

Thomas E Lauria  
State Bar No. 11998025  
Craig H. Averch  
State Bar No. 01451020  
**WHITE & CASE LLP**  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, FL 33131  
Telephone: (305) 371-2700  
Facsimile: (305) 358-5744

Robin Phelan  
State Bar No. 15903000  
Judith Elkin  
State Bar No. 06522200  
**HAYNES AND BOONE, LLP**  
901 Main Street  
Suite 3100  
Dallas, TX 75202  
Telephone: (214) 651-5000  
Facsimile: (214) 651-5940

ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

_____	)	
In re	)	Chapter 11 Case
	)	
MIRANT CORPORATION, <u>et al.</u> ,	)	Case No. 03-46590 (DML)
	)	Jointly Administered
Debtors.	)	
	)	Hearing Date and Time: March 3, 2004;
_____	)	12:00 p.m.

**SECOND MOTION OF THE DEBTORS FOR AN ORDER PURSUANT TO 11 U.S.C. § 365(d)(4) EXTENDING TIME WITHIN WHICH THE DEBTORS MAY ASSUME OR REJECT UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY**

TO THE HONORABLE D. MICHAEL LYNN, UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation (“Mirant”) and its affiliated debtors (collectively, “Mirant” or the “Debtors”), as debtors-in-possession, file this second motion (the “Motion”) for the entry of an order pursuant to section 365(d)(4) of title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (the “Bankruptcy Code”) extending the time for the Debtors to assume or reject (the “Assumption or Rejection Period”) all unexpired leases of nonresidential real property (the “Leases”), including the leases listed on Exhibit “1” attached to the Affidavit of Laurie L. Swift

(the “Swift Affidavit”), for 180 days, to and including September 6, 2004, and respectfully represent as follows:

### **JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

### **PROCEDURAL BACKGROUND**

2. The Cases. On July 14, 2003 and various dates thereafter (collectively, the “Petition Date”), Mirant Corporation and 82 of its direct and indirect subsidiaries filed voluntary chapter 11 petitions and manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of title 11 of the United States Code.

3. The Cases are Jointly Administered. This Court has entered orders approving the joint administration of the Debtors’ chapter 11 cases.

4. The Committees. Three official committees have been appointed by the Office of the United States Trustee for the Northern District of Texas in these administratively consolidated cases.

5. The Initial Extension. Pursuant to the “Order Pursuant to 11 U.S.C. § 365(d)(4) Extending Time Within Which the Debtors May Assume or Reject Unexpired Leases of Nonresidential Real Property” dated September 10, 2003, the current Assumption or Rejection Period will expire on March 10, 2004.

## **FACTUAL BACKGROUND**

### **A. The Exclusive Period**

8. Section 1121(b) of the Bankruptcy Code provides for an initial period of 120 days after the commencement of a chapter 11 case during which a debtor has the exclusive right to file a chapter 11 plan (the “Exclusive Filing Period”). Section 1121(c)(3) of the Bankruptcy Code provides that if the debtor proposes a plan within the 120-day exclusive period, it has a period of 180 days after the commencement of the chapter 11 case to obtain acceptances of such plan (the “Exclusive Solicitation Period,” and collectively with the Exclusive Filing Period, the “Exclusive Periods”). Absent an extension, the Debtors’ initial Exclusive Filing Period and Exclusive Solicitation Period would have expired on November 11, 2003 and January 9, 2004, respectively.

9. On October 17, 2003, the Debtors filed a motion to extend the Exclusive Periods. The official unsecured creditors’ committee for Mirant Americas Generation, LLC (“MAG”) and an individual MAG bondholder both filed objections to this motion. This Court approved a mutually beneficial compromise between the Debtors and the committee for MAG that: (a) provided for an extension of the Exclusive Filing Period and the Exclusive Solicitation Period to April 30, 2004 and June 30, 2004, respectively; and (b) required the Debtors to meet certain milestones: (i) submission of a qualitative business plan in January 2004 and a quantitative business plan (with projections) by March 2004; and (ii) a report on the intercompany claims by February 20, 2004.

**B. The Debtors' Leases of Nonresidential Real Property.**

10. The Debtors are parties to the Leases,<sup>1</sup> including those listed on Exhibit "1" attached to the Swift Affidavit.

11. Since the Petition Date, the Debtors and their professionals have been working diligently to administer these chapter 11 cases and to address a vast number of administrative and business issues while, at the same time, stabilizing and operating their businesses to maximize asset values. The Debtors are engaged in an ongoing analysis of all of their operations, including with respect to the Leases. Indeed, as set forth below, the Debtors have made and implemented decisions with respect to a number of the Debtors' non-residential real property leases.

**(i) MIRMA Leases.**

12. The Leases include, without limitation, eleven (11) leases separate "Facility Lease Agreements" (collectively, the "MIRMA Leases") executed by Debtor, Mirant Mid-Atlantic, LLC, formerly known as Southern Energy Mid-Atlantic, LLC, ("MIRMA"). The MIRMA Leases are the subject of a complicated leveraged lease transaction in which each MIRMA Lease has a distinct "Owner Lessor." Four of the MIRMA Leases relate to the "Undivided Interests" in an electric generating facility (that includes certain personal property and above-grade real property) referred to as the Dickerson Base-Load Units 1, 2, and 3 (the "Dickerson Leases") located in Montgomery County, Maryland and were executed on or about December 19, 2000. Seven of the MIRMA Leases relate to the "Undivided Interests" in an electric generating facility (that includes certain personal property and above-grade real property) referred to as the

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<sup>1</sup> The Debtors are investigating the proper characterization of the Leases. Until completion of this review, the Debtors reserve all rights to recharacterize the Leases as "financing leases" or otherwise if facts and law support such.

Morgantown Base-Load Units 1 and 2 (the “Morgantown Leases”) located in Charles County, Maryland and were executed on or about December 18, 2000.

13. The base lease term of the Dickerson Leases is for 28.5 years, from December 19, 2000 through June 19, 2029. The base lease term of the Morgantown Leases is for 33.75 years, from December 19, 2000 through September 19, 2034. Under the MIRMA Leases, MIRMA is required to make semi-annual lease payments in June and December of each year. In the year 2003, MIRMA paid an aggregate of \$129,193,424.33 and \$21,526,361.66 in lease payments for the Morgantown and Dickerson Leases, respectively.<sup>2</sup> Notably, given that the amount of lease payments fluctuates from payment to payment pursuant to the terms of the MIRMA Leases, MIRMA will pay an aggregate of \$99,973,638.33 and \$21,526,361.66 in lease payments for the Morgantown and Dickerson Leases, respectively, in the year 2004. The leased properties are being maintained and insured.

**(ii) Rejected and Assumed Leases.**

14. The Debtors have already rejected the following real property leases with: (a) Silver Care LLC located at 2260 Corporate Circle, Suites 460 and 470, Henderson, Nevada; (b) Koin Center Limited Partnership by KCP-Dreyfus Corporation located at 1120 KOIN Center, Portland, Oregon; (c) Trizec Allen Center Limited Partnership located at Two Allen Center, Suite 2890, Houston, Texas; (d) Rotunda Partners & California Dental Association located at 1201 “K” Street, Suite 970, Sacramento, California; (e) Pericen Limited Partnership located at 1117 Perimeter Center West, Suite W-200, W-201, N-500, 8S & 10S Atlanta, Georgia; (f) 400 Rella Realty Associates LLC located at 400 Rella Blvd, Suffern, New York; and (g) EON

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<sup>2</sup> Even in cases as large as that of the Debtors, these amounts are significant.

Properties LLC located at 222 Indianapolis Blvd, Suite 102, Shererville, Indiana.

15. The Debtors have, moreover, assumed an amended real property lease for its corporate headquarters (the “Amended Corporate Headquarters Lease”), situated at 1155 Perimeter Center West, Atlanta, Georgia 30338, based on the maximum financial flexibility and immediate economic benefit provided by the amended terms. In short, the economic concessions granted by the lessor far outweighed the risk of assumption of the Amended Corporate Headquarters Lease prior to the confirmation of the plan of reorganization.

### **RELIEF REQUESTED**

16. By this Motion, the Debtors, pursuant to section 365(d)(4) of the Bankruptcy Code, seek an additional extension of the time within which the Debtors must assume or reject all unexpired leases of nonresidential real property through and including September 6, 2004.

### **BASIS FOR RELIEF**

#### **A. Section 365(d) of the Bankruptcy Code Provides that a Court May, For Cause, Extend the Assumption or Rejection Period.**

17. Section 365(d)(4) of the Bankruptcy Code provides, in pertinent part:

...if the trustee does not assume or reject an unexpired lease of nonresidential real property under which the debtor is a lessee within 60 days after the date of the order for relief, or within such additional time as the court, for cause, within such 60-day period, fixes, then such lease is deemed rejected, and the trustee shall immediately surrender such nonresidential real property to the lessor.

11 U.S.C. § 365(d)(4) (emphasis added).

18. As the statute indicates, upon a showing of cause by a debtor, this Court may grant extensions of the assumption or rejection time period. See, e.g., Chapman Inv. Assoc. v. American Healthcare Mgmt., Inc. (In re American Healthcare Mgmt., Inc.), 900 F.2d 827 (5th Cir. 1990). The legislative history of section 365(d)(4) indicates that a debtor confronted with

the task of analyzing many leases has sufficient cause to extend the statutory sixty-day period. 130 Cong. Rec. S88, 94-95 (1984), reprinted in 1984 U.S.C.C.A.N. 590, 597 (remarks of Sen. Hatch concerning the bill). Construing this legislative history, the bankruptcy court in In re Unit Portions of Delaware, Inc., 53 B.R. 83 (Bankr. E.D.N.Y. 1985), concluded:

Congress recognized that there may be times when it is not possible for the trustee to make a careful and informed assessment of the benefits and burdens of the lease within this 60 day period. Accordingly, it empowered the court to grant a trustee who demonstrates cause for an extension [of] additional time to make this assessment.

Id. at 85.

19. Various courts have considered what constitutes sufficient cause to extend the time period within which a debtor may assume or reject unexpired nonresidential leases. A list of factors was formulated in In re Wedtech Corp., 72 B.R. 464 (Bankr. S.D.N.Y. 1987). In Wedtech, the bankruptcy court held that the following factors, among others, would tend to indicate that “cause” exists to extend the statutory period:

- (a) the leases are an important asset of the estate such that the decision to assume or reject would be central to any plan of reorganization;
- (b) the case is complex and involves large numbers of leases; or
- (c) the debtor has had insufficient time to intelligently appraise each lease’s value to a plan of reorganization.

Id. at 471-72; see also In re Channel Home Centers, Inc., 989 F.2d 682, 689 (3d Cir. 1993), cert. denied, 510 U.S. 865 (1993) (“[N]othing prevents a bankruptcy court from granting an extension because a particular debtor needs additional time to determine whether the assumption or rejection of particular leases is called for by the plan of reorganization that it is attempting to develop.”); In re Klein Sleep Products, Inc., 78 F.3d 18, 29-30 (2d Cir. 1996) (suggesting that it might be appropriate to extend the debtor’s period to assume or reject until “the moment of

confirmation, when the debtor's chances of rehabilitation would finally be clear."); In re New York Deli, Ltd., 41 B.R. 198, 200 (Bankr. D. Del. 1984) (approving a nine month extension of time to assume or reject leases); In re Victoria Station, Inc., 88 B.R. 231, 239 n.7 (9th Cir. B.A.P. 1988) (allowing multiple extensions of section 365(d)(4) time period).

**B. Cause Exists to Grant the Requested Extension With Respect to the Leases.**

**(i) The Size and Complexity of these Cases Justify the Requested Extension.**

20. Courts regularly have held that the size and complexity of a case, and the inevitable delay which these factors cause in evaluating specific leases and developing a chapter 11 plan warrant an extension of time under section 365(d)(4) of the Bankruptcy Code. See, e.g., Wedtech, 72 B.R. at 471-72; In re Coastal Dry Dock & Repair Corp., 62 B.R. 879, 882 (Bankr. E.D.N.Y. 1987); In re Family Showtime Theatres, Inc., 58 B.R. 679, 684 (Bankr. E.D.N.Y. 1986), aff'd, 72 B.R. 38 (E.D.N.Y. 1987), aff'd, 819 F.2d 1130 (2d Cir. 1987); see also In re Southwest Aircraft Servs., Inc., 831 F.2d 848, 851 (9th Cir. 1987).

21. The Debtors are one of the world's largest generators and marketers of electricity, employing, as of the end of the 2003, approximately 6,130 employees worldwide and generating approximately \$6.4 billion in annual operating revenues. The Debtors' cases are certainly large and complex by any standard. Notably, many publications have represented that the Debtors' cases are among the tenth largest in the history of the United States. The Assumption or Rejection Period, thus, is an inadequate period of time for the Debtors to make prudent decisions concerning the assumption or rejection of the Leases.

**(ii) The Leases are Important Assets to the Estates.**

22. The importance of nonresidential real property leases to a chapter 11 case is a key factor justifying an extension of time within which to assume or reject such leases. See, e.g., In

re Babylon Ltd. Partnership, 76 B.R. 270, 274 (Bankr. S.D.N.Y. 1987). In these cases, the Leases are at the heart of the Debtors' operations, the production and sale of electricity and electrical capacity. Without the Leases, the Debtors could not operate their businesses, the Debtors' reorganization efforts would cease, and the going-concern value of the assets would be lost.

23. The Debtors and their creditors could suffer severe harm if the Debtors are forced to prematurely assume or reject the Leases. For example, if the Debtors were forced to assume the Leases, they would become postpetition obligations of the estates and the lessors would be entitled to administrative priority for any future claims under the Leases without the unsecured damage limitation set forth in section 502(b)(6) of the Bankruptcy Code. If the Debtors determine that one or more of the Leases are not needed for their ongoing operations, then an unnecessary and very large administrative liability may be created by the assumption of such Leases.

24. On the other hand, the Debtors believe, based upon a preliminary analysis, that most of the Leases are of value to their estates and such value is largely intertwined with the plan of reorganization process. Premature rejection of some or all of the Leases at this stage in these cases would forfeit that potential value. Furthermore, a rejection could leave the Debtors with significant damage claims related to the rejection of the Leases. Such a result is not in the best interest of the estates or their creditors. Under these circumstances, extending the Assumption or Rejection Period is reasonable and appropriate.

25. Cognizant of this Court's previously stated concern regarding the Debtors' assumption of contracts with extended terms that represent a significant ongoing expense, the Debtors submit that the decision to assume the Leases should be deferred until a chapter 11 plan

or business plan is in prospect unless there are immediate and significant tangible benefits that would facilitate any conceivable plan (such as that provided by the terms of the Amended Corporate Headquarters Lease). Since the Debtors are engaged in an industry that is subject to rapid fundamental changes, this Court's concerns are particularly accurate. Both the template of a plan of reorganization for the Debtors and the contribution, or lack thereof, of any individual Lease have yet to be determined. Premature assumption of the Lease—particularly those of the magnitude of the MIRMA Leases—could prematurely dictate the architecture of a plan of reorganization.<sup>3</sup> Billion dollar decisions should not be made lightly. In addition, the resolution of property tax issues in connection with New York operations of the Debtors will have a significant impact upon cash flow availability and the decision whether or not to assume leases.

26. Notably, given the extension of the Exclusive Filing Period and the Exclusive Solicitation Period to April 30, 2004 and June 30, 2004, respectively, the Debtors require an extension of the Assumption or Rejection Period to continue their analysis of the Leases based on the Debtors' chapter 11 plan.

**(iii) The Debtors are Current on the Rent Obligations Under the Leases.**

27. The Debtors are current on their postpetition rental obligations and have adequate cash flow to meet future rent obligations as those obligations come due. See In re Bon Ton Restaurant & Pastry Shop, Inc., 52 B.R. 850, 855 (Bankr. N.D. Ill. 1985) (observing that lessors who receive continuing monthly rent payments generally are not prejudiced by an extension of the section 365(d)(4) deadline). As noted, the Court has already found that the Debtors are administratively solvent. The Debtors' ability and commitment to currently meet their

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<sup>3</sup> For example, if MIRMA is sold to Korea Power and Light ("KP&L"), it may decide to reject the MIRMA Leases to eliminate duplication with other facilities owned by KP&L.

postpetition rental obligations underscores their good faith desire to make informed and reasoned decisions regarding assumption or rejection for the benefit of their estates and creditors.

28. The Debtors are performing under the Leases in the ordinary course of their business operations. The Debtors are complying—and are in a position to continue to comply—with their postpetition rent obligations in accordance with the terms of the Leases as provided for in section 365(d)(3) of the Bankruptcy Code.<sup>4</sup> The lessors under the Leases will, therefore, not be prejudiced by a 180-day extension of the Assumption or Rejection Period. There is, thus, good cause to grant the 180-day extension of the Assumption or Rejection Period to and including September 6, 2004.

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<sup>4</sup> The Court has already determined that the Debtors are administratively solvent. See Order Determining That The Debtors Are Administratively Solvent (entered on July 31, 2003).

**CONCLUSION**

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as is just and proper.

Dated: February 9, 2004

HAYNES AND BOONE, LLP  
901 Main Street  
Suite 3100  
Dallas, TX 75202  
(214) 651-5000

Robin Phelan  
State Bar No. 15903000

-and-

By Michelle C. Campbell

Thomas E Lauria  
State Bar No. 11998025  
Michelle C. Campbell  
State Bar No. 24001828  
WHITE & CASE LLP  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, Florida 33131  
(305) 371-2700

ATTORNEYS FOR THE DEBTORS AND  
DEBTORS-IN-POSSESSION

**CERTIFICATE OF SERVICE**

The undersigned hereby certifies that she has authorized BSI as service agent to cause to serve a true and correct copy of the foregoing Motion upon all persons identified in Exhibit "1" and on the Limited Service List on the 9th day of February, 2004 via first class mail, postage prepaid, in accordance with the Federal Rules of Bankruptcy Procedure.

Michelle C. Campbell

Thomas E Lauria  
 State Bar No. 11998025  
 Craig H. Averch  
 State Bar No. 01451020  
**WHITE & CASE LLP**  
 Wachovia Financial Center  
 200 South Biscayne Blvd.  
 Miami, FL 33131  
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ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE NORTHERN DISTRICT OF TEXAS  
 FORT WORTH DIVISION**

In re	)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,	)	Case No. 03-46590 (DML)
	)	Jointly Administered
Debtors.	)	
	)	Hearing Date and Time: March 3, 2004;
	)	12:00 p.m.

**AFFIDAVIT OF LAURIE L. SWIFT IN SUPPORT OF DEBTORS' SECOND MOTION  
 FOR AN ORDER PURSUANT TO 11 U.S.C. § 365(d)(4) EXTENDING TIME WITHIN  
 WHICH THE DEBTORS MAY ASSUME OR REJECT UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY**

STATE OF GEORGIA     )  
                                   ) ss.:  
 COUNTY OF FULTON    )

I, Laurie L. Swift, being duly sworn, depose and state:

1. I am over eighteen (18) years of age. I submit this Affidavit in support of the *Second Motion of the Debtors for an Order Pursuant to 11 U.S.C. § 365(d)(4) Extending Time Within Which the Debtors May Assume or Reject Unexpired Leases of Nonresidential Real Property* (the "Motion") filed by Mirant Corporation ("Mirant") and its affiliated debtors (collectively, "Mirant" or the "Debtors"), as debtors-in-possession.

2. As part of my duties, I have actively participated in matters pertaining to existing leases of nonresidential real property to which the Debtors are a party. This affidavit is based upon my own personal knowledge and my review of the applicable business records and data described herein that is kept in the regular course of Mirant's business and are created at or near the time by a person with knowledge. If called upon to testify, I could and would testify competently and truthfully as to the facts and circumstances set forth herein and as to the authenticity of the exhibit attached hereto and the correctness of the facts described herein.

3. I am the Director of Procurement and Corporate Services for Mirant. My responsibilities include setting and enforcing policy in the areas of Procurement, Security, Travel, and Real Estate. My responsibilities also include service delivery for Facilities Management, Transactional and Volume Procurement, and Travel. I have served in this capacity for the last three years. I have been employed by Mirant (formerly known as The Southern Company) for a total of 23 years. Prior to serving as the Director of Procurement and Corporate Services, I was the Chief Information Officer for three years and was responsible for global computing infrastructure and corporate applications.

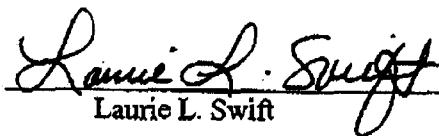
4. The Debtors are parties to unexpired leases of nonresidential real property (the "Leases"), including those listed on Exhibit "1" attached hereto. I, along with other persons employed by the Debtors, am in the process of analyzing the Debtors' operations, including with respect to the Leases, and the Debtors' obligations thereunder. Because of the number of Leases to which the Debtors are parties and the other economic analysis involved with respect thereto, the process of determining which Leases to assume and reject has taken significant time.

5. The Debtors and their creditors will suffer significant harm if the Debtors are forced to prematurely assume or reject the Leases without first conducting proper and deliberate

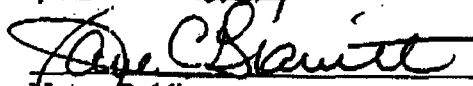
analysis with respect to the Leases and their impact upon the Debtors' estates. The premature assumption of billions of dollars of liabilities could dictate the architecture of a plan of reorganization. The Debtors just do not yet know what concessions will be required of certain lessors to accomplish a plan of reorganization and justify the assumption of certain leases.

6. The Debtors are current on their postpetition rental obligations in accordance with the terms of the Leases and have adequate cash flow to meet future rent obligations as those obligations come due. The leased properties are being appropriately maintained and are adequately insured.

Executed this 9th day of February 2004, at Tulton, Georgia.

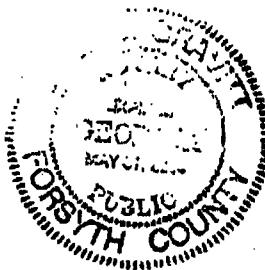
  
Laurie L. Swift

Sworn to before me on this  
9th day of February 2004



Notary Public

My Commission Expires:



**Exhibit 1**

[TO BE FILED AS A SEPARATE SUBMISSION]

Thomas E Lauria  
State Bar No. 11998025  
Craig H. Averch  
State Bar No. 01451020  
**WHITE & CASE LLP**  
Wachovia Financial Center  
200 South Biscayne Blvd.  
Miami, FL 33131  
Telephone: (305) 371-2700  
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**HAYNES AND BOONE, LLP**  
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ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION**

_____	)	
In re	)	Chapter 11 Case
	)	
MIRANT CORPORATION, <u>et al.</u> ,	)	Case No. 03-46590 (DML)
	)	Jointly Administered
	)	
Debtors.	)	Hearing Date and Time: March 3, 2004;
	)	12:00 p.m.
_____	)	

**ORDER GRANTING SECOND MOTION OF THE DEBTORS FOR AN ORDER  
PURSUANT TO 11 U.S.C. § 365(d)(4) EXTENDING TIME WITHIN WHICH THE  
DEBTORS MAY ASSUME OR REJECT UNEXPIRED LEASES OF  
NONRESIDENTIAL REAL PROPERTY**

Upon consideration of the second motion (the “Motion”) of the debtors and debtors-in-  
possession in the above-styled chapter 11 cases (collectively, the “Debtors”) dated February 9,  
2004, for the entry of an Order, pursuant to section 365(d)(4) of the Bankruptcy Code<sup>1</sup> extending  
the time within which the Debtors may assume or reject all unexpired leases of nonresidential  
real property (the “Leases”); and it appearing that this Court has jurisdiction to consider this  
Motion and the relief requested therein in accordance with 28 U.S.C. §§ 157 and 1334; and it

<sup>1</sup> Capitalized terms not otherwise defined herein have those meanings ascribed to such terms in the Motion.

appearing that this matter is a core proceeding within the meaning of 28 U.S.C. § 157(b); and it appearing that venue of this proceeding and this Motion is proper in this district in accordance with 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Motion having been given as set forth on the certificate of service annexed to the Motion and the affidavit filed by Bankruptcy Services LLC; and it appearing that no other or further notice is necessary; and it further appearing that the relief requested in the Motion is in the best interests of the Debtors, their estates and their creditors; and after due consideration and sufficient cause appearing therefor, it is hereby:

**ORDERED** that the Motion is granted; it is further

**ORDERED** that this Order applies to all unexpired leases of nonresidential real property to which the Debtors are parties, including the Leases identified on Exhibit “1” hereto; it is further

**ORDERED** that the Debtors’ time to elect to assume or reject the Leases is extended pursuant to section 365(d)(4) of the Bankruptcy Code through and including September 6, 2004; it is further

**ORDERED** that nothing contained herein will be construed to characterize the Leases as “true” leases and not financing leases. Nothing contained herein will affect the ability of the Debtors to seek to recharacterize the Leases if facts and law support such; it is further

**ORDERED** that the nothing contained herein will affect the ability of non-Debtor parties to the Leases to seek appropriate relief, including an order of this Court, for payment of post-petition rent or the shortening of the Debtors’ time to elect to assume or reject a Lease; and it is further

**ORDERED** that the extension granted by this Order is without prejudice to: (i) the Debtors' right to seek a further extension(s) of their time to assume or reject some or all of their Leases; and (ii) the Debtors' right to seek further or different relief regarding the Leases.

SIGNED THIS \_\_\_\_ DAY OF MARCH 2004.

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D. Michael Lynn  
United States Bankruptcy Judge

EXHIBIT 1

[LIST OF LEASES TO BE ATTACHED]