

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.)	
_____)	

**MOTION OF DEBTORS TO REJECT VARIOUS FTS SERVICE AGREEMENTS
BETWEEN MIRANT AMERICAS ENERGY MARKETING, LP AND COLUMBIA
GAS TRANSPORTATION CORPORATION**

Mirant Corporation (“Mirant”) and its affiliated debtors (collectively, the “Debtors”), as debtors in possession, file this Motion (the “Motion”) pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the “Bankruptcy Code”) for authority to reject various FTS Service Agreements between Mirant Americas Energy Marketing, LP (“MAEM”) and Columbia Gas Transportation Corporation (“Columbia”) for gas transportation

service (the “Contracts”), which are described below in greater detail and attached hereto as composite Exhibit B.¹ In support thereof the Debtors 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. Commencing on July 14, 2003, and concluding in the early morning hours of July 15, 2003, (the “Petition Date”), certain of the Debtors (collectively, the “Initial Debtors”) filed voluntary petitions in this Court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”).² On August 18, 2003, Mirant EcoElectrica Investments I, Ltd. and Puerto Rico Power Investments, Ltd. (collectively, the “New Debtors”) commenced chapter 11 cases under the Bankruptcy Code. On October 3, 2003, the following additional Debtors filed voluntary petitions in this Court for relief under chapter 11: (i) Mirant Wrightsville Management, Inc.; (ii) Mirant Wrightsville Investments, Inc.; (iii) Wrightsville Power Facility, L.L.C.; and (iv) Wrightsville Development Funding, L.L.C. (collectively, the “Wrightsville Debtors”). On November 18, 2003, the following additional Debtors filed voluntary petitions in this Court for relief under chapter 11: (i) Mirant Americas Energy Capital, LP; and (ii) Mirant Americas Energy Capital Assets, LLC (the

¹ The Contracts are voluminous and, therefore, not all parties were served with the Contracts. Any party may request a copy of the Contracts by making a written request to the Debtors’ counsel.

² Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the “Canadian Debtors”) to commence plenary insolvency proceedings (the “Canadian Proceedings”) in the Court of Queen’s Bench of Alberta Judicial District of Calgary (the “Canadian Court”) pursuant to the *Companies’ Creditors Arrangement Act*. The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

“MAEC Debtors” and collectively with the Initial Debtors, the New Debtors, and the Wrightsville Debtors, the “Debtors”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the motion for an order requesting that the bankruptcy estates of the Initial Debtors be jointly administered. On September 8, 2003, this Court entered an order approving joint administration of the cases of the New Debtors with those of the Initial Debtors. On October 20, 2003, this Court entered an order approving the joint administration of the cases of the Wrightsville Debtors with those of the Initial Debtors. On November 20, 2003, this Court entered an order approving the joint administration of the cases of the MAEC Debtors with those of the Initial Debtors.

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. Specifically, an official unsecured creditors’ committee and an official committee of equity security holders have been appointed for Mirant Corporation and an official unsecured creditors’ committee has been appointed for Mirant Americas Generation, LLC (collectively, the “Committees”).

RELIEF REQUESTED

2. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject the Contracts listed below in paragraph 5 hereof, effective ten (10) business days from the date of service of this Motion.

BASIS FOR RELIEF

3. On August 14, 2003, the Court entered an amended order (the "Order") approving procedures (the "Rejection Procedures") for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

4. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit A.

5. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Contracts will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

(a) **Title of the Contracts:** FTS Service Agreements between Columbia and MAEM described as follows (collectively, the "Contracts"):

- (i) FTS Service Agreement No. 75635, dated May 9, 2003.
- (ii) FTS Service Agreement No. 75636, dated May 9, 2003.
- (iii) FTS Service Agreement No. 75637, dated May 9, 2003.

Effective Date of Rejection:

December 17, 2003, subject to paragraph 6 hereof

Parties to the Contract:

Mirant Americas Energy Marketing, LP
Columbia Gas Transmission Corporation

Contact Information for Non-Debtors:

Columbia Gas Transmission Corporation
1700 MacCorkle Ave SE
P.O. Box 1273
Charleston, WV 25314

Columbia Gas Transmission Corporation
P.O. Box 1273
Charleston, WV 25325-1273
Attention: Manager-Commercial Services

6. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100, Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to the Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the Contracts, then the Contracts shall be deemed rejected as of the date of the determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the respective Contracts.

7. Pursuant to the Order, claims arising out of the rejection of the Contracts must be filed with the Court, or any Court approved claims processing agent, by the later of (i) the deadline for filing proofs of claims established by the Court or (ii) thirty (30) days after the Effective Date of Rejection, or the date of the Order of the Court upholding the Debtors' determination to reject the Contracts, unless otherwise agreed, in writing, by the Debtors and the counterparty to the Contract (the "Rejection Claims Deadline").

8. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of the Contracts who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim

against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

General Description Relating to the Contracts.

9. MAEM entered into the Contracts to acquire the right to use restricted areas of the Columbia Transportation System. MAEM's sole purpose in entering into the Contracts was to establish a means of transporting gas to an unaffiliated customer, with whom MAEM had separately entered into a service contract. MAEM is no longer servicing said customer, so the Contracts have no value to MAEM.

The Contracts May Be Rejected.

10. Section 365(a) of the Bankruptcy Code provides that a debtor in possession, "subject to the court's approval, may assume or reject an executory contract of the debtor." 11 U.S.C. § 365(a). An executory contract has been defined as one where material performance is due on both sides such that the failure of either party to complete performance would constitute a material breach of the contract excusing performance of the non-breaching party. *See In re Liljeberg Enterprises, Inc.*, 304 F.3d 410, 436 (5th Cir. 2002); *In re Murexco Petroleum, Inc.*, 15 F.3d 60, 62-63 (5th Cir. 1994). The Contracts are executory contracts because they require (i) Columbia to provide the on-going right to use certain areas of the Columbia Transportation System and (ii) MAEM to pay for these rights. Moreover, Columbia's failure to continue to provide these rights would constitute a material breach of the Contracts, excusing the performance of the other party. Therefore, the Contracts are undoubtedly executory contracts that may be rejected under section 365 of the Bankruptcy Code. *See, e.g., In re El Paso Refinery, L.P.*, 220 B.R. 37, 39 n.1 (Bankr. W.D. Tex. 1998) (contract requiring debtor to

provide jet fuel to government held to be executory); *In re Cajun Elec. Power Coop., Inc.*, 230 B.R. 693, 702 (Bankr. D. La. 1999) (supply contracts entered into by debtor electric cooperative held executory).

Rejection Of The Contracts is Within the Debtors' Business Judgment.

11. Rejection of an executory contract requires court approval. A debtor's decision to assume or reject will be approved provided that it meets the "business judgment" test, pursuant to which rejection of an executory contract is appropriate if such rejection would benefit the estate. *See Richmond Leasing v. Capital Bank, N.A.*, 762 F.2d 1303, 1309 (5th Cir. 1985); *In re G.I. Indus., Inc.*, 204 F.3d 1276, 1282 (9th Cir. 2000) ("[A] bankruptcy court applies the business judgment rule to evaluate a trustee's rejection decision . . ."); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 567 n. 16 (8th Cir. 1997) (debtor's request to assume or reject contract should be approved where not manifestly unreasonable or made in bad faith). The "business judgment" test is satisfied where the assumption or rejection of an executory contract enhances the value of the estate. *See Richmond Leasing*, 762 F.2d at 1309. Upon a finding that a debtor has exercised sound business judgment in determining whether to assume or reject an executory contract, a court should approve the decision pursuant to section 365(a) of the Bankruptcy Code. *See NLRB v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984).

12. "The fundamental purpose of reorganization is to prevent a debtor from going into liquidation, with an attendant loss of jobs and possible misuse of economic resources." *Bildisco*, 465 U.S. at 528 (citing H.R.Rep. No. 95-595, p. 220 (1977)). Since MAEM entered into the Contracts, the Debtors' business operations have changed and, after due inquiry, the Debtors have determined that the Contracts are burdensome to their estates and constitute an impediment to their ongoing business operations.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she provided a true and correct copy of the forgoing to Bankruptcy Services, LLC and directed them to effect service upon all persons on the Limited Service List (without exhibits) via U.S. mail, and the addressees set forth below via e-mail, fax, or overnight delivery (with exhibits) on the 3rd day of December, 2003.

Eric J. Taube
Mark C. Taylor
Hohmann, Taube & Summers, L.L.P.
100 Congress Avenue
Suite 1600
Austin, TX 78701

Deborah D. Williamson
Thomas Rice
Cox & Smith Incorporated
112 East Pecan Street
Suite 1800
San Antonio, TX 78205-1505

Howard L. Siegel
Brown Rudnick Berlack Israels LLP
City Place I, 185 Asylum Street
Hartford, CT 06103-3401

Bruce R. Zirinsky
Gregory Petrick
Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, NY 10038

William R. Baldiga
Brown Rudnick Berlack Israels LLP
One Financial Center
Boston, MA 02111

Mark Thompson
Simpson Thacher & Bartlett
425 Lexington Avenue
New York, NY 10017-3954

Edward S. Weisfelner
Leslie H. Scharf
Brown Rudnick Berlack Israels LLP
120 West 45th Street
New York, NY 10036

Columbia Gas Transmission Corporation
1700 MacCorkle Ave SE
P. O. Box 1273
Charleston, WV 25314

Paul N. Silverstein
Andrews & Kurth, L.L.P.
805 Third Avenue
New York, NY 10022

Columbia Gas Transmission Corporation
P.O. Box 1273
Charleston, WV 25325-1273
Attention: Manager-Commercial Services

Jason S. Brookner
Andrews & Kurth, L.L.P.
1717 Main Street
Suite 3700
Dallas, TX 75201

/s/ Meredyth A. Purdy

EXHIBIT A

U.S. BANKRUPTCY COURT,
NORTHERN DISTRICT OF TEXAS

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

ENTERED
TAWANA J. MARSHALL, CLERK
THE DATE OF ENTRY IS
ON THE COURT'S DOCKET

In re)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590-DML-11
Debtors.)	Jointly Administered

**AMENDED ORDER REGARDING MOTION OF DEBTORS FOR AN ORDER
PURSUANT TO SECTIONS 365 AND 554 OF THE BANKRUPTCY CODE
AUTHORIZING AND APPROVING A PROCEDURE FOR THE REJECTION OF
CERTAIN EXECUTORY CONTRACTS**

Upon the Motion of Debtors for an Order Pursuant to Sections 365 and 554 of the Bankruptcy Code Authorizing and Approving a Procedure for the Rejection of Certain Executory Contacts (the "Motion") filed by the above-captioned debtors and debtors-in-possession (collectively, the "Debtors") in these Chapter 11 cases; and it appearing that this Court has jurisdiction over this matter; and it appearing that due and proper notice has been given; and upon due deliberation and sufficient cause appearing therefor, it is hereby

ORDERED that the Motion is granted; and it is further

ORDERED that the Rejection Procedures referenced on Exhibit "A" attached hereto are hereby approved; and it is further

ORDERED that this Court shall, and hereby does, retain jurisdiction with respect to all matters arising or related to the implementation of this Order; and it is further

ORDERED that the last date to file timely proofs of claim against the Debtors arising from the rejection of any Contracts and Leases (the "Rejection Claims Deadline") will be and hereby is the later of: (i) the deadline for filing proofs of claims established by this Court; and (ii) thirty (30) days after the Rejection Effective Date, as such term is defined in the

Rejection Procedures, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease; and it is further

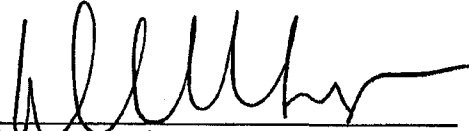
ORDERED that any holder of a claim allegedly arising from the rejections authorized in accordance with the Rejection Procedures who fails to timely file a proof of such claim on or prior to the expiration of the Rejection Claims Deadline be: (i) forever barred from asserting such claim against any of the Debtors or their estates; (ii) forever barred from sharing in any distribution of the Debtors' estates or assets under any plan of reorganization confirmed in these chapter 11 cases or order of the Court authorizing distributions from the Debtors' estates; and (iii) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and/or any order of the Court authorizing distributions from the Debtors' estates; and it is further

ORDERED that the procedures established by this Order, including the Rejection Claims Deadline, shall not apply to (a) any executory contract or unexpired lease between any of the Debtors and (i) PEPCO and any of its affiliates; (ii) WGES; (iii) Kern; (iv) 285 Venture; (v) Unitil; (vi) the NSTAR Companies (as each entity is defined it is respective objection or joinder to objections to the Motion) (vii) the Cape Light Compact Agreements, including the Pilot Electric Supply Agreement by and between the Cape Light Compact and Mirant Americas Retail Energy Marketing, LP; or (b) leases and lease-related contracts pertaining to the Dickerson and Morgantown power plants operated by Mirant Mid-Atlantic, LLC and its subsidiaries (in which the lease counterparties are certain limited liability companies affiliated with Bank One, N.A., Union Bank of California, N.A. and Verizon Capital Corp.); and it is further

ORDERED that, to the extent that any provision contained in this Order is inconsistent with this Court's Interim Order Authorizing the Debtors to (i) Comply With Terms of Prepetition Trading Contracts, (ii) Enter Into Postpetition Trading Contracts in the Ordinary Course of Business, (iii) Provide Credit Support Relating to Both Pre- and Post-Petition Trading

Contracts, and (iv) Setting a Final Hearing to Consider the Entry of a Final Order Affirming the Interim Order and Authorizing Assumption of Prepetition Trading Contracts entered on July 17, 2003 (the "Trading Order"), the Trading Order shall control.

Dated August 14, 2007



HONORABLE D. MICHAEL LYNN
UNITED STATES BANKRUPTCY JUDGE

Exhibit "A"

Rejection Procedures

- a. Unless a timely objection is filed, any Contract or Lease determined by the Debtors, in the exercise of their business judgment, to be unnecessary and/or burdensome to the Debtors' ongoing business operations shall, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease, be deemed rejected ten (10) business days from service of a motion to reject such Contract or Lease (the "Rejection Motion"), via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases (each, a "Committee").
- b. The Rejection Motion shall be substantially in the form of the Rejection Motion attached hereto as Exhibit A-1 and shall include a copy of the Order approving this Motion.
- c. If an objection to a Rejection Motion is filed by a counterparty to a Contract or Lease, or by any Committee, and timely served upon, and actually received by, counsel to the Debtors prior to the expiration of the ten (10) business day notice period, the Debtors will seek a hearing to consider the objection at the Court's earliest convenience.
- d. If no objections by either a counterparty to a Contract or Lease or by any Committee, are timely received, then the applicable Contract or Lease shall be deemed rejected as of the expiration of the ten (10) business day notice period described above unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease. The Rejection Effective Date for any rejection shall be the later of (a) the expiry of the ten (10) business day notice period if no objection is filed; (b) the entry of an order ultimately approving rejection if an objection to rejection is filed; and (c) such other date upon which the debtor and the objection party may agree.
- e. If an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of the Order unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.
- f. Claims arising out of the rejection of Contracts and Leases must be filed with the Bankruptcy Court or any Court approved claims processing agent by the later of (i) the deadline for filing proofs of claim established by this Court or (ii) thirty (30) days after the Rejection Effective Date, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease.

Exhibit "A-1"

**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-11
Debtors.)	Jointly Administered
_____)	

**MOTION OF DEBTORS TO REJECT EXECUTORY CONTRACTS OR
UNEXPIRED LEASES OF NONRESIDENTIAL REAL PROPERTY
OF [NAME OF COUNTERPARTY]**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation ("Mirant") and its affiliated debtors (collectively, the "Debtors"), as debtors in possession, file this Motion (the "Motion") pursuant to section 365(a) of title 11, United States Code (11 U.S.C. §§ 101 et seq.) (the "Bankruptcy Code") for authority to reject certain executory contracts (each, a "Contract") or unexpired leases of real property (each, a "Lease"), and in support thereof 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. Commencing on July 14, 2003 and concluding in the early morning hours of July 15, 2003, (the "Petition Date"), each of the Debtors filed a voluntary petition in this court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C.

§§ 101-1330, as amended (the "Bankruptcy Code").¹ The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. The Cases are Jointly Administered. On July 15, 2003, this Court granted the Debtors' motion for an order requesting that the Debtors' bankruptcy estates be jointly administered.

4. Unsecured Creditors' Committees. On July 25, 2003, the Office of the United States Trustee for the Northern District of Texas formed two official committees of unsecured creditors. The first Committee is comprised of certain bondholders of Mirant Americas Generation, LLC. The Second Committee is comprised of certain creditors of Mirant Corporation and the remaining Debtors.

RELIEF REQUESTED

4. By this Motion, the Debtors respectfully request pursuant to 11 U.S.C. § 365(a) authority to reject certain Contracts and/or Leases listed below, effective 10 (ten) business days from the date upon service of this Motion.

¹ Concurrently, Mirant caused two of its Canadian subsidiaries, Mirant Canada Energy Marketing, Ltd and Mirant Canada Energy Marketing Investments, Inc. (collectively, the "Canadian Debtors") to commence plenary insolvency proceedings (the "Canadian Proceedings") in the Court of Queen's Bench of Alberta Judicial District of Calgary (the "Canadian Court") pursuant to the *Companies' Creditors Arrangement Act* (the "CCAA"). The Canadian Debtors are subject to the sole and exclusive jurisdiction of the Canadian Court.

BASIS FOR RELIEF

5. On _____, 2003, the Court entered an order (the "Order") approving procedures (the "Rejection Procedures") for the rejection of Contracts and Leases from time to time in furtherance of the reorganization efforts of the Debtors.

6. In summary, the procedures Order allows the Debtors, in the exercise of their business judgment, to reject any Contract or Lease determined to be unnecessary and/or burdensome to the Debtors' ongoing business operations following ten (10) business days from service via facsimile or overnight mail, to: (i) the counterparty under the respective Contract or Lease at the last known address available to the Debtors; (ii) counsel for the counterparty under the respective Contract or Lease who has appeared in these cases and has specifically requested notice of any rejection notice; and (iii) counsel for any statutory committees appointed in these cases. A copy of the Order is attached hereto as Exhibit "A".

7. Pursuant to the terms of the Order and N.D. TX L.B.R. 9014.1, unless a written objection hereto is filed and served in accordance with the terms of the Order, the following Leases and/or Contracts will be deemed rejected pursuant to 11 U.S.C. § 365(a) effective upon the expiration of the ten (10) business day notice period described above (the "Effective Date"):

**Title of Lease/Contract:
Effective Date of Rejection:
Parties to the Lease/Contract
and Contact Information:**

8. If an objection to this Motion is timely filed and served upon: White & Case, LLP, Wachovia Financial Center, 200 South Biscayne Blvd., Miami, Florida 33131, Attention: Thomas E Lauria, Esq. and Haynes and Boone, LLP, 901 Main Street, Suite 3100,

Dallas, Texas 75202, Attention: Judith Elkin, Esq., counsel for the Debtors, not later than ten (10) business days from the date of service of this Motion, the Debtors shall seek a hearing on the objection at the Court's earliest convenience. If such an objection to a Rejection Motion is timely received, and the Court ultimately upholds the Debtors' determination to reject the applicable Contract or Lease, then the applicable Contract or Lease shall be deemed rejected as of the date of such determination by the Court unless otherwise agreed, in writing, by the Debtors and the counterparty to the applicable Contract or Lease.

9. Pursuant to the Order, claims arising out of the rejection of Contracts and Leases must be filed with the Court, or any Court approved claims processing agent, by the later of: (i) the deadline for filing proofs of claims established by this Court or (ii) thirty (30) days after the Effective Date, or the date of the Order of the Court upholding the Debtors' determination to reject the applicable Contract or Lease, unless otherwise agreed, in writing, by the Debtors and the counterparty to a particular Contract or Lease (the "Rejection Claims Deadline").

10. Pursuant to the Order, any holder of a claim allegedly arising from the rejection of a Contract or Lease who fails to timely file a proof of such claim on or before the expiration of the Rejection Claims Deadline shall be (a) forever barred from asserting such claim against any of the Debtors; (b) forever barred from sharing in any distribution of the Debtors' estates or assets under any confirmed plan of reorganization or order of the Court authorizing distributions from the Debtors' estates; and (c) bound by the terms of any plan of reorganization confirmed in these chapter 11 cases and any order of the Court authorizing distributions from the Debtors' estates.

CONCLUSION

WHEREFORE, the Debtors respectfully request the relief requested herein and such other and further relief as this Court deems just and proper.

Dated: Fort Worth, Texas
_____, 2003

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

By _____

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Ian Peck
State Bar No. 24013306

-and-

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

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

EXHIBIT B

SERVICE AGREEMENT NO.
CONTROL NO.

75635
2003-04-28-0039

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of May, 2003, by and between:

Columbia Gas Transmission Corporation
("Transporter")
AND
Mirant Americas Energy Marketing L.P.
("Shipper")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284. 223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of May 1, 2003, and shall continue in full force and effect until March 31, 2004. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at Post Office Box 1273, Charleston, West Virginia 25325-1273, Attention: Manager - Commercial Services and notices to Shipper shall be addressed to it at:

Mirant Americas Energy Marketing L.P.
1155 Perimeter Center West
Suite 130
Atlanta, GA 30338-5416

until changed by either party by written notice.

SERVICE AGREEMENT NO. 75635
CONTROL NO. 2003-04-28-0039

FTS SERVICE AGREEMENT

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: N/A.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKEY
Title: _____
Date: _____

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title: _____
Date: _____

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Transportation Demand 1,350 Dth/Day

		<u>Primary Receipt Points</u>		Minimum Receipt Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Quantity (Dth/Day)	
801	TCO-LEACH	801			1,350

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
23-1	COL GAS OH OP 07-1	700102	TOLEDO MCMAHON		663		
23-1	COL GAS OH OP 07-1	700575	TIRO		0		
23-1	COL GAS OH OP 07-1	702918	NATIONAL ALFALFA NO.2		0		
23-1	COL GAS OH OP 07-1	703857	WHARTON		0		
23-1	COL GAS OH OP 07-1	705920	BOWLING GREEN		0		
23-1	COL GAS OH OP 07-1	706138	coh lime city		0		
23-1	COL GAS OH OP 07-1	706538	BUCYRUS		0		
23-1	COL GAS OH OP 07-1	706709	BOWLING GREEN		0		
23-1	U S GYPSUM 2-1	706884	us gypsum		0		
23-1	COL GAS OH OP 07-1	706942	FINDLAY		0		
23-1	COL GAS OH OP 07-1	706950	NORTH BALTIMORE		0		
23-1	COL GAS OH OP 07-1	706955	PLYMOUTH		0		
23-1	COL GAS OH OP 07-1	706976	FINDLAY		0		
23-1	COL GAS OH OP 07-1	706979	SHELBY		0		
23-1	COL GAS OH OP 07-1	706991	TOLEDO MAUMEE		267		
23-1	COL GAS OH OP 07-1	707093	SHELBY NO.2		0		
23-1	COL GAS OH OP 07-1	707134	OHIO STATE-GREENSPRINGS		0		
23-1	COL GAS OH OP 07-1	707295	BRUSH		0		
23-1	COL GAS OH OP 07-1	707709	GIBSONBURG		0		
23-1	COL GAS OH OP 07-1	707712	TIFFIN		0		
23-1	COL GAS OH OP 07-1	708094	TOLEDO LALENDORF		0		
23-1	COL GAS OH OP 07-1	708164	FREMONT		218		
23-1	COL GAS OH OP 07-1	708223	OHIO ROAD PAVING D-429		0		
23-1	COL GAS OH OP 07-1	708232	NATIONAL LIME		0		

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

			<u>Primary Delivery Points</u>					
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)		
23-1	COL GAS OH OP 07-1	708417	GENOA	0				
23-1	COL GAS OH OP 07-1	708429	FREMONT	0				
23-1	COL GAS OH OP 07-1	708609	P.P.G.-CRESTLINE	0				
23-1	COL GAS OH OP 07-1	708675	FOSTORIA	202				
23-1	COL GAS OH OP 07-1	708689	ONTARIO	0				
23-1	COL GAS OH OP 07-1	708951	DIVINE WORD SEMINAR D-531	0				
23-1	COL GAS OH OP 07-1	709103	FARM BUREAU #15	0				
23-1	COL GAS OH OP 07-1	709386	ATLAS ENGINE	0				
23-1	COL GAS OH OP 07-1	709395	ELMORE	0				
23-1	COL GAS OH OP 07-1	709419	WOODVILLE	0				
23-1	COL GAS OH OP 07-1	709476	HELENA	0				
23-1	COL GAS OH OP 07-1	709491	NORTH ROBINSON	0				
23-1	COL GAS OH OP 07-1	709507	ATTICA	0				
23-1	COL GAS OH OP 07-1	709521	OAK HARBOR	0				
23-1	COL GAS OH OP 07-1	709528	PORT CLINTON	0				
23-1	COL GAS OH OP 07-1	709530	BLOOMVILLE	0				
23-1	COL GAS OH OP 07-1	709540	MCCUTCHEMILLE	0				
23-1	COL GAS OH OP 07-1	709544	BLOOMDALE	0				
23-1	COL GAS OH OP 07-1	709547	PEMBERVILLE	0				
23-1	COL GAS OH OP 07-1	709551	NEW WASHINGTON	0				
23-1	COL GAS OH OP 07-1	709590	GREEN SPRING	0				
23-1	COL GAS OH OP 07-1	709598	GREENWICH	0				
23-1	COL GAS OH OP 07-1	709599	SHILOH	0				
23-1	COL GAS OH OP 07-1	709641	BRADNER	0				

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

				Primary Delivery Points		
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
23-1	COL GAS OH OP 07-1	709654	WAYNE	0		
23-1	COL GAS OH OP 07-1	709660	LUCKEY	0		
23-1	COL GAS OH OP 07-1	709680	RUDOLPH	0		
23-1	COL GAS OH OP 07-1	709681	REPUBLIC	0		
23-1	COL GAS OH OP 07-1	709682	NEW REIGEL	0		
23-1	COL GAS OH OP 07-1	709697	MILLBURY	0		
23-1	COL GAS OH OP 07-1	709719	RISING SUN	0		
23-1	COL GAS OH OP 07-1	709827	SYCAMORE	0		
23-1	COL GAS OH OP 07-1	709934	B.F. WALTON & SONS NO.1	0		
23-1	COL GAS OH OP 07-1	710646	BASIC, INC. D-513	0		
23-1	COL GAS OH OP 07-1	710669	CRESTLINE	0		
23-1	COL GAS OH OP 07-1	710674	NEW HAVEN	0		
23-1	COL GAS OH OP 07-1	710734	EPWORTH-CRESTVIEW J. HIGH	0		
23-1	COL GAS OH OP 07-1	710737	WILLISTON	0		
23-1	COL GAS OH OP 07-1	710782	ALVADA FARM	0		
23-1	COL GAS OH OP 07-1	711006	ADRIAN ELEVATOR	0		
23-1	COL GAS OH OP 07-1	711041	OHIO LIME NO. 2	0		
23-1	COL GAS OH OP 07-1	711142	B.F. WALTON & SONS NO.2 D-34	0		
23-1	COL GAS OH OP 07-1	711143	PORT CLINTON	0		
23-1	COL GAS OH OP 07-1	711242	WALTON, WILLIAM D-563	0		
23-8	COL GAS OH OP 07-8	711288	MANSFIELD SANITARY NO. 2	0		
23-1	COL GAS OH OP 07-1	711290	FREMONT	0		
23-1	COL GAS OH OP 07-1	711293	LACARNE	0		
23-1	COL GAS OH OP 07-1	711446	BAKER, J E	0		

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

				Primary Delivery Points		
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
23-1	COL GAS OH OP 07-1	711471	OWENS-ILLINOIS GLASS NO.3	0		
23-1	COL GAS OH OP 07-1	711473	U.S. GENERAL SERVICE NO.2	0		
23-1	COL GAS OH OP 07-1	711553	MOTT GRAIN	0		
23-1	COL GAS OH OP 07-1	711612	BASCOM	0		
23-1	COL GAS OH OP 07-1	711749	WILLARD	0		
23-1	COL GAS OH OP 07-1	711783	MIDLAND ROSS	0		
23-1	COL GAS OH OP 07-1	711810	KOEHLER GRAIN	0		
23-1	COL GAS OH OP 07-1	711926	GENOA	0		
23-1	COL GAS OH OP 07-1	712021	MARTIN MARIETTA	0		
23-1	COL GAS OH OP 07-1	712107	UPPER SANDUSKY	0		
23-1	COL GAS OH OP 07-1	712121	coh findlay d-640	0		
23-1	COL GAS OH OP 07-1	712234	CAREY	0		
23-1	COL GAS OH OP 07-1	712399	KELSEY HAYES NO.3	0		
23-1	COL GAS OH OP 07-1	712449	FORT SENECA	0		
23-1	COL GAS OH OP 07-1	712552	JOHNS MANVILLE	0		
23-1	COL GAS OH OP 07-1	712666	SUGAR RIDGE	0		
23-1	COL GAS OH OP 07-1	713002	WOODVILLE LIME	0		
23-1	COL GAS OH OP 07-1	714295	CARBO TOOL AND DIE	0		
23-1	COL GAS OH OP 07-1	714422	RUAL SERVICES	0		
23-1	COL GAS OH OP 07-1	719903	CHURCH & DWIGHT	0		
23-1	COL GAS OH OP 07-1	720203	TERRA TECH. COLLEGE	0		
23-1	COL GAS OH OP 07-1	729231	OLD FORT	0		
23-1	COL GAS OH OP 07-1	733472	CELOTEX	0		
23-1	COL GAS OH OP 07-1	735485	SHELBY D-358	0		

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Delivery Points	Maximum Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
23-1	COL GAS OH OP 07-1	746163	MARTIN MARIETTA BASIC PRODUCTS		0		

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

1/ All gas shall be delivered at existing points of interconnection within the MDDO's and/or ADQ's, and/or DDQ's, as applicable, in Transporter's currently effective SST service agreements with Shipper, which for such points set forth are incorporated herein by reference.

Revision No. 0
Control No. 2003-04-28-0039

Appendix A to Service Agreement No. 75635
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

The Master list of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for the purposes of listing valid secondary interruptible receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of May 1, 2003. This Appendix A shall cancel and supersede the previous Appendix A effective as of N/A, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said agreement shall remain in full force and effect.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKAY
Title:
Date:

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title:
Date:

SERVICE AGREEMENT NO.
CONTROL NO.

75636
2003-04-28-0040

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of May, 2003, by and between:

Columbia Gas Transmission Corporation
("Transporter")
AND
Mirant Americas Energy Marketing L.P.
("Shipper")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284.223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of May 1, 2003, and shall continue in full force and effect until March 31, 2004. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at Post Office Box 1273, Charleston, West Virginia 25325-1273, Attention: Manager – Commercial Services and notices to Shipper shall be addressed to it at:

Mirant Americas Energy Marketing L.P.
1155 Perimeter Center West
Suite 130
Atlanta, GA 30338-5416

until changed by either party by written notice.

SERVICE AGREEMENT NO. 75636
CONTROL NO. 2003-04-28-0040

FTS SERVICE AGREEMENT

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: N/A.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKEY
Title:
Date:

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title:
Date:

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Transportation Demand 260 Dth/Day

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Receipt Points	Maximum Daily Quantity (Dth/Day)	Minimum Receipt Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
801	TCO-LEACH	801			260		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
GCO03	GATHERCO 3-9	700315	GALLIPOLIS		0		
23-9	COL GAS OH OP 07-9	700412	BARNSVILLE		0		
23-9	COL GAS OH OP 07-9	700452	CORNING		0		
23-9	COL GAS OH OP 07-9	700527	NEWCOMERSTOWN		0		
23-9	COL GAS OH OP 07-9	700557	SHAWNEE		0		
GCO01	GATHERCO 1-2	700666	BAY VILLAGE		0		
GCO03	GATHERCO 3-9	700685	OW-5391		0		
23-9	COL GAS OH OP 07-9	702386	CALDWELL		0		
23-9	COL GAS OH OP 07-9	702801	CROOKSVILLE		0		
23-9	COL GAS OH OP 07-9	703918	RAY-O-VAC		0		
GCO03	GATHERCO 3-9	704192	PERKINS-YOUNG		0		
23-9	COL GAS OH OP 07-9	704270	MIFFLIN		0		
23-9	COL GAS OH OP 07-9	704655	BARNSVILLE		0		
23-9	COL GAS OH OP 07-9	704658	DERWENT		0		
23-9	COL GAS OH OP 07-9	704704	BELLE VALLEY		0		
23-9	COL GAS OH OP 07-9	705008	PAYNTER & ASSOCIATES		0		
GCO03	GATHERCO 3-9	705225	DEAVERTOWN		0		
23-9	COL GAS OH OP 07-9	705349	SUNSTONE CORP.		0		
23-9	COL GAS OH OP 07-9	705557	GLEN GERY NO.3		0		
23-9	COL GAS OH OP 07-9	705570	LOGAN		0		
GCO01	GATHERCO 1-2	705633	BEATTY-MIHALEK		0		
23-9	COL GAS OH OP 07-9	705750	COSHOCOTON		0		
23-9	COL GAS OH OP 07-9	706098	ALBANY GAS		0		
23-9	COL GAS OH OP 07-9	706155	POMEROY		0		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

			Primary Delivery Points					
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)		
23-9	COL GAS OH OP 07-9	706316	NELSONVILLE	0				
23-9	COL GAS OH OP 07-9	706333	MIDDLEPORT-BRADBURY	0				
23-9	COL GAS OH OP 07-9	706346	CAMBRIDGE 0-6	0				
23-9	COL GAS OH OP 07-9	706377	COH CAMBRIDGE 0 55	0				
23-9	COL GAS OH OP 07-9	706465	NEW LEXINGTON	0				
23-9	COL GAS OH OP 07-9	706497	CLEVITE BEARING	0				
23-9	COL GAS OH OP 07-9	706722	CHAMPION SPARK PLUG NO.2	0				
GCO04	GATHERCO 4-9	706803	BASQUIN	0				
23-9	COL GAS OH OP 07-9	706867	ZANESVILLE	0				
23-9	COL GAS OH OP 07-9	706886	ATHENS	0				
GCO01	GATHERCO 1-2	707016	BEATTY-KAMMS	0				
23-9	COL GAS OH OP 07-9	707028	MURRAY CITY	0				
23-9	COL GAS OH OP 07-9	707701	POMEROY	0				
23-9	COL GAS OH OP 07-9	708062	REICHHOLD CHEM.NO.1	0				
GCO03	GATHERCO 3-9	708202	ROBERSON DREHER	0				
23-9	COL GAS OH OP 07-9	708381	UNIVERSAL CYCLOP	0				
23-9	COL GAS OH OP 07-9	708441	CHESTER	0				
23-9	COL GAS OH OP 07-9	708447	BARTLETT	0				
23-9	COL GAS OH OP 07-9	708466	BETHESDA	0				
23-9	COL GAS OH OP 07-9	708471	ST.CLAIRSVILLE	0				
23-9	COL GAS OH OP 07-9	708720	SENECAVILLE	0				
GCO04	GATHERCO 4-9	708791	BRIAR HILL	0				
23-9	COL GAS OH OP 07-9	708922	KING-MC FREDRICK	0				
23-9	COL GAS OH OP 07-9	709019	G.E. NEW CONCORD	0				

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
23-9	COL GAS OH OP 07-9	709080	NEW STRAITSVILLE		0		
23-9	COL GAS OH OP 07-9	709153	OLD WASHINGTON		0		
23-9	COL GAS OH OP 07-9	709384	ATHENS		0		
23-9	COL GAS OH OP 07-9	709437	CHESHIRE		0		
23-9	COL GAS OH OP 07-9	709460	PINKERTON LANE		0		
23-9	COL GAS OH OP 07-9	709463	COH Malta-McConnellsville		0		
23-9	COL GAS OH OP 07-9	709464	ST. LOUISVILLE		0		
23-9	COL GAS OH OP 07-9	709465	GLOUSTER		0		
23-9	COL GAS OH OP 07-9	709472	DRESDEN		0		
23-9	COL GAS OH OP 07-9	709498	PORT WASHINGTON		0		
23-9	COL GAS OH OP 07-9	709515	BEVERLY		0		
23-9	COL GAS OH OP 07-9	709517	GNADENHUTTEN		0		
23-9	COL GAS OH OP 07-9	709520	SOMERSET		0		
23-9	COL GAS OH OP 07-9	709529	CHESTERHILL		0		
23-9	COL GAS OH OP 07-9	709536	NEW CONCORD		0		
23-9	COL GAS OH OP 07-9	709543	SALESVILLE		0		
23-9	COL GAS OH OP 07-9	709546	WHITE COTTAGE		0		
23-9	COL GAS OH OP 07-9	709553	RUSHVILLE		0		
23-9	COL GAS OH OP 07-9	709554	EAST FULTONHAM		0		
23-9	COL GAS OH OP 07-9	709559	HOMER		0		
23-9	COL GAS OH OP 07-9	709560	NEFFS		0		
23-9	COL GAS OH OP 07-9	709561	BUCKEYE LAKE		0		
23-9	COL GAS OH OP 07-9	709562	HEMLOCK		0		
GCO03	GATHERCO 3-9	709567	BLADENSBURG		0		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Delivery Points	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
23-9	COL GAS OH OP 07-9	709575	THORNVILLE		0		
23-9	COL GAS OH OP 07-9	709582	UTICA		0		
23-9	COL GAS OH OP 07-9	709594	AMESVILLE		0		
23-9	COL GAS OH OP 07-9	709621	QUAKER CITY		0		
23-9	COL GAS OH OP 07-9	709625	FAIRDALE		0		
23-9	COL GAS OH OP 07-9	709628	WATERTOWN		0		
23-9	COL GAS OH OP 07-9	709639	NORWICH		0		
23-9	COL GAS OH OP 07-9	709643	HOLLISTER		0		
23-9	COL GAS OH OP 07-9	709644	WHIPPLE FQ-439		0		
GCO03	GATHERCO 3-9	709653	WARNER-LOWER SALEM		0		
23-9	COL GAS OH OP 07-9	709663	CARBON HILL		0		
23-9	COL GAS OH OP 07-9	709669	LOWELL		0		
23-9	COL GAS OH OP 07-9	709672	UNION FURNACE		0		
23-9	COL GAS OH OP 07-9	709673	WEST LAFAYETTE		0		
23-9	COL GAS OH OP 07-9	709711	TRIMBLE		0		
23-9	COL GAS OH OP 07-9	709712	SARASVILLE		0		
23-9	COL GAS OH OP 07-9	709713	BUFFALO		0		
23-9	COL GAS OH OP 07-9	709714	FULTONHAM		0		
23-9	COL GAS OH OP 07-9	709716	THE PLAINS		0		
23-9	COL GAS OH OP 07-9	709729	COAL RUN		0		
GCO03	GATHERCO 3-9	709730	MARTINBURG		0		
23-9	COL GAS OH OP 07-9	709731	JACOBSBURG		0		
GCO03	GATHERCO 3-9	709748	ZANESVILLE		0		
GCO03	GATHERCO 3-9	709756	STEWART		0		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
23-9	COL GAS OH OP 07-9	709758		BELMONT	0		
23-9	COL GAS OH OP 07-9	709759		CENTERVILLE	0		
23-9	COL GAS OH OP 07-9	709762		BUCKEYE LAKE	0		
23-9	COL GAS OH OP 07-9	709770		PLEASANT CITY	0		
23-9	COL GAS OH OP 07-9	709773		FRAZEYSBURG	0		
GCO03	GATHERCO 3-9	709780		WARSAW	0		
23-9	COL GAS OH OP 07-9	709797		ROCKBRIDGE	0		
23-9	COL GAS OH OP 07-9	709798		ENTERPRISE	0		
23-9	COL GAS OH OP 07-9	709821		HOMER	0		
23-9	COL GAS OH OP 07-9	709826		BREMAN	0		
23-9	COL GAS OH OP 07-9	709860		BYESVILLE	0		
23-9	COL GAS OH OP 07-9	709878		JACKSONVILLE	0		
23-9	COL GAS OH OP 07-9	709879		STOCKPORT	0		
23-9	COL GAS OH OP 07-9	709901		CHAUNCEY	0		
23-9	COL GAS OH OP 07-9	709913		HOLMESVILLE	0		
23-9	COL GAS OH OP 07-9	709917		JUNCTION CITY	0		
23-9	COL GAS OH OP 07-9	709930		PETROX INC-ROYALTON	0		
GCO01	GATHERCO 1-2	709937		NORTH RIDGEVILLE	0		
23-9	COL GAS OH OP 07-9	710505		MORRISTOWN	0		
23-9	COL GAS OH OP 07-9	710550		PENNSVILLE	0		
23-9	COL GAS OH OP 07-9	710578		PLEASANTVILLE	0		
23-9	COL GAS OH OP 07-9	710581		KANAUGA	0		
23-9	COL GAS OH OP 07-9	710586		BUCKEYE LAKE	0		
GCO01	GATHERCO 1-2	710619		AVON	0		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
23-9	COL GAS OH OP 07-9	710647	LORE CITY		0		
GCO03	GATHERCO 3-9	710700	COOLVILLE		0		
GCO04	GATHERCO 4-9	710731	WEST HOLMES HIGH		0		
GCO03	GATHERCO 3-9	710754	CLARK		0		
23-9	COL GAS OH OP 07-9	710760	CLYMER KILE (LOWELL)		0		
23-9	COL GAS OH OP 07-9	710778	SUMMERFIELD		0		
23-9	COL GAS OH OP 07-9	710801	TAYLOR WOODCRAFT		0		
23-9	COL GAS OH OP 07-9	710866	EAST OHIO-RAINBOW DR.		0		
GCO03	GATHERCO 3-9	710995	REEDSVILLE		0		
23-9	COL GAS OH OP 07-9	711017	KINGSFORD BUILDING		0		
GCO03	GATHERCO 3-9	711034	ZANESVILLE		0		
GCO03	GATHERCO 3-9	711043	ZANESVILLE		0		
23-9	COL GAS OH OP 07-9	711108	CLYMER-FRITSCH		0		
23-9	COL GAS OH OP 07-9	711144	LANCASTER GLASS NO.2		0		
23-9	COL GAS OH OP 07-9	711153	ZANESVILLE		164		
23-9	COL GAS OH OP 07-9	711165	BEECH GROVE		0		
23-9	COL GAS OH OP 07-9	711218	BOWERSTON SHALE		0		
23-9	COL GAS OH OP 07-9	711329	COLFAX		0		
23-9	COL GAS OH OP 07-9	711506	HAYDENVILLE		0		
23-9	COL GAS OH OP 07-9	711692	ALBANY-NEW MARSHFIELD		0		
23-9	COL GAS OH OP 07-9	711744	WHIPPLE NO.2		0		
23-9	COL GAS OH OP 07-9	711942	FILLMAN GRAIN		0		
GCO01	GATHERCO 1-2	711968	WESTLAKE		0		
23-9	COL GAS OH OP 07-9	712046	COH ATHENS E 61		31		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Scheduling Point No.	Primary Delivery Points		Minimum Delivery Pressure Obligation (psig)	Maximum Daily Delivery Obligation (Dth/day) 1/	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point No.			
23-9	COL GAS OH OP 07-9	712081	CONESVILLE		0	0	
GCO03	GATHERCO 3-9	712133	FAIRDALE		0	0	
23-9	COL GAS OH OP 07-9	712230	ST. JOSEPH		0	0	
23-9	COL GAS OH OP 07-9	712291	GLENCO		0	0	
23-9	COL GAS OH OP 07-9	712369	SALT FORK STATE PARK		0	0	
23-9	COL GAS OH OP 07-9	712627	COSHOCKTON		65	65	
GCO03	GATHERCO 3-9	712637	CUMBERLAND		0	0	
23-9	COL GAS OH OP 07-9	712864	GALLIPOLIS		0	0	
GCO03	GATHERCO 3-9	712865	GALLIPOLIS		0	0	
GCO03	GATHERCO 3-9	713300	ZANESVILLE		0	0	
GCO03	GATHERCO 3-9	713313	WERNER-DREHER,		0	0	
GCO03	GATHERCO 3-9	713460	ZANESVILLE		0	0	
23-9	COL GAS OH OP 07-9	713516	ROSEVILLE		0	0	
23-9	COL GAS OH OP 07-9	713596	MERIDIAN-WOLFE, DIST. LN.		0	0	
23-9	COL GAS OH OP 07-9	713597	MERIDIAN-MCGUIRE, DIST. LN.		0	0	
23-9	COL GAS OH OP 07-9	713620	ZANESVILLE SOUTH		0	0	
23-9	COL GAS OH OP 07-9	714384	HOUSE OF METALS		0	0	
GCO03	GATHERCO 3-9	714685	SHELLY&SANDS ASPHALT FO-1776		0	0	
23-9	COL GAS OH OP 07-9	714874	H.B. REED		0	0	
GCO03	GATHERCO 3-9	716645	WELL#264		0	0	
GCO01	GATHERCO 1-2	716662	WHIPPLE-MEDINA		0	0	
23-9	COL GAS OH OP 07-9	716687	SUGAR GROVE		0	0	
GCO01	GATHERCO 1-2	716833	TIPKA, WILLIAM N.		0	0	
GCO01	GATHERCO 1-2	719360	HINCKLEY		0	0	

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
GCO01	GATHERCO 1-2	719662	NORTH RIDGEVILLE		0		
23-9	COL GAS OH OP 07-9	721409	BARNSVILLE-TACOMA		0		
23-9	COL GAS OH OP 07-9	721835	MILLERSBURG		0		
GCO03	GATHERCO 3-9	722137	KILLBUCK		0		
23-9	COL GAS OH OP 07-9	722230	NESBETT-LORAIN STG.		0		
GCO02	GATHERCO 2-9	729013	WALNUT CREEK		0		
GCO01	GATHERCO 1-2	729766	MIDVIEW SCHOOL		0		
23-9	COL GAS OH OP 07-9	734746	ADAMSVILLE		0		
23-9	COL GAS OH OP 07-9	744405	LANCASTER SAND & GRAVEL		0		
23-9	COL GAS OH OP 07-9	744407	TAYKO DL-3375 (RS-3913-D)L-3261		0		

Revision No. 0
Control No. 2003-04-28-0040

Appendix A to Service Agreement No. 75636
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

1/ All gas shall be delivered at existing points of interconnection within the MDDO's and/or ADQ's, and/or DDQ's, as applicable, in Transporter's currently effective SST service agreements with Shipper, which for such points set forth are incorporated herein by reference.

Appendix A to Service Agreement No. 75636
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

The Master list of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for the purposes of listing valid secondary interruptible receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of May 1, 2003. This Appendix A shall cancel and supersede the previous Appendix A effective as of N/A, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said agreement shall remain in full force and effect.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKEY
Title:
Date:

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title:
Date:

SERVICE AGREEMENT NO.
CONTROL NO.

75637
2003-04-28-0041

FTS SERVICE AGREEMENT

THIS AGREEMENT, made and entered into this 9 day of May, 2003, by and between:

Columbia Gas Transmission Corporation
("Transporter")
AND
Mirant Americas Energy Marketing L.P.
("Shipper")

WITNESSETH: That in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Service to be Rendered. Transporter shall perform and Shipper shall receive service in accordance with the provisions of the effective FTS Rate Schedule and applicable General Terms and Conditions of Transporter's FERC Gas Tariff, Second Revised Volume No. 1 (Tariff), on file with the Federal Energy Regulatory Commission (Commission), as the same may be amended or superseded in accordance with the rules and regulations of the Commission. The maximum obligation of Transporter to deliver gas hereunder to or for Shipper, the designation of the points of delivery at which Transporter shall deliver or cause gas to be delivered to or for Shipper, and the points of receipt at which Shipper shall deliver or cause gas to be delivered, are specified in Appendix A, as the same may be amended from time to time by agreement between Shipper and Transporter, or in accordance with the rules and regulations of the Commission. Service hereunder shall be provided subject to the provisions of Part 284. 223 of Subpart G of the Commission's regulations. Shipper warrants that service hereunder is being provided on behalf of Shipper.

Section 2. Term. Service under this Agreement shall commence as of May 1, 2003, and shall continue in full force and effect until March 31, 2004. Pre-granted abandonment shall apply upon termination of this Agreement, subject to any right of first refusal Shipper may have under the Commission's regulations and Transporter's Tariff.

Section 3. Rates. Shipper shall pay Transporter the charges and furnish Retainage as described in the above-referenced Rate Schedule, unless otherwise agreed to by the parties in writing and specified as an amendment to this Service Agreement.

Section 4. Notices. Notices to Transporter under this Agreement shall be addressed to it at Post Office Box 1273, Charleston, West Virginia 25325-1273, Attention: Manager - Commercial Services and notices to Shipper shall be addressed to it at:

Mirant Americas Energy Marketing L.P.
1155 Perimeter Center West
Suite 130
Atlanta, GA 30338-5416

until changed by either party by written notice.

SERVICE AGREEMENT NO. 75637
CONTROL NO. 2003-04-28-0041

FTS SERVICE AGREEMENT

Section 5. Superseded Agreements. This Service Agreement supersedes and cancels, as of the effective date hereof, the following Service Agreements: N/A.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKEY
Title:
Date:

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title:
Date:

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Transportation Demand 225 Dth/Day

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Receipt Points	
				Maximum Daily Quantity (Dth/Day)	Minimum Receipt Pressure Obligation (psig)
801	TCO-LEACH	801		225	Hourly Flowrate (Dth/hour)

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
23-8	COL GAS OH OP 07-8	700446	CHILLICOTHE		0		
23-8	COL GAS OH OP 07-8	700480	HAMDEN		0		
23-8	COL GAS OH OP 07-8	702476	MANSFIELD SOUTH		31		
23-8	COL GAS OH OP 07-8	703413	PERRYSVILLE		0		
23-8	COL GAS OH OP 07-8	703675	MALABAR FARM		0		
23-8	COL GAS OH OP 07-8	704910	OGLEBAY NORTON INDUSTRIAL SAND		0		
23-8	COL GAS OH OP 07-8	705842	PLIBRICO NO.1		0		
23-8	COL GAS OH OP 07-8	706246	JACKSON ALUMINUM		0		
23-8	COL GAS OH OP 07-8	706254	NEWARK		72		
23-8	COL GAS OH OP 07-8	706281	WELLSTON		0		
23-8	COL GAS OH OP 07-8	706621	MT. VERNON		0		
23-8	COL GAS OH OP 07-8	706750	MANSFIELD NORTH		122		
23-8	COL GAS OH OP 07-8	706925	LAURELVILLE		0		
23-8	COL GAS OH OP 07-8	707639	BAUGHMAN MKT.		0		
23-8	COL GAS OH OP 07-8	707678	CAMBRIA CLAY		0		
23-8	COL GAS OH OP 07-8	708813	LEXINGTON SOUTH		0		
23-8	COL GAS OH OP 07-8	709154	Mansfield Eastview		0		
23-8	COL GAS OH OP 07-8	709192	MCARTHUR		0		
23-8	COL GAS OH OP 07-8	709238	COH Baltimore G-3		0		
23-8	COL GAS OH OP 07-8	709329	POSSUM GREEN		0		
23-8	COL GAS OH OP 07-8	709467	SOUTH WEBSTER		0		
23-8	COL GAS OH OP 07-8	709548	BELLEVILLE		0		
23-8	COL GAS OH OP 07-8	709563	ETNA J-24		0		
23-8	COL GAS OH OP 07-8	709572	KIRKERSVILLE		0		

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Primary Delivery Points		Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)
			Measuring Point Name	Measuring Point Name			
23-8	COL GAS OH OP 07-8	709573	OUTSVILLE		0		
23-8	COL GAS OH OP 07-8	709574	THURSTON		0		
23-8	COL GAS OH OP 07-8	709576	MANSFIELD,IMPALA		0		
23-8	COL GAS OH OP 07-8	709592	BRANDON		0		
23-8	COL GAS OH OP 07-8	709610	HALLSVILLE		0		
23-8	COL GAS OH OP 07-8	709611	PATASKALA J-23		0		
23-8	COL GAS OH OP 07-8	709612	JACKSONTOWN		0		
23-8	COL GAS OH OP 07-8	709618	HEBRON		0		
23-8	COL GAS OH OP 07-8	709666	ASHLAND		0		
23-8	COL GAS OH OP 07-8	709679	BUTLER		0		
23-8	COL GAS OH OP 07-8	709685	HOWARD		0		
23-8	COL GAS OH OP 07-8	709699	LUCAS		0		
23-8	COL GAS OH OP 07-8	709732	MILLWOOD		0		
23-8	COL GAS OH OP 07-8	709757	GRANVILLE		0		
23-8	COL GAS OH OP 07-8	709760	KINGSTON		0		
23-8	COL GAS OH OP 07-8	709761	MILLERSPORT		0		
23-8	COL GAS OH OP 07-8	709763	GAMBIER		0		
23-8	COL GAS OH OP 07-8	709796	MT. VERNON		0		
23-8	COL GAS OH OP 07-8	709824	ALEXANDRIA K-212		0		
23-8	COL GAS OH OP 07-8	709849	LEIBS ISLAND		0		
23-8	COL GAS OH OP 07-8	709883	GRANVILLE		0		
23-8	COL GAS OH OP 07-8	710628	RESORTS,INC.		0		
23-8	COL GAS OH OP 07-8	710661	OAK HILL		0		
23-8	COL GAS OH OP 07-8	710690	MT. VERNON-GREEN VALLEY		0		

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637

Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

				Primary Delivery Points			
Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	Hourly Flowrate (Dth/hour)	
23-8	COL GAS OH OP 07-8	710811	GLENROY	0			
23-8	COL GAS OH OP 07-8	711116	CEDAR HEIGHTS CLAY	0			
23-8	COL GAS OH OP 07-8	711237	PLIBRICO NO.2 B-572	0			
23-8	COL GAS OH OP 07-8	711588	BANQUET FOODS(JENO'S)	0			
23-8	COL GAS OH OP 07-8	711707	MANSFIELD,IMPERIAL	0			
23-8	COL GAS OH OP 07-8	712004	PYRO PLANT	0			
23-8	COL GAS OH OP 07-8	712256	COALTON	0			
23-8	COL GAS OH OP 07-8	712573	KITTS HILL	0			
23-8	COL GAS OH OP 07-8	712628	MT. VERNON,NAZARENE	0			
23-8	COL GAS OH OP 07-8	712743	COH FREDERICKTOWN	0			
23-8	COL GAS OH OP 07-8	712825	COH Jackson	0			
23-8	COL GAS OH OP 07-8	712891	MANSFIELD METAL DD-581	0			
GCO03	GATHERCO 3-9	712956	OHIO DEPT. NATUL.	0			
23N-7	COL GAS OH OP 05-7	713225	MYRON KOLBE GRAIN	0			
23-8	COL GAS OH OP 07-8	713510	COLUMBUS OAKS	0			
23-8	COL GAS OH OP 07-8	713541	SOUTH POINT	0			
23-8	COL GAS OH OP 07-8	713542	Burlington	0			
GCO03	GATHERCO 3-9	713547	BUFFALO CK. TO SOUTH POINT D.P.	0			
23-8	COL GAS OH OP 07-8	714600	EARL PAGE	0			
23-8	COL GAS OH OP 07-8	714810	D.A.PARKINSON G.D.	0			
23-8	COL GAS OH OP 07-8	719593	ARCHWAY COOKIES	0			
23-8	COL GAS OH OP 07-8	719839	BUCKEYE LAKE,WEST BANK	0			
23-8	COL GAS OH OP 07-8	719945	GREENBRIER MOBIL HOME	0			
23-8	COL GAS OH OP 07-8	719974	KOKOSING CNT.	0			

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

Scheduling Point No.	Scheduling Point Name	Measuring Point No.	Measuring Point Name	Primary Delivery Points		Hourly Flowrate (Dth/hour)
				Maximum Daily Delivery Obligation (Dth/day) 1/	Minimum Delivery Pressure Obligation (psig)	
23-8	COL GAS OH OP 07-8	725622	LITTLE WASHINGTON	0		
23-3	COL GAS OH OP 07-3	730476	RICHLAND MOLDED BRICK	0		
23-8	COL GAS OH OP 07-8	734185	ROLAND ESTATES	0		
23-8	COL GAS OH OP 07-8	745014	TIMBUK FARMS	0		

Revision No. 0
Control No. 2003-04-28-0041

Appendix A to Service Agreement No. 75637
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

1/ All gas shall be delivered at existing points of interconnection within the MDO's and/or ADQ's, and/or DDQ's, as applicable, in Transporter's currently effective SST service agreements with Shipper, which for such points set forth are incorporated herein by reference.

Appendix A to Service Agreement No. 75637
Under Rate Schedule FTS
Between (Transporter) Columbia Gas Transmission Corporation
and (Shipper) Mirant Americas Energy Marketing L.P.

The Master list of Interconnects (MLI) as defined in Section 1 of the General Terms and Conditions of Transporter's Tariff is incorporated herein by reference for the purposes of listing valid secondary interruptible receipt points and delivery points.

Service changes pursuant to this Appendix A shall become effective as of May 1, 2003. This Appendix A shall cancel and supersede the previous Appendix A effective as of N/A, to the Service Agreement referenced above. With the exception of this Appendix A, all other terms and conditions of said agreement shall remain in full force and effect.

Mirant Americas Energy Marketing L.P.

By: NAV0491
Name: DOUGLAS K. MACKEY
Title:
Date:

Columbia Gas Transmission Corporation

By: TCO0401
Name: Steven R. Stonestreet
Title:
Date: