

EXHIBIT 1

“Bid Procedures”

BID PROCEDURES

The following procedures (the “**Bid Procedures**”) shall govern the sale of three General Electric Model PG7241 FA 60 Hz dual fueled combustion turbines and all appurtenances, modules, equipment and certain other services related thereto (collectively, the “**Turbines**”) owned by Mirant Bowline, LLC (the “**Seller**”) to Invenergy Turbine Company, LLC (the “**Buyer**”) or any competing bidder.

1. Property to be Sold. Pursuant to that October 6, 2004, Purchase and Sale Agreement (the “**Agreement**”) between Buyer and Seller, Buyer has agreed to purchase at least two or more of the Turbines from Seller and assume certain Long Term Service Agreements by and between Seller and General Electric International, Inc. (“**GEII**”), as further described in the Agreement (the “**Transaction**”). Under the terms of the Agreement, Buyer will provide aggregate consideration, subject to certain adjustments and the auction process, of either (a) \$46,500,000.00 for the purchase of three Turbines; (b) \$31,000,000.00 for the purchase of two Turbines; or (c) if Buyer so elects, \$15,500,000.00 for the purchase of one Turbine. A copy of the Agreement may be obtained by request from counsel for the Seller, Morris Law Firm, 1950 North Park Place, Suite 400, Atlanta, GA 30339, Attn: J.T. Boone III, Esq. As provided herein, the sale (the “**Asset Sale**”) of the Turbines is subject to a determination of which entity or entities have submitted the highest or otherwise best bid or bids pursuant to the procedures set forth herein (each, a “**Successful Bidder**”) (as defined in Section 8 below). The Buyer shall be treated as a Qualified Bidder (as defined in Section 3 below) and the Agreement shall be treated as a Qualified Bid (as defined in Section 5 below) for all purposes under the Bid Procedures.

2. Due Diligence. Upon receipt by the Seller of (a) an executed confidentiality agreement (to be provided upon request) and (b) evidence satisfactory to the Seller that a potential bidder is reasonably likely to be able to consummate a purchase of the Turbines, each of sub-clauses (a) and (b) in form and substance satisfactory to the Seller in its sole discretion, a potential bidder shall be provided with additional information regarding the Turbines and be afforded the opportunity to inspect the Turbines. In addition, all reasonable efforts will be made to provide a potential bidder, who has satisfied the conditions of this Section 2, with such information as such potential bidder may determine is necessary or relevant to the formulation of its bid.

NEITHER WHITE & CASE LLP, HAYNES AND BOONE, LLP, MORRIS LAW FIRM NOR ANY OF THEIR RESPECTIVE PARTNERS, MEMBERS, COUNSEL OR ATTORNEYS (COLLECTIVELY, THE “SELLER’S ATTORNEYS”) HAS PREPARED ANY OF THE INFORMATION REGARDING THE SELLER OR THE TURBINES TO BE PROVIDED TO A POTENTIAL BIDDER IN CONNECTION WITH THE BID PROCEDURES SET FORTH HEREIN. CONSEQUENTLY, NO REPRESENTATION IS MADE BY ANY OF THE SELLER’S ATTORNEYS REGARDING THE ACCURACY, RELIABILITY, VERACITY, ADEQUACY, OR COMPLETENESS OF ANY INFORMATION PROVIDED IN CONNECTION WITH THE BID PROCEDURES, AND ALL POTENTIAL BIDDERS ARE ENCOURAGED TO CONSULT WITH THEIR OWN ADVISORS REGARDING ANY SUCH INFORMATION.

3. Qualified Bidders.

(a) A potential bidder that satisfies the following requirements and that the Seller determines, in its sole discretion, is reasonably likely to be able to consummate a purchase of one or more of the Turbines shall be considered a “**Qualified Bidder.**” Within three (3) business days of each potential bidders’ delivery of all of the material required in subsections (b)(i) through (b)(iv) below, Seller shall notify such potential bidder as to whether such potential bidder shall be considered a Qualified Bidder.

(b) Unless otherwise ordered by the United States Bankruptcy Court for Northern District of Texas (the “**Bankruptcy Court**”) for cause shown, no bid for one or more of the Turbines (other than the bid of the Buyer) will be considered unless prior to or in conjunction with making such bid, the bidder delivers the following items to Morris Law Firm, 1950 North Park Place, Suite 400, Atlanta, GA 30339, Attn: J.T. Boone III, Esq. with copies to White & Case LLP, 200 South Biscayne Boulevard, Suite 4900, Miami, FL 33131-2352, Attn: Gerard Uzzi, Esq. and to Mirant Corporation, 1155 Perimeter Center West, Atlanta, GA 30338-5416, Attn: Robert Dowd.

i. An executed confidentiality agreement (to be provided upon request) in form and substance satisfactory to the Seller in its sole discretion;

ii. Financial disclosure acceptable to, and as requested by, the Seller, in its sole discretion, which information shall demonstrate the financial capability of the potential bidder to consummate the Transaction;

iii. Evidence that the potential bidder has the internal authorizations and approvals necessary to engage in the Transaction without the consent of any entity that has not already been obtained; and

iv. An earnest money deposit (the “**Deposit**”) in the form of a fully-executed, irrevocable letter of credit issued to the [Seller] or cashier’s check made payable to the [Seller], each as is satisfactory to the Seller in its sole discretion, or cash in an amount equal to five-percent of the Proposed Consideration (as defined in Section 5(b) below). If the potential bidder delivers a letter of credit to the Buyer, such letter of credit must (a) have an expiration date of not earlier than [date] and (b) be drawable upon presentment of an officer’s certificate from the Seller stating only that the Seller is entitled to draw on the letter of credit. The bidder shall forfeit the Deposit and, to the extent applicable, the Seller may draw on the letter of credit if (w) the bidder is determined to be a Qualified Bidder and withdraws or modifies its bid or any other subsequent Overbid (as defined in Section 7 below) without the Seller’s consent other than as provided herein before the Bankruptcy Court approves the Seller’s selection of the Successful Bidder, or (x) the bidder is determined to be the Successful Bidder and (I) modifies or withdraws the bid or any subsequent Overbid without the Seller’s consent before the consummation of the sale contemplated by the Marked Agreement (as defined in Section 5(a) below), or (II) breaches the Marked Agreement. The Deposit shall be returned promptly to the bidder (y) if the bidder is determined not to be a

Qualified Bidder, or (z) under the circumstances contemplated by Section 11 hereof.

4. Time for Submission of Bids. Any Qualified Bidder that desires to participate in the Auction (as defined in Section 7 below) shall deliver a written copy of its bid not later than 4:00 p.m. (Prevailing Eastern Time) on [date] (the “**Bid Deadline**”) to (a) Morris Law Firm, 1950 North Park Place, Suite 400, Atlanta, GA 30339, Attn: J.T. Boone III, Esq. Fax: (770) 956-1002; (b) White & Case LLP, 200 South Biscayne Boulevard, Suite 4900, Miami, FL 33131, Attn: Gerard Uzzi, Esq., Fax: (305) 358-5744; and (c) to Mirant Corporation, 1155 Perimeter Center West, Atlanta, GA 30338-5416, Attn: Robert Dowd, Fax: (678) 579-3811. The Seller may extend the Bid Deadline in its sole discretion, but shall have no obligation to do so. If the Seller extends the Bid Deadline, it shall promptly notify the Buyer and all other Qualified Bidders of such extension.

5. Form and Contents of Bids. To constitute a “**Qualified Bid**,” a bid (other than the bid of Buyer) must satisfy the following requirements:

(a) The bid must include an executed definitive purchase agreement which shall be for the purchase of one or more of the Turbines and shall contain substantially comparable terms and conditions contained in the Agreement and must be marked to show amendments and modifications to the Agreement including price, terms and assets to be acquired (the “**Marked Agreement**”). All amendments or modifications to the proposed Agreement that are contained in the Marked Agreement must be “red lined” against the Agreement to be enforceable against the Seller.

(b) The Marked Agreement must provide for total consideration to the Seller of not less than (i) \$48,645,000.00 if it is an offer of the bidder to purchase three Turbines; (ii) \$33,000,000.00 if it is an offer of the bidder to purchase two Turbines; or (iii) \$16,500,000.00 if it is an offer of the bidder to purchase one Turbine (the “**Proposed Consideration**”), exclusive of any post-closing adjustments that do not guarantee additional consideration to the Seller’s estate.

(c) The Marked Agreement must not be conditioned on the ability of the bidder to obtain financing or the outcome of unperformed due diligence by the bidder.

(d) The Marked Agreement must not request or entitle the bidder to any topping fee, termination fee, expense reimbursement or similar type of payments.

(e) The Marked Agreement must be accompanied by a letter affirmatively (i) setting forth the identity of the bidder, the contact information for such bidder, and full disclosure of any affiliates or insiders of the Seller involved in such bid; (ii) stating that the bidder offers to purchase one or more of the Turbines upon the terms and conditions set forth in the Marked Agreement; (iii) summarizing the proposed consideration the bidder proposes to pay under the Marked Agreement; (iv) stating the aggregate value of the consideration the bidder proposes to pay under the Marked Agreement (which statement of value shall not be binding on the Seller or the Bankruptcy Court); (v) stating the form of the Deposit (i.e., letter of credit, cashier’s check or cash) made by the bidder; and (vi) further providing that such offer and any

subsequent Overbid (as defined in Section 7 below) shall be binding and irrevocable until the closing of the Asset Sale.

(f) The foregoing materials must be received on or before the Bid Deadline.

6. Notification of Opening Bid. At the commencement of the Auction (as defined in Section 7 below), the Seller will identify the opening bid or bids, which will be a Qualified Bid that the Seller determines, in its discretion, is higher or otherwise better than the bid of the Buyer as set forth in the Agreement. If no timely Qualified Bid is submitted as determined by the Seller, or if Buyer is the Successful Bidder (as defined herein), the Seller shall request at the Sale Hearing (as defined in the Bid Procedures Order) that the Court approve the Asset Sale of the Turbines to Buyer.

7. The Auction.

(a) The auction (the “**Auction**”) shall commence at [time] (Prevailing Eastern Time) on [date] at the offices of [place], or such later time or other place as the Seller shall notify the Buyer and all other Qualified Bidders who have submitted Qualified Bids and expressed their intent to participate in the Auction, as set forth above, but in no event will the Auction occur later than two (2) business days prior to the Sale Hearing scheduled in the Bid Procedures Order. Only Qualified Bidders will be eligible to participate at the Auction.

(b) Qualified Bidders must attend the Auction in person or through an authorized representative or agent with actual authority to participate in the Auction and bind such Qualified Bidder. During the Auction, any Qualified Bidder may increase its Qualified Bid by another Qualified Bid that:

- i. provides for cash consideration that exceeds by not less than \$100,000 the cash consideration to be paid pursuant to the then highest Qualified Bid or Overbid, if any (as defined below);
- ii. identifies specifically any other changes made to such Qualified Bidder’s prior Qualified Bid; and
- iii. satisfies the requirements of Sections 3(b) and 5 above.

Any bid received from a Qualified Bidder during the Auction that satisfies the requirements set forth in subsections (i) through (iii) above shall constitute an “**Overbid.**”

(c) If the bid of the Buyer is not the opening bid, or in the event of an Overbid, the Buyer will be entitled to submit successive increased Overbids and will be entitled in the calculation of the amount of the Buyer’s increased Overbid for a credit equal to the sum of the applicable Topping Fee plus the applicable Expense Reimbursement (as such terms are defined in the Agreement).

8. Selection of Successful Bidder. The Seller, in consultation with its legal and financial advisors, shall (a) review each Qualified Bid or Overbid on the basis of financial and contractual terms and the factors relevant to the sale process, including those factors affecting the

speed and certainty of consummating the sale and any obligations of Seller in respect of any Topping Fee and Expense Reimbursement, and (b) identify, in its reasonable discretion, each Qualified Bid or Overbid which constitutes the highest or otherwise best bid for the Turbines at the Auction (each, a “**Successful Bid**”). Subject to the preceding sentence and compliance with these Bid Procedures, a bidder making a Successful Bid shall be considered a “**Successful Bidder**.” At the conclusion of the Auction and after such review, identification and consultation, the Seller shall inform each of the Qualified Bidders of the decision regarding who is a Successful Bidder. At the Sale Hearing, Seller shall present each Successful Bid to the Bankruptcy Court for approval.

9. Failure to Consummate Purchase. If for any reason a Successful Bidder fails to consummate the purchase of the Turbines, or any part thereof, the offeror of the second highest and best bid (the “**Second Highest Bidder**”), which bid shall remain binding and irrevocable until the earlier of the closing of the Transaction or [#] days after the entry of the order approving the Asset Sale (the “**Irrevocable Period**”), will automatically be deemed to have submitted the highest and best bid and, at the Seller’s sole discretion, the Seller and the Second Highest Bidder shall effect the sale of the Turbines to the Second Highest Bidder without further order of the Bankruptcy Court, in which case the Second Highest Bidder shall be deemed to be the Successful Bidder for the purposes hereof. If such failure to consummate the purchase is the result of a breach of the Agreement or a Marked Agreement by a Successful Bidder, provided Seller has met all conditions of a Successful Bidder to closing, the Deposit of such Successful Bidder shall be forfeited to the Seller and the Seller specifically reserves the right to seek all available damages from the defaulting bidder. Notwithstanding the generality of this Section 9, the terms of the Agreement shall govern as to Buyer and the Deposit provided by Buyer.

10. Returns of Deposits. Within [five] business days after the conclusion of the Auction, the Deposits submitted by all Qualified Bidders shall be returned, except for those submitted by: (a) Buyer (if Buyer is not the Successful Bidder), in which case the terms of the Agreement shall govern the return of the Deposit, (b) a Successful Bidder, in which case the Deposit shall be treated as set forth in the Marked Agreement; (c) a Second Highest Bidder, in which case the Deposit shall be refunded within five business days after expiration of the Irrevocable Period unless prior thereto the Second Highest Bidder becomes the Successful Bidder, in which case, the Deposit shall be treated as set forth in the relevant Marked Agreement; and (d) any bidders (other than the Buyer, as to whom the terms of the Agreement shall govern) that forfeit their Deposit under Section 3(b)(iv) above. Except as otherwise provided for herein, if the Seller cancels the proposed sale or withdraws its motion to approve the sale of the Turbines, the Deposits submitted by all Qualified Bidders shall be promptly returned.

11. Business Judgment of the Seller. Except as otherwise specifically provided herein, the Seller, in its sole discretion, reserves the right to (a) determine whether the amendments and changes contained in each Marked Agreement are acceptable as terms and conditions to sell; (b) determine which Qualified Bid, if there is more than one, is the highest or otherwise best offer; (c) reject at any time prior to entry of an order of the Bankruptcy Court approving the sale to the Successful Bidder, any bid (other than Buyer’s bid represented by the Agreement) which the Seller deem to be (i) inadequate or insufficient, or (ii) not in conformity with the requirements of the title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*(the

“**Bankruptcy Code**”) or the Bid Procedures; and/or (d) modify these Bid Procedures in any manner that is not otherwise inconsistent with any order of the Bankruptcy Court.

Furthermore, based upon the terms of the Qualified Bids received, the number of Qualified Bidders participating, and such other information the Seller determines is relevant, the Seller may, except as otherwise specifically provided herein, adopt such other rules for conducting the Auction, that, in the Seller’s business judgment, will better promote the goals of the bidding process and that are not inconsistent with the Bankruptcy Code or any order of the Bankruptcy Court.