

IN THE SUPERIOR COURT OF THE STATE OF DELAWARE  
IN AND FOR NEW CASTLE COUNTY

NRG ENERGY INC.,

Plaintiff,

v.

JOHN A. HUGHES, SECRETARY,  
DELAWARE DEPARTMENT OF NATURAL  
RESOURCES & ENVIRONMENTAL  
CONTROL,

DELAWARE DEPARTMENT OF NATURAL  
RESOURCES & ENVIRONMENTAL  
CONTROL,

and,

STATE OF DELAWARE,

Defendants.

NON-ARBITRATION CASE

C.A. No. 07C-02-283FSS

**CONSENT ORDER**

WHEREAS, Defendants Secretary John A. Hughes and the Delaware Department of Natural Resources & Environmental Control (“DNREC”) issued Order No. 2006-A-0056, which adopted Regulation 1146 “Electric Generating Unit (EGU) Multi-Pollutant Regulation” (the “Regulation,” attached hereto as Exhibit 1) to reduce emissions of mercury (“Hg”), Sulfur Dioxide (“SO<sub>2</sub>”) and Nitrogen Oxides (“NO<sub>x</sub>”) effective December 11, 2006;

WHEREAS, Plaintiff, NRG Energy Inc., on behalf of itself and its subsidiaries, Indian River Power LLC and Indian River Operations Inc. (hereinafter “NRG”) has filed a complaint in this Court pursuant to 7 *Del. C.* § 6008(g) and 29 *Del. C.* § 10141 (“Complaint”) seeking

appellate review of DNREC Regulation 1146 and claiming that the Regulation is arbitrary, capricious and otherwise not in accordance with law;

WHEREAS, NRG has filed a Compliance Plan as required by Regulation No. 1146, which indicates that NRG will fail to comply with certain emissions reductions required by Phase I of Regulation 1146;

WHEREAS, DNREC has issued a Notice of Violation (“NOV”) to NRG based on the submitted Compliance Plan, which indicates expected non-compliance with Regulation 1146 (the Notice of Violation is attached hereto as Exhibit 2);

WHEREAS, NRG, Secretary Hughes and DNREC (collectively “Parties”) have agreed, and the Court so finds, that this Consent Order was negotiated at arms length and in good faith, will avoid protracted litigation over the validity and legality of both the Regulation and the Notice of Violation, and is fair, reasonable and in the interest of the Parties and the people of this State;

WHEREAS, the Parties agree that resolution of the NOV and NRG’s anticipated non-compliance with Regulation 1146 may be most expeditiously resolved in connection with resolution of NRG’s request for appellate review of Regulation 1146 before this Court;

WHEREAS, this Consent Order produces greater long-term environmental benefits for Delaware by requiring NRG to achieve emissions reductions beyond those required by the Phase II limits for SO<sub>2</sub> and NO<sub>x</sub> and to achieve mercury reductions prior to the dates required by Regulation 1146 while relieving NRG of certain obligations under Phase I of Regulation 1146;

NOW, THEREFORE, without any admission of fact or law, and without any admission of the potential violations alleged in the Complaint or listed in the Notice of Violation, and with the consent of the Parties, it is hereby ORDERED AND DECREED as follows:

## **I. JURISDICTION**

1. The Complaint states a claim for relief pursuant to 29 *Del. C.* § 10141 from a final agency regulation issued by DNREC over which this Court has jurisdiction.

2. This Court has jurisdiction over non-compliance with any rule or regulation duly promulgated by the Secretary of DNREC pursuant to 7 *Del. C.* § 6005(a).

## **II. APPLICATION, SCOPE AND TRANSFER**

3. The provisions of this Consent Order shall apply to and be binding upon DNREC and NRG, including NRG's officers, employees, agents, successors and assigns, and shall apply to the Indian River electric generating facility for the term of this Consent Order. In the event NRG elects to sell or transfer any of its assets or operations subject to the requirements of this Consent Order, it shall advise the purchaser or transferee or successor-in-interest (hereinafter "purchaser") in writing of the existence of this Consent Order before such sale or transfer. NRG shall at that time provide a copy of the Consent Order and shall send a copy of the written notification to DNREC at least 30 days prior to the proposed sale or transfer. Such notification may be submitted as confidential business information which DNREC shall not disclose publicly without NRG's prior written approval except as may be required by court order. This provision does not relieve NRG from having to comply with any applicable state or local regulatory requirement regarding notice and transfer of facility permits.

## **III. FACTUAL BACKGROUND**

4. NRG operates the Indian River coal-fired electric generating facility in Sussex County, Delaware (hereinafter "NRG's Indian River Facility").

5. Coal-fired electric generating units emit quantities of Hg, SO<sub>2</sub> and NO<sub>x</sub>.

6. On December 11, 2006, DNREC promulgated Regulation 1146 to reduce Hg, SO<sub>2</sub> and NO<sub>x</sub> from electric generating units including NRG's Indian River Units 1, 2, 3 and 4.

Regulation 1146 requires Hg, SO<sub>2</sub> and NO<sub>x</sub> emissions reductions in separate phases; Phase I starts in 2009 and Phase II starts in 2012 for SO<sub>2</sub> and NO<sub>x</sub> and in 2013 for Hg.

7. Regulation 1146 required NRG to submit a Compliance Plan by July 1, 2007, demonstrating how NRG intended to meet the requirements of Regulation 1146.

8. On June 29, 2007, NRG submitted its Compliance Plan, which indicated that it would not be able to install pollution reduction technologies in sufficient time to achieve the reductions on Units 1, 2, 3, and 4, necessary to comply with the required Phase I SO<sub>2</sub> and NO<sub>x</sub> reductions.

9. On September 10, 2007, DNREC issued a Notice of Violation alleging that NRG's Compliance Plan is deficient and in violation of the obligations of Regulation 1146.

#### **IV. GENERAL PROVISIONS REGARDING EMISSION REDUCTIONS**

10. NRG shall achieve the emission reduction and emission rate obligations set forth in this Consent Order through the installation of control technology, fuel switching, repowering, reduced utilization, temporary or permanent shut down of units, and/or any combination thereof. The emission reductions and emission rates required by this Consent Order shall not be construed to limit NRG's rights to receive, hold, sell or transfer any emission allowances for SO<sub>2</sub> and NO<sub>x</sub> that it currently owns or may receive through other federal or state programs or to use such allowances to comply with other federal or state programs. NRG may not utilize allowances issued through any state or federal program to comply with this Consent Order.

## **V. MERCURY EMISSION REDUCTIONS**

11. By no later than December 1, 2008, NRG will operate Units 1, 2, 3, and 4, so that Hg emissions from each Unit do not exceed 1.0 lb/tBtu heat input or shall install and operate control technology to capture and control a minimum 80 percent of baseline inlet mercury emissions.

12. Beginning on December 1, 2008, NRG shall not exceed annual Hg mass emissions limits for each of its units as follows: Unit 1 – 207 ounces; Unit 2 – 216 ounces; Unit 3 – 337 ounces; Unit 4 – 700 ounces. The first compliance demonstration shall be due 30 days after the end of the annual period (December 31, 2009), and successive annual demonstrations shall be submitted within 30 days of the end of each following calendar year.

13. NRG shall make reasonable efforts by May 1, 2011, to operate Units 3 and 4 in a manner so that Hg emissions from each Unit do not exceed 0.6 lb/tBtu heat input, or shall install and operate control technology to capture and control a minimum 90 percent of baseline inlet mercury emissions; however, NRG's compliance obligations shall be pursuant to Paragraph 14 below.

14. By no later than December 31, 2011, NRG shall operate Units 3 and 4 so that Hg emissions do not exceed 0.6 lb/tBtu heat input, or shall install and operate control technology to capture and control a minimum 90 percent of baseline inlet mercury emissions.

15. Beginning with the 2012 calendar year, NRG shall comply with and not exceed annual Hg mass emissions limits for each of its units as follows: Unit 1 – 82 ounces; Unit 2 – 86 ounces; Unit 3 – 134 ounces; Unit 4 – 278 ounces.

## **VI. NO<sub>x</sub> REDUCTIONS**

16. Upon signing the Consent Order, NRG shall optimize and begin year-round operation of the existing selective non-catalytic reduction (“SNCR”) pollution reduction equipment on Units 3 and 4.

17. By no later than May 1, 2008, NRG shall install and operate skid-mounted SNCR on Units 1 and 2 and shall maintain the NO<sub>x</sub> emissions from Units 1 and 2 at or below 0.30 lb/mmBtu on a 24-hour rolling basis after installation.

18. By May 1, 2011, NRG shall make reasonable efforts to operate Units 3 and 4 in a manner so that NO<sub>x</sub> emissions do not exceed 0.10 lbs/mmBtu on a 24-hour rolling basis; however, NRG’s compliance obligations shall be pursuant to Paragraph 22 below.

19. The ozone season runs yearly from May 1st through September 30th.

A. For the 2009 through 2011 ozone seasons, NRG shall comply with a facility-wide ozone season NO<sub>x</sub> emissions cap of 1,700 tons.

B. In the event NRG exceeds the 1,700 tons facility-wide ozone season NO<sub>x</sub> emissions cap specified in subparagraph A above, NRG shall pay to DNREC the following stipulated penalties pursuant to the procedures set forth in Paragraph 34:

1. \$750 per ton from 1,701 tons to 1,799 tons;
2. \$1,100 per ton from 1,800 to 1,999 tons;
3. \$2,000 per ton from 2,000 tons to 2,199 tons; and
4. \$2,500 per ton from 2,200 tons and more.

20. The substitute data protocol required by 40 C.F.R. Part 75 shall be utilized for determining total tonnage or assessing stipulated penalties pursuant to Paragraph 19 in the event that NRG fails to submit parameter monitoring data sufficient to demonstrate to DNREC’s satisfaction what actual NO<sub>x</sub> emissions were during any continuous emissions monitoring system outage.

21. For the calendar years 2009 through 2011, NRG shall submit an annual report of total facility-wide NO<sub>x</sub> emissions during the ozone season to DNREC within 30 days of the end of each ozone season.

22. By no later than December 31, 2011, NRG shall achieve NO<sub>x</sub> emission rates of no greater than 0.10 lbs/mmBtu on a 24-hour rolling basis on Unit 3 and Unit 4. NRG will take all necessary actions to incorporate this NO<sub>x</sub> limit into its operating permits.

#### **VII. SO<sub>2</sub> REDUCTIONS**

23. Between May 1, 2008 and January 1, 2012, NRG shall not receive any coal with a sulfur content exceeding 1.2 percent, except if NRG is able to accept enforceable limits of 0.20 lbs/mmBtu of SO<sub>2</sub> for each unit on a 24-hour rolling basis, in which case NRG may be relieved of the obligation to comply with the preceding sentence prior to January 1, 2012.

24. NRG shall make reasonable efforts by May 1, 2011, to operate Units 3 and 4 in a manner so that SO<sub>2</sub> emissions do not exceed 0.20 lbs/mmBtu per unit on a 24-hour rolling basis; however, NRG's compliance obligations shall be pursuant to Paragraph 25 below.

25. By no later than December 31, 2011, NRG shall operate Units 3 and 4 in a manner such that SO<sub>2</sub> emission rates do not exceed 0.20 lbs/mmBtu per unit on a 24-hour rolling basis. NRG will take all necessary actions to incorporate this SO<sub>2</sub> limit into its operating permits.

#### **VIII. OTHER COMMITMENTS**

26. Within 60 days after signing this Consent Order, NRG shall notify PJM and other pertinent or relevant entities of NRG's intent to moth ball Units 1 and 2 as required by the following two paragraphs (27 and 28). At the same time, NRG shall provide DNREC with a copy of the notice to PJM.

27. By no later than May 1, 2010, NRG shall discontinue operation of, and moth ball, Unit 2.

28. By no later than May 1, 2011, NRG shall discontinue operation of, and moth ball, Unit 1.

29. Paragraphs 27 and 28 do not preclude NRG from utilizing emission reductions beyond those required in Phase II for Units 1 and 2 for netting and offset purposes pursuant to the new source review or prevention of significant deterioration programs.

30. NRG shall not operate any effected Units beyond January 1, 2012, except in full compliance with the emissions limitations required by this Consent Order, Regulation 1146, and any other applicable federal or state requirements.

31. If PJM takes any formal administrative or judicial action to delay or prevent the planned moth-balling of Units 1 and 2, NRG shall oppose any such action. NRG shall provide DNREC with notice of the action taken by PJM on a timely basis so as to allow DNREC, at its discretion, to intervene in such action. If, notwithstanding NRG's opposition to any PJM action, NRG is ordered to continue operation of Unit 1 or 2 by the Federal Energy Regulatory Commission, a federal court or the Secretary of Energy, NRG shall not be deemed to be in violation of this Consent Order for the time period in which NRG may be so ordered to operate, as long as the Units operate in compliance with the emissions limitations that are contained within Regulation 1146 as it was promulgated effective December 11, 2006.

## **IX. PERMITTING**

32. This Consent Order is not a permit. Except as provided herein, this Consent Order in no way affects or relieves NRG of its responsibility to comply with all applicable federal, state and local laws, regulations and permits.

33. NRG shall apply for all necessary permits to effectuate the requirements of this Consent Order and, in particular, to seek to incorporate the SO<sub>2</sub> and NO<sub>x</sub> emissions limits in Paragraphs 22 and 25, above. DNREC agrees to make all reasonable efforts to timely issue any permits required under this Consent Order.

## **X. ENFORCEMENT/PENALTIES**

34. NRG shall pay stipulated penalties to DNREC, consistent with the requirements of Paragraph 19.B. Subject only to Paragraph 50 of this Consent Order, NRG shall pay such stipulated penalties upon written demand by DNREC no later than 30 days after NRG receives such demand. NRG shall make payment to DNREC by submitting a check payable to the State of Delaware, to Valerie S. Csizmadia, Deputy Attorney General, Department of Justice, 102 W. Water Street, 3<sup>rd</sup> Floor, Dover, DE 19904.

35. In the event that NRG disputes the demand for stipulated penalties pursuant to Paragraph 50, NRG shall within 30 days deposit the disputed amount in a commercial escrow account pending resolution of the matter. If the dispute is resolved in favor of NRG, the escrowed amount plus accrued interest shall be returned to NRG. If the dispute is resolved in favor of DNREC, then DNREC shall be entitled to the amount determined to be due by the Court, plus accrued interest on such amount from the date of deposit, from the escrow account. The balance of the escrow account, if any, shall be returned to NRG.

36. DNREC retains the right to seek to enforce the terms of this Consent Order, and to take any action authorized by federal or state law not inconsistent with the terms of this Consent Order to achieve or maintain NRG's compliance with the terms and conditions of this Consent Order.

37. At any reasonable time, an authorized representative of DNREC, including any independent contractors, upon presentation of credentials, shall have a right of entry upon the premises of NRG's Indian River facility for the purpose of monitoring compliance with the provisions of this Consent Order, including inspecting plant equipment, and inspecting and copying any records maintained by NRG by this Consent Order. Nothing in this Consent Order shall limit the preexisting authority of DNREC to conduct tests and inspections pursuant to any other applicable statutory or regulatory provision.

#### **XI. FORCE MAJEURE**

38. If an event occurs which causes or may cause a delay or impediment to performance in complying with any provision of this Consent Order, NRG shall notify DNREC in writing as soon as practicable, but in any event within 20 business days of when NRG first knew of the event or should have known of the event by the exercise of due diligence. In this notice NRG shall specifically reference this paragraph of the Consent Order and describe the anticipated length of time the delay may persist, the cause or causes of the delay, and the measures taken or to be taken by NRG to prevent or minimize the delay and the schedule by which those measures will be implemented. NRG shall adopt all reasonable measures to avoid or minimize such delays.

39. Failure by NRG to comply with the notice requirements of Paragraph 38 as specified above shall render this Section XI voidable by DNREC as to the specific event for

which NRG has failed to comply with such notice requirement, and, if voided, it shall be of no effect as to the particular event involved.

40. DNREC shall notify NRG in writing regarding its claim of a delay or impediment to performance within 20 business days of receipt of the Force Majeure notice required under Paragraph 38.

41. If DNREC agrees that the delay or impediment to performance has been or will be caused by circumstances beyond the control of NRG, including any entity controlled by it (including, without limitation, the issuance of an order by the Federal Energy Regulatory Commission, a federal court or the Secretary of Energy as discussed in Paragraph 31), and that it could not have prevented the delay by the exercise of due diligence, the parties shall stipulate to an extension of the required deadline(s) for all requirements(s) affected by the delay by a period equivalent to the delay actually caused by such circumstances, or such other period as may be appropriate in light of the circumstances. Such stipulation may be filed as a modification to this Consent Order by agreement of the parties pursuant to the modification procedures established in this Consent Order.

41A. If NRG is unable to operate in compliance with the emission requirements in paragraph 31 during the timeframe the Units are ordered to operate, DNREC and NRG agree to negotiate with urgency and in good faith regarding appropriate measures to minimize relevant emissions and establish enforceable interim limits including an expedited compliance schedule if necessary.

42. If DNREC does not accept NRG's claim of a delay or impediment to performance, NRG must submit the matter to this Court for resolution to avoid other enforcement. If NRG submits the matter to this Court for resolution and the Court determines

that the delay or impediment to performance has been or will be caused by circumstances beyond the control of NRG, including any entity controlled by it, and that it could not have prevented the delay by the exercise of due diligence, NRG shall be excused as to that event(s) and delay (including any penalties), for all requirements affected by the delay for a period of time equivalent to the delay caused by such circumstances or such other period as may be determined by the Court.

43. NRG shall bear the burden of proving that any delay of any requirement(s) of this Consent Order was caused by or will be caused by circumstances beyond its control, including any entity controlled by it, and that they could not have prevented the delay by the exercise of due diligence. NRG shall also bear the burden of proving the duration and extent of any delay(s) attributable to such circumstances. An extension of one compliance date based on a particular event may, but does not necessarily, result in an extension of a subsequent compliance date or dates.

44. Unanticipated or increased costs or expenses associated with the performance of NRG's obligations under this Consent Order shall not constitute circumstances beyond its control, or serve as the basis for an extension of time under this Section.

45. Notwithstanding any other provision of this Consent Order, this Court shall not draw any inferences nor establish any presumptions adverse to any party as a result of NRG delivering a notice of Force Majeure or the parties' inability to reach agreement.

46. As part of the resolution of any matter submitted to this Court under this Section, the parties by agreement, or this Court, by order, may in appropriate circumstances extend or modify the schedule for completion of work under this Consent Order to account for the delay in

the work that occurred as a result of any delay or impediment to performance agreed to by DNREC or approved by this Court.

## **XII. EFFECT OF SETTLEMENT**

47. Satisfaction of the requirements of this Consent Order constitutes full settlement of, and shall forever resolve all civil liability of NRG, including its subsidiaries, Indian River Power LLC and Indian River Operations Inc., to the State of Delaware for, noncompliance with the requirements of Regulation 1146, Section 8.2.4 (relating to the Compliance Plan), Section 5.1 (Phase I SO<sub>2</sub> Emissions Rate), and Section 4.1 (the Phase I NO<sub>x</sub> Emission Rate), Section 4.2 (NO<sub>x</sub> annual limit through December 31, 2011), Section 5.3 (SO<sub>2</sub> annual limit through December 31, 2011), and the NOV issued against NRG on September 10, 2007, related to the Compliance Plan submitted pursuant to Section 8.2.3 of Regulation 1146.

48. RESERVED.

## **XIII. GENERAL PROVISIONS**

49. Other Laws. This Consent Order in no way affects or relieves NRG of its responsibility to comply with all applicable federal, state and local laws, regulations and permits except as provided herein with respect to Regulation 1146 and the NOV.

50. Dispute Resolution. In the event of a dispute between the Parties as to the implementation of or compliance with the Consent Order, including the imposition of stipulated penalties, the Party raising the dispute must provide written notice to the other Party within 5 business days of determining that a dispute exists. The notice must describe the nature of the dispute and set forth the noticing Party's position with regard to such dispute. The Parties shall meet and confer within 30 days of the notice to make a good faith effort to resolve the dispute. If the Parties are unable to resolve the dispute through informal means within an additional 30

days, the Parties agree to submit the dispute to the Court for resolution pursuant to the Court's continuing jurisdiction as stated in Paragraph 61.

51. Third Parties. This Consent Order does not limit, enlarge or affect the rights of any party to this Consent Order as against any third parties except with respect to compliance with Regulation 1146.

52. Public Documents. All information and documents submitted by NRG to DNREC pursuant to this Consent Order shall be subject to public inspection, unless subject to legal privileges or protection or identified and supported as business confidential by NRG in accordance with the applicable state law and regulations.

53. Notice. Unless otherwise provided herein, notification to or communications with DNREC or NRG shall be deemed submitted on the date they are post marked and sent either by overnight receipt mail service or by certified or registered mail, return receipt requested. Except as otherwise provided herein, when written notification or communication is required by this Consent Order, it shall be addressed as follows:

As to NRG

Drew Murphy, Esquire  
General Counsel  
NRG Energy Inc.  
211 Carnegie Center  
Princeton, NJ 08540-6213

Rishad Patel  
Asset Manager  
NRG Energy Inc.  
211 Carnegie Center  
Princeton, NJ 08540

As to DNREC

Robert Clausen, Planner  
Air Quality Management  
Delaware Department of Natural Resources  
& Environmental Control  
156 S. State Street  
Dover, DE 19901

Ali Mirzakhali, Administrator  
Air Quality Management  
Delaware Department of Natural Resources  
& Environmental Control  
156 S. State Street  
Dover, DE 19901

Valerie S. Csizmadia  
Deputy Attorney General  
Department of Justice  
102 W. Water Street  
Dover, DE 19904

54. Either party may change either the notice recipient or the address for providing notices to it by serving the other party with a written notice setting forth such new notice recipient or address.

55. The undersigned representative of each Party to this Consent Order certifies that he or she is duly authorized by the Party whom he or she represents to enter into the terms and bind that Party to them.

56. The Parties shall bear their own costs and attorneys' fees related to this action as well as the action at the Environmental Appeals Board relating to the Regulation.

57. Effective Date. The effective date of this Consent Order shall be the date it is ordered and entered by this Court.

58. Modification. This Consent Order may be modified only by the written consent of DNREC and NRG or by Order of the Court.

59. Continuing Jurisdiction. This Court retains jurisdiction of this case after entry of this Consent Order to enforce compliance with the terms and conditions of this Consent Order and to take any action necessary or appropriate for its interpretation, construction, execution, or modification. During the term of this Consent Order, any party may apply to the Court for any relief necessary to construe or effectuate this Consent Order.

60. This Consent Order constitutes the entire agreement and settlement between the Parties.

#### **XIV. TERMINATION**

61. This Consent Order shall be subject to termination upon motion by DNREC or NRG after NRG satisfies all requirements of this Consent Order. The requirements for termination include payment of any stipulated penalties that may be due to the State of Delaware under this Consent Order, installation of control technology systems as specified herein and the performance of all other Consent Order requirements and the receipt of all permits specified herein. At such time, if NRG believes that it is in compliance with all the requirements of the Consent Order and have paid all stipulated penalties required by this Consent Order, then NRG shall so certify to DNREC, and unless DNREC objects in writing with specific reasons within 60 days of receipt of the certification, this Consent Order shall be terminated on NRG's motion. If DNREC objects to NRG's certification, then the Parties shall follow the dispute resolution procedures in Paragraph 52. In the event the matter is submitted to the Court for resolution pursuant to Paragraph 52, NRG shall bear the burden of proving that this Consent Order should be terminated. Termination of this Consent Order under this paragraph shall conclusively and finally establish that NRG has satisfied all of the requirements of this Consent Order for purposes of Paragraph 47 (effect of settlement).

FOR DEFENDANTS,

/S/ \_\_\_\_\_  
John A. Hughes, Secretary  
Department of Natural Resources  
& Environmental Control  
89 Kings Highway  
Dover, DE 19901

Date: September 24, 2007

/S/ \_\_\_\_\_  
Valerie S. Csizmadia, I.D. No. 3937  
Deputy Attorney General Attorney of  
Record for DNREC  
102 W. Water Street, 3rd Floor  
Dover, DE 19904  
(302) 739-4636

Date: September 24, 2007

FOR NRG ENERGY INC.

By: /S/ \_\_\_\_\_  
John Ragan  
Executive Vice President and Regional  
President, Northeast  
NRG Energy Inc.  
211 Carnegie Center  
Princeton, NJ 08540-6213

Date: September 18, 2007

/S/ \_\_\_\_\_  
Timothy Jay Houseal, Esquire, I.D. No. 2880  
Young Conaway Stargatt & Taylor, LLP  
The Brandywine Building  
1000 West Street, 17th Floor  
P.O. Box 391  
Wilmington, DE 19899-0391  
(302) 571-6682  
Attorney for Plaintiff NRG

Date: September 24, 2007

SO ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2007.

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Judge