

Thomas E Lauria
State Bar No. 11998025
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, FL 33131
Telephone: (305) 371-2700
Facsimile: (305) 358-5744

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
Telephone: (214) 651-5000
Facsimile: (214) 651-5940

PROPOSED ATTORNEYS FOR THE DEBTORS AND DEBTORS-IN-POSSESSION

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

_____)	
In re)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	Case No. 03-46590 (DML)11
Debtors.)	Jointly Administered
_____)	Hearing Date and Time: To Be Set

**DEBTORS' MOTION FOR ORDER AUTHORIZING THE PAYMENT OF
CERTAIN CRITICAL PREPETITION CLAIMS OWING ON ACCOUNT
OF (i) SHIPPING, STORAGE AND RELATED COSTS, AND
(ii) ESSENTIAL SERVICES, AND GRANTING RELATED RELIEF**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation ("Mirant") and its affiliated debtors, (collectively, the "Debtors"), as debtors-in-possession, file this motion for entry of an order authorizing the payment of certain critical prepetition claims owing on account of (i) shipping, storage and related costs and (ii) essential services, and granting related relief, and respectfully represent as follows:

JURISDICTION AND VENUE

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

PROCEDURAL BACKGROUND

2. The Cases. On July 14, 2003 (the “Petition Date”), each of the Debtors filed a voluntary petition in this court for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the “Bankruptcy Code”). The Debtors continue to manage and operate their businesses as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

3. Joint Administration Request is Pending. Concurrently with the filing of the Motion, the Debtors have moved the court to jointly administer the bankruptcy estates of the Debtors.

4. The Creditors’ Committee. No creditors’ committee has yet been appointed in these cases by the United States Trustee. Further, no trustee or examiner has been requested or appointed in any of the Debtors’ chapter 11 cases.

RELIEF REQUESTED

5. The Debtors utilize several vendors (the “Critical Vendors”) that provide either transportation, storage, packaging, oversight, inspection and related services or “single source” goods or other goods and services that are essential to the Debtors’ operations and that cannot be obtained elsewhere or cannot be replaced except at exorbitant costs to the estates. The Debtors’ ability to continue their operations in the aftermath of their bankruptcy filings will largely depend upon the continued provision of goods and services by these Critical Vendors. To ensure that the Debtors’ business operations will be minimally impacted during these

bankruptcy cases, the Debtors seek to pay all or a portion of prepetition claims owed to only those Critical Vendors who agree to provide reasonable and customary payment terms post-petition.

6. The Debtors' Critical Vendors are in large part comprised of Carriers and Essential Service Providers, as discussed in greater detail below. The Debtors seek to pay all or part of the prepetition claims of these Critical Vendors, in an aggregate amount not to exceed \$ 5.2 million, to ensure that the Critical Vendors provide necessary goods and services to the Debtors on a postpetition basis. The \$ 5.2 million aggregate cap represents less than 1/2% of the total unsecured claims against the Debtors' estates (which unsecured claims are in excess of \$ 9 billion), and approximately 1.3 percent of the total unsecured trade debt in these cases (which is over \$400 million).

7. Accordingly, the relief requested herein is narrowly tailored to facilitate the Debtors' restructuring efforts. By contrast, the harm suffered by the estates if essential goods and services of the Critical Vendors are postponed or terminated would be irreparable to the Debtors' reorganization efforts and the expeditious and successful emergence from these chapter 11 cases.

A. Shipping Obligations

8. The Debtors receive and store fuel to operate their power plants and for resale to third parties. The continued delivery of fuel to the Debtors' power plants in an orderly and uninterrupted fashion is crucial to the preservation of the Debtors' businesses. If the process is interrupted, even for a short period, the Debtors' power plants may cease operating and electricity service across the country may be disrupted. Indeed, many of the Debtors' power plants are required to run continuously at minimum base load levels or otherwise require long

lead times before being fully operational after a shut down. Simply put, sophisticated power plants are not turned on and off at the mere flip of a switch.

9. The Debtors receive coal by rail maintained by third parties. The Debtors also store reserve gas and oil as well as spare parts, unused turbines and other goods in storage tanks and warehouse facilities maintained by third parties. To obtain possession of such goods, the Debtors must pay, in certain circumstances, various incidental expenses, including freight and rail, transport, storage, fuel testing and/or similar charges (collectively, the "Transport Obligations") to the providers of such services (collectively, the "Carriers").

10. Historically, Transport Obligations relating to the delivery and storage of fuel have averaged approximately \$2 million per week in the aggregate with approximately \$440,000 per week representing payments in arrears. While approximately 80% of the Debtors' Transport Obligations relating to coal are prepaid, approximately 20% are paid typically ten days in arrears. Although the Debtors do not pay generally shipping costs related to ordinary oil deliveries, from time to time, the Debtors pay shipping costs related to special oil deliveries. Typically, the Debtors pay approximately \$30,000 per barge relating to special oil deliveries. In each case, the value of such fuel and goods, for which in most circumstances have been paid for in advance by the Debtors, far exceeds the amounts owing for outstanding Transport Obligations relating to such fuel and goods. For instance, Transport Obligations relating to load of coal worth \$280,000 at cost to the Debtors typically range from \$80,000 to \$100,000.

11. Typically, state laws grant entities such as carriers, warehousemen, mechanics, artisans, materialmen and repairmen possessory liens on the goods in their possession to secure payment for such charges and related expenses, if such entities retain possession of the

goods at issue.¹ Because prepetition Transport Obligations remain owing to Carriers at this time, fuel is likely to be retained, by some or all of the Carriers, as collateral for repayment of those obligations. Thus, under sections 361 and 363 of the Bankruptcy Code, these Carriers would be entitled to receive adequate protection payments or payments equal to the value of their valid liens under a confirmed plan.² The acceleration of payments on such claims will benefit the Debtors and their estates by giving the Debtors immediate access to their property, which is of greater value than the claims of the Carriers.

12. The Debtors believe that, in most circumstances, the obligation to pay shipping charges does not accrue until completion of performance, i.e., when the goods reach their final destination. Accordingly, with respect to goods in transit, obligations owing on account of freight may be entitled to payment as incurred and payable by the estates in the ordinary course of business pursuant to 11 U.S.C. § 363. Nevertheless, to the extent that payment of any amounts owing could be characterized as honoring a prepetition obligation, Debtors seek authority to pay such amounts.

¹ For example, section 7-307(1) (2001) of the Uniform Commercial Code provides in pertinent part:

A carrier has a lien on the goods covered by a bill of lading for charges subsequent to the date of its receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law. But against a purchaser for value of a negotiable bill of lading a carrier's lien is limited to charges stated in the bill or the applicable tariffs, or if no charges are stated then to a reasonable charge.

See also UCC § 7-209 (2001) (lien of warehouseman).

² Section 361 of the Bankruptcy Code provides, among other things, that when adequate protection is required under sections 363 or 364 of the Bankruptcy Code, such protection may take the form of cash payments. See 11 U.S.C. § 361(1).

13. No energy producer, including the Debtors, can afford to have shipments of fuel seized or halted by a shipper, consolidator or storage facility, nor can the Debtors afford to halt their operations to attempt to find new carriers. The former situation would embroil the Debtors in numerous litigations, while the later would have disastrous results for the Debtors' operations. Indeed, it is questionable whether chapter 11 debtors with unpaid obligations to such suppliers would be able to readily find other suppliers. Furthermore, many of the carriers, such as the rail service providers, represent the sole provider available for such services.

B. Essential Services

14. The Debtors pay for various essential services, including (i) permitting and environmental compliance services; (ii) emergency equipment and maintenance personnel; (iii) security, fire and alarm services; and (iv) water treatment (the "Essential Services"), to protect against the occurrence of one or more negative events and to ensure the safety and well-being of the Debtors' employees and neighbors and the integrity of the Debtors' infrastructure.

15. The Debtors estimate that they owe approximately \$ 5.2 million on account of unpaid prepetition Essential Services. The Debtors believe that many of the Essential Service providers will refuse to continue to provide Essential Services if the Debtors do not promptly pay prepetition amounts outstanding. In many instances, the Essential Service providers represent the sole source providers of such services or are otherwise not replaceable in a timely manner. The Debtors further submit that any discontinuity in the Essential Services of their facilities may have a severe detrimental impact upon their estates, the safety of their employees and the integrity of their infrastructure.

C. Regulatory Compliance Vendors

16. In the ordinary course of their business, the Debtors rely on a number of Critical Vendors to assist the Debtors in complying with applicable governmental laws and

regulations (the “Regulatory Compliance Vendors”). For example, the Debtors rely on certain disposal companies to remove and/or recycle a variety of regulated waste from the Debtors’ facilities for proper disposal. The Debtors cannot obtain qualified service from any other sources because these Regulatory Compliance Vendors are typically employed and/or licensed by state or local governments.

17. The Debtors believe that some of these Regulatory Compliance Vendors will refuse to perform postpetition services if their prepetition claims are not paid, thereby exposing the Debtors to the risk of non-compliance with applicable governmental laws and regulations. Any such potential violation of applicable governmental laws and regulations could cause governmental entities to attempt to levy fines or penalties against the Debtors postpetition or require closing of the facilities. In addition, proper disposal and/or recycling of the regulated waste on an uninterrupted basis will help protect the environment and benefit the public health, including the health and safety of the Debtors’ employees.

18. Because the Debtors must comply with applicable laws and regulations on a postpetition basis and cannot afford the potentially irreparable damage to their businesses that would be caused by adverse governmental action for regulatory non-compliance, the Debtors believe that their ability, in their sole discretion, to pay the Regulatory Compliance Vendors is essential to their reorganization efforts.

D. Equipment Maintenance Vendors

19. To ensure that energy production and waste processing equipment, including, without limitation, boilers, turbines, cranes, motors, computers and other ancillary equipment (collectively, the “Equipment”), in the Debtors’ facilities continue to function properly and at peak efficiency, such Equipment must be routinely maintained, cleaned and repaired. While the maintenance is being done, the Equipment often is inoperable and the

facility where the Equipment is located is either shut-down or operates at a percentage of its normal capacity.

20. It is crucial for the Debtors that the completion of maintenance and/or repair on the Equipment not be delayed by Equipment Maintenance Vendors who refuse to perform postpetition services as a result of these chapter 11 cases. The Equipment cannot be brought on-line and full revenue generating restored until the maintenance and/or repair is completed. Although the Debtors will make every effort to obtain continued performance, the Debtors believe that some of the Equipment Maintenance Vendors will refuse to provide postpetition goods and services to the Debtors if all or a portion of their prepetition claim is not satisfied. In addition to a loss in revenue, unscheduled Equipment downtime could result in the Debtors' inability to honor contracts requiring specific power output that the Debtors' otherwise would generate. For these reasons, any delay in the provision of services related to the Equipment maintenance—even for a few days—could result in significant harm to the Debtors' efforts to maximize cash flow at this critical time.

E. Security, Fire and Alarm Services; and Water Treatment

21. The Debtors also utilize various vendors that provide security services to the various facilities.

22. The Debtors believe that many of these providers will refuse to continue to provide services if the Debtors do not promptly pay prepetition amounts outstanding. In many instances, the providers represent the sole source providers of such services or are otherwise not replaceable in a timely manner.

23. These services are critical to the proper, efficient and safe functioning of the Debtors' facilities, and any discontinuity in the security and/or water treatment services of

their facilities may have a severe detrimental impact upon their estates, the safety of their employees and the integrity of their infrastructure.

F. Miscellaneous

24. The Debtors may determine that there are additional de minimis prepetition obligations, which have not been identified in this Motion (the “Miscellaneous Obligations”). Although the Debtors are unaware of any such obligations at this time, the Debtors may discover certain critical obligations subsequent to the date hereof. Accordingly, the Debtors request authority to pay any such additional obligations up to an aggregate amount of \$150,000 with no vendor receiving more than \$25,000 upon five days’ prior written notice to the Court, served upon the United States Trustee, the attorneys for the Debtors’ and the attorneys for any official committees appointed in the Debtors’ chapter 11 cases, and if no official committee has been formed, upon the Debtors’ fifty largest unsecured creditors, setting forth the nature and amount of the additional obligation sought to be paid. If an objection is interposed within such five-day period, the Debtors will then be required to seek authority from this Court to make such payment. The Debtors also reserve their rights to seek authority from the Court to pay any obligations in excess of the aforementioned cap.

APPLICABLE STANDARDS

25. The application of section 105 and, to the extent the relief requested relates to the payment of prepetition obligations, the doctrine of necessity to these cases is warranted and appropriate. As set forth below, the ability to pay prepetition obligations owing on account of Transport Obligation and Essential Services is critical to the Debtors’ continued operations.

26. Section 105(a) of the Bankruptcy Code provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, sua sponte, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent the abuse of process.

11 U.S.C. § 105(a). Section 105(a) of the Bankruptcy Code grants bankruptcy courts broad authority and discretion to enforce the provisions of the Bankruptcy Code either under specific statutory fiat or under equitable common law principles.

27. “The ability of a Bankruptcy Court to authorize the payment of pre-petition debt when such payment is needed to facilitate the rehabilitation of the debtor is not a novel concept.” In re Ionosphere Clubs, Inc., 98 B.R. 174, 175 (Bankr. S.D.N.Y. 1989). See also In re C.A.F. Bindery, Inc., 199 B.R. 828, 835 (Bankr. S.D.N.Y. 1996). This equitable common law principle “was first articulated by the United States Supreme Court in Miltenberger v. Logansport, C. & S.W. R. Co., 106 U.S. 286, 1 S.Ct. 140, 27 L.Ed. 117 (1882) and is commonly referred to as either the ‘doctrine of necessity’ or the ‘necessity of payment’ rule.” In re Ionosphere Clubs, Inc., 98 B.R. at 175-76. Under the doctrine of necessity, a bankruptcy court may exercise its equitable power to authorize a debtor to pay certain critical prepetition claims, even though such payment is not explicitly authorized under the Bankruptcy Code. See In re Columbia Gas System, 136 B.R. 930, 939 (Bankr. D. Del. 1992) (citing In re Lehigh & New England Rwy Co., 657 F.2d 570, 581 (3d Cir. 1981) (recognizing that “[I]f payment of a pre-petition claim ‘is essential to the continued operation of [the debtor], payment may be authorized.’”)).

28. This Court has developed a three part test for determining whether a general unsecured claim should be paid other than pursuant to a plan. See In re CoServ, L.L.C., 273 B.R. 487 (Bankr. N.D. Tex. 2002). A debtor must establish that:

- (a) it is critical that the debtor deal with the claimant;
- (b) unless it deals with the claimant, the debtor risks the probability of harm, or, alternatively, loss of economic advantage to the estate or the debtor's going concern value, which is disproportionate to the amount of the claimant's prepetition claim; and
- (c) there is no practical or legal alternative by which the debtor can deal with the claimant other than by payment of the claim.

Id. at 498-99. The Debtors can establish all three elements.

29. First, the continued and uninterrupted delivery of fuel to the Debtors' power plants and essential services related to the health and safety of the Debtors' employees and integrity of the Debtors' infrastructure is critical to the Debtors very existence as a going concern. Simply, without fuel to run the power plants, the Debtors cease to exist as a going concern. Second, the amounts sought to be paid herein are relatively de minimis in light of the Debtors' overall respective asset and liability values. Finally, many of the claimants possess possessory lien rights and therefore cannot be compelled to turn over the Debtors' goods absent a demonstration of adequate protection. Furthermore, for the particular categories of relief sought herein there is no practical alternative for the Debtors that does not otherwise risk irreparable harm to the Debtors' estates.

30. Based upon the foregoing, the Debtors submit that the relief requested herein is essential, appropriate and in the best interests of the Debtors, their creditors and all parties in interest. This Court and others have authorized the payment of critical prepetition claims. See, e.g., In re CoServ, L.L.C., 273 B.R. 487; In re Communications Dynamics, Inc., Case No. 02-12753 (Bankr. D. Del. September 26, 2002); In re Dimac Holdings, Inc., Case No.

005-01596 (Bankr. D. Del. April 7, 2000); In re Optel, Inc., Case No. 99-03951 (D. Del., November 1, 1999).

31. Nothing contained herein is intended or should be construed as an admission as to the validity of any claim against the Debtors, a waiver of the Debtors' right to dispute any claim or an approval or assumption of any agreement, contract or lease. Likewise, if this Court grants the relief requested herein, any payment made or credit granted pursuant to the Court's order is not intended and should not be construed as an admission as to the validity of any claim or a waiver of the Debtors' rights to subsequently dispute such claim.

NOTICE

32. Notice of this Motion has been provided to the Office of the United States Trustee for the Northern District of Texas; the holders of the fifty largest unsecured claims against the Debtors on a consolidated basis; and certain governmental entities, counsel and parties-in-interest; all as set forth in more detail on the Certificate of Service attached hereto. The Debtors submit that no other or further notice need be provided.

CONCLUSION

WHEREFORE, the Debtors respectfully request entry of an order authorizing the payment of certain critical prepetition claims owing on account of (i) shipping, storage and related costs and (ii) essential services, and granting related relief and such other and further relief as is just and proper.

Dated: Fort Worth, Texas
July 15, 2003

HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
(214) 651-5000

By /s/ Robin Phelan

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Ian Peck
State Bar No. 24013306

-and-

Thomas E Lauria
State Bar No. 11998025
Gerard Uzzi
Linda M. Leali
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
(305) 371-2700

PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION

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

In re)	
)	Chapter 11 Case
MIRANT CORPORATION, <u>et al.</u> ,)	
)	Case No. 03-46590(DML)11
Debtors.)	Jointly Administered
)	

**ORDER AUTHORIZING THE PAYMENT OF CERTAIN
CRITICAL PREPETITION CLAIMS OWING ON ACCOUNT OF
(i) SHIPPING, STORAGE AND RELATED COSTS, AND
(ii) ESSENTIAL SERVICES, AND GRANTING RELATED RELIEF**

Upon the Motion, dated July 15, 2003, (the "Motion"), of Mirant Corporation and its affiliated debtors, (collectively, the "Debtors"), as debtors-in-possession, for an order authorizing the payment of certain critical prepetition claims owing on account of (i) shipping, storage and related costs, and (ii) essential services, and granting related relief, all as more fully set out in the Motion; and it appearing that the Court has jurisdiction over this matter; and it appearing that due notice of this Motion has been provided as set forth in the Motion, and that no other or further notice need be provided; and it further appearing that the relief requested

in the Motion is in the best interest of the Debtors and their estates and creditors; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause therefor, it is

ORDERED that, the Motion is granted; and it is further

ORDERED that, capitalized terms not otherwise defined herein should have the meanings ascribed to such terms in the Motion; and it is further

ORDERED that, the Debtors are authorized, but not directed, to pay the Shipping Obligations up to \$ 930,000 in the aggregate; and it is further

ORDERED that, the Debtors are authorized, but not directed, to pay the Essential Services up to \$ 5.2 million in the aggregate; and it is further

ORDERED that, the Debtors are authorized, but not directed, to pay Miscellaneous Expenditures up to an aggregate amount of \$150,000 with no Critical Vendor receiving more than \$25,000, upon five days' prior written notice to the Court, served upon the United States Trustee for the Northern District of Texas, and the attorneys for any statutory committee appointed in the Debtors' chapter 11 cases, and if no statutory committee has been formed, upon each of the Debtors' fifty largest unsecured creditors on a consolidated basis, and the attorneys for the Debtors' Prepetition Lenders setting forth the nature and amount of the additional obligations sought to be paid. If an objection is interposed within such five-day period and the Debtors are unable to resolve such objection consensually, the Debtors may not make such payment without prior approval of this Court; and it is further

ORDERED that, the Debtors also reserve their rights to seek authority from the Court to pay any obligations in excess of the aforementioned cap; and it is further

ORDERED that, authorizations given to the Debtors in this Order empower but do not direct them to effectuate the payments herein, said Debtors retaining the business judgment to make or not make said payments, and in all instances subject to the condition that funds are available to effect any payment and in no event is any person or persons personally liable or shall become personally liable for any amounts authorized for payment herein; and it is further

ORDERED that, neither the provisions contained herein, nor any payments made by the Debtors pursuant to this Order shall be deemed an assumption of an executory contract or otherwise affect the Debtors' rights under section 365 of the Bankruptcy Code to assume or reject executory contracts; and it is further

ORDERED that, any payment made to a third party on account of any prepetition claims of the type enumerated above is subject to disgorgement in the event that such third party does not continue to provide services to the Debtors during the pendency of these cases, on the same terms as existed prior to the Petition Date; and it is further

ORDERED that, this Court shall, and hereby does, retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

End of Order

PREPARED BY:

Robin Phelan
State Bar No. 15903000
Judith Elkin
State Bar No. 06522200
Jan Peck
State Bar No. 24013306
HAYNES AND BOONE, LLP
901 Main Street
Suite 3100
Dallas, TX 75202
(214) 651-5000

-and-

Thomas E Lauria
State Bar No. 11998025
Gerard Uzzi
Linda M. Leali
WHITE & CASE LLP
Wachovia Financial Center
200 South Biscayne Blvd.
Miami, Florida 33131
(305) 371-2700

**PROPOSED ATTORNEYS FOR THE DEBTORS
AND DEBTORS-IN-POSSESSION**

CERTIFICATE OF SERVICE

The undersigned hereby certifies that she provided true and correct copies of the foregoing to Bankruptcy Services, LLC and directed them to effect service upon all persons on the attached Service Lists via facsimile and email transmission, where indicated, or via overnight courier, on the 15th day of July, 2003.

/s/ Judith Elkin

Service List

Environmental Protection Agency
EPA East
1201 Constitution Avenue, N.W.
Room number 4101 M
Washington, DC 20004
eMail:
Fax:

United States Attorney
Office of the United States Attorney
3rd Floor, 1100 Commerce Street
Dallas, Texas 75242
eMail:
Fax:

Attorney General
Office of the Attorney General
714 Jackson Street
6th Floor
Dallas, Texas 75202
eMail:
Fax:

Office of Attorney General
Main Justice Building
Room 5111
10th & Construction Avenue, N.W.
Washington, D.C. 20530
eMail:
Fax:

Internal Revenue Service
Special Procedures Staff
Internal Revenue Service
Mail Code 5020-DAL
1100 Commerce Street Room 9B8
Dallas, Texas 75242
eMail:
Fax:

Credit Suisse First Boston
C/o Issuer Services
ADP Proxy Services
51 Mercedes Way
Edgewood, NY 11717
eMail:
Fax: (631) 254-7618

Neuberger Berman LLC
605 Third Avenue
New York, NY 10158
eMail:
Fax:

Texas Workforce Commission
TEC Building Bankruptcy
101 East 15th Street
Austin, Texas 78778
eMail:
Fax:

Neuberger Berman LLC
C/o Issuer Services
ADP Proxy Services
51 Mercedes Way
Edgewood, NY 11717
eMail:
Fax: (516) 254-7618

Environmental Protection Agency
Fountain Place 12th Floor
Suite 1200
1445 Ross Avenue
Dallas, TX 75202-2733
eMail:
Fax:

Environmental Protection Agency
Atlanta Federal Center
61 Forsyth Street, SW
Atlanta, GA 30303-3104
eMail:
Fax:

Georgia Department of Labor
148 Andrew Young International Blvd
Atlanta, GA 30303-1751
eMail:
Fax:

Attorney General of Georgia
40 Capitol Square, SW
Atlanta, GA 30303
eMail:
Fax:

Wells Fargo Bank Minnesota NA
1600 East Madison Avenue
Mankato, MN 56001
eMail:
Fax:

Wells Fargo Bank Minnesota NA
C/o Issuer Services
ADP Proxy Services
51 Mercedes Way
Edgewood, NY 11717
eMail:
Fax:

Comptroller of Public Accounts
State Comptroller of Public Accounts
Section
P.O. Box 13528
Austin, Texas 78711
eMail:
Fax:

Benjamin C. Ackery
Hunton & Williams
Riverfront Plaza
East Tower
951 East Byrd Street
Richmond, VA 23219
eMail: backerly@hunton.com
Fax: (804) 788-8218

Jill Akre
Wachovia Securities
1339 Chestnut Street
3rd Floor
Philadelphia, PA 19107
eMail:
Fax:

Daniel Allen
Morgan Stanley Senior Funding Inc.
1633 Broadway
25th Floor
New York, NY 10019
eMail:
Fax:

Samuel Asiedu
Export Development Corporation
151 O'Connor
Ottawa, Canada K1A 1K3
eMail: Sasiedu@edc.ca
Fax: (613) 598-3186

Andrea Augustina
Deutsche Bank Securities Inc.
1251 Avenue of the Americas
New York, NY 10020
eMail:
Fax: (212) 463-3326

Patricia Baldwin
Goldman, Sachs & Co.
1 New York Plaza
45th Floor
New York, NY 10004
eMail:
Fax: (212) 902-1431

Kenneth J. Bauer
Bank One NA
One Bank One Plaza
8th Floor
Chicago, IL 60607
eMail:
Fax: (312) 732-3055

David Bennett
Thompson & Knight, LLP
1700 Pacific Avenue
Suite 3300
Dallas, TX 75201-4693
eMail:
Fax: (214) 969-1751

Jacqueline Brunetto
KBC Bank N.V.
245 Peachtree Center Avenue
Suite 2550
Atlanta, GA 30303
eMail: jacqueline.brunetto@kbc.be
Fax: (404) 584-5466

John Byrne
Lehman Brothers Inc.
70 Hudson Street
Jersey City, NJ 07302
eMail:
Fax: (212) 548-9262

Joseph J. Callahan
State Street Bank and Trust Compan
1776 Heritage Drive
Global Corporation Action Unit
Quincy, MA 02171
eMail:
Fax: (617) 537-5004

James S. Carr
Kelley Drye & Warren LLP
101 Park Avenue
New York, NY 10078
eMail: jcarr@kelleydrye.com
Fax: (212) 808-7897

Romalo Catalano
Merrill Lynch Professional Clearing C
101 Hudson Street
Jersey City, NJ 07302
eMail:
Fax: (201) 557-1876

Mark B. Cohen
Deutsche Bank AG
60 Wall Street
New York, NY 10019
eMail: mark.b.cohen@db.com
Fax: (212) 797-5695

Joseph P. Collins
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, IL 60603
eMail: jcollins@mayerbrownrowe.cc
Fax: (312) 706-9101

Paula Dabner
JP Morgan Chase
14201 Dallas Parkway
Dallas, TX 75254
eMail:
Fax: (469) 477-2183

Yoram Dankner
HypoVereinsbank
150 East 42nd Street
New York, NY 10017-4679
eMail: yoram.dankner@hvbamerica
Fax: (212) 672-5530

Billy D. Dixon
BP America, Inc.
501 Westlake Park Blvd.
Houston, TX 77079
eMail: billy.dixon@bp.com
Fax: (281) 366-7583

Angela D Dodd
Securities and Exchange Commissio
Midwest Regional Office
175 W. Jackson Blvd, Ste 900
Chicago, IL 60604
eMail: dodda@sec.gov
Fax: (312) 353-7398

Ken Donohue
JP Morgan Securities Inc.
34 Exchange Place
Jersey City, NJ 07302
eMail:
Fax: (201) 324-1691

John Dorans
Citigroup/Salomon Smith Barney
250 West Street, 8th Floor
New York, NY 10013
eMail: john.dorans@citigroup.com
Fax: (212) 723-3899

Fernando Ferreyea
Dexia Credit Local
445 Park Avenue
8th Floor
New York, NY 10022
eMail:
Fax:

Keith Frohlicher
US Bank National Association
1555 Rivercenter Drive
Suite 0300
Milwaukee, WI 53212
eMail:
Fax: (414) 905-5581

Marvin J. Goldstein
Stroock & Stroock & Lavan, LLP
180 Maiden Lane
New York, NY 10038-4982
eMail: mgoldstein@stroock.com
Fax: (212) 806-6006

Deborah Gravinese
TD Securities (USA) Inc.
31 West 52nd Street
New York, NY 10019-6101
eMail: deborah.gravinese@tdsecuri
Fax: (212) 827-7244

Karen Greene
The Northern Trust Company
801 Canal C-In
Chicago, IL 60607
eMail:
Fax: (312) 444-3882

Charles Greer
The Royal Bank of Scotland plc
101 Park Avenue
New York, NY 10178
eMail: charles.greer@rbos.com
Fax: (212) 401-3759

Cynthia Grimm
Bank of America Securities LLC
100 North Tryon
Charlotte, NC 28255-0001
eMail: Cindy.grimm@bankofameric
Fax: (704) 386-1319

Seth Grosshandler
Cleary Gottlieb Steen & Hamilton
One Liberty Plaza
New York, NY 10006
eMail: sgrosshandler@cgsh.com
Fax: (212) 225-3999

Scott Habura
Deutsche Bank Securities Inc.
1251 Avenue of the Americas
New York, NY 10020
eMail:
Fax: (212) 618-3722

Pat Haller
Citigroup Global Markets Inc.
333 West 34th Street
New York, NY 10001
eMail:
Fax: (212) 615-9053

Larry Hammond
Barclays Capital
222 Broadway
New York, NY 10038
eMail:
Fax: (212) 412-3350

Edward Hamway
Barclays Bank plc
200 Park Avenue
4th Floor
New York, NY 10166
eMail:
Fax:

Amelia Henson
The Northern Trust Company
801 Canal C-In
Chicago, IL 60607
eMail:
Fax: (312) 444-3882

Al Hernandez
Pershing Securities Corporation
1 Pershing Plaza
Jersey City, NJ 07399
eMail:
Fax: (201) 413-5263

Trevor Houston
Citigroup/Salomon Smith Barney
250 West Street, 8th Floor
New York, NY 10013
eMail: trevor.houston@citigroup.cor
Fax: (212) 723-3964

Stefan Huber
Landesbank Rheinland-Phalz
Grosse Bleiche 54-56
Mainz
Germany D-55098
eMail:
Fax:

Walter Hulse
UBS Warburg
299 Park Avenue
New York, NY 10171
eMail: walter.hulse@ubsw.com
Fax: (212) 821-2287

Anthony Ianno
JP Morgan Chase
277 Park Avenue
New York, NY 10072
eMail: anthony.ianno@chase.com
Fax: (646) 534-1355

Yasuo Imaizumi
Mizuho Corporate Bank
1251 Avenue of the Americas
New York, NY 10020
eMail:
Fax: (212) 282-4250

David Kalal
UBS Warburg
Impaired Loan Management
Stamford Branch
677 Washington Boulevard
Stamford, CT 06901
eMail:
Fax: (203) 719-3162

Paul Kehoe
Dresdner Kleinwort Wasserstein
1301 Avenue of the Americas
New York, NY 10029-6163
eMail: paul.kehoe@drkw.com
Fax: (212) 969-2710

Gauri Ketcher
The Royal Bank of Scotland plc
101 Park Avenue
New York, NY 10178
eMail: gauri.ketcher@rbos.com
Fax: (212) 401-3759

Chris Kinney
Barclays Bank plc
200 Park Avenue
4th Floor
New York, NY 10166
eMail: christopher.kinney@barcap.c
Fax:

Dennis Klejna
Refco Group Ltd., LLC
One World Financial Center
200 Liberty Street, Tower A
New York, NY 10281-1094
eMail: dklejna@refco.com
Fax: (212) 693-7332

Felicia LaForgia
Westdeutsche Landesbank Girozentri
1211 Avenue of the Americas
New York, NY 10036
eMail: felicia_laforgia@westlb.com
Fax: (212) 652-5971

Cecile Lamarco
The Bank of New York
One Wall Street
New York, NY 10286
eMail: clamarco@bankofny.com
Fax:

John Lasher
Deutsche Bank Trust Company Ameri
648 Grassmere Park Road
Nashville, TN 37211
eMail:
Fax: (615) 835-3409

Carlos Lede
UBS Securities LLC
677 Washington Boulevard
Stamford, CT 06901
eMail:
Fax: (203) 719-0795

David A. Leslie
Citibank, N.A.
3800 Citibank Center, B3-15
Tampa, FL 33610
eMail: David.Leslie@citigroup.com
Fax: (813) 604-1155

John Mancuso
Bank of New York/UBS AG Designed
One Wall Street
14th Floor
New York, NY 10286
eMail:
Fax:

Vincent Marzella
Bear Stearns Securities Corp.
One Metrotech Center North
4th Floor
Brooklyn, NY 11201-3862
eMail:
Fax: (347) 643-4625

Michael P. Massad, Jr.
Hunton & Williams
Energy Plaza, 30/F
1601 Bryan Street
Dallas, Texas 75201-3402
eMail: mmassad@hunton.com
Fax: (214) 880-0011

James Masters
Mizuho Corporate Bank
191 Peachtree Street, NE
Suite 3825
Atlanta, GA 30303
eMail:
Fax:

William McCoy
Morgan Stanley
1221 Avenue of the Americas
New York, NY 10020
eMail: william.mccoy@morganstanl
Fax: (212) 762-8896

George F. McElreath
United States Trustee's Office
Earle Cabell Federal Building
1100 Commerce Street
Room 9C60
Dallas, TX 75242
eMail: george.f.mcelreath@usdoj.g
Fax: (214) 767-8971

Michael McKenney
Bank of America Securities LLC
100 North Tryon
Charlotte, NC 28255-0001
eMail: michael.j.mckenney@bankof
Fax:

Lisa J. Mellencamp
Duke Energy Trading and Marketing,
5400 Westheimer Court
Houston, Texas 77056
eMail: lljmellencamp@duke-energy.
Fax: (713) 627-6134

Charles O'Neil
ING Bank NY
1325 Avenue of the Americas
New York, NY 10019
eMail:
Fax: (646) 424-6440

Sean O'Sullivan
Bayerische Landesbank Girozentrale
560 Lexington Avenue
17th Floor
New York, NY 10022
eMail: sosullivan@baylbn.com
Fax: (212) 310-9868

Peggy Peckham
Fleet National Bank
Fleet National Bank
100 Federal Street
12th Floor
Boston, MA 02110
eMail: peggy_a_peckham@fleet.com
Fax: (617) 434-3652

William Procasky
DZ Bank AG
609 Fifth Avenue
New York, NY 10017
eMail: william.procasky@dzbank.de
Fax: (212) 745-1422

Noel Purcell
Mizuho Corporate Bank
1251 Avenue of the Americas
New York, NY 10020
eMail:
Fax: (212) 282-4490

Caperton Putt
Wachovia Securities
GA9174, 999 Peachtree Street
Atlanta, GA 30309
eMail:
Fax:

Brian Regan
New York Mercantile Exchange, Inc.
World Financial Center
One North End Avenue
New York, NY 10282
eMail: bregan@nymex.com
Fax: (212) 229-2298

Victor Reich
Morgan Stanley & Co. Inc
One Pierrepont Plaza
Brooklyn, NY 11201
eMail: victor.reich@morganstanley.com
Fax: (718) 754-4291

Scott Reifer
Bank of America Securities LLC
300 Harman Meadow Boulevard
Secaucus, NJ 07094
eMail: scott.reifer@bankofamerica.com
Fax: (415) 835-2581

Monique Renta
Credit Suisse First Boston
11 Madison Avenue
New York, NY 10010-3629
eMail: monique.renta@csfb.com
Fax: (917) 326-8189

Bill Rhodes
Bank of Tokyo-Mitsubishi Trust Co.
1251 Avenue of the Americas
New York, NY 10020-1104
eMail: brhodes@btmna.com
Fax: (212) 782-6400

Magalle R. Salas
Federal Energy Regulatory Commission
888 First Street, N.E.
Washington, D.C. 20426
eMail:
Fax:

Frank Sandler
Bank of Nova Scotia
One Liberty Plaza
26th Floor
New York, NY 10006
eMail: frank.sandler@scotiacapital.com
Fax: (212) 225-5172

David Sawyer
Credit Suisse First Boston
11 Madison Avenue
New York, NY 10010-3629
eMail: david.sawyer@csfb.com
Fax: (212) 743-2659

Sanjeeva Senananyake
CIBC World Markets Corp.
425 Lexington Avenue
17th Floor
New York, NY 10022
eMail: sanjeeva.senananyake@us.cibc.com
Fax:

Carl Shafer
Bank One NA
1717 Main Street
4th Floor
Dallas, TX 75201
eMail:
Fax:

Alan Sidrane
Credit Lyonnais New York Branch
1301 Avenue of the Americas
New York, New York 10019
eMail: alan.sidrane@clamericas.com
Fax: (212) 261-3259

Didier Siffer
Credit Suisse First Boston
11 Madison Avenue
New York, NY 10010-3629
eMail: didier.siffer@csfb.com
Fax: (212) 325-0304

Paul Silverstein
Andrews & Kurth L.L.P.
Andrews & Kurth L.L.P.
805 Third Avenue
New York, NY 10022
eMail: psilverstein@akllp.com
Fax: (212) 850-2929

Gen Simms
Wachovia Securities
Class Action and Bankruptcy
111 8th Avenue
New York, NY 10011
eMail:
Fax: (212) 776-8161

Fredric Sosnick
Shearman & Sterling
599 Lexington Avenue
New York, NY 10022-6069
eMail: fsosnick@shearman.com
Fax: (212) 848-7179

Mark A. Speiser
Stroock & Stroock & Lavan, LLP
180 Maiden Lane
New York, NY 10038-4982
eMail: mspeiser@stroock.com
Fax: (212) 806-6006

Darrell Stanley
Credit Lyonnais Americas
1301 Travis Street
Suite 2100
Houston, TX 77002
eMail:
Fax: (713) 890-8668

Melissa Tarasovich
Boston Safe Deposit & Trust Co.
525 William Penn Place
Pittsburgh, PA 15259
eMail:
Fax: (412) 234-7244

Fred C. Thurston
Dresdner Bank, A.G.
75 Wall Street
25th Floor
New York, NY 10005-2889
eMail:
Fax:

Anica Trifan
Deutsche Bank AG
60 Wall Street
New York, NY 10019
eMail: anca.trifan@db.com
Fax: (212) 797-5695

Frank Turner
Lehman Brothers, Inc.
745 Seventh Avenue
3rd Floor
New York, NY 10019
eMail: fturner@lehman.com
Fax: (646) 758-1986

Bert Valdman
JP Morgan Chase
277 Park Avenue
New York, NY 10072
eMail: Bertrand.Valdman@JPMorgan.com
Fax: (646) 534-1355

Subash Viswanathan
CommerzBank AG
2 World Financial Center
225 Liberty Street
New York, NY 10281-1060
eMail: sviswanathan@cbkna.com
Fax: (404) 888-6539

John R. Weiss
Katten Muchin Zavis Rosenman
525 West Monroe Street
Suite 1600
Chicago, Illinois 60661-3693
eMail: John.Weiss@kmzr.com
Fax: (312) 577-4733

Steve A. Youngman
Weil, Gotshal & Manges, LLP
100 Crescent Court
Suite 1300
Dallas, Texas 75201-6950
eMail: stephen.youngman@weil.com
Fax:

Ron Zeller
TD Securities (USA) Inc.
31 West 52nd Street
New York, NY 10019-6101
eMail: robyn.zeller@tdsecurities.com
Fax: (212) 827-7284

Bruce R. Zirinsky
Cadwalder, Wickersham & Taft
100 Maiden Lane
New York, New York 10038
eMail: bruce.zirinsky@cwt.com
Fax: (212) 504-6666