

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

**ENTERED**  
WANA C. MARSHALL, CLERK  
THE DATE OF ENTRY IS  
ON THE COURT'S DOCKET

\_\_\_\_\_  
In re )  
 )  
MIRANT CORPORATION, et al., )  
 )  
 )  
Debtors. )  
\_\_\_\_\_ )

Chapter 11 Case  
Case No. 03-46590-DML-11  
Jointly Administered

**ORDER GRANTING DEBTORS' MOTION TO ENFORCE THE AUTOMATIC STAY AGAINST THE BONNEVILLE POWER ADMINISTRATION AND FOR CONTEMPT**

Came on for consideration the motion, dated October 17, 2003 (the "Motion"), of Mirant Corporation and its affiliated debtors (collectively, the "Debtors"), as debtors-in-possession, for an order (i) holding the Bonneville Power Administration ("BPA") in civil contempt for having violated and disregarded the automatic stay; (ii) directing BPA to remedy its violations of the automatic stay by immediately withdrawing the Termination Letter (as defined by the Motion); (iii) assessing appropriate compensatory payments for its willful violation of the automatic stay, including, but not limited to, reimbursing the Debtors for their reasonable attorneys' fees and costs in connection with the enforcement of the automatic stay; and (iv) granting the Debtors such other and further relief as may be just and proper. It appears to the Court that the Court has jurisdiction over this matter; and that due notice of the Motion has been provided as set forth in the Certificate of Service accompanying the Motion, and that no other or further notice need be provided. After considering the Motion, the Response of the United States of America to Debtors' Motion to Enforce the Automatic Stay and for Contempt (the "BPA Response") and of the Debtors' Reply to the Response of the United States of America to Debtors Motion to Enforce the Automatic Stay and for Contempt (the "Debtors' Reply") and the evidence and

argument presented at the hearing on the Motion; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore, the Court finds that BPA violated the automatic stay. BPA can cure this violation by immediately withdrawing the Termination Letter, reinstating the Confirmation Agreement, and returning the parties to the status quo. Therefore, it is hereby

**ORDERED** capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion; and it is further

**ORDERED** that the Motion is **GRANTED** in part; and it is further

**ORDERED** that any relief sought in the BPA Response is hereby denied; and it is further

**ORDERED** that BPA is directed to remedy its violations of the automatic stay by immediately taking all actions necessary to withdraw the Termination Letter, reinstate the Confirmation Agreement, cease all extra-judicial actions to terminate the Agreement, and return the Parties to the status quo which existed immediately prior to the delivery of the Termination Letter.

DATED: November 14, 2003

  
\_\_\_\_\_  
HONORABLE D. MICHAEL LYNN  
UNITED STATES BANKRUPTCY JUDGE

**Agreed to as to form and substance:**

/s/ Robin Phelan

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