

ENTERED

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**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)
Debtors.))	Jointly Administered
))	
))	

**ORDER APPROVING DEBTORS' MOTION PURSUANT TO BANKRUPTCY RULE
9019 FOR APPROVAL OF THE TERMINATION AND SETTLEMENT OF THE
SERVICE AGREEMENT BY AND BETWEEN
NORTHWESTERN ENERGY AND MIRANT AMERICAS, INC.**

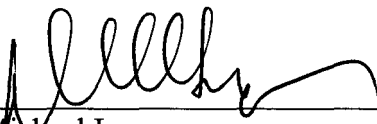
Upon the Motion (the "Motion") dated November 5, 2003 Pursuant to Bankruptcy Rule 9019 for the Approval of the Termination and Settlement of the Service Agreement for Non-Firm Point-to-Point Transmission Service Dated April 22, 1997 (the "Service Agreement") by and between Northwestern Energy ("Northwestern") and Mirant Americas, Inc. ("MAI"), Debtors Mirant Corporation, *et. al* ("Mirant") have moved the Court pursuant to Bankruptcy Rule 9019 for an order authorizing the termination and settlement of Service Agreement. The Court has reviewed the Motion filed by Mirant and has heard the arguments of counsel. Based on the foregoing, it is hereby ordered:

1. The Motion is granted;
2. The Service Agreement is terminated as of the date hereof;
3. MAI is authorized to enter into (and perform the terms of) the Letter

Agreement, a copy of which is attached to this Motion;

4. Effective upon entry of this Order, each of Northwestern and MAI does for itself and its successors, assigns, affiliated companies, agents, and employees forever release and discharge the other party, its successors, assigns, affiliated companies, agents and employees from any and all manner of actions, suits, debts, covenants, contracts, controversies, agreements, obligations, promises, liabilities, damages, claims, and any and all demands, whether known or unknown, matured or unmatured, liquidated or unliquidated, at law or in equity, which either Northwestern or MAI, its successor, assigns, affiliated companies, agents and employees ever had, now have or may hereafter have against the other party, its successors, assigns, affiliated companies, agents and employees arising out of the conduct of Northwestern and MAI with regard to the Service Agreement.

Dated 12/3/03



D. Michael Lynn
United States Bankruptcy Judge