

ENTERED

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

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

IN RE:	§	
	§	Jointly Administered
MIRANT CORPORATION, et al.	§	Case No. 03-46590-DML - 11
	§	
Debtors.	§	

AGREED ORDER TO MODIFY AUTOMATIC STAY

On November 5, 2003, the Court considered the Debtors' Motion for an Order (I) Pursuant to Bankruptcy Code Section 105(a) Staying Certain Litigation and (II) Authorizing Insurance Companies to Make Advancements and Payments in Accordance With the Debtors' D&O and Fiduciary Insurance Policies (the "Motion"), and Paul Danielson's response in opposition thereto and request to modify the automatic stay. After considering the Motion and the response thereto, and having found that the parties have reached an agreement, the Court orders as follows:

1. The automatic stay is hereby modified to the extent necessary to permit Danielson to pursue claims against any of the named defendants in Paul Danielson v. Southern Company; Southern Energy, Inc. (now known as Mirant Corporation); Southern Energy Resources, Inc. (now known as Mirant Resources, LLC and, together with Mirant Corporation "Debtors" herein); State Line Energy, LLC; SEI State Line, Inc.; State Line Holding Corp., Southern Energy Trading & Marketing, Inc., Commonwealth Edison, an Illinois Corporation, Black & Veatch Corp., Black & Veatch Construction, Inc., Black & Veatch LLP, Kelso-Burnett Co., Custom Control Manufacturer of Kansas, Inc., Case Number 98 L 09731 (the "State Court Litigation)").

2. The Debtors and Mr. Danielson stipulate and agree, as a condition to voluntarily lifting the stay, that Danielson will hold harmless the Debtors against any future final judgment

or final allowed bankruptcy claim in this Court: (i) by Mr. Danielson against one or both of the Debtors or (ii) for contribution or indemnity, based on Mr. Danielson's personal injury claim only, by any of the other current defendants or any other person or entity made a party to the State Court Litigation, arising out of or relating to the State Court Litigation, that in the case of either clause (i) or clause (ii) results in liability to Debtors not covered under Debtors' insurance policies.

3. Debtors represent and warrant that, as of the date hereof (1) Debtors' current available insurance coverage relating to the claims asserted by Mr. Danielson in the State Court Litigation exceeds \$28 million, and (2) Debtors' insurance carriers do not have any subrogation rights under Debtors' insurance policies to recover from Debtors any monies paid towards settlement of; towards satisfaction of judgment of; towards costs, fees and expenses relating to; or otherwise in regard to; the State Court Litigation.

SIGNED this 8 day of December, 2003.


UNITED STATES BANKRUPTCY JUDGE

AGREED AS TO FORM AND CONTENT:

HAYNES & BOONE, L.L.P.

MACDONALD + MACDONALD, P.C.

By: Ian T. Peck
Ian T. Peck, State Bar No. 24013306
201 Main Street, Suite 2200
Fort Worth, Texas 76102
(817) 347-6613; (817) 348-2350 Facsimile
Email: pecki@haynesboone.com
COUNSEL TO DEBTOR
MIRANT CORPORATION, ET AL

By: Joel T. Hardman w/ permission
Joel T. Hardman, TX Bar No. 24005200
325 North St. Paul Street, Suite 2400
Dallas, Texas 75201
(214) 237-4220, (214) 922-9718 Facsimile
Email: joel@macdonaldlaw.com
COUNSEL TO PLAINTIFF
PAUL DANIELSON