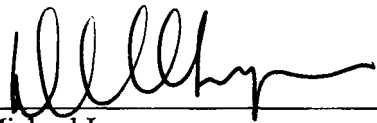




**ORDERED**, that for each calendar year, Mirant Zeeland shall pay the Annual Demand Charge (as defined in the Contract) required under the Contract and which is attributable to the postpetition period in four, equal quarterly payments, on the last day of each quarter, beginning June 30, 2004 until plan confirmation (or otherwise ordered by this Court); provided however, that the June 30, 2004 payment shall include the quarterly installment attributable to the first quarter of 2004;

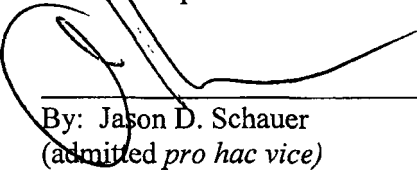
**ORDERED**, that nothing herein shall be construed to require or authorize the Debtors to (i) assume the Contract or (ii) pay any portion of SEMCO's prepetition claims, or claims attributable to the prepetition period; except as explicitly set forth herein, all rights of the Debtors and SEMCO are reserved.

Dated: April 29 2004

  
\_\_\_\_\_  
D. Michael Lynn  
United States Bankruptcy Judge

AGREED AS TO FORM AND SUBSTANCE:

WHITE & CASE LLP  
633 West Fifth Street, Suite 1900  
Los Angeles, California 90071  
Attorneys for the Debtors and  
Debtors-in-possession

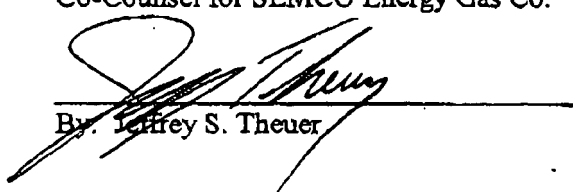
  
\_\_\_\_\_  
By: Jason D. Schauer  
(admitted *pro hac vice*)

BROUDE, SMITH & JENNINGS, P.C.  
309 West Seventh Street, Suite 1100  
Fort Worth, Texas 76102  
Co-Counsel for SEMCO Energy Gas Co.

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By: John S. Broude  
State Bar No. 03085600

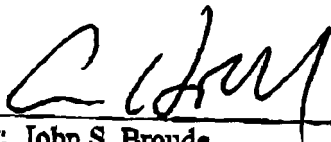
LOOMIS, EWERT, PARSELY, DAVIS & GOTTING, P.C.  
232 S. Capitol Avenue, Suite 1000  
Lansing, Michigan 48933  
Co-Counsel for SEMCO Energy Gas Co.



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By: Jeffrey S. Theuer

BROUDE, SMITH & JENNINGS, P.C.  
309 West Seventh Street, Suite 1100  
Fort Worth, Texas 76102  
Co-Counsel for SEMCO Energy Gas Co.



By: John S. Broude  
State Bar No. 03085600

LOOMIS, EWERT, PARSELY, DAVIS & GOTTING, P.C.  
232 S. Capitol Avenue, Suite 1000  
Lansing, Michigan 48933  
Co-Counsel for SEMCO Energy Gas Co.

By: Jeffrey S. Theuer