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ATTORNEYS FOR MIRANT  
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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

In re

MIRANT CORPORATION, et al.,

Debtors.

)  
) Chapter 11 Case

)  
) Case No. 03-46590 (DML)  
) Jointly Administered

**AMENDED CHAPTER 11 PLAN OF  
REORGANIZATION OF MIRANT LOVETT, LLC**

Dated: August 3, 2007

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Mirant Lovett, LLC (“Mirant Lovett”) and Mirant Corporation (“New Mirant”) hereby jointly propose the following *Amended Chapter 11 Plan of Mirant Lovett, LLC* (as the same may be amended from time to time, the “Mirant Lovett Plan”):

### RECITALS

WHEREAS, Mirant Lovett has been involved in various tax disputes with the Town of Stony Point (“Stony Point”), the Assessor of the Town of Stony Point (the “Assessor”), the North Rockland Central School District (the “School District”) and Rockland County, New York (“Rockland”, and together with Stony Point, the Assessor and the School District, the “Tax Jurisdictions”) since at least 2000; and

WHEREAS, Mirant Lovett is a party to that certain *Consent Decree* dated June 11, 2003 (the “2003 Consent Decree”) with Mirant New York, LLC, f/k/a Mirant New York, Inc. (“Mirant NY”), the Attorney General of the State of New York (the “Attorney General”) and New York State Department of Environmental Conservation (and with the Attorney General, the “State”), which provided for Mirant Lovett to take certain actions with respect to units 4 and 5 of the Lovett facility by April 30, 2008 and April 30, 2007, respectively, or discontinue operation of those units; and

WHEREAS, the *Amended and Restated Second Amended Joint Chapter 11 Plan of Reorganization for Mirant Corporation and its Affiliated Debtors* (the “Mirant Plan”) was confirmed in the bankruptcy proceedings of New Mirant and certain of its affiliated debtors on December 9, 2005 and became effective on January 3, 2006; and

WHEREAS, Mirant Lovett was excluded from the Mirant Plan and the confirmation hearing with respect to Mirant Lovett was adjourned under Section 15.3 of the Mirant Plan; and

WHEREAS, Mirant Lovett and the Tax Jurisdictions resolved the tax disputes through the 2006 tax year pursuant to a settlement approved by the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) on December 14, 2006 (the “New York Settlement”); and

WHEREAS, Mirant Lovett, Mirant NY and the State entered into the *Stipulated Amendment to Consent Decree* (together with the 2003 Consent Decree, the “2007 Amended Consent Decree”), which (i) switched the deadlines for units 4 and 5 so that the deadline for compliance by unit 5 was extended until April 30, 2008, and the deadline for unit 4 was shortened so that it would discontinue operation as of May 7, 2007, and (ii) provided that Mirant Lovett and Mirant NY would make a payment of \$1 million to fund energy conservation projects in Rockland; and

WHEREAS, Mirant Lovett and Stony Point agreed to set the assessed values for the Lovett facility for 2007 and 2008 for property tax purposes at the values established for 2006

under the New York Settlement pursuant to that certain *Agreement* between Mirant Lovett and Stony Point, among other parties, dated May 8, 2007 (the “2007 Tax Agreement”); and

WHEREAS, Mirant Lovett seeks to reorganize as a result of the resolution of the tax disputes with the Tax Jurisdictions and the agreement with the State and to recommence the confirmation hearings with respect thereto as permitted by the Mirant Plan;

NOW, THEREFORE, Mirant Lovett proposes the following Mirant Lovett Plan.

## ARTICLE I.

### DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions.

(a) Subject to Article II, all capitalized terms used in this Mirant Lovett Plan (including in the sections of the Mirant Plan incorporated herein by reference) and not otherwise defined herein shall have the meanings assigned to them in the Mirant Plan.

(b) As used in this Mirant Lovett Plan, the following terms shall have the following meanings:

“2003 Consent Decree” has the meaning set forth in the recitals hereto.

“2007 Amended Consent Decree” has the meaning set forth in the recitals hereto.

“2007 Tax Agreement” has the meaning set forth in the recitals hereto.

“Additional Guarantee” has the meaning set forth in Section 9.2.

“Administrative Claim” means a Claim incurred by Mirant Lovett or its estate on or after the Petition Date and before the Mirant Lovett Plan Effective Date for a cost or expense of administration in the Chapter 11 Cases entitled to priority under sections 503(b) and 507(a)(1) of the Bankruptcy Code, including, without limitation, Fee Claims and New York DIP Claims.

“Allowed,” when used

(a) with respect to any Claim, except for a Claim that is an Administrative Claim, means such Claim to the extent it is not a Contested Claim or a Disallowed Claim;

(b) with respect to an Administrative Claim, means such Administrative Claim to the extent it has become fixed in amount and priority pursuant to the procedures set forth in Section 7.2(c) of this Mirant Lovett Plan or to the extent it has been fixed in amount and priority pursuant to a Final Order of the Bankruptcy Court; and

(c) with respect to Equity Interests in Mirant Lovett, means the Equity Interests in Mirant Lovett as reflected in the stock transfer ledger or similar register of Mirant Lovett as of the Mirant Lovett Plan Effective Date.

“Assessor” has the meaning set forth in the recitals hereto.

“Attorney General” has the meaning set forth in the recitals hereto.

“Bankruptcy Court” has the meaning set forth in the recitals hereto.

“Class 2 Unsecured Claim” means any Claim against Mirant Lovett not secured by a lien, charge or other encumbrance in and to the Assets of Mirant Lovett other than an Administrative Claim, a Tax Claim, a Tax Jurisdiction Settlement Claim, a Convenience Claim or a Priority Claim.

“Confirmation Date” means the date that the Clerk of the Bankruptcy Court enters the Confirmation Order on the docket of the Bankruptcy Court.

“Convenience Claim” means any Claim against Mirant Lovett not secured by a lien, charge or other encumbrance in and to the Assets of Mirant Lovett in an amount equal to or less than \$25,000, other than an Administrative Claim, a Tax Claim, a Tax Jurisdiction Settlement Claim or a Priority Claim.

“Distribution Date” means, with respect to any Claim, (a) the Mirant Lovett Plan Effective Date or a date that is as soon as reasonably practicable after the Mirant Lovett Plan Effective Date, if such Claim is then an Allowed Claim, or (b) a date that is as soon as reasonably practicable after the date such Claim becomes Allowed, if not Allowed on the Mirant Lovett Plan Effective Date.

“Distribution Parties” has the meaning set forth in Section 12.4(a) of the Mirant Lovett Plan.

“Mirant Lovett” has the meaning set forth in the first paragraph of the Mirant Lovett Plan.

“Mirant Lovett Confirmation Order” means an order of the Bankruptcy Court confirming the Mirant Lovett Plan.

“Mirant Lovett Plan” has the meaning set forth in the first paragraph hereof.

“Mirant Lovett Plan Effective Date” means a date selected by Mirant Lovett which shall be a Business Day that is no later than thirty (30) Business Days after all of the conditions set forth in Article X have been satisfied or waived.

“Mirant NY” has the meaning set forth in the recitals hereto.

“Mirant Plan” has the meaning set forth in the recitals hereto.

“Mirant Plan Disclosure Statement” means the disclosure statement approved by the Bankruptcy Court in connection with the Mirant Plan.

“Mirant Plan Effective Date” means the effective date of the Mirant Plan.

“New Mirant” has the meaning set forth in the first paragraph of this Mirant Lovett Plan.

“New Mirant Entities” means New Mirant and any of its Affiliates reorganized under the Mirant Plan.

“New York DIP Claims” means the Claims against Mirant Lovett under the various debtor-in-possession financing agreements to which Mirant Lovett is a party.

“New York Settlement” has the meaning set forth in the recitals hereto.

“New York Settlement Agreement” means the agreement evidencing the New York Settlement.

“Notice of Confirmation” means the notice of entry of the Confirmation Order to be filed with the Bankruptcy Court and mailed to the holders of Claims against and Equity Interests in Mirant Lovett.

“Priority Claim” means any Claim against Mirant Lovett to the extent such Claim is entitled to priority in right of payment under section 507(a) of the Bankruptcy Code, other than Secured Claims, Administrative Claims and Tax Claims.

“Protected Persons” shall have the meaning provided in the *Notice of Submission of Schedule of Protected Persons in Connection with the Chapter 11 Plan of Reorganization of Mirant Lovett, LLC* filed August 2, 2007 (docket no. 15513).

“Register” means the official claims register maintained by Epiq Bankruptcy Solutions, LLC, f/k/a Bankruptcy Services LLC, in connection with Mirant Lovett’s chapter 11 case.

“Rockland” has the meaning set forth in the recitals hereto.

“School District” has the meaning set forth in the recitals hereto.

“State” has the meaning set forth in the recitals hereto.

“Stony Point” has the meaning set forth in the recitals hereto.

“Tax Jurisdiction Settlement Claims” means the Claims of the Tax Jurisdictions against Mirant Lovett under the New York Settlement.

“Tax Jurisdictions” has the meaning set forth in the recitals hereto.



## **1.2. Interpretation.**

The rules of interpretation set forth in Sections 1.2, 1.3, 1.4 and 1.5 of the Mirant Plan shall be applicable to this Mirant Lovett Plan and are incorporated herein by reference.

## **ARTICLE II.**

### **INCORPORATION BY REFERENCE**

The following sections of the Mirant Plan are incorporated herein by reference: 2.2, 2.3, 7.2, 8.13, 8.14, 8.15, 10.1, 10.4, 10.5, 10.6, 10.8, 11.1, 11.2, 11.3, 11.5, 13.1, 13.2, 17.1, 17.5, 17.7, 17.8, 17.9, 17.10, 17.11, 17.14, 17.15, 17.16, 17.19, 17.21, 17.22 and 17.25. In addition, Article XVI of the Mirant Plan is hereby incorporated by reference. Notwithstanding any of the foregoing, references to the “Plan” in such sections shall be references to the Mirant Lovett Plan; references to “Plan Distributions” shall be references to distributions under the Mirant Lovett Plan; references to the “Effective Date” shall be references to the Mirant Lovett Plan Effective Date; references to the “Confirmation Order” shall be references to the Mirant Lovett Confirmation Order; references to the “Chapter 11 Cases” shall be a reference to the chapter 11 case of Mirant Lovett; and references to the “Debtors” shall be references to Mirant Lovett; provided, that references to the “Debtors” in Section 3.1 hereof and in Section 2.2 and Section 2.3 of the Mirant Plan (as incorporated herein) shall be references to the Debtors as defined in the Mirant Plan.

## **ARTICLE III.**

### **INTERCOMPANY MATTERS**

#### **3.1. Intercompany Settlement.**

In settlement and compromise of certain existing and potential disputes regarding Intercompany Claims and related matters, pursuant to sections 1123(b)(3) and (6) of the Bankruptcy Code and Bankruptcy Rule 9019, the Mirant Lovett Plan treats Mirant Lovett as comprising a single estate with the MAG Debtors solely for purposes of making Plan Distributions in respect of Class 2 Unsecured Claims under the Mirant Lovett Plan. Such settlement and compromise shall not affect the status of Mirant Lovett as a separate legal entity, change the organizational structure of Mirant Lovett, constitute a change of control of Mirant Lovett for any purpose, cause a merger or consolidation of any legal entities, nor cause the transfer of any assets and Mirant Lovett shall continue to exist as a separate legal entity. This settlement and compromise (and the treatment derived therefrom) serves only as a mechanism to effect a fair distribution of value to the constituencies of the various Debtors.

#### **3.2. Treatment of Mirant Lovett as MAG Debtor.**

Mirant Lovett shall be treated as a member of the MAG Debtors for purposes of Section 2.2 and 2.3 of the Mirant Plan, as incorporated herein by reference.

## ARTICLE IV.

### **CLASSIFICATION OF CLAIMS AND EQUITY INTERESTS**

For purposes of all confirmation matters, all Claims (other than Administrative Claims and Tax Claims) against and all Equity Interests in Mirant Lovett shall be classified as follows:

(a) Class 1 – Tax Jurisdiction Settlement Claims

Class 1 shall consist of all of the Tax Jurisdiction Settlement Claims.

(b) Class 2 – Unsecured Claims

Class 2 shall consist of all Class 2 Unsecured Claims.

(c) Class 3 – Equity Interests

Class 3 shall consist of all Equity Interests in Mirant Lovett.

(d) Class 4 – Convenience Claims

Class 4 shall consist of all Convenience Claims.

(e) Class 5 – Priority Claims

Class 5 shall consist of all Priority Claims.

## ARTICLE V.

### **IDENTIFICATION OF IMPAIRED CLASSES OF CLAIMS AND EQUITY INTERESTS**

#### **5.1. Unimpaired Classes of Claims and Equity Interests.**

Class 1 – Tax Jurisdiction Settlement Claims, Class 3 – Equity Interests and Class 5 – Priority Claims are not impaired under the Mirant Lovett Plan.

#### **5.2. Impaired Classes of Claims and Equity Interests.**

Class 2 – Unsecured Claims and Class 4 – Convenience Claims are impaired under the Mirant Lovett Plan.

#### **5.3. Impairment Controversies.**

If a controversy arises as to whether any Claim or Equity Interest, or any class of Claims or Equity Interests, is impaired under the Mirant Lovett Plan, the Bankruptcy Court shall, after notice and a hearing, determine such controversy.

## ARTICLE VI.

### **TREATMENT OF CLAIMS AND EQUITY INTERESTS UNDER THE MIRANT LOVETT PLAN**

The classes of Claims against and Equity Interests in Mirant Lovett shall be treated under the Mirant Lovett Plan as follows:

(a) Class 1 – Tax Jurisdiction Settlement Claims

In respect of the Tax Jurisdiction Settlement Claims, each Tax Jurisdiction shall receive the treatment specified in the New York Settlement with respect to such Tax Jurisdiction.

(b) Class 2 – Unsecured Claims

Each holder of a Class 2 Unsecured Claim shall receive, on account of such Class 2 Unsecured Claim, on the Distribution Date, the same treatment received by holders of Claims classified as “MAG Debtor Class 5 – Unsecured Claims” under the Mirant Plan.

(c) Class 3 – Equity Interests

Each holder of an Allowed Equity Interest in Mirant Lovett shall be unimpaired under the Mirant Lovett Plan, and, pursuant to section 1124 of the Bankruptcy Code, all of the legal, equitable and contractual rights to which such Equity Interest entitles such holder in respect of such Equity Interest shall be fully reinstated and retained on and after the Mirant Lovett Plan Effective Date.

(d) Class 4 – Convenience Claims

Each holder of an Allowed Convenience Claim shall receive on account of such Convenience Claim, on the Distribution Date, the same treatment received by holders of Claims classified as “MAG Debtor Class 7 – Convenience Claims” under the Mirant Plan.

(e) Class 5 – Priority Claims

Each holder of an Allowed Priority Claim shall receive on account of such Priority Claim, on the Distribution Date, the same treatment received by holders of Claims classified as “MAG Debtor Class 1 – Priority Claims” under the Mirant Plan.

## ARTICLE VII.

### **TREATMENT OF UNCLASSIFIED CLAIMS UNDER THE MIRANT LOVETT PLAN**

#### **7.1. Unclassified Claims.**

Administrative Claims and Tax Claims are treated in accordance with sections 1129(a)(9)(A) and 1129(a)(9)(C) of the Bankruptcy Code, respectively. Such Claims are not

designated as classes of Claims for the purposes of this Mirant Lovett Plan or for the purposes of sections 1123, 1124, 1125, 1126 or 1129 of the Bankruptcy Code.

**7.2. Treatment of Administrative Claims.**

All Administrative Claims shall be treated as follows:

(a) Time for Filing Administrative Claims.

The holder of an Administrative Claim, other than (i) the New York DIP Claims, (ii) a Fee Claim, (iii) a liability incurred and payable in the ordinary course of business by Mirant Lovett (and not past due), (iv) the Tax Jurisdiction Settlement Claims (to the extent such Claims are Administrative Claims), (v) Claims in respect of the 2007 Tax Agreement (to the extent such Claims are Administrative Claims), (vi) Claims in respect of the 2007 Amended Consent Decree (to the extent such Claims are Administrative Claims) or (vii) an Administrative Claim that has been Allowed on or before the Mirant Lovett Plan Effective Date, must file with the Bankruptcy Court, and serve on Mirant Lovett and the Office of the United States Trustee, notice of such Administrative Claim within thirty (30) days after service of Notice of Confirmation. Such notice must include at a minimum (A) the name of the holder of the Claim, (B) the amount of the Claim, and (C) the basis of the Claim. **Failure to file and serve such notice timely and properly shall result in the Administrative Claim being forever barred and discharged.**

(b) Time for Filing Fee Claims.

Each Professional Person who holds or asserts a Fee Claim shall be required to file with the Bankruptcy Court, and serve on all parties required to receive notice, a Fee Application within forty-five (45) days after the Mirant Lovett Plan Effective Date. **The failure to file timely and serve such Fee Application shall result in the Fee Claim being forever barred and discharged.**

(c) Allowance of Administrative Claims/Fee Claims.

An Administrative Claim with respect to which notice has been properly filed and served pursuant to Section 7.2(a) shall become an Allowed Administrative Claim if no objection is filed within thirty (30) days after the later of (i) the Mirant Lovett Plan Effective Date, or (ii) the date of service of the applicable notice of Administrative Claim or such later date as may be approved by the Bankruptcy Court on motion of a party in interest, without notice or a hearing. If an objection is filed within such 30-day period (or any extension thereof), the Administrative Claim shall become an Allowed Administrative Claim only to the extent allowed by Final Order. A Fee Claim in respect of which a Fee Application has been properly filed and served pursuant to Section 7.2(b) shall become an Allowed Administrative Claim only to the extent allowed by Final Order.

(d) Payment of Allowed Administrative Claims.

On the Distribution Date, each holder of an Allowed Administrative Claim shall receive (i) the amount of such holder's Allowed Claim in one Cash payment, or (ii) such other

treatment as may be agreed upon in writing by Mirant Lovett and such holder; provided, that such treatment shall not provide a return to such holder having a present value as of the Mirant Lovett Plan Effective Date in excess of such holder's Allowed Administrative Claim; provided, further, that an Administrative Claim representing a liability incurred in the ordinary course of business of Mirant Lovett may be paid at the election of Mirant Lovett in the ordinary course of business.

(e) Allowance and Payment of New York DIP Claims.

The New York DIP Claims shall be Allowed Administrative Claims on the Mirant Lovett Plan Effective Date and shall be paid in Cash in full on the Mirant Lovett Plan Effective Date.

**7.3. Treatment of Tax Claims.**

Except as may otherwise be provided in the New York Settlement, at the election of Mirant Lovett, each holder of an Allowed Tax Claim shall receive in full satisfaction of such holder's Allowed Tax Claim, (a) the amount of such holder's Allowed Tax Claim, with an appropriate rate of interest thereon to be determined by the Bankruptcy Court, in equal annual Cash payments on each anniversary of the Mirant Lovett Plan Effective Date, until the sixth anniversary of the date of assessment of such Tax Claim (provided that the Disbursing Agent may prepay the balance of any such Allowed Tax Claim at any time without penalty); (b) a lesser amount in one Cash payment as may be agreed upon in writing by such holder; or (c) such other treatment as may be agreed upon in writing by such holder; provided, that such agreed-upon treatment may not provide such holder with a return having a present value as of the Mirant Lovett Plan Effective Date that is greater than the amount of such holder's Allowed Tax Claim. The Mirant Lovett Confirmation Order shall enjoin any holder of an Allowed Tax Claim from commencing or continuing any action or proceeding against any responsible person, officer or director of Mirant Lovett that otherwise would be liable to such holder for payment of a Tax Claim so long as Mirant Lovett is in compliance with this Section 7.3. So long as the holder of an Allowed Tax Claim is enjoined from commencing or continuing any action or proceeding against any responsible person, officer or director under Section 7.3 or pursuant to the Mirant Lovett Confirmation Order, the statute of limitations for commencing or continuing any such action or proceeding shall be tolled.

**ARTICLE VIII.**

**ACCEPTANCE OR REJECTION OF THE MIRANT LOVETT PLAN; EFFECT OF REJECTION BY ONE OR MORE CLASSES OF CLAIMS OR EQUITY INTERESTS**

**8.1. Voting.**

Holders of Claims in Class 1 – Tax Jurisdiction Settlement Claims, Class 3 – Equity Interests and Class 5 – Priority Claims are unimpaired and are deemed to have accepted the Mirant Lovett Plan. Holders of Claims in Class 2 – Unsecured Claims and holders of Claims in Class 4 – Convenience Claims previously voted to accept the Mirant Plan. The Mirant Lovett

Plan provides that such holders shall receive the same treatment that they would have received had Mirant Lovett emerged under the Mirant Plan. Accordingly, pursuant to Bankruptcy Rule 3019, Class 2 – Unsecured Claims and Class 4 – Convenience Claims are each deemed to have accepted the Mirant Lovett Plan without any further voting.

## **8.2. Tabulation of Votes.**

Notwithstanding Section 3.1, Mirant Lovett will tabulate all votes on the Mirant Lovett Plan by class for the purpose of determining whether the Mirant Lovett Plan satisfies sections 1129(a)(8) and/or (10) of the Bankruptcy Code.

## **ARTICLE IX.**

### **MEANS FOR IMPLEMENTING THE MIRANT LOVETT PLAN**

#### **9.1. Implementation of the New York Settlement, the 2007 Tax Agreement and the 2007 Amended Consent Decree.**

Each of the New York Settlement, the 2007 Tax Agreement and the 2007 Amended Consent Decree is incorporated herein by this reference and shall be fully enforceable against Mirant Lovett to the extent permitted by applicable non-bankruptcy law. In the event of a conflict between the Mirant Lovett Plan on the one hand and the terms of the New York Settlement Agreement, the 2007 Tax Agreement and/or the 2007 Amended Consent Decree on the other hand, the terms of the applicable agreement shall govern.

#### **9.2. The Additional Guarantees.**

On the Mirant Lovett Plan Effective Date, Mirant Lovett shall execute a guarantee (each an “Additional Guarantee”) secured by substantially all of its assets in favor of the Exit Facility Agent for the benefit of the Exit Lenders and such other documents and agreements in connection therewith as the Exit Facility Agent shall reasonably request. The Additional Guarantee and any documents and agreements executed in connection therewith shall be in form and substance substantially similar to the guarantees and related documents previously executed by one or more of the New Mirant Entities in connection with the Exit Facility.

#### **9.3. Corporate Action.**

The entry of the Mirant Lovett Confirmation Order shall constitute authorization for Mirant Lovett to take or cause to be taken all corporate actions necessary or appropriate to implement the provisions of, and to consummate, the Mirant Lovett Plan. All such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including the implementation of the New York Settlement, the 2007 Tax Agreement, the 2007 Amended Consent Decree, the making of Plan Distributions and the execution of the Additional Guarantees. The officers, directors and managers of Mirant Lovett are authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and

certificates as are contemplated by the Mirant Lovett Plan and to take all necessary action required in connection therewith in the name of and on behalf of Mirant Lovett. All obligations of Mirant Lovett to indemnify and hold harmless its current and former directors, officers, managers and employees, who served in any such capacity at any time after April 2, 2001, whether arising under the constituent documents of Mirant Lovett, contract, law or equity, shall be assumed by Mirant Lovett upon the occurrence of the Mirant Lovett Plan Effective Date with the same effect as though such obligations constituted executory contracts that are assumed (or assumed and assigned, as applicable) under section 365 of the Bankruptcy Code, and all such obligations shall be fully enforceable on their terms from and after the Mirant Lovett Plan Effective Date. The prosecution of any so-indemnified Cause of Action shall upon the occurrence of the Mirant Lovett Plan Effective Date be enjoined and prohibited, except solely for the purpose of obtaining a recovery from any available insurance policy proceeds.

**9.4. Separate Existence of Mirant Lovett.**

Mirant Lovett shall continue to exist after the Mirant Lovett Plan Effective Date as a separate entity, with all the powers available to such legal entity, in accordance with applicable law and pursuant to its constituent documents. On or after the Mirant Lovett Plan Effective Date, Mirant Lovett may, within its sole and exclusive discretion, take such actions as permitted by applicable law and its constituent documents, as it determines is reasonable and appropriate.

**9.5. Re-vesting of Assets.**

Upon the occurrence of the Mirant Lovett Plan Effective Date, except as otherwise provided in the Mirant Lovett Plan, title to all of the Assets of Mirant Lovett shall vest in Mirant Lovett free and clear of all liens, Claims, Causes of Action, interests, security interests and other encumbrances and without further order of the Bankruptcy Court. On and after the occurrence of the Mirant Lovett Plan Effective Date, except as otherwise provided in the Mirant Lovett Plan, Mirant Lovett may operate its business and may use, acquire and dispose of its Assets free of any restrictions of the Bankruptcy Code.

**9.6. Management.**

Upon the occurrence of the Mirant Lovett Plan Effective Date, the management of Mirant Lovett shall be the responsibility of Mirant Lovett's current governing entity and management. Entry of the Mirant Lovett Confirmation Order shall ratify and approve all actions taken by Mirant Lovett from the Petition Date through the Mirant Lovett Plan Effective Date.

**9.7. Governing Entity/Managers.**

The governing entity of Mirant Lovett shall be the same as such governing entity existed immediately prior to the Mirant Lovett Plan Effective Date. The current officers and/or managers of Mirant Lovett shall continue to serve in such positions after the Mirant Lovett Plan Effective Date in accordance with their respective employment agreements, if any, and applicable law.

## **ARTICLE X.**

### **CONDITIONS PRECEDENT TO CONFIRMATION OF THE MIRANT LOVETT PLAN AND THE OCCURRENCE OF THE MIRANT LOVETT PLAN EFFECTIVE DATE**

#### **10.1. Conditions Precedent to Confirmation.**

The following are conditions precedent to the confirmation of the Mirant Lovett Plan:

(a) The Clerk of the Bankruptcy Court shall have entered an order or orders (i) finding that the Mirant Plan Disclosure Statement satisfies the requirements of section 1125 of the Bankruptcy Code with respect to the Mirant Lovett Plan and that no further disclosure is necessary or required with respect to the Mirant Lovett Plan, (ii) determining that all votes cast by holders of Claims classified in (A) MAG Debtor Class 5 – Unsecured Claims and (B) MAG Debtor Class 7 – Convenience Claims, in each case in respect of the Mirant Plan, shall be deemed to be votes cast by such holders in Class 2 – Unsecured Claims and Class 4 – Convenience Claims, respectively, of the Mirant Lovett Plan, (iii) finding that (A) Class 2 – Unsecured Claims and (B) Class 4 – Convenience Claims are each deemed to have accepted the Mirant Lovett Plan as a result of the votes cast by the holders of Claims in such corresponding classes with respect to the Mirant Plan, (iv) confirming and giving effect to the terms and provisions of the Mirant Lovett Plan, (v) determining that all applicable tests, standards and burdens in connection with the Mirant Lovett Plan have been duly satisfied and met by Mirant Lovett and the Mirant Lovett Plan, and (vi) authorizing Mirant Lovett to execute, implement, and to take all actions otherwise necessary or appropriate to implement the Mirant Lovett Plan;

(b) The Mirant Lovett Confirmation Order and the Mirant Lovett Plan are each in a form satisfactory to Mirant Lovett and New Mirant; and

(c) The Mirant Lovett Confirmation Order shall include determinations that all of the settlements and compromises contained in the Mirant Lovett Plan meet the applicable standards under section 1123(b)(3) of the Bankruptcy Code and Bankruptcy Rule 9019 for approval and implementation.

#### **10.2. Conditions Precedent to the Mirant Lovett Plan Effective Date.**

The following are conditions precedent to the occurrence of the Mirant Lovett Plan Effective Date:

(a) The Mirant Lovett Confirmation Order shall have been entered by the Clerk of the Bankruptcy Court, be in full force and effect and not be subject to any stay or injunction; and

(b) All necessary consents, authorizations and approvals shall have been given for the payments provided for and contemplated by the Mirant Lovett Plan.



## ARTICLE XI.

### **TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

#### **11.1. Assumption and Rejection of Executory Contracts and Unexpired Leases.**

(a) On the Mirant Lovett Plan Effective Date, all executory contracts and unexpired leases of Mirant Lovett shall be rejected pursuant to the provisions of section 365 of the Bankruptcy Code, including those agreements listed and described in Exhibit A, except: (i) any executory contracts and unexpired leases that are the subject of separate motions to assume or assume and assign filed pursuant to section 365 of the Bankruptcy Code by Mirant Lovett before the Mirant Lovett Plan Effective Date; (ii) contracts and leases listed in Exhibit B and any subsequently filed "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases" to be filed by Mirant Lovett with the Bankruptcy Court before the entry of, or as an exhibit to, the Mirant Lovett Confirmation Order; (iii) all executory contracts and unexpired leases assumed or assumed and assigned by order of the Bankruptcy Court entered before the Mirant Lovett Plan Effective Date; (iv) any executory contract or unexpired lease that is the subject of a dispute over the amount or manner of cure pursuant to the next section hereof and for which Mirant Lovett makes a motion to reject such contract or lease based upon the existence of such dispute filed at any time; and (v) any guaranty or similar agreement executed by a third party which guarantees repayment or performance of an obligation owed to Mirant Lovett or to indemnify Mirant Lovett. Any order entered postconfirmation by the Bankruptcy Court, after notice and a hearing, authorizing the rejection of an executory contract or unexpired lease shall cause such rejection to be a prepetition breach under sections 365(g) and 502(g) of the Bankruptcy Code, as if such relief was granted and such order was entered preconfirmation. Mirant Lovett reserves the right to amend Exhibit A, Exhibit B or the "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases" at any time prior to the entry of the Mirant Lovett Confirmation Order. Each executory contract and unexpired lease to be assumed or assumed and assigned by Mirant Lovett shall include modifications, amendments, supplements, restatements or other similar agreements made directly or indirectly by any agreement, instrument or other document that affects such executory contract or unexpired lease, without regard to whether such agreement, instrument or other document is listed on Exhibit A, Exhibit B or the "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases."

(b) Inclusion of a contract, lease or other agreement on Exhibit A shall constitute adequate and sufficient notice that (i) any Claims arising thereunder or related thereto shall be treated as Unsecured Claims under the Mirant Lovett Plan, and (ii) Mirant Lovett is no longer bound by, or otherwise obligated to perform, any such obligations, transactions, or undertakings relating thereto or arising thereunder. The inclusion of a contract, lease or other agreement in Section 11.1(a) or on Exhibit A or Exhibit B or the "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases" shall not constitute an admission by Mirant Lovett as to the characterization of whether any such included contract, lease, or other agreement is, or is not, an executory contract or unexpired lease or whether any claimants under any such contract, lease or other agreement are time-barred from asserting

Claims against Mirant Lovett. Mirant Lovett reserves all rights with respect to the characterization of any such agreements.

(c) The Mirant Lovett Plan shall constitute a motion to reject the executory contracts and unexpired leases rejected pursuant to this section 11.1, and Mirant Lovett shall have no liability thereunder except as is specifically provided in the Mirant Lovett Plan. Entry of the Mirant Lovett Confirmation Order by the Clerk of the Bankruptcy Court shall constitute approval of such rejections pursuant to section 365(a) of the Bankruptcy Code and a finding by the Bankruptcy Court that each such rejected agreement, executory contract or unexpired lease is burdensome and that the rejection thereof is in the best interests of Mirant Lovett and its estate.

(d) The Mirant Lovett Plan shall constitute a motion to assume and assign such executory contracts and unexpired leases as set forth in Exhibit B or the “Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases” as being assumed and assigned or as otherwise designated as being assumed and assigned in Section 11.1(a) and Mirant Lovett shall have no liability thereunder for any breach of such assumed and assigned executory contract or lease occurring after such assignment pursuant to section 365(k) of the Bankruptcy Code. Entry of the Mirant Lovett Confirmation Order by the Clerk of the Bankruptcy Court shall constitute approval of such assumption and assignment pursuant to sections 365(a), (b) and (f) of the Bankruptcy Code, and a finding by the Bankruptcy Court that the requirements of section 365(f) of the Bankruptcy Code have been satisfied. Any counterparty to an agreement listed on Exhibit B or the “Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases” who disputes the assignment of an executory contract or unexpired lease must file with the Bankruptcy Court, and serve upon Mirant Lovett, a written objection to the assumption and assignment, which objection shall set forth the basis for the dispute by no later than ten (10) days prior to the Confirmation Hearing. The failure to timely object shall be deemed a waiver of any and all objections to the assumption and assignment of executory contracts and leases as set forth in Exhibit B or the “Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases” or as otherwise designated as being assumed and assigned in Section 11.1(a).

## **11.2. Cure.**

At the election of Mirant Lovett, any monetary defaults under each executory contract and unexpired lease to be assumed under the Mirant Lovett Plan shall be satisfied pursuant to section 365(b)(1) of the Bankruptcy Code: (a) by payment of the default amount in Cash on the Mirant Lovett Plan Effective Date or as soon thereafter as practicable; or (b) on such other terms as agreed to by the parties to such executory contract or unexpired lease. In the event of a dispute regarding: (i) the amount of any cure payments; (ii) the ability to provide adequate assurance of future performance under the contract or lease to be assumed or assigned; or (iii) any other matter pertaining to assumption or assignment, the cure payments required by section 365(b)(1) of the Bankruptcy Code shall be made following the entry of a Final Order resolving the dispute and approving assumption or assignment, as applicable. Exhibit B or the “Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases” sets forth the cure obligations of Mirant Lovett for each agreement for which a cure obligation must be satisfied as a condition to the assumption or assumption and assignment of such

agreement. Any counterparty to an agreement listed on Exhibit B or the "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases" who disputes the scheduled cure obligation must file with the Bankruptcy Court, and serve upon Mirant Lovett, a written objection to the cure obligation, which objection shall set forth the basis for the dispute, the alleged correct cure obligation, and any other objection related to the assumption or assumption and assignment of the relevant agreement by no later than ten (10) days prior to the Confirmation Hearing. If a counterparty fails to file and serve an objection that complies with the foregoing, the cure obligation set forth on Exhibit B or the "Schedule of Assumed and Assumed and Assigned Executory Contracts and Unexpired Leases" shall be binding on the counterparty, and such counterparty shall be deemed to have waived any and all objections to the assumption or assumption and assignment of the relevant agreement as proposed by Mirant Lovett.

### **11.3. Claims Arising from Rejection, Expiration or Termination.**

Claims created by the rejection of executory contracts and unexpired leases or the expiration or termination of any executory contract or unexpired lease prior to the Confirmation Date must be filed with the Bankruptcy Court and served on Mirant Lovett (a) in the case of an executory contract or unexpired lease rejected by Mirant Lovett prior to the Confirmation Date, in accordance with the Bar Date Notice, or (b) in the case of an executory contract or unexpired lease that (i) was terminated or expired by its terms prior to the Confirmation Date, or (ii) is rejected pursuant to Section 11.1, no later than thirty (30) days after the Confirmation Date. Any such Claims for which a proof of claim is not filed and served within such time will be forever barred from assertion and shall not be enforceable against Mirant Lovett or its Assets. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as Unsecured Claims under the Plan subject to objection by the Disbursing Agent.

## **ARTICLE XII.**

### **CERTAIN ADDITIONAL PROVISIONS**

#### **12.1. Entitlement to Plan Distributions Upon Allowance.**

Notwithstanding any other provision of the Mirant Lovett Plan, no Plan Distribution shall be made with respect to any Claim to the extent it is a Contested Claim, unless and until such Contested Claim becomes an Allowed Claim, subject to the setoff rights as provided in Section 13.6. All Allowed Class 2 Unsecured Claims and all Allowed Convenience Claims, when Allowed (whether on the Mirant Lovett Plan Effective Date or on any date thereafter), shall thereupon become entitled to receive the Plan Distributions in respect of such Claim the same as though such Claim had been an Allowed Claim on the Mirant Plan Effective Date.

**12.2. Expenses Incurred on or after the Mirant Lovett Plan Effective Date and Claims of the Disbursing Agent.**

Except as otherwise ordered by the Bankruptcy Court or as provided herein, the amount of any reasonable fees and expenses incurred (or to be incurred) by the Disbursing Agent on or after the Mirant Lovett Plan Effective Date (including, but not limited to, taxes) shall be paid when due. Professional fees and expenses incurred by the Disbursing Agent from and after the Mirant Lovett Plan Effective Date in connection with the effectuation of the Mirant Lovett Plan shall be paid in the ordinary course of business. Any dispute regarding compensation shall be resolved by agreement of the parties or if the parties are unable to agree, as determined by the Bankruptcy Court.

**12.3. Timing of Plan Distributions.**

Except for Plan Distributions to holders of Allowed New York DIP Claims, which pursuant to Section 7.2(e) shall be made on the Mirant Lovett Plan Effective Date, each Plan Distribution shall be made on the relevant Distribution Date therefor and shall be deemed to have been timely made if made on such date or within ten (10) days thereafter.

**12.4. Address for Delivery of Plan Distributions/Unclaimed Distributions.**

(a) Subject to Bankruptcy Rule 9010, any Plan Distribution or delivery to a holder of an Allowed Claim shall be made at the address of such holder, as set forth (i) in the Schedules, (ii) on the proof of Claim filed by such holder, (iii) in any notice of assignment filed with the Bankruptcy Court with respect to such Claim pursuant to Bankruptcy Rule 3001(e), and (iv) in any notice served by such holder giving details of a change of address, in each case as such address is reflected on the Register as of the applicable Distribution Date, regardless of subsequently-filed notices of claim transfer or the fact that the objection period has not expired as of the Distribution Date with respect to a filed notice of claim transfer. The Distribution Agent and its agents, employees, officers, directors and professionals (the "Distribution Parties") are exculpated by all Persons, Entities, holders of Claims and Equity Interests, and all other parties in interest from any and all Claims and Causes of Action arising out of the discharge of the powers and duties conferred upon the Distribution Parties under the Mirant Lovett Plan, any Final Order of the Bankruptcy Court entered pursuant to or in furtherance of the Mirant Lovett Plan or applicable law, except solely for actions or omissions arising out of the Distribution Parties' willful misconduct or gross negligence. No holder of a Claim or an Equity Interest, or any representative thereof, shall have or pursue any Cause of Action against any of the Distribution Parties for making Plan Distributions in accordance with the Mirant Lovett Plan. Nothing contained herein shall preclude or impair any holder of an Allowed Claim or Allowed Equity Interest from bringing an action in the Bankruptcy Court against any Debtor to compel the making of Plan Distributions contemplated by the Plan on account of such Claim or Equity Interest.

(b) If any Plan Distribution is returned to the Disbursing Agent as undeliverable, no Plan Distributions shall be made to such holder unless the Disbursing Agent is notified of such holder's then current address within ninety (90) days after such Plan Distribution

was returned. After such date, if such notice was not provided, such holder shall have forfeited its right to such Plan Distribution, and the undeliverable Plan Distributions shall be returned to New Mirant.

#### **12.5. Certain Releases.**

**As of the Mirant Lovett Plan Effective Date, Mirant Lovett shall forever release, waive and discharge all Causes of Action (other than Causes of Action to enforce the terms of the Mirant Lovett Plan), then existing or thereafter arising, that are based in whole or in part on any act, omission, transaction, event, other occurrence or thing occurring or in existence on or prior to the Mirant Lovett Effective Date in any way relating to Mirant Lovett, its chapter 11 case or the Mirant Lovett Plan that could have been asserted by Mirant Lovett against any Protected Persons, including, without limitation, such Causes of Action that have been or could be asserted derivatively on behalf of Mirant Lovett by another Person.**

#### **12.6. Exculpation.**

**Except as otherwise provided in this Section 12.6, the Disbursing Agent and its officers, directors, employees, agents, and representatives are exculpated pursuant to the Mirant Lovett Plan by all Persons, entities, holders of Claims and Equity Interests, and all other parties in interest from any and all Causes of Action arising out of the discharge of the powers and duties conferred upon the Disbursing Agent by the Mirant Lovett Plan, any Final Order of the Bankruptcy Court entered pursuant to or in the furtherance of the Mirant Lovett Plan, or applicable law, except solely for actions or omissions arising out of the Disbursing Agent's or such officer's, director's, employee's, agent's or representative's willful misconduct or gross negligence. No holder of a Claim or an Equity Interest, or representative thereof, shall have or pursue any Cause of Action (a) against the Disbursing Agent or its respective officers, directors, employees, agents, and representatives for making Plan Distributions in accordance with the Mirant Lovett Plan, or (b) against any holder of a Claim for receiving or retaining Plan Distributions as provided for by the Mirant Lovett Plan. Nothing contained in this Section 12.6 shall preclude or impair any holder of an Allowed Claim or Allowed Equity Interest from bringing an action in the Bankruptcy Court against Mirant Lovett to compel the making of Plan Distributions contemplated by the Mirant Lovett Plan on account of such Claim or Equity Interest.**

### **ARTICLE XIII.**

#### **MISCELLANEOUS**

#### **13.1. Satisfaction of Claims.**

The rights afforded in the Mirant Lovett Plan and the treatment of all Claims and Equity Interests herein shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever against Mirant Lovett or its estate, Assets, properties, or interests in property. Except as otherwise provided herein, on the

Mirant Lovett Plan Effective Date, all Claims against and Equity Interests in Mirant Lovett shall be satisfied, discharged, and released in full. Neither Mirant Lovett nor any of its Affiliates, including, without limitation, New Mirant, shall be responsible for any pre-Mirant Lovett Plan Effective Date obligations of Mirant Lovett, unless expressly assumed herein. Except as otherwise provided herein, all Persons and entities shall be precluded and forever barred from asserting against Mirant Lovett or its Affiliates, including, without limitation, New Mirant, their respective successors or assigns, or their estates, Assets, properties, or interests in property any event, occurrence, condition, thing, or other or further Claims or Causes of Action based upon any act, omission, transaction, or other activity of any kind or nature that occurred or came into existence prior to the Mirant Lovett Plan Effective Date, whether or not the facts of or legal bases therefor were known or existed prior to the Mirant Lovett Plan Effective Date.

### **13.2. Discharge of Mirant Lovett.**

Except as otherwise provided in the Mirant Lovett Plan or the Mirant Lovett Confirmation Order, on the Mirant Lovett Plan Effective Date, without further notice or order, all Claims of any nature whatsoever shall be automatically discharged forever. Except as otherwise provided in the Mirant Lovett Plan or the Mirant Lovett Confirmation Order, on the Mirant Lovett Plan Effective Date, Mirant Lovett, its estate, and all successors thereto shall be deemed fully discharged and released from any and all Claims, including, but not limited to, demands and liabilities that arose before the Mirant Lovett Plan Effective Date, and all debts of the kind specified in section 502(g), 502(h), or 502(i) of the Bankruptcy Code, whether or not (a) a proof of Claim based upon such debt is filed or deemed filed under section 501 of the Bankruptcy Code; (b) a Claim based upon such debt is allowed under section 502 of the Bankruptcy Code; or (c) the holder of a Claim based upon such debt has accepted the Mirant Lovett Plan. The Mirant Lovett Confirmation Order shall be a judicial determination of discharge of all liabilities of Mirant Lovett, its estate, and all successors thereto. As provided in section 524 of the Bankruptcy Code, such discharge shall void any judgment against Mirant Lovett, its estate, or any successor thereto at any time obtained to the extent it relates to a Claim discharged, and operates as an injunction against the prosecution of any action against Mirant Lovett or its property or its estate to the extent it relates to a discharged Claim.

### **13.3. Injunction.**

**On the Mirant Lovett Plan Effective Date and except as otherwise provided herein, all Persons and entities who have been, are, or may be holders of Claims against or Equity Interests in Mirant Lovett shall be permanently enjoined from taking any of the following actions against or affecting Mirant Lovett, the Protected Persons, the estate, the Assets, or the Disbursing Agent, or any of their current or former respective members, directors, managers, officers, employees, agents, and professionals, successors and assigns or their respective assets and property, with respect to such Claims or Equity Interests (other than actions brought to enforce any rights or obligations under the Mirant Lovett Plan):**

- (i) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without**

**limitation, all suits, actions, and proceedings that are pending as of the Mirant Lovett Plan Effective Date, which must be withdrawn or dismissed with prejudice);**

**(ii) enforcing, levying, attaching, collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order;**

**(iii) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance; and**

**(iv) asserting any setoff, right of subrogation or recoupment of any kind; provided, that any defenses, offsets or counterclaims which Mirant Lovett may have or assert in respect of the above referenced Claims are fully preserved in accordance with Section 13.6.**

#### **13.4. Exculpation.**

**Mirant Lovett and any Protected Persons shall not be liable for any Cause of Action arising in connection with or out of the administration of the Chapter 11 Cases, pursuit of confirmation of the Mirant Lovett Plan, the consummation of the Mirant Lovett Plan, or the administration of the Mirant Lovett Plan or the property to be distributed under the Mirant Lovett Plan, except for gross negligence or willful misconduct as determined by Final Order of the Bankruptcy Court. The Mirant Lovett Confirmation Order shall enjoin all holders of Claims and Equity Interests from asserting or prosecuting any Claim or cause of action against any Protected Person as to which such Protected Person has been exculpated from liability pursuant to the preceding sentence.**

#### **13.5. Notice of Entry of Confirmation Order.**

Promptly upon entry of the Mirant Lovett Confirmation Order, Mirant Lovett shall publish as directed by the Bankruptcy Court and serve on all known parties in interest and holders of Claims and Equity Interests, notice of the entry of the Mirant Lovett Confirmation Order and all relevant deadlines and dates under the Mirant Lovett Plan, including, but not limited to, the deadline for filing notice of Administrative Claims, and the deadline for filing rejection damage Claims.

#### **13.6. Setoff Rights.**

In the event that Mirant Lovett has a Claim of any nature whatsoever against the holder of a Claim against Mirant Lovett, then Mirant Lovett may, but is not required to, set off against the Claim (and any payments or other Plan Distributions to be made in respect of such Claim hereunder) Mirant Lovett's Claim against such holder, subject to the provisions of sections 553, 556 and 560 of the Bankruptcy Code; provided, that this Section 13.6 is subject to the New York Settlement Agreement and Mirant Lovett may not effectuate a setoff in violation thereof. Neither the failure to set off nor the allowance of any Claim under the Mirant Lovett Plan shall constitute a waiver or release of any Claims that Mirant Lovett may have against the holder of any Claim.

**13.7. Compliance with Tax Requirements.**

In connection with the Mirant Lovett Plan, Mirant Lovett and the Disbursing Agent, as applicable, shall comply with all withholding and reporting requirements imposed by federal, state, local, and foreign taxing authorities and all Plan Distributions hereunder shall be subject to such withholding and reporting requirements. Notwithstanding the above, each holder of an Allowed Claim or Equity Interest that is to receive a Plan Distribution shall have the sole and exclusive responsibility for the satisfaction and payment of any tax obligations imposed by any government unit, including income, withholding and other tax obligations, on account of such Plan Distribution. The Disbursing Agent has the right, but not the obligation, to not make a Plan Distribution until such holder has made arrangements satisfactory to the Disbursing Agent for payment of any such tax obligations.

**13.8. No Modification of Plan for Debtors other than Mirant Lovett.**

This Mirant Lovett Plan is not intended to and shall not affect or modify any terms of or rights granted under the Mirant Plan in any respect whatsoever.

**13.9. Further Modifications.**

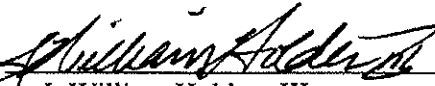
Mirant Lovett reserves the right to modify this Mirant Lovett Plan on the terms and conditions permitted by Section 17.15 of the Mirant Plan. Mirant Lovett also reserves the right to revoke this Mirant Lovett Plan with respect to Mirant Lovett at any time prior to the Mirant Lovett Confirmation Date and as otherwise permitted by Section 17.16 of the Mirant Plan.



Dated: August 3, 2007

Respectfully submitted,

**Mirant Lovett, LLC**

By:   
Name: J. William Holden, III  
Title: Sr. Vice President

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**Exhibit A**  
**Schedule of Rejected Executory Contracts and Unexpired Leases**

<u>Mirant Entity</u>	<u>Counterparty</u>	<u>Contract Name/Description</u>	<u>Cure Amount</u>
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		NONE	
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**Exhibit B**  
**Schedule of Assumed Executory Contracts and Unexpired Leases**

<u>Mirant Entity</u>	<u>Counterparty</u>	<u>Contract Name/Description</u>	<u>Cure Amount</u>
1. Mirant Lovett, LLC	Orange and Rockland Utilities, Inc.	Operating Protocol Agreement dated 8-31-01	\$0.00
2. Mirant Lovett, LLC	Orange and Rockland Utilities, Inc.	Settlement Agreement among Orange and Rockland Utilities, Inc. and Mirant Bowline, LLC, Mirant Lovett, LLC, and Hudson Valley Gas Corporation dated 8-31-01	\$0.00
3. Mirant Lovett, LLC	Orange & Rockland Utilities, Inc.	Gas Transportation and Balancing Services Agreement for the Bowline Point Generating Station and the Lovett Generating Station dated 12-9-02	\$0.00
4. Mirant Lovett, LLC	Orange and Rockland Utilities, Inc.	Lovett Generating Station Sales Agreement between Orange and Rockland Utilities, Inc. and Southern Energy Lovett, L.L.C. dated 11-24-98, as amended; and associated agreements, as amended, still in effect referenced in Section 11.1.1, including, but not limited to, the Continuing Site/Interconnection Agreement by and between Orange and Rockland Utilities, Inc. and Southern Energy Lovett, L.L.C. dated 11-24-1998	\$0.00
5. Mirant Lovett, LLC	Fidelity National Title Insurance Company (formerly, Fidelity National Title Insurance Company of New York)	Owner's Policy Of Title Insurance (26-031-92-56865)	\$0.00
6. Mirant Lovett, LLC	Indian Harbor Insurance Company (c/o Marsh USA)	Pollution Legal Liability Policy No. PEC0011631	\$0.00
7. Mirant Lovett, LLC	Stuart and Ann Marie Palefsky	Agreement dated 11-1-89 between Orange and Rockland Utilities, Inc. and Palefsky regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
8. Mirant Lovett, LLC	Louise Metti	Agreement dated 1971 between Orange and Rockland Utilities, Inc. and Metti regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
9. Mirant Lovett, LLC	Mary Mangrascasale	Agreement between Orange and Rockland Utilities, Inc. and Mangrascasale regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
10. Mirant Lovett, LLC	George Hansen	Agreement between Orange and Rockland Utilities, Inc. and Hansen regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
11. Mirant Lovett, LLC	Francis and Catherine MacMillan	Agreement dated 10-6-93 between Orange and Rockland Utilities, Inc. and MacMillan regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
12. Mirant Lovett, LLC	Patrick Ferriter	Agreement dated 5-8-87 between Orange and Rockland Utilities, Inc. and Ferriter regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
13. Mirant Lovett, LLC	Howard and Karen Hansen	Agreement dated 4-15-81 between Orange and Rockland Utilities, Inc. and Hansen regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
14. Mirant Lovett, LLC	Tomkins Memorial Church	Agreement dated 12-6-82 between Orange and Rockland Utilities, Inc. and Tomkins Memorial Church regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00

## Exhibit B

### Schedule of Assumed Executory Contracts and Unexpired Leases

Mirant Entity	Counterparty	Contract Name/Description	Cure Amount
15. Mirant Lovett, LLC	Margaret Marsh Louise Babcock Russell Babcock William Ireland George Hansen H. Hansen Betty M. Hansen Louise Nemeth Martha Ryder I. Ryder Theresa Feller Mrs. Henry Hansen Karin Hansen	Agreement dated 11-23-73 between Orange and Rockland Utilities, Inc. and Individuals regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
16. Mirant Lovett, LLC	Earl and Doris Fredenburg	Agreement dated 11-29-73 between Orange and Rockland Utilities, Inc. and Fredenburg regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
17. Mirant Lovett, LLC	George and Gloria McElroy	Agreement dated 11-16-73 between Orange and Rockland Utilities, Inc. and McElroy regarding water line connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
18. Mirant Lovett, LLC	Town of Stony Point	Agreement dated 12-13-88 between Orange and Rockland Utilities, Inc. and Town regarding fire hydrant connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
19. Mirant Lovett, LLC	Town of Stony Point	Agreement dated 3-8-74 between Orange and Rockland Utilities, Inc. between Town regarding fire-hydrant connection, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
20. Mirant Lovett, LLC	Ronald and Nancy Orecchio	Agreement dated 8-28-86 between Orange and Rockland Utilities, Inc. and Orecchio regarding house and deck extension, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
21. Mirant Lovett, LLC	Richard Baldwin	Agreement dated 7-5-73 between Orange and Rockland Utilities, Inc. and Baldwin regarding swimming pool construction, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
22. Mirant Lovett, LLC**	Massey Coal Sales Company, Inc.	Restated Coal Purchase and Sale Agreement dated 4-21-99, as amended from time to time, between Orange and Rockland Utilities, Inc. and Massey Coal Sales Company, Inc., assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99	\$0.00
23. Mirant Lovett, LLC	Riverkeeper, Inc.	Letter Agreement dated 1-24-03 regarding Mirant Lovett SPDES Permit # NY-0005711, DEC #3-3928-00010/00002	\$0.00
24. Mirant Lovett, LLC	CSX Transportation	License Agreement dated 7-15-49 between The New York Central Railroad Company and Rockland Light and Power Company regarding a six inch water main, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 090396005)	\$0.00

## Exhibit B

### Schedule of Assumed Executory Contracts and Unexpired Leases

<u>Mirant Entity</u>	<u>Counterparty</u>	<u>Contract Name/Description</u>	<u>Cure Amount</u>
25. Mirant Lovett, LLC	CSX Transportation	License Agreement dated 11-2-56 between The New York Central Railroad Company and Rockland Light and Power Company regarding an eight inch gas pipeline, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 112879)	\$0.00
26. Mirant Lovett, LLC	CSX Transportation	License Agreement dated 10-18-65 between The New York Central Railroad Company and Orange and Rockland Utilities, Inc. regarding three 69KV power wires, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 141640)	\$0.00
27. Mirant Lovett, LLC	CSX Transportation	License Agreement dated 5-22-67 between The New York Central Railroad Company and Orange and Rockland Utilities, Inc. regarding three 138KV power wires, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 145337)	\$0.00
28. Mirant Lovett, LLC	CSX Transportation	License Agreement for Wire, Pipe, and Cable Transverse Crossings and Longitudinal Occupations dated 12-1-70 between Penn Central Transportation Company and Orange and Rockland Utilities, Inc. regarding three 138KV power wires, assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 160191)	\$0.00
29. Mirant Lovett, LLC	CSX Transportation	Sidetrack Agreement dated 7-25-86 between Consolidated Rail Corporation and Orange and Rockland Utilities, Inc., assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 289186)	\$0.00
30. Mirant Lovett, LLC	CSX Transportation	License Agreement for Wire, Pipe, and Cable Transverse Crossings and Longitudinal Occupations dated 7-31-86 between Consolidated Rail Corporation and Orange and Rockland Utilities, Inc., assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 287328)	\$0.00
31. Mirant Lovett, LLC	CSX Transportation	Land and Track Lease Agreement dated 8-1-86 between Consolidated Rail Corporation and Orange and Rockland Utilities, Inc., assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC effective 6-30-99 (CR 286497)	\$15,122
32. Mirant Lovett, LLC	Tilcon Minerals, Inc.	Lease Agreement dated 7-14-86 between Tilcon Minerals, Inc. and Orange and Rockland Utilities, Inc., assigned by Orange and Rockland Utilities, Inc. to Mirant Lovett, LLC on 6-30-99	\$0.00
33. Mirant Lovett, LLC	National Response Corporation	Emergency Response Agreement dated February 18, 2000	\$0.00