

UNDERTAKING

The undersigned, in consideration of the COUNTY OF ROCKLAND INDUSTRIAL DEVELOPMENT AGENCY (the “**Agency**”) granting financial assistance to MIRANT LOVETT, LLC (the “**Company**”) in connection with the Company’s operation of the premises known as Lovett Electric Generating Facility, Town of Stony Point, County of Rockland, State of New York (the “**Premises**”), do hereby promise and agree as follows:

(1) At the request of the Agency, the undersigned will execute such documents as counsel for the Agency, in counsel’s reasonable opinion, deems reasonably necessary to provide reasonable assurance to the Agency that:

(a) The obligations undertaken by the undersigned in connection with said granting of financial assistance will be faithfully performed; and

(b) Any and all documents (including applications, financial statements and the like) signed by, submitted for the undersigned in connection with said granting of financial assistance are accurate statements as to the truth of the matters set forth in them and constitute binding obligations upon the undersigned; provided that such documents do not increase the obligations of Company or decrease the rights and benefits conferred on Company under the Lease Agreement or PILOT Agreement or the general terms of the transactions contemplated thereby.

(2) Upon request made by the Agency, the undersigned will re-execute any document signed in connection with said granting of financial assistance or execute any document that ought to have been signed at or prior to the closing of the straight-lease transaction or which was incorrectly drafted and/or executed, including, but not limited to, leases, indemnifications, certificates affidavits, agreements, and any other closing document, provided same is consistent with the terms of any authorizing resolution and the general terms and provisions of the transaction.

(3) All such requests shall be fully complied with by the undersigned within thirty (30) days of the making of the requests set forth in Paragraphs (1) and (2) hereof.

(4) The failure of the undersigned to comply with its obligations hereunder shall constitute a default under the terms of the Lease Agreement, any collateral instrument executed in connection with said granting of financial assistance and shall entitle the Agency or its successors and assigns to the remedies available for default under the Lease Agreement.

Dated: June __, 2006

MIRANT LOVETT, LLC,
a Delaware limited liability company

By: Mirant New York, Inc., its sole member

By: _____
Jeffrey R. Perry, President

STATE OF NEW YORK)
) ss:
COUNTY OF ROCKLAND)

On the ____ day of _____ in the year 2006 before me, the undersigned, a Notary Public in and for said state, personally appeared Jeffrey R. Perry, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individuals, or the persons upon behalf of which the individuals acted, executed the instrument.

Notary Public