

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

**U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS**

ENTERED

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

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

**ORDER GRANTING DEBTORS' MOTION REQUESTING AUTHORITY,
PURSUANT 11 U.S.C. §§ 363 AND 365 TO (I) ENTER INTO THE AGREEMENT
OF LEASE BETWEEN MIRANT CORPORATION AND 601 THIRTEENTH
STREET, N.W. ASSOCIATES LIMITED PARTNERSHIP; AND (II) TO REJECT
(A) THE LEASE AGREEMENT BETWEEN MIRANT CORPORATION AND 901
F. STREET VENTURE, LLC AND (B) THE RELATED AGREEMENT AMONG
MIRANT CORPORATION, 901 F. STREET VENTURE, LLC AND
NEW YORK LIFE INSURANCE COMPANY**

Upon the motion, dated February 10, 2004 (the "Motion"),¹ filed by Mirant Corporation and its affiliated debtors (collectively, the "Debtors") for the entry of an order for authorization, pursuant to 11 U.S.C. §§ 105 and 363 of title 11 of the United States Code (the "Bankruptcy Code") to: (i) enter into the "Agreement of Lease" (the "Proposed Lease Agreement") dated February 6, 2004, between Mirant and 601 Thirteenth Street, N.W. Associates Limited Partnership (the "Landlord") and (ii) contingent upon this Court granting the relief requested in (i) *ante*, to reject (a) the "Lease Agreement" dated November 9, 2000, between Mirant, formerly known as Southern Energy, Inc., and 901 F. Street Venture LLC ("F. Street Venture"), as amended on September 1, 2001 and February 21, 2003 (as amended from time to time, the "Existing Lease") and (b) the related agreement, the "Estoppel, Subordination, Non-Disturbance and Attornment Agreement" entered into among New York Life Insurance

¹ Any capitalized term not otherwise defined in this order will have the meaning ascribed to such term in the Motion.

Company (the “Lender”), F. Street Venture, and Mirant, dated July 6, 2001 (the “Non-Disturbance Agreement”); and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of the Motion has been provided, and that no other or further notice need be provided; upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor,

It is hereby:

ORDERED that the Motion is hereby GRANTED as set forth herein; it is further

ORDERED that Mirant Corporation is authorized to enter into the Proposed Lease and perform thereunder; it is further

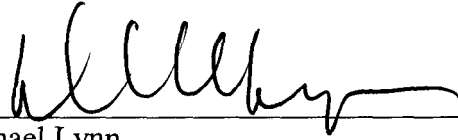
ORDERED that the lease and landlord's rights thereunder shall not be impaired or modified by (a) any plan of reorganization, (b) any subsequent order of this Court or (c) any conversion or dismissal of the Debtors' cases; and that that the lease is binding upon the Debtors' successors, including any trustee appointed; it is further

ORDERED that the Existing Lease and the Non-Disturbance Agreement are rejected by Mirant Corporation effective March 30, 2004 (the “Effective Date”), and that as of the Effective Date the Debtors shall have no further obligations under the Existing Lease or the Non-Disturbance Agreement; it is further

ORDERED that, pursuant to the *Order Pursuant To Bankruptcy Rule 3003(c) For Entry Of An Order (I) Establishing A Bar Date For Filing Certain Proofs Of Claim; (II) Establishing Ramifications For Failure To Comply Therewith; (III) Approving Proof Of Claim Form And Consolidated Notice Of (A) Case Commencement, (B) Bar Date, and (C) Meeting Of Creditors Under Section 341(a) of the Bankruptcy Code; And (IV) Approving Notice And Publication Procedures*, entered on August 21, 2003, the last date to file a timely proof of claim against the

Debtors arising from the rejection of the Existing Lease and the Non-Disturbance Agreement is the first business day that is at least thirty (30) calendar days after the mailing of the notice of entry of this Order.

Dated: February 25, 2004



D. Michael Lynn,
United States Bankruptcy Judge