

**FORM OF**  
**GENERAL CERTIFICATE OF THE**  
**[TAX JURISDICTION]**

This certificate is made in connection with the execution by the [Tax Jurisdiction] (the “[**Tax Jurisdiction**]”) of the Stipulation of Settlement and Order, the PILOT Agreement, the PILOT Mortgage, and any other document now or hereafter executed by the [Tax Jurisdiction] (collectively, the “[**Tax Jurisdiction Documents**]”) with respect to a project (the “[**Project**]”) as defined in the Lease Agreement dated as of June 30, 2006 entered into between the County of Rockland Industrial Development Agency (the “[**Agency**]”) and Mirant Lovett, LLC (the “[**Company**]”) (the “[**Lease Agreement**]”) and the grant of “financial assistance” (within the meaning of Section 854(14) of the General Municipal Law) with respect to the foregoing in the form of exemption from real property taxes and a payment in lieu of tax (“**PILOT**”) agreement dated as of June 30, 2006, entered into between the Company, the Agency and the involved tax jurisdictions (including the [Tax Jurisdiction]) (the “[**Financial Assistance**]”).

Capitalized terms used herein which are not otherwise defined herein and which are defined in the Lease Agreement shall have the meanings ascribed to such terms in the Lease Agreement except that, for purposes of this certificate, (A) all definitions with respect to any document shall be deemed to refer to such document only as it exists as of the date of this certificate and not as of any future date, and (B) all definitions with respect to any Person shall be deemed to refer to such Person only as it exists as of the date of this certificate and not as of any future date or to any successor or assign.

I, the undersigned Authorized Representative of the [Tax Jurisdiction], do hereby certify:

1. I am the \_\_\_\_\_ of the [Tax Jurisdiction] and am duly authorized to execute and deliver this certificate in the name of the [Tax Jurisdiction].

2. The Authorizing Resolution adopted at a meeting of the [Tax Jurisdiction] on June \_\_, 2006, (the “[**Tax Jurisdiction Authorizing Resolution**]”) remains in full force and effect and has not been rescinded, repealed, or modified. A copy of the [Tax Jurisdiction] Authorizing Resolution is attached hereto as Exhibit “A”.

3. To the best of my knowledge, the execution, delivery, and performance of the [Tax Jurisdiction] Documents, the consummation of the transactions therein contemplated and compliance with the provisions of each do not and will not (a) require consent (which has not heretofore been received) under or result in a breach or default of any credit commitment, guaranty, lease, or other agreement or instrument to which the [Tax Jurisdiction] is a party or by which the [Tax Jurisdiction] may be bound or affected, or (c) conflict with or violate any

existing law, rule, regulation, judgment, order, writ, injunction, or decree of any government, governmental instrumentality, or court, domestic or foreign, having jurisdiction over the [Tax Jurisdiction] or any of its Property.

4. The Agency has not received written notice that any event of default has occurred and is continuing, or that any event has occurred which with the lapse of time or the giving of notice or both would constitute an event of default, by any party to the [Tax Jurisdiction] Documents.

5. To the best of my knowledge, there is no action, suit, proceeding or investigation at law or in equity, before or by any court, public board or body of the United States of America or the State of New York, pending or, to my knowledge, threatened against or affecting the [Tax Jurisdiction] (or to my knowledge any basis therefor), (a) wherein an unfavorable decision or finding would adversely affect (i) the [Tax Jurisdiction] Authorizing Resolution, the Stipulation of Settlement and Order, the PILOT Agreement, or the other [Tax Jurisdiction] Documents or (ii) the existence or organization of the [Tax Jurisdiction], or (iii) restrain or enjoin the operation of the Project or the performance by the [Tax Jurisdiction] of the [Tax Jurisdiction] Documents; or (b) in any manner questioning the proceedings or authority of the [Tax Jurisdiction] in relation to the Project, or affecting the validity thereof or of the [Tax Jurisdiction] Documents, or contesting the existence and powers of the [Tax Jurisdiction].

6. To the best of my knowledge, the [Tax Jurisdiction] has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

7. The individual named below is the Authorized Representative of the [Tax Jurisdiction]:

<u>NAME</u>	<u>SIGNATURE</u>	<u>OFFICE</u>
_____	_____	_____

WITNESS, as of the \_\_\_ day of \_\_\_\_\_, 2006.

**[TAX JURISDICTION]**

By: \_\_\_\_\_  
Name:  
Title: