

U.S. BANKRUPTCY COURT  
 NORTHERN DISTRICT OF TEXAS  
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 TAWANA C. 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	)	)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,	)	)	Case No. 03-46590 (DML)
	)	)	Jointly Administered
Debtors.	)	)	
	)	)	
	)	)	

**ORDER GRANTING DEBTORS' MOTION FOR APPROVAL OF (I) THE  
 "SETTLEMENT AGREEMENT AND RELEASE" BETWEEN WILD GOOSE  
 STORAGE, INC. AND MIRANT AMERICAS ENERGY MARKETING, LP;  
 (II) REJECTION OF THE STORAGE SERVICES AGREEMENT,  
 FIRM OFFER, PRECEDENT AGREEMENT AND RELATED  
CONTRACTS WITH WILD GOOSE STORAGE, INC.**

Upon the motion,<sup>1</sup> dated March 18, 2004 (the "Motion") of Mirant Corporation ("Mirant") and its affiliated debtors, as debtors-in-possession (collectively, the "Debtors"), for approval of: (i) the "Settlement Agreement and Release," dated February 19, 2004, (the "Settlement Agreement") between Mirant Americas Energy Marketing, LP ("MAEM") and Wild Goose Storage, Inc. ("Wild Goose") pursuant to Rule 9019 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"); and (ii) as part of the Settlement Agreement, for authority to reject (a) the "Storage Services Agreement" dated June 7, 2001, (b) a Base Load Storage Service Appendix BLS dated July 3, 2001, (c) an undated firm offer, and (d) a "Precedent Agreement" dated June 13, 2001 (collectively the "Storage Agreements") pursuant to Bankruptcy Code section 365(a), and it appearing that the settlement set forth in the Settlement Agreement is "fair and equitable and in the best interest of the estate" and satisfies the

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

requirements for approval of settlements set forth *In re Cajun Electric Power Cooperative, Inc.*, 119 F.3d 349, 355 (5th Cir. 1997); and it appearing that this 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:

**ORDERED**, that the Motion is hereby GRANTED; it is further

**ORDERED**, that the Settlement Agreement is approved and the Debtors are authorized to perform as required thereunder; it is further

**ORDERED**, that the Storage Agreements are rejected effective as of April 14, 2004; it is further

**ORDERED**, that Wild Goose shall apply \$1,926,000 currently held as cash collateral (the "Settlement Payment") to its outstanding prepetition claims against MAEM and Wild Goose shall be granted an allowed unsecured, prepetition claim against MAEM's estate in the amount of \$874,000 (the "Allowed Claim Amount"), and the Debtors shall cause the claims register to reflect the Allowed Claim Amount; it is further

**ORDERED**, the releases set forth in the Settlement Agreement are approved; it is further

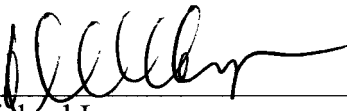
**ORDERED**, that any party in interest reserves its right to contest any allocation to any of the Debtors' estates of the Allowed Claim Amount, the Settlement Payment or any other amounts relating to the Storage Agreements or the Settlement Agreement; it is further

**ORDERED**, that notwithstanding anything to the contrary in this Order or the Settlement Agreement and Release, this Order shall not be determined to be a ruling upon any of the following matters: (a) the liability of one Debtor to any other Debtor with respect to

intercompany claims arising from or related to the Allowed Claim Amount, the Settlement Payment, the Storage Agreements or the Settlement Agreement; and (b) whether multiple Debtors should be substantively consolidated. All parties' positions, arguments, objections, claims, disputes, rights and defenses with respect to the foregoing clauses (a) and (b) are fully and expressly preserved.

**IT IS SO ORDERED.**

Dated: April 14, 2004

  
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D. Michael Lynn,  
United States Bankruptcy Judge