

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

In re)	
)	Chapter 11 Case
MIRANT AMERICAS ENERGY)	
MARKETING, L.P., <u>et al.</u> ,)	Case No. 03-46591-DML
)	
Debtors.)	Jointly Administered
)	
)	Hearing Date and Time: To Be Set

INTERIM ORDER AUTHORIZING THE DEBTORS TO (i) COMPLY WITH TERMS OF PRE-PETITION TRADING CONTRACTS, (ii) ENTER INTO POST-PETITION TRADING CONTRACTS IN THE ORDINARY COURSE OF BUSINESS, (iii) PROVIDE CREDIT SUPPORT RELATING TO BOTH PRE- AND POST-PETITION TRADING CONTRACTS, AND (iv) SETTING A FINAL HEARING TO CONSIDER THE ENTRY OF A FINAL ORDER AFFIRMING INTERIM ORDER AND AUTHORIZING ASSUMPTION OF PRE-PETITION TRADING CONTRACTS

Upon the motion, dated July 14, 2003, of the above-captioned debtors and debtors in possession (the “Debtors”) seeking (A) an Interim Order Authorizing the Debtors to (i) Comply with Terms of Pre-Petition Trading Contracts, (ii) Enter Into Post-Petition Trading Contracts in the Ordinary Course of Business, and (iii) Provide Credit Support Relating to Both Pre- and Post-Petition Trading Contracts, and (B) a Final Order Authorizing on a Final Basis the Relief Set Forth in the Interim Order and Authorizing Assumption of Pre-Petition Trading Contracts (the “Motion”)¹; and a hearing having been held on July 14, 2003 (the “Interim Hearing”), to consider the Motion as it relates to the Interim Order; and upon the record of the Interim Hearing and all pleadings filed with the Court; and after due deliberation and sufficient cause appearing therefore;

¹ Any capitalized term not otherwise defined in this Interim Order shall have the meaning ascribed to such term in the Motion.

THE COURT HEREBY FINDS* THAT:

A. On July __, 2003 (the “Petition Date”), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors are authorized to continue to operate their businesses and to manage their affairs as debtors in possession under Bankruptcy Code sections 1107 and 1108. No official committee of unsecured creditors has yet been appointed in these cases.

B. These chapter 11 cases are consolidated for procedural purposes only and are being jointly administered. No trustee or examiner has been appointed in the chapter 11 cases nor has a request for the appointment of a trustee or examiner been made.

C. The Court has jurisdiction over the chapter 11 cases under 28 U.S.C. §§ 157(b) and 1334. Consideration of this Interim Order constitutes a core proceeding as defined in 28 U.S.C. § 157(b)(2). The statutory predicates for the relief requested herein are Bankruptcy Code sections 105, 362, 363, 364, 555, 556, 559 and 560 and Bankruptcy Rules 4001(b), (c) and (d).

D. In connection with the operation of the Debtors’ core businesses, the Debtors have historically engaged in asset risk management and optimization activities as well as proprietary trading activities (collectively with the asset management and optimization activities, the “Trading Activities”). As a result of the Debtors’ historic Trading Activities, the Debtors maintain a portfolio consisting of active physical commodities and financial products trading positions (the “Existing Positions”). The Debtors’ portfolio represents a valuable and substantial asset of the estates.

* Any “provisional finding” shall not preclude any person not a party to this Court’s July 14th hearing from challenging that “or as permitted by law” any other finding at a later date.

E. To preserve and maximize the value of the Debtors' estates, the Debtors must maintain their Existing Positions and engage in prospective Trading Activities consistent with prior practice. If the Debtors are not able to maintain the Existing Positions and engage in future Trading Activities consistent with prior practice, the Debtors' estates and assets will suffer immediate and irreparable harm and degradation in value.

F. Prior to the Petition Date, in connection with the Trading Activities, the Debtors utilized and entered into with their counterparties various industry standard trading contracts, including, but not limited to, ISDA, EEI, WSPP, GISB and/or NAESB master agreements, and various other master agreements, "long-form confirmations", netting agreements, master netting agreements, collateral agreements and/or credit support agreements or annexes relating thereto (including all related schedules, exhibits, annexes and confirmations) and any transactions thereunder, as may have been amended, restated or supplemented from time to time (collectively, the "Prepetition Trading Contracts"). Utilization of Prepetition Trading Contracts, and the conducting of business pursuant to the terms of the Prepetition Trading Contracts, is necessary and critical to the Debtors' ability to engage in Trading Activities.

G. The Debtors acknowledge and this Court provisionally finds that the Protected Counterparties (as defined herein) are "forward contract merchants," "commodities brokers," and/or "swap participants" as such terms are used in sections 556 and/or 560 of the Bankruptcy Code.

H. The Debtors further acknowledge and this Court provisionally finds that the Prepetition Trading Contracts by and between the Debtors and the Protected Parties are "forward contracts," "commodity contracts" and/or "swap agreements," as the case may be, as such terms are defined in sections 101 or 761 of the Bankruptcy Code and, as such, are therefore "safe

harbor” contracts. As safe harbor contracts, the right of forward contract merchants, commodity brokers and/or swap participants to cause the liquidation and/or termination of the Prepetition Trading Contracts because of a condition of the kind specified in section 365(e)(1) of the Bankruptcy Code, is not and cannot be stayed, avoided or otherwise limited by operation of any provision of the Bankruptcy Code or order of this Court.

I. The Debtors further acknowledge and this Court finds that the Prepetition Trading Contracts by and between the Debtors and the Protected Parties are “executory contracts” as such term is used in section 365 of the Bankruptcy Code.

J. Prior to the Petition Date, the Debtors and certain counterparties to the Prepetition Trading Contracts entered into Assurance and Amendment Agreements (“Prepetition Assurance Agreements”), for the purpose of, among other things, limiting the risks and uncertainties that may arise with respect to the Prepetition Trading Contracts after the Petition Date.

K. The Prepetition Assurance Agreements provide, among other things, the parameters under which the Assured Counterparties will agree to continue their relationships with the Debtors under the Prepetition Trading Contracts. The Prepetition Assurance Agreements further indicate the Debtors’ desire and intent to conduct postpetition trading activity in the ordinary course of business and grant appropriate credit support.

L. The Debtors were willing to enter into the Prepetition Assurance Agreements and grant certain protections to the Assured Counterparties because their relationships with the Assured Counterparties are integral to the on-going and future success of the Debtors’ operations and maintaining the value of the Debtors’ estates. The ability of the Debtors to continue their trading operations depends upon the continuation of their Prepetition Trading Contracts with the Assured Counterparties.

M. Some of the counterparties to Prepetition Trading Contracts have not entered into Assurance Agreements but have indicated a willingness to continue the Prepetition Trading Contracts upon entry of this Interim Order and the protections herein provided, provided that the Debtors are able to obtain entry of this Interim Order immediately upon commencement of these cases. Absent immediate entry of this Interim Order, such counterparties, consistent with industry practice, are likely to exercise their contractual rights to liquidate or terminate the Prepetition Trading Contracts pursuant to sections 556 and/or 560 of the Bankruptcy Code, as the case may be. The Debtors will seek to have such counterparties enter into “Postpetition Assurance Agreements” immediately following entry of this Interim Order. The Postpetition Assurance Agreement sets forth the rights and obligations of the parties with respect to Existing Positions and prospective Trading Activities. Any Assured Counterparty electing to accept the benefits and protections of this Interim Order pursuant to the terms of their respective Prepetition Assurance Agreement and any counterparty executing a Postpetition Assurance Agreement is referred to herein individually as a “Protected Counterparty” and collectively, “Protected Counterparties”.

N. Prior to the Petition Date and consistent with the terms of the Prepetition Trading Contracts (as may have been amended by a Prepetition Assurance Agreement) and industry standards, the Debtors were required to provide to certain counterparties collateral, margin (initial, variation, maintenance, etc.) or similar security in the form of letters of credit, cash or other collateral (the “Prepetition Collateral”) to secure obligations owing to the counterparties in connection with the Trading Activities.

O. Counterparties will not agree to maintain Existing Positions, continue Trading Activities, or engage in new Trading Activities solely on the basis of an unsecured debt

allowable under Section 503(b)(1) of the Bankruptcy Code as an administrative expense pursuant to Section 364(a) or (b) of the Bankruptcy Code.

P. Accordingly, the circumstances of these cases require the Debtors to provide to Protected Counterparties (i) collateral pursuant to section 364(c)(2) of the Bankruptcy Code and consistent with the terms of the Prepetition Trading Contracts and the Prepetition Assurance Agreements to secure the Debtors' obligations arising from postpetition market movements of Existing Positions, liquidated damages for failure to make or receive postpetition deliveries and/or payments and postpetition Trading Activities, and (ii) superpriority administrative claims under Bankruptcy Code section 364(c)(1) on account of the Debtors' obligations arising from postpetition market movements of Existing Positions and postpetition Trading Activities to protect the counterparties from the risk of the Debtors' nonperformance.

Q. The transactions contemplated by the Prepetition Trading Contracts (as may have been amended by a Prepetition Assurance Agreement) are necessary, not only to preserve and maximize the Debtors' assets, but to assist in the stabilization of the energy industry as a whole.

R. Debtors represent, and for purpose of this Order, the Court accepts that the terms of both the Prepetition Assurance Agreements and Postpetition Assurance Agreements are fair, reasonable, and adequate given that the Debtors are in chapter 11.

S. Engaging in Trading Activities pursuant to the Prepetition Trading Agreements and entering into new trading contracts after the Petition Date is within the Debtors' ordinary course of business.

T. Based upon the record presented to the Court by the Debtors, the relief requested in the Motion is necessary, essential and appropriate for the continuation of the Debtors' trading operations as a going concern. The preservation and maintenance of the going concern value of

the Debtors' trading operations as a going concern is integral to a successful reorganization and in the best interest of the Debtors' estates and stakeholders.

U. Based upon the record presented to the Court by the Debtors, it appears that each of the Prepetition Assurance Agreements were negotiated in good faith and at arm's length between the Debtors and the Counterparties, and any credit extended pursuant to the Prepetition Assurance Agreements by the Counterparties is deemed to have been extended or made in good faith within the meaning of section 364(e) of the Bankruptcy Code.

V. The relief granted by this Court pursuant to this Interim Order is necessary to avoid immediate and irreparable harm and injury to the Debtors' estates and creditors.

W. Debtors have represented, and the Court accepts, that at or before the Interim Hearing, each of the parties set forth below received notice of the Motion whether by telephone, email, teletype, overnight delivery or by hand delivery: (a) the Office of the United States Trustee and (b) the Debtors' fifty largest unsecured creditors on a consolidated basis. Pursuant to Bankruptcy Rule 4001(c)(2), expedited notice of the Motion, to (1) the Office of the United States Trustee, and (2) the Debtors' fifty largest unsecured creditors, was necessary to avoid immediate and irreparable harm to the Debtors' estates pending a final hearing with respect to the Motion and constitutes adequate notice of the hearing.

X. Good, adequate and sufficient cause has been shown to justify the granting of the interim relief herein, and the immediate entry of this Interim Order.

It is now therefore

ORDERED, ADJUDGED AND DECREED:

1. As used herein, the term "Debtor" shall mean the Debtor party that is the direct obligor to a Prepetition Trading Contract or a Postpetition Trading Contract (as defined below),

as the case may be. The term “Counterparty” shall mean the non-Debtor party to a Prepetition Trading Contract or a Postpetition Trading Contract, as the case may be.

2. The Debtors are hereby authorized (and each Counterparty shall be entitled to rely upon such authorization) to:

- a. engage in Trading Activities in the ordinary course of business without further order of the Court, including but not limited to engaging in Trading Activities pursuant to the terms of the Prepetition Trading Contracts (as may have been amended by a Prepetition Assurance Agreement or Postpetition Assurance Agreement, the terms of each are hereby approved) both in connection with Existing Positions and by entering into new transactions, including but not limited to any and all terms relating to offsetting, netting and/or cross-netting;
- b. enter into new ISDA, EEI, WSPP, GISB and/or NAESB master agreements, and various other master agreements, “long-form confirmations”, netting agreements, master netting agreements, collateral agreements and/or credit support agreements or annexes relating thereto (including all related schedules, exhibits, annexes and confirmations) and any transactions thereunder, as may be amended, restated or supplemented from time to time, with existing or new Counterparties after the Petition Date in the ordinary course of business without further order of the Court (the “Postpetition Trading Contracts”) and to engage in Trading Activities pursuant thereto; and
- c. enter into Master Netting Agreements (as such term is defined in the Motion).

3. With respect to each Counterparty, the Debtor shall:

- a. pending assumption or rejection of the Prepetition Trading Contracts, perform all obligations arising under Prepetition Trading Contracts, including, but not limited to, the (i) making of all payments when due, including without limitation, payments due for prepetition deliveries, postpetition deliveries on account of Existing Positions, postpetition deliveries on account of postpetition Trading Activities, financial product payments, or liquidated damages for failure to make or receive delivery and/or payments, (ii) providing of collateral or maintenance or variation margin in connection with Existing Positions, including, without limitation, postpetition market movements in respect of Prepetition Trading Contracts, and (iii) providing of collateral or initial, maintenance or variation margin or payments in advance in connection with postpetition Trading Activities; and

- b. perform all obligations arising under Postpetition Trading Contracts, including, but not limited to, the (i) making of all payments when due, including without limitation, payments due for postpetition deliveries on account of postpetition Trading Activities, financial product payments, or liquidated damages for failure to make or receive delivery and/or payments, and (ii) providing of collateral or initial, maintenance or variation margin or payments in advance in connection with postpetition Trading Activities.

4. As security and assurance of the Debtor's obligations arising under Prepetition

Trading Contracts and Postpetition Trading Contracts:

- a. Counterparties are each hereby granted, for their own benefit, effective as of the Petition Date and without the necessity of the execution by the Debtor, or filing, of security agreements, pledge agreements, mortgages, financing statements or otherwise, pursuant to Bankruptcy Code section 364(c)(2) enforceable first-priority liens and security interests on any collateral, including, without limitation, initial, maintenance or variation margin or payments in advance and whether in the form of cash, letters of credit or otherwise provided to such Counterparty whether prior hereto, on or after the date of this Order; and
- b. the obligations, liabilities and indebtedness of the Debtor arising from postpetition market movements in respect of Existing Positions and postpetition Trading Activities pursuant to Prepetition Trading Contracts or Postpetition Trading Contracts shall have the status of a superpriority administrative expense, in accordance with Bankruptcy Code section 364(c)(1), subject only to superpriority administrative claims granted in respect of any debtor in possession financing facility and any professional fee carve-out in respect thereof and fees due to the Office of the United States Trustee under 28 U.S.C. § 1930, and shall be paid at the prices set forth in the Prepetition Trading Contracts or Postpetition Trading Contracts.

Counterparties may net amounts and obligations under Prepetition Trading Contracts against amounts and obligations under other Prepetition Trading Contracts and Postpetition Trading Contracts with the Debtor and vice versa. In this regard, there shall be no distinction between transactions entered into prepetition and postpetition.

5. The security interests and superpriority administrative status provided by this Interim Order shall not be altered or otherwise affected by any amendment, modification, supplement, extension, renewal, restatement or refinancing of any pre or postpetition

indebtedness, any rejection of a Prepetition Trading Contract nor by any action or inaction taken by any parties in respect of the collateral subject to the liens of the Counterparties.

6. If any or all of the provisions of this Interim Order are stayed, modified in a manner adverse to a Counterparty or vacated, or this Interim Order otherwise terminates, such stay, modification, vacation or termination will not affect (a) the validity of any indebtedness, obligation or liability incurred by the Debtors to each of the Counterparties before the receipt of written notice by the Counterparties of the effective date of such stay, modification or vacation, (b) the validity or enforceability of the security interests, superpriority claims and netting and termination rights authorized or created hereby or pursuant to the Prepetition Trading Contracts, Postpetition Trading Contracts or any related documents, and (c) the rights of the Protected Counterparties to exercise remedies as set forth in the Prepetition Trading Contracts or the Postpetition Trading Contracts, as the case may be, and each Counterparty shall be entitled to the benefits of the provisions of section 364(e) of the Bankruptcy Code.

7. To the extent that the value of Prepetition Collateral (including, with respect to letters of credit, the face amount of the letter of credit) held by a Counterparty exceeds the aggregate amount of obligations owing by a Debtor to such Counterparty on account of Existing Positions (including amounts owing on account of postpetition market movements), such excess value shall secure all obligations owing by the Debtor to such Counterparty on account of the Debtor's postpetition Trading Activities pursuant to the terms of the Prepetition Trading Contracts or the Postpetition Trading Contracts. To the extent that the Prepetition Collateral is insufficient to secure a Debtor's obligations to any one or more Counterparties under the Prepetition Trading Contracts, and/or a Debtor is required to post collateral under a Postpetition Trading Contract, the Debtors individually and/or collectively are authorized to provide

additional collateral to secure such obligations to all Counterparties without further order of the Court.

8. Any bank that has issued a letter of credit prior to the Petition Date may extend or replace such letter of credit in its discretion; provided, however, that such extension or replacement shall not change, alter, or otherwise modify the priority or characterization of such bank's claim against the Debtors arising in connection with the letter of credit and any and all claims arising under an extended or replacement letter of credit shall have the priority and character as if the extended or replacement letter of credit was issued prior to the Petition Date.

9. Except as may otherwise be set forth in a Prepetition Assurance Agreement or a Postpetition Assurance Agreement:

- a. any Counterparty entering into new transactions postpetition under Prepetition Trading Contracts or Postpetition Trading Contracts knowingly with a Debtor on or after the second business day following written notice of the entry of this Interim Order shall be deemed subject to paragraph 18 below, to have accepted the benefits and protections of this Interim Order (the "Waiver Event"), but Waiver Event shall not include accepting or making deliveries or payments entered into prepetition or liquidating or terminating the same;
- b. upon the occurrence of a Waiver Event, each Counterparty shall be deemed to have waived the contractual right to cause the liquidation of a commodity contract or forward contract as such terms are used in section 556 of the Bankruptcy Code or termination of a swap agreement as such terms are used in section 560 of the Bankruptcy Code, each because of a condition of the kind specified in section 365(e)(1) of the Bankruptcy Code; provided, however, that such waiver as it relates to such Counterparty shall be deemed null and void and without further effect in the event that (i) a Debtor delivers written notice to a Counterparty of the Debtor's intent to reject a Prepetition Trading Contract pursuant to section 365 of the Bankruptcy Code (a "Rejection Notice"), (ii) the Debtor fails to meet any margin or collateral requirements or otherwise fails to make any payments pursuant to the terms of any Prepetition Trading Contract or Postpetition Trading Contract, or (iii) this Interim Order is stayed, modified in a manner adverse to a Counterparty or vacated, or otherwise terminates and each of the events in clauses (i), (ii) and (iii) hereof shall be

deemed to be a condition of the kind specified in section 365(e)(1) of the Bankruptcy Code; and

- c. with respect to any Counterparty, service by fax, by-hand delivery or overnight courier of a signed copy of this Interim Order shall be deemed good and sufficient written notice of the entry of this Interim Order.

10. In the event that a Debtor delivers a Rejection Notice to a Counterparty, solely with respect to such Counterparty on and after receipt by the Counterparty of the Rejection Notice, the Debtor shall not be required to (i) make any additional payments in respect of prepetition deliveries or Existing Positions, and/or (ii) provide any additional collateral or maintenance or variation margin; provided that nothing in this paragraph limits the Counterparty's rights as a result of the Debtor's failure to make such payment or provide such collateral or margin. With respect to any Counterparty, service by fax, by-hand delivery or overnight courier of a Rejection Notice shall be deemed good and sufficient written notice of the Rejection Notice.

11. Notwithstanding anything to the contrary, in the event that a Debtor delivers a Rejection Notice to a Counterparty or this Court otherwise enters an order authorizing the rejection of a Prepetition Trading Contract pursuant to section 365 of the Bankruptcy Code, the determination of any settlement payments or termination payments owing under such Prepetition Trading Contract shall be made pursuant to the terms of the Prepetition Trading Contract and measured as of the date such contract is actually terminated.

12. For the purposes of section 365 of the Bankruptcy Code, all of the Prepetition Trading Contracts collectively between a Debtor and a Protected Counterparty shall constitute a single unified contract and the Debtor must assume or reject such Prepetition Trading Contracts as a single unified contract and may not assume or reject underlying individual trading contracts or transactions.

13. Solely with respect to Protected Counterparties, the automatic stay provisions of section 362 of the Bankruptcy Code are hereby vacated and modified to the extent necessary to allow immediate and unconditional enforcement of remedies by any Protected Counterparty upon the occurrence of any default under the Prepetition Trading Contracts or Postpetition Trading Contracts (as may be modified by the Prepetition Assurance Agreements or Postpetition Assurance Agreements as the case may be) by the Debtors and the Counterparties rights thereunder shall not be modified, stayed, avoided or otherwise limited by order of the Bankruptcy Court or any court proceeding under title 11 of the United States Code. The Debtors waive the right and shall not seek relief, including without limitation under section 105(a) of the Bankruptcy Code, to the extent that any such relief would in any way restrict or impair the rights of any Protected Counterparty under the Prepetition Trading Contracts (as amended by a Prepetition Assurance Agreement or Postpetition Assurance Agreement), Postpetition Trading Contracts or this Order; provided that such waiver shall not preclude the Debtors from contesting whether a default has occurred under any Prepetition Trading Contract or Postpetition Trading Contract.

14. To the extent that a Counterparty causes the liquidation or termination of a Prepetition Trading Contract and/or Postpetition Trading Contract pursuant to the terms hereof, any margin or collateral held by the Counterparty shall be applied first to satisfy the Debtor's prepetition obligations owing under such contracts and second to satisfy the Debtor's postpetition obligations owing under such contracts.

15. Nothing shall preclude a Counterparty from executing a Postpetition Assurance Agreement after the occurrence of a Waiver Event, in which case the Postpetition Assurance Agreement shall control and such Counterparty shall be deemed to be a Protected Counterparty.

16. The Prepetition Assurance Agreements, the Postpetition Assurance Agreements and the provisions of this Interim Order shall be binding upon the Debtors, the Counterparties and their respective successors and assigns (including any trustees appointed for the Debtors' estates) and inure to the benefit of the Counterparties and Debtors (including, without limitation, any trustees hereafter appointed for the Debtors' estates in a proceeding under chapters 11 or 7 of the Bankruptcy Code) and their respective successors and assigns.

17. Notwithstanding any other provisions in this Order, the benefits and protections of this Interim Order shall be extended to all Existing Positions and future Trading Activities, regardless of whether the transaction matures after the expiration of this Interim Order or termination or liquidation of any Prepetition Trading Contract or Postpetition Trading Contract.

18. The provisions of this Interim Order shall remain in effect for 55 days after the entry of this Interim Order, without prejudice to the Debtors' right to seek an extension of this Interim Order and without prejudice to any other party to seek relief from this Order, including but not limited to, paragraph 9a above.

19. Nothing in this Interim Order shall be construed as authorizing or approving the Debtors' assumption of any executory contracts.

20. Nothing contained herein shall affect the enforceability of, and the Debtors' obligations to abide by and comply with, any and all bylaws, rules and regulations of any exchange on which the Debtors engage in Trading Activities, all of which remain in full force and effect with respect to the Debtors, the Counterparties, the Trading Activities, the Existing Positions, the Prepetition Trading Contracts, the Postpetition Trading Contracts, the Prepetition Assurance Agreements, the Prepetition Collateral, and the Postpetition Assurance Agreements. In enforcing such bylaws, rules and regulations, each exchange may avail itself of any and all

remedies provided to such exchange by such bylaws, rules and regulations. The automatic stay of section 362 of the Bankruptcy Code is hereby modified to the extent necessary to effectuate the provisions of this paragraph.

21. Nothing contained herein shall constitute a representation, warranty, or other endorsement of the Debtors' financial solvency or ability to consummate or fulfill any Prepetition Trading Contracts or Postpetition Trading Contracts by any exchange on which the Debtors engage in Trading Activities, all of which representations, warranties and endorsements are specifically disavowed. No such exchange shall be held liable to any Counterparty for damages as a result of the Debtors' breach of, or inability to consummate or fulfill, any Prepetition Trading Contracts or Postpetition Trading Contracts.

22. Nothing contained herein shall restrict the rights of Refco, LLC to avail itself of any and all remedies provided to such future commission merchant under its agreement with any Debtor.

23. The Court has scheduled a Final Hearing on _____, 2003, to consider the entry of a final order authorizing the relief requested by the Motion.

24. The Debtors shall, within three business days following the entry of this Interim Order, mail copies of this Interim Order and a notice of the final hearing on the Motion, to (1) the United States Trustee, (2) the Debtors' 50 largest unsecured creditors, (3) any parties requesting special notice in these cases, (4) the counterparties and their counsel, if known, and (5) any exchange on which the Debtors execute trades, and (6) all parties who appeared or otherwise responded to the relief requested herein. The notice of the entry of this Interim Order shall state that any party in interest objecting to the relief granted in this Interim Order as a final order shall file written objections with the United States Bankruptcy Court for the Northern

District of Texas no later than seven (7) Business Days before the date set for the Final Hearing on this matter, which objections shall be served so that the same are received on or before 4:00 p.m. (Prevailing Eastern Time) of such date by: (a) counsel to the Debtors, White & Case, (b) the Assured Counterparties, and (c) the Office of the United States Trustee for the Northern District of Texas.

DATED: July 14, 2003

/s/
HONORABLE D. MICHAEL LYNN
UNITED STATES BANKRUPTCY JUDGE

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**PROPOSED ATTORNEYS FOR THE DEBTORS
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