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UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Malaga Power, LLC

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Docket No. EC15-_____

**APPLICATION FOR AUTHORIZATION FOR
CONSOLIDATION OF JURISDICTIONAL FACILITIES AND
ACQUISITION OF AN EXISTING GENERATION FACILITY
AND REQUEST FOR EXPEDITED ACTION**

I. INTRODUCTION

Pursuant to sections 203(a)(1)(B) and (D) of the Federal Power Act, as amended (FPA),¹ and Part 33 of the regulations of the Federal Energy Regulatory Commission (FERC or Commission),² Malaga Power, LLC (Applicant) hereby requests Commission authorization for the consolidation of jurisdictional facilities and the acquisition of an existing generation facility that will result from Applicant's purchase of the Malaga Peaking Plant and associated interconnection facilities (the Facility) from Kings River Conservation District (KRCD). Following the proposed transaction (Transaction), Applicant will directly own 100% of the Facility.³

As demonstrated herein, the Transaction will not have any adverse effect on competition, rates, or regulation, and will not result in any cross-subsidization concerns.⁴

¹ 16 U.S.C. § 824b (2012).

² 18 C.F.R. Part 33 (2014).

³ While Applicant currently is not a public utility under the FPA, Applicant has filed a petition for market-based rate authorization that is pending in Docket No. ER15-876-000. Because Applicant will be a public utility at the time of consummation of the Transaction, Applicant submits this application pursuant to FPA sections 203(a)(1)(B) and (D). Applicant is not a holding company within the meaning of FPA section 203(a)(2).

⁴ See 18 C.F.R. § 2.26.

Accordingly, the Transaction is consistent with the public interest and should be authorized by the Commission pursuant to FPA section 203.

The parties intend to close the Transaction as soon as possible after Applicant obtains market-based rate authorization and the FPA section 203 authorization requested herein. Applicant has filed a petition for market-based rate authorization in Docket No. ER15-876-000 with a request for Commission action by February 17, 2015.

Accordingly, Applicant respectfully requests an abbreviated comment period and expedited action on this Application. Applicant submits that expedited consideration of this Application is warranted under the Commission's regulations to the extent that the Application is not contested, because the Transaction does not involve a merger or a traditional utility with a franchised service territory or captive customers, is consistent with Commission precedent, and does not require an Appendix A analysis.⁵ Therefore, Applicant respectfully requests Commission action on this Application on or before February 20, 2015, to the extent possible.⁶

II. COMMUNICATIONS

Communications regarding this Application should be addressed to the following individuals:

⁵ See *id.* § 33.11(b).

⁶ See Transactions Subject to FPA Section 203, Order No. 669, 113 FERC ¶ 61,315 at P 194 (2005), *order on reh'g*, Order No. 669-A, 115 FERC ¶ 61,097 at P 155 (2006) (establishing a 21-day notice period for section 203 applications that do not require a detailed Appendix A competitive analysis and do not raise cross-subsidization concerns).

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III. THE TRANSACTION

A. Parties to the Transaction

1. KRCD and the Facility

KRCD is a special district organized and existing under the laws of the State of California. KRCD is a leading resource management agency for the Kings River region of the San Joaquin Valley. As an instrumentality of the State of California, KRCD is not a public utility under the FPA.

KRCD currently owns 100% of the Facility. The Facility is a 121 MW (nameplate rating) and 96 MW (net rating) natural gas-fired generating facility located in Fresno County, California. The Facility is interconnected to the transmission system owned by Pacific Gas and Electric Company and operated by California Independent System Operator Corporation (CAISO).

2. Applicant

Applicant is a Delaware limited liability company formed for the purpose of acquiring the Facility. Applicant intends to operate as an exempt wholesale generator (EWG) under the Public Utility Holding Company Act of 2005.⁷ Applicant has filed a

⁷ Applicant intends to file a notice of self-certification of EWG status prior to consummation of the Transaction.

petition for market-based rate authorization that is pending before the Commission in Docket No. ER15-876-000. Applicant will sell all of the output from the Facility at wholesale pursuant to its market-based rate authorization.

Applicant is a direct wholly-owned subsidiary of Malaga Power Holdings, LLC (MPH), which, in turn, is a direct wholly-owned subsidiary of Cogentrix Malaga Power Holdings, LLC (CMPH). The sole member of CMPH is Carlyle Power Malaga Peaker, LLC (CPMP).

As of the closing of the Transaction, (i) CPMP will be controlled by Carlyle Power Opportunities Capital AIV, L.P. (CPOCP AIV) as its managing member, and (ii) Carlyle Power Opportunities Malaga Peaker Coinvest AIV, L.P. (CPOCP Malaga Coinvest) will hold non-managing membership interests in CPMP. CPOCP AIV and CPOCP Malaga Coinvest (collectively, the CPOCP Fund Vehicles) are investment fund vehicles sponsored and managed by The Carlyle Group or its affiliates. The Carlyle Group is a global alternative investment management firm that is a publicly traded entity listed on NASDAQ.

Each of the CPOCP Fund Vehicles has as its general partner Carlyle Power General Partner, L.P. (CPGP). The general partner of CPGP is TCG Power Opportunities, L.L.C., whose managing member, in turn, is TC Group Sub L.P. (TC Group Sub). The general partner of TC Group Sub is TC Group, L.L.C. (TC Group), whose sole member, in turn, is Carlyle Holdings I L.P. (Holdings I LP). The general partner of Holdings I LP is Carlyle Holdings I GP Sub L.L.C. (Holdings I GP Sub). Holdings I GP Sub is a direct wholly-owned subsidiary of Carlyle Holdings I GP Inc., which, in turn, is a direct subsidiary of The Carlyle Group.

Through The Carlyle Group, Applicant is affiliated with the following entities that collectively own or control 437 MW of electric generation capacity in the relevant market for the Facility – the CAISO balancing authority area (BAA):⁸

- CalPeak Power – Border LLC, CalPeak Power – Enterprise LLC, CalPeak Power – Panoche LLC, and CalPeak Power – Vaca Dixon LLC (collectively, the CalPeak Project Companies), each of which is an EWG that owns and operates a 49.5 MW (nameplate) electric generating facility (collectively, the CalPeak Facilities);
- Midway Peaking, LLC, an EWG that owns a 139.8 MW (nameplate) electric generating facility;
- Sunray Energy, LLC, the owner of a 13.8 MW (nameplate) solar qualifying facility (QF) and a 30 MW (nameplate) solar QF; and
- Bottle Rock Power, LLC, the owner of a 55 MW (nameplate) geothermal QF.

Applicant also is affiliated with CalPeak Power LLC (CalPeak Power), a power marketer with authorization to make wholesale power sales in the Southwest region only. CalPeak Power owns 100% of the CalPeak Project Companies. Except for its indirect ownership interest in the CalPeak Facilities, CalPeak Power does not own or control any electric generation facilities.

Neither Applicant nor any of its affiliates currently owns a 10% or greater voting interest in, controls, or operates any electric transmission or distribution facilities in the United States, except for the limited interconnection facilities required to connect individual generating facilities to the grid. Applicant is not affiliated with any public utility with a franchised electric service territory.

Applicant does not own or control any inputs to electric power production, including intrastate natural gas transportation, intrastate natural gas storage or distribution facilities; sites for generation capacity development; physical coal supply sources and

⁸ For a list of The Carlyle Group's U.S. energy affiliates, see [Exhibit B](#).

ownership of or control over who may access transportation of coal supplies. Through The Carlyle Group, Applicant is affiliated with entities that own or control inputs to electric power production, as defined in section 35.36 of the Commission's regulations.⁹ Specifically, The Carlyle Group is a sponsor of Carlyle/Riverstone Renewable Energy Infrastructure Fund I, L.P. (Renew Fund I), Carlyle/Riverstone Global Energy and Power Fund II, L.P. (Fund II), and Carlyle/Riverstone Global Energy and Power Fund III, L.P. (Fund III), in which The Carlyle Group shares control with Riverstone Holdings, LLC. Through its interests in Renew Fund I, Fund II, and Fund III, The Carlyle Group is affiliated with entities that own or control coal reserves, intrastate natural gas transportation, storage, or distribution facilities, and other potential inputs to electric power production.¹⁰

In the CAISO BAA, The Carlyle Group is affiliated with Wild Goose Storage, LLC (Wild Goose) through The Carlyle Group's interests in Fund II and Fund III. Wild Goose owns or controls an intrastate gas storage facility located in Butte County, California. Affiliates of The Carlyle Group also own or control sites for new generation capacity development in the CAISO BAA and other markets.¹¹

Outside of the CAISO BAA, The Carlyle Group is affiliated with Salt Plains Storage, LLC, which owns or controls an intrastate natural gas storage facility located in Oklahoma. In addition, through Fund III, The Carlyle Group holds non-passive interests in two entities that own or control coal reserves located in the market administered by

⁹ 18 C.F.R. § 35.36.

¹⁰ Through Renew Fund I, The Carlyle Group is affiliated with Green Earth Fuels, LLC, which owns and operates a biodiesel production facility located on the Houston Ship Channel. Biodiesel is used most commonly as a transportation fuel, but has potential use as an input to electric power production.

¹¹ See, e.g., Land Acquisition Report, Docket No. LA13-3-000 (Oct. 28, 2013).

PJM Interconnection, L.L.C. One affiliate, Foresight Reserves, LP (Foresight), owns or controls through its subsidiaries more than three billion tons of coal reserves in Illinois. Foresight has a strategic relationship with Natural Resource Partners, L.P. (NRP), a master limited partnership that owns and manages mineral reserve properties, leasing such properties to various operators for mining in exchange for royalty payments. Foresight owns both limited partner and general partner interests in NRP. A second affiliate, Targe Energy LLC, is based in Pittsburgh, Pennsylvania, and operates surface coal and limestone mines in Pennsylvania and reclaims coarse and waste coal mines in Pennsylvania.

Applicant is not affiliated with any other essential inputs to electricity products or electric power production, as defined in sections 33.4 or 35.36 of the Commission's regulations.¹²

B. The Transaction

Pursuant to the Transaction, KRCD will transfer ownership of the Facility and related facilities and equipment, contracts, and books and records to Applicant. KRCD will not retain any ownership interest in the Facility or its related assets following the Transaction. Accordingly, as a result of the Transaction, Applicant will be the sole owner and jurisdictional operator of the Facility.

The details of the Transaction are set forth in the Purchase and Sale Agreement dated January 7, 2015 (Purchase Agreement). A copy of the Purchase Agreement is included in confidential Exhibit I to this Application. Applicant requests confidential

¹² 18 C.F.R. §§ 33.4 and 35.36(a)(4).

treatment of the Purchase Agreement because it contains sensitive commercial and financial information that is not publicly available.

As described below, the Transaction will have no adverse effect on competition, rates, or regulation, and does not raise any cross-subsidization issues. Accordingly, Applicant requests that the Commission issue an order approving the Transaction as described herein.

C. Description of the Jurisdictional Facilities Affected by the Transaction

At the time of the Transaction, Applicant will be a public utility with a market-based rate tariff on file with the Commission. Through the Transaction, Applicant's jurisdictional facilities will be consolidated with the Facility's interconnection equipment, interconnection agreement, and books and records, which will become jurisdictional facilities upon consummation of the Transaction.

IV. REQUEST FOR PRIVILEGED AND CONFIDENTIAL TREATMENT

As noted above, pursuant to 18 C.F.R. § 388.112, Applicant requests privileged and confidential treatment of Exhibit I, because it contains sensitive commercial and financial information that is privileged or confidential and not publicly available. Should Exhibit I become public, it likely would harm the parties in future negotiations for similar transactions and in structuring future investments. Pursuant to 18 C.F.R. § 388.112(b)(2)(i), a proposed form of protective agreement is attached to this Application as Attachment 2.

V. REQUEST FOR SECTION 203 APPROVAL

A. Applicability of Section 203

Applicant seeks Commission authorization for the Transaction under sections 203(a)(1)(B) and (D). While Applicant currently is not a public utility, Applicant will have a market-based rate tariff on file with the Commission prior to the consummation of the Transaction to ensure uninterrupted power sales from the Facility. Therefore, Applicant will be a public utility at the time it acquires the Facility and related assets. Accordingly, Applicant requests authorization for the Transaction under FPA sections 203(a)(1)(B) and (D).

KRCD is not a public utility under the FPA and therefore is not subject to regulation under FPA section 203. Further, the Transaction is structured as an asset transfer and does not involve the acquisition of securities of, or merger or consolidation with, a transmitting utility, an electric utility company, or a holding company by another holding company within the meaning of FPA section 203(a)(2).

B. Satisfaction of Section 203 Criteria

Section 203(a) of the FPA provides that the Commission will approve jurisdictional transactions that are “consistent with the public interest.” As explained in the Merger Policy Statement and in Order Nos. 642 and 669,¹³ the Commission examines three factors in analyzing whether a proposed transaction is consistent with the public interest: (1) the effect on competition; (2) the effect on rates; and (3) the effect on

¹³ Inquiry Concerning the Commission’s Merger Policy Under the Federal Power Act: Policy Statement, Order No. 592, FERC Stats. and Regs. ¶ 31,044 (1996), order on reconsideration, Order No. 592-A, 79 FERC ¶ 61,321 (1997) (Merger Policy Statement); Order No. 642, 93 FERC ¶ 61,164 (2000), order on reh’g, Order No. 642-A, 94 FERC ¶ 61,289 (2001) (implementing the policies stated in the Merger Policy Statement); Transactions Subject to FPA Section 203, Order No. 669, 113 FERC ¶ 61,315 at P 194 (2005), order on reh’g, Order No. 669-A, 115 FERC ¶ 61,097 (2006), order on reh’g, Order No. 669-B, 116 FERC ¶ 61,076 (2006).

regulation. In addition, FPA section 203 requires a showing that a proposed transaction will not result in cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company. As explained below, the Transaction is consistent with the public interest, does not result in cross-subsidization, and should be approved.

C. No Adverse Effect on Competition

The Transaction does not raise horizontal market power concerns. Applicant currently is affiliated with approximately 437 MW of generation capacity in the relevant market, the CAISO BAA. With the additional 121 MW of nameplate capacity from the Facility that Applicant will acquire pursuant to the Transaction, Applicant and its affiliates will own or control only 558 MW in the CAISO BAA. This represents less than 1.0% of the total installed capacity in the CAISO BAA.¹⁴ Such a de minimis amount of overlap in the relevant market does not raise horizontal market power concerns. Accordingly, the Transaction will not result in any new affiliation or combination of electric generating assets that could have an impact on the competitive situation in the relevant market.

The Transaction also does not raise vertical market power concerns. The Transaction does not involve any transmission facilities (except for limited interconnection equipment necessary to connect the Facility to the grid) or any essential inputs to electricity products or electric power production. Further, none of Applicant or

¹⁴ The total installed capacity in the CAISO BAA is 57,956 MW, according to data submitted by the NRG MBR Entities on December 31, 2013, which was accepted by the Commission by letter order dated April 22, 2014. See NRG Power Marketing LLC et al., Notice of Non-Material Change in Status, Attachment A, Exhibit No. NRG-6, Docket Nos. ER10-1569-007, et al. (Dec. 31, 2013) (NRG Change in Status); NRG Power Marketing LLC et al., Letter Order, Docket Nos. ER10-1569-007, et al. (Apr. 22, 2014).

any of their affiliates owns a 10% or greater voting interest in or controls any electric transmission facilities in the United States.

As noted above, Applicant is affiliated with entities that own or control certain inputs to electric power production that are located within the CAISO BAA and other markets. The Commission has adopted a rebuttable presumption that affiliation with such inputs to electric power production does not allow an entity to erect barriers to entry.¹⁵ Therefore, the Transaction will have no adverse effect on vertical market power.

D. No Adverse Effect on Rates

The Transaction will have no adverse effect on rates. Applicant will obtain market-based rate authorization prior to consummation of the Transaction. Following the Transaction, all of the output from the Facility will be sold at wholesale under Applicant's market-based rate tariff. The Transaction does not involve transmission rates or transmission customers. Accordingly, the Transaction will have no adverse effect on wholesale ratepayers or transmission customers.

E. No Impairment of the Effectiveness of State or Federal Regulation

The Transaction will not affect the manner or extent to which the Commission, any state, or any other federal agency may regulate Applicant. The extent to which Applicant and its affiliates are subject to the jurisdiction of the Commission (or any other regulatory agency or office) will not change as a result of the Transaction.

F. No Potential for Cross-Subsidization

Section 203(a)(4) of the FPA requires the Commission to determine whether a transaction will "result in cross-subsidization of a non-utility associate company or the

¹⁵ Order No. 697 at P 1018.

pledge or encumbrance of utility assets for the benefit of an associate company” and, if so, whether the cross-subsidy, pledge, or encumbrance will be consistent with the public interest.¹⁶ The Commission has stated that the concern over cross-subsidization is principally a concern over the effect of a proposed transaction on captive ratepayers.¹⁷

Because none of the parties to the Transaction is a traditional public utility associate company that has captive ratepayers in the United States or that owns or provides transmission service over jurisdictional transmission facilities in the United States, the Transaction is within the scope of the “safe harbor” for transactions in which “no franchised public utility with captive customers is involved in the transaction”¹⁸ and does not raise any issue with respect to cross-subsidization. Further, because none of Applicant or Applicant’s affiliates is a public utility associate company that has captive customers in the United States or that owns or provides transmission service over jurisdictional transmission facilities in the United States, none of Applicant or any of Applicant’s affiliates has any existing pledges or encumbrances of public utility assets in the United States.

In Order Nos. 669, 669-A, and 669-B, the Commission established a four-part test that applicants must satisfy in order to demonstrate that the proposed transaction will not result in improper cross-subsidization, or the pledge or encumbrance of utility assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities. Under this test,

¹⁶ An associate company is any company in the same utility holding company system. A non-utility associate company is any associate company in a holding company system other than a public utility that has wholesale or retail customers served under cost-based rate regulation. See 18 C.F.R. § 33.1(b)(2) and (4).

¹⁷ Order No. 669 at P 167.

¹⁸ FPA Section 203 Supplemental Policy Statement, 120 FERC ¶ 61,060 at P 17 (2007).

the Commission examines whether, at the time of the transaction or in the future, the proposed transaction will result in: (i) any transfer of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company; (ii) any new issuance of securities by a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; (iii) any new pledge or encumbrance of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company; or (iv) any new affiliate contract between a non-utility associate company and a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under sections 205 and 206 of the FPA. None of these circumstances is present in this case.

Consistent with the requirements of Order Nos. 669, 669-A, and 669-B, Applicant includes verifications regarding each of these factors in Exhibit M to this Application, which relate to the time of the Transaction as well as the future, and are based on facts and circumstances known or reasonably foreseeable to Applicant.¹⁹ Accordingly, the Transaction does not raise any cross-subsidization concerns.

¹⁹ See Order No. 669 at P 169 (stating that such verifications may be accepted in lieu of any other explanation with respect to cross-subsidization and encumbrance concerns).

VI. INFORMATION AND EXHIBITS REQUIRED BY SECTION 33.2 OF THE COMMISSION'S REGULATIONS

In accordance with section 33.2 of the Commission's regulations, Applicant provides the following information:

(a) Name and principal business office of Applicant

Malaga Power, LLC
c/o Cogentrix Energy Power Management, LLC
9405 Arrowpoint Boulevard
Charlotte, NC 28273

(b) Names and addresses of the persons authorized to receive notices and communications

The names and addresses of persons authorized to receive notices and communications with respect to this Application are identified in Part II above.

(c) Description of Applicant, including

(1) Business activities of Applicant

The business activities of Applicant are described in Part III(A) above. Accordingly, Applicant requests a waiver of the requirement to file Exhibit A.

(2) Energy subsidiaries and energy affiliates and their business activities

The U.S. energy affiliates of Applicant are listed in Exhibit B to this Application. Because KRCD will no longer own any interest in the Facility following the Transaction, Applicant requests a waiver of the requirement to include any energy affiliates of KRCD in Exhibit B.

(3) Organizational charts

The Transaction will not affect the corporate structure of Applicant. Accordingly, Applicant requests a waiver of the requirement to file Exhibit C.

(4) Business agreements

See Exhibit D to this Application. The Transaction involves no jurisdictional arrangements among the parties apart from those described in Part III(B) above.

(5) Common officers or directors

There are no common officers or directors among KRCD, on the one hand, and Applicant and its affiliates, on the other hand. Therefore, Applicant requests a waiver of the requirement to file Exhibit E.

(6) Description of customers

See Exhibit F to this Application.

(d) Description of jurisdictional facilities

The jurisdictional facilities affected by the Transaction are described in Part III(C) above and Exhibit G.

(e) Narrative description of the Transaction

A description of the Transaction is set forth in Part III above, which includes identification of the parties, description of the jurisdictional facilities associated with or affected by the Transaction, and the effect of the Transaction on such jurisdictional facilities. Moreover, the consideration for the Transaction, as described in Exhibit I, is

the result of arm's-length negotiations among the parties to the Transaction.

Accordingly, Applicant requests a waiver of the requirement to file Exhibit H.

(f) Contracts related to the proposed Transaction

A copy of the Purchase Agreement is attached as Exhibit I. Applicant commits that the Transaction will be consummated in a manner consistent with that described in the Purchase Agreement and this Application. Pursuant to 18 C.F.R. § 388.112, Applicant requests confidential and privileged treatment of Exhibit I, as discussed in Part IV above. To the extent necessary, Applicant also requests a waiver of the requirements of 18 C.F.R. § 33.2(f) as to other incidental contracts and written instruments that may be entered into by the parties, none of which will be inconsistent with the Purchase Agreement or the description of the Transaction set forth in this Application.²⁰

(g) Consistency of the Transaction with the public interest

As discussed above in Part V, the facts provided in this Application are sufficient to demonstrate that the Transaction will be in the public interest. Accordingly, Applicant requests a waiver of the requirement to file Exhibit J.

(h) Maps

The Transaction does not involve a merger or other combination of any public utilities with franchised service territories. Accordingly, Applicant requests a waiver of the requirement of section 33.2(h) of the Commission's regulations to file Exhibit K.

²⁰ See EIF Berkshire Holdings, LLC, 116 FERC ¶ 61,273 (2006).

(i) Regulatory orders

Except for the Commission authorization requested herein, Applicant is not required to obtain any other licenses, orders, or approvals from other regulatory bodies in connection with the Transaction.²¹ Accordingly, Applicant requests a waiver of the requirement to file Exhibit L.

(j) Cross-subsidization

Because the Transaction does not involve a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, there is no issue with respect to cross-subsidization. Statements supporting the fact that the Transaction will not result in cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company are provided in Exhibit M.

VII. INFORMATION ON PROPOSED ACCOUNTING ENTRIES REQUIRED BY SECTION 33.5 OF THE COMMISSION'S REGULATIONS

Applicant is not required to maintain its books of account in accordance with the Commission's Uniform System of Accounts. Accordingly, section 33.5 of the Commission's regulations is not applicable to this Application.

VIII. VERIFICATIONS

Pursuant to section 33.7 of the Commission's regulations, a signed verification by an authorized individual having knowledge of the matters set forth in this Application is included as Attachment 1.

²¹ As indicated in the disclosure schedules to the Purchase Agreement, Applicant must obtain certain permit consents and approvals related to the operation of the Facility following the Transaction.

IX. CONCLUSION

For the reasons set forth above, Applicant requests that the Commission: (i) issue an order approving the Transaction; (ii) grant the waivers requested herein; and (iii) grant Applicant's request for confidential treatment of Exhibit I. Applicant respectfully requests that the Commission grant expedited treatment to this Application and issue its order on or before February 20, 2015, so as to permit closing on the Transaction as soon as possible thereafter.

Respectfully submitted,

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January 21, 2015

Exhibits A, C, E, H, J, K, and L

Applicant has requested a waiver of the requirement to file

Exhibits A, C, E, H, J, K, and L

Exhibit B

U.S. Energy Affiliates of The Carlyle Group

Affiliates of The Carlyle Group with Market-Based Rate Authority and Generation Assets¹
(as of January 2015)

Filing Entity and its Energy Affiliates	Docket # Where MBR Authority was Granted	Generation Name	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	In-Service Date	Nameplate and/or Seasonal Rating²
Somerset Operating Company, LLC	ER12-1562	Somerset Operating Company, LLC	Somerset Operating Company, LLC	Somerset Operating Company, LLC	N/A	NYISO	Northeast	06/2012	678 MW
Cayuga Operating Company, LLC	ER12-1563	Cayuga Operating Company, LLC	Cayuga Operating Company, LLC	Cayuga Operating Company, LLC	N/A	NYISO	Northeast	06/2012	313 MW
James River Genco, LLC (f/k/a James River Cogeneration Company)	ER08-202	James River Genco, LLC	James River Genco, LLC	James River Genco, LLC	N/A	PJM	Northeast	1/1998	114.8 MW
Portsmouth Genco, LLC (f/k/a Cogentrix Virginia Leasing Corporation)	ER08-201	Portsmouth Genco, LLC	Portsmouth Genco, LLC	Portsmouth Genco, LLC	N/A	PJM	Northeast	4/1998 5/1988	114.8 MW

¹ This chart does not include affiliates operating solely within the Electric Reliability Council of Texas, Inc. (ERCOT).

² All capacity ratings are nameplate unless otherwise indicated.

Filing Entity and its Energy Affiliates	Docket # Where MBR Authority was Granted	Generation Name	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	In-Service Date	Nameplate and/or Seasonal Rating²
Red Oak Power, LLC	ER01-2401	Red Oak Power, LLC	Red Oak Power, LLC	Red Oak Power, LLC	N/A	PJM	Northeast	2002	776 MW (summer rating)
Cogentrix of Alamosa, LLC	ER11-4050	Cogentrix of Alamosa, LLC	Cogentrix of Alamosa, LLC	Cogentrix of Alamosa, LLC	N/A	PSCo	Northwest	10/2011	30 MW
Coastal Carolina Clean Power, LLC	N/A (QF83-263)	Coastal Carolina Clean Power – Kenansville Facility	Coastal Carolina Clean Power, LLC	Coastal Carolina Clean Power, LLC	6/2006	CPLE	Southeast	2/2009 (refurbished)	27 MW (summer rating)
Cedar Bay Generating Company, Limited Partnership	N/A (QF89-126)	Cedar Bay Generating Company, Limited Partnership	Cedar Bay Generating Company, Limited Partnership	Cedar Bay Generating Company, Limited Partnership	N/A	JEA	Southeast	1/1994	291.6 MW
AL Sandersville, LLC	ER02-1024; ER04-1186; ER10-2150	AL Sandersville, LLC	AL Sandersville, LLC	AL Sandersville, LLC	N/A	SOCO	Southeast	6/2002	692 MW
Effingham County Power, LLC	ER01-1418	Effingham County Power, LLC	Effingham County Industrial Authority	Effingham County Power, LLC	12/1/2001	SOCO	Southeast	8/2003	596.6 MW
MPC Generating, LLC	ER02-1238; ER99-2324	MPC Generating, LLC	MPC Generating, LLC	MPC Generating, LLC	N/A	SOCO	Southeast	12/1999	386.1 MW

Filing Entity and its Energy Affiliates	Docket # Where MBR Authority was Granted	Generation Name	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	In-Service Date	Nameplate and/or Seasonal Rating²
Walton County Power, LLC	ER03-28; ER01-1310	Walton County Power, LLC	Walton County Power, LLC	Walton County Power, LLC	N/A	SOCO	Southeast	2/2001	494.1 MW
Washington County Power, LLC	ER03-398	Washington County Power, LLC	Development Authority of Washington County	Washington County Power, LLC	5/1/2001	SOCO	Southeast	6/2003	795.6 MW
Mid-Georgia Cogen L.P.	N/A	Mid-Georgia Cogen L.P.	Mid-Georgia Cogen L.P.	SOCO ³	6/1/1998	SOCO	Southeast	3/1998	323 MW
CalPeak Power LLC	ER06-1331	N/A (Power Marketer)	N/A	N/A	N/A	APS, BANC, CAISO, EPE, IID, LDWP, NEVP, PNM, SRP, TECP, TIDC, WALC	Southwest	N/A	N/A
Bottle Rock Power, LLC	N/A (QF95-284)	Bottle Rock Power Plant	Bottle Rock Power, LLC	Bottle Rock Power, LLC	N/A	CAISO	Southwest	9/2007 (refurbished)	55 MW

³ See the Southern Companies' Generation Resource Inventory filed in Docket Nos. ER10-2881-004, et al., on July 16, 2012.

Filing Entity and its Energy Affiliates	Docket # Where MBR Authority was Granted	Generation Name	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	In-Service Date	Nameplate and/or Seasonal Rating²
CalPeak Power – Border LLC	ER01-2547	CalPeak Power – Border Project	CalPeak Power – Border LLC	CalPeak Power – Border LLC	May 26, 2006	CAISO	Southwest	4th Quarter 2001	49.5 MW
CalPeak Power – Enterprise LLC	ER01-2546	CalPeak Power – Enterprise Project	CalPeak Power – Enterprise LLC	CalPeak Power – Enterprise LLC	May 26, 2006	CAISO	Southwest	4th Quarter 2001	49.5 MW
CalPeak Power – Panoche LLC	ER01-2543	CalPeak Power – Panoche Project	CalPeak Power – Panoche LLC	CalPeak Power – Panoche LLC	May 26, 2006	CAISO	Southwest	4th Quarter 2001	49.5 MW
CalPeak Power – Vaca Dixon LLC	ER01-2544	CalPeak Power – Vaca Dixon Project	CalPeak Power – Vaca Dixon LLC	CalPeak Power – Vaca Dixon LLC	May 26, 2006	CAISO	Southwest	4th Quarter 2001	49.5 MW
Midway Peaking, LLC (f/k/a Starwood Power - Midway, LLC)	ER08-110	Midway Peaking, LLC	Midway Peaking, LLC	Midway Peaking, LLC	N/A	CAISO	Southwest	2009	139.8 MW
Sunray Energy, LLC	N/A (QF85-504)	Solar Energy Generating System II	Sunray Energy, LLC	Sunray Energy, LLC	N/A	CAISO	Southwest	06/1988	30 MW

Filing Entity and its Energy Affiliates	Docket # Where MBR Authority was Granted	Generation Name	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	In-Service Date	Nameplate and/or Seasonal Rating²
Sunray Energy, LLC	N/A (QF84-434)	Solar Energy Generating System I	Sunray Energy, LLC	Sunray Energy, LLC	N/A	CAISO	Southwest	07/1984	13.8 MW
Malaga Power, LLC	ER15-876 (pending application)	Malaga Peaking Plant	Malaga Power, LLC	Malaga Power, LLC	N/A	CAISO	Southwest	09/2005	121 MW

**Affiliates of The Carlyle Group with Electric Transmission Assets
and/or Natural Gas Intrastate Pipelines and/or Gas Storage Facilities⁴
(as of January 2015)**

Filing Entity and its Energy Affiliates	Asset Name and Use	Owned by	Controlled by	Date Control Transferred	Balancing Authority Area	Geographic Region	Size
Salt Plains Storage, LLC	Salt Plains Storage, intrastate storage facility located in Grant County, Oklahoma	Niska Gas Storage Partners LLC	Niska Gas Storage Partners LLC	5/2010	SWPP	SPP	13 Bcf
Wild Goose Storage, LLC	Wild Goose Storage, intrastate storage facility located in Butte County, California	Niska Gas Storage Partners LLC	Niska Gas Storage Partners LLC	5/2010	CAISO	Southwest	50 Bcf

⁴ This chart does not include affiliates operating solely within ERCOT.

Exhibit D

Description of Business Agreements

The Transaction will involve no jurisdictional business arrangements apart from those described in this Application. In addition, the Transaction will involve no transmission facilities, apart from the disposition of limited interconnection facilities associated with the Facility. There are no strategic alliances, joint ventures, tolling arrangements, or other proposed business arrangements to which Applicant is a party that are affected by the Transaction other than as described herein.

Exhibit F

Description of Customers

Applicant will sell the output from the Facility at wholesale pursuant to a market-based rate tariff on file with the Commission. None of Applicant or any of its parent companies, subsidiaries, affiliates, and associate companies owns a 10% or greater voting interest in or controls any transmission facilities in the United States, other than the limited equipment necessary to connect individual generating facilities to the transmission grid. In any event, the Transaction does not involve any transmission rates or transmission customers. Therefore, the Transaction will not affect any wholesale ratepayers or unbundled transmission service customers.

Exhibit G

Description of Jurisdictional Facilities

At the time of the Transaction, Applicant will be a public utility with a market-based rate tariff on file with the Commission. Through the Transaction, Applicant's market-based rate tariff will be consolidated with the Facility's interconnection equipment, interconnection agreement, and books and records, which will become jurisdictional facilities upon consummation of the Transaction

Exhibit I

Contracts Related to the Transaction

Confidential Exhibit

Confidential Information
Has Been Removed for Privileged Treatment

Exhibit M**Verifications on Cross-Subsidization**

Because none of the parties to the Transaction is a traditional public utility with captive ratepayers in the United States or that owns or provides transmission service over jurisdictional transmission facilities in the United States, there is no issue with respect to cross-subsidization. Pursuant to section 33.2(j)(1) of the Commission's regulations, Applicant provides assurances and verifies, based on facts and circumstances known to Applicant or that are reasonably foreseeable, that the proposed Transaction will not result in, at the time of the Transaction or in the future, cross-subsidization of a non-utility associate company or pledge or encumbrance of utility assets for the benefit of an associate company, including:

- (1) Any transfer of facilities between a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, and an associate company;
- (2) Any new issuance of securities by a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company;
- (3) Any new pledge or encumbrance of assets of a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, for the benefit of an associate company;
or
- (4) Any new affiliate contract between a non-utility associate company and a traditional public utility associate company that has captive customers or that owns or provides transmission service over jurisdictional transmission facilities, other than non-power goods and services agreements subject to review under sections 205 and 206 of the FPA.

UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION

Malaga Power, LLC

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Docket No. EC15-_____

VERIFICATION

County of Mecklenburg

)

State of North Carolina

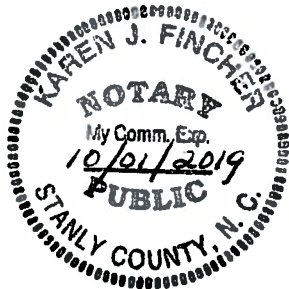
)

Jacob A. Pollack, being duly sworn, deposes and says: He is Senior Vice President and General Counsel of Cogentrix Energy Power Management, LLC and has the authority to verify the foregoing Application on behalf of Malaga Power, LLC and its affiliates. He has read the Application and, to the best of his knowledge, information and belief, all of the statements contained therein with respect to Malaga Power, LLC and its affiliates are true and accurate.

Jacob A. Pollack

Subscribed and sworn to before me on this 20th day of January, 2015.

Notary Public



Attachment 2

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Malaga Power, LLC

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Docket No. EC15-_____**PROTECTIVE AGREEMENT**

This Protective Agreement (“Agreement”) is entered into this ___ day of _____, 2015 by and between _____ (“Applicant”) and _____ (“Intervenor”), and shall govern the use of all Protected Materials produced by Applicant to Intervenor, or vice versa, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. EC__ - __ - __. Applicant and Intervenor are sometimes referred to herein individually as a “Party” or jointly as the “Parties.”

1. Applicant filed Protected Materials in the captioned Commission proceeding and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. § 382.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. Applicant and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. § 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party shall designate as protected those materials which contain critical energy infrastructure information, as defined in 18 C.F.R. § 388.113(c)(1) (“Critical Energy Infrastructure Information”).

3. Definitions – For purposes of this Order:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) any other materials that are made subject to this Protective Order by the Commission, by any court or other body having appropriate authority, or by agreement of the Participants; (D) notes of Protected Materials; and (E) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the

Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information—“Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly available files of the Commission or of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which becomes public knowledge, other than through disclosure in violation of this Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that have been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

(c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) an attorney retained by a Party for purposes of this proceeding;
- (2) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney described in Paragraph (3)(c)(1);
- (3) an expert or an employee of an expert retained by a Party for the purpose of advising, preparing for or testifying in this proceeding;
- (4) a person designated as a Reviewing Representative by order of the Commission; or
- (5) employees or other representatives of a Party with significant responsibility for matters involving this proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7–9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8–9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of electric generation or transmission assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Party shall seek agreement from the

Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

11. Subject to Paragraph 18, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the parties to the dispute shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 18 shall apply. The procedures described above shall not apply to Protected Materials designated by a Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information Do Not Release." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Party shall, upon the request of a Party, provide a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons.

13. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

14. Nothing in this Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

15. Nothing in this Agreement shall preclude any Party from requesting the Commission or any other body having appropriate authority to find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding.

16. The Parties may amend this Agreement only by mutual consent and in writing; provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

17. All Protected Materials filed with the Commission or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or other appropriate means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

18. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless,

be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. §§ 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

19. Nothing in this Agreement shall be deemed to preclude any Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

20. No Party waives the right to pursue any other legal or equitable remedies that may be available in the event of actual or anticipated disclosure of Protected Materials.

21. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: _____
By:

Name: _____
Name:

Title: _____
Title:

Representing Applicant

Representing Intervenor

**UNITED STATES OF AMERICA
FEDERAL ENERGY REGULATORY COMMISSION**

Malaga Power, LLC

)

Docket No. EC15-_____

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated _____ by and between [Applicant] and [Intervenor] concerning materials in Federal Energy Regulatory Commission Docket No. _____, that I have been given a copy of and have read the Protective Order, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with that Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: _____
Name:

Title: _____

Representing:

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