ASSET PURCHASE AND SALE AGREEMENT

dated as of February 24, 2005

by and among

Wrightsville Power Facility, L.L.C.

Wrightsville Development Funding, L.L.C.

Mirant Wrightsville Management, Inc. and

Mirant Wrightsville Investment, Inc.,

as Debtors and as Debtors in Possession,

and collectively, as Sellers

and

Arkansas Electric Cooperative Corporation

as Purchaser

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT, dated as of February 24, 2005, is entered into by and among Arkansas Electric Cooperative Corporation, an electric cooperative corporation organized and operating under the laws of the State of Arkansas ("Purchaser"), and Wrightsville Power Facility, L.L.C. ("WPF"), Wrightsville Development Funding, L.L.C. ("WDF"), Mirant Wrightsville Management, Inc. ("Management Member"), Mirant Wrightsville Investment, Inc. ("Investment Member" and with WPF, WDF and Management Member, each as debtors and debtors-in-possession (collectively, "Sellers")). Purchaser and each Seller are referred to herein as a "Party" and, collectively, as the "Parties" to this Agreement (as defined herein).

W I T N E S S E T H

WHEREAS, on October 3, 2003, Sellers filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (11 U.S.C. §§ 101, et seq.) (as amended, the "Bankruptcy Code") in the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division (the "Bankruptcy Court"), subsequently being administratively consolidated with that certain chapter 11 bankruptcy case styled as In re Mirant Corporation, et al., Case No. 03-46590(DML)11 (the "Chapter 11 Case");

WHEREAS, the board of directors of Purchaser has determined that it is in the best interests of Purchaser that it enter into this Agreement and acquire the Scheduled Assets (as defined herein) and assume the Assumed Liabilities (as defined herein) in accordance with this Agreement and the Ancillary Agreements (as defined herein) (the "Transaction");

WHEREAS, in furtherance of the foregoing, the board of directors of Purchaser has approved this Agreement and the Transaction; and

WHEREAS, Sellers have determined, in the exercise of their business judgment, that it is in the best interests of Sellers and their respective creditors that Sellers consummate the Transaction and, in furtherance thereof, the board of directors or manager or managers, as the case may be, of each Seller has approved this Agreement and the Transaction;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants, agreements and warranties herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

1.1. Definitions. Unless otherwise defined herein, terms used herein shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person; provided that, for the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" means this Asset Purchase and Sale Agreement, including all Exhibits and Schedules hereto.

"Ancillary Agreements" means, collectively, the Assignment and Assumption Agreement, the Easements Assignment and Assumption Agreement, the WPF Bill of Sale, the County Bill of Sale, and each quit claim deed contemplated in Section 3.1.

"Applicable Law" means, with respect to any Person, any law, rule, regulation, Order or other requirement of any Governmental Authority applicable to such Person and having the force of law.

"APSC" means the Arkansas Public Service Commission or its successor.

"Assigned Permits" shall have the meanings set forth in Section 2.1(e)

"Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.1(b)(iii).

"Assumed Contracts" shall have the meaning set forth in Section 2.1(d).

"Assumed Liabilities" shall have the meaning set forth in Section 2.3.

"Auction" means the auction for the Scheduled Assets to be conducted on the Auction Date in the event of the submission of a "Qualified Bid" in accordance with the Bid Procedures Order.

"Auction Date" shall have the meaning set forth in the Bid Procedures Order.

"Auction Notice" shall mean the form of the notice of the Bid Procedures and Auction held for the sale and assignment of the Scheduled Assets.

"Bankruptcy Code" shall have the meaning set forth in the recitals hereto.

"Bankruptcy Court" shall have the meaning set forth in the recitals hereto.

"Bankruptcy Rules" means the Federal Rules of Bankruptcy Procedures, as amended.

"Bid Procedures" means the bid procedures attached hereto as Exhibit B.

"Bid Procedures Order" means an Order of the Bankruptcy Court substantially in the form attached hereto as Exhibit C, which shall, among other things, approve and implement the

Bid Procedures, Breakup Fee, Competitive Bidding Period, Reimbursable Expenses, and Auction Notice.

"Bonds" means the Industrial Development Revenue Bonds Series 2000A, 2000B and 2000C issued to fund a portion of the cost of the Facility and related assets.

"Breakup Fee" shall mean, subject to the approval of the Bankruptcy Court in the Bid Procedures Order, Two Million One Hundred Twenty Five Thousand Dollars ($2,125,000.00).

"Chapter 11 Case" shall have the meaning set forth in the recitals hereto.

"City" means the City of Wrightsville, Arkansas.

"Claim" means any claim, counterclaim, lawsuit, demand, suit, cause of action, inquiry made, hearing, investigation, notice of violation, litigation, proceeding, arbitration, or other dispute, whether civil, criminal, administrative or otherwise.

"Closing" shall have the meaning set forth in Section 3.1(a).

"Closing Date" shall have the meaning set forth in Section 3.1(a).

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Commercially Reasonable Efforts" means efforts which are designed to enable a Party, directly or indirectly, to expeditiously satisfy a condition to, or otherwise assist in the consummation of, the Transaction and which do not require the performing Party to expend any funds or assume any Liabilities other than such expenditures and assumptions of Liabilities specifically required hereunder or as are customary and reasonable in nature and amount in the context of the Transaction.

"Competitive Bidding Period" means the competitive bidding period for the acquisition of the Scheduled Assets, which period shall commence on the date on which the Bankruptcy Court enters the Bid Procedures Order and end on the Auction Date at the conclusion of the Auction.

"Constituent Documents" of any Person means the articles of association, articles of incorporation, certificate of incorporation, by-laws, limited liability company agreement, partnership agreement and/or other organization documents, as applicable, of such Person.

"Contract" means any contract, agreement, note, bond, mortgage, indenture, lease, sublease or other agreement, commitment, or other arrangement or understanding, in each case which is in writing and is legally binding.

"County" means Pulaski County, Arkansas.

"County Bill of Sale" shall have the meaning set forth in Section 3.1(d)(i).

"Easements" shall have the meanings set forth in Section 2.1(c).

"Easements Assignment and Assumption Agreement" shall have the meaning set forth in Section 3.1(b)(iii).

"Effective Date" shall mean the date of this Agreement.

"Entergy Substation" means that certain electric substation adjacent to the Facility, which is owned and operated by Entergy Arkansas, Inc.

"Excluded Assets" shall have the meaning set forth in Section 2.2.

"Exhibit" means any one of the exhibits hereto and "Exhibits" shall mean two or more of such Exhibits.

"Expiration Date" shall have the meaning set forth in Section 11.1(b)(i).

"Facility" means the nominal 548 megawatt gas-fired combined cycle power generating facility located near Wrightsville, Arkansas, and known as the Wrightsville Power Facility, more particularly described in Schedule 2.1(a).

"FERC" means the Federal Energy Regulatory Commission or its successor.

"Final Order" means an Order of the Bankruptcy Court or any other court of competent jurisdiction (i) that is not the subject of a pending appeal, petition for certiorari, motion for reconsideration or other proceeding for review, rehearing or reargument, (ii) that has not been reversed, vacated, modified or amended, is not stayed and remains in full force and effect and (iii) respecting which the time to appeal, to petition for certiorari, to move for reconsideration or to seek review, rehearing or reargument shall have expired, as a result of which such Order shall have become final in accordance with Bankruptcy Rule 8002 or other Applicable Laws; provided, however, that no Order shall fail to be a Final Order solely because of the possibility that a motion pursuant to Rule 60 of the Federal Rules of Civil Procedure or Bankruptcy Rule 9024 may be filed with respect to such Order.

"GAAP" means generally accepted accounting principles in the United States as amended from time to time.

"Governmental Authority" means any governmental, regulatory or administrative body, agency, commission, court or judicial authority, arbitrator, instrumentality, subdivision, court, administrative agency, any public, private or industry regulatory authority, whether international, national, federal, state or local, or any quasi-governmental or private body exercising any regulatory, taxing, importing or other governmental or quasi-governmental authority.

"HSR Act" shall have the meaning set forth in Section 4.4.

"Knowledge" means the actual knowledge of (i) in the case of each Seller, Jonathan Sacks, Michael Ammer, David Whitman or Rick Waggoner, or (ii) in the case of Purchaser, Gary Voigt, Ricky Bittle, Maurice Robinson, Robert Lyford or Michael Henderson, in each case without any duty or obligation of any such individual to conduct an independent investigation of the facts of the matter at issue.

"Lease" means that certain Lease Agreement dated July 14, 2000, between County, as lessor, and WPF, as lessee, pursuant to which WPF leases the Facility and related assets from County.

"Legal Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, investigative, or informal), other than the Chapter 11 Case, at law or in equity before any Governmental Authority.

"Liabilities" means, as to any Person, any and all debts, adverse claims, liabilities, commitments, responsibilities or obligations of any kind or nature whatsoever, whether direct or indirect, absolute or contingent, accrued or fixed, known or unknown, matured or unmatured, determined or determinable, and whether or not actually reflected or required by GAAP to be reflected in such Person's balance sheet or other books and records.

"Lien" means any lien, security interest, charge, hypothecation, mortgage, deed of trust, pledge, option, claim, cause of action, easement, right-of-way, encroachment, lis pendens, defect of title, restriction on transferability or use or other encumbrance.

"Material Adverse Effect" or "Material Adverse Change" means any event, condition or matter in respect of the use, operation or ownership of the Facility or any part thereof that in the aggregate would reasonably be expected to have a material adverse effect on, or result in a material adverse change in, the operating condition of the Facility, other than (i) general changes in the U.S. economy, (ii) changes generally affecting the international, national, regional or local electric industry as a whole, including changes in local wholesale or retail markets for electric power, national, regional or local electric transmission systems or operations thereof, (iii) any change in Applicable Law, (iv) any change resulting from or associated with acts of war or terrorism or changes imposed by a Governmental Authority associated with additional security to address the events of September 11, 2001, but in any such case not affecting the Scheduled Assets in any manner or degree significantly different than the industry as a whole, (v) changes resulting from this Agreement or the Transaction or the announcement thereof, (vi) any event or condition that may arise or result from the resumption of commercial operation of the Facility by the Purchaser from its current extended cold stand-by condition, or (vii) changes resulting from the commencement and continuation of the Chapter 11 Case.

"Mortgage" means that certain Construction Mortgage dated July 14, 2000 from County, as mortgagor, to WDF, as mortgagee, executed to secure payment of the Bonds.

"Order" means any order, judgment, injunction, writ, ruling, decree, stipulation or award of or by any Governmental Authority.

"Parties" and "Party" shall have the meanings set forth in the Preamble hereto.

"Permitted Encumbrances" means any easements, covenants, landlord's liens, rights of way and other Liens or restrictions or other imperfections of title with respect to the Scheduled Assets that (i) do not, individually or in the aggregate, materially detract from or impair the present use, ownership or operation of, or access to, the Scheduled Assets subject thereto, and (ii) cannot be released under the Bankruptcy Code pursuant to a sale of assets as contemplated hereunder.

"Person" means any corporation, partnership, joint venture, limited liability company, trust, unincorporated organization, labor union, estate, Governmental Authority or natural person.

"PILOT Agreement" means that certain Payment In Lieu of Taxes Agreement between WPF and County, dated July 14, 2000.

"PILOT/Bond Transaction Settlement Agreement(s)" shall have the meaning set forth in Section 7.4.

"Purchase Price" shall have the meaning set forth in Section 3.2.

"Purchaser" shall have the meaning set forth in the preamble hereof.

"Real Property" shall have the meaning set forth in Section 2.1(b).

"Reimbursable Expenses" means Purchaser's reasonable documented Third Party fees and expenses (including legal, accounting, consulting fees and related disbursements) incurred by Purchaser after October 18, 2004 in connection with its due diligence examination and review, documentation, enforcement, negotiation and/or closing of the Transaction, subject to the approval of the Bankruptcy Court as to the reasonableness thereof and limited to a maximum aggregate amount of Three Hundred Thousand Dollars ($300,000.00).

"RUS" means the United States of America acting through the Rural Utilities Service or its successor.

"Sale Motion" shall have the meaning set forth in Section 7.2.

"Sale Order" shall have the meaning set forth in Section 9.2.

"Schedule" means any schedule hereto.

"Scheduled Assets" shall have the meaning set forth in Section 2.1.

"School District" means the County School District.

"Sellers" shall have the meaning set forth in the Preamble.

"Taxes" means with respect to any Person (i) all federal, state, local, county and other (except foreign) taxes, assessments or other government charges, including any income, alternative or add-on minimum tax, gross income, gross receipts, sales, use, ad valorem, value added, transfer, franchise, profits, license, registration, recording, documentary, conveyancing, gains, withholding, payroll, employment, excise, severance, stamp, occupation, premium, property, environmental or windfall profit tax, custom duty or other tax, governmental fee or other like assessment or charge of any kind whatsoever, together with any interest, penalty, addition to tax or additional amount imposed by any governmental authority responsible for the imposition of any such tax, or (ii) Liability for the payment of any federal, state or local income

tax to any other Person as a result of being a member of the same affiliated, consolidated, combined, unitary or other group with such other Person.

"Tax Return" means any report, return or other information required to be supplied by Sellers to a taxing authority in connection with Taxes, including any amended Tax Returns.

"Third Party" means any Person other than Sellers, Purchaser or any of their respective Affiliates.

"Third Party Sale" means a sale of the Facility to a Third Party pursuant to a purchase and sale agreement entered into pursuant to the Bid Procedures and approved by the Bankruptcy Court.

"Transaction" shall have the meaning set forth in the recitals hereto.

"WPF Bill of Sale" shall have the meaning set forth in Section 3.1(b)(i).

1.2. Interpretation.

(a) Whenever the words "include," "includes or "including" are used in this Agreement they shall be deemed to be followed by the words "without limitation."

(b) Words denoting any gender shall include both genders. Where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(c) A reference to any party to this Agreement or any other agreement or document shall include such party's successors and permitted assigns.

(d) A reference to any legislation or to any provision of any legislation shall include any modification or re-enactment thereof, any legislative provision substituted therefor and all regulations and statutory instruments issued thereunder or pursuant thereto.

(e) All references to "$" and dollars shall be deemed to refer to United States currency.

(f) All references to any financial or accounting terms shall be defined in accordance with GAAP except as otherwise specifically defined herein.

(g) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(h) The meanings given to terms defined herein shall be equally applicable to both singular and plural forms of such terms.

(i) Except as otherwise expressly provided, reference to any agreement or instrument means such agreement or instrument as amended, modified, extended or supplemented from time to time in accordance with the applicable provisions thereof.

(j) Except as otherwise expressly provided, references to any law includes any amendment or modification to such law and any rules or regulations issued thereunder or any law enacted or rules or regulations issued in substitution or replacement therefor.

ARTICLE II

PURCHASE AND SALE; ASSUMPTION OF CERTAIN LIABILITIES

2.1. Purchase and Sale of Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing, Purchaser shall purchase and acquire from each of Sellers and County, as the case may be, and each of Sellers and County, as the case may be, shall sell, transfer, assign, convey and deliver to Purchaser, all of its right, title and interest in, to and under the following assets (collectively, the "Scheduled Assets") free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code, other than Permitted Encumbrances:

(a) the assets comprising the Facility, as described on Schedule 2.1(a);

(b) the real property on which the Facility and the Entergy Substation are located, as described on Schedule 2.1(b) (the "Real Property");

(c) the easements described on Schedule 2.1(c) (the "Easements");

(d) the Contracts identified on Schedule 2.1(d) (the "Assumed Contracts"); and

(e) the permits described on Schedule 2.1(e) (the "Assigned Permits").

2.2. Excluded Assets. Any and all assets of any Seller not specifically listed in any Schedule set forth in Section 2.1 shall not be included in the Scheduled Assets (collectively, the "Excluded Assets"), including any right, title or interest of any Seller in, to or under any of the following, each of which shall be retained by the appropriate Seller following the Closing, and Purchaser shall acquire no rights to or interest in any Excluded Assets under this Agreement or as a result of the Transaction:

(a) all bank accounts of any Seller and all cash, checks, wire transfers and any other funds received by Sellers prior to, and held by Sellers as of, the Closing, whether or not deposited or cleared prior thereto, and all commercial paper, marketable securities, certificates of deposit and other bank deposits, treasury bills and other cash equivalents of Sellers;

(b) all rights of Sellers under this Agreement, the Ancillary Agreements and any other Contract entered into between Purchaser and any Seller on or after the date hereof;

(c) any Claims of Sellers against any Person, including avoidance claims or causes of action arising under Chapter 5 of the Bankruptcy Code or other Applicable Law, to the extent they relate to Liabilities that are not Assumed Liabilities;

(d) any Contract that is not an Assumed Contract, including the outstanding Bonds, Lease, Mortgage, PILOT Agreement and any other agreement between any Seller and the County, the School District or the City;

(e) all rights to or Claims for refunds, overpayments or rebates of Taxes for taxable periods (or portions thereof) ending on or prior to the Closing on the Closing Date;

(f) the Constituent Documents, company seal, minute books, stock or equity transfer ledger, and such other books and records as pertain to the organization, existence or capitalization of any Seller;

(g) except as contemplated by Section 12.3(d), all rights under or pursuant to any Seller's insurance policies relating to any Scheduled Asset or Assumed Liability, and any right to refunds due with respect to such insurance policies relating to events occurring prior to the Closing;

(h) any shares of the capital stock of, or other equity interests in, any of Sellers or their Affiliates;

(i) any assets sold or otherwise disposed or consumed in the ordinary course of business and not in violation of any provision of this Agreement during the period from the date hereof until the Closing; and

(j) those certain transmission credits that are associated with the overpayment of transmission service to or from the Facility prior to the Closing.

2.3. Assumed Liabilities. At the Closing, Purchaser shall assume and agree to pay, satisfy, perform and discharge, as the same shall become due, all of the following Liabilities (the "Assumed Liabilities"):

(a) all Liabilities arising out of the ownership or operation of the Scheduled Assets and accruing after the Closing on the Closing Date and related to any period after the Closing, including (i) all Liabilities and obligations arising or accruing after the Closing on the Closing Date under the Assumed Contracts, (ii) any obligation to decommission, deactivate, demolish, or close any Scheduled Asset, or portion thereof, or to restore any real property included in the Scheduled Assets to its natural state, (iii) all Liabilities and obligations to comply with the Assigned Permits, and (iv) all Liabilities in respect of real and personal property Taxes for all periods after the Closing; provided, however, notwithstanding the foregoing, Assumed Liabilities shall not include any Taxes for real or personal property for any period prior to January 1, 2006; and

(b) except to the extent otherwise required to be borne by Sellers pursuant to Section 7.1, all Liabilities incurred by any Seller after the date hereof at the written request of Purchaser, including Liabilities incurred with respect to maintenance at a higher standard than

that required by Section 7.1 or capital expenditures made with respect to the Facility at Purchaser's request.

2.4. No Other Liabilities Assumed. Each Seller acknowledges and agrees that, pursuant to the terms and provisions of this Agreement, Purchaser will not assume any Liabilities of Sellers or County, other than the Assumed Liabilities.

ARTICLE III

CLOSING; PURCHASE PRICE

3.1. Closing Transfer of Possession; Certain Deliveries.

(a) The consummation of the Transaction (the "Closing") shall take place on a date (the "Closing Date") designated by Purchaser upon ten (10) days prior written notice to Sellers and County as soon as possible, but no later than thirty (30) days after the satisfaction of all of the conditions precedent set forth in Article IX and X (or the written waiver thereof by the party entitled to the benefit of such conditions) or on such other date as the Parties and County shall mutually agree. The Closing shall be held at the offices of Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C., 425 West Capitol Avenue, Suite 1800, Little Rock, Arkansas 72201-3525 at 10:00 a.m., C.S.T. on the Closing Date, unless the Parties and County otherwise agree. For purposes of this Agreement, from and after the Closing, the Closing shall be deemed to have occurred at 12:01 a.m., C.S.T., on the Closing Date.

(b) At the Closing, Sellers shall deliver to Purchaser:

(i) a duly executed Bill of Sale and Assignment and Assumption Agreement substantially in the form of Exhibit E-1 (the "WPF Bill of Sale"), transferring title to the Scheduled Assets owned by WPF at the Closing (other than the Real Property, Assumed Contracts, Assigned Permits and Easements) to Purchaser in accordance with Section 2.1;

(ii) duly executed real property quitclaim deeds in recordable form substantially in the form of Exhibit G-1 hereto and otherwise in substance reasonably necessary, to effect the sale and transfer title of each Seller's interest in the Real Property owned by such Seller to Purchaser in accordance with Section 2.1;

(iii) the Assignment and Assumption Agreement, substantially in the form of Exhibit A hereto (the "Assignment and Assumption Agreement"), and the Easements Assignment and Assumption Agreement, substantially in the form of Exhibit D hereto (the "Easements Assignment and Assumption Agreement"), duly executed by Sellers; and

(iv) each other certificate, agreement or other document required by this Agreement to be delivered by any Seller at or prior to the Closing in connection with the Transaction.

(c) At the Closing, Purchaser shall deliver to Sellers:

(i) the Purchase Price, in accordance with Section 3.2;

(ii) the Ancillary Agreements to be executed by the Purchaser, duly executed by Purchaser; and

(iii) each other certificate, agreement or other document required by this Agreement to be delivered by Purchaser at or prior to the Closing in connection with the Transaction.

(d) At the Closing, the Sellers shall cause the County to deliver to Purchaser and Sellers:

(i) a duly executed Bill of Sale, substantially in the form of Exhibit E-2 (the "County Bill of Sale"), transferring title to the Scheduled Assets owned by County at the Closing (other than the Real Property and the County's interest in the Real Property owned by the County and the County's interest in the Substation Easement Agreement referenced in paragraph 2 of Schedule 2.1(c)) to Purchaser in accordance with Section 2.1; and

(ii) a duly executed real property quitclaim deed in recordable form, substantially in the form of Exhibit G-2 hereto and otherwise in substance reasonably necessary, to effect the sale and transfer title of County's interest in the Real Property owned by the County and the County's interest in the Substation Easement Agreement referenced in paragraph 2 of Schedule 2.1(c) to Purchaser in accordance with Section 2.1.

3.2. Purchase Price and Payment. At the Closing and upon the terms and subject to the conditions contained in this Agreement, in consideration of the sale, assignment, transfer and delivery of the Scheduled Assets, and in addition to Purchaser's assumption of the Assumed Liabilities, Purchaser shall pay to the entity designated by the Bankruptcy Court in the Sale Order, by wire transfer of immediately available funds, Eighty-Five Million Dollars ($85,000,000.00), as such amount may be reduced in accordance with Section 12.3 hereof (the "Purchase Price"), to the account(s) designated by such entity.

3.3. Taxes; Prorations. (a) Except as otherwise provided under Section 7.4 in connection with the PILOT/Bond Transaction Settlement Agreement(s), Sellers shall request the Bankruptcy Court to determine that any sales, use, stamp, documentary deed, transferor or similar transaction taxes imposed on the transfer of the Scheduled Assets by Sellers or County to Purchaser shall be exempt from taxation under Section 1146 of the Bankruptcy Code. If and to the extent the Bankruptcy Court determines that Section 1146 of the Bankruptcy Code does not exempt this transfer, and no state law exemption is available, any such tax shall be paid fifty percent (50%) by Sellers (collectively) and fifty percent (50%) by Purchaser. Any real, personal or other similar property taxes accruing for the year ended December 31, 2004 and prior periods are the responsibility of Sellers. Except as provided above regarding transfer Taxes, if any, which are to be shared equally by Sellers and Purchaser, any real, personal and other similar property Taxes, if any, which are related to the Scheduled Assets for the year ended December 31, 2005 shall be paid by the Sellers.

(b) All costs normally prorated, including with respect to utilities and permit, license and registration fees, relating to the ownership or operation of the Scheduled Assets will be prorated as of the Closing, with Sellers liable to the extent such items related to any period prior to the Closing, and Purchaser liable to the extent such items relate to any period on or after the Closing.

(c) In connection with the proration of costs under this Section 3.3, in the event that actual figures are not available at the Closing Date, the proration shall be based upon the actual amount of the prorated item from the preceding year (or appropriate period) for which such amounts are available and such amounts shall be reprorated upon request of either Party within sixty (60) days after the date that the actual amounts become available. The Parties agree to furnish each other such documents and other records as may be reasonably requested by the other in order to confirm all adjustment and proration calculations made pursuant hereto.

3.4. Consents.

(a) Purchaser acknowledges that certain consents may be required from Third Parties to assign the Assumed Contracts and Assigned Permits to Purchaser, and that such consents have not been obtained as of the date hereof and may not be obtained prior to the Closing. Sellers shall (i) use Commercially Reasonable Efforts to obtain any such consents, and (ii) request the Bankruptcy Court enter any necessary Order(s) in the absence of any such consent(s) to the extent permissible under relevant law including, but not limited to, Section 365(f) of the Bankruptcy Code. Other than Purchaser's right to terminate this Agreement pursuant to Section 11.1(b)(i), Sellers shall have no Liability arising out of or relating to the failure to obtain any such required consents or because of any default or acceleration of Liability under, or termination of, any such Assumed Contract or Assigned Permit.

(b) In the event it is reasonably believed by Sellers that it is not likely that the consent of any Third Party that is required to transfer to Purchaser any Assumed Contract will be obtained by the Closing Date, the Parties shall cooperate in endeavoring to obtain for Purchaser, at no additional cost to any Party, an arrangement to provide Purchaser substantially comparable benefits with respect thereto after the Closing Date. In the event Purchaser and Sellers agree that the Purchaser has been provided such substantially comparable benefits, (i) such Assumed Contract shall be deemed an Excluded Asset, (ii) the applicable condition precedent set forth in Article IX regarding the assignment of such Assumed Contract shall be deemed waived, and (iii) if and when the Third Party provides such consent after the Closing Date, such Assumed Contract shall promptly be transferred and assigned to Purchaser and such arrangement shall terminate with respect thereto (and for purposes of this Agreement, such Assumed Contract shall immediately be deemed a Scheduled Asset and all Liabilities thereunder for any period after the Closing shall be deemed Assumed Liabilities).

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF SELLERS

Sellers represent and warrant to Purchaser as follows:

4.1. Organization and Business. Each of the Sellers is duly organized and validly existing under the laws of its jurisdiction of organization. No Seller has sold or is in the business of selling items like the Scheduled Assets. The Sellers are not in the "established business" (as such term is defined in Ark. Code Ann. § 26-52-103(a)(6) and Arkansas Gross Receipts Regulation GR-3.E) of selling electric power plants and/or machinery used in electric power plants.

4.2. Authority; Enforceability. Subject to approval by the Bankruptcy Court, (i) Sellers have the requisite corporate or limited liability company power and authority to enter into and perform their obligations under this Agreement and the Ancillary Agreements, and (ii) the execution, delivery and performance of this Agreement and the Ancillary Agreements by Sellers have been duly authorized by all requisite corporate or limited liability company action on the part of Sellers. This Agreement has been duly and validly executed and delivered by Sellers and, subject to Bankruptcy Court approval (assuming this Agreement constitutes a valid and binding obligation of Purchaser), constitutes a valid and binding obligation of Sellers, enforceable against Sellers in accordance with its terms.

4.3. No Conflicts. Subject to the consummation of the transactions under the PILOT/Bond Transaction Settlement Agreement(s) and the receipt and maintenance of the Orders, consents, approvals, waivers and authorizations referred to in Section 4.4 and the Sale Order, the execution, delivery and performance by each Seller of this Agreement and the Ancillary Agreements do not and will not conflict with or result in, with or without the giving of notice, the lapse of time, or both, any violation of or constitute a breach or default, or give rise to any right of acceleration, payment, amendment, cancellation or termination, under (i) such Seller's Constituent Documents or (ii) any Applicable Law pertaining to the Scheduled Assets, other than in the case of clause (ii), any such default or conflict that would not reasonably be expected to have a Material Adverse Effect.

4.4. Approvals. Except for (i) any approval of the Transaction pursuant to the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended and the rules and regulations thereunder (the "HSR Act"), and FERC approval, (ii) consents, approvals, or authorizations of, or declarations or filings with, the Bankruptcy Court or, with respect to the Assigned Permits, certain Governmental Authorities, and (iii) the consummation of the transactions under the PILOT/Bond Transaction Settlement Agreement(s), no consent, approval, waiver, authorization, declaration, filing, or registration with any Governmental Authority is required to be made or obtained by Sellers in connection with their execution, delivery, and performance of this Agreement or any Ancillary Agreement, or the Transaction or any part thereof.

4.5. Real Property and Easements. Schedules 2.1(b) and 2.1(c) set forth all Real Property and Easements which any Seller owns, leases, operates, occupies, subleases, uses or holds for use in connection with the operation of the Facility.

4.6. Compliance with Applicable Law. WPF has operated the Facility in compliance with Applicable Law, except as would not reasonably be expected to have a Material Adverse Effect. To Sellers' Knowledge, WPF has not received any written notice, regarding any material violations of any Applicable Law with respect to the Facility, except as set forth in Schedule 4.6 or would not reasonably be expected to have a Material Adverse Effect.

4.7. Brokers. Neither Sellers nor any of their Affiliates has incurred, nor will any of them incur, directly or indirectly, any Liability for any brokerage, finder's or other fee or commission in connection with the Transaction for which Purchaser or any of its Affiliates could be liable.

4.8. Employees. WDF and WPF have no employees.

4.9. As Is, Where Is, With All Faults. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SELLERS HEREBY SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF ANY OF THE SCHEDULED ASSETS AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND (ii) THE COMPLIANCE OF THE SCHEDULED ASSETS OR THEIR OPERATION WITH ANY APPLICABLE LAWS. SELLERS FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to each Seller as follows:

5.1. Organization. Purchaser is an Arkansas electric cooperative corporation duly organized, validly existing and in good standing under the laws of Arkansas.

5.2. Authority; Enforceability. Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement and the Ancillary Agreements to which Purchaser is a party. The execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements to which Purchaser is a party have been duly authorized by all necessary corporate action on the part of Purchaser. This Agreement has been duly and validly executed and delivered by Purchaser and (assuming this Agreement constitutes a valid and binding obligation of Sellers and is approved by RUS and APSC), constitutes a valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms.

5.3. No Conflicts. The execution and delivery of this Agreement and the Ancillary Agreements to which Purchaser is a party by Purchaser and the consummation of the Transaction do not and will not at the Closing Date, with or without the giving of notice, the lapse of time, or both, result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause any acceleration of any obligation Purchaser under, (x) subject to RUS approval, any Contract to which Purchaser or any of its assets are bound or subject, (y) Purchaser's Charter and Bylaws, or (z) subject to APSC, RUS and, if required, HSR approvals, any Applicable Law pertaining to acquisition of the Scheduled Assets.

5.4. Approvals. Except for any approval of the Transaction pursuant to the HSR Act, RUS approval, and APSC approval, the execution, delivery and performance by Purchaser of this Agreement and the Ancillary Agreements to which Purchaser is a party and the consummation of the Transaction do not require any consents, waivers, authorizations or approvals of, or filings with, any Governmental Authority or any other Person which have not been obtained by Purchaser.

5.5. Adequate Assurance. At the hearing to approve the Transaction and entry of the Sale Order, Purchaser shall use Commercially Reasonable Efforts to demonstrate that Purchaser has the financial wherewithal to fully perform and satisfy the obligations under the Assumed Contracts as required by Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code. Purchaser believes it is and will be capable of satisfying the conditions contained in Sections 365(b)(1)(C) and 365(f)(2)(B) of the Bankruptcy Code with respect to the Assumed Contracts.

5.6. No Litigation. There is no Claim, Order or Legal Proceeding pending or, to the Knowledge of Purchaser, threatened against Purchaser or any of its Affiliates which could delay or prevent the consummation of the Transaction.

5.7. Permit Qualifications. Purchaser is qualified to hold all Assigned Permits.

5.8. Brokers. Neither Purchaser nor any of its Affiliates has incurred, nor will any of them incur, directly or indirectly, any Liability for any brokerage, finder's or other fee or commission in connection with the Transaction for which Sellers or any of their Affiliates could be liable.

5.9. Condition of Scheduled Assets. PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV, SELLERS HAVE NOT MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO ANY SCHEDULED ASSET OR ANY ASSUMED LIABILITY (INCLUDING REVENUE OR INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE SCHEDULED ASSETS, THE PHYSICAL CONDITION OF ANY REAL OR PERSONAL PROPERTY COMPRISING A PART OF THE SCHEDULED ASSETS OR WHICH IS THE SUBJECT OF ANY OF THE ASSUMED CONTRACTS, THE ENVIRONMENTAL CONDITION OR ANY OTHER MATTER RELATING TO THE PHYSICAL CONDITION OF THE REAL PROPERTY OR IMPROVEMENTS WHICH ARE THE SUBJECT OF ANY ASSUMED CONTRACT, THE ZONING OF SUCH REAL PROPERTY OR IMPROVEMENTS, THE VALUE OF ANY SUCH REAL PROPERTY (OR ANY PORTION THEREOF), THE AMOUNT, VALIDITY OR ENFORCEABILITY OF ANY OF THE ASSUMED LIABILITIES, THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SCHEDULED ASSETS, OR ANY OTHER MATTER OR THING RELATING TO THE SCHEDULED ASSETS, THE ASSUMED CONTRACTS, OR THE ASSUMED LIABILITIES (OR ANY PORTION THEREOF). PURCHASER FURTHER ACKNOWLEDGES THAT IT IS NOT AWARE OF ANY REPRESENTATION OR WARRANTY OF SELLERS CONTAINED IN THIS AGREEMENT BEING UNTRUE OR INACCURATE. WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLERS

HEREBY DISCLAIM ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE SCHEDULED ASSETS. PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV, SELLERS FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER AND ITS REPRESENTATIVES HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL PORTIONS OF THE SCHEDULED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE SCHEDULED ASSETS AS PURCHASER AND ITS REPRESENTATIVES DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE SCHEDULED ASSETS, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER ACKNOWLEDGES AND AGREES THAT AT CLOSING IT WILL PURCHASE THE SCHEDULED ASSETS "AS IS", "WHERE IS" AND "WITH ALL FAULTS".

ARTICLE VI

MUTUAL COVENANTS

6.1. Commercially Reasonable Efforts to Consummate.

(a) Except as provided by the Bankruptcy Code, the Bankruptcy Rules or any Order entered by the Bankruptcy Court in the Chapter 11 Case, Sellers and Purchaser shall each use Commercially Reasonable Efforts to cause the Closing to occur, including defending against any Legal Proceeding brought against it challenging this Agreement or the Transaction, and seeking to have any preliminary injunction, temporary restraining order, stay or other legal restraint or prohibition entered or imposed by any Governmental Authority that is not yet final and nonappealable vacated or reversed.

(b) Without limiting the generality of the foregoing, each of the Parties will use its Commercially Reasonable Efforts to take, or cause to be taken all action, and to do, or cause to be done, all things necessary, proper or advisable under Applicable Law to consummate and make effective the sale, transfer conveyance and assignment of the Scheduled Assets and the assumption of the Assumed Liabilities pursuant to this Agreement, including using Commercially Reasonable Efforts to ensure satisfaction of the conditions precedent to each Party's obligations hereunder. Neither Sellers nor Purchaser will, without the prior written consent of the other, advocate, take or fail to take any action which would reasonably be expected to prevent or materially impede, interfere with or delay the Transaction or which could reasonably be expected to cause, or to contribute to causing, the other to receive less favorable regulatory treatment than that sought by the other.

6.2. HSR Act. Not later than ten (10) days after the entry of the Bid Procedures Order, Purchaser and WPF shall file or cause to be filed with the United States Federal Trade Commission and the United States Department of Justice any notifications required to be filed

under the HSR Act and the rules and regulations promulgated thereunder with respect to the Transaction. The Parties shall consult with each other and respond promptly to any requests for additional information made by each of such agencies. The Parties shall use their Commercially Reasonable Efforts to cause the waiting periods under the HSR Act to terminate or expire at the earliest possible date after the date of filing. All filing fees under the HSR Act shall be borne fifty percent (50%) by Purchaser and fifty percent (50%) by Sellers (collectively). All other Transaction related costs shall be borne by the Parties incurring such costs.

6.3. Other Regulatory Filings. The Parties shall cooperate with each other and, as promptly as practicable after the date of this Agreement, (i) prepare and make with any other Governmental Authority having jurisdiction over any Seller, Purchaser, the Transaction or the Scheduled Assets, all necessary filings required to be made with respect to the Transaction, (ii) effect all necessary applications, notices, petitions and filings and execute all agreements and documents, (iii) use Commercially Reasonable Efforts to obtain the transfer or reissuance to Purchaser of all Assigned Permits, consents, approvals and authorizations of all Governmental Authorities, and (iv) use Commercially Reasonable Efforts to obtain all necessary consents, approvals and authorizations of all other Persons, in the case of each of the foregoing clauses (i), (ii) and (iii), necessary or advisable to consummate the Transaction. The Parties shall respond promptly to any requests for additional information made by any Governmental Authority and use their respective Commercially Reasonable Efforts to cause all required regulatory approvals to be obtained at the earliest possible review of any such filings. The Parties shall have the right to review in advance all characterizations of the information relating to the Transaction which appear in any filing made in connection with the Transaction and the filing Party shall consider in good faith any revisions reasonably requested by the non-filing Party.

6.4. Tax Matters.

(a) The Parties shall determine in good faith an allocation of the Purchase Price among the Scheduled Assets by the Closing Date in accordance with the procedures set forth below, which shall be conclusive and final for all purposes of this Agreement.

(i) No later than thirty (30) days (or such later date as the Parties mutually agree), before the Closing, Purchaser shall provide in writing to Sellers Purchaser's fair market valuation of the Scheduled Assets taking into account the Purchase Price.

(ii) No later than twenty (20) days (or such later date as the Parties mutually agree) following receipt of the fair market valuations described in Section 6.4(a)(i), Sellers shall provide Purchaser in writing a statement that either the Sellers have no objections to the fair market valuations of the Scheduled Assets prepared by Purchaser and agree to be bound thereby in accordance with the provisions of this Agreement or a statement listing Sellers' objections to some or all Purchaser's fair market valuations of the Scheduled Assets and an explanation of such objections. In the event Sellers fail to provide written objections to Purchaser's fair market valuations within the time period provided in the first sentence of this Section 6.4(a)(ii), Sellers and Purchaser shall be deemed to have accepted such valuations of the Scheduled Assets and to be bound thereby in accordance with the provisions of this Agreement.

(iii) In the event Sellers timely communicate to Purchaser any objections to Purchaser's fair market valuations of the Scheduled Assets, Sellers and Purchaser shall negotiate in good faith to resolve such objections. If Sellers and Purchaser are unable to resolve any of Sellers' objections relating to the valuations of the Scheduled Assets within thirty (30) days of Sellers notifying Purchaser of its objections, such objections shall be resolved by a qualified appraisal firm mutually agreed upon by Sellers and Purchaser. The cost of employing any such appraisal firm to resolve any objections by Sellers shall be borne one-half by Sellers and one-half by Purchaser.

The Parties shall each report the federal, state and local income and other tax consequences of the Transaction in a manner consistent with such allocation including the preparation and filing of Form 8594 under section 1060 of the Code (or any comparable provisions of state or local tax law) with their respective federal, state and local income Tax Returns for the taxable year that includes the Closing Date.

(b) None of Purchaser, any Affiliate thereof or any duly appointed representatives of the foregoing shall, without the prior written consent of Sellers, which consent shall not be unreasonably withheld or delayed, enter into any settlement of any contest or otherwise compromise any issue that directly affects the Tax liability of any Seller or any of its Affiliates for any taxable year or period (or portion thereof) ending on or prior to the Closing Date.

ARTICLE VII

COVENANTS OF THE SELLERS

7.1. Action by Sellers Pending the Closing. Subject to any obligations as a debtor or debtor in possession under the Bankruptcy Code and except (i) as ordered by the Bankruptcy Court following notice to Purchaser, or (ii) as agreed to in writing by Purchaser, between the date of execution of this Agreement and the Closing, Sellers shall, in the context of the Chapter 11 Case, maintain the Facility in the ordinary course consistent with past practices.

7.2. Bankruptcy Court Orders. Within fifteen (15) business days after the date hereof, Sellers shall file this Agreement and a motion (or motions) and supporting papers (including forms of orders substantially in the form of the Bid Procedures Order and Sale Order) seeking entry of the Bid Procedures Order and Sale Order (the "Sale Motion"). The Sale Motion shall be in form and substance reasonably satisfactory to Purchaser. Sellers shall use their Commercially Reasonable Efforts to have the Bankruptcy Court enter the Bid Procedures Order within thirty (30) days after filing the Sale Motion, and the Sale Order within ninety (90) days after entry of the Bid Procedures Order.

7.3. Stalking Horse Exclusivity. From the Effective Date until the entry of the Bid Procedures Order or, unless extended by mutual agreement of the Parties, Sellers, subject to their obligations as a debtor or debtor in possession under the Bankruptcy Code, shall not (i) solicit, initiate or encourage the submission of any proposal or offer from any Person to act as a stalking horse bidder with respect to the acquisition of the Scheduled Assets, (ii) participate in any discussions or negotiations or enter into an agreement with or regarding any Person to act as a

stalking horse bidder for the Scheduled Assets, or (iii) participate in any discussion or negotiation with any Person regarding a plan of reorganization or alternate action that would result in any failure to consummate the Transaction. Nothing herein shall preclude Sellers from contacting any Person to become a prospective participant in the Auction or taking any other action with respect to the prospective participants in the Auction, including providing information concerning the Scheduled Assets or Assumed Liabilities.

7.4. PILOT/Bond Transaction Settlement Agreement(s). WPF shall, without expense to Purchaser, use Commercially Reasonable Efforts to enter into one or more settlement agreements (the "PILOT/Bond Transaction Settlement Agreement(s)") with County, the School District and the City with respect to (i) the PILOT Agreement, (ii) the Lease, (iii) the Mortgage, (iv) the Bonds, and (v) the other agreements between WDF or WPF and the School District or the City that are related to the Scheduled Assets, which settlement agreement(s) shall provide for the termination of such Contracts and Bonds and the transfer of the Scheduled Assets owned by the County to one or more of the Sellers or directly to Purchaser at the Closing. Sellers shall use Commercially Reasonable Efforts to obtain on or prior to the Closing Date Bankruptcy Court approval of the PILOT/Bond Transaction Settlement Agreement(s), or such order(s) from the Bankruptcy Court as is necessary or appropriate to allow Purchaser to acquire ownership of all Scheduled Assets free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code, other than the Permitted Encumbrances.

7.5. Access, Cooperation and Information. Sellers shall afford to Purchaser and to Purchaser's financial advisors, legal counsel, accountants, consultants and other authorized representatives reasonable access during normal business hours and upon reasonable advance notice throughout the period prior to the Closing Date, to the books, records, properties and personnel of Sellers that pertain to the Scheduled Assets and, during such period, shall furnish to Purchaser such information as Purchaser reasonably may request pertaining to the Scheduled Assets that are in the possession of any Seller or any of its Affiliates, including, without limitation, detailed asset schedules listing the original cost basis, accumulated depreciation and current book value and adjusted tax basis of the Scheduled Assets.

7.6. FERC Approvals. Without limitation to their obligations under Section 6.3, Sellers shall file within fifteen (15) days after entry of the Bid Procedures Order applications to seek all necessary FERC approvals.

ARTICLE VIII

COVENANTS OF PURCHASER

8.1. Regulatory Filings. Without limitation to its obligations under Section 6.3, Purchaser shall file within fifteen (15) days after entry of the Bid Procedures Order applications to seek all necessary RUS and APSC approvals.

8.2. Title Insurance. Without limitation to its obligations under Section 6.3, Purchaser shall use its best efforts to obtain a binding commitment to issue policies of title insurance referenced in Section 9.10 within fifteen (15) business days after entry of the Bid Procedures Order.

ARTICLE IX

CONDITIONS PRECEDENT TO OBLIGATIONS OF PURCHASER

The obligation of Purchaser to consummate the Transaction is subject to satisfaction (or waiver in writing by Purchaser) of the following conditions precedent.

9.1. Representations and Warranties; Covenants.

(a) Each of the representations and warranties of Sellers contained in Article IV shall be true and correct in all material respects at and as of the Closing with the same force and effect as though made at and as of the Closing.

(b) Sellers shall have performed and complied, in all material respects, with the obligations and covenants required by this Agreement to be performed or complied with by Sellers prior to the Closing.

9.2. Sale Order. The Bankruptcy Court shall have entered a Final Order or Orders (the "Sale Order") substantially in the form set forth in Exhibit F hereto, with such changes only as are mutually approved by Purchaser and Sellers, which, among other things, (i) approves, pursuant to Sections 105, 363 and 365 of the Bankruptcy Code: (A) the execution, delivery and performance by Sellers of this Agreement, including each and every term and condition hereof, and the other instruments and agreements contemplated hereby, (B) the sale of the Scheduled Assets to Purchaser on the terms set forth herein and free and clear of all interests pursuant to Section 363(f) of the Bankruptcy Code, other than the Permitted Encumbrances, (C) the consummation by the necessary Sellers and the County and School District of the transactions contemplated in the PILOT/Bond Transaction Settlement Agreement(s) or a finding that Sellers may transfer adequate legal title to the Scheduled Assets without the PILOT/Bond Transaction Settlement Agreement(s), and (D) the performance by Sellers of their respective obligations under this Agreement; (ii) authorizes and directs Sellers to assign to Purchaser the Assumed Contracts and Assigned Permits; (iii) finds that Purchaser is a "good faith" buyer within the meaning of Section 363(m) of the Bankruptcy Code, and (iv) designates an entity selected by Sellers to be paid the Purchase Price by Purchaser.

9.3. Other Regulatory Approvals. All other authorizations, consents, filings and approvals of or with any Governmental Authority, including APSC, RUS, FERC and County, necessary to permit Purchaser and Sellers to perform the Transaction, including with respect to the assignment of Easements, Assumed Contracts and Assigned Permits, shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to Purchaser, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, and all waiting periods applicable to the Transaction under the HSR Act shall have expired or otherwise terminated.

9.4. Litigation. There shall be no pending litigation with respect to the Scheduled Assets that would reasonably be expected to have a Material Adverse Effect, and no Order shall have been issued restricting, prohibiting or staying the Transaction.

9.5. No Material Adverse Change. No Material Adverse Change shall have occurred and be continuing with respect to the physical condition of the Facility after the Effective Date.

9.6. Assumed Contracts or Easements. There will be no outstanding material breaches or enforceable monetary obligations owed under any Assumed Contract and each Easement and all Assumed Contracts and Easements will be effectively assigned to Purchaser.

9.7. Assigned Permits. The Assigned Permits will be current and will be effectively assigned to Purchaser.

9.8. Consents. All Third Party consents required to assign or transfer the Scheduled Assets to Purchaser shall have been obtained and shall continue to be effective.

9.9. Deliverables. (i) All items to be delivered by any Seller or County pursuant to Section 3.1(b) and 3.1(d) shall have been delivered; (ii) each assignment or conveyance of Real Property shall be effective and shall constitute good and marketable title to the Real Property, subject to the Permitted Encumbrances; and (iii) title to the assets described on Schedule 2.1(a) shall be transferred to Purchaser pursuant to WPF Bill of Sale and the County Bill of Sale, subject to Permitted Encumbrances.

9.10. Title Insurance. Purchaser shall receive, at Purchaser's expense, a commitment to issue a policy of title insurance covering the Real Property in form and substance consistent with standard commercial real estate conveyance transactions in Little Rock, Arkansas. Such commitment shall be issued by a title company reputable in the commercial real estate market in Little Rock, Arkansas.

ARTICLE X

CONDITIONS PRECEDENT TO OBLIGATIONS OF SELLERS

The obligation of Sellers to consummate the Transaction is subject to the satisfaction (or waiver in writing by Sellers) of the following conditions precedent.

10.1. Representations and Warranties; Covenants.

(a) Each of the representations and warranties of Purchaser contained in Article V shall be true and correct in all material respects at and as of the Closing with the same force and effect as though made at and as of the Closing.

(b) Purchaser shall have performed and complied, in all material respects, with the obligations and covenants required by this Agreement to be performed or complied with by Purchaser prior to the Closing.

10.2. Sale Order. The Sale Order shall be in full force and effect and shall not have been stayed, enjoined or modified.

10.3. Other Regulatory Approvals. All other authorizations, consents, filings and approvals necessary to permit Purchaser to consummate the Transaction, including FERC, RUS

and APSC approvals, shall have been duly obtained, made or given, shall be in form and substance reasonably satisfactory to Sellers, shall not be subject to the satisfaction of any condition that has not been satisfied or waived and shall be in full force and effect, and all waiting periods applicable to the Transaction under the HSR Act shall have expired or otherwise terminated.

10.4. PILOT/Bond Transaction Settlement Agreement(s). All conditions precedent to the consummation of the transactions contemplated in the PILOT/Bond Transaction Settlement Agreement(s) shall have been satisfied or waived in writing by the party entitled to the benefit of such conditions.

10.5. Litigation. No Order shall have been issued restricting, prohibiting or staying the consummation of the Transaction.

10.6. Deliverables. All items to be delivered by Purchaser pursuant to Section 3.1(c) shall have been delivered.

ARTICLE XI

TERMINATION

11.1. Termination. Except as otherwise provided in Section 12.3(d), this Agreement may be terminated and the Transaction abandoned at any time prior to the Closing as follows:

(a) by written agreement of Purchaser and Sellers;

(b) by Purchaser:

(i) at any time after the date that is two hundred seventy (270) days after the Effective Date (the "Expiration Date"), if the Closing shall not have occurred; provided, however, that the Purchaser is not in material breach of any of its representations and warranties contained in this Agreement and has not failed in any material respect to perform any of its obligations hereunder;

(ii) if any Order permanently restraining, prohibiting or enjoining County, Purchaser or the Sellers from consummating the Transaction is entered and such Order shall have become a Final Order;

(iii) if there shall have been a breach by any Seller of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 9.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within sixty (60) days after written notice thereof shall have been received by Sellers;

(iv) if any of Sellers consummate, enter into an agreement to consummate, or accept a binding bid with respect to, a Third Party Sale;

(v) if any of Sellers overtly abandon, renounce, abrogate, or contest the validity or enforceability of this Agreement or the Transaction; or

(vi) if the Bid Procedures Order approving the Breakup Fee and the Reimbursable Expenses is not entered by the Bankruptcy Court within forty-five (45) business days after filing the Sale Motion.

(c) by Sellers:

(i) at any time after the Expiration Date, if the Closing shall not have occurred; provided, however, that none of the Sellers is in material breach of any of its representations and warranties contained in this Agreement and has not failed in any material respect to perform any of its obligations hereunder;

(ii) if any Order permanently restraining, prohibiting or enjoining County, Purchaser or the Sellers from consummating the Transaction is entered and such Order shall have become a Final Order; or

(iii) if there shall have been a breach by Purchaser of any of its representations, warranties, covenants or agreements contained in this Agreement, which breach would result in the failure to satisfy one or more of the conditions set forth in Section 10.1, and such breach shall be incapable of being cured or, if capable of being cured, shall not have been cured within sixty (60) days after written notice thereof shall have been received by Purchaser; and

(d) automatically, upon entry of an Order of the Bankruptcy Court or other court of competent jurisdiction approving a Third Party Sale.

11.2. Effect of Termination; Default. If this Agreement is terminated under Section 11.1, the Party terminating this Agreement shall provide written notice thereof to the other Parties and this Agreement will thereafter become void and have no further force and effect and all further obligations of Sellers and Purchaser to each other under this Agreement will terminate without further obligation or Liability of Sellers or Purchaser to the others (other than with respect to breaches, if any, of this Agreement prior to such termination), except that:

(a) each Party will return all documents, workpapers and other material of any other party relating to the Transaction, whether so obtained before or after the execution of this Agreement, to the party furnishing the same; and

(b) if this Agreement is terminated by Purchaser pursuant to Section 11.1(b)(iii), (iv) or (v) or because the conditions precedent set forth in Section 10.2 or 10.4 have not been satisfied by the Expiration Date, then Purchaser shall be entitled to payment of the Reimbursable Expenses. In this regard, Sellers hereby warrant and represent to Purchaser that Sellers have, or will arrange to have, access to adequate funds to pay the Reimbursable Expenses promptly after allowance thereof. In addition, Sellers will request the Bankruptcy Court to approve, as part of the Bid Procedures Order, subordination of any and all liens, claims and interests of WDF against the other Sellers and the Scheduled Assets to the extent necessary to satisfy the Reimbursable Expenses.

(c) Notwithstanding the foregoing, this Section 11.2, Section 11.3 (Breakup Fee), Section 11.4 (Limitation on Damages), Section 12.1 (Transaction Costs), Section 12.2 (Defaults), Section 12.5 (Notices), Section 12.9 (Applicable Law and Jurisdiction), Section 12.10 (Binding Nature; Assignment), Section 12.15 (Construction) and Section 12.16 (Public Announcements) shall survive any such termination of this Agreement.

11.3. Breakup Fee. In the event this Agreement is terminated by Purchaser as a result of Sellers entering into an agreement for a Third Party Sale pursuant to the Auction, Sellers shall, subject to Bankruptcy Court approval in the Bid Procedures Order and consummation of such Third Party Sale, pay Purchaser the Breakup Fee upon the consummation of such Third Party Sale from the first cash proceeds thereof, as an administrative expense with priority under Section 507(a)(1) of the Bankruptcy Code.

11.4. Limitation on Damages. The Parties agree that it is impossible to determine accurately the amount of damages that Purchaser would suffer if the Transaction was not consummated as a result of a breach of this Agreement by Sellers. Accordingly, notwithstanding anything in this Agreement to the contrary, the Parties agree (i) that in the event Purchaser terminates this Agreement pursuant to Section 11.1(b)(iii), (iv) or (v), Purchaser's right to payment of the Reimbursable Expenses pursuant to Section 11.2(b) and the Breakup Fee, if applicable, under Section 11.3, shall serve as liquidated damages and not a penalty against Sellers and (ii) Purchaser's rights to terminate this Agreement and payment of the Reimbursable Expenses and Breakup Fee, if applicable, shall be the sole and exclusive remedy of Purchaser against the Sellers by reason thereof.

ARTICLE XII

MISCELLANEOUS

12.1. Transaction Costs. Except as provided in Sections 11.2(b) and 11.3 each Party hereto shall bear its own costs and expenses, including attorneys' fees, with respect to the Transaction.

12.2. Defaults. Notwithstanding any other provision of this Agreement to the contrary, the remedies set forth in Section 11.2 shall constitute the sole and exclusive remedies of the parties hereto for any Claims arising under this Agreement; provided, that nothing in this Section 12.2 shall relieve any party from liability for any willful breach of this Agreement.

12.3. Risk of Loss.

(a) Sellers will bear all risk of loss occurring to or upon any portion of the Scheduled Assets prior to the Closing, other than any loss or damage caused by acts of negligence of Purchaser or any of its authorized representatives or agents, which loss or damage shall be the responsibility of Purchaser.

(b) If, prior to the Closing, all or any material portion of the Scheduled Assets is taken by eminent domain or is the subject of a pending or, to the Knowledge of Sellers, contemplated taking which has not been consummated, or if all or any material portion of the Scheduled Assets is damaged or destroyed by fire or other casualty, Sellers shall notify

Purchaser promptly in writing of such fact. If such taking, contemplated taking, damage or destruction would have a Material Adverse Effect, Sellers shall have the option, exercised by notice to Purchaser, to restore, repair or replace the taken or damaged Scheduled Assets prior to the Closing Date.

(c) If Sellers elect to restore, repair or replace the Scheduled Assets, which election shall be made by notice to Purchaser within thirty (30) days following the occurrence of the casualty or taking, the completion of the repair, replacement or restoration shall be a condition to the Closing and the Closing Date and Expiration Date shall automatically be postponed at the election of Sellers for the amount of time reasonably necessary to complete such restoration, repair or replacement (not to exceed one hundred eighty (180) days after receipt by Purchaser of such notice without Purchaser's written consent). In the event that (i) the Scheduled Assets cannot be restored, repaired or replaced, (ii) Sellers elect not to restore, repair or replace such damaged Scheduled Assets, or (iii) Sellers, having elected to repair, replace or restore such damaged Scheduled Assets, fails to complete the repair, replacement or restoration within such 180-day period (or such other period as the Parties agree in writing), then the Parties shall negotiate in good faith in equitable adjustment to the Purchase Price to reflect the impact of the casualty or taking, as mitigated by any repair, replacement or restoration work actually complete by Sellers, on the Scheduled Assets being sold to Purchaser, and shall proceed to the Closing.

(d) In the event that the Parties fail to reach agreement on an equitable adjustment to the Purchase Price within thirty (30) days, then Purchaser shall have the option, exercisable by written notice to the Sellers, within fifteen (15) days immediately following the expiration of such 30-day period, to either (i) proceed with the consummation of the Transaction at Closing, with a reduction in the Purchase Price consistent with Sellers' last written offer communicated to Purchaser, in which event Sellers shall assign over and deliver to Purchaser at Closing all condemnation or insurance proceeds which Sellers have received or to which Sellers are entitled by virtue of such casualty or taking, less any costs and expenses reasonably incurred by Sellers in obtaining such condemnation or insurance proceeds or (ii) terminate this Agreement, provided that Sellers do not accept Purchaser's last offer within fifteen (15) days after termination notice from Purchaser, in which event this Agreement shall terminate and neither Party shall thereafter have any obligation or Liability to the other by reason of such termination. If Purchaser shall fail to make such election within the prescribed 15-day period, Purchaser shall be deemed to have made an election to proceed with the Closing.

12.4. Amendment. This Agreement may not be amended, modified or supplemented except by a written instrument signed by all of the Parties and approved by the Bankruptcy Court if it has already approved this Agreement.

12.5. Notices. Any notice, request, instruction or other document to be given hereunder by a Party hereto shall be in writing and shall be deemed to have been given, (i) when received if given in person, (ii) on the date of transmission if sent by telecopy or other wire transmission (with answer back confirmation of such transmission), (iii) upon delivery, if delivered by a nationally known commercial courier service providing next business day delivery service (such as Fed Ex, UPS or DHL), or (iv) upon delivery, or refusal of delivery, if deposited in the U.S. mail, certified or registered mail, return receipt requested, postage prepaid:

If to Sellers, addressed as follows:

c/o Wrightsville Power Facility, L.L.C.
1155 Perimeter Center West
Atlanta, Georgia 30338
Attention: President
Fax: (678) 579-7215

with a copy (which shall not constitute notice) to:

Marshall & Lueder, LLC
3650 Mansell Road, Suite 410
Alpharetta, GA 30022
Attention: Michael Lueder, Esq.
Fax: (770) 518-7829

and to:

White & Case LLP
Wachovia Financial Center
200 South Biscayne Boulevard
Miami, FL 33131-2352
Attention: Frank Eaton, Esq.
Fax: (305) 358-5744

If to Purchaser, addressed as follows:

Arkansas Electric Cooperative Corporation
1 Cooperative Way
Little Rock, AR 72209-5433
Attention: President/Chief Executive Officer
Facsimile: (501) 570-2764

with a copy (which shall not constitute notice) to:

Arkansas Electric Cooperative Corporation
1 Cooperative Way
Little Rock, AR 72209-5433
Attention: General Counsel
Facsimile: (501) 570-2264

or to such other individual or address as a Party hereto may designate for itself by notice given as herein provided.

12.6. Waivers. The failure of a Party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a Party of any condition or of any breach of any term, covenant, representation or

warranty contained in this Agreement shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in other instances or a waiver of any other condition or breach of any other term, covenant, representation or warranty.

12.7. Counterparts and Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any counterpart may be executed by facsimile signature and such facsimile signature shall be deemed an original.

12.8. Headings. The headings preceding the text of the Articles and Sections of this Agreement and the Exhibits and Schedules hereto are for convenience only and shall not be deemed part of this Agreement.

12.9. Applicable Law and Jurisdiction. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY SELLER OR ITS AFFILIATES, THIS AGREEMENT AND THE ANCILLARY DOCUMENTS SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ARKANSAS. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY SELLER OR ITS AFFILIATES, PURCHASER AND SELLERS FURTHER AGREE THAT THE BANKRUPTCY COURT SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT OR ANY SUCH ANCILLARY DOCUMENT; AND/OR (B) THE SCHEDULED ASSETS AND/OR ASSUMED LIABILITIES, AND PURCHASER AND SELLERS EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN ARKANSAS SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND PURCHASER AND SELLERS HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

12.10. Binding Nature; Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any of the Parties without prior written consent of the other Parties (which shall not be unreasonably withheld or delayed); except (i) that Purchaser may assign any of its rights (but not its obligations) hereunder to any Affiliate or member or wholly-owned subsidiary, (ii) Purchaser may grant a security interest in its rights and interests hereunder to its lenders, (iii) the rights and interests hereunder may be assigned to a trustee appointed under chapter 11 or chapter 7 of the Bankruptcy Code, (iv) this Agreement may be assigned to any entity appointed as successor to Sellers pursuant to a confirmed chapter 11 plan and (v) as otherwise provided in this Agreement. Nothing contained herein, express or implied, is intended to confer on any Person other than the Parties or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12.11. No Third Party Beneficiaries. This Agreement is solely for the benefit of the Parties and no provision of this Agreement shall be deemed to confer upon Third Parties any rights, remedies, Claims, or causes of action.

12.12. Bulk Sales. Purchaser hereby waives compliance by Sellers with the requirements and provisions of any "bulk transfer" laws of any jurisdiction that may be applicable with respect to the sale of any or all of the Scheduled Assets to Purchaser.

12.13. Termination of Representations, Warranties and Covenants. The representations, warranties and covenants (other than any covenant by its express terms requires performance after the Closing) made by Sellers and Purchaser in this Agreement shall terminate immediately upon the Closing.

12.14. Release. Except with respect to the obligations of the other Party hereunder or of the other Party or any of its Affiliates under any other agreement, each Party on behalf of itself and each of its Affiliates, and on behalf of each of its and their successors and assigns, hereby waives its right to recover from any other Party or its Affiliates or any Person acting on behalf of any other Party or any such Affiliates, and forever releases and discharges each other Party, 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 Scheduled Assets, including without limitation, (a) all Liabilities arising under Applicable Law, including any environmental law, or relating to any claim in respect thereto, and (b) 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 Scheduled Assets before or after the Closing. In this regard, each Party, on behalf of itself and each of its Affiliates, and each of its and their successors and assigns, expressly waives any and all rights and benefits that it now has or they now have, or in the future may have, conferred upon it or them 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. Each Party, on behalf of itself and each of its Affiliates, and each of its and their successors and assigns, hereby further acknowledges that it is aware that factual matters now unknown to it or them 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 to bind each of its Affiliates, and each of its and their successors and assigns, to this release.

12.15. Construction. The language used in this Agreement will be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. Any reference to any federal, state, local, or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

12.16. Public Announcements. This Section 12.16 cancels or supercedes Schedule III of the term sheet relating to the Transaction. The Parties shall maintain the confidentiality of all proprietary and confidential information received from the other Parties in connection with this

Agreement or the Transaction (including information to be provided to Purchaser pursuant to Section 7.5), and use such information only for the purposes contemplated by this Agreement and for no other purpose. In addition, without the prior written consent of the Purchaser (in the case of any or all of the Sellers) or of all the Sellers (in the case of Purchaser), neither Purchaser nor any of the Sellers shall make, and each shall direct its respective directors, officers, members, representatives, agents and Affiliates not to make, directly or indirectly, any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure of the existence of discussions regarding, the Transaction or any of the terms, conditions, or other aspects of this Agreement. Purchaser and Management Member jointly will agree to the timing and content of any disclosure relating to the Transaction, and no such disclosure shall be made without the consent of Purchaser and the Management Member. Notwithstanding the foregoing, if Sellers determine in good faith, that such disclosure is required by law, Purchaser's prior consent shall not be required, provided that, where feasible, Sellers deliver a draft of all such proposed disclosure to Purchaser a reasonable time in advance of its release and incorporates therein any comments reasonably requested by Purchaser. In any event, disclosures of Purchaser's name or participation in discussions or the Transaction shall not be permitted without Purchaser's prior consent. Nothing herein shall be deemed to prevent Sellers from disclosing any and all aspects of the discussions and the Transaction to (i) the Bankruptcy Court (using, if appropriate, a redacted version of this Agreement), (ii) FERC, (iii) HSR or (iv) any of the official committees or lenders and their professionals in the Chapter 11 Case so long as such persons are subject to confidentiality obligations in connection therewith. Nothing herein shall be deemed to prevent Purchaser from disclosing any and all aspects of the Transaction or this Agreement to RUS, FERC, APSC, any financial institution or any insurance consultant or agent or rating agency, or any combination thereof, provided such financial institutions, insurance consultant or agent or rating agency, or any combination thereof become subject to confidentiality obligations in connection therewith, and prior to, such disclosure. Furthermore, nothing herein shall be deemed to prevent Sellers or Purchaser from disclosing only those aspects of the discussions, the Transaction, and this Agreement that are already of public record. It is the understanding of the Parties that, at the Effective Date, there is no requirement for any immediate disclosure of its existence, parties or contents, other than in connection with the Chapter 11 Case or approvals to be obtained from RUS, FERC or APSC. In the event this Agreement is terminated pursuant to Section 11.1, this Section 12.16 shall survive such termination and remain in full force and effect for a period of one (1) year thereafter.

12.17. Entire Understanding. This Agreement, the Exhibits and the Schedules hereto set forth the entire agreement and understanding of the Parties in respect to the Transaction. This Agreement, the Exhibits and the Schedules hereto supersede all prior agreements, arrangements and understandings relating to the subject matter hereof (including that certain term sheet between Sellers and Purchaser dated as of October 18, 2004) and are not intended to confer upon any other Person any rights or remedies hereunder. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this Agreement.

12.18. Severability. In the event that any part of this Agreement is declared by an court or other judicial or administrative body to be null, void or unenforceable, said provision shall survive to the extent it is not so declared, and all of the other provisions of this Agreement shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable,

the remaining terms shall provide for the consummation of the Transaction in substantially the same manner as originally set forth at the later date this Agreement was executed or last amended.

* * * * *

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By_____
Gary C. Voigt
President/CEO

WRIGHTSVILLE POWER FACILITY, L.L.C.
By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name: Curtis A. Morgan
Title: CEO

MIRANT WRIGHTSVILLE MANAGEMENT, INC.

By_____
Name: Curtis A. Morgan
Title: CEO

MIRANT WRIGHTSVILLE INVESTMENT, INC.

By_____
Name: J. William Holder III
Title: SVP

WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.
By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name: Curtis A. Morgan
Title: CEO

Schedule 2.1(a)

Facility

The Facility is a nominal 548 MW gas fired combined cycle power generating plant located in central Arkansas south of Little Rock in the County. The following description is only a summary of the major components of the Scheduled Assets to be acquired and is not intended to be all-inclusive and shall not be deemed or construed as a representation or warranty:

The main structure consists of one large building divided into three main sections. The central section contains two steam turbine generators, control room, electrical equipment rooms, chemical feed area, condensers, chillers and a 40-ton overhead crane with a 5-ton auxiliary hoist. An extension from one side of this structure houses the deaerator and storage tank, boiler feed pumps and the six Heat Recovery Steam Generators ("HRSGs") for the General Electric ("GE") LM-6000 Combustion Turbines ("LMs"), including their stacks, and three control modules (one between each pair of HRSGs) which house the control panels for the LMs, their HRSGs and Continuous Emissions Monitoring Equipment ("CEMS"). Another smaller extension on the opposite side of the central structure houses the HRSG for the GE 7EA Combustion Turbine ("7EA") and its control module and CEMS. The steam turbine-generator area is provided with a drive-through maintenance and access aisle between the two steam turbines and contains the overhead crane sized for the heaviest lift. There is a catwalk about the HRSGs spanning the entire length of the main structure.

A pre-fabricated combination administration/warehouse building is provided near the Facility entrance. Within the warehouse portion there is a mezzanine level above the shop areas for additional storage. The site also has a second pre-fabricated warehouse building of approximately 8,800 square feet. The administration building has a paved parking area with 18 marked spaces for vehicles. The control room has 6 paved parking spaces.

A separate pre-fabricated metal building currently houses the water treatment equipment and circulating water pumps. The water treatment equipment being leased from US Filter/Ionpure, Inc. is not being acquired. The water treatment and main buildings are heated with gas-fired space heaters to maintain 35° F. The fire pumps are located in the main cooling tower basin sump. Adjacent to the water treatment building are the main and auxiliary cooling towers. On the opposite side of the main structure is the switchyard, with an access road separating it from the main section of the plant. The access road loops completely around the main plant structure.

The property consists of approximately 52.695 acres and is located in the southern part of the County just south of the City of Wrightsville along Arkansas Highway 365. The legal description of the real property on which the Facility, other assets and the Entergy Substation are located is attached as Schedule 2.1(b).

LISTING OF PLANT EQUIPMENT:

- Six (6) single fuel, natural gas-fired GE LM-6000PC SPRINT combustion turbine generators nominally rated at 47 MW at 60°F. The air inlet systems consist of an inlet screen, a heating/cooling heat exchanger coil, followed by a pre-filter and a barrier filter. Each Combustion Turbine ("CT") has an on-line and soak wash compressor wash system consisting of a reservoir, pumps and piping mounted on an auxiliary skid. Weatherproof enclosures house the CTs and generators in separate compartments. Each GE generator is air cooled with brushless exciters – nameplate 71,176 kVA, 13.8 kV, 0.85 PF.

- An LM-6000 inlet air cooling system consisting of five (5) 1,920 ton mechanical chillers designed to provide 1,600 tons of chilling capacity to each LM-6000 compressor inlet.

- An LM-6000 inlet air heating system consisting of a steam heated glycol heat exchanger, two (2) glycol circulation pumps, a glycol expansion tank and a 20,000-gallon glycol storage tank.

- One (1) single fuel natural gas-fired GE Frame 7EA combustion turbine equipped with dry low NOx combustors nominally rated at 82 MW at 60°F. The generator is a GE TEWAC with brushless excitation – nameplate 88 MVA, 13.8 kV, 0.9 PF. A GE supplied Compressor Wash skid.

- Seven (7) Deltak bottom-supported, natural circulation, dual pressure HRSGs with supplemental firing designed to support steam turbine load control with sliding pressure for high pressure ("HP") main steam above 650 psig.

- Two (2) identical GE axial exhaust condensing steam turbine generators, each rated at 105.2 MW at 4.99" Hg absolute. Each unit has a GE Mark V SPEEDTRONIC control system. Each generator is a GE TEWAC with brushless excitation, nameplate rated at 118.5 MVA, 13.8 kV, 0.9 PF.

- A condensate system consisting of two (2) Alstom single shell, axial steam entrance, two pass condensers and two (2) 50% capacity condensate pumps per condenser. Each condenser also has a hogging ejector, twin element-two stage steam jet air ejector and I&A condenser.

- A circulating water system consisting of a single Psychometrics eight (8) cell induced draft, counter-flow cooling tower, three (3) 33% capacity vertical circulating water pumps. Little Rock city water is used for make up under an existing contract which provides for adequate water supply.

- A dual pressure feedwater system consisting of one (1) deaerator ("DA") and storage tank, three (3) motor driven boiler feed pumps (two with direct drive, one with a variable frequency drive) each rated at 2610gpm @ 288 F, 3075 ft TDH. The low pressure ("LP") feedwater is taken from an inter-stage connection on each of the pumps.

- Water storage and transfer equipment consisting of one (1) 300,000 gallon raw water tank, two (2) 100% capacity (1702 gpm) raw water pumps, one (1) 250,000 gallon demineralized water tank and two (2) 700 gpm demineralized water pumps.

- An auxiliary cooling water system consisting of a two (2) cell induced draft, counter-flow cooling tower and two (2) 50% capacity pumps. The water from this system cools the five (5) chillers as well as the closed cooling water heat exchangers.

- A closed cooling water system consisting of two (2) 100% capacity heat exchangers, two (2) 100% capacity pumps and a head tank.

- A natural gas supply system from an on site metering and regulation station. The system includes a fuel heater for the supply to the 7EA utilizing low pressure feedwater to maintain 80°F gas temperature. Pipeline delivery pressure is 710 psig.

- A 12 inch diameter Natural Gas Pipeline approximately 5.5 miles in length interconnecting the NGPL pipeline to the Facility. System includes (1) Pig Receiver, (1) Liquid Separator and Tank, (2) Coalescing Filters, and (1) Fuel Heater supplying the CTs.

- An electrical switchyard which includes three (3) 13.2-500 kV main step-up transformers, two (2) auxiliary transformers and associated breakers, switches, structures and a dead end tower interfacing with the Entergy 500 kV system.

- Chemical feed systems as follows:

  - Circulating water chemical feed

    - Acid feed
    - Bleach feed
    - Dispersant feed
    - Corrosion inhibitor feed

  - Feedwater chemical feed

    - Amine feed
    - Oxygen scavenging feed

  - HRSG chemical feed

    - Phosphate/caustic feed

- Plant air system consisting of three (3) 50% capacity air compressors, one (1) air receiver, one (1) instrument air dryer and one (1) instrument air receiver.

- One (1) 900 kW diesel generator with auto start (not capable of providing black start).

- A plant fire protection system consisting of an underground loop, one (1) 2000 gpm diesel drive fire pump, one (1) 2000 gpm motor driven fire pump and one (1) 35 gpm motor drive jockey pump. The combustion turbine generator enclosures are equipped with CO2 fire suppression systems.

- Process and waste water drains system consisting of an oily water separator, collection sump and pumps, a clay-lined waste water retention pond with pumps and flow monitoring equipment.

- Inventories of materials, supplies, spare parts, tools and equipment for use in operation and maintenance of the Facility in substantially the same quantities as listed in the June 28, 2004 e-mail from Jonathan Sacks of Mirant to Ricky Bittle of Purchaser, excluding the Hyster H80XM, 8,000 lb capacity, LPG fuel forklift.

Schedule 2.1(b)

Real Property

The following described real estate lying in the North 1/2 of Section 32, Township 1 South, Range 11 West, Pulaski County, Arkansas, and more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 749.12 feet to a point on the west right of way of Arkansas Highway 365 also described as the point of beginning; thence continuing along the said right of way South 28 degrees 37 minutes 23 seconds East 133.22 feet; thence along a 14.8569 degree curve to the right 190.15 feet having a chord bearing and distance of South 14 degrees 29 minutes 53 seconds East 188.23 feet; thence South 00 degrees 22 minutes 21 seconds East 424.98 feet; thence along a 7.0872 degree curve to the left 297.92 feet having a chord bearing and distance of South 10 degrees 55 minutes 48 seconds East 296.24 feet; thence South 21 degrees 29 minutes 14 seconds East 348.14 feet; thence along a 6.8231 degree curve to the left 199.76 feet having a chord bearing and distance of South 28 degrees 18 minutes 09 seconds East 199.29 feet; thence South 35 degrees 07 minutes 04 seconds East 186.12 feet; thence along a 13.3772 degree curve to the right 244.42 feet having a chord bearing and distance of South 18 degrees 46 minutes 10 seconds East 241.12 feet; thence South 02 degrees 25 minutes 14 seconds East 637.67 feet; thence along a 3.1994 degree curve to the right 129.42 feet having a chord bearing and distance of South 00 degrees 21 minutes 30 seconds East 129.42 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 1208.30 feet; thence North 00 degrees 29 minutes 48 seconds East 2111.47 feet to a point which is on the East right of way of the Union Pacific Railway; thence continuing along said right of way line North 13 degrees 11 minutes 11 seconds West 546.64 feet to a point which is on the North line of said Section 32; thence continuing along said line North 88 degrees 29 minutes 19 seconds East 129.39 feet to a point which is described as the Northwest corner of the Northeast 1/4 of said Section 32; thence South 89 degrees 27 minutes 53 seconds East 580.95 feet to the point of beginning containing 57.193 acres more or less.

Less and except:

The Union Pacific Railway right-of-way more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 1330.06 feet to a point which is the Northwest corner of the Northeast 1/4, of Section 32, thence South 00 degrees 29 minutes 48 seconds West 535.66 feet to a point which is on the East right of way of the Union Pacific Railway also described as the point of beginning; thence continuing along said right of way South 13 degrees 11 minutes 11 seconds East 2177.27 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 103.13 feet to a point which is on the West right of way of the Union Pacific Railway; thence continuing along said right of way North 13 degrees 11 minutes 11 seconds West 1741.36 feet to a point which is on the Center boundary line of Section 32; thence continuing along said boundary line North 00 degrees 29 minutes 48 seconds East 422.73 feet to the point of beginning containing 4.498 acres more or less; the total acreage less the exception being 52.695 acres more or less.

Schedule 2.1(c)

Easements

1. All easements necessary for the approximately 5.5 mile 12 inch diameter natural gas pipeline connecting the Facility and the NGPL pipeline, including the following:

No.	Landowner	County Instrument No.
1.	John B., Geraldine, & Sharon Morgan – Morgan Farms	2003004883
2.	Arkansas Department of Corrections by Ray Lewis (amended)	2002183301
3.	Jack Lamar Tyler	2003004888
4.	Harold & Betty Ruth Thomas	2003004874
5.	Albert Juniel, Jr. et. al.	2003004887
6.	Rickey and Sheri Lynn Thomas	2003004873
7.	Donna M. & Tracey K. Bemis	2003004885
8.	Marvin R. Lewis	2003004882
9.	Randy Thomas	2003004871
10.	Catherine, Agnes, & Houston W. Holliday – Holliday Estate	2003004879
11.	Everett & Mildred Summerville, M. & L. Moore – Holliday Estate	2003004890
12.	Assignment and Assumption Agreement For Certain Gas Pipeline Rights of Way between Kinder Morgan Arkansas, LLC and WPF dated September 28, 2000	2001040045
13.	Partial Assignment of Easements between Natural Gas Pipeline Company of America and WPF dated May 2, 2001	2001041554

2. The Substation Easement Agreement between WPF and Entergy Arkansas, Inc. (Inst. No. 2002122712) covering approximately 0.795 acres; and the Substation Easement Agreement among Entergy Arkansas, Inc., WPF and the County (Inst. No. 2002122710) covering approximately 9.982 acres including sewer force main and related easements.

3. Six (6) water discharge easements and the related water discharge lines including the following:

No.	Landowner	County Instrument No.
1.	Dewana May, et al.	2002131209
2.	Dorothy Barry	2002131210
3.	G.E. Linn Estate	2002131211
4.	Keith, Mark & Johnny Simmons	2002131212
5.	Victor R. Borecky	2002131213
6.	John B. Morgan	2002149130

4. Any other easements owned or controlled by any of the Sellers including the following easements from the NGPL pipeline to the Texas Eastern pipeline:

No.	Landowner	County Instrument No.
1.	Harold & Betty Ruth Thomas	2003004874
2.	Rickey & Sheri Lynn Thomas	2003004873
3.	Connie Lee Gibson Files	2000074125
4.	Connie Lee Gibson Files & Mary E. Gibson	2000074124
5.	Connie Lee Gibson Files & Mary E. Gibson	2000074123
6.	Estate of Lydia Poe, Mid-Michigan Guardianship Services	2000076653
7.	Meredith B. Stewart	2000074121
8.	Vernon & Becky Johnson	2000074122
9.	Mary L. Ratcliffe	2001005868
10.	William Adams Ratcliffe III	2001005869
11.	George Gibson Estate (Gibson, Gibson, and Willingham)	2000074117
12.	Wanda Roswell	2000074120
13.	Allen Wayne Gibson and Ellis Lynn Gibson	2000074118
14.	Minnesota Mining & Manufacturing Company	2001023896
15.	McGeorge Contracting Co. Inc. (gas line easement)	2001005866
16.	McGeorge Contracting Co. Inc. (surface easement)	2001005867
17.	Assignment and Assumption Agreement For Certain Gas Pipeline Rights of Way between Kinder Morgan Arkansas, LLC and WPF dated April 26, 2001	2005004968

Schedule 2.1(d)

Assumed Contracts

1. Water Purchase Contract between WPF and Little Rock Municipal Water Works, dated June 29, 2001.

2. Pipeline Services Agreement between WPF and Reliant Energy Pipeline Services, Inc. dated October 1, 2001.

3. Gas Interconnection Agreement between WPF and Natural Gas Pipeline Company of America, dated April 30, 2001, as amended by the First Amendment to Gas Interconnection Agreement between WPF and Natural Gas Pipeline Company of America, dated November 1, 2001.

4. License Agreement between WPF and Natural Gas Pipeline Company of America, dated May 2, 2001.

Schedule 2.1(e)

Assigned Permits

1. Title V Air Permit dated April 7, 2004.

2. Storm Water Discharge Permit dated March 26, 2004.

3. NPDES Wastewater Permit dated January 31, 2002.

Schedule 4.6

Violations of Law

None.

Exhibit A to Asset Purchase and Sale Agreement

"Assignment and Assumption Agreement"

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment"), is made and entered into this ___ day of _____, 2005, by and among Wrightsville Power Facility, L.L.C., Wrightsville Development Funding, L.L.C., Mirant Wrightsville Management, Inc. and Mirant Wrightsville Investments, Inc., as debtors and as debtors-in-possession (collectively, "Assignors") and Arkansas Electric Cooperative Corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of February ___, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignors agreed, among other things, to assign and transfer the Assumed Contracts and the Assigned Permits (as defined below) to Assignee and Assignee agreed, among other things, to accept such assignment and transfer; and

WHEREAS, in connection with the consummation of the transactions described in the Agreement, Assignors now desire to assign and transfer all of their respective interests in the Assumed Contracts and Assigned Permits to Assignee and Assignee desires to accept such assignment and transfer;

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and in the Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign and convey unto Assignee all of their respective rights, title, and interest in and to the contracts and permits described in Exhibit A attached hereto and incorporated herein by reference (respectively, the "Assumed Contracts" and "Assigned Permits"), and Assignee hereby accepts such assignment and transfer.

2. Assumption of Liabilities. Assignee hereby assumes sole responsibility to faithfully and punctually pay, satisfy, perform and discharge all of the Assumed Liabilities (as defined in the Agreement) arising, or related to any period, on or after the Closing on the date hereof which any Assignor is otherwise bound to pay, satisfy, perform, or discharge under or pursuant to any Assumed Contract or Assigned Permit.

3. General.

3.1 Governing Law and Jurisdiction. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY OF ASSIGNORS OR THEIR AFFILIATES (AS DEFINED IN THE AGREEMENT), THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE

(AS DEFINED IN THE AGREEMENT) AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ARKANSAS. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY OF ASSIGNORS OR THEIR AFFILIATES (AS DEFINED IN THE AGREEMENT), ASSIGNEE AND ASSIGNORS FURTHER AGREE THAT THE BANKRUPTCY COURT (AS DEFINED IN THE AGREEMENT) SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT; AND/OR (B) THE ASSUMED CONTRACTS OR ASSIGNED PERMITS, AND ASSIGNEE AND ASSIGNORS EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN ARKANSAS SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND ASSIGNEE AND ASSIGNORS HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

3.2 Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing contained herein, express or implied, is intended to confer on any person or entity other than the parties or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3.3 No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties and no provision of this Assignment shall be deemed to confer upon any third parties any rights, remedies, claims, or causes of action.

3.4 Waiver, Interpretation. No waiver of any provision of this Assignment, or of a breach hereof, shall be effective unless it is in writing, signed by the party waiving the provision, or the breach hereof. No waiver of a breach of this Assignment (whether express or implied) shall constitute a waiver of a subsequent breach hereof. This Assignment may only be amended by a written document signed by all of the parties. All of the parties have reviewed, and have had an opportunity for comment upon, this Assignment. Any rule or principle of contractual construction that would otherwise require any aspect of this Assignment to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof.

3.5 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Assignment, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

3.6 Further Assistance. Upon the reasonable request of the another party, each party agrees to take any and all Commercially Reasonable Efforts (as defined in the Agreement), including, without limitation, the execution of instruments, necessary or appropriate to give effect to the terms and conditions of this Assignment.

3.7 Relationship. This Assignment does not create and shall not be deemed to create a partnership, company, joint venture or any other entity or similar legal relationship between or among any of the parties. No party is nor shall it act as or be deemed to be the agent or representative of any other party by virtue of this Assignment. No party shall have the authority or right or hold itself out as having the authority or right to enter into any contract or assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of any other party or otherwise bind any other party without the express prior written consent of such other party.

4. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR HEREIN, ASSIGNORS HEREBY SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF ANY OF THE ASSUMED CONTRACTS OR ASSIGNED PERMITS AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY ELECT TO CONDUCT PURSUANT THERETO, AND (ii) THE COMPLIANCE OF THE ASSUMED CONTRACTS OR ASSIGNED PERMITS OR THEIR OPERATION WITH ANY APPLICABLE LAWS.

ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT, ASSIGNORS HAVE NOT MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO ANY ASSUMED CONTRACT OR ASSIGNED PERMIT (INCLUDING REVENUE OR INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION THEREWITH), THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY ASSUMED CONTRACT OR ASSIGNED PERMIT, OR ANY OTHER MATTER OR THING RELATING TO ANY ASSUMED CONTRACT OR ASSIGNED PERMIT. WITHOUT IN ANY WAY LIMITING THE FOREGOING, ASSIGNORS HEREBY DISCLAIM ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY ASSUMED CONTRACT OR ASSIGNED PERMIT. ASSIGNEE HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT, ASSIGNORS FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO ASSIGNEE AND ITS REPRESENTATIVES. ASSIGNEE FURTHER ACKNOWLEDGES THAT ASSIGNEE AND ITS REPRESENTATIVES HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE ASSUMED CONTRACTS AND ASSIGNED PERMITS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ASSUMED CONTRACTS OR ASSIGNED PERMITS AS ASSIGNEE AND ITS REPRESENTATIVES

DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ASSUMPTION OF THE ASSUMED CONTRACTS AND ASSIGNED PERMITS, ASSIGNEE IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, ASSIGNEE ACKNOWLEDGES AND AGREES THAT AT CLOSING IT WILL ASSUME THE ASSUMED CONTRACTS AND ASSIGNED PERMITS "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

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IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By_____
Gary C. Voigt
President/CEO

ASSIGNORS

WRIGHTSVILLE POWER FACILITY, L.L.C.

By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name:_____
Title:_____

MIRANT WRIGHTSVILLE MANAGEMENT, INC.

By_____
Name:_____
Title:_____

MIRANT WRIGHTSVILLE INVESTMENT, INC.

By_____
Name:_____
Title:_____

WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.
By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name:_____
Title:_____

EXHIBIT A

Assumed Contracts:

1. Water Purchase Contract between WPF and Little Rock Municipal Water Works, dated June 29, 2001.

2. Pipeline Services Agreement between WPF and Reliant Energy Pipeline Services, Inc. dated October 1, 2001.

3. Gas Interconnection Agreement between WPF and Natural Gas Pipeline Company of America, dated April 30, 2001, as amended by the First Amendment to Gas Interconnection Agreement between WPF and Natural Gas Pipeline Company of America, dated November 1, 2001.

4. License Agreement between WPF and Natural Gas Pipeline Company of America, dated May 2, 2001.

Assigned Permits:

1. Title V Air Permit dated April 7, 2004.

2. Storm Water Discharge Permit dated March 26, 2004.

3. NPDES Wastewater Permit dated January 31, 2002.

Exhibit B to Asset Purchase and Sale Agreement

"Bid Procedures"

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See Exhibit B to Sale Motion

Exhibit C to Asset Purchase and Sale Agreement

"Bid Procedures Order"

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See Exhibit B to Sale Motion

Exhibit D to Asset Purchase and Sale Agreement

"Easements Assignment and Assumption Agreement"

This Instrument prepared by:
Brian Rosenthal
Rose Law Firm,
a Professional Association
120 East Fourth Street
Little Rock, AR 72201
501-375-9131

EASEMENTS ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS EASEMENTS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment"), is made and entered into this ___ day of _____, 2005, by and among Wrightsville Power Facility, L.L.C., Wrightsville Development Funding, L.L.C., Mirant Wrightsville Management, Inc., and Mirant Wrightsville Investments, Inc., as debtors and as debtors-in-possession (collectively, "Assignors") and Arkansas Electric Cooperative Corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase and Sale Agreement dated as of February ___, 2005 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignors agreed, among other things, to assign and transfer certain right-of-way agreements as set forth on Exhibit A (the "Subject Agreements") to Assignee and Assignee agreed, among other things, to accept such assignment and transfer; and

WHEREAS, in connection with the consummation of the transactions described in the Agreement, Assignors now desire to assign and transfer all of their respective interests in the Subject Agreements to Assignee and Assignee desires to accept such assignment and transfer;

NOW, THEREFORE, in consideration of the above premises, the mutual covenants and agreements stated herein and in the Agreement, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors hereby assign and convey unto Assignee all of their respective rights, title, and interest in and to the Subject Agreements described in Exhibit A attached hereto and incorporated herein by reference, and Assignee hereby accepts such assignment and transfer.

2. Assumption of Liabilities. Assignee hereby assumes sole responsibility to faithfully and punctually pay, satisfy, perform and discharge all of the Assumed Liabilities (as defined in the Agreement) arising, or related to any period, on or after the Closing on the date

hereof which any Assignor is otherwise bound to pay, satisfy, perform, or discharge under or pursuant to any of the Subject Agreements.

3. General.

3.1 Governing Law and Jurisdiction. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY OF ASSIGNORS OR THEIR AFFILIATES (AS DEFINED IN THE AGREEMENT), THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE (AS DEFINED IN THE AGREEMENT) AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ARKANSAS. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY OF ASSIGNORS OR THEIR AFFILIATES (AS DEFINED IN THE AGREEMENT), ASSIGNEE AND ASSIGNORS FURTHER AGREE THAT THE BANKRUPTCY COURT (AS DEFINED IN THE AGREEMENT) SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO (A) THE INTERPRETATION AND ENFORCEMENT OF THIS ASSIGNMENT; AND/OR (B) THE SUBJECT AGREEMENTS, AND ASSIGNEE AND ASSIGNORS EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN ARKANSAS SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND ASSIGNEE AND ASSIGNORS HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

3.2 Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Nothing contained herein, express or implied, is intended to confer on any person or entity other than the parties or their successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Assignment.

3.3 No Third Party Beneficiaries. This Assignment is solely for the benefit of the parties and no provision of this Assignment shall be deemed to confer upon any third parties any rights, remedies, claims, or causes of action.

3.4 Waiver, Interpretation. No waiver of any provision of this Assignment, or of a breach hereof, shall be effective unless it is in writing, signed by the party waiving the provision, or the breach hereof. No waiver of a breach of this Assignment (whether express or implied) shall constitute a waiver of a subsequent breach hereof. This Assignment may only be amended by a written document signed by all of the parties. All of the parties have reviewed, and have had an opportunity for comment upon, this Assignment. Any rule or principle of contractual construction that would otherwise require any aspect of this Assignment to be interpreted against the party primarily responsible for its drafting shall not be employed in the interpretation hereof.

3.5 Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Any signature page of any such counterpart, or any electronic facsimile thereof, may

be attached or appended to any other counterpart to complete a fully executed counterpart of this Assignment, and any facsimile transmission of any signature of a party shall be deemed an original and shall bind such party.

3.6 Further Assistance. Upon the reasonable request of the another party, each party agrees to take any and all Commercially Reasonable Efforts (as defined in the Agreement), including, without limitation, the execution of instruments, necessary or appropriate to give effect to the terms and conditions of this Assignment.

3.7 Relationship. This Assignment does not create and shall not be deemed to create a partnership, company, joint venture or any other entity or similar legal relationship between or among any of the parties. No party is nor shall it act as or be deemed to be the agent or representative of any other party by virtue of this Assignment. No party shall have the authority or right or hold itself out as having the authority or right to enter into any contract or assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of any other party or otherwise bind any other party without the express prior written consent of such other party.

4. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR HEREIN, ASSIGNORS HEREBY SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF ANY OF THE SUBJECT AGREEMENTS AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH ASSIGNEE MAY ELECT TO CONDUCT THEREON, AND (ii) THE COMPLIANCE OF THE SUBJECT AGREEMENTS OR THEIR OPERATION WITH ANY APPLICABLE LAWS.

ASSIGNEE HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT OR HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT, ASSIGNORS HAVE NOT MADE AND MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO ANY OF THE SUBJECT AGREEMENTS (INCLUDING REVENUE OR INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE SUBJECT AGREEMENTS, OR THE PHYSICAL CONDITION OF ANY REAL OR PERSONAL PROPERTY COMPRISING A PART OF THE SUBJECT AGREEMENTS (OR ANY PORTION THEREOF)), THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE SUBJECT AGREEMENTS, OR ANY OTHER MATTER OR THING RELATING TO THE SUBJECT AGREEMENTS (OR ANY PORTION THEREOF). WITHOUT IN ANY WAY LIMITING THE FOREGOING, ASSIGNORS HEREBY DISCLAIM ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY

PORTION OF THE SUBJECT AGREEMENTS. ASSIGNEE HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE AGREEMENT, ASSIGNORS FURTHER MAKE NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO ASSIGNEE AND ITS REPRESENTATIVES. ASSIGNEE FURTHER ACKNOWLEDGES THAT ASSIGNEE AND ITS REPRESENTATIVES HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL PORTIONS OF THE SUBJECT AGREEMENTS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE SUBJECT AGREEMENTS AS ASSIGNEE AND ITS REPRESENTATIVES DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ASSUMPTION OF THE SUBJECT AGREEMENTS, ASSIGNEE IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, ASSIGNEE ACKNOWLEDGES AND AGREES THAT AT CLOSING IT WILL ASSUME THE SUBJECT AGREEMENTS "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date first above written.

ASSIGNEE

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By_____
Gary C. Voigt
President/CEO

ASSIGNORS

WRIGHTSVILLE POWER FACILITY, L.L.C.

By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name:_____
Title:_____

MIRANT WRIGHTSVILLE MANAGEMENT, INC.

By_____
Name:_____
Title:_____

MIRANT WRIGHTSVILLE INVESTMENT, INC.

By_____
Name:_____
Title:_____

WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.
By: Mirant Wrightsville Management, Inc., its Manager

By_____
Name:_____
Title:_____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____ 200__, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that he/she was the _____of MIRANT WRIGHTSVILLE MANAGEMENT, INC., the Manager of WRIGHTSVILLE POWER FACILITY, L.L.C., and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____ 200__, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that he/she was the _____of MIRANT WRIGHTSVILLE MANAGEMENT, INC. and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____ 200__, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that he/she was the _____of MIRANT WRIGHTSVILLE INVESTMENT, INC., and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission Expires:

_____

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____ 200__, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me personally well known, who stated that he/she was the _____of Mirant Wrightsville Management, Inc., Manager of WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C., and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said limited liability company, and further stated and acknowledged that he/she had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission Expires:

ACKNOWLEDGMENT

STATE OF _____)
)
COUNTY OF_____)

On this _____ day of _____ 200__, before me, _____, a Notary Public, (or before any officer within this State or without the State now qualified under existing law to take acknowledgments), duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Gary C. Voigt, to me personally well known, who stated that he was the President/CEO of ARKANSAS ELECTRIC COOPERATIVE CORPORATION, and was duly authorized in this capacity to execute the foregoing instrument for and in the name and behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 200__.

_____
Notary Public

My Commission Expires:

_____

EXHIBIT A

Easement Descriptions

1. All easements necessary for the approximately 5.5 mile 12 inch diameter natural gas pipeline connecting the Facility and the NGPL pipeline, as follows:

No.	Landowner	County Instrument No.
1.	John B., Geraldine, & Sharon Morgan – Morgan Farms	2003004883
2.	Arkansas Department of Corrections by Ray Lewis (amended)	2002183301
3.	Jack Lamar Tyler	2003004888
4.	Harold & Betty Ruth Thomas	2003004874
5.	Albert Juniel, Jr. et. al.	2003004887
6.	Rickey and Sheri Lynn Thomas	2003004873
7.	Donna M. & Tracey K. Bemis	2003004885
8.	Marvin R. Lewis	2003004882
9.	Randy Thomas	2003004871
10.	Catherine, Agnes, & Houston W. Holliday – Holliday Estate	2003004879
11.	Everett & Mildred Summerville, M. & L. Moore – Holliday Estate	2003004890
12.	Assignment and Assumption Agreement For Certain Gas Pipeline Rights of Way between Kinder Morgan Arkansas, LLC and WPF dated September 28, 2000	2001040045
13.	Partial Assignment of Easements between Natural Gas Pipeline Company of America and WPF dated May 2, 2001	2001041554

2. The Substation Easement Agreement between WPF and Entergy Arkansas Inc. (Inst. No. 2002122712) covering approximately 0.795 acres; and the Substation Easement Agreement among Entergy Arkansas, Inc., WPF and the County (Inst. No. 2002122710) covering approximately 9.982 acres including sewer force main and related easements.

3. Six (6) water discharge easements and the related water discharge lines as follows:

EXHIBIT A (continued)

No.	Landowner	County Instrument No.
1.	Dewana May, et al.	2002131209
2.	Dorothy Barry	2002131210
3.	G.E. Linn Estate	2002131211
4.	Keith, Mark & Johnny Simmons	2002131212
5.	Victor R. Borecky	2002131213
6.	John B. Morgan	2002149130

4. Other easements owned or controlled by the Assignor from the NGPL pipeline to the Texas Eastern pipeline:

No.	Landowner	County Instrument No.
1.	Harold & Betty Ruth Thomas	2003004874
2.	Rickey & Sheri Lynn Thomas	2003004873
3.	Connie Lee Gibson Files	2000074125
4.	Connie Lee Gibson Files & Mary E. Gibson	2000074124
5.	Connie Lee Gibson Files & Mary E. Gibson	2000074123
6.	Estate of Lydia Poe, Mid-Michigan Guardianship Services	2000076653
7.	Meredith B. Stewart	2000074121
8.	Vernon & Becky Johnson	2000074122
9.	Mary L. Ratcliffe	2001005868
10.	William Adams Ratcliffe III	2001005869
11.	George Gibson Estate (Gibson, Gibson, and Willingham)	2000074117
12.	Wanda Roswell	2000074120
13.	Allen Wayne Gibson and Ellis Lynn Gibson	2000074118
14.	Minnesota Mining & Manufacturing Company	2001023896
15.	McGeorge Contracting Co. Inc. (gas line easement)	2001005866

EXHIBIT A (continued)

16.	McGeorge Contracting Co. Inc. (surface easement)	2001005867
17.	Assignment and Assumption Agreement For Certain Gas Pipeline Rights of Way between Kinder Morgan Arkansas, LLC and WPF dated April 26, 2001	2005004968

Exhibit E-1 to Asset Purchase and Sale Agreement

"Bill of Sale and Assignment and Assumption Agreement"

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Bill of Sale"), dated as of _____ _____, 2005, is made and delivered by WRIGHTSVILLE POWER FACILITY, L.L.C.; as Debtor and as Debtor in Possession ("Seller"), to ARKANSAS ELECTRIC COOPERATIVE CORPORATION ("Purchaser").

RECITALS:

Pursuant to the Asset Purchase and Sale Agreement, dated as of February ___, 2005 ("Asset Purchase Agreement"), by and among Purchaser, Seller, Wrightsville Development Funding, L.L.C. ("WDF"), Mirant Wrightsville Management, Inc. ("Management Member"), Mirant Wrightsville Investment, Inc. ("Investment Member") and with Seller, WDF and Management Member, each as debtors and debtors-in-possession (each, a "Wrightsville Party"), Seller has agreed to sell, convey, assign, transfer, and deliver (collectively, "transfer") to Purchaser, and Purchaser has agreed to purchase, all of Seller's right, title and interest in and to the Acquired Assets (as defined below). Unless otherwise defined herein, capitalized terms shall have meaning given such terms in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Effective as of the effective time provided below, Seller transfers to Purchaser, and Purchaser accepts from Seller, all of Seller's right, title and interest in and to the property described in Exhibit A, attached hereto and incorporated herein by this reference (all of the assets that are being transferred and delivered to Purchaser hereunder are referred to herein as the "Acquired Assets").

2. Assumption of Liabilities. Purchaser hereby assumes sole responsibility to faithfully and punctually pay, satisfy, perform and discharge all Assumed Liabilities arising out of the ownership or operation of the Acquired Assets and accruing after the Closing on the Closing Date and related to any period after the Closing, including (i) all Liabilities and obligations arising or accruing after the Closing on the Closing Date under the Assumed Contracts, (ii) any obligation to decommission, deactivate, demolish, or close any Acquired Asset, or portion thereof, or to restore any real property included in the Acquired Assets to its natural state, (iii) all Liabilities and obligations to comply with the Assigned Permits, and (iv) all Liabilities in respect of real and personal property Taxes for all periods after the Closing; provided, however, notwithstanding the foregoing, Assumed Liabilities shall not include any Taxes for real or personal property for any period prior to January 1, 2006.

3. Effective Time. The transfer of the Acquired Assets pursuant to this Bill of Sale shall be effective as of the Closing on _____ _____, 2005.

4. Miscellaneous.

a. This Bill of Sale may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

b. The terms hereof may not be amended or modified except in a writing executed by Seller and Purchaser.

c. The terms hereof shall bind and inure to the benefit of and be enforceable by the parties executing (or deemed to have consented to) this Bill of Sale and their respective successors and assigns.

5. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE ASSET PURCHASE AGREEMENT AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ASSET PURCHASE AGREEMENT OR HEREIN, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF ANY OF THE ACQUIRED ASSETS AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND (ii) THE COMPLIANCE OF THE ACQUIRED ASSETS OR THEIR OPERATION WITH ANY APPLICABLE LAWS.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE ASSET PURCHASE AGREEMENT OR HEREIN, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE ASSET PURCHASE AGREEMENT, SELLER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO ANY ACQUIRED ASSET (INCLUDING REVENUE OR INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, OR THE PHYSICAL CONDITION OF ANY REAL OR PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF)), THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ACQUIRED ASSETS, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS (OR ANY PORTION THEREOF). WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. PURCHASER HEREBY ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN ARTICLE IV OF THE ASSET PURCHASE AGREEMENT, SELLER FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER AND ITS

REPRESENTATIVES HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL PORTIONS OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER AND ITS REPRESENTATIVES DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER ACKNOWLEDGES AND AGREES THAT AT CLOSING IT WILL PURCHASE THE ACQUIRED ASSETS "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

6. Governing Law and Jurisdiction.

AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY WRIGHTSVILLE PARTY OR THEIR AFFILIATES (AS DEFINED IN THE ASSET PURCHASE AGREEMENT), THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ARKANSAS. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY WRIGHTSVILLE PARTY OR THEIR AFFILIATES (AS DEFINED IN THE ASSET PURCHASE AGREEMENT), PURCHASER AND SELLER FURTHER AGREE THAT THE BANKRUPTCY COURT (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO THE INTERPRETATION AND ENFORCEMENT OF THIS BILL OF SALE, AND PURCHASER AND SELLER EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN ARKANSAS SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND PURCHASER AND SELLER HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:

WRIGHTSVILLE POWER FACILITY, L.L.C.
By: Mirant Wrightsville Management, Inc.,
its Manager

By: _____

Name: _____

Title: _____

PURCHASER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Gary C. Voigt
President/CEO

EXHIBIT A

Acquired Assets**

The main structure, which consists of one large building divided into three main sections. The central section contains two steam turbine generators, control room, electrical equipment rooms, chemical feed area, condensers, chillers and a 40-ton overhead crane with a 5-ton auxiliary hoist.

A pre-fabricated combination administration/warehouse building is provided near the Facility entrance. Within the warehouse portion there is a mezzanine level above the shop areas for additional storage. The site also has a second pre-fabricated warehouse building of approximately 8,800 square feet. The administration building has a paved parking area with 18 marked spaces for vehicles. The control room has 6 paved parking spaces.

A separate pre-fabricated metal building currently houses the water treatment equipment and circulating water pumps. The water treatment equipment being leased from US Filter/Ionpure, Inc. is not being acquired.

LISTING OF PLANT EQUIPMENT:

- Six (6) single fuel, natural gas-fired GE LM-6000PC SPRINT combustion turbine generators nominally rated at 47 MW at 60°F. The air inlet systems consist of an inlet screen, a heating/cooling heat exchanger coil, followed by a pre-filter and a barrier filter. Each Combustion Turbine ("CT") has an on-line and soak wash compressor wash system consisting of a reservoir, pumps and piping mounted on an auxiliary skid. Weatherproof enclosures house the CTs and generators in separate compartments. Each GE generator is air cooled with brushless exciters – nameplate 71,176 kVA, 13.8 kV, 0.85 PF.

- An LM-6000 inlet air cooling system consisting of five (5) 1,920 ton mechanical chillers designed to provide 1,600 tons of chilling capacity to each LM-6000 compressor inlet.

- An LM-6000 inlet air heating system consisting of a steam heated glycol heat exchanger, two (2) glycol circulation pumps, a glycol expansion tank and a 20,000-gallon glycol storage tank.

- One (1) single fuel natural gas-fired GE Frame 7EA combustion turbine equipped with dry low NOx combustors nominally rated at 82 MW at 60°F. The generator is a GE TEWAC with brushless excitation – nameplate 88 MVA, 13.8 kV, 0.9 PF. A GE supplied Compressor Wash skid.

- Seven (7) Deltak bottom-supported, natural circulation, dual pressure HRSGs with supplemental firing designed to support steam turbine load control with sliding pressure for high pressure ("HP") main steam above 650 psig.

- Two (2) identical GE axial exhaust condensing steam turbine generators, each rated at 105.2 MW at 4.99" Hg absolute. Each unit has a GE Mark V SPEEDTRONIC control system. Each generator is a GE TEWAC with brushless excitation, nameplate rated at 118.5 MVA, 13.8 kV, 0.9 PF.

- A condensate system consisting of two (2) Alstom single shell, axial steam entrance, two pass condensers and two (2) 50% capacity condensate pumps per condenser. Each condenser also has a hogging ejector, twin element-two stage steam jet air ejector and I&A condenser.

- A circulating water system consisting of a single Psychometrics eight (8) cell induced draft, counter-flow cooling tower, three (3) 33% capacity vertical circulating water pumps. Little Rock city water is used for make up under an existing contract which provides for adequate water supply.

- A dual pressure feedwater system consisting of one (1) deaerator ("DA") and storage tank, three (3) motor driven boiler feed pumps (two with direct drive, one with a variable frequency drive) each rated at 2610gpm @ 288 F, 3075 ft TDH. The low pressure ("LP") feedwater is taken from an inter-stage connection on each of the pumps.

- Water storage and transfer equipment consisting of one (1) 300,000 gallon raw water tank, two (2) 100% capacity (1702 gpm) raw water pumps, one (1) 250,000 gallon demineralized water tank and two (2) 700 gpm demineralized water pumps.

- An auxiliary cooling water system consisting of a two (2) cell induced draft, counter-flow cooling tower and two (2) 50% capacity pumps. The water from this system cools the five (5) chillers as well as the closed cooling water heat exchangers.

- A closed cooling water system consisting of two (2) 100% capacity heat exchangers, two (2) 100% capacity pumps and a head tank.

- A natural gas supply system from an on site metering and regulation station. The system includes a fuel heater for the supply to the 7EA utilizing low pressure feedwater to maintain 80°F gas temperature. Pipeline delivery pressure is 710 psig.

- A 12 inch diameter Natural Gas Pipeline approximately 5.5 miles in length interconnecting the NGPL pipeline to the Facility. System includes (1) Pig Receiver, (1) Liquid Separator and Tank, (2) Coalescing Filters, and (1) Fuel Heater supplying the CTs.

- An electrical switchyard which includes three (3) 13.2-500 kV main step-up transformers, two (2) auxiliary transformers and associated breakers, switches, structures and a dead end tower interfacing with the Entergy 500 kV system.

- Chemical feed systems as follows:

  - Circulating water chemical feed

    - Acid feed
    - Bleach feed
    - Dispersant feed
    - Corrosion inhibitor feed

  - Feedwater chemical feed

    - Amine feed
    - Oxygen scavenging feed

  - HRSG chemical feed

    - Phosphate/caustic feed

- Plant air system consisting of three (3) 50% capacity air compressors, one (1) air receiver, one (1) instrument air dryer and one (1) instrument air receiver.

- One (1) 900 kW diesel generator with auto start (not capable of providing black start).

- A plant fire protection system consisting of an underground loop, one (1) 2000 gpm diesel drive fire pump, one (1) 2000 gpm motor driven fire pump and one (1) 35 gpm motor drive jockey pump. The combustion turbine generator enclosures are equipped with CO2 fire suppression systems.

- Process and waste water drains system consisting of an oily water separator, collection sump and pumps, a clay-lined waste water retention pond with pumps and flow monitoring equipment.

- Inventories of materials, supplies, spare parts, tools and equipment for use in operation and maintenance of the Facility in substantially the same quantities as listed in the June 28, 2004 e-mail from Jonathan Sacks of Mirant to Ricky Bittle of Purchaser, excluding the Hyster H80XM, 8,000 lb capacity, LPG fuel forklift.

- ** The descriptions provided herein do not and are not intended to expand any warranty or representation beyond Section 5 of this Bill of Sale.

Exhibit E-2 to Asset Purchase and Sale Agreement

"Bill of Sale and Assignment"

BILL OF SALE AND ASSIGNMENT

THIS BILL OF SALE AND ASSIGNMENT (this "Bill of Sale"), dated as of _____ ____, 2005, is made and delivered by PULASKI COUNTY, ARKANSAS ("Seller"), to ARKANSAS ELECTRIC COOPERATIVE CORPORATION ("Purchaser").

RECITALS:

Seller has agreed to sell, convey, assign, transfer, and deliver (collectively, "transfer") to Purchaser all of Seller's right, title and interest in and to the Acquired Assets (as defined below). Unless otherwise defined herein, capitalized terms shall have meaning given such terms in the Asset Purchase and Sale Agreement, dated as of February ___, 2005 ("Asset Purchase Agreement"), by and among Purchaser, Wrightsville Power Facility, L.L.C. ("WPF"), Wrightsville Development Funding, L.L.C. ("WDF"), Mirant Wrightsville Management, Inc. ("Management Member"), Mirant Wrightsville Investment, Inc. ("Investment Member") and with WPF, WDF and Management Member, each as debtors and debtors-in-possession (each, a "Wrightsville Party").

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Transfer. Effective as of the effective time provided below, Seller transfers to Purchaser, and Purchaser accepts from Seller, all of Seller's right, title and interest in and to the property described in Exhibit A, attached hereto and incorporated herein by this reference (all of the assets that are being transferred and delivered to Purchaser hereunder are referred to herein as the "Acquired Assets").

2. Effective Time. The transfer of the Acquired Assets pursuant to this Bill of Sale shall be effective as of the Closing on _____, 2005.

3. Miscellaneous.

a. This Bill of Sale may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument.

b. The terms hereof may not be amended or modified except in a writing executed by Seller and Purchaser.

c. The terms hereof shall bind and inure to the benefit of and be enforceable by the parties executing this Bill of Sale and their respective successors and assigns.

4. Disclaimers.

EXCEPT AS EXPRESSLY SET FORTH IN THIS BILL OF SALE AND NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SELLER HEREBY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE AND CONDITION OF ANY OF THE ACQUIRED ASSETS AND THE SUITABILITY THEREOF FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY ELECT TO CONDUCT THEREON, AND (ii) THE COMPLIANCE OF THE ACQUIRED ASSETS OR THEIR OPERATION WITH ANY APPLICABLE LAWS.

PURCHASER HEREBY ACKNOWLEDGES AND AGREES THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SELLER HAS NOT MADE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATTER RELATING TO ANY ACQUIRED ASSET (INCLUDING REVENUE OR INCOME TO BE DERIVED OR EXPENSES TO BE INCURRED IN CONNECTION WITH THE ACQUIRED ASSETS, OR THE PHYSICAL CONDITION OF ANY REAL OR PERSONAL PROPERTY COMPRISING A PART OF THE ACQUIRED ASSETS (OR ANY PORTION THEREOF)), THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE ACQUIRED ASSETS, OR ANY OTHER MATTER OR THING RELATING TO THE ACQUIRED ASSETS (OR ANY PORTION THEREOF). WITHOUT IN ANY WAY LIMITING THE FOREGOING, SELLER HEREBY DISCLAIMS ANY WARRANTY (EXPRESS OR IMPLIED) OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AS TO ANY PORTION OF THE ACQUIRED ASSETS. PURCHASER HEREBY ACKNOWLEDGES THAT SELLER FURTHER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED OR MADE AVAILABLE TO PURCHASER AND ITS REPRESENTATIVES. PURCHASER FURTHER ACKNOWLEDGES THAT PURCHASER AND ITS REPRESENTATIVES HAVE CONDUCTED AN INDEPENDENT INSPECTION AND INVESTIGATION OF THE PHYSICAL CONDITION OF ALL PORTIONS OF THE ACQUIRED ASSETS AND ALL SUCH OTHER MATTERS RELATING TO OR AFFECTING THE ACQUIRED ASSETS AS PURCHASER AND ITS REPRESENTATIVES DEEMED NECESSARY OR APPROPRIATE AND THAT IN PROCEEDING WITH ITS ACQUISITION OF THE ACQUIRED ASSETS, PURCHASER IS DOING SO BASED SOLELY UPON SUCH INDEPENDENT INSPECTIONS AND INVESTIGATIONS. ACCORDINGLY, PURCHASER ACKNOWLEDGES AND AGREES THAT AT CLOSING IT WILL PURCHASE THE ACQUIRED ASSETS "AS IS," "WHERE IS" AND "WITH ALL FAULTS."

5. Governing Law and Jurisdiction.

AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY WRIGHTSVILLE PARTY, THIS BILL OF SALE SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE BANKRUPTCY CODE (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) AND, TO THE EXTENT NOT INCONSISTENT WITH THE BANKRUPTCY CODE, THE LAWS OF THE STATE OF ARKANSAS. AS TO ANY DISPUTE OR OTHER MATTER INVOLVING ANY

WRIGHTSVILLE PARTY, THE PARTIES FURTHER AGREE THAT THE BANKRUPTCY COURT (AS DEFINED IN THE ASSET PURCHASE AGREEMENT) SHALL HAVE EXCLUSIVE JURISDICTION OVER ALL DISPUTES AND OTHER MATTERS RELATING TO THE INTERPRETATION AND ENFORCEMENT OF THIS BILL OF SALE, AND THE PARTIES EXPRESSLY CONSENT TO AND AGREE NOT TO CONTEST SUCH EXCLUSIVE JURISDICTION; PROVIDED, HOWEVER, THAT IF THE BANKRUPTCY COURT REFUSES TO ACCEPT JURISDICTION OVER ANY SUCH DISPUTE, THEN ANY STATE OR FEDERAL COURT LOCATED IN ARKANSAS SHALL HAVE JURISDICTION OVER SUCH DISPUTE AND THE PARTIES HEREBY CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF SUCH COURT IN ANY SUCH CASE.

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IN WITNESS WHEREOF, the parties have executed this Bill of Sale as of the date first written above.

SELLER:

PULASKI COUNTY, ARKANSAS

By: _____

Name: _____

Title: _____

PURCHASER:

ARKANSAS ELECTRIC COOPERATIVE CORPORATION

By: _____
Gary C. Voigt
President/CEO

EXHIBIT A

Acquired Assets**

The main structure, which consists of one large building divided into three main sections. The central section contains two steam turbine generators, control room, electrical equipment rooms, chemical feed area, condensers, chillers and a 40-ton overhead crane with a 5-ton auxiliary hoist.

A pre-fabricated combination administration/warehouse building is provided near the Facility entrance. Within the warehouse portion there is a mezzanine level above the shop areas for additional storage. The site also has a second pre-fabricated warehouse building of approximately 8,800 square feet. The administration building has a paved parking area with 18 marked spaces for vehicles. The control room has 6 paved parking spaces.

A separate pre-fabricated metal building currently houses the water treatment equipment and circulating water pumps. The water treatment equipment being leased from US Filter/Ionpure, Inc. is not being acquired.

LISTING OF PLANT EQUIPMENT:

- Six (6) single fuel, natural gas-fired GE LM-6000PC SPRINT combustion turbine generators nominally rated at 47 MW at 60°F. The air inlet systems consist of an inlet screen, a heating/cooling heat exchanger coil, followed by a pre-filter and a barrier filter. Each Combustion Turbine ("CT") has an on-line and soak wash compressor wash system consisting of a reservoir, pumps and piping mounted on an auxiliary skid. Weatherproof enclosures house the CTs and generators in separate compartments. Each GE generator is air cooled with brushless exciters – nameplate 71,176 kVA, 13.8 kV, 0.85 PF.

- An LM-6000 inlet air cooling system consisting of five (5) 1,920 ton mechanical chillers designed to provide 1,600 tons of chilling capacity to each LM-6000 compressor inlet.

- An LM-6000 inlet air heating system consisting of a steam heated glycol heat exchanger, two (2) glycol circulation pumps, a glycol expansion tank and a 20,000-gallon glycol storage tank.

- One (1) single fuel natural gas-fired GE Frame 7EA combustion turbine equipped with dry low NOx combustors nominally rated at 82 MW at 60°F. The generator is a GE TEWAC with brushless excitation – nameplate 88 MVA, 13.8 kV, 0.9 PF. A GE supplied Compressor Wash skid.

- Seven (7) Deltak bottom-supported, natural circulation, dual pressure HRSGs with supplemental firing designed to support steam turbine load control with sliding pressure for high pressure ("HP") main steam above 650 psig.

- Two (2) identical GE axial exhaust condensing steam turbine generators, each rated at 105.2 MW at 4.99" Hg absolute. Each unit has a GE Mark V SPEEDTRONIC control system. Each generator is a GE TEWAC with brushless excitation, nameplate rated at 118.5 MVA, 13.8 kV, 0.9 PF.

- A condensate system consisting of two (2) Alstom single shell, axial steam entrance, two pass condensers and two (2) 50% capacity condensate pumps per condenser. Each condenser also has a hogging ejector, twin element-two stage steam jet air ejector and I&A condenser.

- A circulating water system consisting of a single Psychometrics eight (8) cell induced draft, counter-flow cooling tower, three (3) 33% capacity vertical circulating water pumps. Little Rock city water is used for make up under an existing contract which provides for adequate water supply.

- A dual pressure feedwater system consisting of one (1) deaerator ("DA") and storage tank, three (3) motor driven boiler feed pumps (two with direct drive, one with a variable frequency drive) each rated at 2610gpm @ 288 F, 3075 ft TDH. The low pressure ("LP") feedwater is taken from an inter-stage connection on each of the pumps.

- Water storage and transfer equipment consisting of one (1) 300,000 gallon raw water tank, two (2) 100% capacity (1702 gpm) raw water pumps, one (1) 250,000 gallon demineralized water tank and two (2) 700 gpm demineralized water pumps.

- An auxiliary cooling water system consisting of a two (2) cell induced draft, counter-flow cooling tower and two (2) 50% capacity pumps. The water from this system cools the five (5) chillers as well as the closed cooling water heat exchangers.

- A closed cooling water system consisting of two (2) 100% capacity heat exchangers, two (2) 100% capacity pumps and a head tank.

- A natural gas supply system from an on site metering and regulation station. The system includes a fuel heater for the supply to the 7EA utilizing low pressure feedwater to maintain 80°F gas temperature. Pipeline delivery pressure is 710 psig.

- A 12 inch diameter Natural Gas Pipeline approximately 5.5 miles in length interconnecting the NGPL pipeline to the Facility. System includes (1) Pig Receiver, (1) Liquid Separator and Tank, (2) Coalescing Filters, and (1) Fuel Heater supplying the CTs.

- An electrical switchyard which includes three (3) 13.2-500 kV main step-up transformers, two (2) auxiliary transformers and associated breakers, switches, structures and a dead end tower interfacing with the Entergy 500 kV system.

- Chemical feed systems as follows:

  - Circulating water chemical feed

    - Acid feed
    - Bleach feed
    - Dispersant feed
    - Corrosion inhibitor feed

  - Feedwater chemical feed

    - Amine feed
    - Oxygen scavenging feed

  - HRSG chemical feed

    - Phosphate/caustic feed

- Plant air system consisting of three (3) 50% capacity air compressors, one (1) air receiver, one (1) instrument air dryer and one (1) instrument air receiver.

- One (1) 900 kW diesel generator with auto start (not capable of providing black start).

- A plant fire protection system consisting of an underground loop, one (1) 2000 gpm diesel drive fire pump, one (1) 2000 gpm motor driven fire pump and one (1) 35 gpm motor drive jockey pump. The combustion turbine generator enclosures are equipped with CO2 fire suppression systems.

- Process and waste water drains system consisting of an oily water separator, collection sump and pumps, a clay-lined waste water retention pond with pumps and flow monitoring equipment.

- Inventories of materials, supplies, spare parts, tools and equipment for use in operation and maintenance of the Facility in substantially the same quantities as listed in the June 28, 2004 e-mail from Jonathan Sacks of Mirant to Ricky Bittle of Purchaser, excluding the Hyster H80XM, 8,000 lb capacity, LPG fuel forklift.

- ** The descriptions provided herein do not and are not intended to expand any warranty or representation beyond Section 4 of this Bill of Sale.

Exhibit F to Asset Purchase and Sale Agreement

"Sale Order"

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See Exhibit C to Sale Motion

Exhibit G-1 to Asset Purchase and Sale Agreement

"Seller's Quit Claim Deed"

EXHIBIT G-1

THIS INSTRUMENT PREPARED BY AND AFTER RECORDING TO BE RETURNED TO:

ANNE S. PARKER
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, AR 72201-3525
(501) 688-8800

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **WRIGHTSVILLE POWER FACILITY, L.L.C.,** a Delaware limited liability company, **MIRANT WRIGHTSVILLE MANAGEMENT, INC.**, a Delaware corporation, **MIRANT WRIGHTSVILLE INVESTMENT, INC.,** a Delaware corporation and **WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.**, a Delaware limited liability company, GRANTORS, each by its managing member or authorized corporate officer duly authorized hereto by proper resolution of its membership or board of directors, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign and quitclaim unto the said GRANTEE, and unto its successors and assigns forever, all of their right, title, interest and claim in and to the following described lands situated in the County of Pulaski, the State of Arkansas, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns forever, with all appurtenances thereunto belonging.

This Quitclaim Deed shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without regard to conflicts of law principles that would require the application of any other law.

IN WITNESS WHEREOF, the GRANTORS have caused their names to be hereunto affixed this _____ day of _____, 2005.

WRIGHTSVILLE POWER FACILITY, L.L.C.

By: **MIRANT WRIGHTSVILLE MANAGEMENT, INC.,**
its Manager

By: _____

Name: _____

Title: _____

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

_____
[Grantee or Grantee's Agent]

Grantee's Address:_____

_____

825709.5

MIRANT WRIGHTSVILLE MANAGEMENT, INC.

By: _____

Name: _____

Title: _____

MIRANT WRIGHTSVILLE INVESTMENT, INC.

By: _____

Name: _____

Title: _____

WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.

By: MIRANT WRIGHTSVILLE MANAGEMENT, INC.,
its Manager

By: _____

Name: _____

Title: _____

[Second Signature page to Quitclaim Deed]

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of **MIRANT WRIGHTSVILLE MANAGEMENT, INC.**, a Delaware corporation, the Manager of **WRIGHTSVILLE POWER FACILITY, L.L.C.**, a Delaware limited liability company, and that he/she, as such officer, being authorized so to do, had executed and delivered the foregoing Quitclaim Deed for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

_____
Notary Public

My commission expires:

_____

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of **MIRANT WRIGHTSVILLE MANAGEMENT, INC.**, a Delaware corporation, and that he/she, as such officer, being authorized so to do, had executed and delivered the foregoing Quitclaim Deed for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

_____
Notary Public

My commission expires:

_____

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of **MIRANT WRIGHTSVILLE INVESTMENT, INC.**, a Delaware corporation, and that he/she, as such officer, being authorized so to do, had executed and delivered the foregoing Quitclaim Deed for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

_____
Notary Public

My commission expires:

_____

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

ACKNOWLEDGEMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named _____, to me well known, who acknowledged that he/she was the _____ of **MIRANT WRIGHTSVILLE MANAGEMENT, INC.**, a Delaware corporation, the Manager of **WRIGHTSVILLE DEVELOPMENT FUNDING, L.L.C.**, a Delaware limited liability company, and that he/she, as such officer, being authorized so to do, had executed and delivered the foregoing Quitclaim Deed for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

_____
Notary Public

My commission expires:

_____

(SEAL)

EXHIBIT A

Legal description of lands lying in the North 1/2 of Section 32, Township 1 South, Range 11 West, Pulaski County, Arkansas, and more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 749.12 feet to a point on the west right of way of Arkansas Highway 365 also described as the point of beginning; thence continuing along the said right of way South 28 degrees 37 minutes 23 seconds East 133.22 feet; thence along a 14.8569 degree curve to the right 190.15 feet having a chord bearing and distance of South 14 degrees 29 minutes 53 seconds East 188.23 feet; thence South 00 degrees 22 minutes 21 seconds East 424.98 feet; thence along a 7.0872 degree curve to the left 297.92 feet having a chord bearing and distance of South 10 degrees 55 minutes 48 seconds East 296.24 feet; thence South 21 degrees 29 minutes 14 seconds East 348.14 feet; thence along a 6.8231 degree curve to the left 199.76 feet having a chord bearing and distance of South 28 degrees 18 minutes 09 seconds East 199.29 feet; thence South 35 degrees 07 minutes 04 seconds East 186.12 feet; thence along a 13.3772 degree curve to the right 244.42 feet having a chord bearing and distance of South 18 degrees 46 minutes 10 seconds East 241.12 feet; thence South 02 degrees 25 minutes 14 seconds East 637.67 feet; thence along a 3.1994 degree curve to the right 129.42 feet having a chord bearing and distance of South 00 degrees 21 minutes 30 seconds East 129.42 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 1208.30 feet; thence North 00 degrees 29 minutes 48 seconds East 2111.47 feet to a point which is on the East right of way of the Union Pacific Railway; thence continuing along said right of way line North 13 degrees 11 minutes 11 seconds West 546.64 feet to a point which is on the North line of said Section 32; thence continuing along said line North 88 degrees 29 minutes 19 seconds East 129.39 feet to a point which is described as the Northwest corner of the Northeast 1/4 of said Section 32; thence South 89 degrees 27 minutes 53 seconds East 580.95 feet to the point of beginning containing 57.193 acres more or less.

Less and except:
The Union Pacific Railway right-of-way more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 1330.06 feet to a point which is the Northwest corner of the Northeast 1/4, of Section 32, thence South 00 degrees 29 minutes 48 seconds West 535.66 feet to a point which is on the East right of way of the Union Pacific Railway also described as the point of beginning; thence continuing along said right of way South 13 degrees 11 minutes 11 seconds East 2177.27 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 103.13 feet to a point which is on the West right of way of the Union Pacific Railway; thence continuing along said right of way North 13 degrees 11 minutes 11 seconds West 1741.36 feet to a point which is on the Center boundary line of Section 32; thence continuing along said boundary line North 00 degrees 29 minutes 48 seconds East 422.73 feet to the point of beginning containing 4.498 acres more or less; the total acreage less the exception being 52.695 acres more or less.

Exhibit G-2 to Asset Purchase and Sale Agreement

"County Quit Claim Deed"

EXHIBIT G-2

THIS INSTRUMENT PREPARED BY AND
AFTER RECORDING TO BE RETURNED TO:

ANNE S. PARKER
MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.
425 WEST CAPITOL AVENUE, SUITE 1800
LITTLE ROCK, AR 72201-3525
(501) 688-8800

QUITCLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

THAT **PULASKI COUNTY, ARKANSAS,** a political subdivision duly existing under the laws of the State of Arkansas, GRANTOR, by its County Judge, Floyd G. Villines duly authorized hereto by proper order of the County Court, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration in hand paid by **ARKANSAS ELECTRIC COOPERATIVE CORPORATION**, GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, convey, assign and quitclaim unto the said GRANTEE, and unto its successors and assigns forever, all of its right, title, interest and claim in and to the following described lands situated in the County of Pulaski, the State of Arkansas, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR LEGAL DESCRIPTION.

TO HAVE AND TO HOLD the same unto the said GRANTEE, and unto its successors and assigns forever, with all appurtenances thereunto belonging.

This Quitclaim Deed shall be governed by, and construed in accordance with, the laws of the State of Arkansas, without regard to conflicts of law principles that would require the application of any other law.

IN WITNESS WHEREOF, the GRANTOR has caused its name to be hereunto affixed this _____ day of _____, 2005.

PULASKI COUNTY, ARKANSAS

By: _____
Floyd G. Villines, County Judge

I certify under penalty of false swearing that the legally correct amount of documentary stamps have been placed on this instrument. Exempt or no consideration paid if none shown.

_____
[Grantee or Grantee's Agent]

Grantee's Address:_____

_____

STATE OF ARKANSAS)
) ss.
COUNTY OF PULASKI)

ACKNOWLEDGEMENT

On this day, before me, the undersigned, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named **FLOYD G. VILLINES**, to me well known, who acknowledged that he was the **COUNTY JUDGE OF PULASKI COUNTY, ARKANSAS** and that he, as such officer, being authorized so to do, had executed and delivered the foregoing Quitclaim Deed for the consideration and purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 2005.

_____
Notary Public

My commission expires:

_____

(SEAL)

825747.5

EXHIBIT A

Legal description of lands lying in the North 1/2 of Section 32, Township 1 South, Range 11 West, Pulaski County, Arkansas, and more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 749.12 feet to a point on the west right of way of Arkansas Highway 365 also described as the point of beginning; thence continuing along the said right of way South 28 degrees 37 minutes 23 seconds East 133.22 feet; thence along a 14.8569 degree curve to the right 190.15 feet having a chord bearing and distance of South 14 degrees 29 minutes 53 seconds East 188.23 feet; thence South 00 degrees 22 minutes 21 seconds East 424.98 feet; thence along a 7.0872 degree curve to the left 297.92 feet having a chord bearing and distance of South 10 degrees 55 minutes 48 seconds East 296.24 feet; thence South 21 degrees 29 minutes 14 seconds East 348.14 feet; thence along a 6.8231 degree curve to the left 199.76 feet having a chord bearing and distance of South 28 degrees 18 minutes 09 seconds East 199.29 feet; thence South 35 degrees 07 minutes 04 seconds East 186.12 feet; thence along a 13.3772 degree curve to the right 244.42 feet having a chord bearing and distance of South 18 degrees 46 minutes 10 seconds East 241.12 feet; thence South 02 degrees 25 minutes 14 seconds East 637.67 feet; thence along a 3.1994 degree curve to the right 129.42 feet having a chord bearing and distance of South 00 degrees 21 minutes 30 seconds East 129.42 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 1208.30 feet; thence North 00 degrees 29 minutes 48 seconds East 2111.47 feet to a point which is on the East right of way of the Union Pacific Railway; thence continuing along said right of way line North 13 degrees 11 minutes 11 seconds West 546.64 feet to a point which is on the North line of said Section 32; thence continuing along said line North 88 degrees 29 minutes 19 seconds East 129.39 feet to a point which is described as the Northwest corner of the Northeast 1/4 of said Section 32; thence South 89 degrees 27 minutes 53 seconds East 580.95 feet to the point of beginning containing 57.193 acres more or less.

Less and except:
The Union Pacific Railway right-of-way more particularly described as follows:

Commencing at the Northeast corner of the Northwest 1/4 of the Northeast 1/4, Section 32, Township 1 South, Range 11 West; thence North 89 degrees 27 minutes 53 seconds West 1330.06 feet to a point which is the Northwest corner of the Northeast 1/4, of Section 32, thence South 00 degrees 29 minutes 48 seconds West 535.66 feet to a point which is on the East right of way of the Union Pacific Railway also described as the point of beginning; thence continuing along said right of way South 13 degrees 11 minutes 11 seconds East 2177.27 feet; thence leaving said right of way North 89 degrees 03 minutes 29 seconds West 103.13 feet to a point which is on the West right of way of the Union Pacific Railway; thence continuing along said right of way North 13 degrees 11 minutes 11 seconds West 1741.36 feet to a point which is on the Center boundary line of Section 32; thence continuing along said boundary line North 00 degrees 29 minutes 48 seconds East 422.73 feet to the point of beginning containing 4.498 acres more or less; the total acreage less the exception being 52.695 acres more or less.

and

All of Grantor's right, title and interest in the Substation Easement Agreement by and between Entergy Arkansas, Inc. and Grantor filed for record on March 8, 2002, of record as Instrument No. 2002122710, records of Pulaski County, Arkansas.