Price	Location	% Sulfur	Discounted M
5/14/2004	Nov-04	554364	554364	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
5/27/2004 5/27/2004	Nov-04 Nov-04	573469 573703	573469 573703	0	AHU545 AHU674	PEF PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap									
8/24/2004	Nov-04	694227	694227	0	AJJ721	PEF	J Aron	Fixed Swap				· · · · · · · · · · · · · · · · · ·			····		
8/24/2004	Nov-04	694248	694248	0	AJJ728	PEF	BP Products North America	Fixed Swap									
8/30/2004	Nov-04	701732	701732	0	AJN338	PEF	J Aron	Fixed Swap									
8/30/2004 5/14/2004	Nov-04	701750 554366	701750	0 D	AJN347	PEF PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
5/27/2004	Dec-04 Dec-04	573471	554366 573471	0	AHN496 AHU545	PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap									
5/27/2004	Dec-04	573708	573708	õ	AHU674	PEF	Deutsche Bank AG	Fixed Swap									
8/24/2004	Dec-04	694230	694230	0	AJJ721	PEF	J Aron	Fixed Swap									
8/24/2004	Dec-04	694250	694250	0	AJJ72B	PEF	BP Products North America	Fixed Swap									
8/30/2004 8/30/2004	Dec-04 Dec-04	701734 701752	701734	0	AJN338 AJN347	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap									
1028/2004	Dec-04	800171	800171	ŏ	AKT246	PEF	& Company Energy Risk Managemer	Fixed Swap									
10/28/2004	Dec-04	800214	800214	0	AKT267	PEF	& Company Energy Risk Management	Fixed Swap									
5/14/2004	Jan-05	554370	554370	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap								1 V	
5/27/2004 5/27/2004	Jan-05	573475 573713	573475 573713	0 0	AHU545 AHU674	PEF PEF	BP Products North America	Fixed Swap									
8/3/2004	Jan-05 Jan-05	573713 668333	573713 668333	0	AHU674 AJB209	PEF	Deutsche Bank AG Deutsche Bank AG	Fixed Swap Fixed Swap							-		
8/4/2004	Jan-05	668997	668997	ŏ	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
8/19/2004	Jan-05	689292	689292	0	AJH894	PEF	J Aron	Fixed Swap			ter and a second						
8/20/2004	Jan-05	689847	689847	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
10/19/2004 10/19/2004	Jan-05	783552 783573	783552 783573	0 0	AKN749 AKN760	PEF PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap									
10/19/2004	Jan-05 Jan-05	783573 800167	800167	0	AKT244	PEF	J Aron J Aron	Fixed Swap									
10/28/2004	Jan-05	800168	800168	õ	AKT245	PEF	J Aron	Fixed Swap							/		
5/14/2004	Feb-05	554372	554372	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap							/		
5/27/2004	Feb-05	573477	573477	0	AHU545	PEF	BP Products North America	Fixed Swap						and all the second			
5/27/2004	Feb-05	573722 668335	573722 668335	0 0	AHU674	PEF PEF	Deutsche Bank AG Deutsche Bank AG	Fixed Swap Fixed Swap									er.
8/3/2004 8/4/2004	Feb-05 Feb-05	669000	669000	0	AJB209 AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									í.
8/19/2004	Feb-05	689294	689294	ŏ	AJH894	PEF	J Aron	Fixed Swap									
8/20/2004	Feb-05	689849	689849	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap				· · · · ·					1
10/19/2004	Feb-05	783561	783561	0	AKN749	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap				1					
10/19/2004 5/14/2004	Feb-05	783576 554383	783576	0 0	AKN760 AHN496	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap									
5/14/2004	Mar-05 Mar-05	573478	573478	0	AHU545	PEF	BP Products North America	Fixed Swap									8
5/27/2004	Mar-05	573727	573727	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap									
8/3/2004	Mar-05	668336	668336	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap									Ŧ,
8/4/2004	Mar-05	669006	669006	0	AJB368 AJH894	PEF PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap					1				
8/19/2004 8/20/2004	Mar-05 Mar-05	689296 689854	689296 689854	ŏ	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									1
10/19/2004	Mar-05	783563	783563	0	AKN749	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap						E.			
10/19/2004	Mar-05	783578	783578	0	AKN760	PEF	J Aron	Fixed Swap									
5/14/2004	Apr-05	554654	554654	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap					and the second				1
5/27/2004 5/27/2004	Apr-05 Apr-05	573482 573729	573482 573729	0	AHU545 AHU674	PEF PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap	,								
6/4/2004	Apr-05 Apr-05	585481	585481	o I	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap						1.1			
6/4/2004	Apr-05	585529	585529	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap	;								
6/8/2004	Apr-05	590890	590890	0	AHZ954	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
8/3/2004 8/4/2004	Apr-05	668337 669008	668337	0	AJB209 AJB368	PEF PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap									
8/4/2004 8/4/2004	Apr-05 Apr-05	669305	669305	0	AJB366 AJB443	PEF	BP Products North America	Fixed Swap									1
8/4/2004	Apr-05	669324	669324	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap									
8/19/2004	Apr-05	689299	689299	0	AJH894	PEF	J Aron	Fixed Swap									
8/20/2004	Apr-05	689856	689856	0	AJI136 AHN496	PEF PEF	Morgan Stanley Capital Group Inc. Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap	happened on								
5/14/2004 5/27/2004	May-05 May-05	554656 573486	573486	0	AHN496 AHU545	PEF	BP Products North America	Fixed Swap									
5/27/2004	May-05	573733	573733	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap								14	
6/4/2004	May-05	585485	585485	0	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
6/4/2004	May-05	585535	585535	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap								1.20	
6/8/2004 8/3/2004	May-05 May-05	590898 668338	590898 668338	0	AHZ954 AJB209	PEF PEF	Morgan Stanley Capital Group Inc. Deutsche Bank AG	Fixed Swap Fixed Swap									
8/4/2004	May-05 May-05	669010	669010	ŏ	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap									
8/4/2004	May-05	669308	669308	0	AJB443	PEF	BP Products North America	Fixed Swap									
8/4/2004	May-05	669326	669326	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap									
8/19/2004	May-05	689301	689301 689858	0	AJH894 AJI136	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap									
8/20/2004 8/27/2004	May-05 May-05	689858 698575	698575	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap									
012112004		698587	698587	õ	AJL574	PEF	Deutsche Bank AG	Fixed Swap									
8/27/2004	May-05							Et and Occurry									
8/27/2004 8/30/2004 8/30/2004	May-05 May-05 May-05	701736 701754	701736 701754	0	AJN342 AJN351	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap									

PEF # 6 Oil Hedge Deals (MTM) As of 6/15/2005

# CONFIDENTIAL

10/8/2004	May-05	767138	767138	0	AKI884	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
108/2004	May-05	767158	767158	0	AKI895	PEF	Deutsche Bank AG	Fixed Swap	
5/14/2004	Jun-05	554664	554664	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
5/27/2004	Jun-05	573490	573490	0	AHU545	PEF	BP Products North America	Fixed Swap	
5/27/2004	Jun-05	573741	573741	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
6/4/2004	Jun-05	585487	585487	Ō	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/4/2004	Jun-05	585539	585539	õ	AHY524	PEF	Deutsche Bank AG	Fixed Swap	
6/8/2004	Jun-05	590905	590905	0	AHZ954	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/28/2004	Jun-05	618301	618301	0	AiJ637	PEF	Deutsche Bank AG	Fixed Swap	
6/28/2004		618313	618313	0	AIJ644	PEF	& Company Energy Risk Managemer	Fixed Swap	
8/3/2004	Jun-05			0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	
	Jun-05	668340	668340	0	AJB368	PEF			
8/4/2004	Jun-05	669014	669014	-			Morgan Stanley Capital Group Inc.	Fixed Swap	
8/4/2004	Jun-05	669310	669310	0	AJB443	PEF	BP Products North America	Fixed Swap	
8/4/2004	Jun-05	669328	669328	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap	
8/19/2004	Jun-05	689303	689303	0	AJH894	PEF	J Aron	Fixed Swap	
8/20/2004	Jun-05	689860	689860	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/27/2004	Jun-05	698577	698577	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap	
8/27/2004	Jun-05	698588	698588	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap	
8/30/2004	Jun-05	701738	701738	0	AJN342	PEF	J Aron	Fixed Swap	
B/30/2004	Jun-05	701757	701757	0	AJN351	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Jun-05	767144	767144	0	AKI884	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Jun-05	767163	767163	0	AKI895	PEF	Deutsche Bank AG	Fixed Swap	
5/14/2004	Jul-05	554686	554686	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
5/27/2004	Jul-05	573492	573492	0	AHU545	PEF	BP Products North America	Fixed Swap	
5/27/2004	Jul-05	573745	573745	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
6/4/2004	Jul-05	585494	585494	Ō	AHY509	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/4/2004	Jul-05	585541	585541	õ	AHY524	PEF	Deutsche Bank AG	Fixed Swap	
6/8/2004	Jul-05	590909	590909	õ	AHZ963	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/28/2004	Jul-05	618303	618303	õ	AIJ637	PEF	Deutsche Bank AG	Fixed Swap	
6/28/2004	Jul-05	618315	618315	õ	AIJ644	PEF	& Company Energy Risk Managemer	Fixed Swap	
8/3/2004	Jul-05	668345	668345	ŏ	AJB209	PEF	Deutsche Bank AG	Fixed Swap	
8/4/2004	Jui-05	669016	669016	õ	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/4/2004	Jul-05	669312	669312	0	AJB443	PEF	BP Products North America	Fixed Swap	
8/4/2004	Jul-05.	669331	669331	ő	AJB442	PEF	Deutsche Bank AG	Fixed Swap	
8/19/2004	Jul-05	689305	689305	õ	AJH894	PEF	J Aron	Fixed Swap	
			689862	0	AJI136	PEF		Fixed Swap	
8/20/2004	Jul-05	689862		0	AJL568	PEF	Morgan Stanley Capital Group Inc. Deutsche Bank AG	Fixed Swap	
8/27/2004	Jul-05	698579	698579	0	AJL508 AJL574	PEF	Deutsche Bank AG	Fixed Swap	
8/27/2004	Jul-05	698591	698591						
8/30/2004	Jul-05	701740	701740	0	AJN342	PEF	J Aron	Fixed Swap	
8/30/2004	Jul-05	701759	701759	0	AJN351	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Jul-05	767148	767148	0	AK1884	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Jul-05	767165	767165	0	AKI895	PEF	Deutsche Bank AG	Fixed Swap	
5/14/2004	Aug-05	554333	554333	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
5/27/2004	Aug-05	573494	573494	0	AHU545	PEF	BP Products North America	Fixed Swap	
5/27/2004	Aug-05	573747	573747	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
6/4/2004	Aug-05	585495	585495	0	AHY509	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/4/2004	Aug-05	585543	585543	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap	
6/8/2004	Aug-05	590910	590910	0	AHZ963	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/28/2004	Aug-05	618309	618309	0	AIJ637	PEF	Deutsche Bank AG	Fixed Swap	
6/28/2004	Aug-05	618318	618318	0	AIJ644	PEF	& Company Energy Risk Managemer	Fixed Swap	
8/3/2004	Aug-05	668346	668346	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	
8/4/2004	Aug-05	669018	669018	0	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/4/2004	Aug-05	669314	669314	0	AJB443	PEF	BP Products North America	Fixed Swap	
8/4/2004	Aug-05	669335	669335	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap	
8/19/2004	Aug-05	689309	689309	0	AJH894	PEF	J Aron	Fixed Swap	
8/20/2004	Aug-05	689864	689864	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/27/2004	Aug-05	698581	698581	Ő	AJL568	PEF	Deutsche Bank AG	Fixed Swap	
8/27/2004	Aug-05	698593	698593	Ő	AJL574	PEF	Deutsche Bank AG	Fixed Swap	
8/30/2004	Aug-05	701742	.701742	õ	AJN342	PEF	J Aron	Fixed Swap	
8/30/2004	Aug-05	701760	701760	Ő	AJN351	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Aug-05	767150	767150	õ	AKI884	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
10/8/2004	Aug-05	767167	767167	õ	AK1895	PEF	Deutsche Bank AG	Fixed Swap	Prove and a second
5/14/2004	Sep-05	554335	554335	õ	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
5/27/2004	Sep-05	573500	573500	0	AHU545	PEF	BP Products North America	Fixed Swap	
	Sep-05 Sep-05	573751	573751	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
5/27/2004	Sep-05 Sep-05	585497	585497	0	AHY509	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/4/2004	Sep-05		585553	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap	
6/4/2004		585553 590911	590911	0	AHY524 AHZ963	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
6/8/2004	Sep-05		668347	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	
8/3/2004	Sep-05	668347			AJB209 AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/4/2004	Sep-05	669022	669022	0	AJB368 AJB443	PEF	BP Products North America	Fixed Swap	
8/4/2004	Sep-05	669318	669318	0	AJB443 AJB442	PEF	Deutsche Bank AG	Fixed Swap	
8/4/2004	Sep-05	669338	669338	0		PEF		Fixed Swap	
8/19/2004	Sep-05	689311	689311	0	AJH894		J Aron Marras Staplay Capital Craus ing		
8/20/2004	Sep-05	689866	689866	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
8/27/2004	Sep-05	698583	698583	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap	
8/27/2004	Sep-05	698595	698595	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap	



Image: No. 19.         No. 19.         No. 19.										
Control         Description         Control         Advance         Advance         Participation           Control         Control         Control         Control         Control         Participation         Participation           Control         Control         Control         Control         Control         Participation         Participation           Control         Control         Control         Control         Control         Participation           Control         Control         Control         Control         Participation         Participation         Participation           Control         Control         Control         Control         Participation         Partitipation         Partitipation <td< th=""><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th>Fixed Swap</th><th></th></td<>									Fixed Swap	
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Sourcest Biology         Oracle Control         Sourcest Biology         Sourcest Biology <td></td>										
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B. 1000 I. 00.55         00.55         00520 I. 00.55         00520 I. 00.57         Field Bark           B. 1000 I. 00.56         00520 I. 00.57         00520 I. 00.57         Field Bark         Field Bark           B. 1000 I. 00.56         00510 I. 00.57         Field Bark         Field Bark         Field Bark           B. 1000 I. 00.56         00510 I. 00510 I. 00510 I. 00110 I. 001										
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d. 60.24         C. 4.14         E. 68.30         C. 68.30										
Bis 2014       0.44       Bis 2014       Dis										
nb2007         Ourset         Better         Better         Author         PFF         Magae Status Casta Cas										
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10250-00     Cold     B0100     B0100     B0100     B01000     B010000     B01000     B010000     B010000     B010000     B010000     B010000     B010000     B010000     B0100000     B0100000     B0100000     B0100000     B01000000     B01000000     B010000000     B010000000000     B0100000000000000000000000000000000000										
strictors         Novo         Strictors         Construction         PPC         Mages Build, Cabit Gauge         PPC         PPC <td></td> <td></td> <td></td> <td></td> <td>0</td> <td></td> <td></td> <td></td> <td></td> <td></td>					0					
672320         Nucl.0         672325         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326         672326<					Ó	1 1				
6.270214         69:705         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:725         67:72										
Bit 2023         No.50         682000         Control Control         Process Proce				573757	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
0         Nucci S         06930 (0)         Nucci S         06930 (0)         All 30 (0)         PPT         Junit         Pick Swap           0         060200 (0)         Nucci S         06030 (0)         All 30 (0)         PPT         Junit         Pick Swap           0         060200 (0)         Nucci S         0603 (0)         All 30 (0)         PPT         Junit         Pick Swap           0         060200 (0)         Nucci S         0613 (0)         Nucci S         Pick Swap	8/3/2004	Nov-05	668352	668352	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	
820200         Nucci Billine         68874         68874         0         A.113         PPE         Auges Bastry Catall Convert         Field Support           9/10006         Nucci Billine         5/100         A.123         PPE         Auges Bastry Catall Convert         Precide Support           9/10006         Nucci Billine         5/100         A.1135         PPE         Auges Bastry Catall Convert         Precide Support           9/10006         Datastry Catall Convert         Precide Support         Precide Support         Precide Support           9/10006         Datastry Catall Convert         Precide Support<	8/4/2004	Nov-05	669028	669028	0	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
Instant         Nucle         Other         Stant         Pict	8/19/2004	Nov-05	689315	689315	0	AJH894	PEF	J Aron	Fixed Swap	
10020004         Nuccei         800010         Control         Arrist         PTF         Bin Products Noth Andrea         Pred Starp           5002006         Dated         55770         O         Arrist         PFF         Pred Starp         Pred Starp           5002007         Dated         57780         O         Arrist         PFF         Pred Starp           5002007         Dated         57780         O         Arrist         PFF         Pred Starp           6002007         Dated         Starp         Pred Starp         Pred Starp         Pred Starp           6002007         Dated         Starp         PFF         Arrow         Pred Starp           6002007         Dated         <	8/20/2004	Nov-05	689874	689874	0	AJI136			Fixed Swap	
E1140204         Duc-06         55-75         55-775         C         AH4048         PEF         Moga States Capual Constraints         Freed Swap           5070004         Duc-06         55535         655355         641050         PEF         Moga States Capual Constraints         Per de Swap           607004         Duc-06         55535         655355         641050         PEF         Moga States Capual Constraints         Per de Swap           607004         Duc-06         55535         655355         641135         PEF         Moga States Capual Constraints         Per de Swap           607004         Duc-06         55535         655355         641145         PEF         Moga States Capual Constraints         Per de Swap           607004         Duc-06         557555         0         AH4646         PEF         Moga States Capual Constraints         Per de Swap           6070024         Jaceb States Capual Constraints         Per de Swap         Per de Swap         Per de Swap           6070024         Jaceb States Capual Constraints         Per de Swap         Per de Swap           6070024         Jaceb States Capual Constraints         Per de Swap         Per de Swap           6070024         Jaceb States Capual Constraints         Per de Swap         Per d										
bp:72004         Bp:60         27300         67300         A HU35         PEF         Diff Code Bink A market         Field Swap           bp:72004         Bp:60         Bp:72004         Bp:7					-					
by 27/2004         Db-26         57/75         67/775         C         Autor F         PFF         Deside Bark AG         Field Stap           by 2026         Db-26         66323         69532         C         Autor B         PFF         Deside Bark AG         Field Stap           by 2026         Db-26         69532         C         Autor B         PFF         Deside Bark AG         Field Stap           by 2026         Db-26         69532         C         Autor B         PFF         Deside Bark AG         Field Stap           by 2026         Db-26         69532         C         Autor B         PFF         Deside Bark AG         Field Stap           by 2026         Db-26         Stap Stap         C         Autor B         Field Stap         Field Stap           by 2026         Db-26         Stap Stap         C         Autor B         Field Stap         Field Stap           by 2026         Db-26         Stap Stap         C         Autor B         Field Stap         Field Stap           by 2026         Db-27         Db-27         Db-27         C         Autor B         Field Stap         Field Stap           by 2026         Db-27         Db-27         Db-27         C										
B-S2006         De-C6         66033         666873         0         A.1870         PFF           B-S2006         De-C6         660370         0         A.1872         PFF         Monge Sharter Conje Group Ic.         Field Swap           B-S2006         De-C6         600470         0         A.1132         PFF         Monge Sharter Conje Group Ic.         Field Swap           B-S2006         De-C6         600470         0         A.1123         PFF         PFP mb PF Porticits Kim America         Field Swap           B-S2006         De-C6         600470         0         A.1124         PFF         PFP mb PF Porticits Kim America         Field Swap           B-S2006         De-C6         600470         0         A.1144         PFF         PFP mb PF Porticits Kim America         Field Swap           B-S2006         Jund         S7378         C37370         0         A.1144         PFF         PFF mb P Porticits Kim America         Field Swap           B-S2006         Jund         S7378         C37370         0         A.1144         PFF         PFF mb P Porticits Kim America         Field Swap           B-S10206         Jund         S57370         C-A14104         PFF         PFF mb P Porticits Kim America         Field Swap					-					
Ber2001         De-02         66902         C 69302         C 69302 <thc 69302<="" th=""> <thc 69302<="" th=""> <thc 693<="" td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></thc></thc></thc>										
ar 192004         De-32         69931         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321         © 69321					-					
Bossbol         Decs 2         Bossbol         Court         Morgan Stamlery Capital Graup Inc.         Field Swap           10020004         Docs 5         Boble         Dock 5         Dock 5         Dock 5										
1002000 // Ceccl         00140         00147         0         Art733         PFF         BP Podulas Man Ameria         Free Swap           1002000 // 3000         00240         00140         0         Art734         PFF         BP Podulas Man Ameria         Free Swap           00270204         Janob         00230         0         Art934         PFF         BP Podulas Man Ameria         Free Swap           00270204         Janob         00237         0         Art934         PFF         Man Ameria         Free Swap           00270204         Janob         00237         0         Art934         PFF         Maga Stantov Zapit Cen pt Cen         Free Swap           00270204         Free Os         23300         273500         0         Art944         PFF         Maga Stantov Zapit Cen pt Cen         Free Swap           00270204         Free Os         23300         273500         0         Art944         PFF         Maga Stantov Zapit Cen pt Cen         Free Swap           0277004         Free Os         03402         PFF         Maga Stantov Zapit Cen pt Cen         Free Swap         Free Swap           0277004         Free Os         0         Art946         PFF         Maga Stantov Zapit Cen pt Cen         Free Swap </td <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td>					-					
ID232004         Decess B00164         S00164         O         Art1240         PFC         BP Product Neth America         Feed Swap           S142004         Jane 06         S12308         O         Art1645         PEF         BP Product Neth America         Feed Swap           S142004         Jane 06         S12308         O         Art1645         PEF         BP Product Neth America         Feed Swap           S142004         Jane 06         S12308         O         Art1645         PEF         BP Product Neth America         Feed Swap           S142004         Jane 06         S12308         O         Art1345         PEF         Mogan Statisty Capital Group Inc.         Feed Swap           S142004         Feed 06         S1310         2123010         Art1345         PEF         Mogan Statisty Capital Group Inc.         Feed Swap           S142004         Feed 06         S18302         G88808         Art134         PEF         Mogan Statisty Capital Group Inc.         Feed Swap           S142004         Feed 06         S18302         G88808         Art134         PEF         Mogan Statisty Capital Group Inc.         Feed Swap           S142004         Feed Swap         Art134         PEF         Mogan Statisty Capital Group Inc.         Feed Sw										
1:42004       June 0:       5:57200       0.       ArH405       PEC       Mogan Stating Capital Group Inc.       Field Swap         0:272004       Jane 0:       0:73707       0.       ArH304       PEC       Daudshoft Anneka       Field Swap         0:272004       Jane 0:       0:73707       0.       ArH304       PEC       Daudshoft Anneka       Field Swap         0:272004       Jane 0:       0:73707       0.       ArH405       PEC       Mogan Stating Capital Group Inc.       Field Swap         0:272004       Field Swap       Field Swap       Field Swap       Field Swap       Field Swap         0:272004       Field Swap       Field Swap       Field Swap       Field Swap       Field Swap         0:272004       Field Swap       ArH408       PEC       Mogan Stating Capital Group Inc.       Field Swap         0:272004       Field Swap       ArH408       PEC       Mogan Stating Capital Group Inc.       Field Swap         0:272004       Field Swap       Field Swap       Field Swap       Field Swap       Field Swap         0:27204       Maree 5:7717       C3772       ArH408       PEC       Mogan Stating Capital Group Inc.       Field Swap         0:272060       Maree 5:7718       C3772										
b7/2004       Ja-do       57300       27300       ArtL45       PEF       DP Pototas Nrth America       Fixed Swap         b7/2004       Ja-do       59327       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       57777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       577777       5777777       577777       577777       577777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       5777777       57777777       57777777       57777777       57777777       57777777       57777777       57777777       57777777       5777777       57777777       5777777										
57/2000         Jun do 57/27         57/277         0         ArtUP7         PEF         Dueloche Bahk AG         Fixed Swap           50/2000         Jun do 50237         66328         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Jun do 50237         66328         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Feb do 572700         6760700         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Feb do 572700         75770         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Feb do 58237         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Marcolio 57372         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Marcolio 57375         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fixed Swap           50/2000         Marcolio 57375         0         ArtUP7         PEF         Margan Statistics Capital Group Inc.         Fix					0					
Biologola         Janob         Genetics         O         All 156         PEF         Mogan Stately Capital Group Inc.         Find Swap           5/472004         Fee-do         57370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         67370         673710         673710         67370         67370         67370         67370         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         673710         6737					0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
Sh 14/2004         Feb-86         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547/20         547					0	AJH894	PEF	J Aron	Fixed Swap	
B 5272004         Feb.36         73310         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57370         57372         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         573772         5737772         573772         573772	8/20/2004	Jan-06	689881	689881	0	AJI136			Fixed Swap	
Sc72004         Feb.06         S7770         Sc727004         Feb.06         Sc727004         Feb.06         Sc727004         Feb.06         Sc727004         Feb.06         Sc727004         Feb.06         Sc727004         Anno         Fixed Swap           Sc727004         Marc80         Sc727004         Anno         Fixed Swap           Sc727004         Marc80         Sc727004         Marc80         Sc727004         Anno         Fixed Swap         Fixed Swap           Sc727004         Anro60         Sc22705         AnHu84         PEF         Marc80         Sc207004         Anro6         Fixed Swap           Sc727004         Anro6         Sc22705         Sc247810         A.Hu84         PEF         D PaddvG Sc201010         Fixed Swap           Sc727004         Apr06         Sc5064         O         AHu57         PEF         Morgan Stanley Capial Group Inc.         Fixed Swap	5/14/2004	Feb-06	554760	554760	0					
B         9:9200         Fib-0         68923         669230         0         AlH84         PEF         Morgan Stately Capital Group inc.           6:142004         Mar-0         554765         654765         0         AlH84         PEF         Morgan Stately Capital Group inc.           7:42004         Mar-0         554765         654765         0         AlH84         PEF         BP roducts North America           7:42004         Mar-06         573712         773771         0         AlH154         PEF         BP roducts North America           7:42004         Mar-06         653776         65377         Distribution Stately Capital Group inc.         Fixed Swap           7:41204         Apr-06         573757         0         AlH044         PEF         Morgan Stately Capital Group inc.         Fixed Swap           9:17204         Apr-06         57375         573716         0         AH1046         PEF         Bernol Group inc.         Fixed Swap           9:17204         Apr-06         57375         573716         0         AH1047         PEF         Morgan Stately Capital Group inc.         Fixed Swap           9:17204         Apr-06         532756         563566         0         AH1732         PEF         Morgan St	5/27/2004	Feb-06	573510	573510						
B 202020         Feb de Boseza         Gesesa         0         A.H138         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           527/2004         Mar-06         53714         573714         0         AH1054         PEF         By inducts Nath America         Fixed Swap           8/17/2004         Mar-06         689327         659327         0         AH1054         PEF         Ducts Nath America         Fixed Swap           8/19/2004         Mar-06         689327         659327         0         AH1054         PEF         Ducts Nath America         Fixed Swap           8/19/2004         Mar-06         689257         0         AH1064         PEF         Ducts Nath America         Fixed Swap           5/14/2004         Apr-06         54766         0         AH1064         PEF         Ducts Nath America         Fixed Swap           6/14/2004         Apr-06         554766         0         AH1067         PEF         Ducts Nath America         Fixed Swap           6/14/2004         Apr-06         509512         0         AH1067         PEF         Ducts Nath America         Fixed Swap           6/14/2004         Apr-06         509512         0         AH1058         PEF         Ducts Nath Am	5/27/2004	Feb-06	573770	573770	-					
EI H42004         Mar-06         554765         0         AHN969         FEF         Morgan Stately Capital Group Inc.         Fixed Swap           52772004         Mar-06         573514         0         AHU547         FEF         BP Products Nnth Ameria         Pixed Swap           81972004         Mar-06         673571         573757         0         AHU547         FEF         B Products Nnth Ameria         Pixed Swap           81972004         Mar-06         689527         698527         0         AHU548         FEF         Morgan Stately Capital Group Inc.         Fixed Swap           5142204         Ap.06         673571         573775         0         AHU547         FEF         Morgan Stately Capital Group Inc.         Fixed Swap           6/4/2004         Ap.06         673757         573775         0         AHV571         FEF         Morgan Stately Capital Group Inc.         Fixed Swap           6/4/2004         Ap.06         638504         638504         FEF         Morgan Stately Capital Group Inc.         Fixed Swap           6/4/2004         Ap.06         698027         638929         0         AH1964         FEF         Jaron         Fixed Swap           6/4/2004         Ap.06         698027         539550										
5272004       Marc66       673514       573752       0       AHU645       PEF       PEF       PErdut5 NanA America       Fixed Swap         8/19204       Marc66       689327       689328       0       AHU644       PEF       Juann       Fixed Swap         5/14204       Marc66       689327       689328       0       AHU644       PEF       Marca Stante/ Capital Group Inc.         5/14204       Aprc66       554788       0       AHU644       PEF       PEr Buicks Bank AC       Fixed Swap         5/14204       Aprc66       573712       573715       0       AHU647       PEF       Perducts Notin America         5/14204       Aprc66       673715       573715       0       AHU647       PEF       Perducts Notin America       Fixed Swap         6/120204       Aprc66       673712       593715       0       AHU647       PEF       Defutich Bank AC       Fixed Swap         6/120204       Aprc66       689329       698329       0       AH1648       PEF       Defutich Bank AC       Fixed Swap         6/120204       Aprc66       689329       689329       0       AH1644       PEF       Marga Stanky Capital Group Inc.       Fixed Swap       Fixed Swap       Fixed					-					
5/27/2004         Mar.06         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         67/37/2         <										
BY10/2044         Mar-06         669322         6693825         0         A.H834         PEF         J.Ann         Fixed Swap           5/14/2004         Apr-06         654786         557480         0         A.H4466         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         Apr-06         573516         573516         0         AHU574         PEF         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/12/2004         Apr-06         55554         565567         0         AHV574         PEF         PEF         Deutsche Bank AG           6//2004         Apr-06         56554         565567         0         AHV539         PEF         Deutsche Bank AG         Fixed Swap           6//2004         Apr-06         569322         659322         0         AH9494         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/10/2004         Apr-06         693223         663920         AH14964         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         May-06         57371         0         AH1496         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         May					-					
B:207004         Mar-0E         698985         0         A.1136         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           51/42004         Apr-06         573775         673775         0         ArtHv56         PEF         BP Products tom harriss           50/2004         Apr-06         573376         0         ArtHv54         PEF         BP Products tom harriss           50/2004         Apr-06         555578         0         ArtHv512         PEF         BP Products tom harriss         Fixed Swap           50/2004         Apr-06         585557         565657         0         ArtHv512         PEF         Brogan Stanley Capital Group Inc.         Fixed Swap           6//2004         Apr-06         585557         565657         0         ArtHv512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8//8/2004         Apr-06         589577         0         ArtHv514         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           51/4/2004         May-06         554771         0         ArtHv512         PEF         BP Products Pathoria         Fixed Swap           51/4/2004         May-06         554771         0         ArtHv512         PEF         BP Products										
5/14/2004       Apr-0a       5478/88       5578/88       0       AHN466       PEF       Morgan Stating/Capital Group Inc.       Fixed Swap         5/14/2004       Apr-0a       573518       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/12/2004       Apr-0a       585504       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/12/2004       Apr-0a       585507       0       AHV539       PEF       Deutsche Bank AG       Fixed Swap         6/12/2004       Apr-0a       585507       0       AHV539       PEF       Deutsche Bank AG       Fixed Swap         8/19/2004       Apr-0a       585917       0       AHV539       PEF       Deutsche Bank AG       Fixed Swap         8/19/2004       Apr-0a       689827       689829       0       AHV646       PEF       Morgan Statiey Capital Group Inc.       Fixed Swap         5/14/2004       May-0a       573320       AHV646       PEF       Morgan Statiey Capital Group Inc.       Fixed Swap         5/14/2004       May-0a       573320       AHV647       PEF       Deutsche Bank AG       Fixed Swap         5/14/2004       May-0a       535260       0       AHV539       PEF					-					
5r/2004         Apr.68         573716         573716         0         AHU545         PEF         B <sup>2</sup> Poducis Norin America         Fixed Swap           6//2004         Apr.68         583504         585504         0         AHV512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6//2004         Apr.68         585557         585657         0         AHV512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6//2004         Apr.68         588557         586567         0         AHV268         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6//2004         Apr.66         588302         0         AJH266         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6//20204         Apr.66         564771         AHV165         PEF         BP Poducis North America         Fixed Swap           5//20204         May.66         573777         AHV164         PEF         BP Poducis North America         Fixed Swap           5//20204         May.66         573777         AHV164         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6//20204         May.66         585506         0         AHY512         PEF										
sozzona         Apr.08         sozzona         Apr.06         Apr.06         Apr.06         Apr.06         Apr.06         Apr.06         Apr.06         Apr.07         Apr.07         Apr.07										
6/4/2004       Apr-08       588504       695505       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       Apr-66       595912       0       AH2966       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/19/2004       Apr-66       698329       0       AH1964       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/19/2004       Apr-66       698329       0       AH1964       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/14/2004       May-66       54771       554771       0       AHN496       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/21/2004       May-66       573520       0       AHU654       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/21/2004       May-66       585559       585550       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       May-66       596314       0       AH2966       PEF       Deutsche Bank AG       Fixed Swap         8/19/2014       May-66       589559       585569       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap										
64/2004         Åpr o6         586557         0         ÅHY339         PEF         Deutsche Bank AG         Fixed Swap           6/8/2004         Åpr o6         589329         689329         689329         689329         689329         689329         689329         689329         689329         6899329         0         ALH36         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/12/2004         May o6         554771         554771         0         AHN46         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         May o6         573520         0         AHU454         PEF         Deutsche Bank AG         Fixed Swap           5/14/2004         May o6         573777         573770         0         AHU454         PEF         Deutsche Bank AG         Fixed Swap           6/4/2004         May o6         586569         586569         0         AHY539         PEF         Deutsche Bank AC         Fixed Swap           6/9/2004         May o6         589550         0         AHY539         PEF         Deutsche Bank AC         Fixed Swap           6/9/2004         May o6         689531         890914         0         AH268         986569         AL1										
6/8/2004         Apr:06         500012         560012         0         AH266         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/20/2004         Apr:06         6989897         989807         0         AJH364         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         May:06         5/3777         5/3777         0         AHU545         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/27/2004         May:06         5/3250         0         AHU545         PEF         Deutsche Bank AG         Fixed Swap           6/4/2004         May:06         566506         0         AHY512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         May:06         566506         0         AHY512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         May:06         569507         686508         0         AHY512         PEF         Jaron           8/27/2004         May:06         569508         689331         0         AJH296         PEF         Jaron           8/27/2004         May:06         569213         0         AJL500         PEF         J										
8/19/2004       Apr-06       689329       0       AJH894       PEF       J Aron       Fixed Swap         8/20/2004       Apr-06       689807       0       AJH896       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/14/2004       May-06       573520       0       AHU54       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       May-06       573577       0       AHU54       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       May-06       565565       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       May-06       590914       590914       0       Al2966       PEF       Jaron       Fixed Swap         6/4/2004       May-06       689390       0       AL136       PEF       Jaron       Fixed Swap         8/20/2004       May-06       689890       0       AL1580       PEF       Jaron       Fixed Swap         8/20/2004       May-06       689890       0       AL1580       PEF       Jaron       Fixed Swap         10//2004       May-06       69814       689899       0       AL1580       PEF       Jaron       Fixed Swap										
6/20/2004         Apr-06         689807         689807         0         Al136         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/14/2004         May-06         573520         0         AH1045         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/27/2004         May-06         57377         67377         0         AH1054         PEF         Deutsche Bank AG           6/4/2004         May-06         585506         0         AH1733         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         May-06         585559         585569         0         AH1939         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/19/2004         May-06         589331         0         AJ1994         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/27/2004         May-06         598599         698599         0         AJ1680         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           10/07/2004         May-06         598599         698599         0         AJ1680         PEF         J Aron         Fixed Swap           10/07/2004         May-06         5767200         767200					0	AJH894	PEF	J Aron	Fixed Swap	
5272004       May-06       573520       0       AHU545       PEF       BP Products North America       Fixed Swap         5272004       May-06       55506       555506       AHU571       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       May-06       565506       555506       AHY530       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       May-06       569014       580556       0       AHY530       PEF       Deutsche Bank AG         8/19/2004       May-06       689311       689331       0       AJH694       PEF       Deutsche Bank AG         8/27/2004       May-06       689331       689890       0       AJH694       PEF       Deutsche Bank AG         8/27/2004       May-06       698599       698699       0       AJ136       PEF       J Aron       Fixed Swap         8/27/2004       May-06       698614       698614       0       AJ136       PEF       J Aron       Fixed Swap         10/8/2004       May-06       7672100       787216       0       AK1924       PEF       J Aron       Fixed Swap         5/14/2004       Jun-06       557372       0       AK1924       PEF       D Aron				689887	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
St27t204         May-06         573777         573777         0         AHU674         PEF         Deutsche Bank AG         Fixed Swap           6/4/2004         May-06         585559         0         AHY512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         May-06         595595         0         AHY512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/19/2004         May-06         69890         0         AJH894         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/2/20204         May-06         698950         0         AJL580         PEF         JAron         Fixed Swap           8/2/7/2004         May-06         698599         0         AJL580         PEF         JAron         Fixed Swap           10/8/2004         May-06         767200         78720         0         AK1916         PEF         JAron         Fixed Swap           5/14/2004         Jun-06         573778         0         AHU674         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           5/3772004         Jun-06         573778         0         AHU674         PEF         Morgan Stanley Capital Group Inc.	5/14/2004	May-06	554771	554771	0	AHN496				
6/4/2004       May 06       585506       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       May-06       585559       585559       585559       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/19/2004       May-06       689331       689930       0       AJH294       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/20/2004       May-06       689890       0       AJH34       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/27/2004       May-06       698614       0       AJL580       PEF       J Aron       Fixed Swap         10/8/2004       May-06       698614       0       AJL580       PEF       J Aron       Fixed Swap         5/27/2004       May-06       767210       787246       AK1916       PEF       J Aron       Fixed Swap         5/27/2004       May-06       767210       787246       AK1924       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573522       673622       AH1946       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06	5/27/2004	May-06	573520	573520	0					
6/4/2004       May-06       585559       685559       0       AHY539       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       May-06       689331       0       AH2966       PEF       Deutsche Bank AG       Fixed Swap         8/20/2004       May-06       689331       0       AJ136       PEF       J Aron       Fixed Swap         8/20/2004       May-06       698990       689890       0       AJ136       PEF       J Aron       Fixed Swap         8/27/2004       May-06       698699       698699       0       AJL680       PEF       J Aron       Fixed Swap         10///2004       May-06       698614       0       AJL580       PEF       J Aron       Fixed Swap         10///2004       May-06       767216       767216       767216       767216       767216       Offraid       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573778       O       AHN496       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573778       O AHU545       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       585508 <td></td> <td></td> <td></td> <td></td> <td>-</td> <td></td> <td></td> <td></td> <td></td> <td></td>					-					
6/8/2004       May-06       590914       590914       0       AH2966       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/20/2004       May-06       689890       689890       0       AJ1136       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/20/2004       May-06       698599       698599       0       AJL580       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/21/2004       May-06       698599       698599       0       AJL580       PEF       J Aron       Fixed Swap         10/8/2004       May-06       698599       698514       0       AJL580       PEF       J Aron       Fixed Swap         10/8/2004       May-06       698614       0       AJL580       PEF       J Aron       Fixed Swap         5/14/2004       May-06       554773       654773       0       AK1924       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/272004       Jun-06       573778       0       AH1045       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       58508       586508       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap										
8/19/2004       May-06       689331       6899331       0       AJH894       PEF       J Aron       Fixed Swap         8/20/2004       May-06       689990       689990       0       AJL580       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/27/2004       May-06       696599       0       AJL580       PEF       J Aron       Fixed Swap         8/27/2004       May-06       696514       698614       0       AJL590       PEF       J Aron         10/8/2004       May-06       767210       767220       0       AK1924       PEF       J Aron         5/14/2004       Jun-06       554773       554773       0       AHN496       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       568508       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       589915       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/8/2004       Jun-06       589915       0       AHY512										
8/20/2004       May-06       689890       0       AJI136       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/27/2004       May-06       698599       698599       0       AJL580       PEF       J Aron       Fixed Swap         8/27/2004       May-06       698614       0       AJL580       PEF       J Aron       Fixed Swap         10/8/2004       May-06       767200       767200       0       AK1916       PEF       J Aron       Fixed Swap         10/8/2004       May-06       767216       767216       0       AK1924       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/11/2004       Jun-06       554773       0       AH1045       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       573778       0       AH1047       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       0       AH1539       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       5890915       0       AH1539       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       589568       589569										
8/27/2004       May-06       698599       698599       0       AJL580       PEF       J Aron       Fixed Swap         8/27/2004       May-06       698614       698614       0       ALS90       PEF       J Aron       Fixed Swap         10/8/2004       May-06       767200       787216       0       AKI916       PEF       J Aron       Fixed Swap         10/8/2004       May-06       767210       787216       0       AKI924       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/14/2004       Jun-06       554773       554773       0       AHN496       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573778       0       AHU545       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       586508       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       586563       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       5890815       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         8/19/2004 <td< td=""><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></td<>										
8/27/2004       May-06       698614       698614       0       AJL590       PEF       J Aron       Fixed Swap         10/0/2004       May-06       767200       787200       0       AK1914       PEF       J Aron       Fixed Swap         5/14/2004       Jun-06       554773       554773       0       AHN496       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573728       0       AHN496       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       586508       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       568563       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       589915       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/8/2004       Jun-06       589915       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       5899										
10/8/2004       May-05       767200       787200       0       AKI916       PEF       J Aron       Fixed Swap         10/8/2004       May-06       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216       767216					-					
10/8/2004       May-06       767216       767216       767216       0       AKI924       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/14/2004       Jun-06       554773       654773       0       AHU545       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573722       0       AHU545       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       0       AHU574       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       558508       685508       0       AHV512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585563       585663       585663       0       AHV512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585563       586963 fo       0       AH2369       PEF       Deutsche Bank AG       Fixed Swap         8/19/2004       Jun-06       689333       0       AH2369       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AH2369       PEF       Morgan Stanley Capital Group Inc					-					
5/14/2004       Jun-06       554773       554773       0       AHN496       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         5/27/2004       Jun-06       573522       6573527       0       AHU674       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       585508       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       Jun-06       585563       585508       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585563       0       AHY512       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       5890915       0       AHY366       PEF       Deutsche Bank AG       Fixed Swap         8/19/2004       Jun-06       689333       0       AHY364       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AHY364       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004										
5/27/2004       Jun-06       573522       673522       0       AHU545       PEF       BP Products North America       Fixed Swap         5/27/2004       Jun-06       573778       573778       0       AHU674       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       585508       5885608       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       Jun-06       585563       0       AHY513       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       Jun-06       590915       0       AHY539       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       590915       0       AH296       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AJH894       PEF       Jaron       Fixed Swap										
5/27/2004         Jun-06         573778         573778         0         AHU674         PEF         Deutsche Bank AG         Fixed Swap           6/4/2004         Jun-06         585508         585508         0         AHY512         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         Jun-06         585563         586563         0         AHY519         PEF         Deutsche Bank AG         Fixed Swap           6/4/2004         Jun-06         590915         0         AH296         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           6/4/2004         Jun-06         689333         0         AJH894         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap           8/19/2004         Jun-06         689333         0         AJH894         PEF         Morgan Stanley Capital Group Inc.         Fixed Swap										
6/4/2004       Jun-06       585508       0       AHY512       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         6/4/2004       Jun-06       585563       0       AHY513       PEF       Deutsche Bank AG       Fixed Swap         6/4/2004       Jun-06       590915       0       AH2566       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AJH894       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AJH894       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap					0	AHU674				
6/4/2004       Jun-06       585563       0       AHY539       PEF       Deutsche Bank AG       Fixed Swap         6/8/2004       Jun-06       590915       0       AHZ966       PEF       Morgan Stanley Capital Group Inc.       Fixed Swap         8/19/2004       Jun-06       689333       0       AJH894       PEF       J Aron       Fixed Swap		Jun-06	585508	585508	0					
8/19/2004 Jun-06 689333 0 AJH894 PEF J Aron Fixed Swap	6/4/2004									
8/20/2004 Jun-06 689894 Alt State PEF Morgan Stanley Capital Group Inc.   Fixed Swap										
	8/20/2004	Jun-06	689894	689894	0	J AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	

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1	8/27/2004	Jun-06	698601	698601	0	AJL580	PEF	J Aron	Fixed Swap	and the second state of th
	8/27/2004	Jun-06	698618	698618	0	AJL590	PEF	J Aron	Fixed Swap	
	10/8/2004	Jun-06	767202	767202	0	AKI916	PEF	J Aron	Fixed Swap	
	10/8/2004	Jun-06	767220	767220	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/14/2004	Jul-06	554777	554777	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/27/2004	Jul-06	573524	573524	0	AHU545	PEF	BP Products North America	Fixed Swap	
	5/27/2004	Jul-06	573780	573780	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
1	6/4/2004	Jul-06	585510	585510	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
1	6/4/2004	Jul-06	585565	585565	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap	
	6/8/2004	Jul-06	590916	590916	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/19/2004	Jul-06	689335	689335	Ō	AJH894	PEF	J Aron	Fixed Swap	
- 1	8/20/2004	Jul-06	689896	689896	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/27/2004	Jul-06	698606	698606	0	AJL580	PEF	J Aron	Fixed Swap	
	8/27/2004	Jul-06	698620	698620	0	AJL590	PEF	J Aron	Fixed Swap	
	10/8/2004	Jul-06	767206	767206	0	AKI916	PEF	J Aron	Fixed Swap	
· •	10/8/2004	Jul-06	767222	767222	0	AK19124	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/14/2004	Aug-06	554786	554786	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/27/2004	Aug-06	573527	573527	0	AHU545	PEF	BP Products North America	Fixed Swap	
	5/27/2004	Aug-06	573782	573782	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
	6/4/2004	Aug-06	585512	585512	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	6/4/2004	Aug-06	585567	585567	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap	
	6/8/2004	Aug-06	590917	590917	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/19/2004	Aug-06	689337	689337	0	AJH894	PEF	J Aron	Fixed Swap	
	8/20/2004	Aug-06	689898	689898	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/27/2004	Aug-06	698608	698608	0	AJL580	PEF	J Aron	Fixed Swap	
	8/27/2004	Aug-06	698622	698622	0	AJL590	PEF	J Aron	Fixed Swap	
	10/8/2004	Aug-06	767208	767208	0	AKI916	PEF	J Aron	Fixed Swap	
	10/8/2004	Aug-06	767224	767224	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/14/2004	Sep-06	554788	554788	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/27/2004	Sep-06	573531	\$573531	0	AHU545	PEF	BP Products North America	Fixed Swap	
	5/27/2004	Sep-06	573784	573784	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	
	6/4/2004	Sep-06	585514	585514	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	6/4/2004	Sep-06	585570	585570	0	AHY539	PEF	Deutsche Bank AG	Fixed Swap	
	6/8/2004	Sep-06	590920	590920	0	AHZ970	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/19/2004	Sep-06	689339	689339	0	AJH894	PEF	J Aron	Fixed Swap	
	8/20/2004	Sep-06	689910	689910	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	8/27/2004	Sep-06	698610	698610	0	AJL.580	PEF	J Aron	Fixed Swap	
	8/27/2004	Sep-06	698624	698624	0	AJL590	PEF	J Aron	Fixed Swap	
	10/8/2004	Sep-06	767212	767212	0	AKI916	PEF	J Aron	Fixed Swap	
	10/8/2004	Sep-06	767226	767226	0	AKI924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	and the second se
	5/14/2004	Oct-06	554799	554799	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	
	5/27/2004	Oct-06	573535	573535	0	AHU803	PEF	BP Products North America	Fixed Swap	
	5/27/2004	Oct-06	573788	573788	0	AHU932	PEF	Deutsche Bank AG	Fixed Swap	
	8/19/2004	Oct-06	689341	689341	0	AJH894	PEF	J Aron	Fixed Swap	
1	8/20/2004	Oct-06	689912	689912	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	

Checks:

4

PEF-RC- 021973

\$ 23,470,799

# CONFIDENTIAL



PEF-RC- 021974

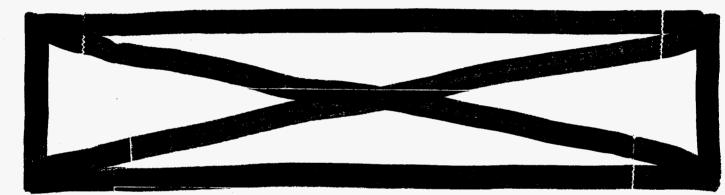
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PEF # 6 Oil Hedge Deals (MTM) As of 6/15/2005





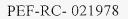
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#### PEF Oil Hedges - MtM 10/29/2004

	Delivery Month					
Data		Nov-04	Dec-04	Jan-05	Feb-05	Mar-05
Sum of Volume				4.		
Sum of Discounted MTM		1				الحرية الحرية من ا

	Short Term < 13 Months	Long Term > 12 Months	
	November 2004 - October 2005	November 2005 - October 2006	Total
Volume			
Discounted MtM			\$23,470,799



# CONFIGNER

				and the state of the	-
Oct-05	co-dec	GU-INL	GO-UNC	May-U5	

May-06		A Real Property and a real property of the second
Apr-06	•	
Mar-06		
Feb-06		
Jan-06		
Dec-05		the second se
Nov-05		

,

Jun-06	Jul-06	Aug-06	Sep-06	Oct-06 Grand Total
			and the second	23470799

Current Date		
ALL POSITIONS	As of	10/29/2004

#### #6 Oil Fixed Swap (Financial Hedge Contracts)

	Data			
Transaction Month	Volume	Sum of MTM	Sum of Discounted MTM	Average of Market Price
Nov-04		an a	a - Malandar - Andreas - Andrea	
Dec-04		· · · · · · · · · · · · · · · · · · ·		
Jan-05				
Feb-05				
Mar-05				2 a 10 a 12
Apr-05				
May-05				
Jun-05				
Jul-05				and a second
Aug-05				
Sep-05				
Oct-05				
Nov-05				
Dec-05				
Jan-06				
Feb-06				
Mar-06				
Apr-06				
May-06				
Jun-06				
Jul-06				
Aug-06				
Sep-06				
Oct-06				
Grand Total			23,470,799	\$

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failure to pay referred to in (2) is a failure to pay caused by an error or omission of an administrative or operational nature; and (b) funds were available to the party to enable it to make the relevant payment when due; and (c) the relevant payment is made within three Local Business Days following receipt of written notice from an interested party of the failure to pay.

"Specified Indebtedness" shall have the meaning specified for such term in Section 14 of this Agreement; provided, however, in no event shall such term include amounts not paid due to an Illegality.

"Threshold Amount" means (i) with respect to Party A, for the stockholders' equity of Party A (or Party A's Credit Support Provider, as applicable) and (ii) with respect to Party B, for the stockholders' equity of Party B (or Party B's Credit Support Provider, as applicable).

- (d) *Termination Events.* Section 5(b)(ii) is hereby amended by deleting the words "or there is a substantial likelihood that it will". Section 5(b)(v) is hereby amended by deleting the words "or any Confirmation" and "or such Confirmation".
- (e) The "*Credit Event Upon Merger*" provisions of Section 5(b)(iv) will apply and shall be amended in its entirety to read as follows:

If "Credit Event Upon Merger" is specified in the Schedule as applying to a party, (aa) such party ("X"), any Credit Support Provider of X or any applicable Specified Entity of X consolidates or amalgamates with, or merges with or into, or transfers all or substantially all its assets to, another entity, or (bb) any person or entity acquires directly or indirectly the beneficial ownership of equity securities and has power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy making decisions of X, or (cc) X enters into any agreement providing for (aa) or (bb) above, and that action does not constitute an event described in Section 5(a)(viii) but the creditworthiness of the resulting, surviving or transferee entity is materially weaker than that of X or it's Credit Support Provider or that Specified Entity, as the case may be, immediately before that action (and, in such event, X or its successor or transferee, as appropriate, will be the Affected Party); provided, however, that the phrase "materially weaker" shall include, but shall not be limited to, instances in which, on any date of determination, the senior, unsecured long term debt rating (not secured by third party credit enhancement) of the resulting, surviving, or transferee entity or such entity's Credit Support Provider, if any, is rated less than investment grade or not rated by either Standard & Poor's Rating Group or Moody's Investor Services, Inc.; or"

- (f) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A or to Party B.
- (g) Calculations. Section 6(d)(ii) is hereby changed by (i) deleting the words "on the day" from the second line thereof and replacing the deleted portion with "two (2) Local Business Days from the day"; and (ii) in the fourth line changing "two" to "three".

Party A \_\_\_\_\_ Party B \_\_\_\_\_

DEE DC MAAMAA

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(iii) Other Eligible Support. The following will qualify as "Other Eligible Support" for the party specified:

	Party A	Party B
Letter of Credit [as defined in Paragraph 13(j) below]	Х	Х

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) twenty (20) or fewer Local Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

#### (iv) Thresholds.

- (A) *"Independent Amount"* shall not apply for purposes of this Annex.
- (B) "Threshold"
- (i) For Party A means, as of any valuation date, the Theshold shall be
- (ii) For Party B means, as of any valuation date, the Threshold shall be the lessor of
  - a. the maximum dollar amount, if any, provided in the guaranty from it's Credit Support Provider; or
  - b.

(C) "*Minimum Transfer Amount*" means, with respect to a party, a provided, however, that if an Event of Default or Termination Event has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be

(D) *Rounding.* The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of S

#### (c) Valuation and Timing.

(i) *"Valuation Agent"* means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent.

(ii) "Valuation Date" means any Local Business Day.

#### SCHEDULE

#### to the ISDA Master Agreement

dated as of July 21, 2003 between Deutsche Bank AG ("Party A") and Florida Power Corporation d/b/a Progress Energy Florida, Inc. ("Party B")

#### Part 1. Termination Provisions.

(a) "Specified Entity" means in relation to Party A and Party B for the purposes of:

Section 5(a)(v):	Not Applicable
Section 5(a)(vi):	Not Applicable
Section 5(a)(vii):	Not Applicable
Section 5(b)(iv):	Not Applicable

- (b) "Specified Transaction" shall have the meaning specified in Section 14 of this Agreement; provided, however, Section 14 is amended by adding the text ", commodity transaction, credit derivative transaction, repurchase or reverse repurchase transaction, securities lending transaction, futures transaction, prime brokerage or margin lending transaction" after the words "foreign exchange transaction" in the sixth line thereof.
- (c) The "*Cross Default*" provisions of Section 5(a)(vi) will apply to Party A and Party B; provided, however:
  - (i) Section 5(a)(vi) is hereby amended by the deletion of the words "or becoming capable at such time of being declared" from clause (1) of such provision; and
  - (ii) Adding at the end of Section 5(a)(vi) the following immediately after "period)":

"and in either case, the other party determines in good faith that it has reasonable grounds to conclude that the performance by the Defaulting Party of its financial obligations hereunder is endangered."

With regard to Party A, "Threshold Amount" means for fits shareholders' equity (i.e., the sum of capital and disclosed reserves as reported in the most recently published annual audited consolidated financial statements of Deutsche Bank AG.)

With regard to Party B, any applicable Specified Entity of Party B or any Credit Support Provider of Party B, "Threshold Amount" means for of its shareholders' equity (as calculated in accordance with generally accepted accounting principles applicable to it)."

(d) The "*Credit Event Upon Merger*" provision in Section 5(b)(iv), which applies to both parties, is hereby amended to read as follows:

"(iv) Credit Event Upon Merger. "Credit Event Upon Merger" means that a Designated Event (as defined below) occurs with respect to a party, any Credit Support Provider of such party or any applicable Specified Entity of such party (in each case, "X") and such Designated Event does not constitute a Merger Without Assumption under Section 5(a)(viii) hereof and, in the reasonable opinion of the other party, the creditworthiness of X or, if applicable, the successor, surviving or transferee entity of X, after taking into account any applicable Credit Support Document, is materially weaker than X immediately prior to such action, (and, in such event, such party or its successor, surviving or transferee entity, as appropriate, will be the Affected Party). The phrase "materially weaker" shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity's Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor's Rating Group or Moody's Investor Services, Inc. For purposes hereof, a "Designated Event" with respect to X means that, after the date of this Agreement:

- X consolidates or amalgamates with, or merges into, or transfers all or substantially all of its assets (or any substantial part of the assets comprising the business conducted by X as of the date of this Agreement) to, or receives all or substantially all the assets or obligations of, another entity;
- (2) any person or entity acquires directly or indirectly the beneficial ownership of equity securities having the power to elect a majority of the board of directors of X or otherwise acquires directly or indirectly the power to control the policy-making decisions of X;
- (3) X effects any substantial change in its capital structure by means of the issuance, incurrence or guarantee of debt or the issuance of preferred stock or other securities convertible into, or exchangeable for, debt or preferred stock; or
- (4) X enters into any agreement providing for any of the foregoing."
- (e) The "*Automatic Early Termination*" provision of Section 6(a) will not apply to Party A or to Party B.



(x) an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event or Specified Condition has occurred and is continuing with respect to (i) Party A or (ii) Party B or

(y) (i) Party A or (ii) Party B has no unsubordinated, unsecured, long-term debt rated by either Standard & Poor's Corporation or Moody's,

then the Threshold of the applicable party shall be zero.

Rating by S&P	Rating by Moody's	Threshold in Dollars
AAA	Aaa	2
AA+ to AA-	Aal to Aa3	
A+ to A-	A1 to A3	
BBB+	Baal	
BBB	Baa2	
BBB -	Baa3	和高小 <b>拔</b> 1.1.111年代1月編
Below BBB- (or below)	Below Baa3 (or below)	a staronye dasharay

- (C) "Minimum Transfer Amount" means with respect to either party: provided, however, that the Minimum Transfer Amount for such party shall be zero upon the occurrence and during the continuance of an Event of Default, Potential Event of Default, Termination Event, Additional Termination Event, or Specified Condition with respect to such party.
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of **Constant and Constant and Constant**

#### (d) Valuation and Timing.

(i) *"Valuation Agent"* means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent.

- (ii) *"Valuation Date"* means: Any Local Business Day.
- (iii) "Valuation Time" means:
  - [X] the close of business in the city of the Valuation Agent on the Valuation Date or date of calculation, as applicable;
  - [] the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable;



(e) "*Threshold Amount*" means (i) with respect to Party A, for the stockholders' equity of Party A (or Party A's Credit Support Provider, as applicable) and (ii) with respect to Party B, for the stockholders' equity of Party B (or Party B's Credit Support Provider, as applicable).

(f) The "*Credit Event Upon Merger*" provisions of Section 5(b)(iv) will apply to Party A and Party B; provided, however, that the phrase "materially weaker" shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity's Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor's Rating Group or Moody's Investor Services, Inc.

(g) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A or to Party B.

(h) *Calculations.* Section 6(d)(ii) is hereby changed by (i) deleting the words "on the day" from the second line thereof and replacing the deleted portion with "two (2) Local Business Days from the day"; and (ii) in the fourth line changing "two" to "three".

(i) *Payments on Early Termination*. For the purpose of Section 6(e) of this Agreement:

- (i) Market Quotation will apply.
- (ii) The Second Method will apply.

(j) *"Termination Currency"* shall be United States Dollars.

(k) *"Additional Termination Event"* will apply to Party A and to Party B. The following will constitute an Additional Termination Event:

(1) Impossibility. The occurrence of an Impossibility will also be a Termination Event, as to which the Affected Party shall be subject to an Impossibility. For purposes of this Agreement, "Impossibility" will mean the occurrence of a natural or man-made disaster, armed conflict, act of terrorism, riot, labor disruption or any other circumstances beyond its control after the date on which a Transaction is entered into which occurrence or condition makes it impossible (other than as a result of its own misconduct) for such a party:

 to perform any absolute or contingent obligation, to make a payment or delivery or to receive a payment or delivery in respect of such Transaction or to comply with any other material provision of this Agreement relating to such transaction; or

	Party A	Party B
Letter of Credit [as defined in Paragraph 13(j)]	X	Х

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fewer than twenty (20) Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

#### (iv) Thresholds.

(A) *"Independent Amount"* shall not apply for purposes of this Annex.

(B) (i) "Threshold" for Party A means as of any Valuation Date shall mean the lowest of; (i) the amount set forth below under the heading "Threshold" set forth opposite the Credit Rating for Party A or its Credit Support Provider, if applicable (based on the lower of the S&P or the Moody's ratings), (ii) the amount of any dollar limit contained in the then current guaranty provided by Party A or its Credit Support Provider, if applicable, that has been provided in relation to this Agreement or (iii) zero if an Event of Default with respect to Party A or its Credit Support Provider, if applicable as applicable has occurred and is continuing; provided, however, in the event that, and on the date that, Party A or its Credit Support Provider, if applicable cures the Event of Default on or prior to the date that Party A or its Credit Support Provider, if applicable is required to post Performance Assurance to Party B after a demand is made by Party B pursuant to the provisions of the Credit Support Annex on or after the occurrence of such Event of Default, (a) the Threshold for Party A or its Credit Support Provider, if applicable shall automatically increase from zero to the Threshold and (b) Party A or its Credit Support Provider, if applicable shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

#### Party A Threshold



#### S&P Credit Rating

#### Moody's Credit Rating

- AAA (or above) AA- to AA+ BBB+ BBB BBB-Below BBB- or unrated
- Aaa (or above) Aa3 to Aa1 A3 to A1 Baa1 Baa2 Baa3 Below Baa3 or unrated

In the event of a split rating by S&P and Moody's the lower of the two ratings will apply; provided, however, that if a party is only rated by one of the ratings firms, that rating shall then apply.



(ii) "Threshold" for Party B means as of any Valuation Date shall mean the lowest of; (i) the amount set forth below under the heading "Threshold" set forth opposite the Credit Rating for Party B or its Credit Support Provider, if applicable (based on the lower of the S&P or the Moody's ratings), (ii) the amount of any dollar limit contained in the then current guaranty provided by Party B or its Credit Support Provider, if applicable, that has been provided in relation to this agreement or (iii) zero if an Event of Default with respect to Party B or its Credit Support Provider, if applicable as applicable has occurred and is continuing; provided, however, in the event that, and on the date that, Party B or its Credit Support Provider, if applicable cures the Event of Default on or prior to the date that Party B or its Credit Support Provider, if applicable is required to post Performance Assurance to Party A after a demand is made by Party A pursuant to the provisions of the Credit Support Annex on or after the occurrence of such Event of Default, (a) the Threshold for Party B or its Credit Support Provider, if applicable shall automatically increase from zero to the Threshold and (b) Party B or its Credit Support Provider, if applicable shall be relieved of its obligation to post Performance Assurance pursuant to such demand.

#### Party B Threshold



#### S&P Credit Rating

AAA (or above)
AA- to AA+
A- to A+
BBB+
BBB
BBB-
Below BBB- or unrated

#### Moody's Credit Rating

Aaa (or above) Aa3 to Aa1 A3 to A1 Baa1 Baa2 Baa3 Below Baa3 or unrated

In the event of a split rating by S&P and Moody's the lower of the two ratings will apply; provided, however, that if a party is only rated by one of the ratings firms, that rating shall then apply.

(C) "*Minimum Transfer Amount*" means, with respect to a party, provided, however, that if an Event of Default has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be

(D) *Rounding.* The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of

#### (c) Valuation and Timing.

(i) *"Valuation Agent"* means, for purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3, and, for purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable,

"Threshold Amount" means (i) with respect to Party A, equivalent in another currency) and (ii) with respect to Party B, equivalent in another currency).

- (e) The "*Credit Event Upon Merger*" provisions of Section 5(b)(iv) will apply to Party A and Party B.
- (f) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A or to Party B.
- (g) *Payments on Early Termination.* For the purpose of Section 6(e) of this Agreement:
  - (i) Market Quotation will apply.
  - (ii) The Second Method will apply.
  - (iii) Notwithstanding the foregoing, Loss and Second Method shall apply with respect to weather-related derivative transactions based on climatic variable risks including, but not limited to, temperature, precipitation (including snow), sunlight hours, wind, and other indexable weather dependent measures or any combination thereof, as well as the forecast risk relating thereto.
- (h) *"Termination Currency"* shall be United States Dollars.
- (i) *"Additional Termination Event"* will not apply to Party A or to Party B.
- (j) *Amendments.* The parties agree to amend the following subsections of Section 5(a) as follows:
  - (i) clause (i): in the third line of this clause, delete the word "third" and insert the word "second;"
  - (ii) clause (ii): in the fifth line of this clause, delete the word "thirtieth" and insert the word "fifteen;" and
  - (iii) Section 5(a)(vii)(4) is amended by inserting a semi-colon after the word "liquidation" the first time such word appears in this subsection and deleting the rest of Section 5(a)(vii)(4); and
  - Section 5(a)(vii)(7) is amended by inserting a period after the word "assets" the second time such word appears in this subsection and deleting the rest of Section 5(a)(vii)(7).

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(iii) Other Eligible Support. The following will qualify as "Other Eligible Support" for the party specified:

	Party A	Party B
Letter of Credit as defined in Paragraph 13(j)	X	Х

The Valuation Percentage shall be 100% of the Value of the Other Eligible Support unless (i) a Letter of Credit Default shall apply with respect to such Letter of Credit, or (ii) fewer than twenty (20) Business Days remain prior to the expiration of such Letter of Credit, in either of which case the Valuation Percentage shall be zero.

- (iv) *Thresholds.* 
  - (A) *"Independent Amount"* shall not apply for purposes of this Annex.
  - (B) "Threshold" for Party A and Party B shall mean the amount set forth below under the heading "Threshold" opposite such party's current Credit Rating.Party B's Credit Rating will be the Credit Rating of The Goldman Sachs Group, Inc. or any successor entity. In the event of a split rating by S&P and Moody's the lower of the two ratings will apply. If at any time either S&P or Moody's ceases to assign a Credit Rating to a Party, then for so long as such Credit Rating is not assigned, that Party's Threshold shall be zero. In addition, if an Event of Default shall have occurred and be continuing with respect to a party then that party's Threshold shall be zero.

Threshold	S&P Credit Rating	<u>Moody's Credit</u> <u>Rating</u>
1 anternaturus, ginter	AAA (or above)	Aaa (or above)
	AA- to AA+	Aa3 to Aa1
	A- to A+	A3 to A1
	BBB+	Baa1
	BBB	Baa2
A CONTRACT OF A	BBB-	Baa3
and a second	Below BBB- or	Below Baa3 or
	unrated	unrated

- (C) *"Minimum Transfer Amount"* means, with respect to a party,
- (D) *Rounding.* The Delivery Amount and the Return Amount will be rounded up and down respectively to the nearest integral multiple of **Control**

Execution Copy

CONFIDENTIAL

#### SCHEDULE TO THE MASTER AGREEMENT dated as of December 15, 2003 between MORGAN STANLEY CAPITAL GROUP INC.

#### ("Party A")

and

#### FLORIDA POWER CORPORATION

d/b/a Progress Energy Florida, Inc. ("Party B")

#### Part 1. Termination Provisions

(a) "Specified Entity" means in relation to Party A and Party B for the purpose of:

Section 5(a)(v), None Specified Section 5(a)(vi), None Specified Section 5(a)(vii), None Specified Section 5(b)(iv), None Specified

- (b) "Specified Transaction" means, in lieu of the meaning specified in Section 14, any contract or transaction, including an agreement with respect thereto (whether or not documented under or effected pursuant to a master agreement) now existing or hereafter entered into between one party to this Agreement (or any Credit Support Provider of such party) and the other party to this Agreement (or any Credit Support Provider of such party).
- (c) "Cross Default" applies to Party A and Party B.
- (d) "Specified Indebtedness" has the meaning specified in Section 14 of this Agreement; provided, however, in no event shall such term include amounts not paid due to an Illegality.
- (e) "Threshold Amount" means, with respect to a party, U.S. or the equivalent in another currency, currency unit or combination thereof).
- (f) "Credit Event Upon Merger" provisions of Section 5(b)(iv) will apply to party A and Party B; provided, however, that the phrase "materially weaker" shall include, but shall not be limited to, instances in which the senior long term debt of the resulting, surviving, or transferee entity or such entity's Credit Support Provider, if any, is rated less than investment grade by either Standard & Poor's Rating Group or Moody's Investor Services, Inc.
- (g) The "Automatic Early Termination" provisions of Section 6(a) will not apply to Party A and will not apply to Party B.
- (h) **Payments on Early Termination.** For the purpose of Section 6(e) of this Agreement:
  - (i) Market Quotation will apply.
  - (ii) The Second Method will apply.
  - (iii) Notwithstanding the foregoing, Loss and Second Method shall apply with respect to weatherrelated derivative transactions based on climatic variable risks including, but not limited to, temperature, precipitation (including snow), sunlight hours, wind, and other indexable weather dependent measures or any combination thereof, as well as the forecast risk relating thereto.
- (i) "Termination Currency" means United States Dollars.

Threshold	S&P Credit Rating	Moody's <u>Credit Rating</u>
	AAA (or above) AA- to AA+ A- to A+ BBB+ BBB BBB- Below BBB- or unrated	Aaa (or above) Aa3 to Aa1 A3 to A1 Baa1 Baa2 Baa3 Below Baa3 or unrated

In the event of a split rating by S&P and Moody's the lower of the two ratings will apply.

- (C) "*Minimum Transfer Amount*" means, with respect to a party: provided, however, that if an Event of Default has occurred and is continuing with respect to a party, the Minimum Transfer Amount with respect to such party shall be
- (D) **Rounding.** The Delivery Amount and the Return Amount will be rounded up and down to the nearest integral amount of **Provident** respectively.

#### (c) Valuation and Timing

(i) *"Valuation Agent"* means, for the purposes of Paragraphs 3 and 5, the party making the demand under Paragraph 3 and, for the purposes of Paragraph 6(d), the Secured Party receiving or deemed to receive the Distributions or the Interest Amount, as applicable, unless there has occurred and is continuing any Event of Default or Termination Event with respect to such party, in which case the other party shall be the Valuation Agent. In addition, the Valuation Agent shall be the Secured Party for the purposes of calculating Value in connection with substitutions pursuant to Paragraph 4(d).

- (ii) *"Valuation Date"* means: At the request of either party, any Local Business Day which, if treated as a Valuation Date, would result in a Delivery Amount or Return Amount.
- (iii) "Valuation Time" means the close of business on the Local Business Day before the Valuation Date or date of calculation, as applicable, or any time on the Valuation Date or date of calculation, as applicable; provided that the calcula is of Value and Exposure will be made as of approximately the same time on the same date.
- (iv) "Notification Time" means 1:00 p.m., New York time, on a Local Business Day.

#### (d) Conditions Precedent and Secured Party's Rights and Remedies.

(i) The following Termination Event(s) shall be a *"Specified Condition"* for the party specified (that party being the Affected Party if the Termination Event occurs with respect to that party):

Party A	Party B
[X]	[X]
N/A	N/A
N/A	N/A
[X]	[X]
N/A	N/A
	[X] N/A N/A [X]

#### (e) Substitution

(i) *"Substitution Date"* has the meaning specified in Paragraph 4(d)(ii).

# STAFF 4<sup>th</sup> POD

# # 44

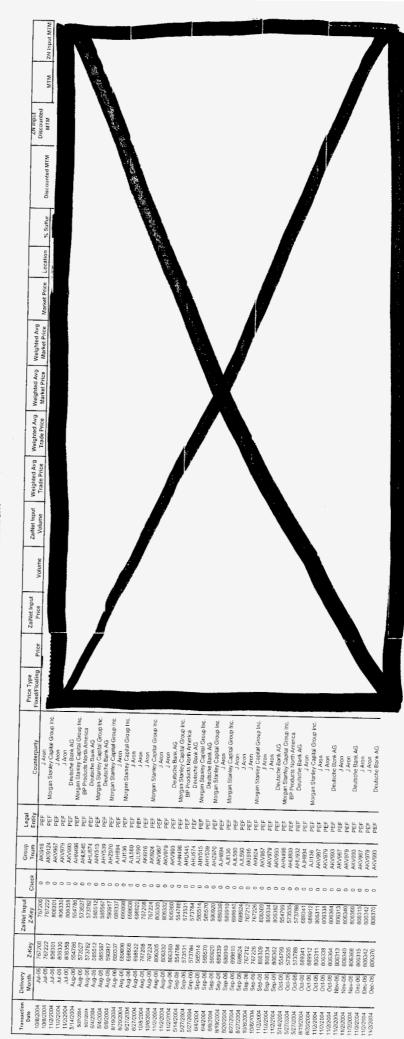
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Transaction	Delivery	1	ZaiNet Input		Group	1					·····		1	T	T		 	- <u> </u>	T	ZN Input	1
Date	Month	Z-Key	Z-Key	Check	Thurn	Legai Entity	Counterparty	Price Type Fixed/Floating	Price	ZaiNet Input Price	Volume	ZaiNet Input Volume	Weighted Avg Trade Price	Weighted A Trade Pric			Price Locatio	m % Sulfur	Discounted MTM	Discounted MTM	MTM ZN Input
5/14/2004 5/27/2004	Jan-06 Jan-06	554758 573508	554758 573508	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap							- 1						
5/27/2004	Jan-06	573767	573767	0	AHU545 AHU674	PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap	1												
8/19/2004	Jan-06	689323	689323	0	AJH894	PEF	J Aron	Fixed Swap											······		
8/20/2004	Jan-06 Jan-06		689881 806289	0	AJI136 AKV967	PEF PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap													
11/2/2004	Jan-06	806317	806317	ő	AKV979	PEF	J Aron	Fixed Swap													
11/2/2004 5/14/2004	Jan-06 Feb-06		806344 554760	0	AKV993 AHN496	PEF	Deutsche Bank AG	Fixed Swap													
5/27/2004	Feb-06	573510	573510	ő	AHU545	PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap													
5/27/2004 8/19/2004	Feb-06 Feb-06	573770 689325	573770	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap													
8/20/2004	Feb-06	689883	689325 689883	0	AJH894 AJI136	PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
11/2/2004	Feb-06	806291	806291	ō	AKV967	PEF	J Aron	Fixed Swap													
11/2/2004 11/2/2004	Feb-06 Feb-06	806320 806346	806320 806346	0	AKV979 AKV993	PEF	J Aron Deutsche Bank AG	Fixed Swap													
5/14/2004	Mar-06	554765	554765	õ	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
5/27/2004 5/27/2004	Mar-06 Mar-06	573514 573772	573514	0	AHU545	PEF	BP Products North America	Fixed Swap													
8/19/2004	Mar-06	689327	573772 689327	0	AHU674 AJH894	PEF	Deutsche Bank AG J Aron	Fixed Swap Fixed Swap													
8/20/2004	Mar-06	689885	689885	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
11/2/2004 11/2/2004	Mar-06 Mar-06	806293 806322	806293 806322	0	AKV967 AKV979	PEF	J Aron J Aron	Fixed Swap Fixed Swap											100		
11/2/2004	Mar-06	806348	806348	ō	AKV993	PEF	Deutsche Bank AG	Fixed Swap													
5/14/2004 5/27/2004	Apr-06 Apr-06	554768 573518	554768 573518	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
5/27/2004	Apr-06 Apr-06	573775	573775	0	AHU545 AHU674	PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap										1. juli			
6/4/2004	Apr-06	585504	585504	0	AHY512	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
6/4/2004 6/8/2004	Apr-06 Apr-06	585557 590912	585557 590912	0	AHY539 AHZ966	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
8/19/2004	Apr-06	689329	689329	0	AJH894	PEF	J Aron	Fixed Swap													
8/20/2004 11/2/2004	Apr-06 Apr-06	689887 806295	689887	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
11/2/2004	Apr-06	806324	806295 806324	0	AKV967 AKV979	PEF	J Aron J Aron	Fixed Swap Fixed Swap													
11/2/2004	Apr-06	806351	806351	0	AKV993	PEF	Deutsche Bank AG	Fixed Swap													
5/14/2004 5/27/2004	May-06 May-06	554771 573520	554771 573520	0	AHN496 AHU545	PEF	Morgan Stanley Capital Group Inc. 8P Products North America	Fixed Swap Fixed Swap													
5/27/2004	May-06	573777	573777	ő	AHU674	PEF	Deutsche Bank AG	Fixed Swap													
6/4/2004 6/4/2004	Мау-06 Мау-06	585506 585559	585506 585559	0	AHY512 AHY539	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
6/8/2004	May-06	590914	590914	0 0	AH7559 AHZ966	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap													
8/19/2004	May-06	689331	689331	Ó	AJH894	PEF	J Aron	Fixed Swap													
8/20/2004 8/27/2004	May-06 May-06	698599 698599	689890 698599	0	AJI136 AJL580	PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap													
8/27/2004	May-06	698614	698614	õ	AJL590	PEF	J Aron	Fixed Swap													
10/8/2004 10/8/2004	May-06	767200 767216	767200	0	AKI916	PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap													
11/2/2004	May-06 May-06	806297	767216 806297	0	AKI924 AKV967	PEF	J Aron	Fixed Swap Fixed Swap													
11/2/2004	May-06	806326	806326	0	AKV979	PEF	J Aron	Fixed Swap													
11/2/2004 5/14/2004	May-06; Jun-06	806354 554773	806354 554773	0	AKV993 AHN496	PEF PEF	Deutsche Bank AG Morgan Stanley Capital Group inc.	Fixed Swap Fixed Swap					_								
5/27/2004	Jun-06	573522	573522	0	AHU545	PEF	BP Products North America	Fixed Swap													
5/27/2004 6/4/2004	Jun-06 Jun-06	573778 585508	573778 585508	0 D	AHU674 AHY512	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
6/4/2004	Jun-06	585563		0	AHY539	PEF	Deutsche Bank AG	Fixed Swap								ستعقدي الروانيا الستني	 				
6/8/2004 8/19/2004	Jun-06 Jun-06	590915 689333	590915 689333	0	AHZ966 AJH894	PEF PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap													
8/20/2004	Jun-06	689894	689894	0	AJH894 AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
8/27/2004	Jun-06	698601	698601	0	AJL580	PEF	J Aron	Fixed Swap													
8/27/2004 10/8/2004	Jun-06 Jun-06	698618 767202	698618 767202	0	AJL590 AK1916	PEF	J Aron. J Aron	Fixed Swap Fixed Swap													
10/8/2004	Jun-06	767220	767220	Ō	AK1924	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
11/2/2004	Jun-06	806299	806299	0	AKV967	PEF PEF	J Aron	Fixed Swap													
11/2/2004	Jun-06 Jun-06	806328 806356	806328 806356	0	AKV979 AKV993	PEF 1	J Aron Deutsche Bank AG	Fixed Swap Fixed Swap													
5/14/2004	Jul-06	554777	554777	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap		-											
5/27/2004 5/27/2004	Jul-06 Jul-06	573524 573780	573524 573780	0	AHU545 AHU674	PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap													
6/4/2004	Jul-06	585510	585510	0	AHY515	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													
6/4/2004 6/8/2004	Jul-06	585565 590916	585565	0	AHY539 AHZ970	PEF PEF	Deutsche Bank AG Mordan Staaley Copital Group Jos	Fixed Swap Fixed Swap													
8/19/2004	30-lul 30-lul	590916 689335	590916 669335	0	AH2970 AJH894	PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap													
8/20/2004	Jul-06	689896	689896	ō	AJi136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap								· · · · ·					
8/27/2004 8/27/2004	Jul-06 Jul-06	698605 698620	698606 698620	0	AJL580 AJL590	PEF	J Aron J Aron	Fixed Swap Fixed Swap	-												
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PEF # 6 Oil Hedge Deals (MTM) As of 6/16/2005





CONFIDENTIAL PEF # 6 OII H4049

PEF # 6 Oil Hedge Deals (MTM) As of 6/16/2005

	12/31/2004
	As of
Current Date	ALL POSITIONS

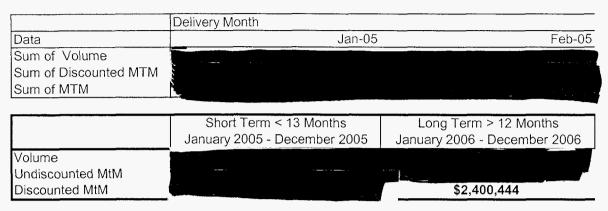
# #6 Oil Fixed Swap (Financial Hedge Contracts)

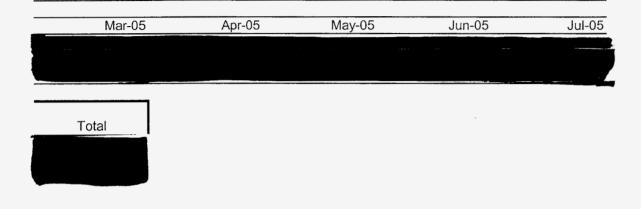
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	Sum of MTM Sum of Discounted MTM Average of Weighted Average Price?																									
Data	ne																									
	Month	Jan-05	Feb-05	Mar-05	Apr-05	May-05	Jun-05	Jul-05	Aug-05	Sep-05	Oct-05	Nov-05	Dec-05	Jan-06	Feb-06	Mar-06	Apr-06	May-06	Jun-06	Jul-06	Aug-06	Sep-06	Oct-06	Nov-06	Dec-06	
	Transaction Month																									Grand Total

#### PEF Oil Hedges - MtM 12/31/2004

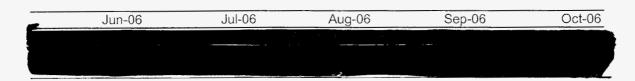
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 Aug-05	Sep-05	Oct-05	Nov-05	Dec-05

Jan-06	Feb-06	Mar-06	Apr-06	May-06
	···· ····			



Nov-06 Dec-06 Grand Total

# STAFF 4<sup>th</sup> POD

# 45

PEF-RC- 022522

PEF # 6 Oil Hedge Deals (MTM) As of 6/16/2005

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Transaction Date	Delivery Month	Z-Key	ZaiNet Input Z-Key	Check	Group Tnum	Legal Entity	Counterparty	Price Type Fixed/Floating	Price	ZaiNet Input Price	Volume	ZaiNet Input Volume	Weighted Avg Trade Price	Weighted Av Trade Price				tet Price Loca	tion % Sulf	ur Discounted MT	Discounted M MTM	MTM ZN	N Input MTM
5/14/2004	Jan-05	554370	554370	0	AHN496	PEF	Morgan Stantey Capital Group Inc.	Fixed Swap	Price	rice	Volume	Volume	nadernice	Hadernee	Market / A	Ce Marker	nce man	lerrinee Edu	and % out	di Discourice unit	· 1		
5/27/2004	Jan-05	573475	573475	0	AHU545	PEF	BP Products North America	Fixed Swap										1					
5/27/2004 8/3/2004	Jan-05 Jan-05	573713 668333	573713 668333	0	AHU674 AJB209	PEF	Deutsche Bank AG Deutsche Bank AG	Fixed Swap Fixed Swap	:									5					7
8/4/2004	Jan-05	668997	668997	ŏ	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
8/19/2004	Jan-05	689292	689292	0	AJH894	PEF	J Aron	Fixed Swap															
8/20/2004 10/19/2004	Jan-05 Jan-05	689847 783552	689847 783552	0	AJI136 AKN749	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/19/2004	Jan-05	783573	783552	0	AKN749 AKN760	PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap															· .
10/28/2004	Jan-05	800167	800167	0	AKT244	PEF	J Aron	Fixed Swap			and the second second												
10/28/2004 5/14/2004	Jan-05 Feb-05	800168 554372	800168 554372	0	AKT245 AHN496	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap			199												
5/27/2004	Feb-05	573477	573477	0	AHN490 AHU545	PEF	BP Products North America	Fixed Swap															i i
5/27/2004	Feb-05	573722	573722	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap															
8/3/2004	Feb-05	668335	668335	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap															
8/4/2004 8/19/2004	Feb-05 Feb-05	669000 689294	669000 689294	0	AJB368 AJHB94	PEF	Morgan Stanley Capital Group Inc. J Aron	Fixed Swap Fixed Swap															
8/20/2004	Feb-05	689849	689849	ŏ	AJJ136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap				100 000											
10/19/2004	Feb-05	783561	783561	0	AKN749	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/19/2004 5/14/2004	Feb-05 Mar-05	783576 554383	783576 554383	0	AKN760 AHN496	PEF	J Aron Morran Stanlay Capital Crown Inv.	Fixed Swap															
5/27/2004	Mar-05 Mar-05	573478	573478	0	AHN495 AHU545	PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap				×											
5/27/2004	Mar-05	573727	573727	Ő	AHU674	PEF	Deutsche Bank AG	Fixed Swap															
8/3/2004	Mar-05	668336	668336	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap															
8/4/2004 B/19/2004	Mar-05 Mar-05	669006 689296	669006 689296	0	AJB368 AJH894	PEF	Morgan Stariley Capital Group Inc.	Fixed Swap Fixed Swap															
8/20/2004	Mar-05	689854	689854	ō	AJ1054	PEP	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/19/2004	Mar-05	783563	783563	0	AKN749	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/19/2004 5/14/2004	Mar-05	783578 554654	783578	0	AKN760	PEF	J Aron	Fixed Swap															
5/27/2004	Apr-05 Apr-05	573482	554654 573482	0	AHN496 AHU545	PEF PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap															
5/27/2004	Apr-05	573729	573729	ŏ	AHU674	PEF	Deutsche Bank AG	Fixed Swap															
6/4/2004	Apr-05	585481	585481	0	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
6/4/2004 6/8/2004	Apr-05 Apr-05	585529 590890	585529 590890	0	AHY524 AHZ954	PEF	Deutsche Bank AG Morgan Stantey Capital Group Inc.	Fixed Swap Fixed Swap															
8/3/2004	Apr-05	668337	668337	ŏ	AH2934 AJB209	PEF	Deutsche Bank AG	Fixed Swap															
8/4/2004	Apr-05	669008	669008	ō į	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap							•								
8/4/2004 8/4/2004	Apr-05 Apr-05	669305 669324	669305	0	AJB443	PEF	BP Products North America	Fixed Swap								teres .							
8/19/2004	Apr-03 Apr-05	689299	669324 689299		AJB442 AJH894	PEF	Deutsche Bank AG J Aron	Fixed Swap Fixed Swap															
8/20/2004	Apr-05	689856	689856	ŏ	AJ/136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															-
5/14/2004	May-05	554656	554656	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap								•							
5/27/2004 5/27/2004	May-05 May-05	573486 573733	573486 573733	0	AHU545 AHU674	PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap						_	and the second second								
6/4/2004	May-05	585485	585485	0	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap							and the second se								
6/4/2004	May-05	685535	585535	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap							and the second								
6/8/2004 8/3/2004	May-05	590898	590898	0	AHZ954	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
8/4/2004	May-05 May-05	608338 669010	668338 669010	0	AJB209 AJB368	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc	Fixed Swap Fixed Swap															1
8/4/2004	May-05	669308	669308	0	AJB443	PEF	BP Products North America	Fixed Swap						1									
8/4/2004	May-05	669326	669326	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap															
8/19/2004 8/20/2004	May-05 May-05	689301 689858	689301 689856	0	AJH894 AJI136	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap					1.1. 5						0.00				
8/27/2004	May-05 May-05	698575	698575	0	AJI.568	PEF	Deutsche Bank AG	Fixed Swap					100 P										
8/27/2004	May-05	698587	698587	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap					and the second se										
8/30/2004 8/30/2004	May-05	701736	701736	0	AJN342 AJN351	PEF	J Aron	Fixed Swap															
10/8/2004	May-05 May-05	701754 767138	701754 767138	0	AUN351 AKI884	PEF PEF	Morgan Stanley Capital Group Inc. Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap				-											
108/2004	May-05	767158	767158	ő	AK(895	PEF	Deutsche Bank AG	Fixed Swap															
5/14/2004	Jun-05	554664	\$54664	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
5/27/2004 5/27/2004	Jun-05 Jun-05	573490 573741	573490 573741	0	AHU545 i AHU674	PEF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap															
6/4/2004	Jun-05	585487	585487	0	AHY504	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
6/4/2004	Jun-05	585539	585539	0	AHY524	PEF	Doutsche Bank AG	Fixed Swap															
6/8/2004 8/09/06/04	Jun-05	590905	590905	0	AHZ954	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
6/28/2004 6/28/2004	Jun-05 Jun-05	618301 618313	618301 618313	0	AIJ637 AIJ644	PEF	Deutsche Bank AG & Company Energy Risk Managemen	Fixed Swap Fixed Swap			and the second												
8/3/2004	Jun-05	668340	668340	0	AJB209	PEP	Deulsche Bank AG	Fixed Swap			1.												
8/4/2004	Jun-05	669014	669014	U	AJB368	PEF	Morgan Stantey Capital Group Inc	Fixed Swap															
	Jun-05	669310 669328	669310 669328	0	AJB443 AJB442	PËF PËF	BP Products North America Deutsche Bank AG	Fixed Swap Fixed Swap															
8/4/2004																							
8/4/2004	.lun-05 lun-05			- 1																			
8/4/2004 8/19/2004 8/20/2004	Jun-05 Jun-05 Jun-05	689303 689860	689303 689860	0	AJH894 AJI136	PEF	J Aron Morgan Stariley Capital Group Inc.	Fixed Swap Fixed Swap		a start and a start and a start													
8/4/2004 8/19/2004	Jun-05	689303 689860 698577	689303	0	AJH894	PEF	J Aron	Fixed Swap			E											and the second second	

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Transaction Date	Dolivery Month	Z-Key	ZaiNet Input Z-Key	Check	Group Tnum	Legal Entity	Counterparty	Price Type Fixed/Floating	Price	ZaiNet Input Price	Volume	ZaiNet Input Volume	Weighted Avg Trade Price	Weighted Avg Trade Price	Weighted Avg Market Price	Weighted Av Market Price		e Location	% Sulfur	Discounted MTM		MTM	ZN Input MTM
8/30/2004 8/30/2004	Jun-05	701738 701757	701738	0	AJN342	PEF	J Aron	Fixed Swap															
10/8/2004	Jun-05 Jun-05	701757 767144	701757	0	AJN351 AKI884	PEF	Morgan Stanley Capital Group Inc. Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
10/8/2004	Jun-05	767163	767163	0	AKI895	PEF	Deutsche Bank AG	Fixed Swap															
5/14/2004 5/27/2004	Jul-05 Jul-05	554686 573492	554686 573492	0. 0	AHN496 AHU545	PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap															1.1
5/27/2004	Jul-05		573745	ŏ	AHU674	PEF	Deutsche Bank AG	Fixed Swap														hanne	
6/4/2004	Jul-05	585494	585494	0	AHY509	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
6/4/2004 6/8/2004	Jul-05 Jul-05	585541 590909	585541 590909	0	AHY524 AHZ963	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap	÷														
6/28/2004	Jul-05	618303	618303	0	AlJ637	PEF	Deutsche Bank AG	Fixed Swap															
6/28/2004 8/3/2004	Jul-05 Jul-05	618315 668345	618315 668345	0	AIJ644 AJB209	PEF	& Company Energy Risk Managemer Deutsche Bank AG	Fixed Swap Fixed Swap													100		
8/4/2004	Jul-05	669016	669016	ŏ	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
8/4/2004 8/4/2004	Jul-05	669312	669312	0	AJB443	PEF	BP Products North America	Fixed Swap															
8/19/2004	Jul-05 Jul-05	669331 689305	669331 689305	0	AJ8442 AJH894	PEF	Deutsche Bank AG J Aron	Fixed Swap Fixed Swap															
8/20/2004	.) ປາ-05	689862	689862	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap													-		
8/27/2004 8/27/2004	Jul-05. Jul-05	698579 698591	698579 698591	0	A.IL568 AJL574	PEF	Deutsche Bank AG Deutsche Bank AG	Fixed Swap Fixed Swap												10			
8/30/2004	Jul-05	701740	701740	0	AJN342	PEF	J Aron	Fixed Swap															
8/30/2004	Jul-05	701759	701759	0	AJN351	PEF	Morgan Stantey Capital Group Inc.	Fixed Swap															
10/8/2004 10/8/2004	Jul-05 Jul-05	767148 767165	767148 767165	0	AKI884 AKI895	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap										_					
5/14/2004	Aug-05	554333	554333	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
5/27/2004 5/27/2004	Aug-05 Aug-05	573494 573747	573494 573747	0	AHU545 AHU674	PEF	BP Products North America	Fixed Swap															
6/4/2004	Aug-05 Aug-05	585495	573747	0	AHU674 AHY509	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
6/4/2004	Aug-05	585543	585543	0	AHY524	PEF	Deutsche Bank AG	Fixed Swap															
8/8/2004 6/28/2004	Aug-05 Aug-05	590910 618309	590910 618309	0	AH2963 AU637	PEF PEF	Morgan Stanley Capital Group Inc. Deutsche Bank AG	Fixed Swap Fixed Swap										1. C.					
6/28/2004	Aug-05	618318	618318	ŏ	AIJ644	PEF	& Company Energy Risk Managemen	Fixeri Swap									1.00						
8/3/2004 8/4/2004	Aug-05	668346 669018	668346	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap					1				11 A.						
8/4/2004	Aug-05 Aug-05	669314	669018 669314	0 C	AJB368 AJB443	PEF	Morgan Stanley Capital Group Inc. BP Products North America	Fixed Swap Fixed Swap															
8/4/2004	Aug-05	669335	669335	0	AJB442	PEF	Deutsche Bank AG	Fixed Swap															
8/19/2004 8/20/2004	Aug-05 Aug-05	689309 689864	689309 689864	0	AJH894 AJI136	PEF PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
8/27/2004	Aug-05	698581	698581	0	AJL568	PEF	Deutsche Bank AG	Fixed Swap															
B/27/2004 B/30/2004	Aug-05	698593 701742	698593	0	AJL574	PEF	Deutsche Bank AG	Fixed Swap															
8/30/2004	Aug-05 Aug-05	701742	701742	0	AJN342 AJN351	PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
10/8/2004	Aug-05	767150	767150	ō	AKI884	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/8/2004 5/14/2004	Aug-05 Sep-05	767167 554335	767167 554335	0	AK(895 AHN496	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
5/27/2004	Sep-05	573500	573500	ŏ	AHU545	PEF	BP Products North America	Fixed Swap															
5/27/2004 6/4/2004	Sep-05	573751 j 585497	573751	0	AHU674 AHY509	PEF	Deutsche Bank AG	Fixed Swap									<b>_</b>						
6/4/2004	Sep-05 Sep-05	585553 ·	585497 585553	0	AHY509 AHY524	PEF	Morgan Stanley Capital Group Inc. Deutsche Bank AG	Fixed Swap Fixed Swap															
6/8/2004	Sep-05	590911	590911	å	AHZ963	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
8/3/2004 8/4/2004	Sep-05 Sep-05	668347 669022	668347 669022	0	AJB209 AJB368	PEF PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
8/4/2004	Sep-05	669318	669318	0	AJB443	PEF	BP Products North America	Fixed Swap Fixed Swap															
8/4/2004 8/19/2004	Sep-05	669338	669338	0	AJB442 AJH894	PEF	Deutsche Bank AG	Fixed Swap				4											
8/19/2004 8/20/2004	Sep-05 Sep-05	689311 689866	689311 689866	0	AJH894 AJ(136	PEF	J Aron Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
8/27/2004	Sep-05	698583	696583	õ	AJL568	PEF	Deutsche Bank AG	Fixed Swap					<b>F</b>					1. S.					<u> </u>
8/27/2004 8/30/2004	Sep-05. Sep-05.	698595 701744	698595 701744	0	AJL574 AJN342	PEF	Deutsche Bank AG J Aron	Fixed Swap Fixed Swap															
8/30/2004	Sep-05	701744	701762	0	AJN351	PEF	J Aron Morgan Stariley Capital Group Inc.	Fixed Swap Fixed Swap															
10/8/2004	Sep-05	767152	767152	0	AKI884 AKI171	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/8/2004 5/14/2004	Sep-05 Oct-05	767171 554339	767171 554339	0	AK/171 AHN496	PEF	Deutsche Bank AG Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
5/27/2004	Oct-05	573502	573502	0	AHU545	PEF	BP Products North America	Fixed Swap															
5/27/2004 8/3/2004	Oct-05 Oct-05	573753 668351	573753 668351	0 0	AHU674 AJB209	PEF	Deutsche Bank AG Deutsche Bank AG	Fixed Swap Fixed Swap															
8/4/2004	Oct-05	669026	669026	0	AJ8368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap															
8/4/2004	Oct-05	669320	669320	Ð	AJB443	PEF	BP Products North America	Fixed Swap													-		
8/4/2004 8/19/2004	Oct-05 Oct-05	669340 689313	669340 689313	0	AJR442 AJH894	PEF	Deutsche Bank AG J Aron	Fixed Swap Fixed Swap															
8/20/2004	Oct-05	689868	689868	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/28/2004	Oct-05	800144	800144	0	AKT233 AKT240	PEF	BP Products North America	Fixed Swap		and the second se													
10/28/2004 5/14/2004	Oct-05 Nov-05	800160 504091	800160 554691	0	AK1240 AHN496	PEF	BP Products North America Morgan Stanley Capital Group Inc.	Fixed Swap Fixed Swap								_							
5/27/2004	Nov-05		573504	ŏ	AHU545	PEF	BP Products North America	Fixed Swap															
																				· · · · · · · · · · · · · · · · · · ·			

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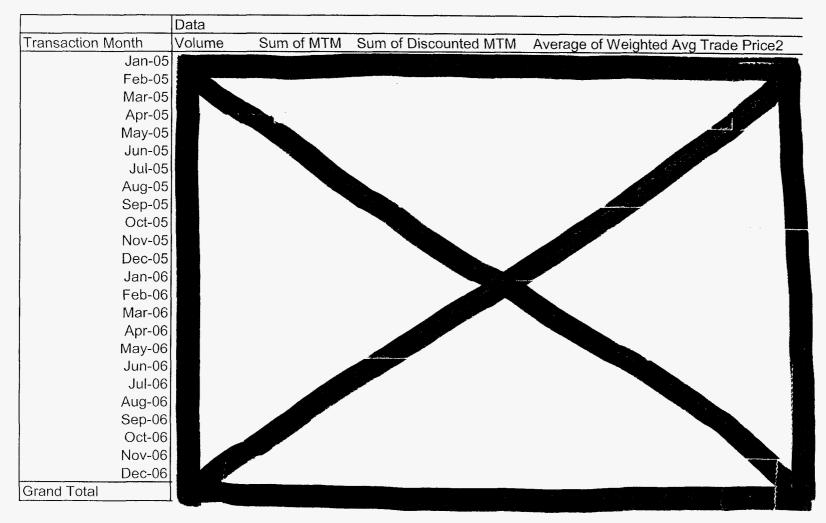
PEF # 6 Oil Hedge Deals (MTM) As of 6/16/2005

Transaction Date	Delivery Month	Z-Key	ZaiNet Input Z-Key	Check	Group Thum	Legal Entity	Counterparty	Price Type Fixed/Floating	Price	ZaiNet Input Price	Volume	ZaiNet Input Volume	Weighted Avg Trade Price	Weighted Avg Trade Price	Weighted Avg Market Price		Market Price	Location	% Sulfur	Discounted MTM	Discounted MTM	MTM	ZN Input MTM
5/27/2004	Nov-05	573757	573757	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap												-	ł		
8/3/2004	Nov-05	668352	668352	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	2														
8/4/2004	Nov-05	669028	669028	0	AJB368	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
8/19/2004	Nov-05	689315	689315	0	AJH894	PEF	J Aron	Fixed Swap															
8/20/2004	Nov-D5	689874	689874	0	AJ1136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap															
10/28/2004	Nov-05	800145	800145	0	AKT233	PEF	BP Products North America	Fixed Swap															
10/28/2004	Nov-05		800161	0	AKT240	PEF	BP Products North America	Fixed Swap	4														L.
5/14/2004	Dec-05	554752	554752	0	AHN496	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	-											بالأستناء المراجع			1
5/27/2004	Dec-05		573506	0	AHU545	PEF	BP Products North America	Fixed Swap															1
5/27/2004	Dec-05	573763	573763	0	AHU674	PEF	Deutsche Bank AG	Fixed Swap	1														
8/3/2004	Dec-05	668353	668353	0	AJB209	PEF	Deutsche Bank AG	Fixed Swap	1							Sector de la	1 - C						
8/4/2004	Dec-05	669032	669032	0	AJB442	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	1														
B/19/2004	Dec-05	689321	689321	0	AJH894	PEF	J Aron	Fixed Swap											1 . Har -	- a ,			
B/20/2004	Dec-05	689879	689879	0	AJI136	PEF	Morgan Stanley Capital Group Inc.	Fixed Swap	1														
10/28/2004	Dec-05	800148	800148 800164	0	AKT233	PEF	BP Products North America	Fixed Swap	à														1
10/28/2004	Dec-05	800164			AKT240			Fixed Swap															

Current Date		
ALL POSITIONS	As of	12/31/2004

#6 Oil Fixed Swap (Financial Hedge Contracts)

## CONFIDENTIAL



## PEF Oil Hedges - MtM 12/31/2004

	Delivery Month				
Data		Jan-05	Feb-05	Mar-05	Apr-05
Sum of Volume Sum of Discounted MTM					
Sum of MTM		*			

	Short Term January 2005 -	< 13 Months December 2005	 Term > 12 Months 2006 - December 2006	Total
Volume Undiscounted MtM				
Discounted MtM	(\$5,18	3,190)		



		May-05	
international and the second		Jun-05	
		Jul-05	
		Aug-05	
		Sep-05	
	1	Oct-05	
		Nov-05	

Dec-05	
Jan-06	
Feb-06	
Mar-06	
Apr-06	
May-06	
Jun-06	

	Jul-06	
	Aug-06	
	Sep-06	
	Oct-06	
	Nov-06	
	Dec-06 Grand Total	
	and Total	

## FRF 3<sup>RD</sup> REQUEST FOR PRODUCTION

#26

interrupt delivery of Energy after FPC has determined that continued delivery of Energy to TAMPA ELECTRIC will require FPC to:

On each day that FPC interrupts Energy delivery to TAMPA ELECTRIC ("Interruption Day"), TAMPA ELECTRIC will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day. No Energy Payment shall be due for Energy scheduled for periods that service has been interrupted by FPC hereunder until delivery is resumed as scheduled.

In the event of an interruption, regardless of duration, TAMPA ELECTRIC will resume its typical Energy schedule the day following the day that the interruption concludes, except as otherwise provided in the "Energy Schedule" section hereof.

- **Delivery Point** The "Delivery Point" shall mean the point(s) at which FPC inputs Capacity and Energy into the FPC transmission system. Specifically with respect to Capacity and Energy that FPC provides to TAMPA ELECTRIC from FPC's generation assets, the Delivery Point shall be the high side of the generator step-up transformer interconnected with the FPC transmission system.
- **Capacity Payment** TAMPA ELECTRIC shall pay FPC a monthly capacity payment ("Capacity Payment") equal to **Section** per month. The failure of FPC to deliver any Energy scheduled by TAMPA ELECTRIC does not relieve TAMPA ELECTRIC from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event, or except as provided in the "Performance" section herein.
- **Energy Payment** The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the Monthly Fuel Charge and the Non-Fuel Energy Rate multiplied by the Monthly Energy Delivered.

#### Monthly Fuel Charge

The fuel costs included in the "Monthly Fuel Charge" (\$/MWh) shall include all of FPC's System Resources and is defined as Total Fuel Cost divided by Total Energy Generated. The "Total Fuel Cost" (\$) is defined as the sum of the fuel costs of all of FPC's System Resources including interchange purchases minus the fuel costs associated with FPC's interchange sales for the billing month. The Total Fuel Cost calculation is derived from costs associated with providing fuel for FPC's System Resources and delivery of purchased power, including



items permitted by the FERC and Florida Public Service Commission by their regulations, rulings, and orders. The "Total Energy Generated" (MWh) is defined as the sum of actual net generation of all FPC's System Resources including interchange purchases minus the actual energy associated with FPC's interchange sales for the billing month.

FPC will provide TAMPA ELECTRIC with an estimate of the fuel charge for FPC's System Resources on a monthly basis ("Estimate"). FPC will also provide notice to TAMPA ELECTRIC in the event of any change to FPC's System Resources that will have a significant impact on the Monthly Fuel Charge. TAMPA ELECTRIC or FPC may suspend or terminate this Transaction Agreement upon thirty (30) days' written notice to the other Party in the event that a change in FPC's System Resources and subsequent replacement power results in an increase of forty percent (40%) or more in the Monthly Fuel Charge over the Estimate. The duration of the suspension will be from one (1) to ninety (90) days. In the event that FPC's System Resources have not been restored within the foregoing ninety (90) days and the impact to the estimated Monthly Fuel Charge remains above forty percent (40%), either TAMPA ELECTRIC or FPC may terminate the Transaction Agreement upon giving the other Party thirty (30) days' written notice.

#### **Non-Fuel Energy Rate**

Non-Fuel Energy Rate - \$ MWh

#### **Price Changes**

The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates. All rates, terms and conditions as specified herein shall remain in effect in accordance with the terms set forth herein and are not subject to change through a unilateral rate change filing with the FERC pursuant to Section 205 or 206 of the Federal Power Act. Both FPC and TAMPA ELECTRIC agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the FPC OATT or any successor tariff in effect for the FPC transmission system.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any portion of this Transaction Agreement proposed by a Party, non-party or the Federal Energy Regulatory Commission acting *sua sponte* shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine)."



(Includes without limitation all Energy scheduled for periods expected or known by TAMPA ELECTRIC to be subject to interruption under the Firmness of Sale clause hereunder, other than Energy scheduled for periods for which FPC has declared *Force Majeure*)

MAF = (MED/MER)

Capacity Adjustment =  $(.95 \times CP) - (CP \times MAF)$ 

HCP = **SUMM**Wh applied to each megawatt-hour of Energy requested by TAMPA ELECTRIC and delivered by FPC to TAMPA ELECTRIC during the "On-Peak" hours of each day of such Month.

For purposes of this Transaction Agreement, "On-Peak" hours shall mean:

Hour Ending ("HE") 14 through HE 21 for the time period commencing on March 16 and continuing through December 14; and

HE 6 through HE 10 and HE 18 through 22 for the time period commencing on December 15 and continuing through March 15.

The Capacity Adjustment described in this Transaction Agreement supersedes the limitations on FPC damages set forth in ARTICLE XII (LIMITATION OF LIABILITY) of the CR-1 Tariff. Section 12.03 of the CR-1 Tariff shall not apply to this Transaction or this Transaction Agreement. This Transaction Agreement also overrides and renders null and void Sections 13.01, and 13.03 of the CR-1 Tariff.

**Force Majeure** For the purpose of this Transaction Agreement, the definition of a *Force Majeure* event contained in the CR-1 Tariff shall apply except that "... accident, failures of generation facilities, equipment or fuel supply, labor and material shortage,... interruption of synchronous operation, ..." shall not be considered *Force Majeure* events.

A failure of any FPC transmission facilities shall be treated in accordance with the FPC OATT. In the event that such failure is treated as force majeure under Section 10.1 of the FPC OATT, such failure shall be treated as a *Force Majeure* under this Transaction Agreement.

In no event will any condition of *Force Majeure* extend this Transaction Agreement or this Transaction beyond its stated Term. Notwithstanding anything to the contrary set forth herein or in the CR-1 Tariff, to the extent that Capacity and Energy under this Agreement is not available to TAMPA ELECTRIC as a result of a *Force Majeure*,

### AMENDMENT NUMBER 1 TO TRANSACTION AGREEMENT BETWEEN FLORIDA POWER CORPORATION AND FLORIDA POWER & LIGHT COMPANY

THIS AMENDMENT made and entered into this  $\frac{2\eta d}{d}$  day of December, 2003 by and between FLORIDA POWER CORPORATION ("FPC") and FLORIDA POWER & LIGHT COMPANY ("FPL").

WHEREAS, FPC and FPL entered into the Transaction Agreement dated February 13, 2003 ("the Agreement");

WHEREAS, FPC and FPL desire to amend certain terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FPC and FPL hereby agree to modify, amend, and supplement the Agreement as follows:

- The following sentences shall be added to the "Transaction Description" section: During the term April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005, the entire 150 MW sale will be supplied from FPC's System Base Resources, as listed in Exhibit B. During the term June 1, 2004 through September 30, 2004, two separate 75 MW blocks will supply the 150 MW. One 75 MW block will be supplied by FPC's System Base Resources and one 75 MW block will be supplied by FPC's System Intermediate Resources, as listed in Exhibit C.
- The first sentence of the "Term" section shall be deleted and replaced with the following sentence:
   The Transaction will begin on April 1, 2004 and will terminate on May 31, 2005 (the "Term").
- 3. The following paragraphs shall be added to the "Firmness of Sale" section: April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005: The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of the Transaction Agreement. FPC has the right but not the obligation to curtail delivery of Energy and the section of the transaction agreement.

PEF-RC- 022458



June 1, 2004 through September 30, 2004:

The Capacity and Energy sold is equivalent to FPC's firm native load. In the unlikely event that FPC must curtail electric service to its firm native load customers, FPC may curtail service under this Transaction Agreement; provided that the percentage by which FPC curtails its firm native load shall be equal to the percentage by which FPC curtails the Capacity and Energy under this Transaction Agreement.

4. The following sentences shall be added to the "Capacity Payment" section: For the months April, 2004 through May, 2004 and October, 2004 through May, 2005, FPL shall pay FPC a monthly Capacity Payment equal to \$2000 per month. For the months June, 2004 through September, 2004, FPL shall pay FPC a monthly Capacity Payment equal to \$2000 per month.

5. The following paragraphs shall be added to the "Energy Payment" section: <u>Monthly Fuel Charge</u>

April 1, 2004 through May 31, 2004 and October 1, 2004 through May 31, 2005: The fuel costs included in the monthly fuel charge shall include FPC's System Base Resources, as listed in Exhibit B. The monthly fuel charge shall be found by (1) determining the total fuel costs of the System Base Resources (including purchased power costs, pipeline charges, SO<sub>2</sub> emission charges and other costs associated with providing fuel for FPC's System Base Resources) for the billing month, (2) subtracting from that amount the total fuel costs of system base sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Base Resources and the Energy represented by system base sales for the billing month. The fuel costs to be included in the monthly fuel charges are costs as defined in Section 18 C.F.R. Section 35.14, as amended. FPC will provide FPL with an estimate of the fuel charge for the System Base Resources on a monthly basis. FPC will also provide notice to FPL in the event of any change to the System Base Resources that will have a significant impact on the monthly fuel charge.

#### June 1, 2004 through September 30, 2004:

.

One 75 MW block will be supplied by FPC's System Base Resources and one 75 MW block will be supplied by FPC's System Intermediate Resources. The monthly fuel charge for the 75 MW block supplied by the System Base Resources will be determined as described above. The monthly fuel charge for the 75 MW block supplied by the System Intermediate Resources shall be found by (1) determining the total fuel costs of the System Intermediate Resources for the billing month (including purchased power costs, pipeline charges, SO2 emission charges and other costs associated with providing fuel for FPC's System Intermediate Resources), (2) subtracting from that amount the total fuel costs of system intermediate sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Intermediate Resources and the Energy represented by the system intermediate sales for the billing month. The fuel costs to be included in the monthly fuel charges are costs as defined in 18 C.F.R. Section 35.14, as amended. FPC will provide FPL with an estimate of the fuel charge for the System Base Resources and the System Intermediate Resources on a monthly basis. FPC will also provide notice to FPL in the event of any change to the

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System Base Resources or the System Intermediate Resources that will have a significant impact on the monthly fuel charge.

#### Non-Fuel Energy Rate

Non-Fuel Energy Rate (System Base Resources) - \$1000/MWh Non-Fuel Energy Rate (System Intermediate Resources) - \$100/MWh

6. The following changes shall be added to the "Energy Schedule" section:
 For the period April 1, 2004 through May 31, 2005, the following scheduling language shall apply:

FPL shall notify FPC of the number of megawatts to be delivered for each hour, no later than 9:00 a.m. Eastern Prevailing Time on the business day before the next Normal notification shall be via Electronic Mail sent to delivery day. [Energy.Trader@pgnmail.com] in a plain text file format with a defined subject line to be determined by FPC with an alternate back-up system via fax at #919-546-3374. In the event FPC does not receive a schedule or does not receive the schedule by the 9:00 a.m. deadline, a schedule of zero, (0) MW will be used for all hours of the scheduled period. Changes to the schedule must be requested by FPL to FPC's hourly Trading Desk, (#919-546-6747) with three (3) full hour's notice. (For example, FPC's Hourly Trading Desk must be contacted by 1300 EPT for a schedule change to hour ending 1700 through 2400). FPL is allowed two (2) daily schedule modifications for the remaining hours of the current calendar-day schedule. Schedule changes are only allowed in blocks of 75 MW. The minimum schedule duration is four hours. For the period June 1, 2004 through September 30, 2004, the 75 MW block supplied by the System Base Resources and the 75 MW block supplied by the System Intermediate Resources shall be independent and distinct blocks and shall be scheduled separately.

MA = (MED/MER) MED = Monthly Energy Delivered (MWh) MER = Monthly Energy Requested (MWh)

CONFIDENTIAL

DATED February 20, 2004

### Transaction Agreement Between Florida Power Corporation And Utilities Commission, City of New Smyrna Beach, Florida Dated February 20, 2004

This Transaction Agreement ("Transaction Agreement") is entered Nature of into between Florida Power Corporation d/b/a Progress Energy Florida Agreement ("FPC") and Utilities Commission, City of New Smyrna Beach, Florida ("NSB") as of the date set forth above. This Transaction Agreement is made pursuant to the terms of a Service Agreement, entered into by FPC and NSB on February 20, 2004, and pursuant to the FPC Cost-Based Wholesale Power Sales Tariff (CR-1) (the "CR-1 Tariff"), which has been approved by the FERC. Should any conflicts or ambiguities arise between such documents and this Transaction Agreement, the terms of this Transaction Agreement shall govern. Unless otherwise indicated, capitalized terms used in this Transaction Agreement but not otherwise defined herein shall have the meanings ascribed thereto in the CR-1 Tariff. Notwithstanding the foregoing, FPC shall have the right to propose to NSB that this Transaction Agreement be modified such that service shall be provided under any other FPC power sales tariff. Any such modification of this Agreement shall be subject to NSB's written consent and such consent shall not be unreasonably withheld. The Transaction governed by this Transaction Agreement is a sale for Transaction

- Transaction
   The Transaction governed by this Transaction Agreement is a sale for resale of 10-55 MW, as requested by NSB, of system firm capacity ("Capacity") and energy ("Energy") by FPC to NSB. The sale will be supported by FPC's system generation resources.
- Term The Transaction will begin on March 1, 2004 and will terminate on December 31, 2005 (the "Term"). This Transaction is binding on both parties and is not subject to unilateral cancellation by either party.
- Firmness of Sale The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of this Transaction Agreement. FPC has the right but not the obligation to curtail delivery of Energy after FPC has determined that continued delivery of Energy to NSB will require FPC to:

In the event

Page 1 of 6

DATED February 20, 2004

that FPC curtails Energy delivery to NSB, NSB will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day.

- **Delivery Point** The "Delivery Point" shall mean the connection point of any FPC system generation resource on FPC's transmission system at which point NSB shall take title to the Capacity and Energy.
- **Estimated Peak Requirement** By the 15<sup>th</sup> of each month, starting March 15, 2004, NSB will provide FPC with an estimated peak requirement ("Estimated Peak Requirement") for the following month. The Estimated Peak Requirement for the first month of the contract will be 20 MW. FPC will allow NSB to schedule Energy for delivery up to 10 MW above the Estimated Peak Requirement. NSB's Estimated Peak Requirement will always be at least 20 MW and never more than 45 MW.
- Capacity Payment NSB shall pay FPC a monthly capacity payment ("Capacity Payment") equal to the actual maximum peak Energy scheduled by NSB and delivered by FPC to the Delivery Point or the Estimated Peak Requirement minus 10 MW, whichever is higher, multiplied by State/kw-month. The failure of FPC to deliver any Energy scheduled by NSB does not relieve NSB from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event.
- Energy Payment The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the monthly fuel charge and the non-fuel Energy rate multiplied by the Monthly Energy Delivered.

#### Monthly Fuel Charge

The fuel costs included in the monthly fuel charge shall include all of FPC's System Resources. The monthly fuel charge shall be found by (1) determining the total fuel costs of the System Resources (including purchased power costs, pipeline charges,  $SO_2$  emission charges and other costs associated with providing fuel for FPC's System Resources) for the billing month, (2) subtracting from that amount the total fuel costs of system sales for the billing month, and (3) dividing the remainder by the difference between the Energy generated by the System Resources and the Energy represented by system sales for the billing month. The fuel costs to be included in the monthly fuel

Page 2 of 6

#### DATED February 20, 2004

charges are costs as defined in Section 35.14, as amended, of the Commission's Regulations under the Federal Power Act, Title 18, Chapter one, Subchapter B of the Code of Federal Regulations. FPC will provide NSB with an estimate of the fuel charge for the System Resources on a monthly basis. FPC will also provide notice to NSB in the event of any change to the System Resources that will have a significant impact on the monthly fuel charge.

## Non-Fuel Energy Rate - Set //MWh

system.

- **Price Changes** The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates that are not subject to change through a unilateral rate change filing with the Federal Energy Regulatory Commission pursuant to Section 205 of the Federal Power Act. Both FPC and NSB agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the FPC OATT or any successor tariff in effect for the FPC transmission
  - NSB shall notify FPC of the number of megawatts to be delivered for **Energy Schedule** each hour, no later than 9:00 a.m. Eastern Prevailing Time on the business day before the next delivery day. The schedule will include 10 MW of must-take Energy for the entire Term. Normal notification shall be via Electronic Mail sent to [Energy.Trader@pgnmail.com] in a plain text file format with a defined subject line to be determined by FPC with an alternate back-up system via fax at #919-546-3374. In the event FPC does not receive a schedule or does not receive the schedule by the 9:00 a.m. deadline, a schedule of ten, (10) MW will be used for all hours of the scheduled period. Intra-day changes to the schedule must be requested by NSB to FPC's hourly Trading Desk, (#919-546-6747) with two (2) full hour's notice. (For example, FPC's Hourly Trading Desk must be contacted by 1400 EPT for a schedule change to hour ending 1700). A maximum of two schedule changes per calendar-day is permitted from the original schedule or changed current schedule. Changes are allowed in increments of 5 MW (for example: 5, 10, 15, 20...). Multi-hour changes must be designated at the time of the initial change in order to count as a single change.

All scheduled deliveries will adhere to Good Utility Practices and the scheduling parameters of the FPC OATT.

Page 3 of 6

## Transaction Agreement Between Florida Power Corporation And City of Tallahassee Dated June 10, 2004

Nature of Agreement

This Transaction Agreement ("Transaction Agreement") is entered into between Florida Power Corporation d/b/a Progress Energy Florida ("PEF") and City of Tallahassee ("City") as of the date set forth above. This Transaction Agreement is made pursuant to the terms of a Service Agreement, entered into by PEF and City on June 9, 2004, and pursuant to the PEF Cost-Based Wholesale Power Sales Tariff (CR-1) (the "CR-1 Tariff"), which has been approved by the FERC. Should any conflicts or ambiguities arise between such documents and this Transaction Agreement, the terms of this Transaction Agreement shall govern. Unless otherwise indicated, capitalized terms used in this Transaction Agreement but not otherwise defined herein shall have the meanings ascribed thereto in the CR-1 Tariff. Notwithstanding the foregoing, PEF shall have the right to propose to City that this Transaction Agreement be modified such that service shall be provided under any other PEF power sales tariff. Any such modification of this Agreement shall be subject to City's written consent and such consent shall not be unreasonably withheld.

TransactionA sale for resale of 10 to 40 MW of system firm capacity ("Capacity")Descriptionand associated energy ("Energy") by PEF to City. The sale will be<br/>supported by PEF's System Resources. PEF's System Resources is<br/>defined as all PEF generation assets, cogeneration contracts, and<br/>purchased power contracts.

Term The Transaction will begin on June 14, 2004 and will terminate on December 31, 2005 (the "Term"). This Transaction is binding on both Parties and is not subject to unilateral cancellation by either Party, except as provided herein or in the CR-1 tariff.

Firmness of Sale The Energy sold shall be system firm and subject to the Capacity Adjustment as described in the Performance Section of this Transaction Agreement. PEF has the right but not the obligation to interrupt delivery of Energy after PEF has determined that continued delivery of Energy to City will require PEF to:

In the



event that PEF interrupts Energy delivery to City, City will have the right to resume the schedule when delivery is again available or decline to restart the schedule for the remainder of the calendar day.

Point(s) ofThe "Point(s) of Delivery" shall mean the point(s) of interconnectionDeliverybetween City and the Transmission Provider.

**Point(s) of Receipt** The "Point(s) of Receipt" shall mean the point(s) of interconnection between PEF and the Transmission Provider.

- **Estimated Peak Requirement** By the 15<sup>th</sup> of each month of the Term, starting June 15, 2004, City will provide PEF with an estimated peak requirement ("Estimated Peak Requirement") for the following month. The Estimated Peak Requirement for June 2004 will be 40 MW. PEF will allow City to schedule Energy for delivery up to 10 MW above the Estimated Peak Requirement ("10 MW Option"). City's Estimated Peak Requirement will always be at least 10 MW. If City elects to set the Estimated Peak Requirement above 30 MW, then the 10 MW Option does not apply for that month.
- **Capacity Payment** City shall pay PEF a monthly capacity payment ("Capacity Payment") equal to (i) the actual maximum hourly Energy scheduled by City and delivered by PEF to the Point(s) of Receipt, (ii) 10 MW, or (iii) the Estimated Peak Requirement minus 10 MW, whichever is higher, multiplied by **Second** kW-month. Notwithstanding the above, the Capacity Payment for June 2004 shall be **Second** The failure of PEF to deliver any Energy scheduled by City does not relieve City from making the Capacity Payments for the month during which any such failure occurs, except when such failure is caused by a *Force Majeure* event, or except as provided in the "Performance" section herein.
- **Energy Payment** The monthly Energy Payment for all Energy delivered under this Transaction Agreement shall be the sum of the Monthly Fuel Charge and the Non-Fuel Energy Rate multiplied by the Monthly Energy Delivered.

#### Monthly Fuel Charge

The fuel costs included in the "Monthly Fuel Charge" (\$/MWh) shall include all of PEF's System Resources and is defined as Total Fuel Cost divided by Total Energy Generated. The "Total Fuel Cost" (\$) is defined as the sum of the fuel costs of all System Resources including interchange purchases minus the fuel costs associated with the PEF's interchange sales for the billing month. Total Fuel Cost



calculation is derived from costs associated with providing fuel for PEF's System Resources and delivery of purchased power, including items permitted by the FERC and FPSC by their regulations, rulings, and orders. The "Total Energy Generated" (MWh) is defined as the sum of the actual net generation of all System Resources including interchange purchases minus the actual energy associated with PEF's interchange sales for the billing month.

#### Non-Fuel Energy Rate

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Non-Fuel Energy Rate - \$

In the event that the City schedules less Energy than a 50% load factor in any month, then the Energy Payment will include the following additional charge: the Non-Fuel Energy Rate will be multiplied by the number of hours in the month, multiplied by the monthly billed Capacity, and the result will then be multiplied by 0.50. Further, for that month, the Non-Fuel Energy Rate will not be added to the Monthly Fuel Charge prior to the calculation of Energy Payment.

Price Changes The Capacity and Non-Fuel Energy Rates for this Transaction shall be fixed rates. All rates, terms and conditions as specified herein shall remain in effect in accordance with the terms set forth herein and are not subject to change through a unilateral rate change filing with the FERC pursuant to Section 205 of the Federal Power Act. Both PEF and City agree not to file a complaint with the FERC seeking a change in rates pursuant to Section 206 of the Federal Power Act. However, this paragraph does not apply to changes in the rates set forth in the PEF OATT or any successor tariff in effect for the PEF transmission system.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any portion of this Transaction Agreement proposed by a Party, non-party or FERC acting *sua sponte* shall be the "public interest" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the "Mobile-Sierra doctrine".)

The Parties agree that, if and to the extent that FERC adopts a final Mobile-Sierra policy statement in Docket No. PL02-7-000 ("Final Policy Statement"), which requires that, in order to exclude application of the just and reasonable standard under the Mobile-Sierra doctrine, the Parties must agree to language which varies from that set forth in this Section then, without further action of either Party, such Section

CP = Capacity Payment (\$)

MED = Monthly Energy Delivered (MWh)

(Includes MWh City did not take after interruption)

MER = Monthly Energy Requested (MWh)

(Includes all Energy scheduled)

PCT = .95 if Monthly Availability is between 90% and 95%, or 1.0 if Monthly Availability is between 50% and 90%.

MAF = (MED/MER)

Capacity Adjustment =  $(PCT \times CP) - (CP \times MAF)$ 

In the event that the Monthly Availability Factor is less than 50%, then Capacity Payment = \$ MWh, applied to each megawatt-hour of Energy requested by City and delivered by PEF to City, and no Capacity Adjustment shall be made.

The Capacity Adjustment described in this Transaction Agreement supersedes the limitations on PEF damages set forth in ARTICLE XII (LIMITATION OF LIABILITY) of the CR-1 Tariff. Section 12.03 of the CR-1 Tariff shall not apply to this Transaction or this Transaction Agreement. This Transaction Agreement also overrides and renders null and void Sections 13.01, 13.02 and 13.03 of the CR-1 Tariff.

### Force Majeure For the purpose of this Transaction Agreement, the definition of a Force Majeure event contained in the CR-1 Tariff shall apply except that "... accident, failures of generation facilities, equipment or fuel supply, labor and material shortage,... interruption of synchronous operation, ..." shall not be considered Force Majeure events.

A failure of any PEF transmission facilities shall be treated in accordance with the PEF OATT. In the event that such failure is treated as force majeure under Section 10.1 of the PEF OATT, such failure shall be treated as a *Force Majeure* under this Transaction Agreement.

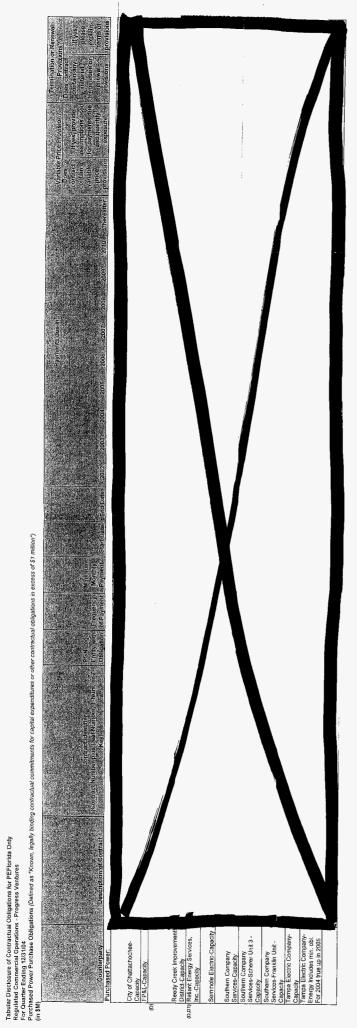
In no event will any condition of *Force Majeure* extend this Transaction Agreement or this Transaction beyond its stated Term. Notwithstanding anything to the contrary set forth herein or in the CR-1 Tariff, to the extent that Capacity and Energy under this Agreement is not available to City as a result of a *Force Majeure*, City's obligation to pay the monthly Capacity Payments shall be reduced on a pro rata

- 3. Compensation and Annual Revenue Constraint
  - 3.1 The Customer shall compensate Florida Power for reserved Capacity, and for Energy delivered, as agreed between the Parties subject to the other provisions of this section.
  - 3.2 For Energy generated from Florida Power production resources, the compensation for the supply and delivery of Capacity and Energy shall not be less than 100% of Florida Power's actual system Out-of-Pocket Costs (OPC) of supplying Energy called for by the Customer during the transaction period.
  - 3.3 For Energy purchased from an alternate power resource supplier for the Customer's specific energy requirements during the transaction period, the compensation for the supply and delivery of Capacity and Energy shall not be less than a) the amount paid by Florida Power, plus b) the cost of transmission losses and any applicable taxes.
  - 3.4 The sum of all the demand and Energy charges for Energy generated from Florida Power production resources for a customer during a transaction shall not exceed the sum of the following:
    - (i) the product of the sum of all megawatt amounts of monthly reserved Capacity and the demand charge of the product of megawatt;
    - (ii) the product of the sum of all megawatt amounts of weekly reserved Capacity and the demand charge of the per megawatt;
    - (iii) the product of the sum of all megawatt amounts of daily reserved Capacity and the demand charge of set per megawatt, provided, however, that megawatt amounts of daily reservation that exceed five days in a Week shall be treated as a weekly reservation for purposes of this subsection;
    - (iv) the product of the sum of all megawatt amounts of hourly reserved Capacity and the demand charge of per megawatt, provided, however, that megawatt amounts of hourly reservations that exceed sixteen Hours in a Day shall be treated as a daily reservation for purposes of this subsection or that megawatt amounts of hourly reservation in a Week that exceed eighty Hours shall be treated as weekly reservations for purposes of this subsection; and

Issued by: Kendal C. Bowman Associate General Counsel Issued on: August 24, 2001 Effective: August 25, 2001

## FRF 1<sup>ST</sup> INTERROGATORY ATTACHMENT K



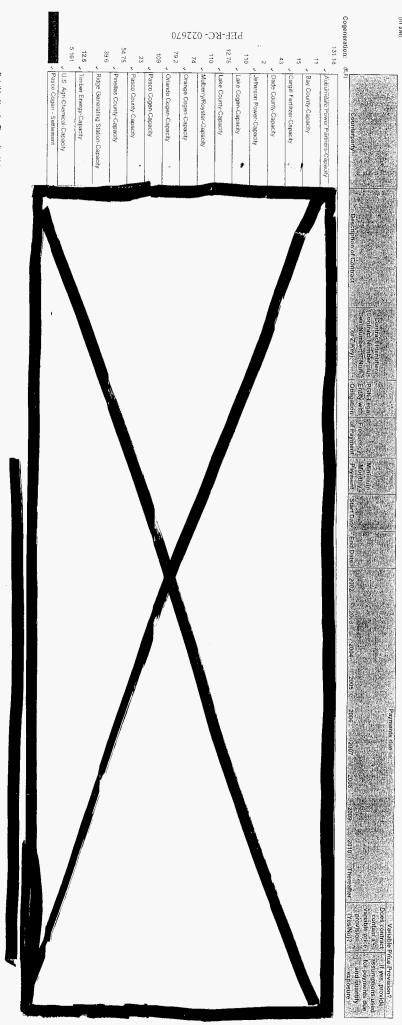


PEF-RC- 022669

## PEF Purchased Power

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Tabular Disclosure of Contractual Obligations for PEFlorida Only Regulard Commercial Operations - Progress Ventures For Quarks Ending 123104 Cogenerator Furchase Obligations (Defined as "Known, legally binding contractual commitments for capital expenditures or other contractual obligations in excess of \$1 million") Cogenerator Furchase Obligations (Defined as "Known, legally binding contractual commitments for capital expenditures or other contractual obligations in excess of \$1 million") (In SN)



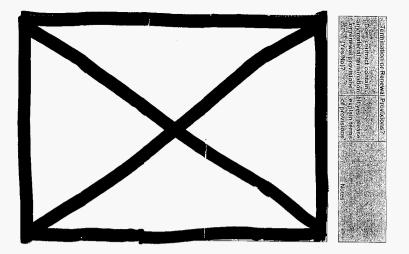
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PEF Cogeneration







PEF Cogeneration