

Exhibit C to Sale Motion

“Agreement”

PURCHASE AND SALE AGREEMENT

by and between

MIRANT BOWLINE, LLC

and

INVENERGY TURBINE COMPANY LLC

dated October 6, 2004

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EXHIBITS

Exhibit A	Form of Approval Order
Exhibit B	Form of Bid Procedures Order
Exhibit C	Form of Bill of Sale
Exhibit D	Form of Buyer Letter of Credit
Exhibit E	Remediation Cost Escrow Agreement
Exhibit F	Form of LTSA Assignment, Assumption and Release Agreement

Exhibit G	TA Services Prepayment Letter
Exhibit H	GE Warranty Extension Letter
Exhibit I	GE Parts Delivery and Documentation Letter
Exhibit J	Loss Repair Escrow Agreement
Exhibit K	Form of Buyer Parent Guaranty
Exhibit L	Deposit Escrow Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT, dated as of October 6, 2004 (the "Effective Date", and this agreement as amended, amended and restated, supplemented or otherwise modified from time to time, the "Agreement"), is entered into among Mirant Bowline, LLC, a Delaware limited liability company ("Seller"), and Invenergy Turbine Company LLC, a Delaware limited liability company (together with its successors and assigns, "Buyer", and together with Seller the "Parties", and each, a "Party").

RECITALS

WHEREAS, in July 2003, Seller and certain of its Affiliates (as defined in Article I, below) commenced cases in the United States Bankruptcy Court for the Northern District of Texas under Chapter 11 of Title 11, United States Code (collectively, the "Chapter 11 Cases").

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller three (3) General Electric Model PG7241 FA 60 Hz dual fueled combustion turbines (Serial Nos. 297986, 297987 and 297988) (collectively, the "Turbines") at the price and on the other terms hereinafter set forth.

WHEREAS, subject to the entry of the Approval Order (as hereinafter defined) and on the terms and conditions set forth herein, Seller shall sell and Buyer shall purchase the Turbines.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, the Parties hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.01. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Affiliate" means, with respect to any specified Person, any other Person that directly, or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such specified Person. For the purposes of this definition, "control," when used with respect to any specified Person, means the possession of the power to direct the management or policies of the specified Person, directly or indirectly, whether through the ownership of voting securities, partnership or limited liability company interests, by contract or otherwise.

"Agreement" has the meaning specified in the preamble to this Agreement.

“Applicable Laws” means all statutes, rules, regulations, ordinances, orders and codes of federal, state, and local Governmental Authorities that apply to Seller, Buyer, the Turbines, or this Agreement.

"Approval Order" means an order reasonably acceptable to Buyer and Seller, substantially in the form of Exhibit A hereto.

"Auction" has the meaning set forth in Section 5.02(b) of this Agreement.

"Auction Date" has the meaning set forth in Section 5.02(b) of this Agreement.

"Bankruptcy Code" means Title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.*

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Texas or such other court having competent jurisdiction over the Chapter 11 Cases.

"Bid Deadline" has the meaning specified in Section 5.02(a)(i) of this Agreement.

"Bid Procedures" has the meaning specified in Section 5.02 of this Agreement.

"Bid Procedures Order" means an order or orders entered by the Bankruptcy Court to be submitted by Seller substantially in the form and substance of the order attached hereto as Exhibit B approving (a) the form and manner of the notice of sale of assets and assignment of contracts contemplated by this Agreement, (b) bidding procedures, (c) termination fees payable to Buyer in accordance with this Agreement, if any, and (d) Expense Reimbursement in favor of Buyer in accordance with this Agreement, if any.

"Bill of Sale" means the Bill of Sale to be executed by Seller on the Closing Date, substantially in the form of Exhibit C hereto.

“Bowline 1 LTSA” means that certain Long Term Service Agreement for Bowline Gas Turbine Serial No. 297988 dated as of the Closing Date, by and between Mirant Bowline, LLC, and General Electric International, Inc., which is hereby incorporated by reference and a true and correct copy of which has been provided to Buyer.

“Bowline 2 & 3 LTSA” means that certain Long Term Service Agreement for Bowline Gas Turbines Serial Nos. 297986 and 297987 dated as of the Closing Date, by and between Mirant Bowline, LLC, and General Electric International, Inc., which is hereby incorporated by reference and a true and correct copy of which has been provided to Buyer.

“Business Day” means any day that is not a Saturday, Sunday or other day on which banks are required or authorized by law to be closed in New York, New York.

"Buyer" has the meaning specified in the recitals to this Agreement.

“Buyer Letter of Credit” means that certain fully-executed, irrevocable letter of credit in the amount of two million three hundred twenty-five thousand dollars (\$2,325,000.00) issued by Bank One, NA, to Buyer attached as Exhibit D hereto.

“Buyer Parent Guaranty” means the parent guaranty to be provided by Buyer pursuant to Section 2.07(a), substantially in the form attached as Exhibit K hereto.

“Chapter 11 Cases” has the meaning specified in the recitals to this Agreement.

“Closing” has the meaning specified in Section 2.04 of this Agreement.

“Closing Date” has the meaning specified in Section 2.04 of this Agreement.

“Code” means the Internal Revenue Code of 1986, as amended and interpreted as of the Effective Date or as of the date of Closing, as the case may be, and all references to Treasury Regulations shall mean such regulations as they exist and are interpreted as of the Effective Date or as of the date of Closing, as the case may be.

“Component Level Survey” has the meaning set forth in Section 2.02(c) of this Agreement.

“Damaged Portion” has the meaning specified in Section 2.06(a) of this Agreement.

“Deposit Escrow Account” means an escrow account established at J.P. Morgan Trust Company, National Association, pursuant to the Deposit Escrow Agreement.

“Deposit Escrow Agreement” means an escrow agreement to be executed by Seller, Buyer and the Escrow Agent on the Closing Date pursuant to Section 2.03(b), substantially in the form of Exhibit L hereto.

“Deposit Escrow Amount” has the meaning specified in Section 2.03(b) of this Agreement.

“Dispute” has the meaning set forth in Section 8.17.

“Effective Date” has the meaning set forth in the preamble to this Agreement.

“Encumbrances” means any mortgages, pledges, liens, charges, security interests, conditional and installment sale agreements, activity and use limitations, conservation easements, deed restrictions, encumbrances and charges of any kind; provided, however, that neither the Bowline 1 LTSA nor the Bowline 2 & 3 LTSA shall constitute an Encumbrance.

“Equipment Survey” means the studies conducted by GE on behalf of Buyer and concerning the Turbines as further described in that certain letter agreement by and between Buyer and GE dated in the third quarter of the year 2004.

“Escrow Agent” means J.P. Morgan Trust Company, National Association.

“Estimated Remediation Cost” means the estimated cost to be paid to GE for remediation of the Turbines to a “clean and fit for service”, unfired condition with all components, parts, equipment and materials specified in Schedule I (based upon a shipping case level survey) in accordance with the results of the Equipment Survey.

“Expense Reimbursement” means reimbursement of all reasonable and documented out-of-pocket expenses incurred in connection with the transactions contemplated hereby (including, but not limited to, legal, accounting, engineering and other fees) up to the aggregate amounts set forth in Sections 5.02(f) and 7.03 of this Agreement, as applicable.

“Final Remediation Cost” has the meaning specified in Section 2.02(c) of this Agreement.

“GE” means the General Electric Company.

“GE Parts Delivery and Documentation Letter” means the letter from GE dated as of October 5, 2004, acknowledging certain delivery and documentation matters in the form attached hereto as Exhibit I to this Agreement.

“GE Warranty Extension Letter” means the letter from GE dated as of October 5, 2004, acknowledging the duration of the warranties applicable to the Turbines in the form attached hereto as Exhibit H.

“Governmental Authority” means any (a) federal, state, local, foreign or other government; (b) governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (c) court or governmental tribunal; provided, however, that it does not include Buyer, Seller, any Affiliate thereof, or any of their respective successors in interest or any owner or operator of the Turbines (if otherwise a Governmental Authority).

“Income Tax” means any Tax imposed by any Governmental Authority (a) based upon, measured by or calculated with respect to gross or net income, profits or receipts (including municipal gross receipts Taxes, capital gains Taxes and minimum Taxes), or (b) based upon, measured by or calculated with respect to multiple bases (including corporate franchise Taxes) if one or more of such bases is described in clause (a), in each case together with any interest, penalties or additions attributable to such Tax.

“IRS” means the Internal Revenue Service.

“Knowledge” used on this Agreement with respect to a Party means: (a) in the case of Seller, the extent of actual and current knowledge of the Persons identified in Schedule II without any implication of verification or investigation concerning such knowledge; and (b) in the case of Buyer, the extent of actual and current knowledge of the Persons identified in Schedule II without any implication of verification or investigation concerning such knowledge.

“Loss Repair Escrow Account” has the meaning specified in Section 2.06(a) of this Agreement.

“Loss Repair Escrow Agreement” means an escrow agreement to be executed by Seller, Buyer and the Escrow Agent pursuant to Section 2.06(a)(ii), substantially in the form of Exhibit J hereto.

“Loss Repair Escrow Amount” has the meaning specified in Section 2.06(a) of this Agreement.

“LTSA Assignment, Assumption and Release Agreement” means the Assignment, Assumption and Release Agreement, substantially in the form attached as Exhibit F hereto.

"Marked Agreement" has the meaning specified in Section 5.02(a)(ii) of this Agreement.

"Overbids" has the meaning specified in Section 5.02(a) of this Agreement.

"Party" has the meaning specified in the preamble to this Agreement.

"Person" means any individual, corporation, partnership, limited partnership, limited liability company, syndicate, group, trust, association or other organization or entity or government, political subdivision, agency or instrumentality of a government.

"Purchase Price" has the meaning specified in Sections 2.02 or 5.02(f) of this Agreement, as applicable.

"Qualified Bid" has the meaning specified in Section 5.02(a)(ii) of this Agreement.

"Qualified Bidder" has the meaning set forth in Exhibit B to the Bid Procedures Order.

“Remediation Cost Escrow Account” means an escrow account established at J.P. Morgan Trust Company, National Association, pursuant to the Remediation Cost Escrow Agreement.

“Remediation Cost Escrow Agreement” means an escrow agreement to be executed by Seller, Buyer and the Escrow Agent on the Closing Date pursuant to Section 2.02(c), substantially in the form of Exhibit E hereto.

“Remediation Cost Escrow Amount” has the meaning specified in Section 2.02(c) or 5.02(f) of this Agreement, as applicable.

"Sale Hearing" means the hearing at which the Bankruptcy Court considers entry of the Approval Order.

"Seller" has the meaning specified in the preamble to this Agreement.

“Successful Bid” means the Qualified Bid that is selected by Seller as the highest or otherwise best bid for the Turbines.

“Successful Bidder” means the Qualified Bidder making the Qualified Bid that is selected by Seller as the highest and otherwise best bid for the Turbines.

“TA Services Prepayment Letter” means that certain letter issued by GE dated as of October 5, 2004,, and attached hereto as Exhibit G.

“Tax” means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental (including taxes under Code Section 59A), customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real property), personal property, transactional, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not, including, without limitation, any item for which liability arises as a transferee or successor-in-interest.

“Tax Authority” means any Governmental Authority or any subdivision, agency, commission or authority thereof or any quasi-governmental or private body having jurisdiction over the assessment, determination, collection or imposition of any Tax.

“Tax Proceeding” has the meaning set forth in Section 2.06(c).

“Tax Return” means any return, report, information return, declaration, claim for refund, or other document, together with all amendments and supplements thereto (including all related or supporting information), required to be supplied to any Governmental Authority responsible for the administration of Applicable Laws governing Taxes.

“Termination Date” has the meaning specified in Section 7.01(h) of this Agreement.

“Third-Party Sale” has the meaning specified in Section 7.01(e) of this Agreement.

“Topping Fee” means the fee payable out of the proceeds of the consummated sale as set forth in Section 5.02(f) of this Agreement.

“Transfer Tax” means any sales Tax, transfer Tax, transaction Tax, conveyance fee, use Tax, stamp Tax, stock/security transfer Tax or other similar Tax, including any related penalties, interest and additions thereto.

“Turbines” has the meaning specified in the recitals to this Agreement unless otherwise indicated pursuant to Section 5.02(f), and includes (a) prepayments for certain technical advisory services, and (b) all appurtenances, modules and other equipment as detailed in Schedule I to this Agreement.

ARTICLE II
PURCHASE AND SALE

SECTION 2.01. Sale and Purchase of Turbines. Upon the terms and subject to the conditions contained in this Agreement (including, but not limited to, the entry of the Approval Order), at the Closing, pursuant to Section 363(f) of the Bankruptcy Code, Seller agrees to sell, convey, transfer and assign the Turbines to Buyer, and Buyer agrees to purchase and acquire the Turbines from Seller, free and clear of all Encumbrances.

SECTION 2.02. Purchase Price. Subject to the terms and conditions of this Agreement, at the Closing:

(a) Buyer shall pay to Seller an aggregate purchase price (the "Purchase Price") equal to forty-six million five hundred thousand dollars (\$46,500,000.00) for the Turbines in accordance with Section 2.05(b)(i).

(b) Subject to Sections 2.02(d), 7.01(i) and 7.05, the Purchase Price shall be reduced by (i) the Estimated Remediation Cost set forth in the Equipment Survey, and (ii) Seller's share of fees, if any, payable to the Escrow Agent pursuant to the Remediation Cost Escrow Agreement and the Loss Remediation Escrow Agreement, if applicable.

(c) Subject to Section 2.02(d), if Seller has received a copy of the Equipment Survey setting forth the Estimated Remediation Cost at or prior to Closing, then at Closing Buyer shall deposit a portion of the Purchase Price in an amount equal to (i) four million five hundred thousand dollars (\$4,500,000.00), less (ii) the amount of the Estimated Remediation Cost (the resulting amount, the "Remediation Cost Escrow Amount"), into the Remediation Cost Escrow Account in accordance with this Agreement and the Remediation Cost Escrow Agreement.

(i) Within ninety (90) days after the Closing, Buyer shall cause GE, at Buyer's expense, to conduct a component level inventory and survey of the Turbines (the "Component Level Survey") to determine whether all components, parts, equipment and materials specified in Schedule I are present (or available as contemplated in Section 2.08) and verify the cost of remediation of the Turbines to a "clean and fit for service", unfired condition and the amount necessary to repair or replace any missing or damaged parts to such condition (excluding any amounts already included in the Estimated Remediation Cost) (the "Final Remediation Cost"); provided, however, that if Buyer is unable to provide Seller with a copy of the Equipment Survey at or prior to Closing, then the Final Remediation Cost shall include the Estimated Remediation Cost.

(ii) Upon receipt of a copy of the Component Level Survey and such other documentation as may be required under the Remediation Cost Escrow Agreement, the Escrow Agent shall disburse in accordance with the Remediation Cost Escrow Agreement (A) to Buyer an amount equal to the Final Remediation Cost, and (B) to Seller the amount, if any, remaining in the Remediation Cost Escrow Account after disbursement of the Final Remediation Cost to Buyer.

(iii) Notwithstanding anything to the contrary in this Agreement, other than as set forth in this Section 2.02 or in Section 7.05, Seller shall not have any other or additional liability for the amount of the Final Remediation Cost, even if the amount of the Final Remediation Cost exceeds the amount in the Remediation Cost Escrow Account.

(d) If Buyer is unable to provide Seller with a copy of the Equipment Survey setting forth the Estimated Remediation Cost at or prior to Closing, then (i) at Closing Buyer shall deposit a portion of the Purchase Price in an amount equal to four million five hundred thousand dollars (\$4,500,000.00) into the Remediation Cost Escrow Account in accordance with this Agreement and the Remediation Cost Escrow Agreement, and such amount shall be deemed by the Parties and shall constitute the Remediation Cost Escrow Amount for purposes of this Agreement, including but not limited to for purposes of Section 2.02(c), and (ii) the Purchase Price shall not be adjusted pursuant to Section 2.02(b).

SECTION 2.03. Deposit. On the Effective Date, in order to secure Buyer's performance under this Agreement Buyer shall either (a) deliver to Seller, for the benefit of Seller, the Buyer Letter of Credit, or (b) deposit an amount equal to two million three hundred twenty-five thousand dollars (\$2,325,000.00) (the "Deposit Escrow Amount"), into the Deposit Escrow Account in accordance with this Agreement and the Deposit Escrow Agreement.

SECTION 2.04. The Closing. The sale and purchase of the Turbines referred to in Section 2.01 shall take place at the offices of Mirant Corporation, 1155 Perimeter Center West, Atlanta, GA 30338-5416, at 4 p.m., Eastern Standard Time, as soon as practicable after the closing conditions set forth in Article VI are satisfied, but not later than the Termination Date (the "Closing Date") after the conditions set forth in Article VI have been satisfied (or waived by the Party entitled to waive such condition) (the "Closing"), or at such other time and place as is mutually agreed to by Buyer and Seller.

SECTION 2.05. Deliveries at Closing.

On the Closing Date,

(a) Seller shall deliver to Buyer the following:

(i) the Bill of Sale duly executed by Seller;

(ii) possession of the Turbines to the extent in the possession of Seller, whereupon title to and risk of loss for the Turbines shall be borne by Buyer; provided, however, that Seller shall retain risk of loss for any Damaged Portion (as defined in Section 2.06) in accordance with Section 2.06;

(iii) as between Buyer and Seller, title to those portions of the Turbines not in Seller's possession as discussed in the GE Parts Delivery and Documentation Letter, whereupon risk of loss for such portions shall be borne by Buyer;

(iv) a copy of the GE Warranty Extension Letter duly executed by GE;

(v) a counterpart of the LTSA Assignment, Assumption and Release Agreement duly executed by Seller;

(vi) a counterpart of the LTSA Assignment, Assumption and Release Agreement duly executed by GE;

(vii) counterparts of the Bowline 1 LTSA and Bowline 2 & 3 LTSA duly executed by Seller;

(viii) counterparts of the Bowline 1 LTSA and Bowline 2 & 3 LTSA duly executed by GE;

(ix) the TA Services Prepayment Letter duly executed by GE;

(x) Seller's written consent with respect to the Estimated Remediation Cost, if applicable pursuant to Section 6.03(c);

(xi) a counterpart of the Remediation Cost Escrow Agreement duly executed by Seller;

(xii) a counterpart of the Remediation Cost Escrow Agreement duly executed by the Escrow Agent;

(xiii) a counterpart of the Loss Repair Escrow Agreement duly executed by Seller, if required pursuant to Section 2.06 and if such counterpart has not been previously provided to Buyer;

(xiv) a counterpart of the Loss Repair Escrow Agreement duly executed by the Escrow Agent, if required pursuant to Section 2.06 and if such counterpart has not been previously provided to Buyer;

(xv) the Buyer Letter of Credit, if provided by Buyer pursuant to Section 2.03;

(xvi) the GE Parts Delivery and Documentation Letter duly executed by GE; and

(xvii) the other documents required to be delivered pursuant to Sections 6.01 and 6.02.

(b) Buyer shall deliver to Seller (or the Escrow Agent in the case of Section 2.05(b)(i)) the following:

(i) the Purchase Price in accordance with Section 2.02 by wire transfer in immediately available funds of United States denomination to the account or accounts designated by Seller or into the Remediation Cost Escrow Account in accordance with the Remediation Cost Escrow Agreement, as applicable, at least two (2) Business Days prior to the Closing Date;

(ii) (A) a Certificate of Authority issued to Buyer by the New York State Department of Taxation and Finance, a copy of New York State Form ST121 duly executed by Buyer, and the Buyer Parent Guaranty duly executed by Invenegy Investment Company LLC, a Delaware limited liability company, or (B) if Buyer is unable to deliver such a Certificate of Authority, an amount equal to three million seven hundred seventy-eight thousand one hundred twenty-five dollars (\$3,778,125.00) in estimated Transfer Taxes associated with the transactions contemplated by this Agreement by wire transfer in immediately available funds of United States denomination to the account or accounts designated by Seller; provided, however, that if Buyer delivers the estimated Transfer Taxes at Closing, then Buyer shall not be obligated to deliver the Buyer Parent Guaranty;

(iii) a counterpart of the LTSA Assignment, Assumption and Release Agreement duly executed by Buyer;

(iv) a counterpart of the Remediation Cost Escrow Agreement duly executed by Seller;

(v) a counterpart of the Loss Repair Escrow Agreement duly executed by Buyer, if required pursuant to Section 2.06 and if such counterpart has not been previously provided to Seller;

(vi) any amount due and owing under Section 5.02(g) by wire transfer in immediately available funds of United States denomination to the account designated by Seller pursuant to Section 2.05(b)(i);

(vii) if not provided sooner and in Buyer's possession, a copy of the Equipment Survey;

(viii) proof of insurance in accordance with Section 8.05(a); and

(ix) the other documents required to be delivered pursuant to Sections 6.01 and 6.03.

SECTION 2.06. Damage to Turbines Prior to Closing.

(a) If, before the Closing Date, all or any portion of the Turbines is damaged or destroyed (the "Damaged Portion") (whether by fire, theft, vandalism or other casualty) in whole or in part, then Seller shall, at its option, either

(i) reduce the Purchase Price by the estimated cost to repair or restore the Damaged Portion, as reasonably determined by GE, or

(ii) deposit into an escrow account with the Escrow Agent (the "Loss Repair Escrow Account") an amount equal to the cost to repair or restore the same (as reasonably determined by GE) (the "Loss Repair Escrow Amount") in accordance with this Agreement and the Loss Repair Escrow Agreement. Seller shall cause the Damaged

Portion to be repaired or restored as soon as practicable in accordance with GE's reasonable recommendations utilizing GE or a GE-approved contractor and shall retain risk of loss for such Damaged Portion until such repair or restoration is completed (as reasonably determined by GE or the GE-approved contractor, as applicable, that performed the work). Upon the completion of any such repair or restoration, risk of loss for the Damaged Portion shall pass to Buyer. The Escrow Agent shall make disbursements from the Loss Repair Escrow Account upon receipt from Seller of invoices provided by GE or the GE-approved contractor that performed the work, as applicable, for such repairs in accordance with the Loss Repair Escrow Agreement. When the repair or restoration is completed, the Escrow Agent shall disburse the amount remaining in the Loss Repair Escrow Account, if any, to Seller in accordance with the Loss Repair Escrow Agreement, and each of Buyer and Seller shall authorize the Escrow Agent to make such a disbursement upon Seller's receipt of notice from GE that such repair or restoration is complete. Risk of loss for repaired or restored portions of the Turbines shall pass to Buyer five (5) Business Days following Buyer's receipt of GE's notice that such repair or restoration is complete.

(iii) If Seller elects to deposit the Loss Repair Escrow Amount into the Loss Repair Escrow Account, then the Parties shall enter into the Loss Repair Escrow Agreement at Closing in order to effect such deposit.

(b) If the estimated cost of repair of the Damaged Portion is greater than twenty percent (20%) of the Purchase Price, as reasonably determined by GE, or the estimated time to repair such Damaged Portion, as reasonably determined by GE, exceeds six (6) months from the date on which Seller receives GE's estimate regarding the cost to repair or restore the damage, then Buyer may terminate this Agreement pursuant to Section 7.01(j).

(c) The remedies set forth in this Section 2.06 for damage to the Turbines prior to the Closing shall be Buyer's sole and exclusive remedies with respect to such damage.

SECTION 2.07. Tax Matters.

(a) All Transfer Taxes incurred in connection with this Agreement, or the transactions contemplated herein, shall be paid by Buyer when due. Buyer shall indemnify and hold harmless Seller from and against the entirety of any and all Transfer Taxes (including reasonable legal, accounting and other expenses in connection therewith) incurred in connection with this Agreement or the transactions contemplated herein. If Buyer elects to provide the Buyer Parent Guaranty pursuant to Section 2.05(b)(ii)(A), then Buyer shall so provide Seller with a Buyer Parent Guaranty with respect to Buyer's obligations under this Section 2.07(a); in all other cases, Buyer shall pay the estimated Transfer Taxes at Closing in accordance with Section 2.05(b)(ii)(B). Buyer will file, to the extent required by Applicable Laws, all necessary Tax Returns and other documentation with respect to all such Transfer Taxes, and Seller will be entitled to review such returns in advance and such Tax Returns shall be subject to Seller's approval (which shall not be unreasonably withheld or delayed). To the extent required by Applicable Laws, but subject to such review and approval, Seller or any of its Affiliates will join in the execution of any such Tax Returns or other documentation. Any refund of Transfer Taxes paid by Buyer shall be for the benefit of the Buyer. Seller shall promptly notify Buyer of any

refund of such Transfer Taxes. Notwithstanding Section 2.05(b)(ii)(A), if Buyer elects to provide a Certificate of Authority to Seller pursuant to Section 2.05(b)(ii)(A), then Buyer shall provide Seller with a copy of a Certificate of Authority issued to Buyer by the New York State Department of Taxation and Finance and a copy of New York State Form ST121 duly executed by Buyer not less than three (3) Business Days prior to Closing.

(b) Each Party shall provide the other Party with such assistance as may reasonably be requested by the other Party in connection with the preparation of any Tax Return, any audit or other examination by any Taxing Authority, or any judicial or administrative proceedings relating to liability for Taxes, and each will retain and provide the requesting Party with any records or information which may be relevant to such return, audit or examination, proceedings or determination. Any information obtained pursuant to this Section 2.07(b) or pursuant to any other Section hereof providing for the sharing of information relating to or review of any Tax Return or other schedule relating to Taxes shall be kept confidential by the Parties.

(c) The provisions of this Section 2.07(c) shall apply only to the indemnification provided for under Section 2.07(a). After the Closing Date, in the case of any audit, examination, or other proceeding with respect to Taxes (“Tax Proceeding”) for which Buyer is or may be liable pursuant to this Agreement, if a claim for Transfer Taxes is made against Seller and if Seller intends to seek indemnity with respect thereto under Section 2.07(a), Seller shall promptly furnish written notice to Buyer of such claim. Failure of Seller to so notify Buyer within thirty (30) days of the claim being made against Seller shall terminate all rights of Seller to indemnity by Buyer with respect to such claim. Buyer shall have thirty (30) days after receipt of such notice to undertake, conduct, and control (through counsel of its own choosing and at its own expense) the settlement or defense thereof, and Seller shall cooperate with Buyer in connection therewith. Buyer shall permit Seller to participate in such settlement or defense through counsel chosen by Seller (but the fees and expenses of such counsel shall be paid by Seller). So long as Buyer, at Buyer’s cost and expense, (i) has undertaken the defense of, and assumed full responsibility for all reasonable legal, accounting and other expenses with respect to, such claim, (ii) is contesting such claim in good faith, by appropriate proceedings, and (iii) has taken such action (including the posting of a bond, deposit, or other security) as may be necessary to prevent any action to foreclose a lien against or attachment of the property of Seller for payment of such claim, Seller shall not pay or settle any such claim. Notwithstanding compliance by Buyer with the preceding sentence, Seller may elect to pay or settle any such claim, but upon such election it shall thereby automatically, and without any further action by any Party, irrevocably waive any right to indemnity by Buyer with respect to such claim. If within thirty (30) days after the receipt of Seller’s notice of a claim of indemnity hereunder, Buyer does not notify Seller that it elects (at Buyer’s cost and expense) to undertake the defense thereof and assume full responsibility for all reasonable legal, accounting and other expenses with respect thereto, or gives such notice and thereafter fails to contest such claim in good faith or to prevent action to foreclose a lien against or attachment of Seller’s property as provided above, Seller shall have the right to contest, settle, or compromise such claim and Seller shall not thereby waive any right to indemnity with respect to such claim under this Agreement.

(d) If the amount of Transfer Taxes paid by Buyer, in conjunction with the filing of a Tax Return or as subsequently adjusted by a Tax Authority, exceeds the amount of

estimated Transfer Taxes delivered at Closing by Buyer pursuant to Section 2.05(b)(ii) (or the amount of Transfer Taxes most recently adjusted under this Section 2.07(d), as the case may be), within thirty (30) days after receiving written notice thereof, Seller shall pay to Buyer such excess in immediately available funds of United States denomination. If the aforementioned amount of Transfer Taxes paid by Buyer is less than the amount of estimated Transfer Taxes delivered at Closing by Buyer pursuant to Section 2.05(b)(ii) (or the amount of Transfer Taxes most recently adjusted under this Section 2.07(d), as the case may be), within thirty (30) days after filing of a Tax Return or subsequently receiving written notice of adjustment by a Tax Authority, Buyer shall pay to Seller such excess in immediately available funds of United States denomination.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER

SECTION 3.01. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Organization, Standing. It is duly organized and validly existing under the laws of the State of Delaware, and it has all necessary limited liability company power and authority to enter into and perform its obligations under this Agreement.

(b) Authorization; Noncontravention. Subject to the limitations imposed upon it as a result of the commencement of the Chapter 11 Cases, it has all necessary limited liability company power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Except for the entry and effectiveness of the Approval Order, its execution and delivery of this Agreement, its performance of its obligations hereunder and the consummation of each of the transactions contemplated hereby have been duly authorized by all requisite action on its part and do not conflict with, or cause a default in or violation of (i) any law, rule, regulation, order, judgment or decree applicable to it or by which any of its property or assets is bound or affected, or (ii) its certificate of formation or other constitutional documents.

(c) Consents and Approvals. Except (i) to the extent excused by or unenforceable as a result of the filing of the Chapter 11 Cases or the applicability of any provision of the Bankruptcy Code, (ii) for the entry and effectiveness of the Approval Order, and (iii) for any consents to be obtained from GE or its Affiliates in connection with the purchase and sale contemplated by this Agreement, the execution and delivery of this Agreement does not, and performance of this Agreement will not, require any consent, approval, exemption, authorization or other action by, or material filing with or notification to, any Governmental Authority or any other Person.

(d) Litigation. Other than the Chapter 11 Cases, there are no claims, actions, proceedings or investigations pending or, to Seller's Knowledge, threatened against or affecting Seller or the Turbines before any Governmental Authority which purport to prohibit the transactions contemplated hereby.

(e) Binding Effect. Subject to entry of the Approval Order, this Agreement has been duly executed and delivered by it, and this Agreement constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms.

(f) Brokers. Other than PennEnergy, Inc. (whose fees shall be paid by Seller), no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement.

(g) Compliance with Law. Seller has not received written notice of any violation of any law, regulation or order, and is not in default under any order, writ, judgment, award, injunction or decree of any Governmental Agency applicable to the Turbines.

(h) Ownership of Turbines. Seller is the owner of the Turbines. Subject to the issuance of the Approval Order, at the Closing Seller will transfer to Buyer good and valid title to the Turbines, free and clear of any Encumbrance.

(i) Certain Knowledge Matters. Seller has no Knowledge of any reason(s) that cause it to believe that the Closing conditions set forth in Article VI will not be satisfied.

(j) No Knowledge of Buyer's Breach. To Seller's Knowledge, Buyer has not breached any of its covenants, representations or warranties set forth in this Agreement. Seller shall notify Buyer as promptly as practicable if any information that would breach any of Buyer's covenants, representations or warranties comes to Seller's attention prior to Closing.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

SECTION 4.01. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows:

(a) Organization, Standing. Buyer is duly organized and validly existing under the laws of the State of Delaware, and Buyer has all necessary limited liability company power and authority to enter into and perform its obligations under this Agreement.

(b) Authorization; Noncontravention. Buyer has all necessary limited liability company power and authority to enter into this Agreement, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. Subject to the entry and effectiveness of the Approval Order, the execution and delivery of this Agreement by Buyer, the performance by Buyer of its obligations hereunder and the consummation of each of the transactions contemplated hereby have been duly authorized by all requisite action on the part of Buyer and do not conflict with, or cause a default in or violation of (i) its constitutional documents or other constitutional documents, (ii) any law, rule, regulation, order, judgment or decree applicable to it or by which any property or asset of Buyer is bound or affected, or (iii) any note, bond, mortgage, indenture, contract, agreement, lease, license, permit, franchise or other instrument or obligation to which Buyer is a party.

(c) Consents and Approvals. Subject to the entry and effectiveness of the Approval Order, and except for any consents to be obtained from GE or its Affiliates in connection with the purchase and sale contemplated by this Agreement, the execution and delivery of this Agreement by Buyer does not, and the performance of this Agreement by Buyer will not, require any consent, approval, exemption, authorization or other action by, or material filing with or notification to, any Governmental Authority or any other Person.

(d) Litigation. There are no claims, actions, proceedings or investigations pending or, to the Knowledge of Buyer, threatened against or affecting Buyer or any of its assets or properties, before any Governmental Authority that purport to prohibit the transactions contemplated hereby.

(e) Binding Effect. This Agreement has been duly executed and delivered by Buyer, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

(f) Brokers. No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Buyer in connection with the transactions contemplated by this Agreement.

(g) Deposit. On the Effective Date, Buyer has delivered to Seller either the Buyer Letter of Credit or the Deposit Escrow Amount in accordance with the Deposit Escrow Agreement. The Buyer Letter of Credit is irrevocable prior to the earlier to occur of (i) the return of the Buyer Letter of Credit to Buyer pursuant to Section 7.03(a), Section 7.03(b) or Section 7.03(c), or (ii) Seller presenting the Buyer Letter of Credit for payment pursuant to Section 7.03(g).

(h) Certain Knowledge Matters. Buyer has no Knowledge of any reason(s) that cause it to believe that the Closing conditions set forth in Article VI will not be satisfied.

(i) "As Is" Sale. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, BUYER UNDERSTANDS AND AGREES THAT SELLER IS NOT MAKING ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS, IMPLIED, AT COMMON LAW, STATUTORY OR OTHERWISE, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, AND BUYER FURTHER UNDERSTANDS AND AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, THE TURBINES ARE BEING ACQUIRED "AS IS, WHERE IS" ON THE CLOSING DATE, AND IN THEIR CONDITION ON THE CLOSING DATE "WITH ALL FAULTS", AND THAT BUYER IS RELYING ON ITS OWN EXAMINATION OF SUCH TURBINES.

(j) Disclaimer of Representations and Warranties. WITHOUT LIMITING THE GENERALITY OF SECTION 4.01(i) AND EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 4.01, BUYER UNDERSTANDS AND AGREES THAT SELLER EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AT COMMON LAW, STATUTORY, OR OTHERWISE AS TO THE TURBINES AND ANY REPRESENTATION

OR WARRANTY OF MERCHANTABILITY, USAGE, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE TURBINES OR AS TO THE WORKMANSHIP THEREOF OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. BUYER AGREES THAT NO INFORMATION, MATERIAL OR COMMUNICATION PROVIDED OR MADE BY SELLER OR ANY REPRESENTATIVE OF SELLER SHALL CONSTITUTE, CREATE OR OTHERWISE CAUSE TO EXIST ANY REPRESENTATION OR WARRANTY OTHERWISE DISCLAIMED BY THE FOREGOING.

(k) Further Acknowledgement by Buyer. Buyer agrees not to rely on any representation made by Seller with respect to the condition, quality, or state of the Turbines except for those in this Agreement but rather, as a significant portion of the consideration given to Seller for this purchase and sale, has agreed to rely solely and exclusively upon its own evaluation of the Turbines, except as provided in this Agreement. The provisions of this Agreement are the result of extensive negotiations between the Parties and no other assurances, representations or warranties about the quality, condition, or state of the Turbines were made by Seller in the inducement thereof, except as provided in this Agreement.

(l) No Knowledge of Seller's Breach. To Buyer's Knowledge, Seller has not breached any of its covenants, representations or warranties set forth in this Agreement. Buyer shall notify Seller as promptly as practicable if any information that would breach any of Seller's covenants, representations or warranties comes to Buyer's attention prior to Closing.

(m) Inspection. Buyer acknowledges that, prior to its execution of this Agreement:

(i) it has been afforded access to and the opportunity to inspect the Turbines and other materials that Seller is obligated to provide or make available to Buyer pursuant to this Agreement;

(ii) it has inspected the Turbines and other materials that Seller is obligated to provide or make available to Buyer pursuant to this Agreement to the extent it deems necessary or advisable in connection with its decision to enter into this Agreement, and to consummate the purchase and sale contemplated by this Agreement;

(iii) it is relying upon Seller's representations and warranties expressly set forth in this Agreement and its own inspections and investigation in order to satisfy itself as to the condition and suitability of the Turbines. Buyer has not relied upon any representation, warranty, statement, advice, specifications, records, or other information of any type provided by Seller except for those expressly identified in this Agreement. In deciding to enter into this Agreement and to consummate the purchase and sale contemplated hereby, Buyer has relied solely upon its own knowledge, investigation, and analysis (and that of its representatives) and the Equipment Survey and not on any disclosure or representation made by, or any duty to disclose on the part of, Seller or any of its representatives, other than the representations and warranties of Seller expressly set forth herein; and

(iv) it acknowledges and agrees that Seller makes no representation or warranty, express, implied, at common law, statutory or otherwise, with respect to the accuracy or completeness of any records, specifications or other materials now, heretofore, or hereafter provided by Seller or made available to Buyer pursuant to this Agreement.

(n) Liquidity. At the Closing, Buyer will have liquid capital or committed resources therefore sufficient to permit Buyer to perform its obligations hereunder.

ARTICLE V
COVENANTS

SECTION 5.01. Submission for Bankruptcy Court Approval. Within five (5) Business Days after the Effective Date, Seller shall file (a) a motion or motions and supporting papers (including, a form of order substantially in the form and substance of the Bid Procedures Order) seeking the entry of an order by the Bankruptcy Court approving the Bid Procedures, and (b) a motion for approval of this Agreement and supporting papers (including the Approval Order) seeking entry of the Approval Order, all in a form and substance reasonably acceptable to Buyer. The Bid Procedures Order and the Approval Order may, at Seller's option, be sought under one (1) combined set of motion papers, which shall be in form and substance reasonably acceptable to Buyer. Each Party shall use its commercially reasonable efforts to promptly consummate the transactions contemplated herein and to have the Bankruptcy Court enter (x) the Bid Procedures Order as soon as practicable following the filing of the motion therefor, and (y) the Approval Order. Seller shall give appropriate notice under the Bankruptcy Code of the request for such relief, including such additional notice as the Bankruptcy Court shall direct, and provide appropriate opportunity for hearing, to all parties entitled thereto, of all motions, orders, hearings, or other proceedings relating to this Agreement or the transactions contemplated hereby.

SECTION 5.02. Bid Procedures. Buyer and Seller acknowledge that Seller must take reasonable steps to demonstrate that it has sought to obtain the highest and best price for the Turbines and the consummation of the transactions contemplated by this Agreement, including giving notice thereof to Seller's creditors and other interested parties, providing information about the Turbines to prospective bidders (subject to appropriate confidentiality agreements), entertaining higher and better offers from such prospective bidders, and, if necessary, conducting an Auction. To facilitate the foregoing, Seller shall seek entry of the Bid Procedures Order, which, among other things, shall provide for the bidding provisions and procedures (the "Bid Procedures") in substantial conformance with the following provisions:

(a) Seller shall consider as higher or otherwise better offers (the "Overbids") only those offers that meet the following requirements:

(i) Overbid Deadline. A Qualified Bidder that desires to make a bid shall deliver written copies of its bid 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, not later than such date and time as is specified in the Bid Procedures Order (the "Bid Deadline"). Seller may extend the Bid Deadline in its sole discretion, but shall have no obligation to do so. If Seller extends the Bid Deadline, it shall promptly notify Buyer and all other Qualified Bidders of such extension; provided, however, that Seller may not extend the Bid Deadline to a date that is less than two (2) Business Days prior to the Auction Date.

(ii) Overbid Requirements. A bid is a letter from a Qualified Bidder (other than Buyer, whose participation as a Qualified Bidder shall be on the terms set forth in this Agreement) stating that (X) the Qualified Bidder offers to purchase the Turbines upon the terms and conditions set forth in a copy of this Agreement attached to such letter, marked to show those amendments and modifications to this Agreement including price, terms, and assets to be acquired that the Qualified Bidder proposes (a "Marked Agreement"), and (Y) the Qualified Bidder's offer is irrevocable until the closing of the sale of the Turbines or such date as is specified in the Bid Procedures Order. Seller will consider a bid only if the bid:

(A) provides for a purchase price to Seller of at least two million one hundred forty-five thousand dollars (\$2,145,000.00) over the Purchase Price;

(B) is on terms that are substantially comparable to the terms of this Agreement, including the posting of an earnest money deposit in the amount of five percent (5%) of the purchase price proposed by such bidder either in the form of a deposit into an escrow account upon terms substantially similar to Deposit Escrow Agreement or of a letter of credit upon terms substantially equivalent to the Buyer Letter of Credit or;

(C) is not conditioned on obtaining financing or on the outcome of unperformed due diligence by the bidder with respect to the assets sought to be acquired;

(D) does not request or entitle the bidder to any topping fee, termination fee, expense reimbursement or similar type of payments; and

(E) is received by the Bid Deadline.

A bid received from a Qualified Bidder that meets the above requirements is a "Qualified Bid". A Qualified Bid will be valued based upon factors such as the net value provided by such bid (including consideration of any obligations of Seller in respect of any Topping Fee and Expense Reimbursement) and the likelihood and timing of consummating such transaction. Buyer's offer contained in this Agreement shall constitute a Qualified Bid.

(b) If, prior to the Bid Deadline, Seller has received at least one Qualified Bid that Seller reasonably determines is higher or otherwise better than the bid of Buyer set forth in

this Agreement, Seller shall conduct an auction (the "Auction") with respect to the Turbines and provide to Buyer and all Qualified Bidders the opportunity to submit additional bids at the Auction. The Auction shall take place no later than such date and time as is specified in the Bid Procedures Order (the "Auction Date"), at a location to be determined by Seller, or such later time or other place as Seller shall notify 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 shall 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. Seller may, at its option, provide or make available copies of any Qualified Bid(s) that Seller believes are the highest or otherwise best offer(s) to all Qualified Bidders who intend to participate in the Auction prior to the commencement thereof, but is required to provide copies of any Qualified Bid(s) to Buyer, which Seller determines to be a higher or otherwise better offer than that submitted by Buyer, no later than two (2) Business Days prior to the Auction Date.

(c) Based upon the terms of the Qualified Bids received, the number of Qualified Bidders participating in the Auction, and such other information as Seller determines is relevant, Seller may conduct the Auction in the manner it reasonably determines will achieve the maximum value for the Turbines. At the beginning of the Auction, a representative of Seller shall announce the amount of the bid that is at such time determined by Seller to be the highest and best bid. Thereafter, all additional bids shall be in increments of one hundred thousand dollars (\$100,000.00) or integral multiples thereof. Seller may adopt such other rules for bidding at the Auction, that, in Seller's business judgment, will better promote the goals of the bidding process and that are not inconsistent with any of the provisions of the Bid Procedures Order, the Bankruptcy Code or any order of the Bankruptcy Court entered in connection herewith. At least five (5) Business Days prior to the Auction, Seller will inform Buyer of the manner in which the Auction will be conducted.

(d) As soon as practicable after the conclusion of the Auction, Seller, in consultation with its legal and financial advisors, shall (i) review each Qualified Bid 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 (ii) identify the highest or otherwise best offer for the Turbines at the Auction. At the Sale Hearing, Seller shall present the Successful Bid to the Bankruptcy Court, for approval.

(e) If for any reason the Successful Bidder fails to consummate the purchase of the Turbines, Seller may, in its sole discretion, consummate the transaction with the bidder submitting the next highest or otherwise best bid.

(f) If the Turbines are sold or transferred to a Qualified Bidder or Qualified Bidders (in each case other than Buyer) other than as a result of Buyer's breach of this Agreement, then Buyer will be entitled to receive a Topping Fee in an amount equal to one million, three hundred ninety-five thousand dollars (\$1,395,000.00), and Expense Reimbursement of up to six hundred thousand dollars (\$600,000.00). Notwithstanding anything to the contrary in this Agreement, if a Qualified Bidder or Qualified Bidders other than Buyer

desires to purchase one or more Turbines at the Auction other than as a result of Buyer's breach of this Agreement, then the following applies:

(i) If such Qualified Bidder or Qualified Bidders desires to purchase one (1) of the Turbines, then the overbid requirement for such Turbine set forth in Section 5.02(a)(ii)(A) shall be one million dollars (\$1,000,000.00) (i.e., the Purchase Price for such Turbine shall be at least equal to sixteen million five hundred thousand dollars (\$16.5 million). If such Qualified Bidder or Qualified Bidders purchases such Turbine and closes on same, then (A) Buyer will be entitled to receive from Seller a Topping Fee equal to six hundred ninety-seven thousand five hundred dollars (\$697,500.00), and Expense Reimbursement of up to two hundred thousand dollars (\$200,000.00), and (B) Buyer shall purchase the remaining Turbines in accordance with this Agreement; provided, however, that the (I) the Purchase Price for Buyer for such remaining two (2) Turbines shall be equal to thirty-one million dollars (\$31,000,000.00), and (II) the amount of Transfer Taxes, the Remediation Cost Escrow Amount, the amount set forth in the TA Services Prepayment Letter, the amount to be escrowed pursuant to Sections 2.02(c) and 2.02(d), the amount set forth in Section 6.03(c), the amount set forth in Section 7.01(i), the amounts set forth in Section 7.05, and the storage fee imposed pursuant to Section 8.05(b) shall each be allocated pro rata on a per-Turbine basis among Buyer and the successful Qualified Bidder or Qualified Bidders; provided, however, that the Parties acknowledge that the allocation of the amount set forth in the TA Services Prepayment Letter shall be equitably distributed.

(ii) If such Qualified Bidder or Qualified Bidders desires to purchase two (2) of the Turbines, then the overbid requirement for such Turbines set forth in Section 5.02(a)(ii)(A) shall be two million dollars (\$2,000,000.00) (i.e., the Purchase Price shall be at least equal to thirty-three million dollars (\$33 million). If such Qualified Bidder or Qualified Bidders purchases such Turbines and closes on same, then Buyer may purchase the remaining Turbine in accordance with this Agreement. If Buyer elects to so purchase such remaining Turbine, then (A) Buyer will be entitled to receive from Seller a Topping Fee equal to one million, three hundred ninety-five thousand dollars (\$1,395,000.00), and Expense Reimbursement of up to four hundred thousand dollars (\$400,000.00) in the aggregate, (B) the Purchase Price for such remaining Turbine shall be equal to fifteen million five hundred thousand dollars (\$15,500,000.00), and (C) the amount of Transfer Taxes, the Remediation Cost Escrow Amount, the amount set forth in the TA Services Prepayment Letter, the amount to be escrowed pursuant to Sections 2.02(c) and 2.02(d), the amount set forth in Section 6.03(c), the amount set forth in Section 7.01(i), the amounts set forth in Section 7.05, and the storage fee imposed pursuant to Section 8.05(b) shall each be allocated pro rata on a per-Turbine basis among the Buyer and the successful Qualified Bidder or Qualified Bidders; provided, however, that the Parties acknowledge that the allocation of the amount set forth in the TA Services Prepayment Letter shall be equitably distributed. If Buyer elects not to so purchase the remaining Turbine, then this Agreement shall terminate in accordance with Section 7.01(k). Buyer shall notify Seller of its election to purchase or not to purchase the remaining Turbine within two (2) Business Days following the Closing of such other transaction involving the sale of two (2) of the Turbines to a Qualified Bidder or Qualified Bidders other than Buyer.

(g) Buyer shall be permitted to credit the amount of the Topping Fee and the Expense Reimbursement to its bid if it makes a competing bid at the Auction, as a result of which Buyer shall be permitted to submit a bid in an amount at least equal to the next incremental bid, which bid shall give Buyer credit for the amount of the Topping Fee plus the Expense Reimbursement. Notwithstanding any such matching for purposes of providing a competing bid, if Buyer purchases the Turbines as a result of such Auction, then Buyer shall pay Seller, at the Closing, by wire transfer in immediately available funds of United States denomination to the account designated by Seller, an amount equal to the positive difference, if any, between (X) the Expense Reimbursement amount utilized as part of such matching, minus (Y) Buyer's actual expenses incurred in accordance with Section 5.02(f) through the date of the Auction.

SECTION 5.03. Expenses.

Except to the extent specifically provided herein, in the Bid Procedures Order or in the Approval Order, whether or not the transactions contemplated hereby are consummated, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be borne by the Party incurring such costs and expenses. Notwithstanding the foregoing, all Transfer Taxes, if any, incurred in connection with this Agreement shall be paid by Buyer as provided in Section 2.07.

SECTION 5.04. Conduct Prior to the Closing.

(a) Seller covenants and agrees that, except with the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed, between the date hereof and the Closing, it shall not (i) take any action inconsistent with the transactions contemplated hereby, or (ii) dispose of, transfer, assign, charge or encumber any of the Turbines.

(b) Between the date hereof and the Closing Date, Seller shall:

(i) properly store and maintain the Turbines consistent with Seller's past practices,

(ii) provide Buyer and its agents with full and complete access to the Turbines and all specifications and documentation related to the Turbines during normal business hours as Buyer from time to time may reasonably request, and

(iii) comply in all material respects with all laws and orders applicable to the Turbines, and promptly following receipt thereof, give Buyer copies of any notice received from any Governmental Authority or other Person alleging any violation of or any liability under any such law or order, to the extent the alleged violation or liability relates to the Turbines.

(c) Buyer hereby releases Seller from any and all liability associated with Buyer's exercise of its right to free and clear access to the Turbines set forth in Sections 5.04(b)(ii) and 8.05 and shall indemnify, defend and hold harmless Seller and its Affiliates from and against any damages, losses, liabilities, obligations, claims of any kind or expenses suffered,

incurred or paid, directly or indirectly, as a result of, in connection with or arising out of Buyer's exercise of such right.

SECTION 5.05. Equipment and Component Level Surveys.

Buyer shall deliver to Seller, within two (2) Business Days following Buyer's receipt from GE or its Affiliates, copies of the Equipment Survey and the Component Level Survey and any related written or electronic material received by Buyer from GE and its Affiliates at any time and from time to time in connection with the Turbines. Buyer shall not contact the Escrow Agent seeking to disburse funds from the Remediation Cost Escrow Account pursuant to the Remediation Cost Escrow Agreement until at least five (5) days following Seller's receipt of the Component Level Survey.

SECTION 5.06. Updating.

Each Party to this Agreement shall promptly notify the other Party of any matter or occurrence of which such Party becomes aware that would reasonably be expected to constitute a breach by such Party of any representation, warranty, or covenant set forth in this Agreement, or of any reason of which such Party becomes aware why a condition to the performance of such Party's obligations hereunder would reasonably be expected not to be satisfied on or before the Closing Date.

SECTION 5.07. Access to Records.

Following the Closing Date and for a period of two (2) years thereafter, Seller and its Affiliates shall cooperate with and make available to Buyer and its agents for inspection and copying, upon reasonable request during normal business hours, the maintenance logs and other records related to the Turbines; provided, however, that Seller may destroy or otherwise dispose of such records so long as Seller gives Buyer written notice at least sixty (60) days prior to such destruction or disposition and the opportunity to remove such records as Buyer elects.

SECTION 5.08. Efforts to Close.

Without limiting the rights of either Party to exercise its rights under this Agreement, each of the Parties agrees to use its commercially reasonable efforts to consummate and make effective, as soon as reasonably practicable, and in any event prior to the Termination Date, the transactions contemplated by this Agreement, including the satisfaction of all conditions thereto set forth in this Agreement.

ARTICLE VI
CONDITIONS TO CLOSING

SECTION 6.01. Conditions to Closing. The respective obligations of Seller, on the one hand, and Buyer, on the other hand, to effect the sale and purchase of the Turbines is conditioned on satisfaction or waiver, prior to the Closing Date, of the following conditions:

(a) the representations and warranties of the other Party, contained in this Agreement shall have been true and correct when made and shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if made as of the Closing Date, and (i) Buyer shall have received a certificate from Seller to such effect signed by a duly authorized officer thereof in respect of the representations and warranties made herein by Seller, and (ii) Seller shall have received a certificate from Buyer to such effect signed by a duly authorized officer thereof in respect of the representations and warranties made herein by Buyer;

(b) no preliminary or permanent injunction or other order, judgment or decree by any federal or state court which prevents the consummation of the sale of the Turbines contemplated hereby shall have been issued and remain in effect (each Party agreeing to use its commercially reasonable efforts to have any such injunction, order or decree lifted) and no statute, rule or regulation shall have been enacted by any Governmental Authority which prohibits the consummation of the sale of the Turbines;

(c) the Bankruptcy Court shall have entered the Approval Order in the form and substance of Exhibit A and with such changes as are reasonably acceptable to Buyer and Seller and their respective counsel, and such Approval Order shall be in full force and effect as of the Closing and shall not be subject to any enforceable stay pending appeal as of the Closing Date; and

(d) all regulatory approvals necessary for the consummation of the transaction contemplated hereby have been received by Seller and Buyer.

SECTION 6.02. Conditions to Obligations of Buyer. The obligation of Buyer to purchase the Turbines in accordance with this Agreement is conditioned on satisfaction or waiver, prior to the Closing Date, of the following conditions:

(a) Buyer shall have received the items to be delivered pursuant to Section 2.05(a); and

(b) Seller shall have performed and complied in all material respects with the covenants contained in the Agreement which are required to be performed and complied with by Seller at or prior to the Closing, and Buyer shall have received a certificate from Seller to such effect signed by a duly authorized officer.

SECTION 6.03. Conditions to Obligations of Seller. The obligation of Seller to sell the Turbines in accordance with this Agreement is conditioned on satisfaction or waiver, prior to the Closing Date, of the following conditions:

(a) Seller shall have received the items to be delivered pursuant to Section 2.05(b);

(b) Buyer shall have performed and complied in all material respects with the covenants contained in this Agreement which are required to be performed and complied with by Buyer at or prior to the Closing, and Seller shall have received a certificate from Buyer to such effect signed by a duly authorized officer;

(c) the Estimated Remediation Cost shall not have exceeded four million five hundred thousand dollars (\$4,500,000.00) without Seller's prior written consent; and

(d) Seller shall have received from GE the GE Parts Delivery and Documentation Letter.

ARTICLE VII
TERMINATION

SECTION 7.01. Termination. This Agreement may be terminated at any time prior to the Closing Date by:

(a) mutual written consent of Seller and Buyer;

(b) Buyer, if there has been a material violation or breach by Seller of any covenant (including the failure to deliver any of the documents or items specified in Section 2.05(a)), representation or warranty made by it contained in this Agreement which has prevented the satisfaction of any condition to the obligations of Buyer to effect the Closing and such violation or breach has not been cured by Seller within thirty (30) Business Days of receipt of written notice thereof or waived by Buyer;

(c) Seller, if there has been a material violation or breach by Buyer of any covenant (including the failure to deliver any of the documents or items specified in Section 2.05(b)), representation or warranty made by it contained in this Agreement which has prevented the satisfaction of any condition to the obligations of Seller to effect the Closing and such violation or breach has not been cured by Buyer within thirty (30) Business Days of receipt of written notice thereof or waived by Seller;

(d) Seller or Buyer, if (i) there shall be any law or regulation that makes consummation of the transactions contemplated hereby illegal or otherwise prohibited or (ii) consummation of the transactions contemplated hereby would violate any nonappealable final order, decree or judgment of (A) the Bankruptcy Court or (B) any court or Governmental Authority having competent jurisdiction;

(e) Seller, if the Bankruptcy Court enters an order approving a sale of all three (3) Turbines as contemplated by this Agreement to a Person or Persons other than Buyer or any of its Affiliates (a "Third-Party Sale");

(f) Buyer or Seller, if the Bid Procedures Order has not been entered by the Bankruptcy Court within twenty-one (21) days after the filing of the motion contemplated by Section 5.01; provided, however, that if neither Party so terminates following the expiration of such twenty-one (21) day period but prior to the date on which the Bankruptcy Court enters the Bid Procedures Order, then on the date on which the Bid Procedures Order is entered each Party hereby waives and shall be deemed to have waived the right to so terminate in accordance with

this Section 7.01(f) and the termination right set forth in this Section 7.01(f) shall have no further force or effect;

(g) Buyer or Seller, if the Approval Order has not been entered by the Bankruptcy Court within forty-five (45) days after the entry of the Bid Procedures Order on the docket of the Bankruptcy Court; provided, however, that if neither Party so terminates following the expiration of such forty-five (45) day period but prior to the date on which the Bankruptcy Court enters the Approval Order, then on the date on which the Approval Order is entered each Party hereby waives and shall be deemed to have waived the right to so terminate in accordance with this Section 7.01(g) and the termination right set forth in this Section 7.01(g) shall have no further force or effect;

(h) Buyer or Seller, if the Closing Date shall not have occurred on or prior to January 28, 2005 (the "Termination Date"), for a reason other than the breach of this Agreement by the Party seeking termination;

(i) Seller, if the Estimated Remediation Cost exceeds four million five hundred thousand dollars (\$4,500,000.00) subject to Section 7.05;

(j) Buyer, pursuant to Section 2.06(b); or

(k) Automatically upon Seller's receipt of Buyer's election not to purchase, if Buyer elects not to purchase the remaining Turbine pursuant to Section 5.02(f)(ii).

SECTION 7.02. Effect of Termination. In the event of termination of this Agreement and abandonment of the transactions contemplated hereby by any Party pursuant to Section 7.01, written notice thereof shall forthwith be given by the terminating Party to the other Party and this Agreement shall terminate and the transactions contemplated hereby shall be abandoned, without further action by any of the Parties hereto, and there shall be no liability hereunder on the part of Buyer or Seller, except that:

(a) the Parties shall have the rights and remedies as set forth in Sections 7.03, 8.15 and 8.16 as the case may be; provided, however, that none of the Parties' respective trustees, directors, officers or Affiliates, as the case may be, shall have any liability or further obligation to the other Parties or any of their respective trustees, directors, officers or Affiliates, as the case may be, pursuant to this Agreement;

(b) all filings, applications and other submissions made pursuant to this Agreement, to the extent practicable, shall be withdrawn from the agency or other Person to which they were made; and

(c) the provisions set forth in Sections 5.03, 7.01, this 7.02 and 7.03 and Article VIII shall survive any termination of this Agreement.

SECTION 7.03. Termination Payments.

(a) If this Agreement is terminated pursuant to Sections 7.01(a), 7.01(d), 7.01(f), 7.01(h) or 7.01(j), then Seller shall return the Buyer Letter of Credit or the Deposit Escrow Amount, as applicable, to Buyer.

(b) If this Agreement is terminated pursuant to Sections 7.01(b), 7.01(g), or 7.01(i) then Buyer's sole and exclusive remedy shall be:

(i) the return of the Buyer Letter of Credit or the Deposit Escrow Amount, as applicable; and

(ii) subject to entry of the Bid Procedures Order, payment of the Expense Reimbursement in an amount of up to six hundred thousand dollars (\$600,000.00).

(c) If this Agreement is terminated pursuant to Sections 7.01(e) or 7.01(k), then Buyer's sole and exclusive remedy shall be:

(i) the return of the Buyer Letter of Credit or the Deposit Escrow Amount, as applicable;

(ii) subject to entry of the Bid Procedures Order, the payment of the Topping Fee in an amount equal to one million three hundred ninety-five thousand dollars (\$1,395,000.00); and

(iii) subject to entry of the Bid Procedures Order, the payment of the Expense Reimbursement in an amount of up to six hundred thousand dollars (\$600,000.00).

(d) Any payment of the Expense Reimbursement required to be made to Buyer pursuant to either Section 7.03(b) or Section 7.03(c) shall be made by wire transfer in immediately available funds of United States denomination to the account designated by Buyer within two (2) Business Days of such date of termination. If a payment of the Topping Fee is due to Buyer, then such payment shall be made on the date on which the sale of the Turbines to any other Person is closed and shall be subject to the Closing of such sale.

(e) If the Buyer Letter of Credit or Deposit Escrow Amount, as applicable, is to be returned to Buyer pursuant to Sections 7.03(a), 7.03(b) or 7.03(c), then the Buyer Letter of Credit or Deposit Escrow Amount, as applicable, shall be returned within two (2) Business Days after the date this Agreement is terminated.

(f) Seller's obligation to return the Buyer Letter of Credit or Deposit Escrow Amount, as applicable, or to pay the Topping Fee and/or the Expense Reimbursement (whether pursuant to Sections 7.03(a), 7.03(b), 7.03(c) or 7.03(g)) shall survive the termination of this Agreement and, provided that they are approved by the Bankruptcy Court as part of the Bid Procedures Order, shall constitute an administrative expense in Seller's Chapter 11 Cases or any subsequent conversion of Seller's Chapter 11 Cases to cases under Chapter 7 of the Bankruptcy Code under Sections 503(b) and 507(a)(1) of the Bankruptcy Code. Buyer's obligation to pay Seller the amount set forth in Section 7.03(g) shall survive the termination of this Agreement

(g) If this Agreement is terminated pursuant to Section 7.01(c), Buyer shall pay Seller two million three hundred twenty-five thousand dollars (\$2,325,000.00) as Seller's sole and exclusive remedy. Any such payment shall be made (i) in accordance with the Deposit Escrow Agreement, or (ii) by a draw by Seller for payment in accordance with the Buyer Letter of Credit, and in either case shall be made upon demand by Seller at any time on or after the date this Agreement is terminated.

SECTION 7.04. Extension; Waiver.

At any time prior to the Closing Date, Seller, on the one hand, or Buyer, on the other hand, may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive, in whole or in part, any inaccuracies in the representations and warranties of the other Party contained herein or in any document delivered pursuant hereto, (c) waive, in whole or in part, compliance with any of the agreements of the other Party contained herein or (d) waive, in whole or in part, any condition to its obligations hereunder. Any agreement on the part of Seller, on the one hand, or Buyer, on the other hand, to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of Seller or Buyer, as applicable.

SECTION 7.05. Certain Termination Provisions.

If Seller desires to terminate this Agreement pursuant to Section 7.01(i), Seller must give Buyer written notice of Seller's intent to so terminate within ten (10) days after receipt by Seller of the Equipment Survey. This Agreement shall terminate ten (10) days after Buyer's receipt of such notice unless Buyer provides Seller with a written notice that Buyer elects to proceed with the transactions contemplated herein, in which case the Purchase Price shall be equal to forty-two million dollars (\$42,000,000.00) and shall not be subject to further adjustments pursuant to Section 2.02(c) and no amount shall be required to be deposited in the Remediation Cost Escrow Account. If the Estimated Remediation Cost exceeds four million five hundred thousand dollars (\$4,500,000.00) and Seller does not elect to terminate pursuant to Section 7.01(i), then Seller shall reduce the Purchase Price by an additional amount equal to the difference between the Estimated Remediation Cost minus four million five hundred thousand dollars (\$4,500,000.00).

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01. Communications. All notices, requests, claims, demands and other communications provided for herein shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by telecopy, or by certified or registered mail, return receipt requested, postage prepaid, addressed in the manner set forth below (or in such other manner as shall be specified in a notice given in accordance with this Section 8.01):

(a) if to Buyer:

Invenergy Turbine Company LLC
233 S. Wacker Drive
Suite 9450
Chicago, IL 60606
Attention: Alex George
Facsimile No.: (312) 707-9045

with a copy to:

Sachnoff & Weaver, Ltd.
30 S. Wacker Drive
Suite 2900
Chicago, IL 60606
Attention: Jeffrey A. Schumacher
Facsimile No.: (312) 207-6400

(b) if to Seller:

Mirant Bowline, LLC
c/o Mirant Corporation
1155 Perimeter Center West
Atlanta, GA 30338-5416
Attention: Robert Dowd
Facsimile No.: (678) 579-3811

with a copy to:

Morris Law Firm
1950 North Park Place, Suite 400
Atlanta, GA 30339
Attention: J.T. Boone III, Esq.
Facsimile No.: (770) 956-1002

and

White & Case LLP
Wachovia Financial Center
200 S. Biscayne Boulevard
Suite 4900
Miami, FL 33131-2352
Attention: Gerard Uzzi, Esq.
Facsimile No.: (305) 358-5744

SECTION 8.02. No Waivers; Amendments.

(a) No failure or delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise

thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(b) Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Parties.

SECTION 8.03. Survival of Provisions. Except as otherwise provided herein, the Parties hereto agree that the representations and warranties contained in this Agreement shall not survive the Closing hereunder, and neither Party nor any of their respective Affiliates, officers, directors, representatives, employees, advisors or agents shall have any liability to the other after the Closing for any breach thereof. The Parties hereto agree that only the covenants contained in this Agreement to be performed at or after the Closing Date shall survive the Closing hereunder, and each Party hereto shall be liable to the other after the Closing Date for any breach thereof.

SECTION 8.04. Limitation on Liability. Notwithstanding anything to the contrary contained in this Agreement, neither Party hereto shall be liable to the other Party under this Agreement for any consequential, incidental or indirect damages whatsoever and in no event, whether as a result of breach of contract, warranty, tort liability (including negligence), strict liability or otherwise, and whether arising before or after completion of Seller's obligations under this Agreement, shall either Party be liable to the other Party for such Party's economic losses or damages caused by reason of shutdowns or services interruptions to the Turbines (including, but not limited to, loss of use, profits or revenue, inventory or use charges, cost of capital, loss of use of the turbines or of any associated equipment, facilities, services or replacement power or claims of such Party's customers), or special, indirect, incidental, consequential, or penal damages of any nature.

SECTION 8.05. Storage.

(a) Seller agrees to provide storage space and maintenance for the Turbines at their current location in accordance with Seller's past practices; provided, however, that Buyer shall first have obtained an insurance policy with respect to the Turbines as of the Closing including coverage, limits and other terms and conditions sufficient to protect Buyer and Seller from any risk of loss or other liability related to such storage, including but not limited to any liability associated with Buyer's obligation to indemnify, defend and hold harmless Seller in accordance with this Section 8.05. Buyer's insurance policy shall also provide for a waiver of all rights of subrogation against Seller. Buyer shall maintain such insurance policy without interruption during the period which Seller provides storage space for the Turbines in accordance with this Section 8.05.

(b) Subject to Section 5.02(f), Buyer shall pay Seller for storage costs and expenses at a rate of four thousand two hundred dollars (\$4,200.00) per day related to such storage beginning immediately after the Closing Date; such payments shall be made by Buyer within thirty (30) days of Buyer's receipt of an invoice therefor. Notwithstanding the foregoing, if all or any portion of the Turbines suffers damage covered by Section 2.06, then the fee payable to Seller for each day of storage pursuant to this Section 8.05 shall be reduced by a percentage

amount equal to the percentage value of the Damaged Portion (as reasonably determined by GE) relative to the Purchase Price. Buyer shall have free and clear access to the Turbines, subject to Seller's reasonable security and safety-related requirements, during the period of time during which Seller stores such Turbines pursuant to this Section 8.05.

(c) At any time after ninety (90) days following the Closing Date, Seller shall have the right, in its sole discretion, to provide Buyer with sixty (60) days' prior written notice of Seller's election to terminate Buyer's ability to store the Turbines pursuant to this Section 8.05. Upon the expiration of such sixty (60) day period, Buyer shall remove the Turbines from such storage site.

(d) Notwithstanding anything in this Agreement to the contrary, Seller shall under no circumstances be deemed to be a bailee of the Turbines, and Buyer shall indemnify, defend and hold harmless Seller and its Affiliates from and against any damages, losses, liabilities, obligations, claims of any kind or expenses suffered, incurred or paid, directly or indirectly, as a result of, in connection with or arising out of such storage, other than with respect to Seller's gross negligence or willful misconduct.

SECTION 8.06. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 8.07. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

SECTION 8.08. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted assigns. This Agreement shall not be assigned by operation of law or otherwise without the written consent of the other Parties hereto.

SECTION 8.09. Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

SECTION 8.10. Governing Law / Jurisdiction. This Agreement shall be governed by the laws of the State of New York. For so long as the Seller is subject to the jurisdiction of the Bankruptcy Court, the Parties hereto irrevocably elect and consent to the jurisdiction of the Bankruptcy Court as the sole judicial forum for the adjudication of any matters arising under or in connection with this Agreement.

SECTION 8.11. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

SECTION 8.12. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, relating to the subject matter hereof.

SECTION 8.13. Remedies. Subject to Section 7.03, Seller and Buyer hereby acknowledge and agree that money damages may not be an adequate remedy for any breach or threatened breach of any of the provisions of this Agreement and that, in such event, Seller or their successors or assigns, or Buyer or its successors or assigns, as the case may be, may, in addition to any other rights and remedies existing in their favor, apply to the Bankruptcy Court or any other court of competent jurisdiction for specific performance, and injunctive and/or other relief (without the necessity of posting a bond or other security) in order to enforce or prevent any violations of this Agreement.

SECTION 8.14. No Construction Against Drafter. In construing this Agreement, no consideration shall be given or presumption made on the basis of which Party drafted this Agreement or drafted any particular provision hereof or which Party supplied the form of Agreement.

SECTION 8.15. Closing Over Breaches or Unsatisfied Conditions.

If either Party to this Agreement elects to proceed with the Closing with Knowledge by such Party of any failure of any condition to be satisfied in its favor or the breach of any representation, warranty or covenant by the other Party, then the condition that is unsatisfied or the representation, warranty or covenant that is breached at the Closing Date shall be deemed waiver by such Party, and such Party shall be deemed to fully release and forever discharge the other Party on account of any and all claims, demands or charges, known or unknown, with respect to the same.

SECTION 8.16. Release.

(a) Except for Seller's obligations hereunder, Buyer hereby waives effective as of the Closing its right to recover from Seller or its Affiliates or any Person acting on behalf of Seller or any such Affiliates, and forever releases and discharges Seller, any such Affiliates and any such other Person, from any and all losses (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Turbines, including without limitation, all liabilities that in any way arise out of or are related to or associated with the ownership, possession, use or operation of any of the Turbines, before or after the Closing other than those arising out of gross negligence, fraud or willful misconduct. In this regard, Buyer expressly waives any and all rights and benefits that it now has, or in the future may have, conferred upon it by virtue of any statute or common law principle which provides that a general release does not extend to claims which a party does not know or suspect to exist in its favor at the time of

executing the release, if knowledge of such claims would have materially affected such party's settlement with the obligor. Buyer hereby further acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to claims, losses and liabilities that are presently unknown, unanticipated and unsuspected, that the release contained herein has been negotiated and agreed upon in light of such awareness, and that it nevertheless hereby intends to be bound, and each of its successors and assigns, to the release set forth above.

(b) Except for Buyer's obligations hereunder, Seller hereby waives effective as of the Closing its right to recover from Buyer or its Affiliates or any Person acting on behalf of Buyer or any such Affiliates, and forever releases and discharges Buyer, any such Affiliates and any such other Person, from any and all losses (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Turbines, including without limitation, all liabilities that in any way arise out of or are related to or associated with the ownership, possession, use or operation of any of the Turbines, before or after the Closing other than those arising out of gross negligence, fraud or willful misconduct. In this regard, Seller expressly waives any and all rights and benefits that it now has, or in the future may have, conferred upon it by virtue of any statute or common law principle which provides that a general release does not extend to claims which a party does not know or suspect to exist in its favor at the time of executing the release, if knowledge of such claims would have materially affected such party's settlement with the obligor. Seller hereby further acknowledges that it is aware that factual matters now unknown to it may have given or may hereafter give rise to claims, losses and liabilities that are presently unknown, unanticipated and unsuspected, that the release contained herein has been negotiated and agreed upon in light of such awareness, and that it nevertheless hereby intends to be bound, and each of its successors and assigns, to the release set forth above.

SECTION 8.17. Dispute Resolution.

Any and all disputes arising out of or in connection with the disbursement of monies from each of the Remediation Cost Escrow Account and the Loss Repair Escrow Account, as applicable (each such dispute, a "Dispute"), shall be addressed and resolved by the Parties as follows:

(a) If any Party raises a Dispute, the Parties shall cause an officer of their respective companies to meet, negotiate and attempt to resolve the Dispute on an amicable basis within twenty (20) calendar days of the non-disputing Party's receipt of notice of such Dispute. If such officers do not mutually agree to a written resolution of the Dispute within such period, then the parties shall engage in arbitration as set forth in Section 8.17(b). No disputed monies shall be disbursed from either of the Remediation Cost Escrow Account or the Loss Repair Escrow Account, as applicable, pending the resolution of a Dispute.

(b) If the Dispute cannot be settled within the period of time prescribed by Section 8.17(a), then (i) during the pendency of the Chapter 11 Case of Seller, the Bankruptcy Court shall retain exclusive jurisdiction over all matters relating hereto, including without limitation, the resolution of Disputes, and (ii) from and after the closing of the Chapter 11 Case of Seller, either Party may submit the Dispute to the American Arbitration Association for

arbitration under and in accordance with their commercial arbitration rules. The site of the arbitration shall be Atlanta, Georgia, USA.

(c) Upon the resolution of a Dispute pursuant to either Section 8.17(a) or 8.17(b), as applicable, the Parties shall mutually notify the appropriate Escrow Agent of such resolution and shall authorize such Escrow Agent to disburse monies in accordance with such writing, this Agreement, and the Remediation Cost Escrow Agreement or the Loss Repair Escrow Agreement, as applicable.

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Execution Version

IN WITNESS WHEREOF, the Parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Agreement to be duly executed and delivered as of the date first above written.

MIRANT BOWLINE, LLC, as Seller

By: *William J. Holden III*

Name: William J. Holden III

Title: Senior Vice President / Treasurer

INVENERGY TURBINE COMPANY LLC, as Buyer

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Agreement to be duly executed and delivered as of the date first above written.

MIRANT BOWLINE, LLC, as Seller

By: _____

Name: _____

Title: _____

INVENERGY TURBINE COMPANY LLC, as Buyer

By: Michael Polsky

Name: Michael Polsky

Title: President

Schedule I to
Purchase and Sale Agreement

Detailed Description of Turbines and Ancillary Equipment

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
5	297988	020001230559001	0559		SENSOR ARR-INLET-EXHAUST
6	297987	2055901	0559		SENSOR ARR-INLET-EXHAUST
7	297986	1055901	0559		SENSOR ARR-INLET-EXHAUST
8	297988	020002230639001	0639		GAS MASS FLOW TRANSM
9	297988	3063901	0639		FUEL GAS FLOW SYSTEM
10	297986	1063901	0639		FUEL GAS FLOW SYSTEM
11	297987	2063901	0639		FUEL GAS FLOW SYSTEM
12	297986	1063901	0639		GAS MASS FLOW TRANS.
13	297987	2063901	0639		GAS MASS FLOW TRANSM
14	297988	020004230706001	0706		DIFFUSER ASSY,EXHAUST
15	297987	2070601	0706		DIFFUSER ASSY,EXHAUST
16	297986	1070601	0706		DIFFUSER ASSY,EXHAUST
17	297988	020004330706002	0706		DIFFUSER ASSY,EXHAUST
18	297986	1070602	0706		DIFFUSER ASSY,EXHAUST
19	297988	020004430706003	0706		DIFFUSER ASSY,EXHAUST
20	297988	020000530726001	0726	0.000.309.140	COMBUSTION TUNING INSTR
21	297986	1072601	0726	0.000.300.516	COMBUSTION TUNING INSTR
22	297987	2072601	0726	0.000.300.515	COMBUSTION TUNING INSTR
23	297988	020001430905001	0905	0.000.299.443	PP ARR,LUBO FEED&DR-1BRG
24	297986	1090501	0905	0.000.301.429	PP ARR-LUBO FEED DR-1BRG
25	297987	2090501	0905	0.000.301.430	PP ARR-LUBO FEED DR-1BRG
26	297988	020000930906001	0906	0.000.299.811	PPG ARR-LO FD DRN-LOAD
27	297987	2090601	0906	0.000.301.412	PPG ARR-LO FD DRN-LOAD
28	297986	1090601	0906	0.000.301.411	PPG ARR-LO FD DRN-LOAD
29	297986	1090701	0907		PIPN ARR,LUBO FD&DR-2 BRG
30	297988	020001230907001	0907		PIPN ARR-LUBO FD DR-2 BRG
31	297987	2090701	0907		PIPN ARR-LUBO FD DR-2 BRG
32	297988	020001630909001	0909	0.000.299.800	PIPING - COOLING & SEALING
33	297988	020001730909002	0909	0.000.299.801	PIPING - COOLING SEALING
34	297987	2090902	0909	0.000.301.417	PIPING - COOLING SEALING
35	297986	1090902	0909	0.000.301.416	PIPING - COOLING SEALING
36	297986	1090901	0909	0.000.301.415	PIPING - COOLING SEALING
37	297987	2090901	0909	0.000.301.418	PIPING - COOLING SEALING
38	297988	020000230918001	0918	0.000.299.805	PIPING ARR FUEL NOZZ PURG
39	297986	1091801	0918	0.000.301.420	PIPING ARR FUEL NOZZ PURG
40	297987	2091801	0918	0.000.301.421	PIPING ARR FUEL NOZZ PURG
41	297988	020001230920001	0920	0.000.299.442	PIPING ARR FALSE START DRAIN
42	297986	1092001	0920		PIPING ARR FALSE START DRAIN
43	297987	2092001	0920		PIPING ARR FALSE START DRAIN
44	297988	3092402	0924		PIPING ARR AIR E
45	297987	2092401	0924		PIPING ARR AIR E
46	297986	1092402	0924		PIPING ARR AIR E
47	297986	1092401	0924		PIPING ARR AIR E
48	297987	2092402	0924		PIPING ARR AIR E
49	297988	3092401	0924		PIPING ARR AIR E
50	297988	020001130953001	0953	0.000.299.447	PIPING ARR COMPRESSOR WASHING
51	297987	2095301	0953		PIPING ARR COMPRESSOR WASHING

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
52	297986	1095301	0953		PIPING ARR COMPRESSOR WASHING
53	297988	020000430961001	0961	0.000.299.299	PIPING ARR FUEL OIL-TURBINE
54	297986	1096101	0961	0.000.301.419	PIPING ARR FUEL OIL-TURBINE
55	297987	2096101	0961	0.000.301.422	PIPING ARR FUEL OIL-TURBINE
56	297988	020000730964001	0964	0.000.309.144	PIPING ARR FIRE PROT-TB COMPT
57	297986	1096401	0964	0.000.300.530	PIPING ARR FIRE PROT-TB COMPT
58	297987	2096401	0964	0.000.300.529	PIPING ARR FIRE PROT-TB COMPT
59	297988	020000330968001	0968	0.000.299.448	PIPING ARR WATER INJECTION
60	297986	1096801	0968		PIPING ARR WATER INJECTION
61	297987	2096801	0968		PIPING ARR WATER INJECTION
62	297988	020001330972001	0972		PP ARR- CLG AIR-EXH FR
63	297986	1097201	0972	0.000.301.423	PP ARR- CLG AIR-EXH FR
64	297987	2097201	0972	0.000.301.424	PP ARR- CLG AIR-EXH FR
65	297986	1097601	0976		PIPING ARR EXH PLENUM DRAIN
66	297988	020001230976001	0976	0.000.299.449	PIPING ARR EXH PLENUM DRAIN
67	297987	2097601	0976		PIPING ARR EXH PLENUM DRAIN
68	297988	020001130979001	0979	0.000.299.446	PIPING ARR INLET PLENUM DRAIN
69	297987	2097901	0979		PIPING ARR INLET PLENUM DRAIN
70	297986	1097901	0979		PIPING ARR INLET PLENUM DRAIN
71	297988	020000730987001	0987	0.000.309.145	TUB ARR-PRFM MONITOR SYS
72	297986	1098701	0987	0.000.300.534	TUB ARR-PRFM MONITOR SYS
73	297987	2098701	0987	0.000.300.533	TUB ARR-PRFM MONITOR SYS
74	297988	020000730995001	0995	0.000.309.142	FIRE PROT EXH AREA
75	297987	2099501	0995	0.000.300.522	FIRE PROT EXH AREA
76	297986	1099501	0995	0.000.300.521	FIRE PROT EXH AREA
77	297987	2102201	1022		VALVE CONT 4-10
78	297988	020003731022002	1022	0.000.299.555	VLV- CONT-13 OR 9 ST
79	297986	1102202	1022	0.000.299.616	VLV- CONT-13 OR 9 ST
80	297986	1102201	1022		VALVE CONT 4-10
81	297987	2102201	1022	0.000.299.632	VLV- CONT-13 OR 9 ST
82	297988	020000531022001	1022	0.000.299.570	VALVE CONT 4-10
83	297988	020001031155001	1155		JUNCTION BOX ASS
84	297986	1115501	1155		JUNCTION BOX ASS
85	297987	2115501	1155		JUNCTION BOX ASS
86	297988	020012731207006	1207	0.000.380.567	BATTERY ACCESSORIES
87	297986	1120706	1207		BATTERY ACCESSORIES
88	297986	1120705	1207		BATTERY ACCESSORIES
89	297986	1120704	1207		BATTERY ACCESSORIES
90	297986	1120703	1207		BATTERY ACCESSORIES
91	297986	1120701	1207		BATTERY ACCESSORIES
92	297986	1120702	1207		BATTERY ACCESSORIES
93	297987	2120701	1207		BATTERY ACCESSORIES
94	297987	2120702	1207		BATTERY ACCESSORIES
95	297987	2120704	1207		BATTERY ACCESSORIES
96	297987	2120703	1207		BATTERY ACCESSORIES
97	297987	2120706	1207		BATTERY ACCESSORIES
98	297987	2120705	1207		BATTERY ACCESSORIES
99	297988	020012631207005	1207	0.000.380.577	BATTERY ACCESSORIES

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
100	297988	020012531207004	1207	0.000.380.537	BATTERY ACCESSORIES
101	297988	020012431207003	1207	0.000.380.527	BATTERY ACCESSORIES
102	297988	020012331207002	1207	0.000.380.557	BATTERY ACCESSORIES
103	297988	020012231207001	1207	0.000.380.547	BATTERY ACCESSORIES
104	297988	020012331207002	1207	0.000.380.557	BATTERY ACCESSORIES
105	297988	020012231207001	1207	0.000.380.547	BATTERY ACCESSORIES
106	297988	020012731207006	1207	0.000.380.567	BATTERY ACCESSORIES
107	297988	020012631207005	1207	0.000.380.577	BATTERY ACCESSORIES
108	297988	020012531207004	1207	0.000.380.537	BATTERY ACCESSORIES
109	297988	020012431207003	1207	0.000.380.527	BATTERY ACCESSORIES
110	297986	113090030200025	1309	0.000.296.038	HARDWARE, LOAD COUPLING
111	297988	020003631309002	1309	0.000.296.056	HARDWARE, LOAD COUPLING
112	297987	213090020200022	1309	0.000.296.023	HARDWARE- LOAD COUPLING
113	297986	113090010200023	1309	0.000.296.049	HARDWARE- LOAD COUPLING
114	297987	213090010200021	1309	0.000.296.022	HARDWARE- LOAD COUPLING
115	297988	020003531309001	1309	0.000.296.057	HARDWARE- LOAD COUPLING
116	297986	113090020200024	1309	0.000.296.039	HARDWARE, LOAD COUPLING
117	297987	2131101	1311		GUARD,COUPLING-OUTPU
118	297988	020000631311001	1311		GUARD-COUPLING-OUTPU
119	297986	1131101	1311		GUARD-COUPLING-OUTPU
120	297987	2131901	1319		COUPLING- SOLID OUTPUT
121	297986	1131901	1319		COUPLING- SOLID OUTPUT
122	297988	020001031319001	1319		COUPLING- SOLID OUTPUT
123	297988	3FNDN1	1603		Foundation Bolting
124	297987	2FNDN1	1603		Foundation Bolting
125	297986	1FNDN1	1603		Foundation Bolting
126	297987	2160401	1604		BOLTING & DOWLING
127	297988	316040010200007	1604		BOLTING DOWLING
128	297986	1160401	1604		BOLTING & DOWLING
129	297986	1161201	1612		PIENUM ASSY INLET
130	297987	2161207	1612		PIENUM ASSY INLET
131	297986	1161202	1612		PIENUM ASSY INLET
132	297986	1161203	1612		PIENUM ASSY INLET
133	297986	1161204	1612		PIENUM ASSY INLET
134	297986	1161205	1612		PIENUM ASSY INLET
135	297986	1161206	1612		PIENUM ASSY INLET
136	297986	1161207	1612		PIENUM ASSY INLET
137	297987	2161205	1612		PIENUM ASSY INLET
138	297988	3161207	1612		PIENUM ASSY INLET
139	297988	3161204	1612		PIENUM ASSY INLET
140	297988	3161205	1612		PIENUM ASSY INLET
141	297988	3161203	1612		PIENUM ASSY INLET
142	297988	3161201	1612		PIENUM ASSY INLET
143	297988	3161202	1612		PIENUM ASSY INLET
144	297988	3161206	1612		PIENUM ASSY INLET
145	297987	2161201	1612		PIENUM ASSY INLET
146	297987	2161202	1612		PIENUM ASSY INLET
147	297987	2161203	1612		PIENUM ASSY INLET

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
148	297987	2161204	1612		PIENUM ASSY INLET
149	297987	2161206	1612		PIENUM ASSY INLET
150	297987	2161701	1617		ENCL ASM LOAD DR
151	297986	1161701	1617		ENCL ASM LOAD DR
152	297988	020001331617001	1617	0.000.293.431	ENCL ASM LOAD DR
153	297986	1163405	1634	0.000.301.136	ENCLOSURE,POWER PLANT
154	297986	1163404	1634	0.000.301.135	ENCLOSURE,POWER PLANT
155	297986	1163403	1634	0.000.301.134	ENCLOSURE-POWER PLANT
156	297986	1163402	1634	0.000.301.133	ENCLOSURE-POWER PLANT
157	297986	1163401	1634	0.000.301.132	ENCLOSURE-POWER PLANT
158	297987	2163402	1634	0.000.301.129	ENCLOSURE-POWER PLANT
159	297987	2163403	1634	0.000.301.137	ENCLOSURE-POWER PLANT
160	297987	2163404	1634	0.000.301.138	ENCLOSURE-POWER PLANT
161	297987	2163405	1634	0.000.301.139	ENCLOSURE-POWER PLANT
162	297987	2163401	1634	0.000.301.128	ENCLOSURE-POWER PLANT
163	297988	020006931634001	1634	0.000.299.364	ENCLOSURE-POWER PLANT
164	297988	020007031634002	1634	0.000.299.365	ENCLOSURE-POWER PLANT
165	297988	020007131634003	1634	0.000.299.366	ENCLOSURE-POWER PLANT
166	297988	020007231634004	1634	0.000.299.367	ENCLOSURE-POWER PLANT
167	297988	020007331634005	1634	0.000.299.368	ENCLOSURE-POWER PLANT
168	297987	2163501	1635	0.000.300.525	VENT DISCHARGE, FLG ARR
169	297988	020000731635001	1635	0.000.309.143	VENT DISCHARGE- FLG ARR
170	297986	1163501	1635	0.000.300.528	VENT DISCHARGE- FLG ARR
171	297987	2164301	1643		FAN,VENT-ENCLOSURE
172	297987	2164308	1643		FAN,VENT-ENCLOSURE
173	297986	1164307	1643		FAN,VENT-ENCLOSURE
174	297987	2164306	1643		FAN,VENT-ENCLOSURE
175	297986	1164303	1643		FAN-VENT-ENCLOSURE
176	297986	1164301	1643		FAN-VENT-ENCLOSURE
177	297986	1164309	1643		FAN-VENT-ENCLOSURE
178	297986	1164306	1643		FAN-VENT-ENCLOSURE
179	297987	2164309	1643		FAN-VENT-ENCLOSURE
180	297987	2164307	1643		FAN-VENT-ENCLOSURE
181	297987	2164304	1643		FAN-VENT-ENCLOSURE
182	297987	2164303	1643		FAN-VENT-ENCLOSURE
183	297987	2164305	1643		FAN-VENT-ENCLOSURE
184	297987	2164302	1643		FAN-VENT-ENCLOSURE
185	297988	020005531643008	1643		FAN-VENT-ENCLOSURE
186	297988	020005631643009	1643		FAN-VENT-ENCLOSURE
187	297988	020005431643007	1643		FAN-VENT-ENCLOSURE
188	297988	020005331643006	1643		FAN-VENT-ENCLOSURE
189	297988	020005131643004	1643		FAN-VENT-ENCLOSURE
190	297988	020005031643003	1643		FAN-VENT-ENCLOSURE
191	297988	020004831643001	1643		FAN-VENT-ENCLOSURE
192	297988	020004931643002	1643		FAN-VENT-ENCLOSURE
193	297988	020005231643005	1643		FAN-VENT-ENCLOSURE
194	297986	1164304	1643		FAN-VENT-ENCLOSURE
195	297986	1164308	1643		FAN-VENT-ENCLOSURE

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
196	297986	1164305	1643		FAN-VENT-ENCLOSURE
197	297986	1164302	1643		FAN-VENT-ENCLOSURE
198	297988	020001531645002	1645	0.000.295.980	WALKWAY ARR
199	297987	2164503	1645		WALKWAY ARR
200	297986	1164501	1645		WALKWAY ARR
201	297986	1164503	1645		WALKWAY ARR
202	297986	1164502	1645		WALKWAY ARR
203	297987	2164501	1645		WALKWAY ARR
204	297987	2164502	1645		WALKWAY ARR
205	297988	020001631645003	1645	0.000.295.986	WALKWAY ARR
206	297988	020001431645001	1645	0.000.295.972	WALKWAY ARR
207	297986	1164801	1648		CRANE - OVERHEAD TRVL
208	297988	020000931648001	1648	0.000.293.432	CRANE - OVERHEAD TRVL
209	297987	2164801	1648		CRANE - OVERHEAD TRVL
210	297987	2165201	1652		LADDER-EXHAUST TC
211	297988	020000831652001	1652	0.000.293.434	LADDER-EXHAUST TC
212	297986	1165201	1652		LADDER-EXHAUST TC
213	297987	2557T01	557T		96CD PANEL ASSY
214	297988	02000213557T001	557T	0.000.304.516	TRANSDUCER ARRGMNT
215	297988	02000193557T001	557T		96CD PANEL ASSY
216	297987	2557T01	557T		TRANSDUCER ARRGMNT
217	297986	1557T01	557T		TRANSDUCER ARRGMNT
218	297986	1557T01	557T		96CD PANEL ASSY
219	297987	2969A01	969A		INTC PPG, LUBE OIL
220	297986	1969A02	969A		INTC PPG- LUBE OIL
221	297987	2969A02	969A		INTC PPG- LUBE OIL
222	297988	02000273969A001	969A		INTC PPG- LUBE OIL
223	297988	02000283969A002	969A		INTC PPG- LUBE OIL
224	297986	1969A01	969A		INTC PPG, LUBE OIL
225	297988	02000043969C002	969C		TUBING ARR-INTCON 9
226	297988	02000033969C001	969C		TUBING ARR-INTCON 9
227	297988	02000053969C003	969C		TUBING ARR-INTCON 9
228	297987	2969C03	969C		TUBING ARR-INTCON 9
229	297987	2969C01	969C		TUBING ARR-INTCON 9
230	297986	1969C02	969C		TUBING ARR-INTCON 9
231	297986	1969C01	969C		TUBING ARR-INTCON 9
232	297986	1969C03	969C		TUBING ARR-INTCON 9
233	297987	2969C02	969C		TUBING ARR-INTCON 9
234	297986	1969D01	969D	0.000.301.409	PPG,ATOM-AIR<969D>7F
235	297988	02000033969D001	969D	0.000.299.444	PPG-ATOM-AIR 969D 7F
236	297987	2969D01	969D	0.000.301.410	PPG-ATOM-AIR 969D 7F
237	297988	02000083969G001	969G	0.000.299.806	PPG, FUEL, GAS <969G
238	297986	1969G01	969G		PPG- FUEL- GAS 969G
239	297987	2969G01	969G		PPG- FUEL- GAS 969G
240	297987	2969L01	969L	0.000.301.414	PP,LIQ-FL-PRG<969L>7
241	297986	1969L01	969L	0.000.301.413	PP-LIQ-FL-PRG 969L 7
242	297988	02000033969L001	969L	0.000.299.804	PP-LIQ-FL-PRG 969L 7
243	297988	02000083969M001	969M	0.000.299.298	INTC PPG- CONTROL OI

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
244	297986	1969M01	969M	0.000.301.407	INTC PPG- CONTROL OI
245	297987	2969M01	969M	0.000.301.408	INTC PPG- CONTROL OI
246	297988	02000073A035001	A035		WATER INJ UNIT-NOX RDCN
247	297986	1A03501	A035		WATER INJ UNIT-NOX RDCN
248	297987	2A0350010200001	A035		WATER INJ UNIT-NOX RDCN
249	297986	1A03701	A037		CONTROL ARR,INLET HEATING
250	297987	2A03703	A037		MANUAL STOP VALVE
251	297987	2A03701	A037		CONTROL ARR-INLET HEATING
252	297986	1A03703	A037		MANUAL STOP VALVE
253	297987	2A03702	A037		CONTROL VALVE
254	297988	02000363A037002	A037		CONTROL VALVE
255	297988	02000013A037001	A037	0.000.299.571	CONTROL ARR-INLET HEATING
256	297986	1A03702	A037		CONTROL VALVE
257	297988	02000123A037001	A037	0.000.301.504	MANUAL STOP VALVE
258	297986	1A04020	A040		INLET COMPARTMENT
259	297987	2A04018	A040		INLET COMPARTMENT
260	297988	02003773A040023	A040		INLET COMPARTMENT
261	297986	1A04016	A040		INLET COMPARTMENT
262	297987	2A04024	A040		INLET COMPARTMENT
263	297987	2A04026	A040		INLET COMPARTMENT
264	297988	02003573A040003	A040		INLET COMPARTMENT
265	297987	2A04002	A040		INLET COMPARTMENT
266	297987	2A04008	A040		INLET COMPARTMENT
267	297987	2A04014	A040		INLET COMPARTMENT
268	297986	1A04008	A040		INLET COMPARTMENT
269	297986	1A04013	A040		INLET COMPARTMENT
270	297988	02003783A040024	A040		INLET COMPARTMENT
271	297986	1A04001	A040		INLET COMPARTMENT
272	297986	1A04002	A040		INLET COMPARTMENT
273	297986	1A04015	A040		INLET COMPARTMENT
274	297986	1A04004	A040		INLET COMPARTMENT
275	297986	1A04005	A040		INLET COMPARTMENT
276	297986	1A04006	A040		INLET COMPARTMENT
277	297986	1A04009	A040		INLET COMPARTMENT
278	297986	1A04011	A040		INLET COMPARTMENT
279	297986	1A04007	A040		INLET COMPARTMENT
280	297987	2A04015	A040		INLET COMPARTMENT
281	297987	2A04023	A040		INLET COMPARTMENT
282	297987	2A04005	A040		INLET COMPARTMENT
283	297987	2A04020	A040		INLET COMPARTMENT
284	297987	2A04004	A040		INLET COMPARTMENT
285	297987	2A04001	A040		INLET COMPARTMENT
286	297987	2A04006	A040		INLET COMPARTMENT
287	297987	2A04007	A040		INLET COMPARTMENT
288	297987	2A04010	A040		INLET COMPARTMENT
289	297987	2A04011	A040		INLET COMPARTMENT
290	297987	2A04012	A040		INLET COMPARTMENT
291	297987	2A04013	A040		INLET COMPARTMENT

	A	B	C	D	E					
1	Schedule 1									
2						Scope of Turbine Supply				
3										
4	Unit	Case	MLI	eTag	Desc					
292	297988	02003703A040016	A040		INLET COMPARTMENT					
293	297988	02003713A040017	A040		INLET COMPARTMENT					
294	297988	02003723A040018	A040		INLET COMPARTMENT					
295	297988	02003733A040019	A040		INLET COMPARTMENT					
296	297988	02003763A040022	A040		INLET COMPARTMENT					
297	297988	02003793A040025	A040		INLET COMPARTMENT					
298	297988	02003803A040026	A040		INLET COMPARTMENT					
299	297988	02003693A040015	A040		INLET COMPARTMENT					
300	297988	02003823A040028	A040		INLET COMPARTMENT					
301	297988	02003753A040021	A040		INLET COMPARTMENT					
302	297988	02003813A040027	A040		INLET COMPARTMENT					
303	297988	02003583A040004	A040		INLET COMPARTMENT					
304	297988	02003553A040001	A040		INLET COMPARTMENT					
305	297988	02003683A040014	A040		INLET COMPARTMENT					
306	297988	02003593A040005	A040		INLET COMPARTMENT					
307	297988	02003603A040006	A040		INLET COMPARTMENT					
308	297988	02003613A040007	A040		INLET COMPARTMENT					
309	297988	02003623A040008	A040		INLET COMPARTMENT					
310	297988	02003633A040009	A040		INLET COMPARTMENT					
311	297988	02003643A040010	A040		INLET COMPARTMENT					
312	297988	02003653A040011	A040		INLET COMPARTMENT					
313	297988	02003663A040012	A040		INLET COMPARTMENT					
314	297988	02003673A040013	A040		INLET COMPARTMENT					
315	297988	02003563A040002	A040		INLET COMPARTMENT					
316	297986	1A04025	A040		INLET COMPARTMENT					
317	297986	1A04017	A040		INLET COMPARTMENT					
318	297986	1A04018	A040		INLET COMPARTMENT					
319	297986	1A04019	A040		INLET COMPARTMENT					
320	297986	1A04021	A040		INLET COMPARTMENT					
321	297986	1A04024	A040		INLET COMPARTMENT					
322	297986	1A04026	A040		INLET COMPARTMENT					
323	297986	1A04027	A040		INLET COMPARTMENT					
324	297986	1A04028	A040		INLET COMPARTMENT					
325	297986	1A04010	A040		INLET COMPARTMENT					
326	297986	1A04003	A040		INLET COMPARTMENT					
327	297986	1A04014	A040		INLET COMPARTMENT					
328	297987	2A04025	A040		INLET COMPARTMENT					
329	297987	2A04016	A040		INLET COMPARTMENT					
330	297987	2A04017	A040		INLET COMPARTMENT					
331	297987	2A04028	A040		INLET COMPARTMENT					
332	297987	2A04019	A040		INLET COMPARTMENT					
333	297987	2A04021	A040		INLET COMPARTMENT					
334	297987	2A04022	A040		INLET COMPARTMENT					
335	297987	2A04009	A040		INLET COMPARTMENT					
336	297986	1A04023	A040		INLET COMPARTMENT					
337	297987	2A04027	A040		INLET COMPARTMENT					
338	297987	2A04003	A040		INLET COMPARTMENT					
339	297986	1A04022	A040		INLET COMPARTMENT					

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
340	297988	02003743A040020	A040		INLET COMPARTMENT
341	297986	1A04012	A040		INLET COMPARTMENT
342	297988	02000413A041003	A041	0.000.299.762	DUCT ARR-INLET
343	297986	1A04101	A041	0.000.301.150	DUCT ARR-INLET
344	297986	1A04111	A041	0.000.301.160	DUCT ARR-INLET
345	297987	2A04111	A041	0.000.301.174	DUCT ARR-INLET
346	297987	2A04114	A041	0.000.301.177	DUCT ARR-INLET
347	297987	2A04108	A041	0.000.301.171	DUCT ARR-INLET
348	297987	2A04110	A041	0.000.301.173	DUCT ARR-INLET
349	297987	2A04106	A041	0.000.301.169	DUCT ARR-INLET
350	297987	2A04105	A041	0.000.301.168	DUCT ARR-INLET
351	297987	2A04104	A041	0.000.301.167	DUCT ARR-INLET
352	297986	1A04109	A041	0.000.301.158	DUCT ARR-INLET
353	297986	1A04114	A041	0.000.301.163	DUCT ARR-INLET
354	297986	1A04113	A041	0.000.301.162	DUCT ARR-INLET
355	297986	1A04112	A041	0.000.301.161	DUCT ARR-INLET
356	297986	1A04110	A041	0.000.301.159	DUCT ARR-INLET
357	297986	1A04108	A041	0.000.301.157	DUCT ARR-INLET
358	297986	1A04106	A041	0.000.301.155	DUCT ARR-INLET
359	297986	1A04105	A041	0.000.301.154	DUCT ARR-INLET
360	297986	1A04104	A041	0.000.301.153	DUCT ARR-INLET
361	297986	1A04103	A041	0.000.301.152	DUCT ARR-INLET
362	297987	2A04113	A041	0.000.301.176	DUCT ARR-INLET
363	297987	2A04103	A041	0.000.301.166	DUCT ARR-INLET
364	297987	2A04102	A041	0.000.301.165	DUCT ARR-INLET
365	297987	2A04101	A041	0.000.301.164	DUCT ARR-INLET
366	297987	2A04107	A041	0.000.301.170	DUCT ARR-INLET
367	297988	02000523A041014	A041	0.000.299.773	DUCT ARR-INLET
368	297988	02000513A041013	A041	0.000.299.772	DUCT ARR-INLET
369	297988	02000493A041011	A041	0.000.299.770	DUCT ARR-INLET
370	297988	02000473A041009	A041	0.000.299.768	DUCT ARR-INLET
371	297988	02000393A041001	A041	0.000.299.760	DUCT ARR-INLET
372	297988	02000443A041006	A041	0.000.299.765	DUCT ARR-INLET
373	297988	02000483A041010	A041	0.000.299.769	DUCT ARR-INLET
374	297988	02000433A041005	A041	0.000.299.764	DUCT ARR-INLET
375	297988	02000423A041004	A041	0.000.299.763	DUCT ARR-INLET
376	297988	02000403A041002	A041	0.000.299.761	DUCT ARR-INLET
377	297986	1A04102	A041	0.000.301.151	DUCT ARR-INLET
378	297988	02000503A041012	A041	0.000.299.771	DUCT ARR-INLET
379	297987	2A04109	A041	0.000.301.172	DUCT ARR-INLET
380	297986	1A04107	A041	0.000.301.156	DUCT ARR-INLET
381	297988	02000463A041008	A041	0.000.299.767	DUCT ARR-INLET
382	297988	02000453A041007	A041	0.000.299.766	DUCT ARR-INLET
383	297987	2A04112	A041	0.000.301.175	DUCT ARR-INLET
384	297987	2A04204	A042		EXHAUST SYSTEM
385	297987	2A04203	A042		EXHAUST SYSTEM
386	297988	3A04203	A042		EXHAUST SYSTEM
387	297988	3A04204	A042		EXHAUST SYSTEM

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
388	297988	3A04205	A042		EXHAUST SYSTEM
389	297988	3A04206	A042		EXHAUST SYSTEM
390	297986	1A04202	A042		EXHAUST SYSTEM
391	297986	1A04207	A042		EXHAUST SYSTEM
392	297986	1A04206	A042		EXHAUST SYSTEM
393	297986	1A04205	A042		EXHAUST SYSTEM
394	297986	1A04204	A042		EXHAUST SYSTEM
395	297986	1A04203	A042		EXHAUST SYSTEM
396	297986	1A04201	A042		EXHAUST SYSTEM
397	297987	2A04205	A042		EXHAUST SYSTEM
398	297987	2A04202	A042		EXHAUST SYSTEM
399	297987	2A04201	A042		EXHAUST SYSTEM
400	297988	3A04207	A042		EXHAUST SYSTEM
401	297988	02002663A042001	A042		EXHAUST SYSTEM
402	297988	3A04202	A042		EXHAUST SYSTEM
403	297987	2A04206	A042		EXHAUST SYSTEM
404	297987	2A04207	A042		EXHAUST SYSTEM
405	297987	2A05901	A059		PEECC (HDW)
406	297986	1A05903	A059		PEECC (HDW)
407	297987	2A05902	A059		PEECC (HDW)
408	297986	02001431A059001	A059	0.000.296.962	PEECC (HDW)
409	297988	02000223A059003	A059	0.000.296.902	PEECC (HDW)
410	297988	02000203A059001	A059	0.000.296.900	PEECC (HDW)
411	297986	1A05901	A059		PEECC (HDW)
412	297986	1A05902	A059		PEECC (HDW)
413	297986	1A05904	A059		PEECC (HDW)
414	297987	2A05904	A059		PEECC (HDW)
415	297987	2A05903	A059		PEECC (HDW)
416	297988	02000213A059002	A059	0.000.296.901	PEECC (HDW)
417	297988	02000233A059004	A059		PEECC (HDW)
418	297986	02001441A059002	A059	0.000.296.963	PEECC (HDW)
419	297988	02000373A068001	A068		FIRE PROT SYS CO2 (HDW)
420	297986	1A06801	A068		FIRE PROT SYS CO2 (HDW)
421	297987	2A06801	A068		FIRE PROT SYS CO2 (HDW)
422	297987	02003962A070002	A070	0.000.296.746	INLET FILTER ELEMENTS
423	297986	03-00295-1A070004	A070		INLET FILTER ELEMENTS
424	297986	02003931A070002	A070	0.000.296.743	INLET FILTER ELEMENTS
425	297988	03-00303-3A070006	A070		INLET FILTER ELEMENTS
426	297988	03-00301-3A070004	A070		INLET FILTER ELEMENTS
427	297987	02003972A070003	A070	0.000.296.747	INLET FILTER ELEMENTS
428	297987	03-00298-2A070004	A070		INLET FILTER ELEMENTS
429	297987	03-00299-2A070005	A070		INLET FILTER ELEMENTS
430	297987	03-00300-2A070006	A070		INLET FILTER ELEMENTS
431	297988	02000343A070001	A070	0.000.296.748	INLET FILTER ELEMENTS
432	297988	02000353A070002	A070	0.000.296.749	INLET FILTER ELEMENTS
433	297988	02000363A070003	A070	0.000.296.739	INLET FILTER ELEMENTS
434	297988	03-00302-3A070005	A070		INLET FILTER ELEMENTS
435	297986	02003921A070001	A070	0.000.296.742	INLET FILTER ELEMENTS

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
436	297986	02003941A070003	A070	0.000.296.744	INLET FILTER ELEMENTS
437	297986	03-00296-1A070005	A070		INLET FILTER ELEMENTS
438	297987	02003952A070001	A070	0.000.296.745	INLET FILTER ELEMENTS
439	297986	03-00297-1A070006	A070		INLET FILTER ELEMENTS
440	297988	02000103A102001	A102	0.000.301.321	CLOSURE, EXHAUST
441	297987	2A10201	A102	0.000.301.145	CLOSURE, EXHAUST
442	297988	02000133A102004	A102	0.000.301.324	CLOSURE- EXHAUST
443	297986	1A10203	A102	0.000.301.142	CLOSURE, EXHAUST
444	297988	02000123A102003	A102	0.000.301.323	CLOSURE- EXHAUST
445	297988	02000113A102002	A102	0.000.301.322	CLOSURE- EXHAUST
446	297987	2A10204	A102	0.000.301.148	CLOSURE- EXHAUST
447	297987	2A10202	A102	0.000.301.146	CLOSURE- EXHAUST
448	297986	1A10204	A102	0.000.301.143	CLOSURE- EXHAUST
449	297986	1A10205	A102	0.000.301.144	CLOSURE- EXHAUST
450	297986	1A10202	A102	0.000.301.141	CLOSURE- EXHAUST
451	297986	1A10201	A102	0.000.301.140	CLOSURE- EXHAUST
452	297987	2A10203	A102	0.000.301.147	CLOSURE- EXHAUST
453	297987	2A10205	A102	0.000.301.149	CLOSURE- EXHAUST
454	297988	02000143A102005	A102	0.000.301.325	CLOSURE- EXHAUST
455	297986	1A10801	A108		DATA ANALYZER&PROCESSOR SYSTEM
456	297986	1A10802	A108		DATA ANALYZER PROCESSOR SYSTEM
457	297986	1A11102	A111		GTE (HDW)
458	297986	1A11103	A111		GTE (HDW)
459	297988	02000043A111003	A111		GTE (HDW)
460	297988	02000053A111004	A111		GTE (HDW)
461	297988	02000023A111001	A111		GTE (HDW)
462	297988	02000033A111002	A111		GTE (HDW)
463	297986	1A11104	A111		GTE (HDW)
464	297986	1A11101	A111		GTE (HDW)
465	297987	2A11103	A111		GTE (HDW)
466	297987	2A11104	A111		GTE (HDW)
467	297987	2A11101	A111		GTE (HDW)
468	297987	2A11102	A111		GTE (HDW)
469	297986	1A12201	A122		SENSOR ARR,HUMIDITY
470	297987	2A12201	A122		SENSOR ARR,HUMIDITY
471	297986	1A12201	A122		SENSOR ARR,HUMIDITY
472	297987	2A12201	A122		SENSOR ARR-HUMIDITY
473	297988	02000333A122001	A122		SENSOR ARR,HUMIDITY
474	297987	2A12501	A125	0.000.300.536	PIPING LUBE OIL FLUSH FIEL
475	297988	02000063A125001	A125	0.000.309.146	PIPING LUBE OIL FLUSH FIEL
476	297986	1A12501	A125	0.000.301.426	PIPING LUBE OIL FLUSH FIEL
477	297987	2A12501	A125	0.000.300.537	PPG-LUB-OIL-FLS
478	297986	1A13001	A130		AIR PROCESSING UNIT (HDW)
479	297988	02000223A130001	A130		AIR PROCESSING UNIT (HDW)
480	297987	2A13001	A130		AIR PROCESSING UNIT (HDW)
481	297987	2A13201	A132		COOLING FAN MODULE
482	297986	1A13201	A132		COOLING FAN MODULE
483	297988	02000133A132001	A132		COOLING FAN MODULE

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
484	297988	02000103A140002	A140	0.000.300.471	A140 LCI SHIP LOOSE-
485	297988	02000093A140001	A140	0.000.300.470	A140 LCI SHIP LOOSE-
486	297986	1A14001	A140		A140 LCI SHIP LOOSE-
487	297986	1A14002	A140		A140 LCI SHIP LOOSE-
488	297988	02000123A141001	A141		ISOLATION TRANS (HDW)
489	297986	1A14101	A141		ISOLATION TRANS (HDW)
490	297986	1A15001	A150		PPT (EXCIT XFMR)(HDW)
491	297988	02000183A150001	A150		PPT (EXCIT XFMR)(HDW)
492	297987	2A15001	A150		PPT (EXCIT XFMR)(HDW)
493	297987	2A15103	A151		INSLULATION,TURB/DUCT-EX
494	297987	2A15101	A151		INSLULATION-TURB-DUCT-EX
495	297986	1A1510010200061	A151		INSLULATION-TURB-DUCT-EX
496	297986	1A1510020200062	A151		INSLULATION-TURB-DUCT-EX
497	297986	1A1510030200063	A151		INSLULATION-TURB-DUCT-EX
498	297986	1A1510040200064	A151		INSLULATION-TURB-DUCT-EX
499	297987	2A15102	A151		INSLULATION-TURB-DUCT-EX
500	297988	02001113A151003	A151	0.000.307.617	INSLULATION-TURB-DUCT-EX
501	297988	02001103A151002	A151	0.000.307.607	INSLULATION-TURB-DUCT-EX
502	297988	02001093A151001	A151	0.000.307.608	INSLULATION-TURB-DUCT-EX
503	297988	02001123A151004	A151	0.000.306.107	INSLULATION-TURB-DUCT-EX
504	297987	2A15104	A151		INSLULATION,TURB/DUCT-EX
505	297986	1A16001	A160		ACCESSORY MODULE
506	297986	1A16004	A160		ACCESSORY MODULE
507	297986	1A16002	A160		ACCESSORY MODULE
508	297986	1A16003	A160		ACCESSORY MODULE
509	297987	2A16003	A160		ACCESSORY MODULE
510	297987	2A16002	A160		ACCESSORY MODULE
511	297987	2A16001	A160		ACCESSORY MODULE
512	297988	02000443A160001	A160	0.000.300.967	ACCESSORY MODULE
513	297988	02000453A160002	A160	0.000.300.968	ACCESSORY MODULE
514	297987	2A16004	A160		ACCESSORY MODULE
515	297988	02000463A160003	A160	0.000.300.969	ACCESSORY MODULE
516	297988	02000473A160004	A160	0.000.300.970	ACCESSORY MODULE
517	297988	3A162002	A162		LIQUID FUEL ATOMIZING AIR SKID
518	297986	1A16202	A162		LIQUID FUEL ATOMIZING AIR SKID
519	297988	3A162001	A162		LIQUID FUEL & ATOMIZING AIR SKID
520	297987	2A16202	A162		LIQUID FUEL ATOMIZING AIR SKID
521	297987	2A16201	A162		LIQUID FUEL ATOMIZING AIR SKID
522	297986	1A16201	A162		LIQUID FUEL ATOMIZING AIR SKID
523	297988	02000083A179001	A179	0.000.309.141	STRAINER
524	297987	2A17901	A179	0.000.300.517	STRAINER
525	297986	1A17901	A179	0.000.300.518	STRAINER
526	297987	2A05301	A184	0.000.301.428	PPG,INLET-HEAT<A053>
527	297986	1A05301	A184	0.000.301.427	PPG-INLET-HEAT A053
528	297988	02000013A184001	A184	0.000.299.807	PPG-INLET-HEAT A053
529	297988	02000423A192001	A192	0.000.293.303	LEC W/O HV (HDW)
530	297986	1A19201	A192	0.000.293.300	LEC W-O HV (HDW)
531	297986	1A19203	A192	0.000.293.302	LEC W-O HV (HDW)

	A	B	C	D	E
1	Schedule 1				
2	Scope of Turbine Supply				
3	Bowline GE Gas Turbines				
4	Unit	Case	MLI	eTag	Desc
532	297986	1A19202	A192	0.000.293.301	LEC W-O HV (HDW)
533	297988	02000433A192002	A192	0.000.293.304	LEC W-O HV (HDW)
534	297988	02000443A192003	A192	0.000.293.305	LEC W-O HV (HDW)
535	297987	2A19302	A193	0.000.293.307	EXCIT COMPT W-O HV (HDW)
536	297987	2A19303	A193	0.000.293.308	EXCIT COMPT W-O HV (HDW)
537	297987	2A19301	A193	0.000.293.306	EXCIT COMPT W-O HV (HDW)
538	337X256	1B4J101	B4J1		FITUP PPG (FLD INSTALL)
539	337X257	2B4J101	B4J1		FITUP PPG (FLD INSTALL)
540	337X258	02000093B4J1001	B4J1		FITUP PPG (FLD INSTALL)
541	337X258	02000233B7GB001	B7GB		FOUNDATION BOLTING ARRNG
542	337X256	1B7GB01	B7GB		FOUNDATION BOLTING ARRNG
543	337X256	1B9G102	B9G1		CAB OFF SECTION
544	337X256	1B9G101	B9G1		CAB OFF SECTION
545	337X258	02000463B9G1001	B9G1		CAB OFF SECTION
546	337X257	2B9G102	B9G1		CAB OFF SECTION
547	337X257	2B9G101	B9G1		CAB OFF SECTION
548	337X258	02000473B9G1002	B9G1		CAB OFF SECTION
549	337X258	02000133B9JJ001	B9JJ		PIPING HARDWARE
550	337X257	2B9JJ01	B9JJ		PIPING HARDWARE
551	337X256	1B9JJ01	B9JJ		PIPING HARDWARE
552	297986	1C08601	C086		PANEL,CONTROL-GEN ST TURB
553	297986	1C11802	C118		VOLT REG STATIC ST
554	297986	1C11801	C118		VOLT REG STATIC ST
555	297986	02000091C126001	C126		GEN NEUT GND XFMR (HDW)
556	297986	02000191C150001	C150	0.000.304.009	STEAM PPT (HDW)
557	337X256	1D2B101	D2B1		JUNCTION BOX INSTALLATION
558	337X258	02000063D2B1001	D2B1		JUNCTION BOX INSTALLATION
559	337X257	2D2B101	D2B1		JUNCTION BOX INSTALLATION
560	297986	1E02501	E025		WATER WASHING SYS (HDW)
561	337X256	1G4JS01	G4JS	0.000.294.180	FIELD INSTALLED PIPING
562	337X257	2G4JS01	G4JS		FIELD INSTALLED PIPING
563	337X258	02000153G4JS001	G4JS	0.000.294.174	FIELD INSTALLED PIPING
564	297987	2FB1			FOUNDATION BOLTING
565	297986	1FB1			FOUNDATION BOLTING
566	337X257	A9162		0.000.303.593	LOOSE PARTS
567	337X257	W5837		0.000.300.208	7FH2 COLLECTOR FANS
568	337X258	4965SN		0.000.303.652	GEN FINAL ASSY
569	337X258	5021ST			GEN FINAL ASSY
570	337X258	K3623		0.000.292.338	SPARES LIST
571	337X258	W5831		0.000.300.242	7FH2 COLLECTOR FANS
572	297986	1SUMM1			Summary Sheet Container
573	297987	2SUMM1			Summary Sheet Container
574	297988	3SUMM1			Summary Sheet Container
575	337X256	4863SN		0.000.293.873	GEN FINAL ASSY
576	337X256	4864SN			GEN FINAL ASSY
577	337X256	4938ST			GEN FINAL ASSY
578	337X256	U7182		0.000.300.258	SPARES LIST
579	337X256	K3460			7FH2 COLLECTOR FANS

	A	B	C	D	E
1	Schedule 1 Scope of Turbine Supply Bowline GE Gas Turbines				
2					
3					
4	Unit	Case	MLI	eTag	Desc
580	337X257	4876SN		0.000.300.761	GEN FINAL ASSY
581	337X257	4952ST			GEN FINAL ASSY
582	297988	3FB1			FOUNDATION BOLTING
583	297987	2SUMM1			SUMMARY PIPING
584	297986	1SUMM1			SUMMARY PIPING
585	297988	3SUMM1			SUMMARY PIPING
586	297987	2TURB1			TURBINE
587	297986	1TURB1			TURBINE
588	297988	3TURB1			TURBINE