

LARGE FILING SEPARATOR SHEET

CASE NUMBER *00-2155-EL-CRS*

FILE DATE *11-2-00*

SECTION *Part 3 of 3*

NUMBER OF PAGES *69*

DESCRIPTION OF DOCUMENT *Application*

- C-3 Exhibit C-3 "Financial Statements,"** provide copies of the applicant's two most recent years of audited financial statements (balance sheet, income statement, and cash flow statement). If audited financial statements are not available, provide officer certified financial statements. If the applicant has not been in business long enough to satisfy this requirement, it shall file audited or officer certified financial statements covering the life of the business.

Financial statements for DTE Energy Marketing, Inc. are not public documents. DTE Energy Marketing is fully guaranteed by our parent company, DTE Energy Company. In the past other utility commissions have accepted annual reports and SEC filings for DTE Energy Company to satisfy this requirement. In addition, DTE Energy Marketing can provide either a surety bond or parental guarantee.

C-4 **Exhibit C-4 "Financial Arrangements,"** provide copies of the applicant's financial arrangements to conduct CRES as a business activity (e.g., guarantees, bank commitments, contractual arrangements, credit agreements, etc.,).

Attached is a sample parental guarantee that can be executed.

GUARANTY AGREEMENT

THIS GUARANTY AGREEMENT (the "Agreement") is made and is effective this [insert day of month] day of [insert month], 200[0] by DTE Energy Company, a corporation organized under the laws of the State of Michigan (the "Guarantor"), in favor of [insert name of counterparty] (the "Creditor").

WHEREAS, Creditor has entered into a [specify the name and date of the agreement(s)] with [specify the affiliate name]. ("Debtor"), whereby Creditor has extended credit or other financial accommodations to Debtor, and

WHEREAS, Creditor has required, as a prerequisite to extending credit or other financial accommodations to Debtor, that Guarantor execute and deliver this Agreement, and Guarantor is willing to execute and deliver the Agreement to secure Debtor's current and future obligations to Creditor.

AGREEMENT

NOW, THEREFORE, in consideration of and as inducement for Creditor to enter into agreements with Debtor and to extend credit or other financial accommodations to Debtor, Guarantor agrees with and represents to Creditor as follows:

Section 1. Guaranty. Guarantor unconditionally guarantees to Creditor the full and prompt payment of all indebtedness heretofore or hereafter incurred by Debtor as the same shall become due and payable to Creditor, whether at the stated maturity thereof, by acceleration, amortization or otherwise (collectively, the "Obligations"); provided, however, that Guarantor's obligations shall not exceed [insert the dollar amount in text] Dollars (\$[insert the amount in numbers]). This is a guaranty of payment and not of collection. All payments by Guarantor will be made in lawful money of the United States of America.

Section 2. Unconditional and Continuing Obligation. Guarantor's obligations under this Agreement are absolute and unconditional and shall remain in effect until any of the following events: (a) ten (10) days after receipt by Creditor of Guarantor's notice to revoke; provided, that this Agreement shall continue in effect after any such revocation with respect to any Obligations existing at the date of revocation or to accrue thereafter with respect to Obligations existing at such date, (b) all Obligations of Debtor shall have been paid and discharged in full, or (c) [insert expiration date].

Section 3. Independent Obligation. In the event of any default by Debtor, Creditor shall have the right to proceed first and directly against Guarantor under this Agreement without proceeding against any other person or entity or exhausting any other remedies which it may have and without resorting to any other security held by it.

Section 4. Effect of Bankruptcy. In the event that, pursuant to any insolvency, bankruptcy, reorganization, receivership or other debtor relief law, or any judgment, order or decision thereunder, Creditor must rescind or restore any payment, or any part thereof, received by Creditor, any prior release or discharge from the terms of this Agreement shall be without effect, and this Agreement will remain in effect.

Section 5. Waiver. Guarantor expressly waives notice from Creditor of its acceptance of and reliance upon this Agreement and any notice of credit extended hereunder. Guarantor consents to any extensions of time granted to Debtor, provided that no such change shall be effective to increase the aggregate amount of Guarantor's obligation hereunder as set forth in Section 1 above without Guarantor's written consent to such change, for the payment of said account, and to any changes in the terms of any agreement between Creditor and Debtor. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties hereto.

Section 6. Assignment. This Agreement shall be binding upon Guarantor and upon its successors and assigns and shall be for the benefit of Creditor and its successors and assigns provided that notice is sent to the other party.

Section 7. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

Section 8. Severability. In case any clause, provision or sections of this Agreement, or any application thereof, is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder thereof or any other clause, provision or section, and each such clause, provision or section shall be deemed to be effective and operative in the manner and to the full extent permitted by law.

Section 9. Notices. Any notices given or required to be given hereunder shall be given to the parties at their respective address below:

If to Guarantor: DTE Energy Company
Attn: Assistant Treasurer
2000 2nd Avenue, 833WCB
Detroit, Michigan 48226-1279
Phone: 313-235-8346
Fax: 313-235-9470

If to Creditor: _____

Phone: _____
Fax: _____

IN WITNESS WHEREOF, this Agreement was executed and effective as of the date first above written.

DTE ENERGY COMPANY

By: _____
C. C. Arvani
Assistant Treasurer

Receipt Acknowledged: _____
Creditor

C-6 **Exhibit C-6 "Credit Rating,"** provide a statement disclosing the applicant's credit rating as reported by two of the following organizations: Duff & Phelps, Dun and Bradstreet Information Services, Fitch IBCA, Moody's Investors Service, Standard & Poors, or a similar organization. In instances where an applicant does not have its own credit ratings, it may substitute the credit ratings of a parent or affiliate organization, provided the applicant submits a statement signed by a principal officer of the applicant's parent or affiliate organization that guarantees the obligations of the applicant.

DTE Energy Marketing, Inc. is fully backed by DTE Energy Company, the parent. DTE Energy Company's D&B rating is BBB with a stable outlook. Please see Exhibit C-7.

C-7 **Exhibit C-7 "Credit Report,"** provide a copy of the applicant's credit report from Experian, Dun and Bradstreet or a similar organization.

Please see attachment.

Business Information Report™

Page 1 of 7

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

BUSINESS SUMMARY

DTE ENERGY COMPANY (INC)	DUNS: 83-932-9158	RATING	5A2
2000 2ND AVE	ELECTRIC UTILITY..	STARTED	1995
AND BRANCH(ES) OR DIVISION(S)	SIC NO.	SALES F	\$4,221,000,000
ROOM 2412	4911	WORTH F	\$3,698,000,000
DETROIT MI 48226		EMPLOYS	8,780(20 HERE)
TEL: 313 235-8800		HISTORY	CLEAR
		FINANCIAL	
		CONDITION	GOOD
		STATEMENT	
CHIEF EXECUTIVE: ANTHONY F EARLEY JR, CHB-PRES		DATE	MAR 31 1999

SPECIAL EVENTS

04/29/99 EARNINGS UPDATE: According to published reports, comparative operating results for the 3 months ended March 31, 1999: Revenue of \$1,024,000,000, Net Income of \$115,000 and Earnings Per Share of \$0.79; compared to Revenue of \$945,000,000, Net Income of \$104,000,000 and Earnings Per Share of \$0.72 for the comparable period in the prior year.

CUSTOMER SERVICE

If you have questions about this report, please call our Customer Service Center at 1-800-234-3867 from anywhere within the U.S. If you are outside the U.S., contact your local D&B office.

*** Additional Decision Support Available ***

Additional D&B products, credit recommendations and specialized investigations are available to help you evaluate this company or its industry. Call Dun & Bradstreet's Solution Center at 1-800-362-3425 from anywhere within the U.S.

SUMMARY ANALYSIS

The Summary Analysis section reflects information in D&B's file as of July 19, 1999.

RATING SUMMARY

The "5A" portion of the Rating (the Rating Classification) indicates

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

SUMMARY ANALYSIS (continued)

that the company has a worth in excess of \$50 million. The "2" on the right (Composite Credit Appraisal) indicates an overall "good" credit appraisal. This credit appraisal was assigned because of D&B's assessment of the company's financial ratios and its cash flow.

Below is an overview of the company's D&B Rating(s) since 03/23/96:

RATING	DATE APPLIED
-----	-----
5A2	03/23/96

PAYMENT SUMMARY

The Payment Summary section reflects payment information in D&B's file as of the date of this report.

The PAYDEX for this company is 80.

This PAYDEX score indicates that payments to suppliers are generally within terms, weighted by dollar amounts. When dollar amounts are not considered, approximately 57% of the company's payments are within terms.

Below is an overview of the company's dollar-weighted payments, segmented by its suppliers' primary industries:

	TOTAL RCV'D	TOTAL DOLLAR AMOUNTS	LARGEST HIGH CREDIT	% W/IN TERMS	DAYS SLOW			
	-----	-----	-----	-----	<31	31-60	61-90	91+
	#	\$	\$	%	%	%	%	%
Total in D&B's file	4	405,150	400,000					
Payment By Industry:								
1 Petroleum refining	1	400,000	400,000	100	-	-	-	-
2 Mfg motors/generators	1	5,000	5,000	100	-	-	-	-
3 Trucking non-local	1	100	100	-	-	100	-	-
4 Air courier service	1	50	50	-	100	-	-	-
Other Payment Categories:								
Cash experiences	0	0	0					
Payment record unknown	0	0	0					
Unfavorable comments	0	0	0					
Placed for collection with D&B	0	0						

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

PAYMENT SUMMARY (continued)

other 0 N/A

The highest "Now Owes" on file is \$400,000
The highest "Past Due" on file is \$ 0

D&B receives over 315 million payment experiences each year. We enter these new and updated experiences into D&B Reports as this information is received.

PAYMENTS

Antic - Anticipated (Payments received prior to date of invoice)
Disc - Discounted (Payments received within trade discount period)
Ppt - Prompt (Payments received within terms granted)

REPORTED	PAYING RECORD	HIGH CREDIT	NOW OWES	PAST DUE	SELLING TERMS	LAST SALE WITHIN
06/99	Slow 60	100	-0-	-0-		6-12 Mos
05/99	Ppt	400000	400000	-0-		1 Mo
	Ppt	5000	-0-	-0-	N30	1 Mo
01/99	Slow 30	50	-0-	-0-		6-12 Mos

* Payment experiences reflect how bills are met in relation to the terms granted. In some instances payment beyond terms can be the result of disputes over merchandise, skipped invoices etc.

* Each experience shown represents a separate account reported by a supplier. Updated trade experiences replace those previously reported. Amounts may be rounded to nearest figure in prescribed ranges.

UPDATE

05/14/99 Interim Consolidated statement dated MAR 31 1999:			
Cash	\$	41,000,000	Accts Pay \$ 187,000,000
Accts Rec		322,000,000	Dividends payable 75,000,000
Inventory		313,000,000	Accruals 141,000,000
Restricted cash		132,000,000	L.T. Liab-(1yr) 481,000,000
Accrued unbilled revenues		143,000,000	Short-term borrowings 280,000,000
Other receivables		117,000,000	Deferred income taxes 100,000,000
Other Curr Assets		136,000,000	Other Curr Liabs 260,000,000
		-----	-----
Curr Assets		1,204,000,000	Curr Liabs 1,524,000,000
Fixt & Equip		6,989,000,000	Deferred income taxes 1,846,000,000
Regulatory assets		3,022,000,000	Capital leases 124,000,000
Investments-Other		574,000,000	L.T. Liab-Other 4,823,000,000
Other Assets		264,000,000	COMMON STOCK 1,950,000,000
		-----	-----
			RETAINED EARNINGS 1,786,000,000

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

UPDATE (continued)

Total Assets 12,053,000,000 Total 12,053,000,000
From JAN 01 1999 to MAR 31 1999 sales \$1,024,000,000; gross profit \$1,024,000,000; operating expenses \$809,000,000. Operating income \$215,000,000; other expenses \$86,000,000; net income before taxes \$129,000,000; Federal income tax \$14,000,000; net income \$115,000,000.

Statement obtained in outside quarters. Accountant: Deloitte & Touche LLP, Detroit, MI. Prepared from books without audit.

--0--

Accounts receivable shown net less \$20,000,000 allowance. Fixed assets shown net less \$5,336,000,000 depreciation. BALANCE SHEET EXPLANATION Other long-term liabilities consists of Regulatory liabilities and other.

FINANCE

03/10/99

	Fiscal Consolidated Dec 31 1996	Fiscal Consolidated Dec 31 1997	Fiscal Consolidated Dec 31 1998
Curr Assets	810,375,000	935,000,000	1,232,000,000
Curr Liabs	901,982,000	1,017,000,000	1,392,000,000
Current Ratio	.898	.919	.885
Working Capital	(91,607,000)	(82,000,000)	(160,000,000)
Other Assets	10,204,554,000	10,288,000,000	10,856,000,000
Utility Property	8,760,908,000	8,934,000,000	6,943,000,000
Worth	3,588,259,000	3,706,000,000	3,698,000,000
Sales	3,645,400,000	3,764,000,000	4,221,000,000
Operating Exp	3,031,492,000	2,763,000,000	3,284,000,000
Deprec & Amort	625,000,000	660,000,000	661,000,000
Cash Prov Oper Act	1,078,636,000	952,000,000	868,000,000
Net Profit (Loss)	309,296,000	417,000,000	443,000,000
Fiscal Consolidated statement dated DEC 31 1998:			
Cash	\$ 251,000,000	Accts Pay	\$ 239,000,000
Accts Rec	316,000,000	Dividends Payable	75,000,000
Inventory	338,000,000	Accruals	158,000,000
Accrued Unbilled		L.T. Liab-(1yr)	294,000,000
Revenues	153,000,000	Short-term	
Other Receivables	135,000,000	Borrowings	231,000,000
Other Curr Assets	39,000,000	Deferred Income	
		Taxes	60,000,000
		Other Curr Liabs	335,000,000

Curr Assets	1,232,000,000	Curr Liabs	1,392,000,000
Fixt & Equip	6,943,000,000	Deferred Income	
Regulatory Assets	3,091,000,000	Taxes	1,888,000,000
Investments-Other	570,000,000	Long Term Debt	4,197,000,000
Other Assets	252,000,000	L.T. Liab-Other	913,000,000
		COMMON STOCK	1,951,000,000
		RETAINED EARNINGS	1,747,000,000

Total Assets	12,088,000,000	Total	12,088,000,000

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

FINANCE (continued)

From JAN 01 1998 to DEC 31 1998 annual sales \$4,221,000,000. Operating expenses \$3,284,000,000. Operating income \$937,000,000; other expenses \$340,000,000; Federal income tax \$154,000,000. Net income \$443,000,000. Retained earnings at start \$1,611,000,000. Net income \$443,000,000; dividends \$305,000,000; other deductions \$2,000,000; retained earnings at end \$1,747,000,000.

Prepared from statement(s) by Accountant: Deloitte & Touche LLP, Detroit, MI.

ACCOUNTANTS OPINION: A review of the accountant's opinion indicates the financial statements meet generally accepted accounting principles and that the audit contains no qualifications.

--0--

Accounts receivable shown net less \$20,000,000 allowance. Fixed assets shown net less \$5,235,000,000 depreciation.

.....STATEMENT FOOTNOTES.....

CASH: Consists of cash and cash equivalents.

INVENTORY: Represent fuel, materials and supplies.

FIXTURES & EQUIPMENT: Represents net property, plant and equipment.

LONG TERM DEBT: Long term debt at Dec 31 1998, including current maturities, \$294,000,000 consisted of the following:

- (1) Mortgage bonds, due 1999-2023, \$1,742,000,000.
- (2) Remarketed notes, due 2028-2038, \$810,000,000.
- (3) Tax exempt revenue bonds, due 2004-2025, \$689,000,000.
- (4) Non-recourse debt, due 1999-2009, \$410,000,000.
- (5) QUIDS, due 2026-2028, \$385,000,000.
- (6) Other, \$255,000,000.

In the years 1999-2003, the company's long term debt maturities are \$294, \$270, \$194, \$275 and \$238 million, respectively.

COMMITMENTS & CONTINGENCIES: Includes, among others, matters relating to administrative and legal proceedings.

.....ANNUAL TRENDS.....

CASH FLOWS: Cash and equivalents increased \$85,000,000 during the 12 months ended Dec 31 1998. Net cash provided by operating activities amounted to \$868,000,000 as compared to \$952,000,000 for the 12 months ended Dec 31 1997.

OPERATING RESULTS: Revenues for the 12 months ended Dec 31 1998 increased to \$4,221,000,000 as compared to \$3,764,000,000 for the 12 months ended Dec 31 1997.

Net income increased to \$443,000,000 for the 12 months ended Dec 31 1998 as compared to \$417,000,000 for the 12 months ended Dec 31 1997.

.....MANAGEMENT INTERVIEW.....

On MAR 10 1999 Management, submitted the above figures.

.....ANALYST'S COMMENTS.....

The company has ready access to financial markets and continues to maintain a favorable capital position. The deficit working capital

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

FINANCE (continued)

position, common to the industry, is adequately supported by significant internal cash generation.

At the same time, annual depreciation has exceeded current debt maturities the past several years providing a substantial cushion for debt payback. Maturities over the next five years remain modest compared to current depreciation trends.

Operations are being conducted on a profitable basis and maturing trade obligations are being handled in a satisfactory manner.

BANKING

MAR 1999: At Dec 31 1999 Detroit Edison had total short term credit arrangements of approximately \$685 million, under which \$231 million was outstanding.

HISTORY

03/10/99

ANTHONY F EARLEY JR, CHB-PRES- LARRY G GARBERDING, EX VPRES-CFO
CEO+

DIRECTOR(S): The officers identified by (+) and Terence Adderley, Lillian Bauder, David Bing, Allen Gilmour, Theodore Leipprandt, Eugene Miller, William Brooks, Dean Richardson, Alan Schwartz and William Wegner.

Incorporated 1-26-95 as DTE Holdings Inc in the state of Michigan. Name changed to DTE Energy Company (Inc) on 1-1-96.

Company started 1995 by officers of Detroit Edison Company (Inc) to act as a holding company for Detroit Edison.

On 1-1-96, the holders of Detroit Edison's common stock exchanged such stock on a share-for-share basis for the common stock of DTE Energy.

Authorized common stock, 400,000,000 shares without par value.

On Dec 31 1998, 145,071,317 (\$1,951,000,000) common shares were issued and outstanding.

Business started 1995.

This is a publicly held corporation. The company's common stock is listed on the New York Stock Exchange. Ticker symbol "DTE".

At Jan 1 1999 there were 111,610 shareowners of record of the company's common stock. At Jan 1 1999 officers and directors, as a group, owned beneficially less than 1% of the company's outstanding common stock. No person or group is known to own beneficially more than 5% of the outstanding common stock.

.....MANAGEMENT BACKGROUND.....

ANTHONY F EARLEY JR born 1950. Graduated University of Notre Dame, BS, MS and JD degrees. Prior to 1985 with Hunton & Williams (law firm). 1985-1994 with Long Island Lighting Company, Hicksville, NY, lastly as president and COO. 1994 president and COO of Detroit Edison. 1995 president and COO of Detroit Edison and DTE Energy. 1998 chairman and CEO.

For: SALLY M
Detroit Edison Company Inc

July 19, 1999
1:57 pm

HISTORY (continued)

LARRY G GARBERDING born 1938. 1960 Iowa State University, BS. Prior to 1971 with Arthur Andersen & Co. 1971-81 Kansas NE Natural Gas Company. 1981-87 Tennessee Gas Transmission Company. 1988-90 NICOR Inc. 1990 to present executive vice president and CFO of Detroit Edison. 1995 executive vice president and CFO of Detroit Edison and DTE Energy.

OTHER OFFICERS: . LESLIE LOOMANS, vice president and treasurer. CHRISTOPHER NERN, vice president and general counsel. SUSAN BEALE, vice president and secretary. MICHAEL CHAMPLEY, senior vice president.

OUTSIDE DIRECTORS: . ADDERLEY, president & CEO, Kelly Services, Inc. BAUDER, president and CEO, Cranbrook Educational Community. BING, chairman, Bing Steel, Inc. GILMOUR, retired vice chairman, Ford Motor Company. LEIPPRANDT, owner Leipprandt Orchards. BROOKS, not active here. MILLER, chairman and CEO, Comerica Inc. RICHARDSON, retired, Manufactures National Corp. SCHWARTZ, partner, Honigman, Miller, Schwartz & Cohn. WEGNER, consultant and owner, W-Squared Inc.

OPERATION

03/10/99 Through its subsidiary, is principally engaged in the generation, transmission and distribution of electric energy. Principal utility terms, net 30 days. Sells to At Dec 31 1998 had 2,068,000 electric customers. Sells to residential, commercial and industrial users. Territory: Southeastern Michigan including Detroit area.

EMPLOYEES: 8,780 which includes officer(s). 20 employed here.

FACILITIES: Owns 875,000 sq. ft. in multi story steel building in good condition. Premises neat.

LOCATION: Central business section on main street.

BRANCHES: Ownes and operates the following electric generating units: Belle River (entitled to 81.39% of energy and capacity). Greenwood, St Clair and Marysville, St Clair County, MI; Harbour Beach, Huron County, MI; Monroe, Monroe County, MI; River Rouge and Trenton Channel, Wayne County, MI; oil or gas-fueled peaking units, various locations; Fermi 2, Monroe County, MI and Mason County (49% interest).

Also maintains various business offices and maintenance facilities throughout the company's service area.

SUBSIDIARIES: The company has numerous subsidiaries, the more important listed below.

The Detroit Edison Company (Inc), Detroit, MI. DUNS: 00-695-7872 (100%). Operates as electric utility.

07-19(1VD /484)

00000

013162162 H

-- END OF REPORT --

C-8 **Exhibit C-8 "Bankruptcy Information,"** provide a list and description of any reorganizations, protection from creditors or any other form of bankruptcy filings made by the applicant, a parent or affiliate organization that guarantees the obligations of the applicant or any officer of the applicant in the current year or within the two most recent years preceding the application.

NONE

C-9 **Exhibit C-9 "Merger Information,"** provide a statement describing any dissolution or merger or acquisition of the applicant within the two most recent years preceding the application.

Please see Exhibit A-13.

D-1 **Exhibit D-1 "Operations"** provide a written description of the operational nature of the applicant's business. Please include whether the applicant's operations will include the generation of power for retail sales, the scheduling of retail power for transmission and delivery, the provision of retail ancillary services as well as other services used to arrange for the purchase and delivery of electricity to retail customers.

DTE Energy Marketing, Inc. has key technical personnel who have almost five years of experience in the electric retail market.

Steven L. Sheppard (*Director of Supply*) and Thomas E. Root (*Supervisor of Operations*) both have about five years of forecasting experience for the competitive electric markets in Pennsylvania, New Jersey, Maryland and Delaware. Together and with their staff, forecasting tools have been developed to quickly analyze weather and load shapes in relation to DTE Energy Marketing, Inc.'s energy needs.

Jennifer Luptowski (*EDI System Analyst and Process Coordinator*) has managed EDI testing and set up in each of the four states in which DTE Energy Marketing, Inc. does business.

Raymond Wieszczyk (*Manager of Operations, DTE Energy Trading, Inc.*) oversees a staff of about fifteen people who are responsible for scheduling power, transmission and capacity on behalf of DTE Energy Marketing, Inc. There are agency agreements in place between DTE Energy Marketing and DTE Energy Trading for these services. Attached please see DTE Energy Marketing's "Master Agreement" with DTE Energy Trading.

DTE Energy Marketing, Inc. does not generate power. All power for the competitive market is purchased in the wholesale market.

MASTER AGREEMENT
between
DTE ENERGY TRADING and DTE ENERGY MARKETING

This Master Agreement ("Master Agreement") is entered into as of this 8th day of October 1999 (the "Effective Date") between DTE Energy Trading, Inc., a Michigan corporation ("ET" or "Supplier"), and DTE Energy Marketing, Inc., a Michigan corporation ("EM" or "Buyer"). ET and EM may be referred to herein individually as a "Party," and collectively as the "Parties." This Master Agreement sets forth the terms and obligations of the Parties concerning the supply, sale, and delivery of capacity, energy, and other services for EM in a number of service territories, including PJM.

ARTICLE 1
DEFINITIONS

- 1.1 The following definitions and any terms defined internally in this Master Agreement shall apply to herein:

"Agreement" means this Master Agreement (including any Exhibit hereto) and each Transaction(s), which together shall form a single integrated agreement between the Parties.

"Business Day" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Standard (or Daylight) time.

"Buyer" means the Party to a Transaction that is obligated to purchase and receive, or cause to be received on behalf of Designated Customers, Power and/or Capacity during a Period of Delivery.

"Capacity" means the rated continuous load-carrying ability, expressed in megawatts ("MW") of generation, transmission, or other electrical equipment. Capacity purchases and sales and would be in MW units.

"Capacity Supply Requirements" means that ET will supply Capacity at the prescribed levels purchased by EM. The price for Capacity will be noted on the applicable Confirmation pursuant to the terms of a Transaction.

"Claims" means all claims or actions, threatened or filed, and whether groundless, false or fraudulent, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

"Contract Position" means the Load Profiles provided to Supplier by EM to represent the aggregate customer shape forecasted for each LDC. Each Contract Position represents Power supplied by Supplier to EM for delivery to the LDC, and includes all transmission and distribution losses incurred between the Energy Delivery Points and the Designated Customer.

"Control Area" means an electrical region that regulates its generation in order to balance load and maintain planned interchange schedules with other control areas and assists in controlling the frequency of the interconnected system in accordance with WSCC and NERC criteria.

"Delivery Forecast" means the quantity of Power to be delivered to the LDC for EM over the same period and schedule as set out in the LDC Schedule provided by EM.

"Designated Customers" means EM ultimate customers in the LDC that contract for Power delivery and/or Capacity during a Period of Delivery.

"Designated Customer Load" means the aggregate Power requirements of Designated Customers.

"eSchedule" is an Internet application designed for use by PJM and its customers to schedule retail and wholesale Power Transactions within the PJM control area.

"Energy Delivery Points" means the delivery points on an LDC's Transmission System agreed to by Supplier and EM in accordance with Control Area/LDC requirements that constitute delivery, as recognized by the relevant ISO and LDC.

"Firm" or "Financially Firm" means, with respect to any Transaction, that the only excuse for the failure to deliver Power by Supplier or the failure to receive Power by the Buyer is Force Majeure.

"Full Requirements Service" means the amount of scheduled service required of Supplier to provide Power (including Loss Factors) and Capacity, transmission, coordination, scheduling, delivery and the pre-scheduling Power and/or Capacity to the Energy Delivery Points to fully meet the needs of the Designated Customer Load pursuant to PJM Interconnection, L.L.C. ("PJM"), the East Central Area Reliability Coordination Agreement ("ECAR"), and/or the relevant LDC/Reliability Region.

"Interest Rate" means, for any date, the lesser of (a) two (2) percent over the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" and (b) the maximum rate permitted by applicable law.

"ISO" means the Independent System Operator as constituted by PJM and/or equivalent system requirements of control area operators or their successor organizations.

"LDCs" means the local distribution companies--the public utilities, municipalities, and/or cooperatives located in particular states--that provide facilities for transmission and distribution of electricity to retail customers.

"LDC Schedule" means the quantity of Power approved by the LDC for delivery into its service area for use by EM's Designated Customers.

"Liquidated Damages" means those damages expressly stipulated by the Parties as the amount of damages to be recovered by a Party for a breach of the Agreement by the other, based on their mutual, good faith effort to estimate actual damages.

"Load Following Power Price" means the Price(s) of Power to serve the load shape provided by Buyer and as described in the relevant Confirmation.

"Load Profile(s)" means the 8760 hourly loads which describes customer load at the Energy Delivery Point.

"Locational Marginal Pricing" or "LMP" means the pricing method that reflects both the marginal cost of Power and the re-dispatch Power price at each LDC within the PJM Pool.

"Loss Factors" means the multipliers determined by the applicable LDC to account for distribution and transmission losses from the Energy Delivery Points to the Designated Customer.

"Maximum Demand" means peak, integrated-hourly demand for the Load Profile provided by Buyer.

"Non-Firm" means, with respect to a Transaction, that either Party may interrupt delivery or receipt of Power for any reason, without liability by either party except as provided in Article 6.2 herein.

"Penalties" means any fees, liabilities, assessments, or similar charges assessed by a Transmission Provider as a result of a Party's failure to comply with its Scheduling.

"Period of Delivery" means the period of time from the date physical delivery of Power is to commence to the date physical delivery is to terminate under a Transaction.

"PJM Network Integration Transmission Service Charge" means the fixed rate per MW per year as specified in the PJM Open Access Tariff and provided by EM to Supplier, as applicable to each LDC associated with this Agreement.

"Power" means electric energy in the form of merchantable electricity.

"Price(s) " means the price(s) to be paid by Buyer to Supplier for the purchase of Power of the agreed upon Quantity of Power at the Energy Delivery Point; Capacity; demand charges; transmission charges, if any; and any other charges pursuant to a Transaction. Applicable Prices will be noted on the relevant Confirmation pursuant to the terms of a Transaction.

"Quantity" means that quantity of Power *and Capacity obligations, if applicable*, that Supplier agrees to make available (and includes transmission and distribution losses, if any) for delivery for Buyer, and the Buyer agrees to purchase and receive from Supplier at the Energy Delivery Point pursuant to the terms of a Transaction.

"Scheduling" means the acts of Supplier, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Power to be delivered in all hours on any given day(s) during the Period of Delivery at a specified Energy Delivery Point. (See 3.2 EM's Scheduling Options for Power Delivery.)

"Standard Product Services" means one of the services requested by Buyer and provided by Supplier in connection with a standard product as set forth in Exhibit B.

"Supplier" means the Party to a Transaction that is obligated to sell and deliver, or cause to be delivered, Power during a Period of Delivery.

"Taxes" means any or all *ad valorem*, property, severance, generation, first use, conservation, BTU or energy, transportation, utility, gross receipts, privilege, sales, use, consumption, excise, lease, transaction, and other taxes, governmental charges, licenses, fees, permits and assessments, or increases therein, other than taxes based on net income or net worth.

"Transmission Providers" means the entity or entities transmitting or transporting the Power on behalf of Supplier or Buyer to or from the Energy Delivery Point in a particular Transaction.

ARTICLE 2 TRANSACTIONS; ECONOMIC TERMS

- 2.1 Transactions. From time to time, the Parties may enter into transactions for the purchase and sale of Power, Capacity, and/or other services under which ET shall be the Supplier and EM shall be the Buyer (each, a "Transaction"). A Transaction shall be entered upon agreement of the Parties in writing.
- 2.2 Recording. Each Party consents to the recording of its representatives' telephone conversations without any further notice. Each Party agrees not to contest or assert any defense to (a) the validity or enforceability of an oral Transaction under laws relating to whether certain agreements are to be in writing or signed by the Party to be thereby bound, or (b) the authority of any employee of the Party to enter into a Transaction.

Economic Terms. The specific terms to be established by the Parties shall include: (a) Product (i.e., Power, Capacity, other services); (b) the Period of Delivery; (c) the Price; (d) the Energy Delivery Point(s); (e) the Quantity; (f) Quantity mix (i.e., green/clean requirements); (g) whether the Transaction is Firm or Non-Firm; (h) delivery and Scheduling procedures; (i) payment terms; (j) transmission arrangements; and (k) credit terms (the "Economic Terms").

Buyer agrees to accept the purchase of Power, at the Energy Delivery Point, the purchase of Capacity, if applicable, and other services. Unless otherwise agreed, the Supplier's responsibilities, other than other contracted services, terminate at the Energy Delivery Point.

- 2.3 Confirmation. A written confirmation substantially in the form of Exhibit A (a "Confirmation") will set out the Economic Terms of each Transaction.

ARTICLE 3 OBLIGATIONS AND DELIVERIES

- 3.1 Supplier and Buyer General Obligations. In addition to those obligations set forth in Article 2 above, with respect to each Transaction, Supplier shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received for Designated Customers, at the

Energy Delivery Point, the Quantity, and Buyer shall pay Supplier the Price. Unless otherwise agreed in a Transaction, Supplier shall be responsible for any Taxes, costs, losses or charges imposed on or associated with the delivery up to the Energy Delivery Point. Buyer shall be responsible for any Taxes, costs, loss factors, or charges imposed on or associated with the Quantity at and from the Energy Delivery Point to the metered Designated Customers.

Buyer, if applicable, shall fully reimburse Supplier for any and all costs, administrative fees, and Liquidated Damages associated with delivery of customized energy products, including but not limited to photovoltaic or wind Power to Energy Delivery Points on behalf of Designated Customers. ET and EM will mutually agree on which products are to be considered non-standard or customized energy products. A list of Standard Products are attached hereto in Exhibit B.

- 3.2 Supplier and Buyer Power Scheduling Obligations within PJM. EM will submit to ET a Contract Position by October 15th of the current year for the upcoming calendar year. From time to time, EM may submit a revised hourly load schedule for the prospective balance of the Contract Position ("Revised Contract Position") to ET. Based on this Revised Contract Position, ET will supply Power for EM, and any variance between the Contract Position and the Revised Contract Position constitutes a Contract Position variance.

Excess Power Variance. Any excess Power resulting from the variance between the Contract Position and the relevant Revised Contract Position, will, at EM's option, be offered for repurchase to ET at the then current market value based on the bid side of the market. In its sole discretion, ET may repurchase or decline to repurchase the Power. If ET declines the initial repurchase offer, the Parties will seek to mutually agree on a repurchase price. If the Parties are unable to agree on a repurchase price then EM will retain its excess position and, if requested, ET will remarket at (a) LMP spot prices, if within PJM, or (b) on a best-efforts basis for which a Confirmation with applicable attachments will be provided to EM by ET for this remarketing service, if outside of PJM. Any remarket of excess Power variance gains and/or losses will be the responsibility of EM.

Power Deficiency Variances. If the Revised Contract Position requires ET to deliver more Power than the Contract Position for a period of time, then ET will provide to EM either: (a) revised confirmation with applicable attachments for the Revised Contract Position submitted to ET

by EM, or (b) provide a confirmation with applicable attachments for the incremental Power deficiency variance. EM has sole discretion to accept or reject either (a) or (b). If EM rejects the revised or incremental price(s), then EM may direct ET to source the Power deficiency from the spot market (i.e., LMPs) at spot market prices + a charge set forth in the relevant Confirmation.

EM's Scheduling Options for Power Delivery. Unless otherwise agreed to, on at least a day-ahead basis, EM must direct ET as to whether EM desires ET to deliver Power pursuant to: (a) the Delivery Forecast; or (b) the LDC schedule, so as to avoid imbalance penalties, if any. If EM desires delivery pursuant to the relevant LDC schedule, EM shall provide ET at least one (1) day advance notice by 9a.m. EST with instructions as to where to direct/source the difference between EM contractual obligations to ET and the LDC Schedule for each applicable hour for the relevant LDC.

Energy Reconciliation Adjustment in PJM. EM will be responsible for any prior period Power adjustments that relate to differences between the consumption of Power by EM's customers and Power requested by EM for delivery for the respective periods into the applicable LDC delivery points, transmission, and/or ancillary services.

Market Value Assessment of Power Schedule Variance. EM desires to be able to calculate the market value of any Power Schedule Variance position that it will hold. ET will provide to EM on a daily basis a Forward View Price that may be used by EM in calculating its respective Power Schedule Variance market value position. The Forward views ("Forward Views") will be developed daily based on a mutually agreed formula, which will be published daily by ET. The formula will incorporate historical, prior-month LMP data, current-month LMP data, OTC forward price information for Cinergy and PJM (or other markets, as applicable), and future forward prices. Correlations will be established and monitored from various price data points to establish the applicable Forward Views. The applicable Forward Views will be on-peak and off-peak Power prices by month. Factors such as whether any excess Power may be remarketed as a standard or near-standard product will also be incorporated.

Capacity. Capacity will be contracted by EM with ET in a similar fashion to Power. An initial Confirmation for Capacity, with the applicable attachments, will be provided by ET to EM based on the terms of the Transaction, as negotiated. If EM, from time to time, determines that it has additional Capacity requirements, then EM may authorize ET to

purchase incremental Capacity at either (a) an index price plus an adder, or (b) a fixed price. A Confirmation for the incremental Capacity will be offered to EM by ET. If EM determines, from time to time, that it has excess Capacity, then EM may offer ET to repurchase the excess Capacity at the then-market value of the excess Capacity, less a discount factor to be negotiated. ET has the sole discretion to elect or decline to repurchase any excess Capacity offered by EM. If ET declines to repurchase at the then-market values, less a discount factor, and no repurchase Capacity price is mutually agreed to by the Parties, then ET will remarket EM's Capacity excess on a best-efforts basis. EM may authorize ET to (a) remarket the excess Capacity into the daily Capacity market at the daily market prices, or (b) remarket on a best-efforts basis in the bilateral market for a charge to be negotiated by the Parties. EM is responsible for any Capacity Scheduling imbalance penalties.

- 3.3 Scheduling Outside PJM. With regard to Scheduling outside PJM, EM will purchase and deliver, unless the Parties mutually agree to revise to the Schedule included in Exhibit B. ET and EM will mutually agree to address any excess or variance position in a similar fashion (with the exception that a change to remarket excess Power will apply) to that described for Scheduling within PJM, even though no LMP is utilized outside PJM. In other words, EM may authorize ET to source or remarket any difference in the Quantity necessary to meet the LDC Schedule when a Power imbalance exists (both short and long) at the current price equivalent to the LMP/MWh + the charge set forth in the relevant Confirmation. EM may authorize ET to overdeliver or underdeliver Power to the LDC Schedule and be responsible for Scheduling imbalance penalties and/or adjustments.

Energy Reconciliation Adjustment outside PJM. EM will be responsible for any prior period Power adjustment related to differences between the consumption of Power by EM's customers and Power Scheduled for the respective periods for the applicable LDC delivery points, transmission, and ancillary services.

- 3.4 Supplier and Buyer Representations and Warranties. On the Effective Date and the date of entering into each Transaction, each Party represents and warrants to the other Party that: (i) it has all regulatory authorizations necessary for it to legally perform its obligations under this Master Agreement and each Transaction; (ii) execution, delivery and performance of this Master Agreement and each Transaction are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions of its governing documents, any

contracts to which it is a party or any law applicable to it; and (iii) this Master Agreement and each Transaction when entered into in accordance with this Master Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any equitable defenses. Each Party covenants that it will cause these representations and warranties to be true and correct throughout the terms of this Agreement.

Supplier further represents and warrants that it has or will obtain the contractual rights to Power and/or Capacity it plans to sell to EM under this Agreement, as well as applicable transmission rights.

- 3.5 Supplier Services. Subject to the terms, conditions, and restrictions contained herein, Supplier will provide Full Requirements Service or another Standard Product Service(s) to EM.

In addition, if the Parties so agree, Supplier may provide Buyer certain other services as set forth in the Confirmation ("Additional Services"); provided, however, that the Parties have set forth the terms under which Supplier shall provide and Buyer shall pay for such Additional Services in a Confirmation.

- 3.6 Quantity and Price Adjustments.

- (a) Buyer is obligated pursuant to Article 3.1 to purchase Power from Supplier that is necessary to provide Full Requirements Service to Designated Customers as set forth in the Confirmation.
- (b) Supplier is obligated to supply Power at the agreed-upon Quantities for each LDC.
- (c) Buyer will be responsible for providing to Supplier the Contract Position Schedule for each LDC.
- (d) Buyer will be responsible for any imbalance penalties due to errors in any Buyer-specified Schedule.

If initially agreed to, both Parties agree to work together and perform an reconciliation within 120 days after the end of each calendar year in which Transactions occurred to ensure that any calendar year inaccuracies are revealed and any necessary adjustments or payments are made.

- 3.7 Transmission and Scheduling Services. Supplier shall arrange and be responsible for transmission service to the Energy Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission Providers to deliver Power to the Energy Delivery Point. Buyer shall arrange and be responsible for transmission service at and from the Energy Delivery Point and shall Schedule or arrange for Scheduling services with its Transmission providers to receive Power at the Energy Delivery Point. Each Party shall designate authorized representatives to effect the Scheduling of the delivery of the Quantity.

ARTICLE 4 PAYMENT AND NETTING

- 4.1 Billing and Payment. After commencement of deliveries, Supplier shall bill Buyer on a monthly basis, no earlier than the first day of the month following the month of service ("Invoice Month") and shall bill on or before the tenth (10th) day of the Invoice Month. The monthly invoice, or other payment method as agreed to, shall be paid in full on the earlier of ten (10) Business Days from the date of the invoice, or the twentieth (20th) day of the month.
- 4.2 Overdue Payments. Overdue payments shall accrue interest at the Interest Rate from the due date until the date payment is received.
- 4.3 Billing Dispute. If Buyer, in good faith, disputes a monthly invoice, Buyer shall immediately notify Supplier of the basis for the dispute and pay the portion of such statement conceded to be correct no later than the due date. If any amount withheld under dispute by Buyer is ultimately determined to be due to Supplier, it shall be paid within five (5) days of such determination, along with interest accrued at the Interest Rate, until the date paid. Inadvertent overpayments shall be returned by Supplier upon request or deducted by Supplier from subsequent payments, along with interest accrued at the Interest Rate until the date paid or deducted.
- 4.4 Netting. Notwithstanding any term contained in any Transaction, the Parties agree that material debts and obligations due and owing each Party shall be discharged through a net settlement arrangement whereby all amounts owed by each Party to the other Party, including any Liquidated Damages, Settlement Amounts, interest, and other payments and credits, shall be offset so that only the excess amount remaining due after such amounts owed by each of the Parties have been netted against each other shall be paid by the Party who owes such net amount to the other Party.

The Parties acknowledge and agree that all contracts and Transactions under this Master Agreement are forward contracts and that the Parties are forward contract merchants, as those terms are used in the United States Bankruptcy Code. The Parties acknowledge and agree that all of their Transactions together with the Master Agreement form a single, integrated agreement, and that all Transactions and this Master Agreement are entered into in reliance on the fact that they form a single agreement between the Parties.

ARTICLE 5 TAXES AND FRANCHISE FEES

- 5.1 Taxes and Franchise Fees. Unless otherwise agreed to in a Confirmation, each Party shall be responsible for paying any taxes or franchise fees imposed by any governmental entity having jurisdiction over such Party. The Parties agree that Supplier shall be responsible for collecting and submitting to the applicable governmental authority any Taxes or franchise fees applicable to a Transaction arising prior to the Energy Delivery Point. Supplier shall indemnify, defend, and hold harmless Buyer from any Claims for such Taxes and franchise fees. The Price does not include reimbursement for, and Buyer shall be responsible for, collecting and submitting to the applicable governmental authority any Taxes applicable to a Transaction arising at and from the Energy Delivery Point. Buyer shall indemnify, defend, and hold harmless Supplier from any Claims for such Taxes and franchise fees. Either Party, upon written request of the other, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if either Party is exempt from taxes, and shall use reasonable efforts to obtain and cooperate with obtaining any exemption from or reduction of any Tax. Each Party shall use reasonable efforts to administer this Agreement and implement the provisions in accordance with the intent to minimize Taxes.

ARTICLE 6 INTERRUPTION OF FIRM AND NON-FIRM TRANSACTIONS

- 6.1 Failure to Deliver or Receive in Firm Transactions. If either Party fails to deliver or receive ("Breaching Party"), as the case may be, the Quantity of Power due under any Firm Transaction, the other Party ("Nonbreaching Party") shall, as promptly as practicable, give notice of such failure to the Breaching Party.

(a) The Nonbreaching Party shall be entitled to receive from the Breaching Party an amount calculated as follows, unless excused by Force Majeure or the Nonbreaching Party's failure to perform:

- (i) If, for reasons other than Force Majeure, Supplier fails to deliver all or part of the Full Requirements Service or Standard Product Service, as applicable, in the Quantity that the Parties have agreed to Schedule pursuant to a Firm Transaction, and Buyer, acting in a commercially reasonable manner, incurs incremental costs and expenses to provide such Full Requirements Service or Standard Product Service over and above those it would have incurred had Supplier fulfilled its obligation, then such costs and expenses shall be charged to Supplier, and Buyer shall have the right to deduct such costs and expenses from any amounts payable to Supplier;
- (ii) If, for reasons other than Force Majeure, Supplier fails to deliver all or part of the Full Requirements Service or Standard Product Services, the Supplier will provide replacement power and will be responsible for Locational Marginal Price (LMP) purchases; and
- (iii) If, for reasons other than Force Majeure, Buyer fails to purchase Full Requirements Services or Standard Product Services from Supplier within the parameters agreed to by the Parties, Buyer shall still pay to Supplier the Price, on the date payment would otherwise be due. Moreover, any additional amount that Supplier, acting in a commercially reasonable manner, is able to recoup upon resale of such Power will be credited against the Price owed by Buyer to Supplier.

6.2 Failure to Deliver or Receive in Non-Firm Transactions. A Party shall be excused from delivering or receiving the Quantity(ies), in whole or in part, in a Non-Firm Transaction for any reason without liability, if it gives the other Party notice of its decision to interrupt the Scheduled delivery or receipt of Power, which notice is sufficiently timely to allow the Party receiving such notice to change Scheduling and avoid incurring any Penalties. If timely notice of any interruption of Scheduled delivery or receipt is not provided, the Party causing such interruption shall be obligated to the other Party for all Penalties resulting therefrom.

ARTICLE 7 FORCE MAJEURE

- 7.1 Performance Excused. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or part, its obligations under a Firm Transaction, then, during the pendency of such Force Majeure but for no longer period, the Party affected by the event (other than the obligation to make payments then due or becoming due with respect to performance which occurred prior to the event) shall be relieved of its obligations insofar as they are affected by Force Majeure but for no longer period. The Party affected by an event of Force Majeure shall provide the other Party with written notice setting forth the full details thereof as soon as practicable after the occurrence of such event and shall take all reasonable measures to mitigate or minimize the effects of such event of Force Majeure; *provided, however*, that this provision shall not require Supplier to deliver, or Buyer to receive, Power at points other than the Energy Delivery Points.
- 7.2 Definition. Force Majeure means (with respect to Firm Transactions) an event, as of the Effective Date, which is not within the reasonable control of the Party claiming suspension (the "Claiming Party"), and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure includes, but is not restricted to: acts of God; fire; civil disturbance; labor dispute; labor shortage; and sabotage; action or restraint by court order or public or governmental authority (so long as the Claiming Party has not applied for or assisted in the application for, and has opposed where and to the extent reasonable, such government action); and other events of similar or dissimilar nature beyond the reasonable control of the Claiming Party; *provided, however*, that an action by regulators as it applies to this Agreement and as described in Article 11.3 that materially impacts a Transaction or this Master Agreement is not a Force Majeure event.

An event of Force Majeure shall also not include (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell Power purchased hereunder; or (iii) Supplier's ability to sell Power to a market at a more advantageous price. Interruption by a Transmission Provider shall not be deemed to be an event of Force Majeure unless (i) the Party contracting with such Transmission Provider shall have made arrangements with such Transmission Provider for the firm transmission, as defined under the Transmission Provider's tariff, of Power to be delivered or received hereunder; and (ii) such interruption is due to force

majeure or similar term as defined under the Transmission Provider's tariff.

ARTICLE 8 NON-PERFORMANCE

8.1 Events of Default.

(a) Events of Default. The occurrence or existence of any of the following constitutes a "Default" by the Party in Default (the "Defaulting Party"):

- (i) Failure to Pay. A Party fails to make a payment when due under this Agreement and does not cure such failure within five (5) days after written notice of such failure is given to the Party not in Default ("Non-Defaulting Party").
- (ii) Failure of Supplier to Deliver. Supplier fails to deliver Power to the Energy Delivery Points in accordance with the terms of this Agreement and does not cure such failure within fifteen (15) days after written notice of such failure is given to Buyer.
- (iii) Breach of Agreement. A Party fails in any material respect to observe or perform any of the other covenants, conditions or provisions of this Agreement and does not cure such failure within fifteen (15) days after written notice of such failure is given to the Non-Defaulting Party.
- (iv) Receivership. Appointment of a receiver or liquidator or trustee of such Party or of the property of a Party by order of a court of competent jurisdiction.
- (v) Bankruptcy. Filing by a Party of a voluntary petition in bankruptcy under any provision of any Federal or State bankruptcy law or consent to the filing of any bankruptcy or reorganization petition against it under any similar law and such petition is not withdrawn or dismissed within 30 days after filing; filing of a petition or answer or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of the Federal Bankruptcy Code, as it now exists or as it may be amended or pursuant to any other similar State statute applicable to such Party, as it is or may be in effect or an answer admitting the material allegations of a petition filed against it in such a proceeding; or if a Party makes a general assignment for the benefit of its creditors, admits in writing its inability to pay its debts generally as

they become due; or if such Party consents to the appointment of a receiver or trustee or liquidator of it or all of its property.

- (b) Rights of Non-Defaulting Party. When a Default exists, the Non-Defaulting Party shall have the right to (i) terminate this Agreement in accordance with Article 11, (ii) pursue any other remedy provided under this Agreement or available at law or in equity, without prejudice to its rights to collect any amounts due and without waiver of any other remedy and/or, (iii) suspend performance of its obligations hereunder. Said remedies, are intended to be cumulative, and the Non-Defaulting Party shall be entitled to pursue simultaneously any one or more said remedies.

ARTICLE 9 TITLE TRANSFER; LIABILITY

- 9.1 Title and Risk of Loss. Title to and risk of loss related to the Quantity shall transfer from Supplier to Buyer at the Energy Delivery Point. Supplier warrants that it will deliver to Buyer the Quantity free and clear of all liens, claims and encumbrances arising prior to the Energy Delivery Point.
- 9.2 Indemnity. Each Party shall indemnify, defend and hold harmless the other Party from any Claims arising from any act or incident occurring during the period when control and title to Power is vested, as between the Parties as provided in Article 9.1, in the indemnifying Party.
- 9.3 Limitation of Remedies, Liability and Damages; Exclusion of Warranties.
- (a) THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN

PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

- (b) SUPPLIER WILL NOT BE LIABLE TO ANY CUSTOMER FOR DAMAGES CAUSED BY INTERRUPTION OF SERVICE, VOLTAGE, OR FREQUENCY VARIATIONS, SINGLE PHASE TO THREE PHASE LINES, REVERSAL OR PHASE ROTATION OR CARRIER CURRENT FREQUENCIES.
- (c) SUPPLIER MAKES NO WARRANTIES OF ANY KIND WHETHER STATUTORY, ORAL, WRITTEN, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

- 9.4 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.

ARTICLE 10 LAW; DISPUTE RESOLUTION

- 10.1 Governing Law and Jurisdiction. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the State of Michigan, without regard to conflict of law principals.

- 10.2 Dispute Resolution. Prior to litigation, any dispute arising out of this Agreement may be submitted for dispute resolution upon request of either Party. Under dispute resolution, each Party agrees to appoint a senior representative to attempt, in good faith, to resolve the dispute. Each Party agrees to submit to the other Party a written memoranda setting out its position in the dispute, along with a proposed resolution for the other Party's consideration. Upon one Party's request, each Party's senior representative agrees to meet at least twice, if necessary, with the other Party's senior representative for a meeting of at least two (2) hours in length to resolve the dispute within thirty (30) days. The dispute will be mediated by three persons: the President, DTE Energy Trading, and the President, DTE Energy Marketing, or his designee, and a mutually agreed-upon third party.

ARTICLE 11 MISCELLANEOUS

- 11.1 Term of Agreement. The term of this Master Agreement shall commence on the Effective Date and shall continue indefinitely, unless terminated earlier in accordance with Article 11.2 below, or if mutually agreed to by the Parties.
- 11.2 Early Termination. This Agreement and all rights and obligations hereunder shall remain in full force and effect with respect to each Designated Customer until the expiration of the Period of Delivery; and EM shall be able to request Supplier to provide Power to additional Designated Customers if agreed to by both Parties.
- 11.3 Rule Changes. In the event that FERC, PJM, other ISOs, transmission providers, LDCs, or a public utility commission modifies its rules or procedures pertaining to wholesale transmission of energy, capacity, ancillary services, scheduling responsibilities and obligations of load serving entities, or retail access in a particular state in a manner that has material adverse consequences on the economic value of this Agreement to Supplier, the Parties agree to negotiate in good faith to modify this Agreement in a manner that restores the original economic value of this Agreement. If the Parties cannot agree on acceptable Agreement revisions, then they will follow the dispute resolution procedures set forth in Article 10.2 above.
- 11.4 Audit. Each Party or any third party representative of a Party has the rights at its sole expense and during normal working hours, to examine the relevant records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made

pursuant to the provisions of this Agreement. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof shall be made prior to the lapse of two (2) years from the rendition thereof; and provided further that this provision of this Agreement will survive until the earlier of (a) two (2) years after termination of this Agreement, or (b) two (2) years after the end of the latest Transaction under this Agreement for the purpose of such statement and payment objections.

ARTICLE 12 MISCELLANEOUS

- 12.1 Notices. All notices, requests, statements or payments shall be made as specified below. Notices required to be in writing shall be delivered by letter, facsimile or other documentary form. Notice by facsimile or hand delivery shall be deemed to have been received by the close of the Business Day on which it was transmitted or hand delivered (unless transmitted or hand delivered after close in which case it shall be deemed received at the close of the next Business Day). Notice by overnight mail or courier shall be deemed to have been received two (2) Business Days after it was sent. A Party may change its addresses by providing notice of same in accordance herewith:

To ET:

NOTICES AND CORRESPONDENCE:

Marcia L. Hissong, J.D.
DTE Energy Trading, Inc.
101 North Main, Suite 300
Ann Arbor, Michigan 48104
Phone: 734-887-2042
Fax: 734-887-2092

INVOICES:

Joseph Canedo
Power Billing and Accounting Administration
DTE Energy Trading, Inc.
101 North Main, Suite 300
Ann Arbor, Michigan 48104
Phone: 734-887-2037
Fax: 734-887-2092

PAYMENTS:

Bank One
611 Woodward Avenue
Detroit, Michigan 48226
ABA #: 072000326
Account #: 14379-63

To EM:

NOTICES AND CORRESPONDENCE:

Mark Brown, Director of Marketing
DTE Energy Marketing, L.L.C.
101 N. Main Street, Suite 300
Ann Arbor, MI 48104
Phone: 313-963-3076
Fax: 313-963-3170

INVOICES:

Mary Beth Dixon
Billing and Accounting Administration
DTE Energy Marketing, Inc.
150 West Jefferson, Suite 1100
Detroit, Michigan 48226
Phone: 313-963-3106
Fax: 313-963-3170

PAYMENTS:

Bank One
611 Woodward Avenue
Detroit, Michigan 48226
ABA #: 072000326
Account #: 1646933

- 12.2 Confidentiality. Neither Party shall use for any purpose other than its performance of this Agreement or disclose to any third party (other than such party's employees, lenders, counsel, accountants, or suppliers) any non-public information designated as confidential by the disclosing Party except as is necessary to perform this Agreement, or in order to comply with any applicable law, order, regulatory or exchange rule; provided, each Party shall notify the other Party of any proceeding of which it is aware that may result in disclosure, consult with the other Party on the advisability of legally available steps to resist or narrow such request and use reasonable efforts to prevent or limit the disclosure. The disclosing

Party will inform the recipient of the confidential nature of the information at the time of disclosure of any confidential information. This obligation shall survive for a period of two (2) years after termination of this Agreement. The Parties agree that unauthorized disclosure of confidential information will cause irreparable injury for which money damages are inadequate and, therefore, in addition to any other remedy, the disclosing Party shall be entitled to injunctive relief or specific performance.

12.3 Entire Agreement.

- (a) This Agreement constitutes the entire agreement between the Parties concerning the Transaction(s), and supercedes all prior agreements or understandings. No amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties.
- (b) Any conflict between this Master Agreement and the Confirmation not reasonably capable of reconciliation shall be resolved in favor of this Master Agreement.

12.4 General. This Master Agreement shall not impart any rights enforceable by any third party other than a permitted successor or assignee bound to this Master Agreement. No waiver by a Party of any default by the other Party shall be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change will not otherwise affect the remaining lawful obligations that arise under this Master Agreement.

The Parties executed this Master Agreement in multiple counterparts to be construed as one effective as of the Effective Date.

DTE ENERGY TRADING, INC.

By: 

Printed Name: S. Snick Meyers

Title: President & COO

DTE ENERGY MARKETING, INC.

By: 

Printed Name: T. Michael Holton

Title: _____

Exhibit B

Standard Product Services

ET will provide price quotes for the following standard products:

- 8760 full service requirements (based on an initially-provided load shape)
- "To forecast" service (based on an initially-provided load shape)
- seasonal (summer/non-summer) on-peak and off-peak blocks of electrical energy
 - on-peak = 1 x 16 (calendar, monthly, weekly)
 - off-peak = 5 x 8 or (calendar, monthly, weekly)
 - off-peak wrap = 5 x 8 + 2 x 24 (calendar, monthly, weekly)
- Capacity, if applicable
- LMP (spot prices) + a fee set forth in the relevant Confirmation
- Green products (i.e., clean, renewable, new, or otherwise meet the requirements imposed by the relevant public service commission upon Power suppliers), or as otherwise negotiated
- Minimum and maximum sizes, mutually agreed upon by the Parties, is required on standard products

The price quote will incorporate the applicable risk profile of the Buyer.

Procedure:

- These charges will be provided to EM by ET by 10am the day after the particular product was requested; if product price is held for 5 days, the fee is \$2.00/MWh, or the market based value, whichever is greater. This will remain subject to negotiation on a case-by-case basis.

Exhibit A-1

DTE Energy Trading, Inc.
101 N. Main, Suite 300
Ann Arbor, MI 48104
Tel: 734.887.2004 Fax: 734.887.2056

Date: 8October99
To: DTE Energy Marketing, Inc.
101 N. Main, Suite 300
Ann Arbor, MI 48104
Attn: Confirmation for Energy Marketing 2000
Re: Transaction

This Transaction Agreement confirms the following agreement between
Ron J. Adler of ("DTE Energy Trading, Inc.") ("ET") and Mark Brown of
DTE-Energy Marketing, Inc. ("EM") regarding the Transaction set forth below.

Buyer : DTE Energy Marketing, Inc.
Supplier: DTE Energy Trading, Inc.
Term: 01JAN2000 to 31DEC2000
Quantity: See Confirmation Attachments A and B
Trade Date: 26August99
Product: Physical Power, Delivered to Schedule, MON to SUN, Hour
Ending 01:00 through HE 24:00, (This Confirmation is for
Energy Only; it does not Include Capacity to Satisfy PJM
Capacity Obligation.)
Price per MWhr: \$32.20 USD/MWh
Energy Delivery Point: PJM --PECo
Scheduling: DTE Energy Trading, Inc.
734.887.2085 or 734.913.9051 (24-hour operation)
Special Conditions: Product price per MWhr would be subject to Master Agreement
Terms & Conditions.

This Transaction Agreement is entered into pursuant to the Master Agreement between DTE ET and DTE Energy Marketing. Please execute this Transaction Agreement by signing below and returning a copy to Joseph Gallagher, Risk Monitor, by facsimile at 734.887.2056. Buyer is responsible for all expenses, including taxes, after the Delivery Point. If this transaction Agreement is not executed and returned within two Business Days, it shall be deemed correct as sent.

Questions should be referred to Joseph Gallagher, of DTE ET, at 734.887.2004.

ACCEPTED AND AGREED TO as of the date of this Transaction Agreement:

DTE Energy Marketing, Inc.



Name

DENNIS M. BROWN
Print Name

DIRECTOR OF MARKETING
Title

10-19-99
Date

DTE Energy Trading, Inc.


Joseph Gallagher, Risk Monitor

Date: 10/19/99

Approved:


S. Snick Meyers, President

Date: 10/20/99

Attachment A: DTE Energy Trading Schedule Information

Customer: Energy Marketing 2000

PJM 2000 (Group1)

Load Information associated with the Energy Delivery Point is required.

	Capacity Obligation (MW)	Maximum Demand (MW)	TOTAL Energy (MWh)	ON Peak Energy (MWh)	OFF Peak Energy (MWh)	Load Factor
Jan-99	0.000	216.0	118329	63169	55160	73.6%
Feb-99	0.000	208.0	110757	61879	48878	76.5%
Mar-99	0.000	208.0	118971	67374	51597	76.9%
Apr-99	0.000	207.0	108279	58028	50251	72.7%
May-99	0.000	205.0	114653	65837	48816	75.2%
Jun-99	0.000	222.0	119045	66879	52166	74.5%
Jul-99	0.000	225.0	120957	64980	55977	72.3%
Aug-99	0.000	215.0	123978	70747	53231	77.5%
Sep-99	0.000	214.0	114363	62185	52178	74.2%
Oct-99	0.000	216.0	118500	66282	52218	73.7%
Nov-99	0.000	210.0	109106	61281	47825	72.2%
Dec-99	0.000	208.0	106642	55922	50720	68.9%
	0.000	225.0	1383580	764563	619017	

1,383,580 0

1975.11.03.000

Attachment B: DTE Energy Marketing PJM 2000 Load Set

29-Feb-00	140	150	145	142	153	159	171	189	190	196	190	201	195	202	193	185	179	173	188	168	179	190	177	181
01-Mar-00	173	172	175	178	173	171	181	190	201	199	204	204	197	202	196	190	190	182	186	173	176	186	185	181
02-Mar-00	173	172	175	177	184	175	184	186	186	204	203	198	203	203	198	183	183	165	160	176	188	190	181	
03-Mar-00	183	176	184	166	170	174	181	180	198	197	198	196	196	193	177	171	159	165	160	162	158	152	140	
04-Mar-00	124	121	117	119	112	112	114	112	117	118	120	118	112	109	107	103	103	106	107	106	105	104	101	
05-Mar-00	96	94	83	83	93	95	95	93	93	96	98	99	98	99	97	96	95	103	119	109	117	129	130	
06-Mar-00	129	131	140	142	159	162	173	181	198	198	198	200	198	199	199	193	173	173	188	172	188	183	171	
07-Mar-00	168	171	170	173	156	171	175	193	198	201	205	198	193	197	197	185	171	171	172	185	190	179	174	
08-Mar-00	170	166	173	159	177	164	183	183	204	204	199	202	195	199	196	191	177	182	179	182	192	185	187	
09-Mar-00	184	179	182	170	168	167	186	169	198	198	204	206	199	193	169	183	172	175	179	184	192	185	187	
10-Mar-00	179	177	179	186	160	189	183	199	202	207	206	202	200	191	169	183	125	169	168	173	185	190	179	
11-Mar-00	153	150	149	156	142	141	135	134	145	151	153	140	147	133	123	117	125	129	130	130	119	108	104	
12-Mar-00	97	87	95	95	95	95	96	94	95	97	98	100	99	99	98	98	99	105	121	120	111	118	135	
13-Mar-00	154	154	155	153	150	160	175	186	199	202	199	197	195	198	192	182	176	165	172	180	179	172	154	
14-Mar-00	156	164	165	159	157	162	182	190	196	202	202	195	196	196	192	179	168	165	173	170	177	184	172	
15-Mar-00	174	182	173	166	181	184	181	192	198	207	199	205	198	201	197	187	183	181	165	184	185	178	180	
16-Mar-00	175	178	168	162	167	159	182	196	199	197	194	194	194	193	190	182	176	175	176	174	173	180	180	
17-Mar-00	171	165	162	169	160	164	166	176	183	191	195	197	198	195	179	163	155	152	151	155	146	138	178	
18-Mar-00	132	135	124	125	114	116	122	120	124	124	128	115	112	111	112	114	115	119	114	119	113	105	100	
19-Mar-00	95	93	92	91	91	92	91	90	91	94	94	95	95	96	96	96	97	102	113	127	111	120	129	
20-Mar-00	151	147	146	147	150	162	176	187	197	199	200	194	194	199	195	183	182	171	189	181	180	182	181	
21-Mar-00	178	175	168	166	172	171	186	192	192	203	204	204	197	196	192	182	168	169	170	167	160	174	173	
22-Mar-00	168	171	163	170	168	169	181	195	200	201	208	203	199	202	198	187	174	187	180	176	179	177	186	
23-Mar-00	173	173	173	172	157	172	177	183	197	203	200	198	192	193	190	176	169	168	156	176	175	179	161	
24-Mar-00	164	184	153	153	146	147	145	141	162	169	165	164	165	161	154	144	129	141	139	135	140	130	131	
25-Mar-00	117	116	114	111	114	111	112	110	112	112	113	113	112	117	110	110	108	110	103	104	101	97	88	
26-Mar-00	85	85	83	82	82	82	82	79	79	82	84	83	83	83	83	84	85	97	107	100	98	107	116	
27-Mar-00	124	128	133	143	147	159	170	185	193	194	192	192	191	192	182	183	174	180	177	181	174	177	172	
28-Mar-00	164	168	168	173	155	176	185	187	194	198	200	193	195	195	188	183	169	174	163	169	170	190	174	
29-Mar-00	164	177	162	163	152	168	173	186	196	194	200	199	202	201	196	192	181	182	173	176	170	171	178	
30-Mar-00	175	175	170	180	154	164	178	186	196	197	192	198	195	198	187	174	155	159	156	163	164	157	148	
31-Mar-00	165	169	180	155	158	160	166	155	177	182	192	192	184	190	178	163	146	153	141	144	148	142	135	
01-Apr-00	120	115	111	108	103	105	106	104	107	110	112	109	107	105	102	100	100	103	104	104	101	100	96	
02-Apr-00	90	88	87	86	85	87	88	86	86	89	92	92	92	92	94	94	95	99	105	117	105	118	121	
03-Apr-00	139	145	143	147	140	150	162	178	192	192	203	202	198	199	195	179	174	168	165	169	171	185	172	
04-Apr-00	168	167	168	163	159	179	178	186	190	197	203	200	200	192	182	177	164	163	171	175	192	180	182	
05-Apr-00	177	175	172	173	147	168	172	176	190	184	197	198	200	200	196	190	183	181	173	176	182	189	178	
06-Apr-00	185	175	174	156	156	165	173	189	207	204	204	203	196	188	187	174	155	159	156	163	164	157	148	
07-Apr-00	143	139	136	133	121	133	140	152	156	164	162	162	159	162	158	157	145	146	139	138	131	115	106	
08-Apr-00	102	99	97	97	97	100	102	101	104	106	107	107	105	103	102	100	99	101	100	100	100	98	94	
09-Apr-00	88	86	85	84	85	85	86	85	86	89	90	92	91	91	91	93	95	100	113	111	112	119	131	
10-Apr-00	149	146	148	149	144	159	173	187	193	195	199	194	191	186	193	182	177	174	180	166	181	181	176	
11-Apr-00	167	177	172	168	158	155	183	187	198	197	200	197	192	184	171	175	173	170	173	172	189	178	186	
12-Apr-00	181	185	179	175	168	168	178	178	196	197	200	198	198	197	195	184	175	176	181	182	186	188	176	
13-Apr-00	176	184	189	174	168	172	179	182	191	191	195	198	195	198	188	183	169	174	169	168	178	179	184	
14-Apr-00	171	176	170	169	157	165	174	182	188	188	195	193	184	182	181	164	156	154	150	144	156	148	135	
15-Apr-00	123	118	115	111	106	109	116	112	114	120	117	117	111	107	104	101	101	103	101	100	102	101	96	
16-Apr-00	90	89	88	86	86	87	88	86	87	90	93	93	94	93	93	92	94	101	104	100	104	114	122	
17-Apr-00	145	144	145	146	154	157	166	180	194	201	188	197	195	199	192	188	180	180	179	173	169	179	180	
18-Apr-00	185	174	170	167	159	162	176	186	194	203	201	196	192	191	188	179	179	182	180	180	183	184	183	
19-Apr-00	174	164	161	160	152	156	185	187	197	199	199	201	197	195	190	190	179	181	175	180	182	178	188	
20-Apr-00	175	172	177	172	157	153	173	187	193	198	201	199	199	196	196	186	180	163	167	171	179	189	175	
21-Apr-00	180	170	164	153	155	163	174	174	180	186	198	201	199	200	196	173	150	160	153	143	135	123	143	
22-Apr-00	119	115	114	107	110	102	109	107	110	116	116	113	108	107	103	100	100	103	99	99	100	98	94	
23-Apr-00	89	88	86	86	85	87	86	84	85	88	91	91	93	94	93	93	94	99	112	104	114	122	131	
24-Apr-00	140	138	138	138	136	156	167	177	188	194	193	197	188	196	196	187	169	177	176	176	178	176	170	
25-Apr-00	172	167	154	155	148	184	167	187	191	201	199	199	199	193	188	185	174	173	177	174	172	184	183	
26-Apr-00	172	165	167	177	177	165	168	180	195	199	204	203	193	200	198	192	181	183	180	179	181	172	160	
27-Apr-00	174	175	164	164	159	153	158	181	190	203	204	197	194	201	195	190	172	171	165	174	162	178	175	
28-Apr-00	169	175	167	157	150	157	170	177	179	182	191	189	190	191	182	168	155	158	146	148	142	129	119	
29-Apr-00	113	107	105	100	101	104	107	106	109	113	114	114	107	106	103	101	101	101	102	102	103	100	96	
30-Apr-00	90	89	88	87	87	86	86	85	87	90	92	93	94	95	94	94	95	97	101	113	115	124	127	
01-May-00	134	130	141	135																				

Attachment B:
DTE Energy Marketing PJM 2000 Load Set

03-May-00	165	178	172	170	169	176	180	201	202	197	199	191	185	184	180	177	177	180	179	175	179	179
04-May-00	178	167	153	160	148	172	172	195	201	197	198	194	190	177	180	174	171	184	186	182	182	182
05-May-00	164	174	163	161	153	161	171	179	184	197	195	185	193	155	151	139	152	139	137	127	118	118
06-May-00	113	109	109	103	104	108	108	111	114	113	110	105	103	100	99	100	99	100	98	94	90	90
07-May-00	88	86	85	84	84	85	86	85	89	90	91	90	92	94	105	108	100	105	118	124	130	130
08-May-00	137	144	146	142	138	149	166	181	191	193	193	198	182	173	174	175	183	176	181	163	172	172
09-May-00	177	167	165	161	157	171	181	200	201	198	202	189	192	172	171	172	174	178	182	173	171	171
10-May-00	170	177	168	165	163	169	175	182	195	196	197	198	200	183	183	177	172	170	172	170	177	177
11-May-00	175	181	176	175	164	169	179	183	191	193	197	198	194	181	183	177	172	170	172	170	177	177
12-May-00	161	156	159	162	157	151	174	179	186	184	183	181	181	154	151	149	152	142	132	129	118	118
13-May-00	114	110	109	101	102	104	108	106	110	114	113	109	105	104	102	105	103	103	101	98	94	94
14-May-00	93	91	90	88	89	90	90	88	89	93	94	93	94	98	98	104	111	103	101	125	132	132
15-May-00	139	150	145	142	146	158	171	172	194	201	198	200	194	163	170	161	169	170	169	169	159	159
16-May-00	157	160	157	162	156	158	183	190	204	196	189	187	196	186	180	177	176	184	189	185	179	179
17-May-00	181	170	170	158	152	162	176	182	196	198	199	191	198	176	176	168	173	173	182	178	179	179
18-May-00	180	177	170	152	165	173	169	183	199	185	171	189	187	176	174	170	169	173	182	178	179	179
19-May-00	167	168	165	152	146	168	161	180	176	179	184	177	182	154	157	150	150	147	133	126	115	115
20-May-00	109	110	105	110	97	96	97	94	97	101	102	103	97	97	98	98	97	97	94	90	86	86
21-May-00	83	82	80	79	79	79	80	78	79	82	85	85	85	86	88	88	86	86	87	87	84	84
22-May-00	146	135	137	140	140	137	156	171	185	192	195	193	191	183	173	172	170	166	169	163	159	159
23-May-00	142	142	149	144	142	157	176	180	197	198	197	196	184	183	175	175	179	175	175	182	188	181
24-May-00	177	181	177	177	162	167	177	185	197	194	197	190	195	181	182	174	179	183	186	181	180	180
25-May-00	176	166	166	159	157	163	177	187	190	186	183	187	186	176	167	172	172	178	182	178	170	170
26-May-00	155	163	155	160	159	157	175	179	187	189	188	197	191	187	173	170	159	168	167	161	144	144
27-May-00	141	140	137	138	131	127	138	125	145	143	134	137	132	128	122	119	119	119	108	104	99	99
28-May-00	95	94	92	91	90	91	90	89	91	94	96	97	97	99	101	105	116	119	108	104	99	99
29-May-00	82	80	79	78	79	80	83	83	86	88	91	92	90	90	94	93	93	101	123	120	130	136
30-May-00	158	152	162	154	157	164	176	187	198	197	195	184	178	171	172	166	166	170	182	173	171	171
31-May-00	180	180	169	165	167	171	179	181	184	188	200	202	191	190	178	179	181	189	191	179	173	173
01-Jun-00	174	173	155	155	165	163	172	183	186	192	195	193	189	185	178	175	182	186	186	179	178	178
02-Jun-00	182	174	179	181	160	157	164	178	180	183	199	196	179	166	160	159	153	153	146	141	136	136
03-Jun-00	132	128	132	119	117	114	113	113	113	117	116	111	107	105	103	108	107	106	104	101	98	98
04-Jun-00	94	92	92	90	91	93	92	90	92	96	97	99	97	98	99	107	120	112	117	121	140	140
05-Jun-00	140	146	143	138	142	148	166	176	185	190	195	198	197	185	185	176	180	177	173	162	178	178
06-Jun-00	163	158	161	159	155	166	175	186	197	200	195	189	184	178	171	172	166	177	187	172	174	174
07-Jun-00	176	165	171	167	162	171	175	191	201	207	207	203	205	196	187	164	172	181	187	172	174	174
08-Jun-00	178	182	176	180	183	175	182	198	205	208	204	199	208	185	185	184	183	192	193	185	185	185
09-Jun-00	179	179	169	171	164	164	186	195	198	207	199	193	188	177	180	169	179	169	168	166	166	166
10-Jun-00	154	146	151	145	142	147	148	151	148	153	157	147	130	128	127	122	132	132	120	108	103	103
11-Jun-00	97	96	97	95	95	96	94	92	94	98	98	100	100	102	103	105	112	118	131	143	146	146
12-Jun-00	147	161	152	152	150	162	168	185	194	201	206	207	202	198	183	189	187	179	182	173	166	166
13-Jun-00	185	169	172	178	172	174	180	186	190	196	204	206	202	198	180	183	180	177	189	193	196	196
14-Jun-00	185	185	178	176	175	189	191	194	202	210	208	208	210	195	194	186	190	184	182	182	184	184
15-Jun-00	180	183	172	169	162	169	182	194	202	205	211	205	206	195	186	186	188	195	192	189	181	181
16-Jun-00	181	179	176	180	169	174	172	183	202	203	207	202	204	198	179	179	183	185	165	150	150	150
17-Jun-00	139	140	128	132	130	135	135	143	146	146	145	136	137	129	124	136	135	133	125	114	109	109
18-Jun-00	105	102	101	100	101	100	100	102	105	108	109	110	110	113	112	117	128	128	133	132	147	147
19-Jun-00	150	154	163	148	150	160	174	183	204	207	203	201	198	194	183	187	182	180	180	177	174	174
20-Jun-00	180	182	174	162	164	177	192	190	213	210	212	208	211	207	199	191	194	194	185	196	186	186
21-Jun-00	177	181	177	171	172	179	191	199	209	222	219	222	219	214	208	199	202	195	193	199	196	196
22-Jun-00	188	178	176	178	174	187	194	193	208	217	218	208	214	206	198	187	189	182	185	187	185	185
23-Jun-00	173	178	175	167	165	175	175	177	203	207	202	202	204	198	183	173	171	164	160	153	141	141
24-Jun-00	133	133	126	118	124	127	127	126	136	136	133	132	133	132	134	137	134	130	116	110	104	104
25-Jun-00	100	98	96	95	96	96	96	95	98	102	105	107	108	108	108	110	111	115	126	134	123	123
26-Jun-00	129	139	138	142	140	154	172	176	185	190	199	201	203	199	185	180	180	180	181	183	183	183
27-Jun-00	179	162	173	172	170	172	176	179	188	200	201	203	200	196	185	180	175	172	174	172	176	176
28-Jun-00	164	170	167	166	159	166	182	188	201	205	206	204	202	205	199	185	180	180	181	181	181	181
29-Jun-00	170	165	166	162	164	170	177	179	188	194	197	204	201	195	191	177	174	174	170	164	156	156
30-Jun-00	166	166	162	145	137	152	163	172	185	190	189	181	178	175	165	160	163	148	135	124	114	114
01-Jul-00	82	90	87	86	87	88	90	84	98	101	103	102	100	100	100	100	102	101	100	96	93	93
02-Jul-00	91	89	87	87	87	87	86	88	93	95	97	99	100	100	100	100	100	100	100	100	100	100
03-Jul-00	133	144	142	147	144	159	178	191	208	214	206	210	206	204	193	187	197	197	189	188	190	190
04-Jul-00	101	96	96	95	95	98	104	110	115	117	116	116	116	115	113	117	126	120	130	123	132	132
05-Jul-00	197	188	190	170	174	177	182	208	211	213	217	209	213	208	192	191	182	195	182	184	184	184

Attachment B:
DTE Energy Marketing PJM 2000 Load Set

06-Jul-00	189	176	174	165	169	175	187	193	190	210	212	211	206	204	206	200	195	188	182	192	179
07-Jul-00	182	180	177	170	162	175	176	178	186	199	208	205	205	205	204	188	177	169	147	137	
08-Jul-00	129	129	121	119	113	114	116	117	122	126	130	127	124	125	121	118	118	121	110	108	
09-Jul-00	101	98	97	96	96	97	97	96	98	103	106	108	110	110	110	112	114	116	126	176	
10-Jul-00	144	150	154	152	150	159	172	184	202	208	206	216	218	219	214	204	194	190	182	177	
11-Jul-00	180	174	181	172	170	181	183	204	211	210	219	218	213	214	211	206	202	199	200	193	
12-Jul-00	188	190	189	180	169	185	189	203	212	219	222	219	216	223	219	218	202	204	200	201	
13-Jul-00	200	190	187	184	170	177	196	203	210	217	225	225	221	219	219	215	203	204	198	198	
14-Jul-00	194	191	179	190	171	180	191	192	203	211	222	217	218	223	208	199	184	181	200	200	
15-Jul-00	136	135	130	128	120	120	123	124	129	133	135	132	128	127	123	122	120	122	111	107	
16-Jul-00	102	100	97	96	97	98	97	96	98	102	105	107	109	110	111	111	113	117	134	150	
17-Jul-00	161	155	166	164	165	176	180	197	201	212	215	216	212	218	210	208	199	193	194	194	
18-Jul-00	189	181	179	176	176	183	189	191	199	200	216	213	214	217	213	203	190	189	197	196	
19-Jul-00	192	188	186	175	171	179	181	198	209	210	212	217	205	199	209	198	168	184	178	189	
20-Jul-00	177	174	179	169	168	168	174	183	192	198	199	195	201	205	199	191	181	180	172	178	
21-Jul-00	170	169	186	164	160	165	168	186	194	185	192	201	198	203	188	177	167	161	145	105	
22-Jul-00	125	123	118	113	114	113	116	118	122	129	132	129	123	121	118	116	116	118	148	133	
23-Jul-00	101	100	98	98	98	98	103	105	101	107	108	109	110	111	111	112	113	116	113	144	
24-Jul-00	149	157	153	145	146	158	166	184	202	210	217	218	213	217	214	207	197	195	167	188	
25-Jul-00	181	178	181	175	178	176	189	198	198	205	215	217	210	217	211	207	192	199	187	183	
26-Jul-00	188	176	186	183	181	175	186	191	207	212	214	214	216	214	210	209	190	188	194	197	
27-Jul-00	193	184	187	184	173	189	184	190	190	203	213	218	215	212	205	198	187	187	182	184	
28-Jul-00	165	180	173	175	164	176	184	183	191	193	204	211	208	211	199	186	178	171	195	184	
29-Jul-00	148	149	144	138	132	134	138	130	130	140	149	148	141	136	125	123	122	125	122	138	
30-Jul-00	102	100	97	97	97	98	97	96	99	103	105	108	110	109	110	112	113	123	132	154	
31-Jul-00	154	145	161	149	163	170	174	187	199	198	212	211	207	209	201	199	184	185	166	171	
01-Aug-00	173	174	161	188	164	161	160	189	198	187	203	209	205	209	207	204	191	187	187	173	
02-Aug-00	182	173	174	168	172	174	186	196	195	204	206	207	207	208	208	204	196	187	174	194	
03-Aug-00	185	179	164	173	159	169	181	187	195	204	203	204	203	208	205	198	192	188	177	186	
04-Aug-00	173	172	180	169	172	174	178	182	183	193	200	202	198	203	200	194	186	178	165	140	
05-Aug-00	130	129	120	124	116	114	115	114	119	124	127	126	123	119	117	116	116	119	117	103	
06-Aug-00	98	97	94	94	93	94	95	93	96	99	103	104	105	106	107	108	110	113	127	154	
07-Aug-00	147	148	156	152	155	162	179	191	195	204	210	206	208	211	210	200	189	189	145	178	
08-Aug-00	181	177	177	180	165	175	186	195	187	205	209	210	207	215	208	204	191	187	186	190	
09-Aug-00	178	168	169	171	170	174	186	199	199	209	211	211	211	212	212	204	200	190	177	188	
10-Aug-00	187	188	177	189	174	186	189	191	198	199	209	205	195	201	196	194	184	189	184	191	
11-Aug-00	180	181	172	167	171	174	187	182	185	199	204	209	206	209	206	196	177	183	175	146	
12-Aug-00	134	136	133	126	122	125	129	128	134	139	142	142	142	130	126	124	120	122	120	106	
13-Aug-00	100	99	98	96	96	97	99	96	98	104	108	107	107	108	109	110	110	110	133	152	
14-Aug-00	159	161	163	161	163	173	182	182	194	206	206	209	203	207	205	198	188	183	187	187	
15-Aug-00	178	177	174	169	174	189	179	183	198	200	209	209	212	209	204	204	193	187	177	193	
16-Aug-00	185	184	189	188	168	161	181	183	201	200	206	208	202	206	202	202	184	172	169	199	
17-Aug-00	174	183	177	167	164	169	171	182	198	201	199	209	203	210	209	202	181	181	184	185	
18-Aug-00	138	138	121	123	122	117	120	120	122	126	133	127	120	117	115	113	113	115	116	101	
19-Aug-00	98	95	94	93	94	94	95	92	94	97	102	102	104	105	105	106	108	117	122	141	
20-Aug-00	150	156	156	156	154	166	166	173	185	196	194	203	205	203	211	204	183	167	179	186	
21-Aug-00	176	189	188	167	161	175	177	189	204	206	210	210	214	205	215	210	202	195	197	184	
22-Aug-00	176	178	185	176	174	173	180	197	204	206	210	214	205	215	210	202	195	197	189	179	
23-Aug-00	177	186	172	182	170	184	184	207	209	199	210	205	199	208	198	189	168	174	161	188	
24-Aug-00	158	160	155	156	159	154	166	178	183	190	199	192	194	195	196	171	156	159	153	141	
25-Aug-00	133	133	117	120	121	125	128	128	131	125	128	130	123	115	117	110	118	113	116	97	
26-Aug-00	93	91	90	90	88	89	91	81	89	93	97	99	101	100	101	101	102	103	111	104	
27-Aug-00	145	140	142	137	145	156	163	182	195	190	200	199	205	208	203	191	186	182	181	170	
28-Aug-00	162	150	155	147	155	158	166	182	200	204	207	209	210	210	207	199	192	192	194	181	
29-Aug-00	184	178	180	166	163	168	181	191	202	198	209	202	205	199	202	187	181	184	180	177	
30-Aug-00	186	178	181	189	167	164	180	194	200	198	205	209	198	201	200	191	185	183	185	191	
01-Sep-00	172	174	163	170	165	167	176	189	190	188	205	209	198	198	193	191	175	171	178	143	
02-Sep-00	131	131	120	123	121	127	130	127	128	132	133	134	126	126	116	114	116	118	114	156	
03-Sep-00	93	91	92	90	91	92	93	90	92	97	102	103	104	105	104	104	105	106	110	127	
04-Sep-00	87	85	85	83	83	85	88	87	81	96	99	101	101	103	104	103	105	110	115	134	
05-Sep-00	151	161	163	148	152	158	162	185	201	202	202	205	205	200	201	193	182	167	166	185	
06-Sep-00	187	173	182	181	169	177	179	202	203	202	205	210	203	199	196	193	187	183	184	187	
07-Sep-00	185	187	180	168	168	176	185	201	203	211	214	212	209	207	207	198	180	158	194	183	

Attachment B:
DTE Energy Marketing PJM 2000 Load Set

08-Sep-00	173	173	159	167	163	177	174	193	204	207	198	196	193	191	186	177	166	169	161	165	153	152	143
09-Sep-00	138	135	122	113	119	130	136	134	136	139	141	135	135	121	117	114	113	116	115	115	106	106	100
10-Sep-00	97	94	92	91	92	90	93	90	91	94	98	100	101	101	102	102	102	110	106	106	120	135	132
11-Sep-00	147	146	145	142	145	159	165	183	195	197	198	205	199	206	201	193	188	181	178	185	178	178	
12-Sep-00	174	166	158	168	176	169	180	189	202	199	205	205	202	207	194	193	189	187	178	200	180	178	
13-Sep-00	173	174	180	173	180	169	182	199	203	200	212	200	209	209	205	193	187	194	185	193	180	178	
14-Sep-00	189	181	183	173	165	182	185	193	207	208	203	200	198	206	209	190	186	194	193	185	179	180	
15-Sep-00	182	183	178	166	160	178	183	193	200	208	199	199	208	204	204	189	172	170	183	167	170	168	
16-Sep-00	149	148	144	140	136	152	150	150	154	152	162	155	159	140	139	134	134	140	132	120	110	102	
17-Sep-00	97	97	94	94	95	95	96	92	92	96	99	99	99	99	101	101	103	113	122	109	129	132	
18-Sep-00	131	150	150	142	147	164	165	174	193	191	192	198	199	204	198	188	180	175	173	171	173	177	
19-Sep-00	170	167	157	156	158	160	176	194	198	200	204	199	205	205	204	187	178	172	184	182	188	188	
20-Sep-00	163	171	178	171	158	169	185	194	194	195	206	203	193	202	196	192	177	185	179	185	188	188	
21-Sep-00	175	182	172	178	171	174	185	183	197	199	199	198	198	200	195	183	182	176	179	169	189	184	
22-Sep-00	172	178	175	174	164	175	167	173	183	193	196	185	185	190	187	176	169	167	163	177	142	145	
23-Sep-00	132	129	124	121	124	122	133	126	132	132	139	128	127	122	113	110	109	110	109	108	104	96	
24-Sep-00	92	90	88	89	88	90	91	89	90	94	96	99	99	99	100	99	108	109	112	114	100	86	
25-Sep-00	144	145	145	144	151	156	172	184	189	192	198	201	198	202	196	186	175	170	175	180	122	141	
26-Sep-00	176	164	160	157	160	165	183	189	198	198	192	203	198	201	194	181	167	171	175	182	185	181	
27-Sep-00	178	171	167	152	156	168	169	189	199	198	208	203	203	201	195	184	187	178	176	176	179	178	
28-Sep-00	172	172	174	175	160	157	177	197	194	202	203	208	205	203	191	185	184	187	171	182	177	182	
29-Sep-00	173	170	164	167	156	158	164	173	185	196	202	201	197	184	186	170	168	160	161	176	171	176	
30-Sep-00	114	114	108	105	105	109	112	110	113	116	124	120	115	113	112	109	109	111	111	109	105	96	
01-Oct-00	93	92	90	89	89	89	91	88	89	93	97	99	100	100	101	101	101	107	118	118	120	131	
02-Oct-00	146	143	154	153	152	155	164	180	197	206	208	209	203	208	197	194	177	182	181	185	127	144	
03-Oct-00	175	168	169	171	162	173	181	194	206	215	210	213	212	212	208	189	180	178	188	193	170	166	
04-Oct-00	183	172	174	180	170	182	199	199	209	212	211	211	210	212	210	194	188	166	171	188	174	170	
05-Oct-00	176	180	183	178	172	171	184	194	205	207	215	215	208	216	212	191	184	179	190	190	185	180	
06-Oct-00	172	170	169	167	164	165	173	163	201	207	211	209	199	208	182	187	172	168	163	162	146	133	
07-Oct-00	127	120	117	118	116	114	121	118	117	121	121	120	116	112	110	107	106	109	108	108	104	94	
08-Oct-00	91	89	88	88	88	89	91	88	89	91	94	95	97	95	98	102	103	103	110	111	127	144	
09-Oct-00	146	145	144	144	156	166	173	185	193	198	201	200	201	208	197	194	177	181	181	185	182	173	
10-Oct-00	180	175	179	168	164	164	186	189	198	202	203	207	203	206	197	182	180	178	186	188	174	160	
11-Oct-00	185	174	180	176	185	185	188	193	202	202	200	202	202	208	198	182	182	184	180	185	176	176	
12-Oct-00	180	162	172	173	181	181	187	195	198	199	197	202	199	203	189	192	184	178	176	188	184	189	
13-Oct-00	179	175	177	168	162	184	169	179	196	197	188	202	198	204	197	182	176	168	167	168	144	134	
14-Oct-00	130	119	116	114	114	114	117	116	119	120	122	122	118	109	106	104	103	105	105	106	155	144	
15-Oct-00	91	90	88	88	88	89	91	90	92	92	95	95	95	95	96	95	97	105	117	113	97	93	
16-Oct-00	137	152	144	142	152	155	159	173	188	197	198	200	194	202	199	187	173	171	182	169	167	172	
17-Oct-00	171	177	169	169	162	173	179	195	198	208	203	201	200	204	201	177	177	177	177	183	179	178	
18-Oct-00	172	178	171	169	172	162	181	187	197	201	192	199	201	201	194	185	180	174	181	183	195	192	
19-Oct-00	184	184	174	154	166	171	182	188	210	195	198	194	198	195	198	185	179	176	178	170	174	179	
20-Oct-00	170	173	169	164	158	174	177	178	182	186	195	196	193	191	184	174	164	164	162	162	145	129	
21-Oct-00	129	124	122	121	116	114	118	119	118	120	122	122	113	109	108	104	103	106	107	106	98	94	
22-Oct-00	93	90	89	89	89	90	92	90	90	93	96	96	96	97	96	97	98	111	121	112	119	138	
23-Oct-00	135	145	147	138	139	157	168	177	192	191	193	190	187	192	188	179	173	177	178	180	161	160	
24-Oct-00	182	183	179	170	159	167	183	190	198	195	201	200	198	200	192	178	177	172	171	180	175	178	
25-Oct-00	177	175	170	165	169	174	187	187	200	202	202	198	198	204	198	187	176	185	187	177	175	180	
26-Oct-00	178	180	177	178	172	175	181	181	196	196	194	196	198	195	181	182	176	177	176	186	178	181	
27-Oct-00	175	175	159	162	159	170	162	173	194	195	191	196	197	192	188	181	174	163	162	155	142	124	
28-Oct-00	124	118	116	113	109	107	109	108	110	114	116	111	107	106	106	102	103	108	107	104	100	92	
29-Oct-00	91	89	88	87	87	89	91	89	89	93	96	96	96	96	97	96	97	108	111	108	99	95	
30-Oct-00	132	148	145	137	138	145	167	184	182	189	196	196	194	196	195	180	172	176	173	168	127	130	
31-Oct-00	160	160	156	154	150	156	178	180	194	193	197	197	198	204	195	182	175	170	171	165	168	171	
01-Nov-00	168	168	171	170	162	169	177	184	188	188	203	200	198	198	195	187	174	174	174	179	178	175	
02-Nov-00	173	173	175	170	164	163	183	183	201	173	196	203	198	198	193	177	172	180	180	182	169	169	
03-Nov-00	168	179	178	180	161	162	170	182	195	198	195	192	197	200	199	188	178	177	172	172	174	169	
04-Nov-00	127	122	118	121	115	111	116	116	117	117	116	116	112	108	106	104	104	110	108	105	143	131	
05-Nov-00	94	92	91	91	91	92	94	92	92	94	96	97	97	97	97	97	99	105	103	103	99	95	
06-Nov-00	141	141	149	134	155	165	170	182	193	204	196	196	194	200	191	179	170	174	174	116	123	138	
07-Nov-00	161	161	173	165	161	166	176	181	185	185	193	181	181	193	189	163	182	177	174	166	173	164	
08-Nov-00	171	168	167	166	161	166	174	181	204	210	200	201	197	183	178	171	178	180	181	176	169	171	
09-Nov-00	171	165	176	177	155	161	175	187	197	203	199	206	197	203	201	187	181	178	177	171	173	175	
10-Nov-00	170	171	175	162	168	175	178	186	195	196	195	196	194	201	191	179	179	170	168	162	144	132	

Attachment B:
DTE Energy Marketing PJM 2000 Load Set

11-Nov-00	130	125	122	122	119	117	120	119	121	125	128	123	116	111	109	108	109	113	113	110	109	107	103	97
12-Nov-00	95	93	94	95	94	95	97	94	95	98	99	100	99	98	98	99	109	112	120	112	109	107	103	153
13-Nov-00	155	156	157	156	170	170	177	194	202	197	202	205	192	200	186	188	186	175	196	180	177	179	180	169
14-Nov-00	180	165	170	167	161	171	181	197	206	200	207	206	203	206	189	190	178	190	190	174	175	182	176	169
15-Nov-00	179	184	173	172	164	174	180	191	208	203	199	193	190	200	195	183	174	183	180	180	180	183	186	186
16-Nov-00	178	182	178	180	168	172	183	189	202	199	202	201	200	205	189	166	178	182	178	178	181	169	174	178
17-Nov-00	186	183	180	178	182	171	178	180	188	195	198	193	187	195	192	184	171	176	176	165	169	155	137	137
18-Nov-00	129	124	122	121	122	120	120	119	123	122	123	120	115	111	109	105	107	111	109	108	107	105	101	143
19-Nov-00	95	94	93	92	92	94	94	94	94	97	100	101	99	100	99	106	106	118	112	112	113	123	134	143
20-Nov-00	140	143	145	143	142	149	168	167	189	189	191	200	191	202	191	186	174	179	168	181	181	173	173	171
21-Nov-00	176	181	171	169	162	162	168	181	194	197	198	198	186	195	191	172	171	183	171	179	179	179	175	175
22-Nov-00	163	163	154	169	158	164	165	181	187	194	186	192	188	181	175	163	158	155	143	146	152	150	139	124
23-Nov-00	104	98	98	93	93	87	87	84	84	88	85	84	85	84	83	81	82	88	88	87	86	85	84	82
24-Nov-00	82	81	81	81	83	87	95	101	104	106	109	106	107	107	106	103	102	107	106	104	102	98	96	92
25-Nov-00	91	90	89	88	89	91	94	95	101	96	97	97	95	94	94	92	92	99	98	96	95	95	92	88
26-Nov-00	87	85	84	84	83	85	89	89	84	87	89	91	89	88	89	90	90	106	107	108	104	107	117	114
27-Nov-00	125	127	113	126	119	128	130	143	139	149	156	146	152	154	152	149	145	147	148	145	139	143	140	144
28-Nov-00	147	144	143	139	150	146	166	181	187	191	190	190	185	180	191	172	169	172	164	183	166	169	163	165
29-Nov-00	170	168	168	159	159	174	183	183	183	183	186	183	183	196	187	174	157	162	172	163	155	158	158	176
30-Nov-00	174	163	164	161	162	157	160	181	191	200	198	203	199	197	189	181	168	176	156	171	178	174	181	176
01-Dec-00	172	166	168	162	158	162	166	179	186	186	182	184	185	183	172	165	158	161	157	153	153	148	143	132
02-Dec-00	126	124	121	120	118	115	116	115	117	118	116	114	111	110	109	107	108	113	112	112	110	108	104	101
03-Dec-00	99	97	96	96	95	97	99	97	97	100	104	108	100	99	99	96	96	101	110	113	122	132	132	136
04-Dec-00	147	143	144	148	152	160	173	181	193	191	191	201	195	195	189	179	168	170	164	160	166	187	180	182
05-Dec-00	175	173	160	170	173	163	179	194	198	208	208	203	197	194	184	181	171	168	166	186	177	187	171	175
06-Dec-00	188	181	165	167	154	167	171	187	200	201	193	197	190	196	188	175	189	172	173	173	170	187	185	175
07-Dec-00	183	180	173	168	167	176	182	192	199	202	201	196	195	193	188	183	164	180	162	152	155	146	140	131
08-Dec-00	128	119	119	115	115	114	117	119	121	121	119	117	113	111	108	106	106	112	111	110	109	106	102	99
09-Dec-00	136	134	137	144	144	151	158	170	180	186	194	193	184	193	180	183	168	180	171	176	169	128	134	136
10-Dec-00	96	94	94	93	94	96	98	96	97	100	101	100	100	100	98	99	101	110	118	122	124	128	181	181
11-Dec-00	150	134	137	144	151	158	170	177	180	186	194	193	184	193	180	183	168	180	171	176	169	180	181	181
12-Dec-00	178	173	171	175	173	177	189	189	198	202	204	198	198	198	184	175	176	181	181	173	176	177	175	175
13-Dec-00	183	168	165	161	161	159	173	175	186	206	199	198	195	188	185	170	166	168	168	163	170	166	165	175
14-Dec-00	171	179	174	176	180	163	171	194	201	197	200	203	200	199	187	177	176	180	179	180	176	174	185	190
15-Dec-00	177	169	165	165	172	166	173	177	180	192	191	192	199	189	178	167	163	158	167	159	145	145	142	131
16-Dec-00	124	120	118	117	112	115	117	117	118	118	119	115	112	109	107	105	105	110	110	109	107	105	102	98
17-Dec-00	95	94	92	93	95	96	98	96	98	101	102	101	100	100	99	103	103	110	119	114	119	127	137	136
18-Dec-00	138	144	146	130	138	151	167	183	182	190	194	191	191	186	178	170	164	174	156	167	181	179	179	167
19-Dec-00	175	177	167	157	162	161	175	174	178	192	192	190	184	181	182	169	157	165	162	142	146	145	138	139
20-Dec-00	152	157	145	146	140	140	147	147	162	170	168	165	161	153	149	138	128	144	143	141	142	132	127	135
21-Dec-00	140	141	133	140	131	137	144	152	156	157	160	160	151	156	144	136	128	130	127	127	136	131	138	143
22-Dec-00	177	170	166	173	166	174	177	181	191	192	191	191	199	190	177	167	164	159	167	159	147	145	142	131
23-Dec-00	87	86	86	85	85	88	93	96	99	98	99	99	99	97	94	95	101	100	100	100	98	97	93	81
24-Dec-00	89	88	87	87	87	89	90	88	87	90	91	91	90	91	90	90	90	100	101	110	103	104	108	112
25-Dec-00	163	160	154	154	160	156	169	172	183	184	182	184	184	187	174	171	160	154	158	135	139	135	134	129
26-Dec-00	161	168	153	158	162	158	172	163	178	186	186	181	176	173	163	151	144	147	139	145	144	138	129	133
28-Dec-00	155	155	154	155	139	148	164	165	187	194	192	190	191	192	182	173	165	168	172	186	163	164	163	170
29-Dec-00	93	91	86	86	86	89	96	96	98	99	99	99	98	97	93	90	89	93	92	91	90	87	86	84
30-Dec-00	87	86	86	86	86	89	93	96	98	98	100	100	99	98	97	94	95	101	100	100	99	97	96	94
31-Dec-00	89	88	87	87	88	89	90	88	87	90	91	91	90	92	90	90	94	100	102	110	103	104	106	112

Exhibit A - 3

DTE Energy Trading, Inc.
101 N. Main, Suite 300
Ann Arbor, MI 48104
Tel: 734.887.2004 Fax: 734.887.2056

Date: 4October99
To: DTE Energy Marketing, Inc.
101 N. Main, Suite 300
Ann Arbor, MI 48104
Attn: Confirmation - PECO Street Lighting
Re: Transaction

This Transaction Agreement confirms the following agreement between
Ron J. Adler of ("DTE Energy Trading, Inc.") ("ET") and Mark Brown of
DTE-Energy Marketing, Inc. ("EM") regarding the Transaction set forth below.

Buyer : DTE Energy Marketing, Inc.
Supplier: DTE Energy Trading, Inc.
Term: 30SEP1999 to 31DEC2000
Quantity: See Exhibit B
Trade Date: 14September99
Product: Physical Power, Delivered to Schedule, MON to SUN, Hour
Ending 01:00 through HE 24:00, (This Confirmation is for
Energy Only; it does not Include Capacity to Satisfy PJM
Capacity Obligation.)
Price per MWhr: Floating price calculated as Locational Marginal Price
(LMP) + \$0.50 USD/MWh
Energy Delivery Point: PJM - PECO
Scheduling: DTE Energy Trading, Inc.
734.887.2085 or 734.913.9051 (24-hour operation)
Special Conditions: Product price per MWhr would be subject to Master Agreement
Terms & Conditions.

This Transaction Agreement is entered into pursuant to the Master Agreement between DTE ET and DTE Energy Marketing. Please execute this Transaction Agreement by signing below and returning a copy to Joseph Gallagher, Risk Monitor, by facsimile at 734.887.2056. Buyer is responsible for all expenses, including taxes, after the Delivery Point. If this transaction Agreement is not executed and returned within two Business Days, it shall be deemed correct as sent.

Questions should be referred to Joseph Gallagher, of DTE ET, at 734.887.2004.

ACCEPTED AND AGREED TO as of the date of this Transaction Agreement:

DTE Energy Marketing, Inc.

Dennis M. Brown
Name

DENNIS MARK BROWN
Print Name

DIRECTOR OF MARKETING
Title

10-19-99
Date

DTE Energy Trading, Inc.

Joseph Gallagher
Joseph Gallagher, Risk Monitor

Date: 10/19/99

Approved:

S. Snick Meyers
S. Snick Meyers, President

Date: 10/20/99

Exhibit B: DTE Energy Trading Schedule Information

Customer: PECO 1999

STREET LIGHTING

Load information associated with the Energy Delivery Point is required.

	Capacity Obligation (MW)	Maximum Demand (MW)	TOTAL Energy (MWh)	ON Peak Energy (MWh)	OFF Peak Energy (MWh)	Load Factor
Jan-99	0.000	0.0	0	0	0	0.0%
Feb-99	0.000	0.0	0	0	0	0.0%
Mar-99	0.000	0.0	0	0	0	0.0%
Apr-99	0.000	0.0	0	0	0	0.0%
May-99	0.000	0.0	0	0	0	0.0%
Jun-99	0.000	0.0	0	0	0	0.0%
Jul-99	0.000	0.0	0	0	0	0.0%
Aug-99	0.000	0.0	0	0	0	0.0%
Sep-99	0.000	2.5	36	35	0	2.0%
Oct-99	0.000	2.5	1102	754	348	60.1%
Nov-99	0.000	2.5	1067	754	313	60.1%
Dec-99	0.000	2.5	1102	806	296	60.1%
	0.000	2.5	3307	2349	958	

D-2 Exhibit D-2 "Operations Expertise," given the operational nature of the applicant's business, provide the applicant's experience and technical expertise in performing such operations.

See Exhibit D-1.

D-3 **Exhibit D-3 “Key Technical Personnel,”** provide the names, titles, and phone numbers of key personnel involved in the operational aspects of the applicant’s business.

Name	Title	Phone
Steve L. Sheppard	Director of Supply	734-887-2126
Thomas E. Root	Supervisor of Operations	734-887-2103
Jennifer Luptowski	EDI System Analyst and Process Coordinator	734-887-2149
Ray Wieszczyk	Manager of Operations <i>DTE Energy Trading, Inc.</i>	734-887-2041

D-4 Exhibit D-4 "FERC Power Marketer License Number,"

DTE Energy Marketing, Inc is FERC approved as a power marketer. Please see the attached FERC document and refer to docket number ER99-3368-000. Please see attached order.

FEDERAL ENERGY REGULATORY COMMISSION88 FERC • 61,189
WASHINGTON, D.C. 20426

August 24, 1999

Docket Nos. ER99-3208-000

ER99-3320-000

ER99-3368-000

ER99-3420-000

ER99-3446-000

ER99-3450-000

ER99-3491-000

ER99-3502-000

ER99-3554-000

Troutman Sanders LLP
ATTN: Clifford S. Sikora, Esq.
Attorney for Illinova Power Marketing, Inc.
1300 I Street, N.W.
Suite 500 East
Washington, D.C. 20005-3314

Van Ness Feldman, P.C.
ATTN: Margaret A. Moore, Esq.
Attorney for Rathdrum Power, LLC
1050 Thomas Jefferson Street, N.W.
Seventh Floor
Washington, D.C. 20007

Morgan, Lewis & Bockius LLP
ATTN: John D. McGrane, Esq.
Attorney for DTE Energy Marketing Company
1800 M Street, N.W.
Washington, D.C. 20036

Bruder, Gentile & Marcoux, L.L.P.
ATTN: Thomas L. Blackburn, Esq.
Attorney for Sunbury Generation, LLC
1100 New York Avenue, N.W.
Suite 510 East
Washington, D.C. 20005-3934

Preston Gates Ellis & Rouvelas Meeds LLP
ATTN: Donald A. Kaplan, Esq.
Attorney for PP&L Resources, Inc. and PP&L, Inc.
1735 New York Avenue, N.W.
Suite 500
Washington, D.C. 20006-5209

McKenna & Cuneo, L.L.P.
ATTN: Alan I. Lewis, Esq.
Attorney for Foote Creek II, LLC

One Market Plaza¹

Docket No. ER99-3208-000, et al. -2-

Steuart Street Tower, 27th Floor
San Francisco, CA 94105

Jones, Day, Reavis & Pogue
ATTN: Robert S. Waters, Esq.
Attorney for PP&L Montana, LLC, PP&L Colstrip I, LLC, PP&L
Colstrip II, LLC and PP&L Colstrip III, LLC
51 Louisiana Avenue, N.W.
Washington, D.C. 20001

White & Case LLP
ATTN: David W. Hunt, Esq.
Attorney for Berkshire Power Company, LLC
601 Thirteenth Street, N.W.
Suite 600 South
Washington, D.C. 20005

Mayor, Day, Caldwell & Keeton, L.L.P.
ATTN: Phillip G. Oldham, Esq.
Attorney for Lone Star Steel Sales Company
100 Congress Avenue
Suite 1500
Austin, TX 78701

Dear Sirs and Madam:

You submitted for filing with the Commission rate schedules under which applicants will engage in wholesale electric power and energy transactions at market-based rates. Your submittals, as modified below, comply with the Commission's requirements for¹

market-based rates and are accepted for filing. They are designated and made effective as indicated in Appendix A to this order.

Illinova Power Marketing, Inc. (Illinova) seeks approval of a long-term, power purchase agreement (PPA) that would permit it to sell power at market-based rates to Illinois Power Company (Illinois Power), its traditional public utility affiliate. The PPA provides Illinois Power with a monthly entitlement to Illinova's capacity and energy and rights to purchase additional

1

All of the membership interest of Foote Creek II, LLC (Foote Creek) is owned by SeaWest WindPower, Inc. (SeaWest). Foote Creek states that it anticipates that all of the membership interest of Foote Creek will be acquired by Cinergy Global Foote Creek, Inc., an affiliate of the Cinergy Corp. Because our approval of Foote Creek's market-based rate schedule is based on Foote Creek's current ownership, the completion of such acquisition would be considered a change in status under Appendix

B, Paragraph 9, for which Commission notification would be required.¹

Docket No. ER99-3208-000, et al. -3-

capacity and energy. The rates for the entitlement would be established by the Illinois Commerce Commission (Illinois Commission), based either on a market value index (based on trades, options, or futures contracts in the market in which Illinois Power buys and sells electricity, e.g., Cinergy Hub or NYMEX) or an average market price. The rates for excess capacity would be negotiated.

In support of its filing, Illinova states that adequate safeguards are in place, under the PPA, to protect Illinois²

Power's captive ratepayers. Illinova states that under the Electric Service Customer Choice and Rate Relief Law of 1997³

(Illinois Restructuring Act), Illinois Power's retail rates are currently frozen and are expected to remain frozen through⁴

January 1, 2005. Following the expiration of the rate freeze, the Illinois Restructuring Act provides for the availability of full retail choice.

In First Energy Trading & Power Marketing, Inc., et al.,⁵ we held that where a power marketer can sell power to its affiliated franchised public utility, the potential for affiliate abuse exists, unless there is an adequate pricing safeguard in place. We noted that without such safeguards, the power marketer could sell power to its affiliated franchised public utility at an above market price, and that the affiliated utility could then⁶

pass these costs through to its captive customers. Here, however, there are adequate safeguards in place by virtue of the rate freeze imposed by the Illinois Restructuring Act, which will ensure that the customers of Illinois Power will not be required to absorb any above-market costs associated with Illinova's sales to Illinois Power. After the rate freeze expires, Illinois Power's customers will no longer be captive. Under circumstances similar to these, the Commission previously has permitted a power

² Illinois Power states that it has no captive wholesale requirements customers and no active wholesale rate schedules which contain wholesale fuel adjustment clauses.

³ 220 Ill. Comp. Stat. 5/16 (West 1998).

⁴ Illinova explains that the circumstances under which the Illinois Commission could approve a rate increase are limited. Were such a rate increase to be approved by the Illinois Commission, Illinova states that the PPA will be refiled on a

cost basis.

5

84 FERC • 61,214 (1998).

6

Id. at 62,037, citing Detroit Edison Company, 80 FERC • 61,348 at 62,197 (1997). 1

Docket No. ER99-3208-000, et al. -4-

7

marketer to make power sales to its public utility affiliate. For all these reasons, we will accept the PPA for filing, subject to the condition that the PPA be refiled in the event that the Illinois Commission approves a rate increase for the period prior to January 1, 2005.

PP&L Montana, LLC, PP&L Colstrip I, LLC, PP&L Colstrip II, LLC, and PP&L Colstrip III, LLC (collectively, PP&L Applicants) request a waiver of the open-access transmission tariff (OATT) requirements of Order Nos. 888 and 889. The Commission has determined that it would grant requests for waiver of some or all of the requirements of Order No. 888 by public utilities that can show that they own, operate, or control only limited and discrete transmission facilities (facilities that do not form an

8

integrated transmission grid). The Commission also has determined that waiver of some or all of the requirements of Order No. 889 would be appropriate for a public utility: (1) if the applicant owns, operates, or controls only limited and discrete transmission facilities (rather than an integrated transmission grid); or (2) if the applicant is a small public utility that owns, operates, or controls an integrated transmission grid, unless it is a member of a tight power pool, or other circumstances are present that indicate that a waiver

9

would not be justified.

PP&L Applicants state that they will acquire ownership or leasehold interests in the Colstrip transmission system (CTS). The CTS consists of two 500 kV transmission lines extending approximately 115 miles from Colstrip, Montana, to a switchyard at Broadview, Montana, and continuing approximately another 133 miles to Montana Power Company's interconnection with Bonneville Power Administration in Townsend, Montana. In Montana Power

10

Company, et al., (Montana Power Company) we directed the PP&L Applicants to file an OATT because the CTS facilities were jurisdictional facilities. Here, the PP&L Applicants acknowledge that the Commission ordered them to file an OATT, but they now request a waiver of this requirement. PP&L Applicants explain that the CTS was constructed to transmit the electric output of the Colstrip generating station and that these facilities have minimal use for transmission from any other source. In addition,

7

See, e.g., AYP Energy, Inc., 87 FERC • 61,009 (1999).

8

See Black Creek, 77 FERC • 61,232 at 61,941 (1996) (Black Creek).

9

See Black Creek, 77 FERC at 61,941; see also Midwest Energy, Inc., et al., 77 FERC • 61,208 at 61,854 (1996) (describing tight power pool exception).

10

87 FERC • 61,344 at 62,330 (1999).1~

Docket No. ER99-3208-000, et al. -5-

the PP&L Applicants state that, if the Commission denies their request, they commit to filing an OATT prior to the closing of

11

the asset transaction.

We will deny the PP&L Applicants' request for waiver of the OATT requirements of Order Nos. 888 and 889. The CTS consists of approximately 250 miles of high voltage transmission lines that connect with the 230 kV system in the area. This transmission system cannot be considered limited. Accordingly, the PP&L Applicants must file an OATT pursuant to Ordering Paragraph (C)1

12

of the Montana Power Company order.

PP&L Applicants also request authority to engage in sales of ancillary services (regulation, energy imbalance, spinning reserves and supplemental reserves) at market-based rates to entities that are not transmission providers. In their filing, PP&L Applicants agree to accept all conditions related to the establishment of an OASIS-like internet site for ancillary services in accordance with the Commission's policy on flexible rates for third-party ancillary services providers as promulgated in Avista Corporation, 87 FERC • 61,335 (1999) (Avista). Specifically, PP&L Applicants state that within 30 days of the Commission's order they will (a) establish an Internet-based site for providing information on, and conducting, ancillary services transactions; (b) post on this OASIS-like site the offering prices of all available services; and (c) provide customers with the ability to request services and make bids for those services1

13

using the site. The PP&L Applicants also commit to file with the Commission one year after this site is operational, and at least every three years thereafter, a report describing their activities in the ancillary services markets. Because PP&L Applicants have agreed to the conditions and limitations set forth in Avista, we will grant their request for authorization of sales of certain ancillary services at market-based rates.

We will accept the request of Sunbury Generation, LLC (Sunbury Generation) for authority to make sales of ancillary services at market-based rates into the PJM Power Exchange, the

11

In Docket Nos. EG99-184-000 and EG99-185-000, PP&L Colstrip III, LLC and PP&L Montana, LLC seek determinations that they are exempt wholesale generators, arguing that the CTS is "necessary to effect a sale of electric energy at wholesale." Section 32(a)(2) of the Public Utility Holding Company Act of 1935, 15 U.S.C. • 797-5a(a)(2) (1994). We will address these requests in a separate order.

12

Id.

13

See PP&L Montana, LLC's Filing at 11.1

Docket No. ER99-3208-000, et al. -6-

14

New York ISO market and the ISO New England market. However, we will direct Sunbury Generation, within 30 days of the date of this order, to revise its proposed rate schedule to specify each of the ancillary services it seeks to provide.

Any waivers or authorizations requested by the applicants are granted to the extent specified in Appendix B to this order. Waiver of the prior or advance notice requirements, if requested, is granted to the extent specified in Appendix A. The applicants must comply with the reporting requirements or other requirements

15

specified in Appendix B to this order.

The codes of conduct submitted by the applicants are accepted if consistent with Appendix C, which reflects requirements adopted in previous Commission orders. Because the codes of conduct submitted by DTE Energy Marketing, Inc. (DTE Energy) and Foote Creek are inconsistent with Appendix C, they are hereby rejected. As to these applicants, Appendix C has been designated as the applicable code of conduct.

Illinova filed a code of conduct containing certain provisions that differ from those required previously by the Commission. In support, Illinova states that Illinois Power's ratepayers would not be harmed because, among other reasons, Illinois Power is operating under a retail rate freeze (discussed above). Although Illinova's code of conduct does not meet the Commission's requirements, the rate freeze in place ensures that Illinois Power's captive customers will not be harmed. Thus, Commission will not require Illinova to amend its code of conduct nor will we designate Appendix C as its code of conduct.

PP&L Applicants request waiver of the accounting and related reporting requirements of Parts 41, 101 and 141 of the

14

See Atlantic City Electric Company, et al., 86 FERC • 61,248 (1999); Central Hudson Gas & Electric Corporation, et al., 86 FERC • 61,062 (1999); New England Power Pool, 85 FERC • 61,379 (1998).

15

On May 27, 1999, the Commission issued an order in which it modified the reporting requirements for long-term transactions applicable to public utilities without ownership or control over generation or transmission facilities that are authorized to sell power at market-based rates (power marketers). Southern Company Services, et al., 87 FERC • 61,214 (1999), reh'g pending (Southern). Specifically, with respect to any long-term transaction agreed to by a power marketer after 30 days from the date of issuance of a final order in the Southern case, the power marketer must file a service agreement with the Commission within 30 days after service commences, rather than reporting transactions thereunder in its quarterly transaction summaries.1

Docket No. ER99-3208-000, et al. -7-

Commission's regulations. As we stated earlier, PP&L Applicants are required to file an open access transmission tariff because of their control of transmission facilities. In light of that

16

requirement, we will deny its request in this regard.

Pursuant to Rule 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. • 385.214 (1999), an entity's filing of a timely notice of intervention or a timely, unopposed motion to intervene in a proceeding makes it a party to that proceeding.

Should an applicant or any of its affiliates deny, delay, or require unreasonable terms, conditions, or rates for natural gas fuel or services to a potential electric competitor in bulk power markets, then that electric competitor may file a complaint with the Commission that could result in the applicant's or its affiliate's authority to sell power at market-based rates being17
suspended.

Sales of accounts receivable are not dispositions of jurisdictional facilities and are not within the scope of section 203 of the FPA. To the extent an applicant seeks a case-specific finding on this or any related point, it may file a petition for a declaratory order with the Commission.

PP&L Resources, Inc. (PP&L Resources), PP&L, Inc. (PP&L), Sunbury Holdings, LLC (Sunbury Holdings) and Sunbury Generation (collectively PP&L/Sunbury Applicants) filed a joint application under section 203 of the FPA requesting that the Commission authorize the sale of jurisdictional facilities in connection with the sale of PP&L's Sunbury generating facility (Sunbury18

Station) to Sunbury Generation. In addition, in Docket No. ER99-3446-000, PP&L/Sunbury Applicants filed under section 205 of the FPA, an Interconnection Agreement in connection with the proposed sale. The agreement sets forth the terms and conditions for the interconnection of Sunbury Station with PP&L's transmission system and provides for the coordinated operation

and maintenance of the interconnection facilities and

16

See Union Electric Development Corporation and Union Electric Company, 80 FERC • 61,352 at 62,207-08 (1997), order on clarification, 82 FERC • 61,165 (1998); accord, Unitil Power Corporation, 80 FERC • 61,358 at 62,227 (1997). See also Pennsylvania Power & Light Company, 80 FERC • 61,053 at 61,160 (1997); Rochester Gas & Electric Corporation, 80 FERC • 61,284 at 62,012.

17

See, e.g., Louisville Gas & Electric Co., 62 FERC • 61,016 at 61,148 (1993).

18

The section 203 filing was made in Docket No. EC99-91-000, and is currently pending before the Commission.¹

Docket No. ER99-3208-000, et al. -8-

transmission system. Also, in Docket No. ER99-3420-000, Sunbury Generation filed a Transition Power Purchase Agreement (TPPA) between itself and PP&L. Under the TPPA, Sunbury Generation will sell capacity and energy to PP&L for up to three years beginning with the closing, which is expected on or before October 1, 1999.¹ 19

We find that the Interconnection Agreement and the TPPA appear to be just and reasonable and have not been shown to be unjust, unreasonable, unduly discriminatory or preferential, or otherwise unlawful. These agreements are necessary to complete the objectives of the proposed transaction. Also, no party has alleged that these agreements are unjust and unreasonable. We find that the terms of the TPPA are similar to other power agreements relating to divestiture transactions reviewed and

20

approved by the Commission. Accordingly, we will accept the Interconnection Agreement and the TPPA, effective on the date of

21

the sale of the jurisdictional facilities. However, since the filing stated that specific charges under the Interconnection Agreement will be determined at a later date, we note that PP&L will need to make a timely filing, under section 205 of the FPA, specifying the charges that it proposes to assess.

DTE Energy seeks Commission approval to reassign transmission capacity. We find its request to be consistent with our requirements.

Sunbury Generation, PP&L, Foote Creek, Berkshire Power Company, LLC, Rathdrum Power, LLC and the PP&L Applicants must inform the Commission of the dates service commences.

By direction of the Commission.

Linwood A. Watson, Jr.,

Acting Secretary.

19

See Sunbury Generation's Filing at 2.

20

See, e.g., Central Maine Power Company, 85 FERC • 61,272
(1998).

21

The parties must inform the Commission of the closing date
of the sale of the jurisdictional facilities.1

Docket No. ER99-3208-000, et al. -9-

APPENDIX A

Applicants are hereby informed of the following rate schedule

designations:

Illinova Power Marketing, Inc.
Docket No. ER99-3208-000
Effective Date: September 1, 1999

	Designation	Description
(1)	Rate Schedule FERC No. 1	Market-Based Rate Schedule
(2)	Rate Schedule FERC No. 2	Power Sales Agreement

Rathdrum Power, L.L.C.
Docket No. ER99-3320-0001

Effective Date: Date of Commencement of Service

	Designation	Description
Rate	(1) FERC Electric Tariff,	Market-Based
	Original Volume No. 1	Tariff
	Original Sheet Nos. 1-2	

DTE Energy Marketing, Inc.
Docket No. ER99-3368-000
Effective Date: July 1, 1999

	Designation	Description
(1)	Rate Schedule FERC No. 1	Market-Based Rate Schedule
(2)	Supplement No. 1 to Rate Schedule FERC No. 1	Appendix C Code of Conduct

Sunbury Generation, LLC
Docket No. ER99-3420-000
Effective Date: Date of Commencement of Service

	Designation	Description
(1)	FERC Electric Tariff,	Market-Based
	Original Volume No. 1	Rate Tariff
	Original Sheet Nos. 1-22	with Code of Conduct

- | | | |
|-----|--|--|
| (2) | Rate Schedule FERC No. 1
Purchase Power | Transition

Agreement with PP&L,
Inc. |
|-----|--|--|

PP&L, Inc.
Docket No. ER99-3446-000
Effective Date: Date of Commencement of Service

- | Designation | Description |
|-------------|--|
| (1) | Rate Schedule FERC No. 166

Interconnection
Agreement with
Sunbury
Generation, LLC ¹ |

Foote Creek II, LLC
Docket No. ER99-3450-000
Effective Date: August 31, 1999

- | Designation | Description |
|-------------|---|
| (1) | Rate Schedule FERC No. 1

Market-Based
Rate Schedule |
| (2) | Supplement No. 1 to Rate
Schedule FERC No. 1

Appendix C Code
of
Conduct |
| (3) | Supplement No. 2 to Rate
Schedule FERC No. 1

Long-term Power
Sales
Agreement with
Bonneville Power
Administration |

PP&L Montana, LLC
Docket No. ER99-3491-000
Effective Date: Date of Commencement of Service

- | Designation | Description | |
|-------------|---|---------------------------------|
| (1) | FERC Electric Tariff,
Rate Tariff
Original Volume No. 1
Conduct
Original Sheet Nos. 1-4 | Market-Based

and Code of |

PP&L Colstrip I, LLC
Docket No. ER99-3491-000
Effective Date: Date of Commencement of Service

- | Designation | Description |
|-------------|-------------|
|-------------|-------------|

(1) FERC Electric Tariff,	Market-Based
Rate Tariff	
Original Volume No. 1	and Code of
Conduct	
Original Sheet Nos. 1-5	

PP&L Colstrip II, LLC
Docket No. ER99-3491-000
Effective Date: Date of Commencement of Service

Designation	Description
(1) FERC Electric Tariff,	Market-Based
Rate Tariff	

Original Volume No. 1	and Code of
Conduct	
Original Sheets Nos. 1-5	

PP&L Colstrip III, LLC
Docket No. ER99-3491-000
Effective Date: Date of Commencement of Service

Designation	Description
(1) FERC Electric Tariff,	Market-Based
Rate Tariff	
Original Volume No. 1	and Code of
Conduct	
Original Sheet Nos. 1-5	

Berkshire Power Company, LLC
Docket No. ER99-3502-000
Effective Date: Date of Commencement of Service

Designation	Description
(1) FERC Electric Tariff,	Market-Based
	Rate Tariff
Original Volume No. 1	
Original Sheet No. 1	

Lone Star Steel Sales Company
Docket No. ER99-3554-000
Effective Date: July 14, 1999

Designation	Description
(1) FERC Electric Tariff,	Market-Based
	Rate Tariff
Original Volume No. 1	
Original Sheet No. 11	

APPENDIX B

(1) If requested, waiver of Parts 41, 101, and 141 of the Commission's regulations is granted.

(2) Within 30 days of the date of this order, any person desiring to be heard or to protest the Commission's blanket approval of issuances of securities or assumptions of liabilities by those applicants who have sought such approval should file a motion to intervene or protest with the Federal Energy Regulatory Commission, 888 First Street, N.E., Washington, D.C. 20426, in accordance with Rules 211 and 214 of the Commission's Rules of Practice and Procedure, 18 C.F.R. §§ 385.211 and 385.214.

(3) Absent a request to be heard within the period set forth in Paragraph (2) above, if the applicants have requested such authorization, the applicants are hereby authorized to issue securities and assume obligations or liabilities as guarantor, indorser, surety, or otherwise in respect of any security of another person; provided that such issue or assumption is for some lawful object within the corporate purposes of the applicants, compatible with the public interest, and reasonably necessary or appropriate for such purposes.

(4) If requested, until further order of this Commission, the full requirements of Part 45 of the Commission's regulations, except as noted below, are hereby waived with respect to any person now holding or who may hold an otherwise proscribed interlocking directorate involving the applicants. Any such person instead shall file a sworn application providing the following information:

(a) full name and business address; and

(b) all jurisdictional interlocks, identifying the affected companies and the positions held by that person.

(5) The Commission reserves the right to modify this order to require a further showing that neither the public nor private interests will be adversely affected by continued Commission approval of the applicants' issuances of securities or assumptions of liabilities, or by the continued holding of any affected interlocks.

(6) If requested, waiver of the provisions of Subparts B and C of Part 35 of the Commission's regulations, with the exception of sections 35.12(a), 35.13(b), 35.15 and 36.16, is granted for transactions under the rate schedules at issue here.1

(7) (a) Applicants who own generating facilities may file umbrella service agreements for short-term power sales (one year or less) within 30 days of the date of commencement of short-term service, to be followed by quarterly transaction summaries of specific sales (including risk management transactions if they result in actual delivery of electricity). For long-term transactions (longer than one year), applicants must submit the actual individual service agreement for each transaction within 30 days of the date of commencement of service. To ensure the clear identification of filings, and in order to facilitate the orderly maintenance of the Commission's files and public access to documents, long-term transaction service agreements should not be filed together with short-term transaction summaries. For applicants who own, control or operate facilities used for the transmission of electric energy in interstate commerce, prices for generation, transmission and ancillary services must be stated separately in the quarterly reports and long-term service agreements.

(b) Applicants who do not own generating facilities must file quarterly reports detailing the purchase and sale transactions undertaken in the prior quarter (including risk management transactions if they result in actual delivery of electricity). Applicants who are power marketers should include in their quarterly reports only those risk management transactions that result in the actual delivery of electricity.

(8) The first quarterly report filed by an applicant in response to Paragraph (7) above will be due within 30 days of the end of the quarter in which the rate schedule is made effective.

(9) Each applicant must file an updated market analysis within three years of the date of this order, and every three years thereafter. The Commission reserves the right to require such an analysis at any time. The applicants must also inform the Commission promptly of any change in status that would reflect a departure from the characteristics the Commission has relied upon in approving market-based pricing. These include, but are not limited to: (a) ownership of generation or transmission supplies; or (b) affiliation with any entity not disclosed in the applicants' filing that owns generation or transmission facilities or inputs to electric power production, or affiliation with any entity that has a franchised service area. Alternatively, the applicants may elect to report such changes in conjunction with the updated market analysis required above. Each applicant must notify the Commission of which option it elects in the first quarterly report filed pursuant to Paragraph (7) above.1

APPENDIX C

[APPLICANT]
SUPPLEMENT NO. TO RATE SCHEDULE NO.

STATEMENT OF POLICY
AND CODE OF CONDUCT
WITH RESPECT TO THE RELATIONSHIP BETWEEN
[POWER MARKETER] AND [PUBLIC UTILITY]

Marketing of Power

1. To the maximum extent practical, the employees of [Power Marketer] will operate separately from the employees of [Public Utility].
2. All market information shared between [Public Utility] and [Power Marketer] will be disclosed simultaneously to the public. This includes all market information, including but not limited to, any communication concerning power or transmission business, present or future, positive or negative, concrete or potential. Shared employees in a support role are not bound by this provision, but they may not serve as an improper conduit of information to non-support personnel.
3. Sales of any non-power goods or services by [Public Utility], including sales made through its affiliated EWG's or QF's, to [Power Marketer] will be at the higher of cost or market price.
4. Sales of any non-power goods or services by the [Power Marketer] to [Public Utility] will not be at a price above market.

Brokering of Power

To the extent [Power Marketer] seeks to broker power for [Public Utility]:

5. [Power Marketer] will offer [Public Utility's] power first.
6. The arrangement between [Power Marketer] and [Public Utility] is non-exclusive.
7. [Power Marketer] will not accept any fees in conjunction with any Brokering services it performs for [Public Utility].¹