

their estates, and their creditors, and that good and sufficient cause exists for entry of this Second Amended Agreed Order, it is hereby **AGREED** and **ORDERED** as follows:

1. Paragraphs 28 and 30 of the Original Order are hereby amended so that the terms "Debtor Plan Funding Notice Deadline" and "Debtor Plan Deadline" shall mean December 13, 2002.

2. Except as modified by this Second Amended Agreed Order, the Original Order shall remain in full force and effect in accordance with its terms.

3. The First Amended Agreed Order is superceded by this Second Amended Agreed Order only as specifically set forth herein.

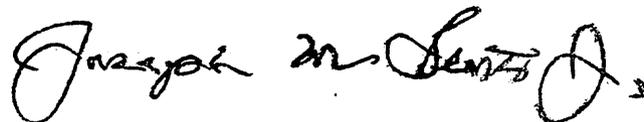
4. The Debtors shall not be permitted to seek, and are specifically prohibited from filing or seeking, from this Court or any other court in equity or in law, even if current circumstances which justify the entry of this Second Amended Agreed Order change in the future, the entry of any order further extending the Debtor Plan Deadline or any other deadline described in the Original Order as amended or the entry of any order determining any claim, cause of action or declaratory relief that has already been resolved in the Original Order, including, without limitation, by motion or other pleading filed in this adversary proceeding or in the Debtors' chapter 11 cases generally, without the prior written consent of the State of Utah. It is the intent of the parties hereto that if the Debtors file any such pleading, motion or other papers without the prior written consent of the State of Utah, then such filing shall be void ab initio, shall be stricken by the clerk of the court, and shall automatically entitle the State of Utah to the right to take any and all "Enforcement Action" as defined in the Original Order without any further court order. The Debtors shall be liable, jointly and severally, for and shall

reimburse all of Defendants' attorneys' fees, costs and expenses for the defense of any such motion, pleading or other papers which have been filed in any court without the prior written consent of the State of Utah. Nothing contained herein shall prevent the Debtors from seeking such an extension with the prior written consent of the State of Utah. The Debtors shall not assign, transfer, authorize, request or urge any other party, including, without limitation, any creditor of the Debtors or the Official Committee for the Unsecured Creditors, to seek the entry of any order further extending any deadline in the Original Order or this Second Amended Agreed Order without the prior written consent of the State of Utah.

5. If this Court refuses or fails to enter this Second Amended Agreed Order, the parties hereto shall not be bound by the terms and conditions contained herein, and the State of Utah would thereafter automatically be entitled to "Enforcement Action."

6. If any of Debtors' bankruptcy cases are converted to another chapter under Title 11 of the United States Code, either voluntarily or involuntarily, or is dismissed or if another entity such as a trustee or other liquidator is appointed involuntarily or if the Debtors no longer continue as Debtors-in-Possession in any of the Debtors' cases, then the State of Utah shall automatically be entitled to "Enforcement Action."

7. This Second Amended Agreed Order shall not be construed in any way as to allow any party in interest the right to appeal from, or to re-open the appeal time of, the Original Order or the First Amended Agreed Order. Since there is no just cause for delay in the entry of this Second Amended Agreed Order, this Second Amended Agreed Order shall be and same hereby is a final and appealable order as to the terms contained herein.



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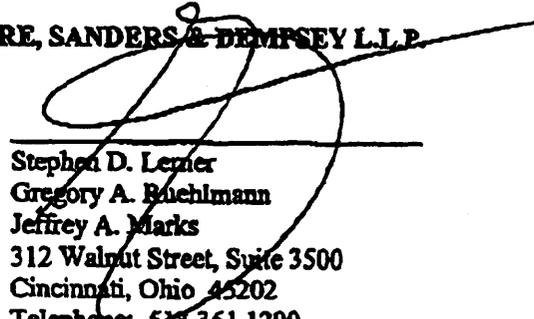
AGREED TO AND TO BE ENTERED:



Troy L. Francisco
Chief Executive Officer
Lodestar Energy, Inc.
333 West Vine Street, Suite 1700
Lexington, Kentucky 40507

~~SQUIRE, SANDERS & DEMPSEY L.L.P.~~

By:

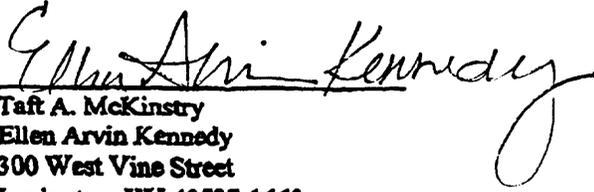


Stephen D. Lerner
Gregory A. Buchlmann
Jeffrey A. Marks
312 Walnut Street, Suite 3500
Cincinnati, Ohio 45202
Telephone: 513.361.1200
Facsimile: 513.361.1201
Email: slerner@ssd.com
gruehlmann@ssd.com
jemarks@ssd.com

**COUNSEL FOR DEBTORS AND
DEBTORS-IN-POSSESSION**

-and-

FOWLER, MEASLE & BELL, LLP

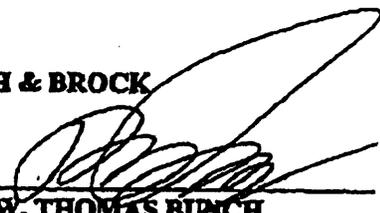
By: 
 Taft A. McKinstry
 Ellen Arvin Kennedy
 300 West Vine Street
 Lexington, KY 40507-1660
 Telephone: 859.252.6700
 Facsimile: 859.255.3735
 E-mail: tmckinstry@fmbllaw.com
ekennedy@fmbllaw.com

CO-COUNSEL FOR DEBTORS AND DEBTORS-IN-POSSESSION

STEVEN ALDER, ESQ.
 Assistant Attorney General, State of Utah
 State Capitol Office
 236 State Capitol
 Salt Lake City, UT 84114-0810

and

BUNCH & BROCK

BY:  11/12/02
 W. THOMAS BUNCH
 MATTHEW B. BUNCH ✓
 805 Security Trust Building
 271 West Short Street
 P.O. Box 2086
 Lexington, Kentucky 40588-2086
 (859) 254-5522
 E-mail: WTB@BunchLaw.com
Matt@BunchLaw.com

ATTORNEYS FOR THE DEFENDANTS

Pursuant to Local Rule 9022-1(c), Taft A. McKinstry or Ellen Arvin Kennedy shall cause a copy of this Second Amended Agreed Order to be served on each of the parties designated to receive this Second Amended Agreed Order pursuant to Local Rule 9022-1(a), and shall file with the Court a certificate of service of the Second Amended Agreed Order upon such parties within ten (10) days hereof.