

DRAFT: MAY 2, 2005

PLAN ADMINISTRATOR AGREEMENT

BETWEEN

USGEN NEW ENGLAND, INC.

AND

DATED AS OF MAY [12], 2005

PLAN ADMINISTRATOR AGREEMENT

PREAMBLE

This Plan Administrator Agreement (the “Agreement”) is made this [twelfth] day of May, 2005, by and among USGen New England, Inc. (the “Debtor”), and William Runge (the “Plan Administrator”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the [Second Amended] Plan of Liquidation for the Debtor, dated April 1, 2005, as technically modified by order of the Bankruptcy Court on May 12, 2005, and as may be further modified by order of the Bankruptcy Court (the “Plan”). Notwithstanding the date of execution, this Agreement shall only become effective on the Effective Date (as defined in the Plan).

RECITALS

WHEREAS, on July 8, 2003, the Debtor filed a voluntary petition for relief under chapter 11 of the United States Bankruptcy Code, 11 U.S.C. §101-1330 (as amended, the “Bankruptcy Code”), in the United States Bankruptcy Court for the District of Maryland (Greenbelt Division) (the “Bankruptcy Court”); and

WHEREAS, on April 1, 2005, the Debtor filed the Plan with the Bankruptcy Court, [which Plan was subsequently modified by order of the Bankruptcy Court]; and

WHEREAS, on May [12], 2005, the Bankruptcy Court confirmed the Plan; and

WHEREAS, pursuant to, and upon the Effective Date of, the Plan, the Debtor’s property and assets will remain vested in the Retained Estate; and

WHEREAS, the rights, powers and duties of the Debtor under the Plan shall be exercised by the Plan Administrator, as sole officer of the Debtor, subject to the ultimate authority of the Board of Directors as provided for in the Plan and in the Plan Documents.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Plan Definitions. To the extent an initially capitalized term is not otherwise defined herein, such term shall have the meaning set forth in the Plan.

Section 1.2 Defined Terms. As used herein, the terms below shall have the following meanings:

(a) “Administrative Claims Reserve” has the meaning set forth in Section 3.1(a)(iii) hereof.

(b) “Administrative Reserve” has the meaning set forth in the Plan, as further described in Section 3.4 hereof.

(c) “Administrator Professionals” has the meaning set forth in Section 4.2(d) herein.

(d) “Agreement” has the meaning set forth in the Preamble.

(e) “Bankruptcy Code” has the meaning set forth in the Recitals.

(f) “Bankruptcy Court” has the meaning set forth in the Recitals.

(g) “Board of Directors” means the three member Board of Directors of the Debtor appointed by NEGTT pursuant to the Plan.

(h) “Debtor” has the meaning set forth in the Preamble.

(i) “Disbursing Agent” has the meaning set forth in Section 1.41 of the Plan and is The Wilmington Trust Company.

(j) “Disputed Claims Reserve” has the meaning set forth in Section 3.1 (a)(ii) hereof and as set forth in Section 7.02 of the Plan.

(k) “General Account(s)” has the meaning set forth in Section 3.1 (a)(i) hereof.

(l) “General Distributions” has the meaning set forth in Section 3.1 (a)(i) hereof.

(m) “Initial Distribution” means, with respect to an Allowed Class Claim, the first distribution of Cash made on account of such Allowed Class Claim to the holder thereof.

(n) “Indemnified Parties” has the meaning set forth in Section 5.6 hereof.

(o) “Plan” has the meaning set forth in the Preamble.

(p) “Plan Documents” means any documents, agreements, orders or instruments evidencing or implementing the Plan, including, without limitation, this Agreement, the Plan, the Confirmation Order and documents contained in the Plan Supplement.

(q) “Plan Administrator” has the meaning set forth in the Preamble.

(r) “Reserves” has the meaning set forth in Section 3.1(a) herein.

(s) “Supplemental Distribution” means, on each Distribution Date, the amount of Available Cash to be distributed to holders of Allowed General Unsecured Claims under the Plan.

(t) “Unclaimed Distributions Reserve” has the meaning set forth in Section 3.6 hereof.

(u) “Underfunded Reserve/Account” means any of the Reserves or accounts in which there are insufficient funds to pay operating expenses or Allowed Claims which should have been paid from such Reserves or accounts.

ARTICLE II

ACCEPTANCE OF POSITIONS AND OBLIGATION TO PAY CLAIMS

Section 2.1 **Acceptance.** (a) William Runge accepts employment as the Plan Administrator of the Debtor, for the purpose of conducting the authorized business of the Debtor and implementing the Plan; (b) Mr. Runge agrees to observe and perform all duties and obligations imposed upon the Plan Administrator (as Plan Administrator of the Debtor and as sole officer of the Debtor, and as applicable) under this Agreement, the Plan, orders of the Bankruptcy Court and applicable law.

Section 2.2 **Payment of Claims.** Mr. Runge, solely in his capacity as the Plan Administrator agrees to cause the Disbursing Agent and/or the Debtor to pay from the Retained Estate all Allowed Claims in accordance with the terms and conditions of the Plan, and orders of the Bankruptcy Court, including the Confirmation Order, and this Agreement.

ARTICLE III

PLAN ADMINISTRATION

Section 3.1 **Establishment and Maintenance of Accounts, Reserves and Escrows.**

(a) **Initial Establishment of Accounts and Reserves.** On the Effective Date or as soon thereafter as practicable, the Plan Administrator shall establish the following accounts and reserves (the “Reserves”):

(i) **General Account(s):** One or more general accounts (the “General Account(s)”), (A) into which shall be deposited all funds not required or permitted to be deposited into any other account or Reserve described in or contemplated by the Agreement, and (B) from which shall be made all distributions (“General Distributions”) (1) on the Initial Distribution Date on account of Claims that were Allowed Claims on or before the Effective Date, and (2) on each subsequent Distribution Date.

(ii) **Disputed Claims Reserve:** An account, designated as a “disputed claims reserve,” as described more fully in Section 3.2 below (the “Disputed Claims Reserve”).

(iii) **Administrative Claims Reserve:** An account, designated as an “administrative claims reserve,” as described more fully in Section 3.3 below (the “Administrative Claims Reserve”).

(iv) Administrative Reserve: An account, designated as an “Administrative Reserve,” as described more fully in Section 3.4 below (the “Administrative Reserve”).

(b) Subsequent Establishment of Accounts, Reserves and Escrows. On or after the Effective Date, the Plan Administrator (i) shall establish and maintain an Unclaimed Distributions Reserve as defined in Section 3.5 of the Agreement and such additional accounts, reserves and escrows as may be required by applicable law or by order of the Bankruptcy Court and (ii) may establish and maintain such additional accounts, reserves and escrows as it deems necessary or desirable to carry out the provisions of the Plan and the Agreement.

(c) Underfunding and Overfunding of Reserves. To the extent that the provisions of this Agreement require the Plan Administrator to fund an account or Reserve or to transfer Cash to any Underfunded Reserve/Account and there does not exist sufficient Cash to fully fund all Reserves and accounts, the Plan Administrator shall fund the accounts, Reserves and/or the Underfunded Reserve/Accounts as directed by the Board of Directors.

Section 3.2 Disputed Claims Reserve.

(a) On the Effective Date (or as soon thereafter as is practicable) and from time to time thereafter, including on each Distribution Date, the Plan Administrator, in consultation with the Board of Directors, shall create and fund the Disputed Claims Reserve with an amount of the Retained Estate’s Cash equal to one hundred percent (100%) of the Distributions to which holders of Disputed Unsecured Claims would be entitled under the Plan as of such date if such Disputed Unsecured Claims were Allowed Claims in their Disputed Claim amount, including, without limitation, reasonable reserve amounts on account of Post-Petition Interest on such Claims; *provided, however*, that the Plan Administrator on behalf of the Debtor may, at any time, file motion(s) pursuant to section 502(c) of the Bankruptcy Code for order(s) estimating and limiting the amount of Cash which shall be deposited in the Disputed Claims Reserve in respect of any Disputed Unsecured Claims, with notice and an opportunity to be heard to the affected holders of such Disputed Unsecured Claims and the Board of Directors.

(b) From time to time and in any event on each Distribution Date, the Plan Administrator in consultation with the Board of Directors shall determine the amount of Cash required to adequately maintain the Disputed Claims Reserve on and after such date and maintain a reserve of Cash in such amount. If, and to the extent that, after making and giving effect to the determination referred to in the immediately preceding sentence and the distributions described in Section 3.6(b)(i)(A) below, the Plan Administrator, in consultation with the Board of Directors, determines that the Disputed Claims Reserve: (i) contains Cash in an amount in excess of the amount then required to adequately maintain the Disputed Claims Reserve, then at any such time the Plan Administrator shall transfer such surplus Cash, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s), or (ii) does not contain Cash in an amount sufficient to adequately maintain the Disputed Claims Reserve, then at any such time the Plan Administrator shall transfer Cash from any overfunded Reserve or Account until the deficit in the Disputed Claims Reserve is eliminated.

(c) After a final order has been entered, or other final resolution has been reached, with respect to any given Disputed Claim for which Cash was reserved in the Disputed Claims Reserve, the balance, if any, of Cash remaining in the Disputed Claims Reserve on account of such Disputed Claim after making any Initial Distribution or Catch-Up Distribution to which the holder of such Claim may have become entitled by virtue of such final order or other final resolution shall be transferred, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s).

Section 3.3 Administrative Claims Reserve.

(a) On the Effective Date (or as soon thereafter as is practicable) and from time to time thereafter, including on each Distribution Date, the Plan Administrator, in consultation with the Board of Directors, shall create and fund the Administrative Claims Reserve with an amount of the Retained Estate Cash equal to the aggregate Disputed Claim amount of all Disputed Administrative Claims, Disputed Priority Tax Claims, Disputed Priority Claims and Disputed Secured Claims.

(b) From time to time and in any event on each Distribution Date, the Plan Administrator, in consultation with the Board of Directors, shall determine the amount of Cash required to adequately maintain the Administrative Claims Reserve on and after such date and maintain a reserve of Cash in such amount. If, and to the extent that, after making and giving effect to the determination referred to in the immediately preceding sentence and the distributions described in Section 3.6(b)(i)(B) below, the Plan Administrator, in consultation with the Board of Directors, determines that the Administrative Claims Reserve: (i) contains Cash in an amount in excess of the amount then required to adequately maintain the Administrative Claims Reserve, then at any such time the Plan Administrator shall transfer such surplus Cash, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s), or (ii) does not contain Cash in an amount sufficient to adequately maintain the Administrative Claims Reserve, then at any such time the Plan Administrator shall transfer Cash from any overfunded Reserve or account until the deficit in the Administrative Claims Reserve is eliminated.

(c) After a final order has been entered, or other final resolution has been reached, with respect to any given Disputed Claim for which Cash was reserved in the Administrative Claims Reserve, the balance, if any, of Cash remaining in the Administrative Claims Reserve on account of such Disputed Claim after making any Initial Distribution or Catch-Up Distribution to which the holder of such Claim may have become entitled by virtue of such final order or other final resolution shall be transferred, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s).

Section 3.4 Administrative Reserve.

(a) On the Effective Date or as soon thereafter as practicable, the Plan Administrator shall establish the Administrative Reserve and deposit Cash (in such amounts as directed by the Board of Directors) to meet the Debtor's obligations (other than Claims whose

treatment is prescribed in Article II of the Plan), including, without limitation, in respect of Preserved Claims, the Bear Swamp Land Transfer, any other Sale Transactions and related Orders of this Court and the Rockingham Option Agreement and the Rockingham Order, and to fund the fees, expenses and compensation of the Plan Administrator, the Disbursing Agent, Administrator Professionals, the Retained Estate, the Board of Directors and the Debtor.

(b) On each Distribution Date, the Plan Administrator shall deposit Cash (in such amounts as directed by the Board of Directors) to maintain the Administrative Reserve on and after such date. If, and to the extent that, after making and giving effect to the determination referred to in the immediately preceding sentence, the Plan Administrator, in consultation with the Board of Directors, determines that the Administrative Reserve contains (i) Cash in excess of the amount required to adequately maintain the Administrative Reserve, then the Plan Administrator shall transfer such surplus Cash, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s), or (ii) does not contain Cash in an amount sufficient to adequately maintain the Administrative Reserve, then the Plan Administrator shall transfer Cash from any overfunded Reserve on account until the deficit in the Administrative Reserve is eliminated.

Section 3.5 Unclaimed Distributions Reserve.

(a) If the Distribution to any holder of an Allowed Claim is returned to the Disbursing Agent or the Debtor as undeliverable or is otherwise unclaimed, such Distributions shall be deposited in a segregated, interest-bearing account, designated as an “Unclaimed Distributions Reserve” (the “Unclaimed Distributions Reserve”), for the benefit of all such similarly situated persons until such time as a Distribution becomes deliverable or is claimed.

(b) On each Distribution Date, the Plan Administrator shall cause the Disbursing Agent to make all Distributions that have become deliverable or have been claimed since the Initial Distribution Date, or the succeeding Distribution Date(s), as the case may be, together with any interest actually earned thereon.

(c) Any holder of an Allowed Claim that does not assert a Claim pursuant to the Plan for an undeliverable or unclaimed Distribution and/or Unclaimed Property within four (4) months after the Distribution and/or Unclaimed Property shall be deemed to have forfeited its Claim for such undeliverable or unclaimed Distribution and/or Unclaimed Property and shall be forever barred and enjoined from asserting any such Claim for an undeliverable or unclaimed Distribution and/or Unclaimed Property against the Debtor and the Retained Estate, the Plan Administrator, the Disbursing Agent or their property. In such cases, any Cash in the Unclaimed Distributions Reserve for distribution on account of such Claims for undeliverable or unclaimed Distributions and/or Unclaimed Property shall be transferred first to any Underfunded Reserve Account (but only to the extent of any underfunding) and, next, to the General Account(s). Nothing contained in the Plan or herein shall require the Debtor, the Plan Administrator, or the Disbursing Agent, to attempt to locate any holder of an Allowed Claim.

Section 3.6 Distributions to Holders of Allowed Claims.

(a) Initial Distributions. Except as otherwise provided for in the Plan or Confirmation Order, and subject to the requirements set forth therein, including, without limitation, in Section 7.03 of the Plan on, or as soon as reasonably practicable after the Effective Date, the Plan Administrator shall, pursuant to the provisions of Articles II, IV, V, VII, VIII, IX, and X of the Plan, cause the Disbursing Agent to make a distribution of Cash from the Distribution Fund and/or the General Account to each holder of an Allowed Claim as of the Effective Date pursuant to the Plan.

(b) Additional Distributions. The Plan Administrator shall cause the Disbursing Agent to make additional Distributions and Catch-Up Distributions from the Distribution Fund, appropriate General Account, Reserve or other account, if any, to holders of Allowed Claims when and as required under the Plan, Confirmation Order, this Agreement and the other Plan Documents, as more fully set forth below. Specifically:

(i) On each Distribution Date, the Plan Administrator, pursuant to the provisions of Articles II, IV, V, VII, VIII, IX, and X of the Plan, shall cause the Disbursing Agent to:

(A) make a Catch-Up Distribution of Cash from the Disputed Claims Reserve to each holder of a Disputed General Unsecured Claim that has become an Allowed Claim since the last date of distribution, in the amount determined under the Plan; and

(B) make a Catch-Up Distribution of Cash from the Administrative Claims Reserve to each holder of a Disputed Claim that has become an Allowed Administrative Claim, Allowed Priority Tax Claim, Allowed Other Priority Claim or Allowed Secured Claim since the last date of distribution, in an amount equal to the allowed amount of such Allowed Claim.

(ii) The Plan Administrator shall have the authority to act pursuant to and shall implement the various provisions of Section 7.03 of the Plan.

Section 3.7 De Minimis Distributions. Notwithstanding any other provision of the Plan, other Plan Documents, or this Agreement, the Plan Administrator shall not have an obligation to make Distributions or payments of fractions of dollars, and whenever any payment of a fraction of a dollar under the Plan would otherwise be called for, the actual payment made shall reflect a rounding of such fraction to the nearest whole dollar (up or down), with half dollars being rounded down. No Cash payment of less than \$50.00 shall be made to the holder of any Claim.

Section 3.8 Conversion of Assets to Cash. The Plan Administrator, in his sole discretion, shall sell or otherwise dispose of, and liquidate or convert into Cash, any non-Cash assets of the Estate(s). The Plan Administrator shall cause the Disbursing Agent to transfer such Cash, first, to any Underfunded Reserve/Account (but only to the extent of any underfunding) and, next, to the General Account(s).

Section 3.9 Conduct of Operations Consistent with the Plan. The Plan Administrator shall take all necessary and appropriate action to conduct Post-Effective Date operations of the Debtor consistent with Section 5.05 and the other provisions of the Plan, this Agreement, the Confirmation and the other Plan Documents. All actions taken by the Plan Administrator in fulfillment of the Plan Administrator's obligations under this Section 3.10 shall be taken in full compliance with all applicable laws.

Section 3.10 Transactions with Related Persons. Notwithstanding any other provisions of the Agreement, the Plan Administrator shall not knowingly, directly or indirectly, sell or otherwise transfer all or any part of the assets of the Estate(s) to, or contract with, (a) any relative, employee or agent (acting in their individual capacities) of the Plan Administrator or (b) any person of which any employee or agent of the Plan Administrator is an affiliate by reason of being a trustee, director, officer, partner or direct or indirect beneficial owner of five percent (5%) or more of the outstanding capital stock, shares or other equity interest of such persons unless, in each such case, after full disclosure of such interest or affiliation, such transaction is approved by the Board of Directors and the Board of Directors determines that the terms of such transaction are fair and reasonable to the Debtor and no less favorable to the Debtor than terms available for a comparable transaction with unrelated persons.

Section 3.11 Investment of Cash. The Plan Administrator shall invest the Debtor's Cash, including the Cash in the Reserves, in: (a) direct obligations of the United States of America or obligations of any agency or instrumentality thereof that are backed by the full faith and credit of the United States of America, including funds consisting solely or predominantly of such securities; (b) money market deposit accounts, checking accounts, savings accounts or certificates of deposit, or other time deposit accounts that are issued by a commercial bank or savings institution organized under the laws of the United States of America or any state thereof; or (c) any other investments that may be permissible under (i) section 345 of the Bankruptcy Code or (ii) any order of the Bankruptcy Court approved in the Chapter 11 Case. Such investments shall mature in such amounts and at such times as the Plan Administrator, in the Plan Administrator's sole discretion, shall deem appropriate to provide funds when needed to transfer funds or make payments in accordance with the Plan and this Agreement. The interest or other income earned on the investments of the Cash in any given Reserve, General Account or other reserve, account or escrow established pursuant to the Agreement, the Plan or any order of the Bankruptcy Court shall constitute a part of such reserve, account or escrow unless and until transferred or distributed pursuant to the terms of the Plan, this Agreement or order of the Bankruptcy Court.

Section 3.12 Treatment of Accounts. For purposes of the Agreement, unless otherwise ordered by the Bankruptcy Court, the Plan Administrator may pool for investment purposes any funds which may or which are required to be segregated or placed into separate Reserves, escrows or accounts under the Plan or the Agreement; *provided, however,* that the Plan Administrator shall treat such funds as segregated accounts in its books and records. In addition, notwithstanding any requirement that Distributions hereunder to any holder of an Allowed Claim on the Initial Distribution Date or any Distribution Date be made from a specified Reserve, escrow or account, disbursements may be made as a single aggregate to such holder of an Allowed Claim; *provided, further,* that the Plan Administrator shall treat the funds so distributed

as having been distributed from the appropriate Reserve or account in the Plan Administrator's books and records.

Section 3.13 Use of Assets. All Cash or other property held or collected by the Plan Administrator shall be used solely for the purposes contemplated by the Plan, this Agreement the other Plan Documents, and the Confirmation Order.

Section 3.14 Books, Records and Tax Returns. The Plan Administrator shall maintain books and records and prepare and file such tax forms and returns as are required to be filed by the Debtor under applicable law.

Section 3.15 Reports to be Filed by the Plan Administrator. Within thirty (30) Business Days after each Distribution Date, the Plan Administrator shall file with the Bankruptcy Court and deliver a report covering the period since the Initial Distribution Date or the immediately preceding Distribution Date to each member of the Board of Directors, as the case may be: (a) itemizing the receipt and disposition of all funds by the Plan Administrator and the Disbursing Agent (including all payments in respect of Administrator Professional fees and expenses), (b) listing or summarizing all unresolved or outstanding Disputed Claims, (c) describing the status of any pending objection or other litigation with respect to the unresolved Disputed Claims; (d) setting forth the amounts (if any) of any overfunding or underfunding of any Reserve and the transfer(s) proposed to be made to eliminate such overfunding or underfunding; and (e) listing the Estate(s)' non-Cash assets remaining to be liquidated.

Section 3.16 No Other Duties. Other than the duties and obligations of the Plan Administrator specifically set forth or provided for in this Agreement, under the Plan or other Plan Documents, the Plan Administrator shall have no duties or obligations of any kind or nature with respect to its employment or position as such.

ARTICLE IV

POWERS AND RIGHTS OF THE PLAN ADMINISTRATOR AND DISBURSING AGENT

Section 4.1 Authority. The Board of Directors shall have ultimate authority over the Plan Administrator. The Plan Administrator shall report to the Board of Directors and the Board of Directors shall have the power to remove the Plan Administrator. All powers given to the Plan Administrator under this Agreement are subject to the ultimate authority of the Board of Directors as set forth in this Section 4.1. In no event shall the Plan Administrator be obligated to take any action (or refrain from taking any action) which it believes in good faith to be unlawful or inconsistent with their fiduciary duties as the Plan Administrator and/or sole officer of the Debtor as applicable. The Disbursing Agent is subject to the Plan Administrator's authority and shall report to the Plan Administrator. Subject to approval of the Board of Directors, the Plan Administrator may remove and replace the Disbursing Agent.

Section 4.2 Powers of the Plan Administrator. The Plan Administrator shall have the following specific powers in addition to any powers conferred upon the Plan Administrator by any other section or provision of this Agreement, the Plan, or the other Plan Documents;

provided, however, that the enumeration of the following powers shall not be considered in any way to limit or control the power of the Plan Administrator to act as authorized by any other section or provision of the Agreement; *provided, further*, that the Plan Administrator, as the sole officer of the Debtor, shall act for the Debtor and exercise such powers in a fiduciary capacity as applicable to a chief operating officer:

(a) exercising all power and authority that may be exercised, and taking all proceedings and acts that may be taken, by any officer of the Debtor, including activities consistent with the Debtor's corporate purposes and the Plan; *provided, however*, that the Plan Administrator shall not amend the certificate of incorporation of the Debtor to change the fundamental purpose of the corporation without approval of NEGT and the Board of Directors;

(b) managing the Distribution Fund, establishing the Reserves and investing the Debtor' Cash, including, but not limited to, the Cash held in the Reserves in (i) direct obligations of the United States of America or obligations of any agency or instrumentality thereof that are backed by the full faith and credit of the United States of America, including funds consisting solely or predominantly of such securities; (ii) money market deposit accounts, checking accounts, savings accounts or certificates of deposit, or other time deposit accounts that are issued by a commercial bank or savings institution organized under the laws of the United States of America or any state thereof; or (iii) any other investments that may be permissible under (x) section 345 of the Bankruptcy Code or (y) any order of the Bankruptcy Court approved in the Debtor' Chapter 11 Case;

(c) having signatory authority in respect of all Debtor/Retained Estate deposit accounts, calculating and paying all Distributions and Catch-Up Distributions, and/or making all Disputed Claims Reserves to be made under the Plan, this Agreement, the other Plan Documents, the Confirmation Order and other orders of the Bankruptcy Court to holders of Allowed Claims;

(d) employing, supervising and compensating from the Administrative Reserve professionals retained to represent the interests of and serve on behalf of the Debtor and the Plan Administrator (the "Administrator Professionals") and compensating from the Administrative Reserve the professionals retained by the Plan Administrator and the Board of Directors;

(e) making and filing tax returns for the Debtor;

(f) objecting to Claims or Interests filed against the Retained Estate on any basis;

(g) seeking estimation of contingent or unliquidated Claims under Bankruptcy Code Section 502(c);

(h) resolving any Disputed Claims filed against the Debtor;

(i) seeking determination of tax liability under Bankruptcy Code Section 505;

- (j) disposing of avoidance actions under Bankruptcy Code Sections 544, 545, 547, 548, 549 and 553;
- (k) prosecuting turnover actions under Bankruptcy Code Sections 542 and 543;
- (l) prosecuting, settling, dismissing or otherwise disposing of the Causes of Action;
- (m) closing the Chapter 11 Case;
- (n) operating the Debtor pursuant to the Plan, this Agreement, and the other Plan Documents;
- (o) exercising all powers and rights, and taking all actions, contemplated by or provided for in the Agreement, including, without limitation, coordinating, cooperating and reporting to the Board of Directors and furnishing written reports to the Board of Directors as set forth in this Agreement; and
- (p) filing any necessary post-confirmation reports with the Bankruptcy Court, paying quarterly fees pursuant to 28 U.S.C. §1930(a)(6) for the Debtor until the entry of a final decree for the Debtor, and filing a final report, if any, in accordance with applicable rules of bankruptcy procedure prior to entry of a final decree for the Debtor; and
- (q) taking any and all other actions necessary or appropriate to implement and administer the Plan, the provisions of this Agreement, and the other Plan Documents.

Section 4.3 Authority to Object to Claims and Interests and to Settle Disputed Claims

(a) The Plan Administrator shall be authorized to object to any Claims or Interests filed against the Retained Estate which are not deemed as Allowed Claims under the Plan.

(b) The Plan Administrator shall be authorized and empowered to compromise and settle Disputed Claims and execute necessary documents, including, a stipulation of settlement or release, subject only to the filing of a notice of such settlement with the Bankruptcy Court and serving such notice upon the Board of Directors and NEGT; *provided, however,* that (x) if the Board of Directors and NEGT do not affirmatively express a position on the proposed settlement within fourteen (14) Business Days of receipt of such notice of settlement, the Plan Administrator shall be deemed authorized on the expiry of the notice period to enter into and consummate the settlement, or (y) if either the Board of Directors or NEGT objects to the proposed settlement, upon notice to the Board of Directors, NEGT and the non-Debtor settling party, the Plan Administrator may seek Bankruptcy Court approval of such settlement under the Plan and consistent with the standard for the approval of compromises under Bankruptcy Rule 9019.

ARTICLE V

SUCCESSION, COMPENSATION, INDEMNITY AND RELATED MATTERS

Section 5.1 Resignation. The Plan Administrator may resign by giving not less than sixty (60) days prior written notice thereof to the Board of Directors. Such resignation, which shall be applicable to the Plan Administrator in its capacity as Plan Administrator and as sole officer of the Debtor, shall become effective upon the appointment and Bankruptcy Court approval of a successor Plan Administrator in accordance with Section 5.3 hereof.

Section 5.2 Removal. The Plan Administrator may be removed for cause at any time by: (i) the Bankruptcy Court, upon the request of any party in interest, or (ii) the Board of Directors. For purposes of this Section 5.2, “cause” shall mean: (a) an act of fraud, embezzlement or theft in connection with the Plan Administrator’s duties or in the course of its employment in such capacity, (b) the intentional wrongful damage to property of the Debtor, (c) the intentional wrongful disclosure of confidential information of the Debtor, (d) neglect or breach by the Plan Administrator of its duties under the Agreement, the Plan or other Plan Documents, (e) the failure of the Plan Administrator to act in accordance with the instructions of the Board of Directors (unless such instructions would require the Plan Administrator to act unlawfully or in violation of its fiduciary duties), (f) the failure of the Plan Administrator to continue to serve as sole officer of the Debtor, or (g) gross negligence by the Plan Administrator in connection with the performance of its duties under this Agreement. Unless the Bankruptcy Court orders immediate removal, the Plan Administrator shall continue to serve until a successor Plan Administrator is appointed, and such appointment becomes effective, in accordance with Section 5.3 hereof.

Section 5.3 Appointment of Successor Plan Administrator. In the event of a vacancy by reason of the immediate removal of the Plan Administrator or prospective vacancy by reason of resignation or removal, the Board of Directors shall appoint a successor Plan Administrator to become and serve as the sole officer of the Debtor, which appointment shall be effective upon the approval of the Bankruptcy Court after a hearing before the Bankruptcy Court on not less than twenty (20) days notice to: (i) parties requesting notice in the Chapter 11 Case pursuant to Bankruptcy Rule 2002, or (ii) parties designated by the Court as parties to be noticed following consummation of the Plan. If, after receiving notice of resignation from the Plan Administrator, the Board of Directors shall fail to seek appointment of a successor Plan Administrator in accordance with the prior sentence, the Plan Administrator may file a motion with the Bankruptcy Court seeking the appointment of a replacement Plan Administrator.

Every successor Plan Administrator appointed hereunder shall execute, acknowledge and deliver to the Bankruptcy Court and the retiring Plan Administrator, if any, an instrument accepting such appointment subject to the terms and provisions hereof. The successor Plan Administrator, without any further act, shall (a) become vested with all the rights, powers and duties of the Plan Administrator and (b) become the sole officer of the Debtor, *provided, however,* that no Plan Administrator shall be liable for the acts or omissions of any prior or subsequent Plan Administrator.

Section 5.4 **Continuity.** Unless otherwise ordered by the Bankruptcy Court, the resignation or removal of the Plan Administrator shall not operate to invalidate any action theretofore taken by the Plan Administrator. In the event of the immediate removal of the Plan Administrator, the Chairman of the Board of Directors shall act as Interim Plan Administrator until a successor Plan Administrator is approved by the Bankruptcy Court. In the event of the resignation or removal of the Plan Administrator, he shall (a) execute and deliver by the effective date of such resignation or removal such documents, instruments and other writings as may be reasonably requested by the Board of Directors or the Bankruptcy Court to effect the termination of the Plan Administrator under this Agreement, including, but not limited to, the Plan Administrator's capacity as the sole officer of the Debtor; and (b) assist and cooperate in effecting the assumption of such Plan Administrator's obligations and functions by a successor Plan Administrator. If for any reason the Plan Administrator fails to execute the documents described in section (a) of the preceding sentence, the Board of Directors shall be authorized to obtain an order of the Bankruptcy Court effecting the termination of such Plan Administrator's capacity under this Agreement.

Section 5.5 **Compensation.** The Plan Administrator shall be compensated for services he performs in connection with the Agreement on an hourly basis, in accordance with the hourly rates attached hereto as Exhibit A. The Plan Administrator also shall be reimbursed for reasonable out-of-pocket expenses incurred by the Plan Administrator in connection with performing the duties provided hereunder.

The Plan Administrator shall provide to the Board of Directors monthly bills for services performed. Compensation and expenses to be paid or reimbursed to the Plan Administrator and the Disbursing Agent as provided herein shall be paid from the Administrative Reserve. Any successor Plan Administrator shall receive such reasonable compensation from the Administrative Reserve for service as Plan Administrator as may be approved by the Board of Directors (without any requirement of Bankruptcy Court approval) and reimbursement from the Administrative Reserve or expenses reasonably incurred in performing the duties of the Plan Administrator.

In the event that the Board of Directors seeks to alter the amount, terms or conditions of the Plan Administrator's compensation in a material manner, the Board of Directors shall file a motion seeking to have the matter determined by the Bankruptcy Court.

The expenses for which the Plan Administrator are entitled to be reimbursed include (without limitation) travel, temporary staff or employee cost, lodging, duplicating, postage, computer research, messenger service and telephone service and the fees and expenses of the Administrator Professionals, including, without limitation, (x) the reasonable fees and expenses for financial and accounting services provided to the Plan Administrator in the performance by the Plan Administrator of the duties imposed hereunder, and (y) the reasonable fees and expenses of counsel for services rendered to the Plan Administrator in the performance by the Plan Administrator of the duties imposed hereunder and also in connection with the review of relevant documentation and the negotiation and enforcement of this Agreement and related provisions under the Plan, the certificate of incorporation and bylaws of the Debtor and related documents and agreements.

Section 5.6 Standard of Care; Indemnification; Exculpation. The Debtor and the Retained Estate shall, to the fullest extent permitted by applicable law, indemnify and hold harmless the Plan Administrator (in his capacity as such and as the sole officer of the Debtor), the Disbursing Agent and the Administrator Professionals, or any duly designated agent, professionals, employees or representative thereof and of the Debtor and the Retained Estate (collectively, the “Indemnified Parties”), from and against and with respect to any and all liabilities, losses, damages, interests, claims, liens, charges, costs and expenses, including but not limited to reasonable attorneys’ fees arising out of or due to their actions or omissions, or consequences of such actions or omissions, with respect to the Debtor and the Retained Estate, or the implementation or administration of the Plan and this Agreement, other than acts or omissions resulting from the willful misconduct or gross negligence of the Plan Administrator, the Disbursing Agent and the Administrator Professionals, or any duly designated agent or representative thereof (in its capacity as such). To the extent the Debtor and the Retained Estate indemnify and hold harmless the Indemnified Parties, the reasonable attorneys’ fees and related costs incurred by counsel to the Plan Administrator and the Disbursing Agent in monitoring and participating in the defense of such claims giving rise to the right of indemnification shall be paid out of the Administrative Reserve. The indemnification provisions of the Agreement shall remain available to and be binding upon any former Plan Administrator, the Disbursing Agent or the Retained Estate of any decedent Plan Administrator and the Disbursing Agent and shall survive the termination of this Agreement.

Section 5.7 Insurance. The Plan Administrator shall be authorized to obtain and pay for out of the Administrative Reserve all reasonably necessary insurance coverage for the Board of Directors and for itself, the Disbursing Agent, its agents, representatives, employees or independent contractors, and the Debtor, including, but not limited to, coverage with respect to (i) any property that is or may in the future become the property of the Debtor or the Retained Estate and (ii) the liabilities, duties and obligations of the Plan Administrator, the Disbursing Agent and its agents, representatives, employees or independent contractors under the Agreement (in the form of an errors and omissions policy or otherwise), the latter of which insurance coverage may, at the sole option of the Plan Administrator, remain in effect for a reasonable period (not to exceed seven years) after the termination of this Agreement.

Section 5.8 Reliance by Plan Administrator. The Plan Administrator may rely, and shall be fully protected in acting or refraining from acting if it relies, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document that the Plan Administrator reasonably believes to be genuine and to have been signed or presented by the party or parties properly authorized to do so or, in the case of cables, teletypes and telexes, to have been sent by the proper party or parties, and the Plan Administrator may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein. The Plan Administrator may consult with counsel and other professionals regarding matters in their area of expertise, and any opinion of counsel shall be full and complete authorization and protection in respect of any action taken or not taken by the Plan Administrator. The Plan Administrator shall be entitled to rely upon the advice of such professionals in acting or failing to act, and shall not be liable for any act taken or not taken in good faith in reliance thereon. The Plan Administrator shall have the right at any time to seek and rely upon instructions from the Bankruptcy Court concerning this Agreement, the Plan or

any other Plan Documents, and the Plan Administrator shall be entitled to rely upon such instructions in acting or failing to act and shall not be liable for any act taken or not taken in reliance thereon. In addition to the exculpation provided for in the Plan, the Plan Administrator shall have no liability for any action taken at the direction of the Board of Directors, except for the Plan Administrator's willful misconduct or gross negligence.

Section 5.9 Reliance by Persons Dealing with the Plan Administrator. In the absence of actual knowledge to the contrary, any person dealing with the Debtor and the Retained Estate shall be entitled to rely on the authority of the Plan Administrator to act on behalf of the Retained Estate and the Debtor, and shall have no obligation to inquire into the existence of such authority.

ARTICLE VI

TERMINATION

Section 6.1 Termination. As soon as practicable after the Plan Administrator exhausts the assets of the Retained Estate by making the final distribution of Cash under the Plan and the Agreement and has complied with and fulfilled its obligations under the Plan, the Plan Administrator shall, at the expense of the Retained Estate: (a) provide for the retention and storage of the books, records and files that shall have been delivered to or created by the Plan Administrator until such time as all such books, records and files are no longer required to be retained under applicable law, and file a certificate informing the Bankruptcy Court of the location at which such books, records and files are being stored; (b) file a certification stating that the assets of the Retained Estate have been exhausted and final Distributions of Cash have been made under the Plan; and (c) resign as the sole officer of the Debtor. Upon the Plan Administrator's exhaustion of the assets of the Debtor's Retained Estate and completion of the actions specified in the preceding sentence and upon the consent of the Board of Directors, this Agreement shall terminate.

Except as otherwise specifically provided herein, after the termination of the Agreement pursuant to Section 6.1 above, the Plan Administrator shall have no further duties or obligations hereunder, but shall remain subject to the protections of sections 5.6, 5.7, 5.8 and 5.9 of this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Descriptive Headings. The headings contained in the Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

Section 7.2 Amendment, Waiver and Modification. The Agreement may not be amended except by an instrument executed by the Debtor, the Board of Directors and the Plan Administrator and approved by the Board of Directors and NEG.T.

Section 7.3 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the rules of conflict of laws of the State of Delaware or any other jurisdiction, including, without limitation, the State of Maryland.

Section 7.4 Counterparts; Effectiveness. The Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement. The Agreement shall become effective when each party hereto shall have received counterparts thereof signed by all the other parties hereto.

Section 7.5 Severability; Validity. If any provision of the Agreement or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of the Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of the Agreement are agreed to be severable.

Section 7.6 Notices. Any notice or other communication hereunder shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when actually delivered or, in the case of notice by facsimile transmission, when received and telephonically confirmed, addressed as follows (or at such other address for such entity as shall be specified by like notice):

- (a) If to the Plan Administrator or to the Debtor, to:

William Runge
7600 Wisconsin Avenue
Bethesda, MD 20814
Telephone: 301-280-6800

with copies to:

BLANK ROME LLP
405 Lexington Avenue
New York, NY 10174
Telephone: 212-885-5000
Facsimile: 212-885-5001
Attn: Marc E. Richards, Esq.

- (b) If to NEGТ (Attn. Office of the General Counsel) or:
if to the Board of Directors

7600 Wisconsin Avenue
Bethesda, MD 20814
Telephone: 301-280-6800

with copies to:

WILLKIE FARR & GALLAGHER LLP
787 Seventh Avenue
New York, NY 10019-6099
Telephone: 212-728-8000
Facsimile: 212-728-8111
Attn: Matthew A. Feldman, Esq.

Section 7.7 Relationship to Plan. The principal purpose of this Agreement is to aid in the implementation of the Plan and, therefore, this Agreement incorporates and is subject to the provisions of the Plan. To that end, the Plan Administrator shall have full power and authority to take any action consistent with the purposes and provisions of the Plan. In the event that the provisions of this Agreement are found to be inconsistent with the provisions of the Plan, the provisions of the Plan shall control; *provided, however,* that provisions of this Agreement adopted by amendment and approved by the Bankruptcy Court following substantial consummation (as such term is used in section 1127(b) of the Bankruptcy Code) shall control over provisions of the Plan.

Section 7.8 Retention of Jurisdiction. As provided in Article XI of the Plan, the Bankruptcy Court shall retain jurisdiction over the Retained Estate and the Debtor to the fullest extent permitted by law, including, but not limited to, for the purposes of interpreting and implementing the provisions of this Agreement; *provided, however,* that the retention of jurisdiction shall not require the retention or payment of the Plan Administrator or Administrator Professionals to be approved by the Bankruptcy Court.

IN WITNESS WHEREOF, the parties have either executed and acknowledged this Agreement or caused it to be executed and acknowledged on their behalf by their duly authorized officers at of the date first above written.

USGEN NEW ENGLAND, INC.

By: _____
Name:
Title:

_____, [SEAL]
WILLIAM RUNGE, in his capacity as Plan
Administrator

By: _____
Name:
Title: