

**ENTERED**

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

TAWANA C. 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)
	)	Jointly Administered
Debtors.	)	
	)	Date and Time: May 26, 2004
	)	10:30 a.m.
	)	
	)	Continued Hearing Date and Time:
	)	June 2, 2004 at 10:30 a.m.

**ORDER CONTINUING HEARING ON MOTION TO REJECT BOSQUE TOLLING AGREEMENT BETWEEN DEBTOR MIRANT AMERICAS ENERGY MARKETING LP AND DEBTOR MIRANT TEXAS, LLC**

Upon the motion,<sup>1</sup> dated April 12, 2004, (the "Motion") of Mirant Americas Energy Marketing, LP ("MAEM") to reject that certain "Bosque Tolling Agreement" between MAEM and Mirant Texas, LLC ("Mirant Texas"), both of which are Debtors herein,

**IT IS HEREBY ORDERED:**

1. The hearing on the Motion is adjourned until Wednesday, June 2, 2004.
2. MAEM will make Scott Connelly available on June 1, 2004 for deposition by the MAG Committee in Ft. Worth, Texas at a mutually agreeable time regarding the subject matter of his affidavit in support of the Motion (styled as the "Affidavit of Scott Connelly in Support of Debtors' Motion To Reject Bosque Tolling Agreement Between Debtor Mirant Americas Energy Marketing LP and Debtor Mirant Texas, LLC"), and the financial results of prior and potential future performance under the Bosque Tolling Agreement.

<sup>1</sup> Unless otherwise defined herein, capitalized terms have the same meaning ascribed to them in the Motion.

3. In the event the Court grants the Motion, Mirant Americas Energy Marketing (“MAEM”) shall be made whole by Mirant Texas, LLC for the additional week of performance as a consequence of the adjournment; provided however, nothing herein shall be construed to be a limitation upon MAEM’s right, if any, to seek reimbursement of other pre-rejection payments made to Mirant Texas, LLC in addition to the amounts attributable to the delay caused by the adjournment and Mirant Americas Generation, LLC reserves all rights to contest any such reimbursement of other pre-rejection payments.

4. Except as set forth explicitly herein, all other rights of the parties are preserved.

**IT IS SO ORDERED.**

Dated: May 26, 2004



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D. Michael Lynn,  
United States Bankruptcy Judge