



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

CORPORATE

April 21, 2005

In reply refer to: KDP-7

Schwabe, Williamson and Wyatt, P.C.
Mr. Raymond S. Kindley
PacWest Center
Suites 1600-1900
1211 SW Fifth Avenue
Portland, OR 97204-3795

RE: FOIA Request #05-029

Dear Mr. Kindley:

I am writing regarding your Freedom of Information Act (FOIA) request #05-029, initially dated February 22, 2005, in which you sought "[c]opies of all confirmation agreements for power purchases by BPA that BPA entered into during the period from April 1, 2001 through July 15, 2001 for delivery of power to BPA after November 1, 2001."

On April 8, 2005, you were provided a partial release in response to this FOIA, consisting of sixteen BPA contracts. BPA invoked an extension for the remainder of the release in order to resolve issues with respect to confidentiality of the material.

The confidentiality issues have been resolved. Enclosed are BPA contracts 01PB-42018 and 01PB-42019. These documents are provided in full, without redaction.

BPA is hereby providing all records in its possession that are responsive to your request. BPA has no other documents responsive to this request.

If you are dissatisfied with this determination, you may make an appeal within thirty (30) days of receipt of this letter to Director, Office of Hearings and Appeals, Department of Energy, 1000 Independence Avenue SW, Washington, D.C. 20585. Both the envelope and the letter must be clearly marked "Freedom of Information Act Appeal".

You have agreed to pay fees of up to \$250 to process this request. Search, reproduction, preparation, and review costs for this FOIA totaled \$250.13. You will be sent an invoice for this amount under separate cover by our accounting department.

If you have any questions, please contact me at (503) 230-5110. Thank you for your patience.

Sincerely,

Annie Eissler
Freedom of Information Officer

Enclosure:
Two contracts

Department of Energy

Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

POWER BUSINESS LINE
Trader and Scheduling Phones

AUTHENTICATED-PROPRIETARY

Date: May 18, 2001
To: Columbia Falls Aluminum Company
40 Lake Bellevue, Suite 100
Bellevue, WA 98005

Attn: Matt Lucke
Fax: 203-978-2610

Presch: 503-251-5198 (PacifiCorp)
Real Time: 503-251-5224 (PacifiCorp)
PS/RT 503-251-5201 (PacifiCorp)
FAX:

Brenda Anderson (503) 230-5610
Dan Le (503) 230-3144
Young Linn (503) 230-3183
Bill Lamb (503) 230-3135
David Mills (503) 230-7588
BPA Trading Floor Fax (503) 230-7463
BPA Preschedule Fax (503) 230-3039
BPA SW Preschedule (503) 230-3915
BPA NW Preschedule (503) 230-3813
BPA S. Idaho Presch. (503) 230-4311
BPA Real Time (503) 230-3341
or 230-4194

CURTAILMENT CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Columbia Falls Aluminum Company (CFA). Transactions hereunder are in accordance with reference contract or enabling agreement 00PB-12198.

Transaction Date: 5/18/01 **Traders:** Scott Wilson (BPA) and Matt Lucke (CFA)
BPA Contract: 01PB-42018

Seller of Energy: Columbia Falls Aluminum Company
Buyer of Energy: BPA
Product: Curtailment
Point of Delivery: BPA's System as identified in the 8/1/00 letter from Syd Berwager (BPA) to Jim Stromberg (CFA)

Start of Term	End of Term	Demand Limit	Hours	Curtailment Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/02	1/31/02	167	ALL	167	124,248	\$19.50		\$2,422,836.00
2/1/02	2/28/02	167	ALL	167	112,224	\$19.50		\$2,188,368.00
3/1/02	3/31/02	167	ALL	167	124,248	\$19.50		\$2,422,836.00
4/1/02	4/30/02	167	ALL	167	120,073	\$19.50		\$2,341,423.50
5/1/02	5/31/02	167	ALL	167	124,248	\$19.50		\$2,422,836.00
6/1/02	6/30/02	167	ALL	167	120,240	\$19.50		\$2,344,680.00
7/1/02	7/31/02	167	ALL	167	124,248	\$19.50		\$2,422,836.00
8/1/02	8/31/02	167	ALL	167	124,248	\$19.50		\$2,422,836.00
9/1/02	9/30/02	167	ALL	167	120,240	\$19.50		\$2,344,680.00
10/1/02	10/31/02	100	ALL	100	74,500	\$19.50		\$1,452,750.00

11/1/02	11/30/02	100	ALL	100	72,000	\$19.50	\$1,404,000.00
12/1/02	12/31/02	100	ALL	100	74,400	\$19.50	\$1,450,800.00
1/1/03	1/31/03	100	ALL	100	74,400	\$19.50	\$1,450,800.00
2/1/03	2/28/03	100	ALL	100	67,200	\$19.50	\$1,310,400.00
3/1/03	3/31/03	100	ALL	100	74,400	\$19.50	\$1,450,800.00
4/1/03	4/30/03	100	ALL	100	71,900	\$19.50	\$1,402,050.00
5/1/03	5/31/03	100	ALL	100	74,400	\$19.50	\$1,450,800.00
6/1/03	6/30/03	100	ALL	100	72,000	\$19.50	\$1,404,000.00
7/1/03	7/31/03	100	ALL	100	74,400	\$19.50	\$1,450,800.00
8/1/03	8/31/03	100	ALL	100	74,400	\$19.50	\$1,450,800.00
9/1/03	9/30/03	100	ALL	100	72,000	\$19.50	\$1,404,000.00

Energy Transaction Total:

\$38,415,331.50

Additional Provisions

Contract No. 00PB-12198 has been amended to reflect the curtailment specified in this Curtailment Confirmation Agreement.

*If CFA chooses not to exercise its curtailment option under Curtailment Confirmation Agreement 01PB-42019, CFA shall provide BPA with a schedule of the potline ramp up prior to restarting any potline during October 2002. If CFA restarts a potline, the Demand Limit, Curtailment Amount, Total MWh, and Revenue/Cost for October and November 2002 shall be increased to reflect additional Curtailment provided by CFA consistent with the schedule provided.

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

No scheduling required.

Billing

Payment shall be provided under the same terms and conditions as the reference agreement except that CFA is the seller, BPA is the buyer, CFA shall invoice BPA monthly for curtailments provided pursuant to this confirmation agreement, and payment shall be due on the 20th of the month immediately following the billing month (next business day if a Saturday, Sunday, or holiday).

Billing and payment under this agreement shall be made consistent with and as a specific item in the Wholesale Power Bill.

Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the reference contract, including provisions related to delivery, scheduling (if applicable), billing, payments, late payment, metering, access to facilities, dispute resolution, uncontrollable forces, continuity of services, and contract interpretation.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein. Any additional or different terms proposed are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Columbia Falls Aluminum Company

Scott Wilson

Name: _____

Account Executive

Title: _____

Date: _____

Date: _____

Department of Energy

Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

**POWER BUSINESS LINE
Trader and Scheduling Phones**

AUTHENTICATED-PROPRIETARY

Date: May 18, 2001
To: Columbia Falls Aluminum Company
40 Lake Bellevue, Suite 100
Bellevue, WA 98005

Attn: Matt Lucke
Fax: 203-978-2610

Presch: 503-251-5198 (PacifiCorp)
Real Time: 503-251-5224 (PacifiCorp)
PS/RT 503-251-5201 (PacifiCorp)
FAX:

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341
	or 230-4194

CURTAILMENT CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Columbia Falls Aluminum Company (CFA). Transactions hereunder are in accordance with reference contract or enabling agreement 00PB-12198.

Transaction Date: 5/18/01 **Traders:** Scott Wilson (BPA) and Matt Lucke (CFA)
BPA Contract: 01PB-42019

Seller of Energy: Columbia Falls Aluminum Company
Buyer of Energy: BPA
Product: Curtailment Option
Point of Delivery: BPA's System as identified in the 8/1/00 letter from Syd Berwager (BPA) to Jim Stromberg (CFA)

Start of Term	End of Term	Demand Limit	Hours	Curtailment Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
10/1/02	10/31/02	67	ALL	67	49,915	\$19.50		\$973,342.50
11/1/02	11/30/02	67	ALL	67	48,240	\$19.50		\$940,680.00
12/1/02	12/31/02	67	ALL	67	49,848	\$19.50		\$972,036.00
1/1/03	1/31/03	67	ALL	67	49,848	\$19.50		\$972,036.00
2/1/03	2/28/03	67	ALL	67	45,024	\$19.50		\$877,968.00
3/1/03	3/31/03	67	ALL	67	49,848	\$19.50		\$972,036.00
4/1/03	4/30/03	67	ALL	67	48,173	\$19.50		\$939,373.50
5/1/03	5/31/03	67	ALL	67	49,848	\$19.50		\$972,036.00
6/1/03	6/30/03	67	ALL	67	48,240	\$19.50		\$940,680.00
7/1/03	7/31/03	67	ALL	67	49,848	\$19.50		\$972,036.00
8/1/03	8/31/03	67	ALL	67	49,848	\$19.50		\$972,036.00

Energy Transaction Total:

\$11,444,940.00

Additional Provisions

Contract No. 00PB-12198 has been amended to reflect the curtailment option specified in this Curtailment Confirmation Agreement. CFA must provide BPA written notice no later than close of business August 1, 2002, to exercise this option.

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

No scheduling required.

Billing

Payment shall be provided under the same terms and conditions as the reference agreement except that CFA is the seller, BPA is the buyer, CFA shall invoice BPA monthly for curtailments provided pursuant to this confirmation agreement, and payment shall be due on the 20th of the month immediately following the billing month (next business day if a Saturday, Sunday, or holiday).

Billing and payment under this agreement shall be made consistent with and as a specific item in the Wholesale Power Bill.

Unless otherwise specified in this Agreement, all administrative and operational provisions required to perform this Agreement shall be those described in the reference contract, including provisions related to delivery, scheduling (if applicable), billing, payments, late payment, metering, access to facilities, dispute resolution, uncontrollable forces, continuity of services, and contract interpretation.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein. Any additional or different terms proposed are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Columbia Falls Aluminum Company

/S/ SCOTT K. WILSON

/S/ J. D. STROMBERG

Scott Wilson

Name: James Stromberg

Account Executive

Title: VP

Date: May 18, 2001

Date: 5-18-01



Department of Energy

Bonneville Power Administration
P.O. Box 3621
Portland, Oregon 97208-3621

CORPORATE

April 7, 2005

In reply refer to: KDP-7

Schwabe, Williamson and Wyatt, P.C.
Mr. Raymond S. Kindley
PacWest Center
Suites 1600-1900
1211 SW Fifth Avenue
Portland, OR 97204-3795

RE: FOIA Request #05-029

Dear Mr. Kindley:

I am writing regarding your Freedom of Information Act (FOIA) request #05-029, initially dated February 22, 2005 and perfected on March 8, 2005, in which you sought "[c]opies of all confirmation agreements for power purchases by BPA that BPA entered into during the period from April 1, 2001 through July 15, 2001 for delivery of power to BPA after November 1, 2001."

Enclosed you will find a partial release of documents pertaining to your request. The partial release consists of these sixteen BPA contracts, which are provided in full, without redaction:

01PB-24170, 01PB-24185, 01PB-24187, 01PB-24193, 01PB-24198, 01PB-24207,
01PB-24275, 01PB-24296, 01PB-24306, 01PB-24315, 01PB-24317, 01PB-24344,
01PB-42013, 01PB-42014, 01PB-42016, and 01PB-42017.

We are unable to meet the initial deadline for completion of the review of remaining documents related to this FOIA request; as permitted by statute, we will take a ten working-day extension of time in which to respond to your request. The extension will provide us with enough time to complete the review process of the remaining materials gathered in response to your FOIA request. The new due date for this FOIA is April 19, 2005.

There is no fee associated with this partial release. Any fees will accompany the closure of the extension.

If you have any questions, please contact me at (503) 230-5110. Thank you for your patience.

Sincerely,

Annie Eissler

Annie Eissler
Freedom of Information Officer

Enclosure:

Sixteen contracts



Department of Energy
Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

POWER BUSINESS LINE
Trader and Scheduling Phones

Date: April 10, 2001
To: Portland General Electric Co.
121 SW Salmon St., 3-WTC-5
Portland, OR 97204

Attn: Peter Lyman
Fax: 503-464-7608

Presch: 503-464-7067
Real Time: 503-464-7410
PS/RT FAX: 503-464-2542

Brenda Anderson (503) 230-5610
Dan Le (503) 230-3144
Young Linn (503) 230-3183
Bill Lamb (503) 230-3135
David Mills (503) 230-7588
BPA Trading Floor Fax (503) 230-7463
BPA Preschedule Fax (503) 230-3039
BPA SW Preschedule (503) 230-3915
BPA NW Preschedule (503) 230-3813
BPA S. Idaho Presch. (503) 230-4311
BPA Real Time (503) 230-3341
or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Portland General Electric Co. (PGE). Transactions hereunder are in accordance with reference contract or enabling agreement Western System Power Pool (WSPP) Agreement, Service Schedule C, as amended.

Transaction Date: 4/10/01 Traders: Brenda Anderson (BPA) and Peter Lyman (PGE)
BPA Contract: 01PB-24170 Broker: Natsource, Inc.

Seller of Energy: Portland General Electric Co.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Table with 8 columns: Start of Term, End of Term, Demand Limit, Amount Hours (MWH/hr), Total MWh, Price, Holiday Excluded, Revenue / Cost. Row 1: 4/1/02, 6/30/02, 25, HLH, 25, 30,800, \$135.00, 5/27/02, \$4,158,000.00. Row 2: Energy Transaction Total: \$4,158,000.00

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
~ LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
~ All or FLH is defined as HE 0100 - HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

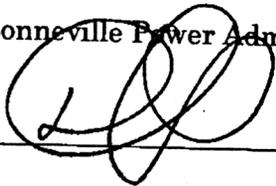
This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Portland General Electric Co. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Portland General Electric Co.



David E. Mills

Name: _____

Manager, Trading Floor

Title: _____

Date: 1 _____

Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

14476-D
 4-18-01
 JLB

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: April 18, 2001
 To: American Electric Power Service ³⁶⁴
 Corporation ^{OK}
 One Riverside Plaza
 Columbus, OH 43215
 Attn: David Baker ¹¹⁵³ ^{Enterprise ID} ¹⁸⁶⁶
 Fax: 614-324-4596 ¹³¹⁸ ^{EP2CP} ³²³¹
 Presch: 713-843-5951
 Real Time: 713-843-5955
 PS/RT 713-843-5909
 FAX:

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and American Electric Power Service Corporation (AEP). Transactions hereunder are in accordance with reference contract or enabling agreement Western System Power Pool (WSPP) Agreement, Service Schedule C, as amended.

Transaction Date: 4/18/01 Traders: Brenda Anderson (BPA) and David Baker (AEP)
 BPA Contract: 01PB-24185 Broker: Natsource, Inc.

Seller of Energy: American Electric Power Service Corporation
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/03	12/31/03	25	HLH	25	122,800	\$80.00	1/1/03, 5/26/03, 7/4/03, 9/1/03, 11/27/03, 12/25/03	\$9,824,000.00

Energy Transaction Total: \$9,824,000.00

In Process

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by American Electric Power Service Corporation are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
<p>Bonneville Power Administration</p> <p>_____</p>	<p>American Electric Power Service Corporation</p> <p>_____</p>
<p>David E. Mills</p>	<p>Name: _____</p>
<p>Manager, Trading Floor</p>	<p>Title: _____</p>
<p>Date: _____</p>	<p>Date: _____</p>



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: April 19, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204
 Attn: Mike Swerzbin
 Fax: 713-646-2491
 Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT FAX: 503-464-2605

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 4/19/01 Traders: Brenda Anderson (BPA) and Mike Swerzbin (EPM)
 BPA Contract: 01PB-24187 Broker: Natsource, Inc.

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours	Total MWh	Price	Holiday Excluded	Revenue / Cost
7/1/02	9/30/02	25	HLH	25	30,800	\$239.00	7/4/02, 9/2/02
Energy Transaction Total:							\$7,361,200.00

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

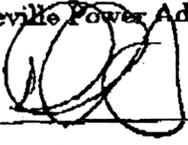
Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Enron Power Marketing, Inc.
	
_____	_____
David E. Mills	Name: <u>Melissa Murphy</u>
Manager, Trading Floor	Agent And Attorney-in-fact
Title: _____	Title: _____
Date: <u>4/16/01</u>	Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: April 24, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204

Attn: Holli Krebs
 Fax: 713-646-2491

Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT 503-464-2605
 FAX:

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 4/24/01 Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)
 BPA Contract: 01PB-24193

Seller of Option: BPA
Buyer of Option: Enron Power Marketing, Inc.
Option Description: Yearly Put: Buyer shall notify the BPA Trader by 2:00 PM PPT on the option strike date listed below, Buyer of Option has the option to exercise this put (sell the energy to BPA under the terms described below). Option fee is to be paid by Buyer of Option within three business days of the invoice date.

If option(s) are exercised, the following terms apply to the energy sale

Seller of Energy: Enron Power Marketing, Inc.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Start of Term	End of Demand Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Premium (\$/MWh)	Holiday Excluded	Strike Date	Revenue / Cost
1/1/04	12/31/04	25	ALL	25	219,600	\$49.00	\$12.00		12/24/03	\$10,760,400.00
Energy Transaction Total:										\$10,760,400.00
Option Fee Total:										\$2,635,200.00

Scheduling

All energy will be shown in Pacific Prevailing Time.

- FLHs are defined as HE 0700 - HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- LLHs are defined as HE 0100 - HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- All or FLH is defined as HE 0100 - HE 2400.

Energy shall be pre-scheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined in the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Enron Power Marketing, Inc.



David E. Mills

Name:

Melissa Murphy

Melissa Murphy

Agent And Attorney-in-fact

Manager, Trading Floor

Title:

Date:

4/25/01

Date:



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: May 01, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204

Attn: Holli Krebs
 Fax: 713-646-2491

Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT FAX: 503-464-2605

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 5/1/01 Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)
 BPA Contract: 01PB-24198

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
7/1/02	9/30/02	25	HLH	25	30,800	\$200.00	7/4/02, 9/2/02
Energy Transaction Total:							\$6,160,000.00

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Enron Power Marketing, Inc.



David E. Mills

Name: Melissa Murphy
Melissa Murphy

Manager, Trading Floor

Title: Agent And Attorney-in-fact

Date: 5/2/01

Date: _____



Department of Energy
Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

**POWER BUSINESS LINE
Trader and Scheduling Phones**

Date: May 10, 2001
To: Enron Power Marketing, Inc.
121 SW Salmon - 3WTC0306
Portland, OR 97204

Attn: Holli Krebs
Fax: 713-646-2491

Presch: 800-684-1336
Real Time: 503-464-3823
PS/RT FAX: 503-464-2605

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 5/10/01 Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)
BPA Contract: 01PB-24207

Seller of Energy: Enron Power Marketing, Inc.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
12/1/01	12/31/01	25	HLH	25	10,000	\$285.00	12/25/01	\$2,850,000.00
Energy Transaction Total:								\$2,850,000.00

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

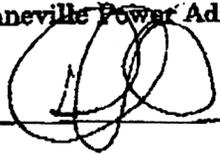
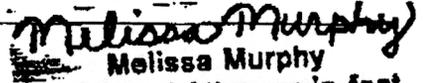
Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Enron Power Marketing, Inc.
	
David E. Mills	Name: <u>Melissa Murphy</u>
Manager, Trading Floor	Agent And Attorney-in-fact
Title: _____	Title: _____
Date: <u>5/14/01</u>	Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

14585-D

6-13-01 ✓
 JLB

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: June 12, 2001
 To: Morgan-Stanley Capital Group Inc.
 1585 Broadway, 4th Floor
 New York, NY 10036
 Attn: Tom Funk
 Fax: 212-761-0292
 Presch: 212-761-5812
 Real Time: 212-761-8748
 PS/RT FAX: 212-761-0292

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Morgan-Stanley Capital Group Inc. (MSC). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10586.

Transaction Date: 6/12/01 Traders: Brenda Anderson (BPA) and Tom Funk (MSC)
 BPA Contract: 01PB-24275 Broker: Amerex Power, Ltd.

Seller of Option: BPA
 Buyer of Option: Morgan-Stanley Capital Group Inc.
 Option Description: Three-Year Put: Buyer shall notify the BPA Trader by 2:00 PM PPT on the option strike date listed below, Buyer of Option has the option to exercise this put (sell the energy to BPA under the terms described below). Option fee is to be paid by Buyer of Option within three business days of the invoice date.

If option(s) are exercised, the following terms apply to the energy sale

Seller of Energy: Morgan-Stanley Capital Group Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price (\$/MWh)	Premium (\$/MWh)	Holiday Excluded	Strike Date	Revenue / Cost
1/1/04	12/31/04	25	ALL	25	219,600	\$35.00	\$4.00	12/24/03	\$7,686,000.00
1/1/05	12/31/05	25	ALL	25	219,000	\$35.00	\$4.00		\$7,665,000.00
1/1/06	12/31/06	25	ALL	25	219,000	\$35.00	\$4.00		\$7,665,000.00
Energy Transaction Total:									\$23,016,000.00
Option Fee Total:									\$2,630,400.00

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined in the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPP Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Morgan-Stanley Capital Group Inc.
_____	_____
David E. Mills	Name: _____
Manager, Trading Floor	Title: _____
Date: _____	Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

14612-D
 6-15-01 ddb

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: June 14, 2001
 To: El Paso Merchant Energy, L.P.
 1001 Louisiana Street, Suite 2500
 Houston, TX 77002
 Attn: Mark Sickafoose
 Fax: 713-420-2180
 Presch: West: Ben Butler & Bill Hamilton 713 420-4735
 Real Time: 800-664-7556 24 hour
 PS/RT FAX: 713-420-6356

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and El Paso Merchant Energy, L.P. (ELP). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10602.

Transaction Date: 6/14/01 Traders: Brenda Anderson (BPA) and Mark Sickafoose (ELP)
 BPA Contract: 01PB-24296 Broker: Natsource, Inc.

Seller of Option: BPA
Buyer of Option: El Paso Merchant Energy, L.P.
Option Description: Quarterly Put: By 2:00 PM PPT on the option strike date listed below, ELP has the option to exercise this put (sell the energy under the terms described below). Option fee is to be paid by ELP within three business days of the invoice date.

If option(s) are exercised, the following terms apply to the energy sale

Seller of Energy: El Paso Merchant Energy, L.P.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Premium (\$/MWh)	Holiday Excluded	Strike Date	Revenue / Cost
4/1/02	6/30/02	25	HLH	25	30,800	\$50.00	\$10.00	5/27/02	3/22/02	\$1,540,000.00
Energy Transaction Total:										\$1,540,000.00
Option Fee Total:										\$308,000.00

Scheduling

All energy will be shown in Pacific Prevailing Time.

~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).

~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.

~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined in the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPP Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
<p>Bonneville Power Administration</p> <div style="text-align: center; margin-top: 10px;">  </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <p>David E. Mills</p> <p>Manager, Trading Floor</p> <p>Date: <u>6/14/01</u></p>	<p>El Paso Merchant Energy, L.P.</p> <hr style="border: 0; border-top: 1px solid black; margin-top: 10px;"/> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: June 19, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204

Attn: Holli Krebs
 Fax: 713-646-2491

Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT 503-464-2605
 FAX:

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 6/19/01 Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)
 BPA Contract: 01PB-24306

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
10/1/02	12/31/02	25	HLH	25	30,800	\$56.00	11/28/02, 12/25/02
Energy Transaction Total:							\$1,724,800.00

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPP Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Enron Power Marketing, Inc.



David E. Mills

Name:

Melissa Murphy
Melissa Murphy

Manager, Trading Floor

Title:

Agent And Attorney-in-fact

Date:

6/20/01

Date:



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: June 21, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204

Attn: Mike Swerzbin
 Fax: 713-646-2491

Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT 503-464-2605
 FAX:

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 6/21/01 Traders: Brenda Anderson (BPA) and Mike Swerzbin (EPM)
 BPA Contract: 01PB-24315 Broker: Natsource, Inc.

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/02	3/31/02	25	HLH	25	30,400	\$75.00	1/1/02 \$2,280,000.00

Energy Transaction Total: \$2,280,000.00

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPP Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

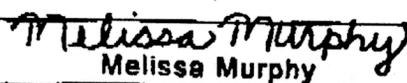
AGREED AND ACCEPTED

Bonneville Power Administration

Enron Power Marketing, Inc.



David E. Mills



Name: Melissa Murphy

Manager, Trading Floor

Title: _____

Date: 6/22/01

Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

AUTHENTICATED-REDACTED

Date: June 21, 2001
 To: Avista Energy, Inc.
 201 W. North River Drive, Suite 610
 Spokane, WA 99201
 Attn: Glenn Traeger
 Fax: 509-495-8176
 Presch: 509-495-8712
 Real Time: 509-495-8627
 PS/RT 509-495-8176
 FAX:

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Avista Energy, Inc. (AVES). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10559.

Transaction Date: 6/21/01 Traders: Brenda Anderson (BPA) and Glenn Traeger (AVES)
 BPA Contract: 01PB-24317

Seller of Energy: Avista Energy, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
REDACTED: CONTAINS CONFIDENTIAL COMMERCIAL INFORMATION							

Scheduling

- All energy will be shown in Pacific Prevailing Time.
- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPP Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Avista Energy, Inc.

David E. Mills

Name: _____

Manager, Trading Floor

Title: _____

Date: _____

Date: _____



Department of Energy
Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621

**POWER BUSINESS LINE
Trader and Scheduling Phones**

Date: July 13, 2001
To: Constellation Power Source, Inc.
111 Market Place, Suite 500
Baltimore, MD 21202

Attn: Eric Plateis
Fax: 410-468-3540

Presch: 410-468-3530
Real Time: 410-468-3530
PS/RT FAX: 410-468-3540

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Constellation Power Source, Inc. (CNS). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10403.

Transaction Date: 7/13/01 Traders: Brenda Anderson (BPA) and Eric Plateis (CNS)
BPA Contract: 01PB-24344 Broker: Natsource, Inc.

Seller of Energy: Constellation Power Source, Inc.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost	
1/1/02	3/31/02	25	HLH	25	30,400	\$68.00	1/1/02	\$2,067,200.00
Energy Transaction Total:							\$2,067,200.00	

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the Enabling Agreement.

This confirmation agreement is intended to memorialize the terms of an existing oral agreement. In the event the terms agreed to during the electronically recorded conversation are inconsistent with the terms of any written confirmation agreement, the terms agreed to in the electronically recorded conversation shall govern, without regard to whether such written confirmation agreement is effective because it was executed by both parties, or is effective pursuant to section 32.1 of the WSPF Agreement or otherwise.

BPA rejects any proposed transaction terms that were not agreed to during the electronically recorded conversation in which this transaction was agreed to, to the extent that those terms are in addition to or are inconsistent with the Enabling Agreement.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Constellation Power Source, Inc.
	Constellation Power Source, Inc. ("CPS") hereby acknowledges receipt of your confirmation; provided, however, that CPS objects to the extent that your confirmation differs from any applicable CPS confirmation. In the event of a conflict between the terms of the confirmation, the CPS confirmation will control.
David E. Mills	Name:
Manager, Trading Floor	Title:
Date: 9/17/01	Date:



14996-D

**Department of Energy
Bonneville Power
Administration
P.O. Box 3621
Portland, OR 97208-3621**

**POWER BUSINESS LINE
Trader and Scheduling Phones**

Date: May 01, 2001
To: Enron Power Marketing, Inc.
121 SW Salmon - 3WTC0306
Portland, OR 97204

Attn: Holli Krebs
Fax: 713-646-2491

Presch: 800-684-1336
Real Time: 503-464-3823
PS/RT FAX: 503-464-2605

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 5/1/01 **Traders:** Brenda Anderson (BPA) and Holli Krebs (EPM)
BPA Contract: 01PB-42013

Seller of Energy: Enron Power Marketing, Inc.
Buyer of Energy: BPA
Product: Firm power
Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/02	12/31/02	50	ALL	50	438,000	\$72.00	\$31,536,000.00
1/1/03	12/31/03	50	ALL	50	438,000	\$72.00	\$31,536,000.00
1/1/04	12/31/04	50	ALL	50	439,200	\$72.00	\$31,622,400.00
1/1/05	12/31/05	50	ALL	50	438,000	\$72.00	\$31,536,000.00
1/1/06	12/31/06	50	ALL	50	438,000	\$72.00	\$31,536,000.00
Energy Transaction Total:							\$157,766,400.00

Process

Scheduling

All energy will be shown in Pacific Prevailing Time.

~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).

~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.

~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED

Bonneville Power Administration

Enron Power Marketing, Inc.

David E. Mills

Name: _____

Manager, Trading Floor

Title: _____

Date: _____

Date: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

14501-D
 5-02-01 dsl

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: May 01, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204
 Attn: Holli Krebs
 Fax: 713-646-2491
 Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT FAX: 503-464-2605

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 5/1/01 Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)
 BPA Contract: 01PB-42014

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/02	12/31/02	50	ALL	50	438,000	\$73.00	\$31,974,000.00
1/1/03	12/31/03	50	ALL	50	438,000	\$73.00	\$31,974,000.00
1/1/04	12/31/04	50	ALL	50	439,200	\$73.00	\$32,061,600.00
1/1/05	12/31/05	50	ALL	50	438,000	\$73.00	\$31,974,000.00
1/1/06	12/31/06	50	ALL	50	438,000	\$73.00	\$31,974,000.00
Energy Transaction Total:							\$159,957,600.00

In Process

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

(OK)

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
<p>Bonneville Power Administration</p> <p>_____</p> <p>David E. Mills</p> <p>Manager, Trading Floor</p> <p>Date: _____</p>	<p>Enron Power Marketing, Inc.</p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

AUTHENTICATED

POWER BUSINESS LINE
Trader and Scheduling Phones

Date: May 7, 2001
 To: Calpine Energy Services, L.P.
 700 Louisiana, Suite 2700
 Houston Texas 77002

Attn: Carol Stubblefield
 Fax: 713-830-8868

Presch: 713-830-8793
 Real Time: 713-830-8793
 PS/RT 713-830-8749
 FAX:

Brenda Anderson (503) 230-5610
 Dan Le (503) 230-3144
 Young Linn (503) 230-3183
 Bill Lamb (503) 230-3135
 David Mills (503) 230-7588
 BPA Trading Floor Fax (503) 230-7463
 BPA Preschedule Fax (503) 230-3039
 BPA SW Preschedule (503) 230-3915
 BPA NW Preschedule (503) 230-3813
 BPA S. Idaho Presch. (503) 230-4311
 BPA Real Time (503) 230-3341
 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Calpine energy Services, L.P. (CAL). Transactions hereunder are in accordance with reference contract or enabling agreement 01PB-10835.

Transaction Date: 5/4/01 Traders: Scott Wilson (BPA and Peter Blood (CAL))
 BPA Contract: 01PB-42016

Seller of Energy: Calpine Energy Services, L.P.
 Buyer of Energy: BPA
 Product: Firm Power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Amount Hours (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/02	12/31/02	100	ALL	100	876,000	\$70.00	\$61,320,000.00
1/1/03	12/31/03	100	ALL	100	876,000	\$70.00	\$61,320,000.00
1/1/04	12/31/04	100	ALL	100	878,400	\$70.00	\$61,488,000.00
1/1/05	12/31/05	100	ALL	100	876,000	\$70.00	\$61,320,000.00
1/1/06	12/31/06	100	ALL	100	876,000	\$70.00	\$61,320,000.00
Energy Transaction Total:							\$306,768,000.00

Additional Provisions
 Pending credit approval by BPA

Scheduling

All energy will be shown in Pacific Prevailing Time.

- ~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).
- ~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.
- ~ All or FLH is defined as HE 0100 – HE 2400.

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Calpine Energy Services, L.P. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration _____ David E. Mills Manager, Trading Floor	Calpine Energy Services, L.P. _____ Name: _____ Title: _____



Department of Energy
 Bonneville Power
 Administration
 P.O. Box 3621
 Portland, OR 97208-3621

14503

5-8-01 deb

**POWER BUSINESS LINE
 Trader and Scheduling Phones**

Date: May 08, 2001
 To: Enron Power Marketing, Inc.
 121 SW Salmon - 3WTC0306
 Portland, OR 97204

Attn: Holli Krebs
 Fax: 713-646-2491

Presch: 800-684-1336
 Real Time: 503-464-3823
 PS/RT FAX: 503-464-2605

Brenda Anderson	(503) 230-5610
Dan Le	(503) 230-3144
Young Linn	(503) 230-3183
Bill Lamb	(503) 230-3135
David Mills	(503) 230-7588
BPA Trading Floor Fax	(503) 230-7463
BPA Preschedule Fax	(503) 230-3039
BPA SW Preschedule	(503) 230-3915
BPA NW Preschedule	(503) 230-3813
BPA S. Idaho Presch.	(503) 230-4311
BPA Real Time	(503) 230-3341 or 230-4194

CONFIRMATION AGREEMENT

The following memorializes the terms of a transaction agreed to by Bonneville Power Administration (BPA) and Enron Power Marketing, Inc. (EPM). Transactions hereunder are in accordance with reference contract or enabling agreement 99PB-10585.

Transaction Date: 5/8/01

Traders: Brenda Anderson (BPA) and Holli Krebs (EPM)

BPA Contract: 01PB-42017

Seller of Energy: Enron Power Marketing, Inc.
 Buyer of Energy: BPA
 Product: Firm power
 Point of Delivery: Mid-Columbia

Start of Term	End of Term	Demand Limit	Hours	Amount (MWH/hr)	Total MWh	Price	Holiday Excluded	Revenue / Cost
1/1/04	12/31/04	25	ALL	25	219,600	\$48.00		\$10,540,800.00
1/1/05	12/31/05	25	ALL	25	219,000	\$48.00		\$10,512,000.00
1/1/06	12/31/06	25	ALL	25	219,000	\$48.00		\$10,512,000.00

Energy Transaction Total:

\$31,564,800.00

Scheduling

All energy will be shown in Pacific Prevailing Time.

~ HLHs are defined as HE 0700 – HE 2200, Monday through Saturday (excludes Sundays and NERC holidays).

~ LLHs are defined as HE 0100 – HE 0600, HE 2300 and HE 2400, Monday through Saturday and all day Sundays and NERC holidays.

~ All or FLH is defined as HE 0100 – HE 2400.

T. Proles

Energy shall be prescheduled, with source and sink identified, by 1000, or as mutually agreed, on the ^(2K) day that both parties observe as a workday preceding the date of delivery. Schedules may only be changed due to uncontrollable forces as defined by the reference contract or by mutual agreement of both parties.

Billing

Billing and payment under this agreement shall be in accordance with the reference contract.

This confirmation agreement contains all of the terms and conditions of this transaction and expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by Enron Power Marketing, Inc. are rejected unless expressly agreed to in writing by BPA.

If the above accurately reflects your understanding of our agreement, please indicate your approval by signing a copy of this agreement and returning via fax to BPA.

AGREED AND ACCEPTED	
Bonneville Power Administration	Enron Power Marketing, Inc.
_____	_____
David E. Mills	Name: _____
Manager, Trading Floor	Title: _____
Date: _____	Date: _____