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9 SATELLITE SENIOR INCOME FUND II, and
DEUTSCHE BANK TRUST COMPANY AMERICAS,
10 as Successor Administrative Agent

11 UNITED STATES BANKRUPTCY COURT
12 NORTHERN DISTRICT OF CALIFORNIA
13 SAN FRANCISCO DIVISION

14 In re:

Case No.: 01-30923-DM

Chapter 11

16 PACIFIC GAS AND ELECTRIC
17 COMPANY, a California corporation,

INTERROGATORIES, REQUESTS FOR
ADMISSIONS AND REQUESTS FOR
PRODUCTION OF DOCUMENTS OF
SATELLITE SENIOR INCOME FUND,
SATELLITE SENIOR INCOME FUND II, AND
DEUTSCHE BANK TRUST COMPANY
AMERICAS TO PACIFIC GAS AND ELECTRIC
COMPANY, PG&E CORPORATION AND THE
OFFICIAL COMMITTEE OF UNSECURED
CREDITORS

18 Debtor.
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[No Hearing Required]

23 PROPOUNDING PARTY: SATELLITE SENIOR INCOME FUND, SATELLITE SENIOR
INCOME FUND II, AND DEUTSCHE BANK TRUST COMPANY
24 AMERICAS

25 RESPONDING PARTY: PACIFIC GAS AND ELECTRIC COMPANY, PG&E CORPORATION
26 AND THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

27 SET NO.: ONE (1)

28 ¹ Admitted *pro hac vice*.

OK 2/20/01

Pursuant to Fed.R.Civ.P. 33, 34 and 36, made applicable to this proceeding pursuant to Rules 7033, 7034, 7036 and 9014 of the Fed.R.Bankr.P., and the Discovery Protocol and Trial Scheduling Order on the PG&E/OCC Plan of Reorganization, dated August 8, 2003 (the "*Discovery Protocol*") and all applicable orders of this Court, Satellite Senior Income Fund, Satellite Senior Income Fund II (together, "*Satellite*"), and Deutsche Bank Trust Company Americas, as successor administrative agent ("*Deutsche*" and, together with Satellite, the "*Claimants*"), under that certain reimbursement agreement dated May 1, 1996, by their counsel, Kelley Drye & Warren LLP, hereby request that (a) Pacific Gas and Electric Company, (b) Pacific Gas and Electric Corporation, and (c) the Official Committee of Unsecured Creditors prepare and file answers, separately and fully, in writing and under oath, to these discovery requests and serve a copy of such answers and/or Documents upon the attorneys for Claimants by September 28, 2003, as instructed by paragraph eight (8) of the Discovery Protocol.

DEFINITIONS

1. "Affiliates" shall have the meaning ascribed in section 101(2) of the Bankruptcy Code.
2. "And" as well as "Or" shall be construed disjunctively as well as conjunctively, as necessary, to make the request inclusive rather than exclusive and to bring within the scope of the paragraphs and subparagraphs below Documents which might otherwise be construed to be outside the scope of this request.
3. "Bankruptcy Code" shall mean 11 U.S.C. sections 101-1330 *et seq.*, as amended.
4. "Claims" shall have the definition provided in section 101(5) of the Bankruptcy Code.
5. "Claimants" shall mean Deutsche and Satellite, collectively.
6. "Class 4(f) Claims" shall mean the Class 4(f) "Prior Bond Claims" as that term is defined in the PG&E/OCC Plan.

1 7. "Class 4(f) Objection" shall mean the objection filed by Claimants in the United
2 States Bankruptcy Court for the Northern District of California on or about September 2, 2003
3 and served concurrently with these Requests.

4 8. "Class 5 Claims" shall mean the Class 5 "General Unsecured Claims" as that term
5 is defined in the PG&E/OCC Plan.

6 9. "Communications" means the transmittal of Information (in the form of facts,
7 ideas, inquiries or otherwise) by any means, including, without limitation, by United States or
8 private mail service, facsimile, memorandum, e-mail, telephone voice mail, hand delivery,
9 computer transmission, conversations in person or by telephone.

10 10. "Concerning" shall be construed to include pertaining to, relating to, responding
11 to, constituting, comprising, containing, setting forth, summarizing, supporting, reflecting,
12 stating, describing, recording, noting, embodying, mentioning, studying, analyzing, discussing,
13 identifying or evaluating, directly or indirectly, or in any way being relevant to the subject
14 matter.

15 11. "Court" shall mean the above-captioned United States Bankruptcy Court for the
16 Northern District of California in which this chapter 11 bankruptcy case is currently pending.

17 12. "Creditor" shall have the definition provided in section 101(10) of the Bankruptcy
18 Code.

19 13. "Deutsche" shall mean Deutsche Bank Trust Company Americas and its past and
20 present Affiliates, Insiders, officers, directors, employees, agents, attorneys, and other
21 representatives.

22 14. "Document" is used in its broadest sense and shall be construed to include any
23 and all writings, whether drafts, preliminary, proposed, or final versions, printed, typed,
24 photographed, computer-generated, graphic or recorded matter of every type and description,
25 however and by whomever prepared, produced, reproduced, disseminated or made, in any form,
26 whether sent or received, including, without limitation, originals (or copies where originals are
27 unavailable) of all writings, letters, e-mail, minutes, correspondence, telegrams, telexes, cables,
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1 bulletins, instructions, notes, sound or video recordings of any type, memoranda, inter-office
2 Communications, including memoranda of telephone, personal or intra office conversations and
3 memoranda of meeting or conferences, studies, analyses, reports, catalogues, results of
4 investigations, contracts, licenses, agreements, working papers, statistical records, ledgers,
5 minutes, books of account, vouchers, invoices, charge slips, time sheets or logs, computer
6 diskettes, tapes or data, stenographers' notebooks, diaries, desk calendars, financial worksheets,
7 telephone bills or records, graphs, summaries, lists, tabulations, charts, maps, diagrams, blue
8 prints, tables, indices, pictures, advertisements, brochures, pamphlets, circulars, trade letters,
9 press releases, checks, check stubs receipts, invoices, vouchers, tape data sheets or data
10 processing cards or discs, or papers or items similar to any of the foregoing, however
11 denominated, now or at any time in your possession, custody, or control. "Documents" shall
12 also include (i) each copy that is not identical to the original or to any other copy and (ii) any
13 tangible thing that is called for, or identified in response to, any request. Without limiting the
14 term "control" as used above, a Document is deemed to be in the control of the responding party
15 if that party has the right to obtain the Document or a copy thereof from another Person or public
16 or private entity having actual possession thereof.

17 15. "Effective Date" shall have the definition provided under the PG&E/OCC Plan.

18 16. "Fact" shall include, without limitation, each and every act, omission, transaction,
19 circumstance, contention, occurrence and event.

20 17. "General Unsecured Creditor" shall mean a Creditor holding a Claim against the
21 Debtor's bankruptcy estate that is not secured under section 506 or entitled to priority under
22 section 507 of the Bankruptcy Code.

23 18. "Identify" means as follows:

24 (a) When used in reference to a Person, to state such Person's full name, last
25 known address and telephone number, last known business, last known
26 business address and telephone number, and last known employer and
27 position.
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- 1 (b) When used in reference to a Document, to state the type of document (e.g.,
2 letter, memorandum, telegram, chart, etc.), its date, its general subject
3 matter, and to identify each Person who prepared it, each Person who
4 received it, and each Person who presently has possession, custody or
5 control of it, or, if none, who last had possession, custody or control of it.
6 If any Document was but no longer is in your possession or control, state
7 what disposition was made of it and identify the Person responsible for
8 said disposition.
- 9 (c) When used in reference to a firm, to state its full name, type of entity (e.g.,
10 corporation, partnership, sole proprietorship, joint venture, etc.), its last
11 known address and telephone number, and the nature of its business.
- 12 (d) When used in reference to a Communication, to state the manner of
13 Communication (e.g., personal meeting, telephone conversation, in
14 writing, etc.) the date of the Communication, the place where the
15 Communication occurred, the general substance of the Communication,
16 and to identify each Person who made the Communication, each Person
17 present at the time said Communication was made, and each Person who
18 received said Communication.

19 19. "Impaired" shall have the meaning ascribed in section 1124 of the Bankruptcy
20 Code.

21 20. "Information" shall be expansively construed and shall include, without
22 limitation, facts, data, opinion, images, impressions, concepts and formulas.

23 21. "Insiders" shall have the meaning ascribed in section 101(31) of the Bankruptcy
24 Code.

25 22. "OCC" shall mean the Official Committee of Unsecured Creditors appointed in
26 the above-captioned case by the United States Trustee pursuant to Section 1102 of the
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1 Bankruptcy Code, a co-proponent of the PG&E/OCC Plan, and its past and present agents,
2 attorneys and other representatives.

3 23. "Person" shall have the meaning ascribed in section 101(41) of the Bankruptcy
4 Code.

5 24. "Petition Date" shall mean April 6, 2001, the date on which PG&E commenced
6 the above-captioned bankruptcy.

7 25. "PG&E" means Pacific Gas and Electric Company, co-proponent of the
8 PG&E/OCC Plan, and its past and present Affiliates, Insiders, agents, attorneys, officers,
9 directors, employees, representatives, subsidiaries and parent corporation.

10 26. "PG&E Corp." shall mean PG&E Corporation, co-proponent of the PG&E/OCC
11 Plan, and its past and present Affiliates, Insiders, officers, directors, employees, agents,
12 attorneys, and other representatives.

13 27. "PG&E/OCC Plan" shall mean that certain Composite of the Plan of
14 Reorganization Under Chapter 11 of the Bankruptcy Code for Pacific Gas and Electric Company
15 Dated June 27, 2003, filed by Respondents in the United States Bankruptcy Court for the
16 Northern District of California, as amended and modified.

17 28. "Possession" shall mean the possession or control of the Respondents,
18 Respondent's agents, employees, representatives, attorneys or any other Person from whom the
19 Respondents might obtain the requested Information or Document.

20 29. "Reimbursement Agreement" means the Reimbursement Agreement (Series B)
21 among Pacific Gas and Electric Company, Cooperatieve Centrale Raiffeisen-Boerenleenbank
22 B.A., "Rabobank Nederland," New York Branch, in its capacity as Issuing Agent and as Co-
23 Agent, The Fuji Bank, Limited, acting through its San Francisco Agency, in its capacity as
24 Administrative Agent, and The Banks Named Herein dated as of May 1, 1996.

25 30. "Relating to" means constituting, or directly or indirectly evidencing, mentioning,
26 describing, relating to, referring to, pertaining to, being connected with or reflecting upon the
27 stated subject matter.

31. "Respondents" shall mean, individually and collectively, PG&E, PG&E Corp. and the OCC.

32. "Requests" shall mean these written requests.

33. "Satellite" shall mean Satellite Senior Income Fund, Satellite Senior Income Fund II, and their past and present Affiliates, Insiders, officers, directors, employees, agents, attorneys, and other representatives.

34. "Settlement Motion" shall mean the Notice of Motion and Motion by Pacific Gas and Electric Company for Order (A) Approving Settlement and Support Agreement by and among Plan Proponents and Senior Debt Holders, (B) Authorizing Payment of Pre- and Post-Petition Interest to Holders of Undisputed Claims in Certain Classes, (C) Authorizing Payment of Fees and Expenses of Indenture Trustee's and Paying Agents and (D) Authorizing Debtor to Enter into Similar Agreements, dated March 5, 2002 and any Court hearings Concerning or relating to the Settlement Motion.

35. "Settlement Order" shall mean the Order on Motion by Pacific Gas and Electric Company for Order (A) Approving Settlement and Support Agreement by and among Plan Proponents and Senior Debt Holders, (B) Authorizing Payment of Pre- and Post-Petition Interest to Holders of Undisputed Claims in Certain Classes, (C) Authorizing Payment of Fees and Expenses of Indenture Trustee's and Paying Agents and (D) Authorizing Debtor to Enter into Similar Agreements, entered on March 27, 2002.

36. "Unsecured Claims Settlement" shall mean the Settlement Motion and Settlement Order as incorporated into the PG&E/OCC Plan.

37. "You" or "Your" shall mean Respondents.

INSTRUCTIONS

1. Respondents are requested to provide all Information, Documents and/or Communications in answer to each request within the knowledge or possession of its agents, attorneys, investigators, or the agents of the foregoing or any other Person who has made such

1 Information known to Respondents or from whom Respondents can obtain such Information. If
2 Respondents do not have certain of the requested Information in their immediate possession,
3 Respondents are requested to make reasonable and diligent efforts to obtain such Information,
4 and to describe such efforts and the results thereof in their answers if the Information is not
5 provided.

6 2. Pursuant to paragraph 10 of the Discovery Protocol in the event that any
7 Document, or any portion of any Document, within the scope of a Request is withheld from
8 production upon a claim of privilege, work product, or for any other reason, including, without
9 limitation, such Document was lost, destroyed or otherwise disposed of since its preparation or
10 receipt, you are requested to provide a list identifying each Document so withheld, together with
11 the following no later than October 13, 2003.

- 12 (a) a statement constituting the basis for any claim of privilege, work product,
13 or other ground of non-disclosure or non-production;
- 14 (b) if, applicable, the full particulars or circumstances whereby the Document
15 was lost, destroyed or otherwise disposed of; and
- 16 (c) a brief description of the Document including:
 - 17 (i) the type of Document;
 - 18 (ii) the date of the Document;
 - 19 (iii) the number of pages, attachments, and appendices;
 - 20 (iv) the name(s) of its author(s) or preparer(s) and an identification by
21 employment and title of each such Person;
 - 22 (v) the name(s) of each Person to whom the Document, or a copy
23 thereof, was sent, shown or made accessible, or to whom it was
24 explained, together with an identification of each such Person;
 - 25 (vi) the subject matter of the Document;
 - 26 (vii) last custodian of the Document or copies thereof; and
 - 27 (viii) the paragraph of this Request to which the Document relates.

1 3. In construing a Request, the singular includes the plural and vice versa; the
2 masculine includes the feminine and neuter genders; the past tense includes the present tense
3 where the clear meaning is not destroyed by the change in tense.

4 4. With respect to the Documents produced, you shall:

- 5 (a) produce them as they are kept in the usual course of business or shall
6 organize and label them to correspond with each numbered paragraph and
7 each lettered subparagraph of this Request in response to which such
8 Documents are produced;
- 9 (b) identify the source of each Document by department, division, and/or
10 Person; and
- 11 (c) bates stamp or otherwise provide an identifying code on each Document
12 produced.

13 5. If any of the Documents cannot be produced in full, produce to the extent
14 possible, specifying the reasons for the inability to produce the remainder.

15 6. If not otherwise specified, the Requests should be construed to require all
16 Information, Documents and/or Communications relevant to a Request for the time period of
17 May 1, 2000 to the date of Respondents' responses to the Requests.

18 7. The Requests shall be continuing, and supplemental responses hereto shall be
19 required immediately if Respondents obtain, or learn of the existence of, further or different
20 Information.

21 8. In furnishing responses to the Requests, Respondents are cautioned to omit
22 nothing by way of Information or detail; Claimants will assume that, where Information is not
23 provided, it does not exist and where detail is missing, it cannot be provided.

24 REQUESTS

25 **INTERROGATORY NO. 1** Identify each and every Person Respondents may call or
26 intend to call as a witness (expert or otherwise) to testify Concerning Respondents' basis for the
27 separate classifications of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC Plan.

DOCUMENT REQUEST NO. 1 Produce each Document that Respondents expect to introduce at trial in Concerning Respondents' basis for the separate classifications of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC Plan.

DOC. ID REQUEST NO. 1 Identify each Document that Respondents expect to introduce at trial Concerning Respondents' basis for the separate classifications of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC Plan.

INTERROGATORY NO. 2 Identify all Facts Concerning Respondents' basis for the separate classifications of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC Plan.

INTERROGATORY NO. 3 Identify each and every Person that Respondents may call or intend to call as a witness (expert or otherwise) Concerning the Class 4(f) Objection.

DOCUMENT REQUEST NO. 2 Produce each Document that Respondents expect to introduce at trial Concerning the Class 4(f) Objection.

DOC. ID REQUEST NO. 2 Identify each Document that Respondents expect to introduce at trial Concerning the Class 4(f) Objection.

INTERROGATORY NO. 4 Identify all Facts that Respondents intend to rely on to refute the claims or allegations raised by the Class 4(f) Objection.

INTERROGATORY NO. 5 With respect to each witness identified in Interrogatory Nos. 1 and 3, Identify:

- (a) His/her current occupation, address and telephone number;
- (b) The subject matter upon which he/she is expected to testify; and
- (c) Each factual basis for his/her anticipated testimony.

DOCUMENT REQUEST NO. 3 With respect to each expert witness identified in Interrogatory Nos. 1 and 3, produce a copy of each of the following Documents:

- (a) Each and every Document or source of Information upon which the expert relies in offering opinion testimony (including, but not limited to, references materials and literature);

- 1 (b) Each and every Document generated by or on behalf of the expert with
2 respect to this case; and
- 3 (c) A copy of the expert's current resume or curriculum vitae.
- 4 **DOCUMENT REQUEST NO. 4** With respect to each witness identified in Interrogatory
5 Nos. 1 and 3, produce those Documents, if any, which were provided to him/her by Respondents
6 for review.
- 7 **DOC. ID REQUEST NO. 3** With respect to each witness identified in Interrogatory
8 Nos. 1 and 3, Identify each Document, which was provided to him/her by Respondents for
9 review.
- 10 **DOCUMENT REQUEST NO. 5** With respect to each witness identified in Interrogatory
11 Nos. 1 and 3, produce those Documents, if any, which the Person will rely on, refer to, or utilize
12 in any way during his/her testimony.
- 13 **DOC. ID REQUEST NO. 4** With respect to each witness identified in Interrogatory
14 Nos. 1 and 3, Identify each Document, which the Person will rely on, refer to, or utilize in any
15 way during his/her testimony.
- 16 **INTERROGATORY NO. 6** Identify all Facts that support Your contention that Class 5
17 Claims are Impaired.
- 18 **INTERROGATORY NO. 7** Identify all facts to support Your contention that Class 4(f)
19 Claims are not Impaired.
- 20 **INTERROGATORY NO. 8** Describe in detail the treatment to be provided to certain
21 Creditors pursuant to the Unsecured Claims Settlement.
- 22 **INTERROGATORY NO. 9** Identify each and every Creditor that is to receive the
23 treatment provided pursuant to the Unsecured Claims Settlement including, but not limited to, a
24 fixed rate of interest.
- 25 **INTERROGATORY NO. 10** For each Creditor identified in response to Interrogatory
26 No. 9, Identify the type of Claim(s) the Creditor holds on account of which the Creditor is to
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1 receive the treatment provided pursuant to the Unsecured Claims Settlement (i.e., general
2 unsecured, unsecured priority, administrative or secured).

3 **INTERROGATORY NO. 11** For each Creditor identified in response to Interrogatory
4 No. 9, Identify the class(es) of Claims under the PG&E/OCC Plan to which the Creditors
5 claim(s), on account of which the Creditor is to receive the treatment provided pursuant to the
6 Unsecured Claims Settlement, is included.

7 **INTERROGATORY NO. 12** Identify all Creditors holding Class 5 Claims that are
8 receiving the treatment to be provided to certain Creditors pursuant to the Unsecured Claims
9 Settlement including, but not limited to, a fixed rate of interest.

10 **INTERROGATORY NO. 13** Identify all Creditors holding Class 5 Claims that are not
11 receiving the treatment to be provided to certain Creditors pursuant to the Unsecured Claims
12 Settlement including, but not limited to, a fixed rate of interest.

13 **INTERROGATORY NO. 14** Identify all General Unsecured Creditors excluding General
14 Unsecured Creditors holding Class 5 Claims that are receiving the treatment to be provided to
15 certain Creditors pursuant to the Unsecured Claims Settlement including, but not limited to, a
16 fixed rate of interest.

17 **INTERROGATORY NO. 15** Identify all General Unsecured Creditors excluding General
18 Unsecured Creditors holding Class 5 Claims that are not receiving the treatment to be provided
19 to certain Creditors pursuant to the Unsecured Claims Settlement including, but not limited to, a
20 fixed rate of interest.

21 **INTERROGATORY NO. 16** Identify all General Unsecured Creditors with contracts
22 with PG&E that provide for the payment of a fluctuating rate of interest that will receive a fixed
23 rate of interest pursuant to the Unsecured Claims Settlement.

24 **INTERROGATORY NO. 17** Identify all General Unsecured Creditors with contracts
25 with PG&E that provide for a fluctuating rate of interest that will receive a fluctuating rate of
26 interest under the PG&E/OCC Plan.

1 **INTERROGATORY NO. 18** Identify all Facts Concerning Your failure to provide
2 Creditors holding Class 4(f) Claims the treatment to be provided to certain Creditors pursuant to
3 the Unsecured Claims Settlement including, but not limited to, a fixed rate of interest.

4 **REQUEST TO ADMIT NO. 1** Admit that Class 4(f) Claims and Class 5 Claims are
5 "substantially similar" claims as that term is used in section 1122(a) of the Bankruptcy Code.

6 **INTERROGATORY NO. 19** If you do not unequivocally admit Request to Admit No. 1,
7 Identify all Facts upon which You base Your response.

8 **REQUEST TO ADMIT NO. 2** Admit that there is no business or economic justification
9 for the separate classification of Class 4(f) Claims and Class 5 Claims under the PG&E/OCC
10 Plan.

11 **INTERROGATORY NO. 20** If You do not unequivocally admit Request to Admit No. 2
12 Identify all Facts upon which You base Your response.

13 **REQUEST TO ADMIT NO. 3** Admit that the reason certain Creditors are receiving the
14 treatment to be provided pursuant to the Unsecured Claims Settlement including, but not limited
15 to a fixed rate of interest, and Creditors holding Class 4(f) Claims are not receiving such
16 treatment is because "[the Debtor] had adequate support for [sic] the plan . . . and [Class 4(f)]
17 wasn't needed to accomplish the necessary vote to support [the] plan" as testified to by Peter
18 Darbee on November 20, 2002.

19 **REQUEST TO ADMIT NO. 4** Admit that at the March 25, 2002 hearing on the Unsecured
20 Claims Settlement, the Court stated that "if the debtor consensually has said to this group, the
21 senior bondholder, we'll pay you seven plus interest rather than what Mr. Kornberg says could
22 maybe be four or three, then they've set the level of interest and if other classes at confirmation
23 are entitled to interest, it – they'll have to get that amount, too."

24 **REQUEST TO ADMIT NO. 5** Admit that at the March 25, 2002 hearing on the Unsecured
25 Claims Settlement, the Court stated that "If that provision is a – part of the deal with Class 5, and
26 other people like the fire suppression claims and tort claims come along and say, we're entitled
27 to the same treatment, then that's – the debtor's going to have to live with that."

1 **REQUEST TO ADMIT NO. 6** Admit that Respondents understood the statements made by
2 the Court quoted in Request to Admit No. 4 and Request to Admit No. 5 to mean that, if at
3 confirmation Class 5 Claims are given a fixed rate of interest under a plan of reorganization and
4 holders of Claims other than Class 5 Claims are entitled to the payment of interest, other classes
5 of Claims under a plan would be entitled to a fixed rate of interest.

6 **INTERROGATORY NO. 21** If You do not unequivocally admit Request to Admit No. 6
7 Identify Respondent's understanding of the statements made by the Court quoted in Request to
8 Admit No. 4 and Request to Admit No. 5.

9 **REQUEST TO ADMIT NO. 7** Admit that Exhibit A is a true and correct copy of the
10 Indenture of Trust Between California Pollution Control Financing Authority and Bankers Trust
11 Company, as Trustee dated as of May 1, 1996, Relating to \$160,000,00 California Pollution
12 Control Financing Authority Pollution Control Refunding Revenue Bonds (Pacific Gas and
13 Electric Company) 1996 Series B.

14 **DOCUMENT REQUEST NO. 6** If You do not unequivocally admit Request to Admit No. 7
15 produce the Indenture of Trust Between California Pollution Control Financing Authority and
16 Bankers Trust Company, as Trustee Dated as of May 1, 1996, Relating to \$160,000,00 California
17 Pollution Control Financing Authority Pollution Control Refunding Revenue Bonds (Pacific Gas
18 and Electric Company) 1996 Series B.

19 **REQUEST TO ADMIT NO. 8** Admit that Exhibit B is a true and correct copy of the
20 Reimbursement Agreement.

21 **DOCUMENT REQUEST NO. 7** If You do not unequivocally admit Request to Admit No. 8
22 produce the Reimbursement Agreement.

23 **REQUEST TO ADMIT NO. 9** Admit that Exhibit C is a true and correct copy of the
24 Irrevocable Letter of Credit No. SB13423 from Cooperatieve Centrale Raiffeisen-
25 Boerenleenbank B.A. ("Rabobank Nederland"), New York Branch to Bankers Trust Company,
26 as Trustee dated as of May 23, 1996.

1 **DOCUMENT REQUEST NO. 8** If You do not unequivocally admit Request to Admit No. 9
2 produce the Irrevocable Letter of Credit No. SB13423 from Cooperatieve Centrale Raiffeisen-
3 Boerenleenbank B.A. ("Rabobank Nederland"), New York Branch to Bankers Trust Company,
4 as Trustee dated as of May 23, 1996.

5 **REQUEST TO ADMIT NO. 10** Admit that Exhibit D is a true and correct copy of the
6 Remarketing Agreement between Pacific Gas and Electric Company and J.P. Morgan Securities
7 Inc. dated as of May 23, 1996.

8 **DOCUMENT REQUEST NO. 9** If You do not unequivocally admit Request to Admit No.
9 10, produce the Remarketing Agreement between Pacific Gas and Electric Company and J.P.
10 Morgan Securities Inc. dated as of May 23, 1996.

11 **REQUEST TO ADMIT NO. 11** Admit that Deutsche is the successor administrative agent
12 under the Reimbursement Agreement pursuant to the Instrument of Appointment and
13 Acceptance dated as of June 13, 2002 attached hereto as Exhibit E.

14 **INTERROGATORY NO. 22** If You do not unequivocally admit Request to Admit No.
15 11, Identify all Facts upon which You base Your response.

16 **REQUEST TO ADMIT NO. 12** Admit that on the Effective Date, pursuant to, among other
17 applicable provisions, section 2(a) of the Reimbursement Agreement, PG&E is required to pay to
18 the administrative agent, or any successor administrative agent, "any and all reasonable
19 expenses" incurred by the administrative agent, or any successor administrative agent, in
20 enforcing any rights it may have against PG&E under the Reimbursement Agreement including,
21 but not limited to, attorneys' fees and costs.

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2 **INTERROGATORY NO. 23** If You do not unequivocally admit Request to Admit No. 6
3 Identify all Facts upon which You base Your response.
4

5 DATED: August 29, 2003

KELLEY DRYE & WARREN LLP

6
7 By: 

Mark I. Bane
Attorneys for SATELLITE SENIOR
INCOME FUND, SATELLITE SENIOR
INCOME FUND II, and DEUTSCHE BANK
TRUST COMPANY AMERICAS, as
Successor Administrative Agent

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EXHIBITS

To obtain copies of the Exhibits please contact counsel for SATELLITE SENIOR INCOME FUND, SATELLITE SENIOR INCOME FUND II, and DEUTSCHE BANK TRUST COMPANY AMERICAS:

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