

UNDERTAKING

The undersigned, in consideration of the COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY (the “**Agency**”) granting financial assistance to MIRANT BOWLINE, LLC and HUDSON VALLEY GAS CORPORATION (collectively and to the extent of their respective interests in the Premises as defined below, the “**Company**”) in connection with the Company’s operation of the premises known as Bowline Electric Generating Facility, Town of Haverstraw, County of Rockland, State of New York (the “**Premises**”), do hereby promise and agree as follows:

(1) At the request of the Agency, the undersigned will execute such documents as counsel for the Agency, in counsel’s reasonable opinion, deems reasonably necessary to provide reasonable assurance to the Agency that:

(a) The obligations undertaken by the undersigned in connection with said granting of financial assistance will be faithfully performed; and

(b) Any and all documents (including applications, financial statements and the like) signed by, submitted for the undersigned in connection with said granting of financial assistance are accurate statements as to the truth of the matters set forth in them and constitute binding obligations upon the undersigned, provided that such documents do not increase the obligations of Company or decrease the rights and benefits conferred on Company under the Lease Agreement or PILOT Agreement or the general terms of the transactions contemplated thereby.

(2) Upon request made by the Agency, the undersigned will re-execute any document signed in connection with said granting of financial assistance or execute any document that ought to have been signed at or prior to the closing of the straight-lease transaction or which was incorrectly drafted and/or executed, including, but not limited to, leases, indemnifications, certificates affidavits, agreements, and any other closing document, provided same is consistent with the terms of any authorizing resolution and the general terms and provisions of the transaction.

(3) All such requests shall be fully complied with by the undersigned within thirty (30) days of the making of the requests set forth in Paragraphs (1) and (2) hereof.

(4) The failure of the undersigned to comply with its obligations hereunder shall constitute a default under the terms of the Lease Agreement, any collateral instrument executed in connection with said granting of financial assistance and shall entitle the Agency or its successors and assigns to the remedies available for default under the Lease Agreement.

