



GE Aero Energy Products

A GE Power Systems Business
16415 Jacintoport Blvd.
Houston, TX 77015
Phone No. (281) 864-2645
Fax No. (281) 864-2116

Salmon Energy LLC
3WTC0306
121 SW Salmon Street
Portland, Oregon 97204
Attn: Jody Blackburn
Fax: 503-464-3740

Subject: GE Packaged Power, Inc. invoice no. 706368050101
Reference: Purchase Agreement for four LM6000 Gas Turbine Generator Sets

Dear Mr. Blackburn,

Attached, please find our invoice no. 706368050101 as per the above referenced agreement. Also attached are Exhibit S, Final Waiver of Liens Form, Affidavit for same, and the certification for the invoice.

The retention letter of credit is in process (copy of my request attached), and I have been informed that you should receive your original tomorrow.

Wire transfer instructions are on the face of the invoice.

The original invoice, waiver, affidavit, and certification will be express mailed to you.

If you have any questions or comments, please call me at 281-864-2645.

Best regards,

David Gillenwater
Contract Administrator

CC via email: Kay Mann - Enron



GE PACKAGED POWER, INC.

16415 Jacintoport

Houston, TX 77015

INVOICE**BILL TO:****SALMON ENERGY LLC**

3WTC0306

121 SW SALMON STREET

PORTLAND, OREGON 97204

ATTN: JODY BLACKBURN

DATE	INVOICE NO.	PAGE
05/01/01	7063680501 01	1
CUSTOMER NO.	CUSTOMER P.O.	
3288	PURCHASE AGREEMENT	

TERMS		SALES ORDER		QUOTE		BILL OF LADING		FREIGHT	
PAYABLE 5/2/01		706368							
SHIP VIA		TAX EXEMPT NO.		SALES REP				FINAL DESTINATION	
				JOHNSON, L.					
ITEM	DESCRIPTION							AMOUNT	
1	<p>TO INVOICE FOR PAYMENT DUE AS PER AGREEMENT, ARTICLE 6.1.2, PAYMENT SCHEDULE.</p> <p>\$50,234,000.00 DUE THIS INVOICE.</p> <p>WIRE TRANSFER INSTRUCTIONS:</p> <p>BANKERS TRUST COMPANY NEW YORK, NY SWIFT ADDRESS: BKTRUS33 ABA#: 021001033 ACCT#: 00-388615 ACCT NAME: GE PACKAGED POWER, INC.</p>							\$50,234,000.00	
				SUBTOTAL				50,234,000.00	
				Less Previously Invoiced & Paid					
				TOTAL				\$50,234,000.00	

ORIGINAL

GE PACKAGED POWER, INC.
16415 Jacintoport
Houston, TX 77015

**PLEASE NOTE OUR NEW WIRE TRANSFER
INSTRUCTIONS:**

BANKERS TRUST COMPANY

NEW YORK, NY

SWIFT ADDRESS: BKTRUS33

ABA#: 021001033

ACCT#: 00-388615

ACCT NAME: GE PACKAGED POWER, INC.

EXHIBIT S FINAL WAIVER OF LIENS FORM

AFFIDAVIT AND RELEASE OF LIEN

THE STATE OF Texas §

COUNTY OF Harris §

GE Packaged Power, Inc. (the "Seller") hereby acknowledges that upon receipt of payment of US\$50,234,000.00 (fifty million, two hundred thirty-four thousand dollars and no cents) it has been paid in full for all design, labor, materials, equipment, supplies and services, for the supply of GTG packages for the Salmon Energy LLC Project, ("the Project") pursuant to the Purchase Agreement dated 26 April 2001 , between GE Packaged Power, Inc. and Salmon Energy LLC (the "Purchaser").

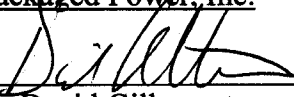
GE Packaged Power, Inc. hereby acknowledges and certifies that, upon receipt of the payment referenced above, it has been paid all sums owing and that it has no further claims against Salmon Energy LLC, or any subsidiary, affiliate or parent of Salmon Energy LLC.

GE Packaged Power, Inc. further covenants and warrants that the Project is free from all liens and claims for payment by any subcontractor, materialman or employee.

In consideration for such full payment, GE Packaged Power, Inc., on behalf of itself and its predecessors, employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers and assigns, subcontractors and on behalf of any other persons claiming by, through or under GE Packaged Power, Inc., does hereby waive, release, and relinquish its rights to and discharge, release and acquit Salmon Energy LLC, its subsidiaries, affiliates and parent and its employees, agents, officers, directors, shareholders, representatives, attorneys, successors, insurers, assigns and subcontractors, from any and all causes of action, claims, demands, debts, liabilities, expenses or costs of any kind and every character and nature whatsoever, including but not limited to any lien claims or rights, whether known or unknown, contingent or fixed, either in or arising out of the law of contracts, torts or property rights, whether arising under statutory law or common law, at law or in equity, with respect to the above-referenced property. Furthermore, GE Packaged Power, Inc. agrees to Indemnify and hold harmless Salmon Energy LLC its subsidiaries, affiliates and parent and all other persons or entities released by GE Packaged Power, Inc. above against the full amount of any liability, loss, claim, damage, or expense (including attorneys' fees and any judgment required to be paid) in connection with any of the matters it has released in the event any person should assert against such released person or entity a claim under assignment or title derivative from GE Packaged Power, Inc. and in connection with any claims made in connection with or relating to GE Packaged Power, Inc. provision of design, labor, materials, equipment, supplies and/or services on the above-referenced property.

EXECUTED this 1st day of MAY, 2001.

GE Packaged Power, Inc.

By: 

Name: David Gillenwater

Print or Type

Title: Contract Administrator

SWORN TO AND SUBSCRIBED BEFORE ME, under my official hand and seal of office
on this 1st day of May, 2001.



Notary Public in and for
the State of Texas

My Commission Expires:

Oct 5, 2002

(SEAL)

AFFIDAVIT

THE STATE OF Texas §
COUNTY OF Harris §

BEFORE ME, the undersigned Notary Public, on this day personally came and appeared David Gillenwater known to me to be the individual whose name is subscribed to the foregoing RELEASE OF LIEN and being duly sworn, did state and acknowledge on his oath that he is the Contract Administrator of GE Packaged Power, Inc., is authorized to execute and deliver the foregoing on behalf of GE Packaged Power, Inc. as an act and deed of that entity for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1st day of May,
2001.

Daisy Ann Shuptrine
Notary Public in and for
the State of Texas.


(SEAL)

My Commission Expires:
Oct 5, 2002

CERTIFICATION

This is to certify that all work covered by Invoice No. 706368050101 is complete and that the invoice is correct, authentic and the only one issued for the work described therein.

David Gillenwater



ACKNOWLEDGEMENT

(COUNTRY) [U.S.A.]

(CITY) [Houston]

Before me, a Notary Public for and in the City of Houston, Texas, this 1st day of May 2001 personally appeared David Gillenwater, exhibiting to me to be the same person who executed the foregoing Certification acknowledged to me that the same is a free and voluntary act and deed and to me known as the same person who acknowledged this certification.

In witness hereof, I have hereunto set my hand and affixed my notarial seal this 1st of May 2001 in

Houston U.S.A.

[NAME OF CITY] [COUNTRY].

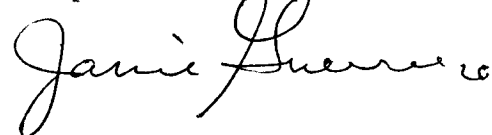
Daisy Ann Shupertuni
Notary Public, State of Texas
My Commission Expires Oct 5, 2002

W I T N E S S :

[NAME]



[NAME]



REQUEST FOR STANDBY LETTER OF CREDIT (BANK GUARANTEE)

To: Manager--Project Finance
Corporate Treasury Operations
3135 Easton Turnpike, W3G
Fairfield, CT 06431
Fax 8*229*3005 / (203) 373-3005

Date 4/30/01

On behalf of GE Packaged Power, Inc. 2707 N. Loop West Houston, TX 77008, and for account of same, please arrange for the issuance of the following instrument(s):

Customer Name: Salmon Energy LLC.

Customer Address: 3WTC0306 121 SW Salmon Street Portland, Oregon 97204 Country: USA

Project/Bid Description: Gas Turbine Generator Equipment Supply

Total Bid/Contract Amount: \$56,414,700 Bid Date N/A Contract Date 4/26/01

GE Reference #: Former ENRON units 19,20,23,28 CustomerReference#: _____

Type of Instrument Requested (Check One): ☒ SBLC/Bank Guarantee _____ Surety Bond

Bid:

% of Value: _____ % Amount: \$ _____ Issue Date: _____ Expiration Date: _____

Advance Payment:

% of Value: _____ % Amount: \$ _____ Issue Date: _____ Expiration Date: _____

Performance:

% of Value: 5% Amount: \$2,820,800.00 Issue Date: 5/1/01 Expiration Date: 5/1/03

Special Instructions:

Is issuance/confirmation in Buyer's Country required?

Yes ☒

No ☒

Are SBLC/Bank Gtee/Bond Specimen(s) attached?

Yes ☒

No ☐

Will Political Risk Insurance for above instrument(s) be required?

Yes ☐

No ☒

Delivery Instructions: Salmon Energy LLC, 3WTC0306.

121 SW Salmon Street

Portland, Oregon 97204

Jody Blackburn 503-464-8958

(Company Name)

(Company Street Address)

(Company City, State, Country, Code)

(Contact Name & Phone Number)

Bank Fees/Surety Premiums: Component Code LS3001 Accounting Distribution 81301525814600

GE Power Systems (Specify): Pole Name _____ Parts _____ Billing Ref. _____

Name and location of Component who will report this Contingent Liability (if different from above):

Requested By: John D. Gillenwater Phone: 281-457-9645 Fax: 281-864-2116

Position (Check One): ☒ Contract Manager _____ Project Manager _____ Project Finance _____ Other _____

APPROVAL(S): (Refer to General Electric Policy No. 30.8, Table 2, "Reservations of Authority for Indirect Borrowing Transactions")

Manager-Finance

Corporate Executive Council

Division General Manager

Corporate Executive Council

URGENT

Corporate Treasury
General Electric Company
3135 Easton Turnpike - W3G
Fairfield, CT 06431

Date: May 1, 2001

To: Mr. Stuart Marsh
Bank of America

Tel: 212-503-7705 Fax: 212-503-8477

cc: Dave Gillenwater

Fax: 281-862-1611

From: Dee Dobler-Palin

Tel 203-373-2264, Fax 3005

Number of Pages (including lead sheet): 5

Comments:

RE: Issue-Salmon Energy, Advise through Houston

If you have any questions, please feel free to call me.

Best regards,

Dee

Stuart - Please request
Chicago to issue today
Thanks,
Dee



URGENT

Corporate Treasury
General Electric Company
3135 Easton Turnpike, Fairfield, CT 06431

Request to Issue a Performance Letter of Credit

Date: May 1, 2001

TO: Mr. Stuart Marsh
Bank of America
335 Madison Avenue, 6th Floor
New York, NY 10017
Tel: 212-503-7705 Fax: 212-503-8477

FROM: Dee Dobler-Palin
General Electric Company
3135 Easton Turnpike, W3G
Fairfield, CT 06431
Tel 203-373-2264, Fax 3005

Beneficiary Name & Address
Salmon Energy LLC
3WTC0306 121 SW Salmon Street
Portland, Oregon 97204

On Behalf Of: GE Packaged Power Inc.
2707 North Loop West
Houston, TX 77008

Consortium Partner none

GE Reference Former ENRON units 19,20,23, 28

Customer Reference none

Description Gas Turbine Generator Equipment Supply

Contract Amount 56,414,700.00 USD 26-Apr-01 -Contract Date

Amount - GE Scope 2,820,800.00 USD

Amount - Partner Scope -

Total SBLC/Guarantee/Bond Amount 2,820,800.00 USD

Rate 16 bps pa plus 500.00 flat pa

Issue Date ASAP

Effective Date ASAP

Expiration Date May 1, 2003

Expiration Date - USA same

Delivery Instructions

Please issue your SBLC in the format attached hereto and have it advised through your branch in Houston, TX. Please request them to send the original via express mail to the Beneficiary to the attention of: Jody Blackburn tel 503 464-8958

Dave Gillenwater
281-457-9645
281-862-1611

Daye Gillenwater

Charges: For the account of General Electric Company. Kindly indicate GE Reference number on your invoice(s) and direct same to the undersigned at 3135 Easton Turnpike-W3G, Fairfield, CT 06431.

General: The credit shall be subject to the Uniform Customs and Practices for Documentary Credits, UCP 500 (1993 revision). In furtherance and extension and not in limitation to the specific provisions set forth in said Uniform Customs and Practices for Documentary Credits, we agree that any action, inaction or omission taken in connection with the credit or relative drafts, instruments or demands, documents or property, if with reasonable care, in good faith and in conformity with such foreign or domestic laws, customs or regulations as are applicable thereto, shall be binding on us and shall not put you or your correspondents under any resulting liability to us, to promptly reimburse you for any and all amounts you may pay under the credit based on any such action, and we will indemnify you and hold you harmless from and against each and every claim, demand, action or suit which may arise against you, or any of your correspondents by reason of any such action, inaction or omission. In the event any funds are paid to the Beneficiary hereunder and the Bank is not reimbursed by Applicant when due, such reimbursement shall bear simple interest at the Federal Funds Rate plus one half of one percent (1/2%) per annum, calculated on a 360 day year, actual days elapsed, until paid in full.

We agree to pay all reasonable attorney fees you may incur because of a dispute in connection with this credit or guarantee. This Reimbursement Agreement shall be governed by the laws of the State of New York.

Unless otherwise agreed to in writing, we shall be released of all liability under subject letter of credit at the end of the aforementioned expiry date notwithstanding beneficiary's return of original instrument.

Please contact the undersigned if you have any questions relative to the foregoing information.

Approved:

Dee Dobler-Palin
Analyst, Trade & Project Finance

cc: Dave Gillenwat 281-862-1611

EXHIBIT D SAMPLE LETTER OF CREDIT

Applicant: [-----] ("Seller")

Beneficiary: [-----] ("Beneficiary")

Bank: [-----] ("Bank")

Expiry Date:

Amount: US (\$-----)

- I. Funds under this Irrevocable Standby Letter of Credit are available to Beneficiary against presentation to us of Beneficiary's draft drawn at sight on _____, marked thereon "Drawn under standby Letter of Credit number _____, and accompanied by the following documents:

1. Original Beneficiary's statement purportedly signed by an authorized officers of Beneficiary (as determined at Beneficiary's sole and absolute judgement) stating: "Seller is in default of its obligation to perform in accordance with Section(s) [-----] of Agreement No. [-----] (the "Agreement"), dated _____. This statement is a demand for payment under irrevocable standby Letter of Credit number _____ notwithstanding any objection by Seller or any other person or entity whatsoever."
2. A copy of the written Notice to Seller sent pursuant to Article 25 of the Agreement (a copy of the confirmation of receipt shall be attached thereto) dated at least thirty (30) Days prior to presentation of any claim under this irrevocable standby Letter of Credit evidencing that Beneficiary gave the requisite written notification to Seller stating therein that Seller was in breach of a specified obligation under the Agreement and that it is [beneficiary] intent to drawdown [specify amount] in the event Seller fails to cure or commence to cure such default within thirty (30) Days from the date of this Notice.

II. Special Conditions:

1. Payment under this irrevocable standby Letter of Credit will be made to an account in Beneficiary's name at such bank as Beneficiary shall stipulate. The amount or amounts demanded shall not exceed, in the aggregate, the amount of this Letter of Credit.
2. Any payment made hereunder shall be made free and clear of and without deduction for, or on account of, any present or future taxes, levies, imposts, duties, charges, fees, commissions, deductions or withholdings of any nature whatsoever and by whomever imposed.
3. Any reference to Agreement/Bid item is for information purposes only and is not incorporated in nor made a part of this irrevocable standby Letter of Credit.
4. Bank agrees and consents that this irrevocable standby Letter of Credit may be modified, adjusted, amended, extended, suspended or shortened pursuant to

Article VI of the Agreement, and that this irrevocable standby Letter of Credit, subject to agreement of Beneficiary, Seller and Bank, may be modified to comply with any such changed requirements of the Agreement.

5. Seller's liability under this irrevocable standby Letter of Credit is limited to ([-----] United States Dollars [\$-----]). This irrevocable standby Letter of Credit shall expire at our counters [-----] , 20[---].
6. Demands may be made against this irrevocable standby Letter of Credit in one or more increments; however, the aggregate of such demands shall not exceed the amount set forth in Paragraph 5 of this irrevocable standby Letter of Credit.

We hereby engage with the Beneficiary that draft(s) accompanied by documents drawn in strict compliance with the terms and conditions of this irrevocable standby Letter of Credit shall be duly honored by us if presented to us at our office located at _____ on or before the expiration date.

This irrevocable standby Letter of Credit is subject to the uniform customs and practice for documentary credits (1993 revision). International Chamber of Commerce. Publication No. 500. This irrevocable standby Letter of Credit shall be governed by, and construed in accordance with the laws of the State of New York.

PLEASE FOLD THIS SHIPPING DOCUMENT IN HALF AND PLACE IT IN A WAYBILL POUCH AFFIXED TO YOUR SHIPMENT SO THAT THE BAR-CODE PORTION OF THE LABEL CAN BE READ AND SCANNED.
***WARNING: USE ONLY THE PRINTED ORIGINAL LABEL FOR SHIPPING. USING A PHOTOCOPY OF THIS LABEL FOR SHIPPING PURPOSES IS FRAUDULENT AND COULD RESULT IN ADDITIONAL BILLING CHARGES, ALONG WITH THE CANCELLATION OF YOUR FEDEX ACCOUNT NUMBER.

FROM: Janie Guerrero Execution Assistant (281)864-2826

GE Aero Energy Products
16415 Jacintoport Blvd.
New Annex 2403
Houston, TX 77015

SHIPPER'S FEDEX ACCOUNT NUMBER



FedEx
Federal Express

TO: Jody Blackburn (281)864-2601
Salmon Energy LLC
3WTC0306
121 SW Salmon Street

SHIP DATE: 01MAY01
MAN-WGT: 1 LBS

REF: Invoice No. 706368050101
Portland, OR 97204-



DELIVERY ADDRESS BARCODE (FEDEX-EDR)

CAD # 4089084

STANDARD OVERNIGHT

WED

A1

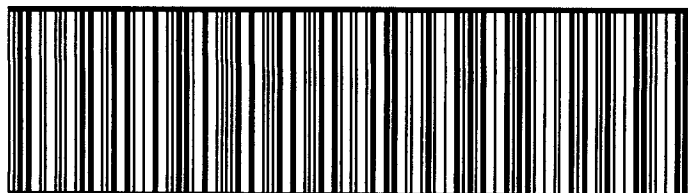
TRK # 7915 4396 3098 FORM 0201

PDX

Deliver By:
02MAY01

97204-OR-US

XE MRIA



FedEx Ship Shipment Receipt

From:
Janie Guerrero Execution Assistant
(281) 864-2826
GE Aero Energy Products
Project Execution
16415 Jacintoport Blvd.
New Annex 2403
Houston, TX 77015

To:
Jody Blackburn
(281) 864-2601
Salmon Energy LLC
3WTC0306
121 SW Salmon Street
Portland, OR 97204

COD Return Address:
N/A

Date: 01MAY01
Track Number: 791543963098
Service: Standard Overnight
Packaging: FedEx Letter
Special Handling: Regular Pickup
Piece: 1 of 1
Weight: 1 LBS
Dimensions: N/A
Declared Value: N/A
Deliver without Signature: No

Billing: Bill Sender
Bill To Acct: 224349394
Rate Quote: \$4.24
Reference: Invoice No. 706368050101

COD Shipment: No
COD Amount: N/A
Secured Check: N/A
Include Freight: N/A

Document Shipment: N/A
Commodities: N/A
Total Customs Value: N/A
Currency: N/A
Countries of MFG: N/A
Export License: N/A
Expire: N/A
License Exception Symbol: N/A
ECCN: N/A
Ultimate Destination: N/A

TERMS AND CONDITIONS

For complete terms and conditions see the FedEx Ship License

Agreement to Terms. By giving FedEx Your shipment, You agree to be bound by the terms and conditions specified in this document, the FedEx Service Guide and the FedEx Ship License You previously executed, all of which are incorporated herein by reference, for carriage of the shipment via FedEx delivery services to destinations located outside the United States. If there is a conflict between this document and the FedEx Ship License, the FedEx Service Guide ("Service Guide") or the Standard Conditions of Carriage (which are available upon request from FedEx), then in effect, the Service Guide or Standard Conditions will control, as applicable.

Customs Clearance. You hereby appoint FedEx as Your agent solely for the performance of customs clearance and certify FedEx as the nominal consignee for the purpose of designating a customs broker to perform customs clearance. In some instances, local authorities may require additional documentation confirming FedEx's appointment. It is Your responsibility to provide proper documentation and confirmation, where required.

You are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to, customs laws, import and export laws and government regulations of any country to, from, through or over which your shipment may be carried. You agree to furnish such information and complete and attach to this shipment such documents, or submit shipment data to FedEx, as necessary to comply with such laws, rules, and regulations. FedEx assumes no liability to You or any other person for any loss or expense due to Your failure to comply with this provision.

Letter of Instruction. If You do not complete all the documents required for carriage or if the documents submitted are not appropriate for the services or destination requested, You hereby instruct FedEx, where permitted by law to complete, correct or replace the documents for You at Your expense. However, FedEx is not obligated to do so. If a substitute form of air waybill is needed to complete delivery of Your shipment and FedEx completes that document, the terms of the FedEx Ship License and this document will continue to govern. FedEx is not liable to You or any other person for FedEx's actions on Your behalf under this provision.

Export Control. You authorize FedEx to act as forwarding agent for You for export and customs purposes. You hereby certify that all statements and information contained on all air waybills and SEDs relating to exportation are true and correct. You further certify that all Commercial Invoice information submitted via FedEx Ship is true and correct. You expressly authorize FedEx to forward all information of any nature regarding any shipment to any and all governmental or regulatory agencies which request or require such information. You acknowledge that civil and criminal penalties, including forfeiture and sale may be imposed for making false or fraudulent statements or for the violation of any United States laws on exportation, including but not limited to, 13 U.S.C. § 305; 22 U.S.C. § 401; 18 U.S.C. § 1001; and 50 U.S.C. App. 2410. You acknowledge that this shipment is not being sent to any entity listed on the Department of Commerce's Denied Parties List 15 C.F.R. Part 764, Supp. 2, or the list of Special Designated Nationals as published by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

Items Not Acceptable for Transportation. FedEx will not accept certain items for carriage, and other items may be accepted for carriage only to limited destinations or under restricted conditions. FedEx reserves the right to reject packages based upon these limitations or for reasons of safety or security. You may consult the FedEx Service Guide or Standard Conditions of Carriage for specific details.