

GREEN MOUNTAIN ENERGY COMPANY

**INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES**

DECEMBER 31, 2006



**WEAVER
AND
TIDWELL**

L.L.P.

CERTIFIED PUBLIC
ACCOUNTANTS
AND CONSULTANTS

Independent Accountant's Report on Applying Agreed-Upon Procedures

To the Board of Directors
Green Mountain Energy Company:

We have performed the procedures below on the 2006 Green Book, which were agreed to by management, solely to assist the users in evaluating management's assertion that the Schedule of Retirements of Green Tags (Wholesale) and Carbon Offsets Against 2006 Retail Sales of Green Mountain Energy Company (Company) for the year ended December 31, 2006, attached as **Exhibit 1** is presented in accordance with the terms of the Company's sales obligations resulting from the sale of (1) bundled electricity and (2) other non-electricity based products. This agreed-upon procedures engagement was performed in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of these procedures is solely the responsibility of the specified users of the report. Consequently, we make no representations regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings are as follows:

- We obtained a copy of the 2006 and 2005 Green Book from the Company.
- We agreed **Exhibit 1** to the 2006 Green Book.
- We recalculated the excess Megawatt hour (MWh) inventory from the 2005 Green Book used to source 2006 sales without exception.
- We recalculated the total purchases and allocations/retirements to sales by supplier and noted purchases were equal to or greater than the MWh sourced to sales without exception.

Purchase Testing Procedures:

- We judgmentally selected a sample of purchases from each region which approximated 50% of 2006 renewable energy purchases and performed the following:
 - Obtained a copy of the completed and signed Generator Attestation and/or Wholesale Attestation, as applicable, without exception.
 - Confirmed the Company was named as the purchaser on the Generator Attestation or Wholesale Attestation, as applicable, without exception.
 - Agreed the facility name, fuel type, period of generation, and MWh generated to the Generator Attestation and/or Wholesale Attestation, as applicable, without exception.

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- We obtained the signed Carbon Dioxide Offset Purchase Agreement for all carbon offset purchases between The Climate Trust and the City of Portland and the signed Carbon Dioxide Offsets Purchase, Sale and Transfer Agreement between The Climate Trust and the Company without exception.
- We selected all purchases of carbon dioxide offsets through forest sequestration and agreed the quantity of trees planted to the Attestation Form without exception.
- We judgmentally selected a sample of Texas tag purchases and agreed the vintage year, quarter, and MWh to the ERCOT REC tracking system without exception.

Sales Testing Procedures:

- We obtained electricity usage reports from the Company for the utilities in Oregon, Florida, and New York for the year ended December 31, 2006 and agreed to the sales by region in **Exhibit I** without exception. The Company stated the usage reports were received directly from the respective utilities.
- We obtained electricity usage reports from the Company for the State of New Jersey and agreed to the New Jersey sales in **Exhibit I** without exception. The Company stated the usage reports were received directly from the State of New Jersey.
- We obtained internal usage reports for Texas – residential and Texas – commercial and institutional and performed the following:
 - Agreed the total MWh per the internal usage report to the 2006 Green Book for Texas - residential and Texas - commercial and institutional without exception.
 - Randomly selected sales from the Texas - commercial and institutional sales invoices using a 90% confidence level, tolerable deviation of 10%, and expected deviation rate of equal to or less than 3%.
 - Compared the kilowatt hour (kWh) usage per the invoices to the market transaction for the service period and to the internal sales report, without exception.
 - Selected sales for March and July 2006 from the Texas - residential sales and performed the following:
 - Agreed the monthly usage detail to the internal sales reports.
 - Randomly selected invoices from March and July 2006 using a 90% confidence level, tolerable deviation of 10%, and expected deviation rate of equal to or less than 3%.

- Agreed the total kWh per invoice to the monthly usage detail.
- We obtained internal usage reports for Emissions Solutions REC sales, Texas tag sales/transfers, Be-green Carbon offsets, Carbon offsets, and Forest sequestration.
- We selected Emissions Solutions REC sales and performed the following:
 - We noted approximately 17% of the Emissions Solutions REC sales were tested through the Green-e Agreed Upon Procedures for the year ended December 31, 2006.
 - We obtained the Nature's Energy monthly usage information from the Company and agreed to the sales without exception. The Company stated the usage reports were directly from the utility.
 - We selected all sales and agreed the total MWh sold to the renewable purchase contracts.
- We obtained internal Company reports for the Be-green carbon offset sales and agreed to the 2006 Green Book, without exception.
- We judgmentally selected a sample of 2006 Texas wind tag sales and agreed the total sales quantity to contracts, without exception. We also agreed the transfer to the ERCOT REC tracking system, without exception.
- We selected all Carbon offset sales and agreed the total tons of carbon dioxide sold to the Carbon offset agreement.
- We selected Forest sequestration carbon offset sales and agreed the total of trees planted to the Forest sequestration carbon offset agreement.

Product Content Label Procedures:

- We obtained product content labels or contracts for each product with sales greater than 1,500 MWh.
- We agreed the product definitions per the 2006 Green Book to the product content label or contracts without exception.
- We recalculated the tag requirements for each product definition without exception.
- We recalculated the net open positions for each region and noted no short positions.

We noted no exceptions in performing the above procedures that were agreed to by management to assist the users in evaluating management's assertion that the Schedule of Retirements of Green Tags (Wholesale) and Carbon Offsets against 2006 Retail Sales of Green Mountain Energy Company for the year ended December 31, 2006 is presented in accordance with the terms of the Company's

sales obligations resulting from the sale of (1) bundled electricity and (2) other non-electricity based products.

We were not engaged to, and did not perform an examination, the objective of which would be the expression of an opinion on management's assertion. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of management and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes and is not intended to be and should not be used by anyone other than these specified parties.

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.

Houston, Texas
January 7, 2008