VI. PROJECT TOMAS

ARTHUR ANDERSEN

Arthur Andersen LLP

Suite 1300
711 Louisiana Street
Houston TX 77002-2786
713 237 2323

December 11, 1997

Mr. David Maxey
Enron Corp.
1400 Smith Street
Houston, Texas 77251-1188

Dear Dave:

This letter further expands on our discussion regarding permanent gain deferral.

Basic Structure

The product is a technique through which a corporate partner may redeem its partnership interest while minimizing any potential tax consequences on the redemption. There are a number of variations of the technique and several implementation steps, depending on the particular facts. However, where a partnership currently exists, the implementation steps of the product are as follows:

1. The fair market value of the Enron's partnership interest is determined. Nonmarketable securities (or assets related to the business of the entity) in an amount equal to the fair market value of Enron's interest are purchased by the partnership.

2. The partnership transfers the nonmarketable securities to a corporation (newly formed or currently controlled by the partnership) in exchange for all of the stock of the corporation. § 351

3. Enron's entire partnership interest is redeemed by the partnership in exchange for the stock of the corporation controlled by the partnership. Enron becomes the parent of the corporation formerly controlled by the partnership (i.e., a subsidiary). § 732(b)

4. Enron later liquidates its subsidiary. The nonmarketable securities are distributed to the Enron. The tax basis of the nonmarketable securities is the fair market value of the Enron's former partnership interest (i.e., the purchase price cost basis of the securities). The nonmarketable securities are sold later to a third party. Effectively, Enron recognizes no gain or loss on the sale of its partnership interest. § 332

In the alternative, Enron holds appreciated property and may be able to use the product to permanently defer recognition of the current gain if it is willing to contribute the property to a

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partnership and wait the time period required. For example, forming a partnership with an affiliated entity may start the running of the seven-year clock until a "buyer" can be located.

There are several other variations of the technique that may better fit your particular fact situation and tolerance for risk.

What's the Benefit?

The benefits of the product are as follows:

(1) Partition of partnership activities. Provides Enron and its current partners with the ability to partition partnership assets in an economically efficient manner. Thus after the redemption, each party may devote its undivided attention to the particular segment of the partnership business in which it is most proficient.

(2) Resolution of partner disputes. The product provides a tax effective technique for Enron and its partners to resolve disputes. An opportunity for a tax-free redemption of unwanted partners is available.

(3) Stepped-up basis to remaining partners. Upon redemption of the partnership interest held by Enron, the partnership has the opportunity to make an election to increase the basis of its remaining assets so as to avoid the recognition of some of the gain inherent in the partnership's retained assets.

(4) Substantial tax savings to Enron on disposition. Without the technique, Enron upon selling its partnership interest or analyzing assets, would be subject to tax on the gain (at a potential maximum rate of 35 percent). With the technique, however, the entire gain is either eliminated or the tax is significantly minimized. The result is a substantial tax savings to the Enron.

(5) Gain deferral to noncorporate partners. The technique is available to noncorporate partners but gain deferral and not gain elimination is the goal.

(6) Basis step-up. A step-up of partnership assets to be sold is possible.

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Inherent Risk

As with other tax savings techniques, there is a potential risk that the Internal Revenue Service (IRS) may attempt to recast the transaction. For example, the IRS may seek to recast the transaction under the common law doctrines of business purpose, step transaction, and substance over form. Additionally, the IRS may argue that the product triggers the "avoidance or evasion of tax" provisions under I.R.C. § 269 or the Partnership Anti-Abuse Regulations. There is also a risk that Congress may change the law in this area as the technique was mentioned last April by the Joint Committee on Taxation as a possible target for legislative change. However, the inherent risk in the product will depend on your particular factual situation. At a minimum, we believe that substantial authority exist in support of the product. Because of the substantial benefits that the product provides, and the possibility of legislative action, you should be advised to utilize the technique now, as its shelf life may be limited.

I look forward to discussing this further with you.

Very truly yours,

ARTHUR ANDERSEN LLP

By
Robert P. Palmquist

MLP

Copies to:
Greek Rice
Bob Hermann

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Brian J. McGuire
Vice President
Bankers Trust Company

Bankers Trust
Architects of Value

September 15, 1998

Mr. Richard A. Causey
Senior Vice President and
Chief Accounting and Information Officer
Enron Corp.
P.O. Box 1188
Houston, Texas 77251

Dear Mr. Causey:

This letter is to confirm that Enron Corp. (the "**Company**") has engaged Bankers Trust Company ("**Bankers Trust**") as its exclusive financial advisor in connection with structuring and establishing a limited partnership (the "**Partnership**" or the "**Partnership Transaction**") to acquire and manage a leasing portfolio currently owned by Portland General Holdings, Inc. ("PGH").

The Partnership will be structured substantially as described during recent conversations between representatives of the Company and representatives of Bankers Trust, and otherwise as agreed to between the Company and Bankers Trust. PGH will make a capital contribution to the Partnership consisting of a portfolio of leased assets (the "**Leased Assets**") subject to non-recourse debt and the stock of a wholly-owned subsidiary (the "**PGH Subsidiary**"), and will in return receive a limited partnership interest. As part of PGH's capital contribution to the Partnership, the Partnership will assume a recourse debt obligation of PGH which is payable to Toronto Dominion (Texas), Inc. Affiliates of Bankers Trust Corporation will contribute cash to the Partnership, and will in return receive general partnership interests in the Partnership.

Upon the terms and subject to the conditions set forth below (the "**Agreement**"), Bankers Trust is retained as exclusive financial advisor to the Company and any of its applicable affiliates with respect to structuring the Partnership Transaction.

1. **Services.** At the request of the Company, Bankers Trust will use its best efforts to perform the following services in connection with the Partnership Transaction:

   a) advise and assist in designing an appropriate structure for the proposed Partnership Transaction;

b) assist in the preparation of financial analysis and computer modeling with respect to the Partnership Transaction to the extent requested by the Company, it being understood that all results of the use of such model shall be the responsibility of the Company;

c) work with legal counsel, accountants and other relevant parties to document and close the Partnership Transaction; and

d) perform such other investment banking and financial advisory services related to or arising out of the services described in this paragraph 1, as Bankers Trust and the Company may from time to time agree.

2. **Compensation.** In consideration of the services rendered by Bankers Trust, the Company agrees to pay, or cause to be paid, to Bankers Trust a non-refundable cash fee, in the aggregate amount of $10,000,000 subject to any reduction pursuant to the terms hereof. The foregoing notwithstanding, (a) Bankers Trust will be paid $5,000,000 upon the "Closing" of the Partnership Transaction and an additional $625,000 on each March 31, June 30, September 30 and December 31 of the years 1999 and 2000, beginning March 31, 1999 and ending December 31, 2000 and (b) if a change in law or accounting rule (or the enacted effective date thereof) prior to December 31, 2000 materially reduces the Company's expected accounting reporting treatment of the Partnership Transaction under GAAP (as hereinafter defined), the portion of such fee which has not been paid to Bankers Trust at such time will be forfeited by Bankers Trust.

For the purposes of this Agreement, (a) "GAAP" means generally accepted accounting principles in effect in the United States as in effect from time to time as applied to the Partnership Transaction, and (b) the "Closing" is deemed to have occurred upon PGH's initial contribution of Leased Assets and the PGH Subsidiary to the Partnership.

It is understood that the foregoing fee does not include fees for additional services including services provided to the Company, its affiliates or the Partnership under other engagement letters and other services such as leased asset management and disposition fees, swaps, bridge financing, valuation services, commitment fees, and fees and expenses for other parties involved in the transaction (e.g., trustee fees and expenses).

3. **Indemnification.** The Company hereby agrees to indemnify and hold harmless Bankers Trust and its affiliates and their respective directors, officers, employees, agents and representatives (collectively, "**Indemnified Persons**") from and against all losses, claims, damages, liabilities, costs and expenses incurred by any of them (including fees and disbursements of legal counsel) which (i) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in any information provided by the Company in connection herewith or arise out of or are based upon any omission or alleged omission to state therein any material fact necessary to make the

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statements therein not misleading, or (ii) are otherwise related to or arise out of or in connection with the services contemplated hereby, and the Company will reimburse Bankers Trust and each other Indemnified Person for all reasonable expenses (including fees and disbursements of legal counsel) as they are incurred in connection with investigating, preparing or defending any such action or claim, whether or not in connection with pending or threatened litigation in which Bankers Trust or such other Indemnified Person is a party. The Company will not be responsible, however, for any losses, claims, damages, liabilities, costs or expenses of any Indemnified Person pursuant to clause (ii) in the preceding sentence to the extent they result primarily from the bad faith or recklessness of such Indemnified Person. The Company also agrees that neither Bankers Trust, nor any other Indemnified Person, shall have any liability to the Company for or in connection with the services contemplated hereby except for such liability for losses, claims, damages, liabilities, costs or expenses incurred by the Company to the extent they result primarily from Bankers Trust's bad faith or recklessness (provided, however, that this limitation is not intended to and does not limit responsibilities and/or liabilities under any other written agreements with the Company). If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold any Indemnified Person harmless, then the Company shall contribute to the amount paid or payable by it and Bankers Trust as a result of such losses, claims, damages, liabilities, costs or expenses in such proportion as is appropriate to reflect the relative benefits received by the Company on one hand and Bankers Trust on the other hand, as well as any relevant equitable considerations. The amount paid or payable by a party as a result of losses, claims, damages, liabilities, costs or expenses shall be deemed to include any reasonable legal or other fees or expenses incurred in defending any action or claim. In no event shall the Company be liable to any Indemnified Person for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement for any failure of performance related hereto howsoever caused, whether or not arising from the Company's sole, joint or concurrent negligence. The Indemnified Persons shall not be required to contribute in the aggregate any amount in excess of the amount of fees actually received by Bankers Trust hereunder.

4. **Additional Services.** If the Company requests Bankers Trust to perform services not contemplated by this Agreement, or if the terms and conditions of Bankers Trust's engagement change, Bankers Trust's compensation therefor will be determined through negotiations conducted in good faith, and the terms of such engagement will be set forth in a separate written agreement between the Company and Bankers Trust. Nothing in this Agreement is intended to obligate or commit Banker Trust or any of its affiliates to provide any services other than as set out herein.

5. **Affiliate Services.** In connection with the services to be provided hereunder. Bankers Trust may employ the services of its affiliates, including BT Alex Brown Incorporated. Bankers Trust may share with any of its affiliates any non-public

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information related to the Company or the contemplated Partnership Transaction. The term "affiliate" as used herein shall have the meaning ascribed to such term in the rules and regulations promulgated under the Securities Exchange Act of 1934, as amended.

6. **Survival.** Bankers Trust's engagement hereunder may be terminated at any time by either Bankers Trust or the Company by prior written notice thereof to the other party, provided that the indemnification provisions set out in Paragraph 3, the compensation provisions outlined in Paragraph 2, and the representations and warranties of the Company contained herein, shall remain operative and in full force and effect and shall survive such termination. The indemnity obligations of the Company hereunder and referred to herein shall be in addition to any liability the Company may otherwise have.

7. **Information.** The Company agrees to furnish Bankers Trust with such information as Bankers Trust reasonably requests in connection with its engagement hereunder. The Company recognizes and confirms that Bankers Trust (i) will be relying solely on such information and other information available from generally recognized public sources in performing the services contemplated hereunder, (ii) will not independently verify the accuracy or completeness of such information, (iii) does not assume responsibility for the accuracy or completeness thereof, and (iv) will make appropriate disclaimers consistent with the foregoing.

8. **Counterparts, Etc.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof and cannot be amended or otherwise modified except in writing executed by the parties hereto. Bankers Trust may transfer or assign, in whole or from time to time in part, to one or more of its affiliates its rights and obligations hereunder, but no such transfer or assignment will relieve Bankers Trust of its obligations hereunder without the prior written consent of the Company. The provisions hereof shall inure to the benefit of and be binding upon the successors and assigns of the Company and Bankers Trust and their respective affiliates.

9. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICTS OF LAWS PROVISIONS THEREOF.

10. **Notices.** Notice given pursuant to any of this Agreement shall be in writing and shall be mailed or delivered (a) to the Company, at its office at the address set forth above and (b) to Bankers Trust, at its offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, Attention: Mr. Brian McGuire.

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Mr. Richard A. Causey
September 15, 1998
Page 5

11. **Bankers Trust Advice, Role, Etc.** No opinion or advice rendered by Bankers Trust, whether formal or informal, may be publicly disclosed nor may the Company refer to Bankers Trust's role in the contemplated Partnership Transaction without Bankers Trust's prior written consent. The Company confirms that it will rely on its own counsel, accountants and other similar expert advisors for legal, accounting, tax and other similar expert advice. Moreover, the Company understands and agrees that Bankers Trust makes no representation or warranty as to the tax or accounting consequences of the Partnership Transaction. The Company further agrees that neither Bankers Trust nor any of its directors, officers, employees, agents or representatives shall have any liability to the Company or its representatives resulting from the Company's use of the form of structure to be used in the Partnership Transaction.

12. **No Right in Shareholders, Etc.** The Company recognizes that Bankers Trust has been retained only by the Company, and that the Company's engagement of Bankers Trust is not deemed to be on behalf of and is not intended to confer rights upon any shareholder, owner or partner of the Company or any other person not a party hereto as against Bankers Trust or any of Bankers Trust's affiliates or the respective directors, officers, agents, employees or representatives of Bankers Trust or Bankers Trust's affiliates. Unless otherwise expressly agreed, no one other than the Company is authorized to rely upon the Company's engagement of Bankers Trust or any statements, advice, opinions or conduct by Bankers Trust.

If the Company is in agreement with the foregoing, please sign and return one copy of this letter which will thereupon constitute the agreement of the parties hereto with respect to the subject matter of this letter.

BANKERS TRUST COMPANY

By: ______________________

Brian J. McGuire
Vice-President

jaa

Agreed and Accepted:

ENRON CORP.

By: ______________________

Richard A. Causey
Senior Vice President and Chief Accounting and Information Officer

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** TOTAL PAGE.006 **

ENRON RISK ASSESSMENT AND CONTROL
DEAL APPROVAL SHEET

DEAL NAME: Project Tomas Windup
Counterparty: Deutsche Bank / Bankers Trust Corp.
Business Unit: Corporate Tax
Business Unit Originator: R. Davis Maxey
☐Public ☒Private
☒Merchant ☐Strategic
☒Conforming Nonconforming

Date DASH Completed: September 26, 2000
RAC Analyst/Underwriter: NA/David Gorte
Investment Type: Divestiture for Non-Cash Consideration
Capital Funding Source(s): Self-Funded by Project
Expected Closing Date: October 2, 2000
Expected Funding Date: N/A
Board Approval: ☐Pending ☐Received ☐Denied ☒N/A

RAC Recommendation: ☒Proceed with Transaction ☐Returns below Capital Price ☐Do not Proceed

APPROVAL AMOUNT REQUESTED

Approve the receipt of the retirement distribution from Seneca Leasing Partners, L.P. ("Seneca") to Enron's affiliate, PGH Leasing, LLC ("PGH Leasing") consisting of (1) a demand note receivable from Bankers Trust Corp. ("Bankers Trust") in the amount of approximately $226 million (including accrued interest) and (2) three aircraft subject to leases (value of approximately $47 million). Also part of the retirement will be the assumption by PGH Leasing of approximately $160 million of Seneca's demand note payable to Bankers Trust; such assumption of debt is necessary because the value of the assets received exceeds PGH Leasing's entitlement upon retirement (its marked-to-market capital account in Seneca of $113 million).

EXPOSURE SUMMARY

This transaction:	$ 222,308,495	Demand Note from Bankers Trust
	4,168,453	Accrued interest on demand note from Bankers Trust
Sub-total, Money Market	$ 226,476,948	
Aircraft Leases	47,311,782	
Total	$ 273,788,730*	

*Because of the near-cash, money market nature of this Bankers Trust demand note obligation, an imputed credit reserve amount equal to $200,000 associated with this Bankers Trust exposure. This amount, plus the amount of the aircraft leases, a total of $47,511,782, was used as the approval amount.

TRANSACTION SOURCES AND USES OF FUNDS

	Sources		Uses
Liquidation of interest In Seneca	$273,788,730	Bankers Trust Note (including accrued interest)	$226,476,948
		Leased Aircraft	47,311,782
	$273,788,730		$273,788,730

RETURN SUMMARY

This transaction represents a liquidation of Enron's interest in Seneca for appraised, or estimated fair market, value. This transaction is expected to generate approximately $40 million of pre-tax accounting income upon its consummation.

CASH FLOW SUMMARY

The Bankers Trust note will be called before December 31, 2000. The leased aircraft have leases terminating in 2006 (Continental DC-9-82) and 2002 (United 747-200); a Hawker 800XP leased to Enron will also be acquired and may be liquidated at any time.

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DEAL DESCRIPTION

Enron Corp. ("Enron") seeks approval for its subsidiary, PGH Leasing, to accept a $222 million demand note from Bankers Trust (plus accrued interest) and three aircraft leased to other parties (value of $47 million), and to assume debt of approximately $160 million, upon PGH Leasing's retirement as limited partner from Seneca. Bankers Trust is rated "A" by Standard & Poors and "A2" by Moody's. Deutsche Bank AG acquired Bankers Trust in 1999.

Background. Portland General Holdings, Inc. ("PGH"), as a limited partner, entered into the Seneca partnership with two Bankers Trust subsidiaries in September 1998. At that time, PGH contributed its portfolio of leveraged leased assets (approximately 17 portfolios, including commercial aircraft, railcars, containerships, and manufacturing facilities

Retirement. Under the terms of Seneca's partnership agreement, after September 30 2000, PGH Leasing has the right to retire from the partnership. Seneca gave notice in June 2000, asking the partnership to initiate a valuation of the partnership assets. Based on the outcome of the valuation, the general partners will mark the partnership assets to market.

The valuation process is nearing completion, and the anticipated retirement date for PGH Leasing from Seneca is October 2, 2000. Based upon initial estimates, the value of PGH Leasing's interest in Seneca should be approximately $113 million.

Distribution to Retiring Partner. Upon retirement, PGH Leasing will receive assets as a distribution from the partnership in exchange for its partnership interest. The value of these assets exceeds the amount of Seneca value allocable to PGH Leasing, so PGH Leasing will also assume a portion of the partnership's debt payable to Bankers Trust as part of the retirement distribution.

The terms of the note receivable from Bankers Trust provide for payment of all or any part of the principal amount due on the day following demand for such payment. Interest is payable at the end of each quarter, or if demand is made for repayment of the principal in full, on the date such principal repayment is due. Interest accrues on outstanding principal at the rate of LIBOR plus .35%.

We anticipate that Bankers Trust will call the portion of the Seneca debt assumed by PGH Leasing (approximately $160 million) on or soon after the retirement date. We further anticipate that the note receivable, payable from Bankers Trust ($226 million including accrued interest) will not be called until some time after the retirement date (but in any event prior to the end of the year). Even if the note payable to Bankers Trust were to remain outstanding, the two notes do not provide for any right of offset with each other in the event of default (or for any other reason).

Benefit to Enron. Enron anticipates generating pretax accounting income from this transaction of approximately $40 million. This income value reflects the valuation of PGH Leasing partnership interest, as described above, less PGH Leasing's basis in its partnership interest of approximately $72 million.

TRANSACTION UPSIDES/OPTIONALITY
(include chart to show impact if appropriate)

None.

EXIT STRATEGY (Merchant investments only)

Payment on the Bankers Trust demand note can be demanded at any time following the Retirement Date. Demand will be made on this note prior to December 31, 2000. The aircraft leased to United and Continental are expected to be sold upon lease termination; Enron is expected to use the Hawker aircraft acquired for its corporate purposes, but because this is an intercompany lease, flexibility with respect to the disposition of this aircraft exists.

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RISK MATRIX (Maximum 5)

DESCRIPTION	MITIGATION/COMMENTS
Credit Risk	The principal credit risk is to Bankers Trust. Bankers Trust is rated "A" by Standard & Poors and "A2" by Moody's. Due to the short-term nature of this exposure and the pricing of this note at LIBOR + 0.35%, at market for this note, the pricing of this note compensates Enron adequately for this risk. Additional credit risks arise from secured exposures to Continental and United Airlines, rated (unsecured) BB-/Ba2 and BB+/Baa3, respectively, by S&P and Moody's. The lease rates are deemed to be market for secured credits to these lessees.
Aircraft Valuation Risk	At lease termination, Enron will have the residual value risk related to the leased aircraft. An independent appraisal of this residual value corroborating the valuation of these leased aircraft has been received.

KEY SUCCESS FACTORS

	NA	Poor ... Excellent
Core Business		X
Strategic Fit		X
Upside Potential		X
Management	X	
Risk Mitigation		X

TRANSACTION MILESTONES:

1. Update on status of call of Bankers Trust Note — November 15, 2000
2. Confirmation that Bankers Trust Note has been called, if not by November 15, 2000 — December 15, 2000

OTHER RAC COMMENTS:

APPROVALS	Name	Signature	Date
Regional Mgmt.	Rick Causey	[illegible]	9-28-00
Legal	Ann Ballard	[illegible]	September 27, 2000
RAC Management	Rick Buy/David Gorte	[illegible]	27 September 2000
Enron Capital Management	Andy Fastow/Ben Glisan	[illegible]	9-28-00
ENE Management	Jeff Skilling/Joe Sutton	[illegible]	9-28-00
Other - Tax	Davis Maxey	[illegible]	9/28/00
ENE Office of the Chairman	Jeff Skilling	[illegible]	9/30/00

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Global Finance Summary (addendum to DASH)

1. Transaction Summary
   Retirement of PGH Leasing as Limited partner of Seneca

	Amount ($000)
Total Deal/Project Capital Commitment	$
Less: Financings	-0-
Less: Syndications	-0-
Net Enron Investment	$

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Response to 12/31/02 letter from JCT
Project Tomas, Question #102

Exhibit XX -- Sales of Leased Assets reported by Seneca Leasing Partners, L.P.

Date of Sale	Description	Sales Price	Tax Basis
4/1/1999	Acid Recovery Plant	4,649,500	1,278,230
1/4/1999	Rail Cars (CSX 1988-1)	8,908,000	-
8/2/1999	Rail Cars (SOO Line 1989)	32,198	-
2/12/1999	Tank Cars (GATC 86-1)	13,871	-
8/2/1999	Dry Van Containers (American President Lines Ltd.)	15,238	-
12/11/2000	Dry Van Containers (American President Lines Ltd.)	19,270	-
12/11/2000	Intangible Assets - Dry Van Containers (APL)	53,207	53,207
12/11/2000	Dry Van Containers (American President Lines Ltd.)	3,235,728	-
12/20/2000	Aircraft (Delta Airlines 1986-10)	579,645	-
12/20/2000	Intangible Asset (Delta Airlines 1986-10)	353,737	353,737
12/21/2000	Aircraft - Boeing (Delta Airlines Trust No. 29)	89,526	-
12/21/2000	Boeing 757 (Meridian Trust Co.)	2,470,078	-
12/21/2000	Intangible Assets (Meridian Trust Co.)	114,347	114,347
12/20/2000	Aircraft (Pan AM/Airbus 1988 PA-D)	-	-
12/20/2000	Intangible Assets (Pan AM/Airbus 1988 PA-D)	590,720	590,720
12/21/2000	Boeing 737 (TAC 328)	1,723,051	-
12/21/2000	Intangible Assets (TAC 328)	85,651	85,651
12/11/2000	Dry Van Containers - §754 asset (APL)	7,074,139	7,074,139
12/20/2000	Aircraft - §754 asset (Delta Airlines 1986-10)	29,684,691	29,684,691
12/21/2000	Boeing Aircraft - §754 asset (Delta Airlines Trust No. 29)	4,213,130	4,213,130
12/21/2000	Boeing 757 - §754 asset (Meridian Trust Co.)	16,406,862	16,406,862
12/20/2000	Aircraft - §754 asset (Pan AM/Airbus 1988 PA-D)	30,024,181	31,965,268
12/21/2000	Boeing 737 - §754 asset (TAC 328)	11,002,338	11,002,338

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