

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF DELAWARE**

In re	:	Chapter 11
MACH Gen, LLC	:	Case No. 14-10461 (MFW)
MACH Gen GP, LLC	:	Case No. 14-10462 (MFW)
Millennium Power Partners, L.P.	:	Case No. 14-10463 (MFW)
New Athens Generating Company, LLC	:	Case No. 14-10464 (MFW)
New Harquahala Generating Company, LLC	:	Case No. 14-10465 (MFW)
Debtors		Jointly Administered

INITIAL MONTHLY OPERATING REPORT

File report and attachments with Court and submit copy to United States Trustee within 15 days after order for relief.

Certificates of insurance must name United States Trustee as a party to be notified in the event of policy cancellation. Bank accounts and checks must bear the name of the debtor, case number, and the designation "Debtor in Possession." Examples of acceptable evidence of Debtor in Possession Bank accounts include voided checks, copy of bank deposit agreement/certificate of authority, signature card, and/or corporate checking resolution.

REQUIRED DOCUMENTS	Document Attached	Explanation Attached
12-Month Cash Flow Projection (Form IR-1)	Exhibit A	Yes
Certificates of Insurance:	Exhibit B	No
Workers Compensation		
Property		
General Liability		
Vehicle		
Other:		
Identify areas of self-insurance w/ liability caps		
Evidence of Debtor in Possession Bank Accounts	Exhibit C	Yes
Tax Escrow Account		
General Operating Account		
Money Market Account pursuant to Local Rule 4001-3 for the District of Delaware only. Refer to:		
http://www.deb.uscourts.gov/		
Other:		
Retainers Paid (Form IR-2)	Exhibit D	No

I declare under penalty of perjury (28 U.S.C. Section 1746) that this report and the documents attached are true and correct to the best of my knowledge and belief.

Signature of Debtor

Date

Signature of Joint Debtor

Date

Signature of Authorized Individual*

Date

GAIZZY N. HUBBARD
Printed Name of Authorized Individual

CEO
Title of Authorized Individual

*Authorized individual must be an officer, director or shareholder if debtor is a corporation; a partner if debtor is a partnership; a manager or member if debtor is a limited liability company.

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Debtors		Jointly Administered

INITIAL MONTHLY OPERATING REPORT - EXPLANATIONS

I. 12-Month Cash Flow Projection (Form IR-1)

The Debtors are providing the 13-week cashflow forecast filed as Exhibit B to the Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364 and 507 and Fed. R. Bankr. P. 2002, 4001, and 9014 (I) Authorizing MACH Gen To Obtain Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Super-Priority Claims, (IV) Granting Adequate Protection to Prepetition Secured Lenders, (V) Scheduling a Final Hearing, and (VI) Granting Related Relief [Docket No. 49] because a 12-month cash flow projection is unavailable.

Exhibit A attached to this report is a complete copy of the 13-week cashflow forecast.

MACH Gen GP, LLC is a non-operating entity, does not have any bank accounts and does not maintain books or financial records. As a result, cash flow projections have not been prepared or submitted for this Debtor.

II. Evidence of Debtor in Possession Bank Accounts

On or around March 5, 2014, the Court entered the Interim Order (I) Authorizing MACH Gen to (A) Continue Operating Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Business Forms, and (D) Continue Performing Intercompany Transactions, (II) Extending Time to Comply with Section 345(b) of Bankruptcy Code, and (III) Scheduling a Final Hearing [Docket No. 53].

Exhibit C attached to this report is a complete copy of the Interim Order as entered.

Exhibit A

In re MACH Gen, LLC, et al.
Debtor

Case No. 14-10461 (MFW)

CASH FLOW PROJECTIONS FOR THE 12 MONTH PERIOD: _____ **through** _____

This schedule must be filed with the Court and a copy submitted to the United States Trustee within 15 days after the order for relief. Amended cash flow projections should be submitted as necessary.

	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Month	Total
Cash Beginning of Month													
RECEIPTS													
CASH SALES													
ACCOUNTS RECEIVABLE													
LOANS AND ADVANCES													
SALES OF ASSETS													
OTHER (ATTACH LIST)													
TOTAL RECEIPTS													
DISBURSEMENTS													
NET PAYROLL													
PAYROLL TAXES													
SALES, USE, AND OTHER TAXES													
INVENTORY PURCHASES													
SECURED/RENTAL/LEASES													
INSURANCE													
ADMINISTRATIVE & SELLING													
OTHER (ATTACH LIST)													
PROFESSIONAL FEES													
U.S. TRUSTEE FEES													
COURT COSTS													
TOTAL DISBURSEMENTS													
NET CASH FLOW													
(RECEIPTS LESS DISBURSEMENTS)													
Cash End of Month													

See Exhibit A Attached
 (refer to section I. of Initial Monthly Operating Report - Explanations for details)

MACH Gen, LLC et al.
13-Week Cash Flow Forecast

(\$ in 000's)

	Week Ending Friday,													13-Week Total
	3/7/2014 <i>Week 1</i>	3/14/2014 <i>Week 2</i>	3/21/2014 <i>Week 3</i>	3/28/2014 <i>Week 4</i>	4/4/2014 <i>Week 5</i>	4/11/2014 <i>Week 6</i>	4/18/2014 <i>Week 7</i>	4/25/2014 <i>Week 8</i>	5/2/2014 <i>Week 9</i>	5/9/2014 <i>Week 10</i>	5/16/2014 <i>Week 11</i>	5/23/2014 <i>Week 12</i>	5/30/2014 <i>Week 13</i>	
I. Receipts														
Net Power Generation	\$ -	\$ -	\$ -	\$ 6,052	\$ -	\$ -	\$ -	\$ 10,432	\$ -	\$ -	\$ -	\$ -	\$ 10,817	\$ 27,301
Other	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,052</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,432</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10,817</u>	<u>27,301</u>
II. Disbursements														
a) Excluded Disbursements														
Fuel & Variable O&M	-	2,302	-	687	-	-	2	20	2,624	-	4	-	555	6,194
Variable Cash Flow	-	(2,302)	-	5,365	-	-	(2)	10,412	(2,624)	-	(4)	-	10,261	21,108
b) Measured Disbursements														
Operating & Capital Expenditures	457	2,120	457	2,602	363	595	1,143	8,465	2,762	221	2,050	221	2,969	24,425
Debt Service & Fees	-	-	-	10,139	-	-	-	-	-	-	-	-	-	10,139
Restructuring Expenses	-	120	-	800	-	50	-	900	750	35	-	850	725	4,230
	<u>457</u>	<u>2,240</u>	<u>457</u>	<u>13,540</u>	<u>363</u>	<u>645</u>	<u>1,143</u>	<u>9,365</u>	<u>3,512</u>	<u>256</u>	<u>2,050</u>	<u>1,071</u>	<u>3,694</u>	<u>38,794</u>
III. Net Change in Cash Before Financing	<u>(457)</u>	<u>(4,542)</u>	<u>(457)</u>	<u>(8,175)</u>	<u>(363)</u>	<u>(645)</u>	<u>(1,144)</u>	<u>1,047</u>	<u>(6,136)</u>	<u>(256)</u>	<u>(2,054)</u>	<u>(1,071)</u>	<u>6,567</u>	<u>(17,686)</u>
IV. Beginning Cash	23,526	23,069	23,527	23,070	24,895	24,532	23,887	22,743	23,789	22,653	22,397	20,343	24,272	23,526
Net Change in Cash	(457)	(4,542)	(457)	(8,175)	(363)	(645)	(1,144)	1,047	(6,136)	(256)	(2,054)	(1,071)	6,567	(17,686)
Revolver Draw (Paydown)	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Draw (Paydown)	-	5,000	-	10,000	-	-	-	-	5,000	-	-	5,000	(10,000)	15,000
Ending Cash Balance	<u>\$ 23,069</u>	<u>\$ 23,527</u>	<u>\$ 23,070</u>	<u>\$ 24,895</u>	<u>\$ 24,532</u>	<u>\$ 23,887</u>	<u>\$ 22,743</u>	<u>\$ 23,789</u>	<u>\$ 22,653</u>	<u>\$ 22,397</u>	<u>\$ 20,343</u>	<u>\$ 24,272</u>	<u>\$ 20,840</u>	<u>\$ 20,840</u>

MACH Gen, LLC et al.
Derivation of Cash Disbursements Forecast
Debt

(\$ in 000's)

Reference	Week Ending Friday,													13-Week Total
	3/7/2014 Week 1	3/14/2014 Week 2	3/21/2014 Week 3	3/28/2014 Week 4	4/4/2014 Week 5	4/11/2014 Week 6	4/18/2014 Week 7	4/25/2014 Week 8	5/2/2014 Week 9	5/9/2014 Week 10	5/16/2014 Week 11	5/23/2014 Week 12	5/30/2014 Week 13	
I. Term Loan														
a) Term B Loan														
Beginning Balance	\$ 483,209	\$ 483,209	\$ 483,209	\$ 483,209	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 481,984	\$ 483,209
Accrued Interest	-	-	-	7,357	-	-	-	-	-	-	-	-	-	7,357
Interest Payment	-	-	-	(7,357)	-	-	-	-	-	-	-	-	-	(7,357)
Principal Payment	-	-	-	(1,225)	-	-	-	-	-	-	-	-	-	(1,225)
Unused PIK Drawdown	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	<u>483,209</u>	<u>483,209</u>	<u>483,209</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>	<u>481,984</u>
b) PIK														
Capitalized Interest Cap	-	-	-	-	-	-	-	-	-	-	-	-	-	n/a
Amount Capitalized	[a] -	-	-	-	-	-	-	-	-	-	-	-	-	n/a
Available Amount	-	-	-	-	-	-	-	-	-	-	-	-	-	n/a
c) Summary - Term P&I														
Term - Interest Payments	-	-	-	(7,357)	-	-	-	-	-	-	-	-	-	(7,357)
Term - Principal Payments	-	-	-	(1,225)	-	-	-	-	-	-	-	-	-	(1,225)
Total Term Loan P&I Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,582)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(8,582)</u>
II. Revolver														
a) Working Capital														
Beginning Balance	96,953	96,953	96,953	96,953	-	-	-	-	-	-	-	-	-	96,953
Accrued Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Operating Repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Prepetition Cash Collateral Repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to DIP	-	-	-	(96,953)	-	-	-	-	-	-	-	-	-	(96,953)
Draws	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	<u>96,953</u>	<u>96,953</u>	<u>96,953</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
b) LCs														
Beginning Balance	47,386	-	-	-	-	-	-	-	-	-	-	-	-	47,386
Accrued Interest	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Expirations	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to DIP	(47,386)	-	-	-	-	-	-	-	-	-	-	-	-	(47,386)
Posts	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Balance	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>

MACH Gen, LLC et al.
Derivation of Cash Disbursements Forecast
Debt

(\$ in 000's)

Reference	Week Ending Friday,													13-Week Total
	3/7/2014 Week 1	3/14/2014 Week 2	3/21/2014 Week 3	3/28/2014 Week 4	4/4/2014 Week 5	4/11/2014 Week 6	4/18/2014 Week 7	4/25/2014 Week 8	5/2/2014 Week 9	5/9/2014 Week 10	5/16/2014 Week 11	5/23/2014 Week 12	5/30/2014 Week 13	
c) Fees														
Maximum Borrowing	96,953	96,953	96,953	-	-	-	-	-	-	-	-	-	-	n/a
Ending Borrowed Balance	<u>96,953</u>	<u>96,953</u>	<u>96,953</u>	-	-	-	-	-	-	-	-	-	-	n/a
Unused Balance	-	-	-	-	-	-	-	-	-	-	-	-	-	n/a
Unused Fee Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Upfront Fee Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
d) Summary - Interest & Fees														
WC - Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
LCs - Interest Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revolver Interest & Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
III. DIP Facility														
a) Working Capital														
Beginning Balance	-	-	5,000	5,000	111,953	111,953	111,953	111,953	111,953	116,953	116,953	116,953	121,953	-
Accrued Interest	-	-	-	1,163	-	-	-	-	-	-	-	-	-	1,163
Interest Payment	-	-	-	(1,163)	-	-	-	-	-	-	-	-	-	(1,163)
Operating Repayments	-	-	-	-	-	-	-	-	-	-	-	-	(10,000)	(10,000)
Prepetition Cash Collateral Repayments	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from Revolver	-	-	-	96,953	-	-	-	-	-	-	-	-	-	96,953
Draws	-	5,000	-	10,000	-	-	-	-	5,000	-	-	5,000	-	25,000
Ending Balance	-	<u>5,000</u>	<u>5,000</u>	<u>111,953</u>	<u>111,953</u>	<u>111,953</u>	<u>111,953</u>	<u>111,953</u>	<u>116,953</u>	<u>116,953</u>	<u>116,953</u>	<u>121,953</u>	<u>111,953</u>	<u>111,953</u>
b) LCs														
Beginning Balance	-	47,386	45,986	45,986	43,686	43,686	43,686	43,686	43,686	43,686	43,686	43,686	43,686	-
Accrued Interest	-	-	-	259	-	-	-	-	-	-	-	-	-	259
Interest Payment	-	-	-	(259)	-	-	-	-	-	-	-	-	-	(259)
Expirations	-	(1,400)	-	(2,300)	-	-	-	-	-	-	-	-	-	(3,700)
Transfer from Revolver	47,386	-	-	-	-	-	-	-	-	-	-	-	-	47,386
Posts	-	-	-	-	-	-	-	-	-	-	-	-	2,000	2,000
Ending Balance	<u>47,386</u>	<u>45,986</u>	<u>45,986</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>43,686</u>	<u>45,686</u>	<u>45,686</u>
c) Fees														
Maximum Borrowing	103,047	103,047	103,047	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	n/a
Ending Borrowed Balance	<u>47,386</u>	<u>50,986</u>	<u>50,986</u>	<u>155,639</u>	<u>155,639</u>	<u>155,639</u>	<u>155,639</u>	<u>155,639</u>	<u>160,639</u>	<u>160,639</u>	<u>160,639</u>	<u>165,639</u>	<u>157,639</u>	n/a
Unused Balance	<u>55,661</u>	<u>52,061</u>	<u>52,061</u>	<u>44,361</u>	<u>44,361</u>	<u>44,361</u>	<u>44,361</u>	<u>44,361</u>	<u>39,361</u>	<u>39,361</u>	<u>39,361</u>	<u>34,361</u>	<u>42,361</u>	n/a

MACH Gen, LLC et al.
Derivation of Cash Disbursements Forecast
Debt

(\$ in 000's)

Reference	Week Ending Friday,													13-Week Total
	3/7/2014 Week 1	3/14/2014 Week 2	3/21/2014 Week 3	3/28/2014 Week 4	4/4/2014 Week 5	4/11/2014 Week 6	4/18/2014 Week 7	4/25/2014 Week 8	5/2/2014 Week 9	5/9/2014 Week 10	5/16/2014 Week 11	5/23/2014 Week 12	5/30/2014 Week 13	
Unused Fee Payment	-	-	-	(135)	-	-	-	-	-	-	-	-	-	(135)
Upfront Fee Payment	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	-	-	-	(135)	-	-	-	-	-	-	-	-	-	(135)
d) Summary - Interest & Fees														
WC - Interest Payment	-	-	-	(1,163)	-	-	-	-	-	-	-	-	-	(1,163)
LCs - Interest Payment	-	-	-	(259)	-	-	-	-	-	-	-	-	-	(259)
Fees	-	-	-	(135)	-	-	-	-	-	-	-	-	-	(135)
Total DIP Interest & Fees	-	-	-	(1,557)	-	-	-	-	-	-	-	-	-	(1,557)
IV. Total Debt Payments & Fees														
Term Loan	-	-	-	(8,582)	-	-	-	-	-	-	-	-	-	(8,582)
Revolver	-	-	-	-	-	-	-	-	-	-	-	-	-	-
DIP Facility	-	-	-	(1,557)	-	-	-	-	-	-	-	-	-	(1,557)
Total Debt Payments & Fees	\$ -	\$ -	\$ -	\$ (10,139)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (10,139)
<hr style="border-top: 1px dashed black;"/>														
V. Liquidity														
Revolver Capacity	\$ 96,953	\$ 96,953	\$ 96,953	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	n/a
DIP Capacity	103,047	103,047	103,047	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	n/a
	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	n/a
Less:														
Working Capital Usage [b]	96,953	101,953	101,953	111,953	111,953	111,953	111,953	111,953	116,953	116,953	116,953	121,953	111,953	n/a
LC Usage	47,386	45,986	45,986	43,686	43,686	43,686	43,686	43,686	43,686	43,686	43,686	43,686	45,686	n/a
	144,339	147,939	147,939	155,639	155,639	155,639	155,639	155,639	160,639	160,639	160,639	165,639	157,639	n/a
Remaining Borrowing Liquidity	55,661	52,061	52,061	44,361	44,361	44,361	44,361	44,361	39,361	39,361	39,361	34,361	42,361	n/a
Cash Balance	23,069	23,527	23,070	24,895	24,532	23,887	22,743	23,789	22,653	22,397	20,343	24,272	20,840	n/a
Total Remaining Liquidity	\$ 78,730	\$ 75,588	\$ 75,131	\$ 69,256	\$ 68,892	\$ 68,248	\$ 67,103	\$ 68,150	\$ 62,014	\$ 61,758	\$ 59,704	\$ 58,633	\$ 63,200	n/a

Note:

[a] Included in Term B Loan balance.

[b] Includes both prepetition and super-priority postpetition amounts.

Exhibit B

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
03/17/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. SUITE 400 1255 23RD STREET, N.W. WASHINGTON, DC 20037 Attn: CSS - TEL. 202 263 7600 041119-MACH-5/1-13-14	CONTACT NAME: PHONE (A/C, No., Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		
INSURED MACH GEN, LLC 9300 U.S. HIGHWAY 9W ATHENS, NY 12015	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Associated Electric & Gas Insurance Services Limited		3190004
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CLE-004056186-04 **REVISION NUMBER:** 17

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			3711-24-05	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS COMP DEDUCT \$250 COLL DEDUCT \$500			7839-05-10	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			XL5101202P	05/01/2013	05/01/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 CARRIERS (FEDERAL INSURANCE CO / AEGIS LTD.) WILL PROVIDE 90 DAY NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER**CANCELLATION**

Office of the United States Trustee
 J. Caleb Boggs Federal Building
 844 N. King Street
 Suite 2207
 Wilmington, DE 19801

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 of Marsh USA Inc.

Agneta Jernbeck Baker

Agneta Jernbeck Baker

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**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)
03/11/2014

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

AGENCY MARSH USA INC. SUITE 400 1255 23RD STREET, N.W. WASHINGTON, DC 20037		PHONE (A/C, No., Ext):	COMPANY Various - See Attached	
041119-Prop--13-14		E-MAIL ADDRESS:		
FAX (A/C, No):	CODE:		SUB CODE:	
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER VARIOUS - SEE ATTACHED
INSURED MACH GEN, LLC 9300 U.S. HIGHWAY 9W ATHENS, NY 12015		EFFECTIVE DATE 04/01/2013	EXPIRATION DATE 04/01/2014	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
"ALL RISK" OPERATIONAL PROPERTY INSURANCE INCLUDING FLOOD, EARTHQUAKE, BOILER & MACHINERY & TERRORISM. COVERING REAL & PERSONAL PROPERTY, BUSINESS INTERRUPTION, EXTRA EXPENSE AND EXPEDITING EXPENSE VARIOUS SUBLIMITS ALSO APPLY	REPLACEMENT COST	VARIOUS

REMARKS (Including Special Conditions)**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ADDITIONAL INTEREST

CLE-004055464-01

NAME AND ADDRESS OFFICE OF THE UNITED STATES TRUSTEE J. CALEB BOGGS FEDERAL BUILDING 844 N. KING STREET SUITE 2207 WILMINGTON, DE 19801	<input type="checkbox"/> MORTGAGEE	ADDITIONAL INSURED
	<input checked="" type="checkbox"/> LOSS PAYEE	
LOAN #		
AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Agneta Jernbeck Bak <i>Agneta Jernbeck Bak</i>		



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA INC.		NAMED INSURED MACH GEN, LLC 9300 U.S. HIGHWAY 9W ATHENS, NY 12015	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 27 FORM TITLE: Evidence of Property Insurance

Lexington Insurance Co. & Lloyd's of London DG120213 Quota Share \$825M 16.6667%
 Liberty Mutual Insurance Company 4N437527008 Quota Share \$825M 5.0000%
 Lloyd's of London 13NMNY1214-01 Quota Share \$825M 4.0000%
 General Security Indemnity Company 201310F150692-1 Quota Share \$825M 5.0000%
 International Insurance Company of Hannover & Lloyd's of London DG120113 Quota Share \$825M 16.6667%
 Quota Share Total 47.33%

Lloyd's of London & Arch Insurance Co. Europe Ltd. DG111913 Primary \$350M 6.0000%
 International Insurance Company of Hannover & Lloyd's of London DG112013 \$4753M xs \$250M 6.0000%
 \$350M Primary + XS Total 6.00%

Westport Insurance Corporation 31375805 Primary \$250M 25.0000%
 Associated Electric & Gas Insurance Services PO5264201P \$575M xs \$250M 25.0000%
 \$250M Primary + XS Total 25.00%

Ironshore Specialty Insurance Company 000217603 Primary \$50M 5.0000%
 Associated Electric & Gas Insurance Services PO5264201P \$775M xs \$50M 5.0000%
 \$50M Primary + XS Total 5.00%

Partner Re Ireland Insurance Ltd. & Lloyd's of London F531567 Primary \$100M 11.6667%
 The Princeton Excess & Surplus Lines Ins. Co. 58-A3-PP-00000007-07 Primary \$100M 5.0000%
 Great Lakes Reinsurance (UK) Plc & Lloyd's of London DG120313 \$725M xs of \$100M 16.6667%
 \$100M Primary + XS Total 16.67%

Property Totals 100.00%

LENDER'S LOSS PAYABLE CLAUSE

Lender shall include any collateral agent, administrative agent, mortgagee or trustee.

Loss or damage, if any, under this policy, shall be paid to any lender, designated as loss payee or mortgagee on any endorsement thereto or on any certificate of insurance issued by Marsh USA Inc. in connection with this policy, in whatever form or capacity its interests may appear and whether said interest be vested as a lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity or vested in a nominee or Trustee of said lender. However, in the event the insurance proceeds for such loss or damage is less than the threshold, if any, specified in a credit and/or loan agreement in effect between any lender and the Insured, such proceeds shall be paid to the Insured in accordance with the terms of such agreement.

The insurance under this policy, or any rider or endorsement attached thereto, as to the interest of any lender, as required by written contract, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the Insured, the borrower, mortgagor, trustor, venter, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the Insured.

It is understood and agreed that no cancellation, lapse, reduction in amount or material change in coverage shall be effective until at least one hundred and twenty (120) days (or ten (10) days in the case of cancellation or lapse for non-payment of premiums) after receipt by each Insured, lender, mortgagee, or trustee of written notice sent by certified mail of such cancellation, lapse, reduction or material change in coverage. Such cancellation, lapse, reduction or material change in coverage shall not commence until all such parties have received the required written notice.

Only the Insured shall have any obligation or liability for premiums, commissions, assessments or calls in connection with this insurance. However, it is agreed that any Insured shall have the right to pay any premium due hereunder.

Should legal title to and beneficial ownership of any of the property covered under this policy become vested in any lender or mortgagee or their trustees, insurance under this policy shall continue for the term thereof for the benefit of the lender, mortgagee or trustee but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the Insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

All notices herein provided to be given by this Insurer to any lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed, via certified mail, to or delivered to the lender at its office or branch described on the herein or on any certificate of insurance issued in connection with this policy.

Exhibit C

ORIGINAL

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

----- X
In re: :
: Chapter 11
: MACH Gen, LLC, *et al.*,¹ :
: Case No. 14-10456 (MFW)
: Debtors. : (Jointly Administered)
: :
----- X **Re: Docket No. 7**

INTERIM ORDER (I) AUTHORIZING MACH GEN TO (A) CONTINUE OPERATING CASH MANAGEMENT SYSTEM, (B) HONOR CERTAIN PREPETITION OBLIGATIONS RELATED THERETO, (C) MAINTAIN EXISTING BUSINESS FORMS, AND (D) CONTINUE PERFORMING INTERCOMPANY TRANSACTIONS, (II) EXTENDING TIME TO COMPLY WITH SECTION 345(b) OF BANKRUPTCY CODE, AND (III) SCHEDULING A FINAL HEARING

Upon consideration of the motion (the "Motion")² of MACH Gen, LLC, MACH Gen GP, LLC, Millennium Power Partners, L.P., New Athens Generating Company, LLC, and New Harquahala Generating Company, LLC (each, a "MACH Gen Entity," and collectively, "MACH Gen") seeking entry of an order (this "Interim Order"): (i) authorizing MACH Gen to (a) continue operating its cash management system, (b) honor certain prepetition obligations related thereto, (c) maintain existing business forms, and (d) continue performing intercompany transactions consistent with historical practice, (ii) and extending the time to comply with the requirements of section 345(b) of the Bankruptcy Code, and (iii) granting certain related relief, all as more fully set forth in the Motion; and upon consideration of the First Day Declaration;

¹ The debtors in these chapter 11 cases and the last four digits of each debtor's taxpayer identification number are as follows: (a) MACH Gen, LLC (6738); (b) MACH Gen GP, LLC (6738); (c) Millennium Power Partners, L.P. (6688); (d) New Athens Generating Company, LLC (0156); and (e) New Harquahala Generating Company, LLC (0092). The debtors' principal offices are located at 9300 US Highway 9W, Athens, New York 12015.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of MACH Gen's estates, creditors, and other parties in interest; and this Court having found that MACH Gen's notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis as set forth herein.

2. The final hearing (the "Final Hearing") on the Motion shall be held on

March 28, 2014, at 10:30 a.m. prevailing Eastern Time. Any objections or responses to entry of a final order on the Motion shall be filed on or before 4:00 p.m. prevailing Eastern Time on March 21, 2014, and served on the following parties: (i) MACH Gen, c/o Willow Bend Capital Management, LLC, 2701 Dallas Pkwy, Suite 560 Plano, TX 75093, Attn: Garry Hubbard, Chief Executive Officer; c/o Competitive Power Ventures, Inc., 8403 Colesville Road, Suite 915 Silver Spring, MD 20910, Attn: Eric Cada; (ii) proposed counsel for MACH Gen, Milbank, Tweed, Hadley & McCloy LLP, 1 Chase Manhattan Plaza, New York, New York 10005, Attn: Tyson M. Lomazow, Esq. and Michael E. Comerford, Esq.; (iii) proposed counsel for MACH Gen, Richards; Layton, & Finger, P.A., 920 North King Street,

Wilmington, Delaware 19801, Attn: Russell C. Silberglied, Esq. and John H. Knight, Esq.;

(iv) counsel to the Prepetition First Lien Agent and DIP Agent, White & Case LLP, 1155 Avenue of the Americas, New York, NY 10036, Attn: Scott Griessman, Esq.; White & Case LLP, 200 S Biscayne Blvd, Miami, FL 33131, Attn: Thomas E Lauria, Esq.; Hunton & Williams LLP, 2200 Pennsylvania Ave NW, Washington, DC 20037, Attn: Ellis M. Butler, Esq.; (v) counsel to the Consenting Second Lien Lenders, Kirkland & Ellis LLP, 300 North LaSalle Street, Chicago, Illinois, 60654, Attn: Patrick J. Nash, Jr., P.C. and Neal Paul Donnelly, Esq., and 601 Lexington Avenue, New York, New York, Attn: Brian E. Schartz, Esq.; (vi) the Office of the United States Trustee, 844 King Street, Suite 2207, Lockbox 35, Wilmington, Delaware 19801, Attn: Jane Leamy, Esq.; and (vii) any party that has requested notice pursuant to Bankruptcy Rule 2002. In the event no objections to entry of a final order on the Motion are timely received, this Court may enter such final order without need for the Final Hearing.

3. MACH Gen is authorized, in its sole discretion to: (a) continue operating the Cash Management System, substantially identified on **Exhibit 1** attached hereto and as described in the Motion; (b) honor the Prepetition Bank Fees; (c) maintain existing business forms; and (d) continue performing Intercompany Transactions consistent with historical practice.

4. MACH Gen is further authorized, in its sole discretion, to: (a) continue to use, with the same account numbers, the Bank Accounts in existence as of the Petition Date, including those accounts identified on **Exhibit 2** attached hereto; (b) use, in their present form, all business forms, including letterhead, purchase orders, invoices, checks and other documents related to the Bank Accounts existing immediately before the Petition Date, without reference to the MACH Gen Entities' status as debtors in possession; provided, however, that to the extent MACH Gen exhausts its existing supply of checks prior to confirmation of a chapter 11 plan, it

shall reorder checks with the designation “Debtor in Possession” and the applicable case number; (c) treat the Bank Accounts for all purposes as accounts of the MACH Gen Entities as debtors in possession; (d) deposit funds in and withdraw funds from the Bank Accounts by all usual means, including checks, wire transfers, ACH transfers, debits, or other similar means; (e) pay any Prepetition Bank Fees; and (f) pay any ordinary course Bank Fees incurred in connection with the Bank Accounts, and to otherwise perform its obligations under the documents governing the Bank Accounts.

5. All Banks at which the Bank Accounts are maintained are authorized to continue to maintain, service, and administer the Bank Accounts as accounts of the MACH Gen Entities as debtors in possession, without interruption and in the ordinary course, and to receive, process, honor, and pay, to the extent of available funds, any and all checks, drafts, wires, credit card payments, and ACH transfers issued and drawn on the Bank Accounts after the Petition Date by the holders or makers thereof, as the case may be.

6. All Banks provided with notice of this Interim Order maintaining any of the Bank Accounts shall not honor or pay any bank payments drawn on the listed Bank Accounts or otherwise issued before the Petition Date for which MACH Gen specifically issues stop payment orders in accordance with the documents governing such Bank Accounts.

7. In the course of providing cash management services to MACH Gen, each of the Banks at which the Bank Accounts are maintained is authorized, without further order of this Court, to deduct the applicable fees from the appropriate accounts of the MACH Gen Entities, and further, to charge back to the appropriate accounts of the MACH Gen Entities any amounts resulting from returned checks or other returned items, including returned items that result from ACH transactions, wire transfers, or other electronic transfers of any kind, regardless of whether

such items were deposited or transferred prepetition or postpetition and regardless of whether the returned items relate to prepetition or postpetition items or transfers.

8. Subject to the provisions set forth herein, any bank may rely upon the representations of MACH Gen with respect to whether any check, draft, wire, or other transfer drawn or issued by MACH Gen prior to the Petition Date should be honored pursuant to any order of this Court, and no bank that honors a prepetition check or other item drawn on any account that is the subject of this Interim Order (a) at the direction of MACH Gen or (b) in a good-faith belief that this Court has authorized such prepetition check or item to be honored shall be liable to MACH Gen or its estates on account of such prepetition check or other item being honored postpetition, or otherwise deemed to be in violation of this Interim Order.

9. For Banks at which MACH Gen holds accounts that are party to a Uniform Depository agreement with the Office of the United States Trustee for the District of Delaware (the "U.S. Trustee"), within fifteen (15) days of the date of entry of this Interim Order, MACH Gen shall (a) contact each Bank, (b) provide each of the MACH Gen Entities' tax identification numbers and (c) identify each of its accounts held at such Banks as being held by a debtor in possession in a bankruptcy case.

10. For Banks at which MACH Gen holds accounts that are not party to a Uniform Depository agreement with the U.S. Trustee, MACH Gen shall use its good-faith efforts to cause the Bank to execute a Uniform Depository agreement in a form prescribed by the U.S. Trustee within forty-five (45) days of the date of this Interim Order. The U.S. Trustee's rights to seek further relief from this Court on notice in the event that the aforementioned Banks are unwilling to execute a Uniform Depository Agreement in a form prescribed by the U.S. Trustee are fully reserved.

11. MACH Gen shall have sixty (60) days (or such additional time as the U.S. Trustee may agree to) from the entry of this Order to either come into compliance with section 345(b), to make such other arrangements as agreed with the U.S. Trustee, or file a motion to waive or modify the requirements of Bankruptcy Code section 345(b).

12. Notwithstanding anything to the contrary set forth herein, MACH Gen is authorized to continue performing Intercompany Transactions arising from or related to the operation of its business in the ordinary course. All payments from any MACH Gen Entity to any other MACH Gen Entity under any postpetition Intercompany Transactions authorized hereunder are hereby accorded administrative expense priority under section 503(b) of the Bankruptcy Code. In connection with the Intercompany Transactions, MACH Gen shall continue to maintain current records with respect to all transfers of cash so that all Intercompany Transactions may be readily ascertained, traced, and properly recorded on intercompany accounts.

13. Notwithstanding anything in the Motion or this Interim Order to the contrary, any payment made by MACH Gen pursuant to the authority granted herein shall be subject to any order authorizing MACH Gen's access to and use of cash collateral and postpetition debtor-in-possession financing.

14. Nothing contained in the Motion or this Interim Order shall be deemed or construed as an admission as to the validity or priority of any claim or lien against the MACH Gen Entities or as a waiver of MACH Gen's rights to dispute any claim or lien.

15. Notice of the Motion satisfies the requirements of Bankruptcy Rule 6004(a).

16. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Interim Order are immediately effective and enforceable upon its entry.

17. MACH Gen is authorized to take all actions necessary to effectuate the relief granted in this Interim Order in accordance with the Motion.

18. This Court retains jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Interim Order.

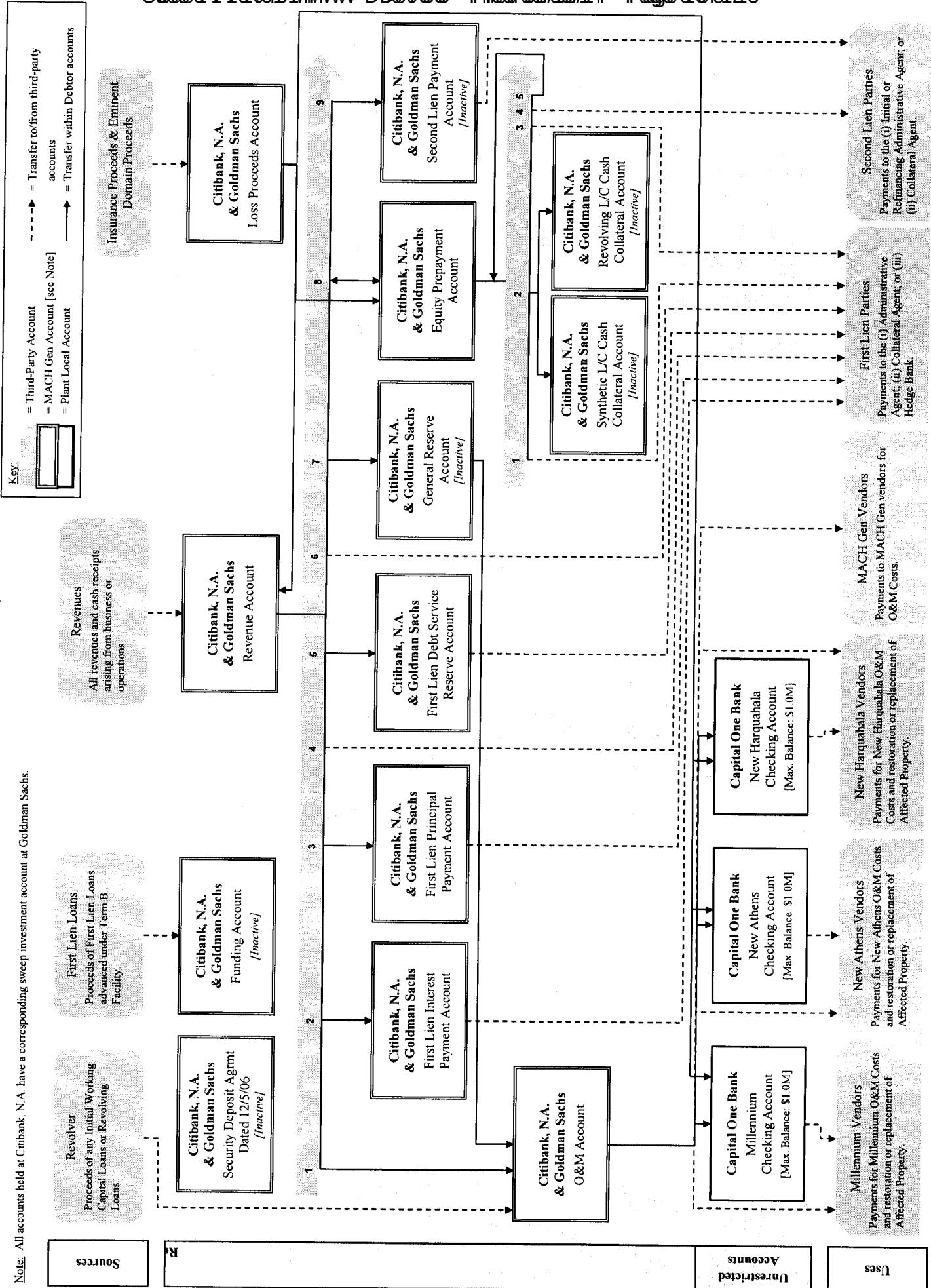
Dated: March 5, 2014
Wilmington, Delaware


UNITED STATES BANKRUPTCY JUDGE

Exhibit 1 to Interim Order

Diagram of Cash Management System

MACH Gen, LLC, et al.
Cash Management System



Note: All accounts held at Citibank, N.A. have a corresponding sweep investment account at Goldman Sachs.

Exhibit 2 to Interim Order

Schedule of Bank Accounts

Schedule of Bank Accounts

	Account Holder	Bank Name	Bank Account Number(s)	Account Description
1, 2	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs	104135/1885035119	O&M Account and related Overnight Investment Account
3, 4	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs	104139/1885035120	Loss Proceeds Account and related Overnight Investment Account
5, 6	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.	105168/1885035809	Revenue Account and related Overnight Investment Account
7, 8	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.A.	106149/1885042419	First Lien Interest Payment Account and related Overnight Investment Account
9, 10	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.	106150/1885042420	First Lien Principal Payment Account and related Overnight Investment Account
11, 12	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs N.A.	106151/1885042421	Second Lien Payment Account (Inactive) and related Overnight Investment Account
13, 14	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.	106152/1885042422	Revolving L/C Cash Collateral Account (Inactive) and related Overnight Investment Account
15, 16	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs A.	106153/1885042423	Synthetic L/C Cash Collateral Account (Inactive) and related Overnight Investment Account
17, 18	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs A.	106155/1885042425	Prepayment Account and related Overnight Investment Account
19, 20	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs A.	106156/1885042426	Funding Account (Inactive) and related Overnight Investment Account
21, 22	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.	106157/1885042427	General Reserve Account (Inactive) and related Overnight Investment Account
23, 24	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs.	106158/1885042428	First Lien Debt Service Reserve Account and related Overnight Investment Account
25, 26	MACH Gen, LLC	Citibank, N.A. & Goldman Sachs	107785/1885051457	Unnamed account (Inactive) and related Overnight Investment Account
27	Millennium Power Partners, L.P.	Capital One, N.A.	0234380446	Local Account
28	New Athens Generating Company, LLC	Capital One, N.A.	0234380438	Local Account

	Account Holder	Bank Name	Bank Account Number(s)	Account Description
29	New Harquahala Generating Company, LLC	Capital One, N.A.	0234380772	Local Account

Exhibit D

In re	:	Chapter 11
MACH Gen, LLC	:	Case No. 14-10461 (MFW)
MACH Gen GP, LLC	:	Case No. 14-10462 (MFW)
Millennium Power Partners, L.P.	:	Case No. 14-10463 (MFW)
New Athens Generating Company, LLC	:	Case No. 14-10464 (MFW)
New Harquahala Generating Company, LLC	:	Case No. 14-10465 (MFW)
Debtors		Jointly Administered
		Reporting Period: <u>Prepetition</u>

SCHEDULE OF RETAINERS PAID TO PROFESSIONALS
(This schedule is to include each Professional paid a retainer¹)

Payee	Check Date	Number	Name of Payor	Amount	Amount Applied to Date	Balance
Milbank, Tweed, Hadley, & McCloy LLP [a]	10/28/2013	Wire	MACH Gen, LLC	\$ 500,000.00	\$ 372,676.49	\$ 127,323.51
Moelis & Company LLC	01/08/2014	Wire	MACH Gen, LLC	75,000.00	44,853.68	30,146.32
Prime Clerk LLC [a]	10/31/2013	Wire	MACH Gen, LLC	25,000.00	13,098.93	11,901.07
Richards, Layton & Finger [a]	10/28/2013	Wire	MACH Gen, LLC	100,000.00	50,616.39	49,383.61

¹ Identify all Evergreen Retainers

Notes:
[a] Professional holds an Evergreen Retainer.