

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
_____ )	

**APPLICATION FOR ENTRY OF AN INTERIM AND FINAL ORDER PURSUANT TO  
28 U.S.C. § 156(c) AUTHORIZING THE EMPLOYMENT AND RETENTION OF  
BANKRUPTCY SERVICES LLC AS CLAIMS, NOTICING AND BALLOTING AGENT**

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Mirant Corporation (“Mirant”) and its affiliated debtors (collectively, the “Debtors”), as debtors-in-possession, file this application for entry of an order authorizing the retention of Bankruptcy Services LLC (“BSI”) as claims, noticing and balloting agent (the “Application”), and respectfully represent as follows:

**JURISDICTION AND VENUE**

1. This Court has jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The relief

requested in the Application is authorized under 11 U.S.C. § 327 and may be implemented in accordance with Fed.R.Bankr.P. 2014. This Application also includes an initial disclosure required by 11 U.S.C. § 329, Fed.R.Bankr.P 2016(b), and Local Bankruptcy Rule 2016.1.

### **PROCEDURAL BACKGROUND**

2. The Cases. On July 14 and 15, 2003, Mirant Corporation and seventy-four of its affiliates filed voluntary petitions in this court for relief under chapter 11 of title 11 of the United States Code (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. 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. By this Application the Debtors request entry of an order under 28 U.S.C. § 156(c) authorizing the retention of BSI as claims administrator and noticing agent as of the date of commencement of these cases, to, among other things, (1) serve as the Court’s noticing agent and mail notices to the Debtors’ creditors and other parties in interest, (2) maintain the official claims register, and (3) serve as the Debtors’ solicitation and balloting agent in connection with any plan of reorganization to which a disclosure statement has been approved. The Debtors request entry of an order authorizing the Debtors employ BSI to perform the following functions:

- (a) Relieve the Clerk's Office of all noticing under any applicable rule of bankruptcy procedure;
- (b) File with the Clerk's Office a certificate of service, within ten (10) days after each service, which includes a copy of the notice, a list of persons to whom it was mailed (in alphabetical order), and the date mailed;
- (c) Maintain an up-to-date mailing list of all entities that have requested service of pleadings in these cases and a master service list of creditors and other parties in interest, which lists shall be available upon request of the Clerk's Office;
- (d) Comply with applicable state, municipal and local laws and rules, orders, regulations and requirements of Federal Government Departments and Bureaus;
- (e) Relieve the Clerk's Office of all noticing under any applicable rule of bankruptcy procedure relating to the institution of a claims bar date and the processing of claims;
- (f) At any time, upon request, satisfy the Court that it has the capability to efficiently and effectively notice, docket and maintain proofs of claim;
- (g) Furnish a notice of bar date approved by the Court for the filing of a proof of claim (including the coordination of publication, if necessary) and a form for filing a proof of claim to each creditor notified of the filing;
- (h) Maintain all proofs of claim filed against each of the Debtors' estates;
- (i) Maintain an official claims register by docketing all proofs of claim on a register containing certain information, including, but not limited to, the following:
  - (i) the name and address of claimant and agent, if agent filed proof of claim;
  - (ii) the date received;
  - (iii) the claim number assigned;
  - (iv) the amount and classification asserted;
  - (v) the comparative, scheduled amount of the creditor's claim (if applicable); and
  - (vi) pertinent comments concerning disposition of claims.

- (j) Maintain the original proofs of claim in correct claim number order, in an environmentally secure area, and protecting the integrity of these original documents from theft and/or alteration;
  - (k) Transmit to the Clerk's Office an official copy of the claims register on a monthly basis, unless requested in writing by the Clerk's Office on a more/less frequent basis;
  - (l) Maintain an up-to-date mailing list for all entities that have filed a proof of claim, which list shall be available upon request of a party in interest or the Clerk's Office;
  - (m) Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in these cases without charge during regular business hours;
  - (n) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of the transfer as required by Bankruptcy Rule 3001(e);
  - (o) Maintain court orders concerning claims resolution;
  - (p) Make all original documents available to the Clerk's Office upon request on an expedited immediate basis;
  - (q) Promptly comply with such further conditions and requirements as the Clerk's Office may hereafter prescribe; and
  - (r) Provide balloting services in connection with the solicitation process for any chapter 11 plan to which a disclosure statement has been approved by the Court.
6. The Debtors also request that the Clerk's Office release all filed claims

directly to BSI.

## **BASIS FOR RELIEF REQUESTED**

**A. The Bankruptcy Rules and Applicable Law Provides for the Relief Requested.**

7. Rule 2002 of the Federal Rules of Bankruptcy Procedure provides that certain notices must be served upon creditors and parties in interest. Under Bankruptcy Rule 2002, the court may direct that some person other than the clerk of the court serve Bankruptcy Rule 2002 notices upon creditors and parties in interest. In addition, 28 U.S.C. § 156(c), which governs the staffing and expenses of the bankruptcy court, authorizes the bankruptcy court to procure the services of third parties to assist with noticing and other chapter 11 administrative matters:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. §156(c).

**A. BSI is Well Qualified to Serve as Noticing, Claims and Balloting Agent.**

8. The Debtors may have thousands of creditors and parties in interest to whom notices must be sent. Given the size of the Debtors' creditor body, it will be more efficient and less burdensome on the Clerk of the Court to have BSI undertake the tasks associated with noticing the Debtors' thousands of creditors and parties in interest and processing proofs of claim. The process of receiving, docketing, maintaining, photocopying and transmitting proofs of claim and related notices in these case can be effectively served by engaging an independent third party to act as agent for the court.

9. BSI is one of the nation's leading agents for noticing, claims administration and balloting. BSI specializes in claims agent and noticing services, and has a proprietary claims management system in which claims are effectively managed for the clerk of the bankruptcy court. The Debtors have selected BSI as their claims and noticing agent because of the firm's experience in serving in such capacity in chapter 11 cases of this size and the reasonableness of its fees. The Debtors believe that BSI is both well-qualified and uniquely able to serve as the claims and noticing agent in these chapter 11 cases. In short, engaging BSI to serve designated notices, manage claims files and maintain the claims register will expedite service of Rule 2002 notices, streamline the claims administration process and permit the Debtors to focus their efforts on confirming their prepackaged plan of reorganization.

10. BSI will not be engaged to aid the Debtors in the preparation of the Debtors' Schedules of Assets and Liabilities and Statement of Financial Affairs (the "Schedules") or monthly operating reports required by the Office of the United States Trustee. BSI will perform the claims management function of their employment at the direction of the Debtors, and the noticing agent function at the direction of the Clerk of Court. BSI has represented to the Debtors, among other things, that:

- (a) BSI will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the Agent in these chapter 11 cases;
- (b) by accepting appointment in these chapter 11 cases, BSI waives any rights to receive compensation from the United States government;
- (c) in its capacity as the Agent in these chapter 11 cases, BSI will not be an agent of the United States and will not act on behalf of the United States;
- (d) in its capacity as the Agent in these chapter 11 cases, BSI will not misrepresent any fact to any person; and

(e) BSI will not employ any past or present employees of the Debtors in connection with its work as the Agent in these chapter 11 cases.

11. BSI has further represented to the Debtors that the officers and employees of BSI do not have any connection with or any interest adverse to the Debtors, their creditors, or any other party in interest, or their respective attorneys and accountants, except as set forth herein and in the annexed affidavit of Kathy Gerber (the "Affidavit").

12. Notwithstanding the foregoing, the Debtors hereby disclose to the Court, in connection with the representation of all of the Debtors by BSI, that there are certain interrelationships between and among the Debtors. The Debtors do not believe, however, that their relationships to one another pose any conflict of interest in these chapter 11 cases because of their general unity of interest at all levels. Accordingly, the Debtors submit that BSI's representation of all the Debtors is permissible under the Bankruptcy Code and is in the best interests of all parties in interest. The Debtors firmly believe that BSI is qualified to represent their interests and the interests of their estates.

### **COMPENSATION**

13. The Debtors request authority to compensate and reimburse BSI in accordance with the payment terms of the BSI Agreement attached hereto as Exhibit "A" for all services rendered and expenses incurred in connection with the Debtors' chapter 11 cases.

14. The Debtors believe that such terms are reasonable and appropriate for services of this nature and comparable to those charged by other providers of similar services.

15. In an effort to reduce the administrative expenses related to BSI's retention, the Debtors seek authorization to pay BSI's fees and expenses, as set forth in the BSI Agreement, without the necessity of BSI filing formal fee applications.

16. BSI acknowledges that it will perform its duties if it is retained in the Debtors' chapter 11 cases regardless of payment and to the extent that BSI requires redress, it will seek appropriate relief from the Court.

17. In the event that BSI's services are terminated, BSI shall perform its duties until the occurrence of a complete transition with the Clerk's Office or any successor claims and noticing agent.

18. To the best of the Debtors' knowledge, based upon the Gerber Affidavit, neither BSI nor any of its members or employees holds or represents any interest adverse to the Debtors' estates or creditors with respect to the services described herein and in the BSI Agreement.

19. The Debtors submit that the retention of BSI will inure to the benefit of the Debtors, their estates and all parties in interest by expediting the claims docketing and reconciliation process as well as the plan solicitation process by permitting them to be conducted in a cost effective manner by a firm with proven abilities in providing such services.

20. Subject to the provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules and orders of the Court, the Debtors propose to pay BSI its customary hourly rates for services rendered that are in effect from time to time, as set forth in the Affidavit, and to reimburse BSI according to its customary reimbursement policies, and submits that such rates are reasonable.

### **NOTICE**

21. Notice of this Application has been given to the Office of the United States Trustee for the Northern District of Texas, the Debtors' fifty largest unsecured creditors



on a consolidated basis, appropriate federal and state agencies, and any persons requesting notice. The Debtors submit that no other or further notice need be provided.

22. No previous application for the relief sought herein has been made to this or any other court.

**CONCLUSION**

WHEREFORE, the Debtors respectfully request entry of an order (i) approving the Debtors' retention of BSI as claims, noticing and balloting agent for the Debtors pursuant to 28 U.S.C. § 156(c), and (ii) granting the Debtors such other and further relief as is just.

RESPECTFULLY SUBMITTED this 16<sup>th</sup> day of July, 2003.

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

By: /s/ Ian T. Peck

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  
Michelle C. Campbell  
State Bar No. 24001828  
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 he has authorized BSI as service agent to cause to serve a true and correct copy of the foregoing Application and Affidavit upon all parties on the attached service list via United States first class mail, postage prepaid, on the 16<sup>th</sup> day of July, 2003 in accordance with the Federal Rules of Bankruptcy Procedure.

/s/ Ian T. Peck



3. The compensation arrangement provided for in the BSI Agreement is consistent with and typical of arrangements entered into by BSI and other such firms with respect to rendering similar services for clients such as the Debtors.

4. The Debtors will pay BSI fees and expenses upon the submission of monthly invoices by BSI summarizing, in reasonable detail, the services for which compensation is sought.

5. To the best of my knowledge and belief, neither I nor BSI holds or represents any interest adverse to the Debtors' estates and BSI will not represent any other entity in connection with these chapter 11 cases.

6. Based on the information available to me, I believe that BSI is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code and holds no interest adverse to the Debtors and their estates for the matters for which BSI is to be employed.

7. I am not related or connected to and, to the best of my knowledge, no other professional of BSI is related or connected to any United States Bankruptcy Judge for the Northern District of Texas or the United States Trustee or to any employee in the offices thereof.

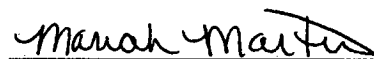
8. To the best of my knowledge and belief, and except as described herein, neither I nor BSI nor any officer or director of BSI has any connection or relationship with the Debtors that would conflict with the scope of BSI's retention or would create any interest adverse to the Debtors' estates, any statutorily appointed committee or any other party in interest. BSI has and will continue to represent clients in matters unrelated to these cases and has had and will continue to have relationships in the ordinary course of its business with certain professionals in connection with matters unrelated to these cases.

9. There is no agreement or understanding between BSI and any other person or entity for sharing compensation received or to be received for services rendered by BSI in connection with these chapter 11 cases.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

  
Affiant

Subscribed and Sworn to before me  
this 8<sup>th</sup> day of July, 2003

  
Notary Public  
Commission Expires: June 24, 2006

**MARIAH TIFFANY MARTIN**  
Notary Public, State Of New York  
No. 01MA6076302  
Qualified In Suffolk County  
Commission Expires June 24, 2006

**BANKRUPTCY SERVICES LLC**  
**STANDARD BANKRUPTCY SERVICES AGREEMENT**

Between Bankruptcy Services LLC, a New York limited liability company ("BSI") and Mirant Corporation, et al. (the "Customer" or "Debtor") dated as of July 9, 2003.

In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**General Terms and Conditions**

**1. Services.**

In accordance with the charges, terms and conditions contained in this Agreement and in the schedules attached hereto (the "Agreement"), BSI agrees to furnish Customer with computerized bankruptcy support services and bankruptcy administrative services as described on Schedule A hereto.

**2. Term.**

This Agreement shall become effective on the later of (i) the date of its acceptance by BSI and (ii) the date of entry of an order by the Bankruptcy Court approving this Agreement (or such earlier date set by the Bankruptcy Court). The Agreement shall remain in effect until terminated by the Customer on one (1) month's prior written notice received by BSI and entry of an order of the Court discharging BSI as claims agent or by BSI upon three (3) month's prior written notice received by the Customer and entry of an order of the Court discharging BSI as claims agent.

**3. Charges.**

3.1 For services and materials furnished by BSI under this Agreement, Customer shall pay the charges set forth in Schedule A attached hereto and made a part of this Agreement. BSI will bill Customer monthly. All invoices shall be due and payable upon receipt.

3.2 BSI reserves the right to reasonably increase its prices, charges and rates annually on January 2nd of each year. However, if such increases exceed 10%, BSI will be required to give sixty (60) days prior written notice to Customer.

3.3 Customer agrees to pay BSI for all materials necessary for BSI's performance under this Agreement, other than computer hardware and software, and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, postage and related items.

3.4 In addition to all charges for services and materials hereunder, Customer shall pay to BSI all taxes, however designated, levied or based that are applicable to this Agreement or are measured directly by payments made under this Agreement and are required to be collected by BSI or paid by BSI to taxing authorities. This provision, includes but is not limited to, sales, use and excise taxes, but does not include personal property taxes or taxes based on net income.

3.5 In addition to all other charges for services and materials hereunder, Customer shall pay to BSI any actual charges related to, arising out of or as a result of any Customer error or omission, as mutually agreed by BSI and Customer. Such charges shall include but not be limited to re-runs and any additional clerical work billed at the BSI then prevailing standard rates, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on Schedule A hereto.

3.6 Where the Customer requires measures that are unusual and beyond normal business practice of BSI such as but not limited to CPA audit, errors and omissions insurance, or off premises storage of data, the cost of such measures, if provided by BSI, shall be charged to the Customer at a competitive rate.

3.7 In the event of termination due to Customer's default, Customer shall be liable for all amounts then owing.

3.8 Upon the Court's approval of the Agreement, Customer shall pay BSI a retainer in the amount of \$15,000 to be applied against BSI's final invoice for the services provided herein.

#### 4. Confidentiality.

All of Customer's data given to BSI will be safeguarded by BSI to the same extent that BSI safeguards data relating to its own business; provided, however, that if data is publicly available, was already in BSI's possession or known to it, or was rightfully obtained by BSI from a third party, BSI shall bear no responsibility for disclosure. Customer agrees that BSI shall not be liable beyond the limits provided in Section 7.1 herein for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any material supplied by Customer to BSI in the performance of this Agreement.

#### 5. Title to Property.

BSI reserves all property rights in and to all materials, concepts, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, routines, sub-routines, procedural manuals and documentation furnished or developed by BSI for itself or for use by the Customer ("Property"). Charges paid by Customer do not vest in Customer any rights to the Property, it being expressly understood that the Property is made available to Customer under this Agreement solely for Customer's use during and in connection with each use of the BSI equipment and services. Customer agrees not to copy or permit others to copy any of the Property.

#### 6. Disposition of Data.

Any data, programs, storage media or other materials furnished by the Customer to BSI in connection with this Agreement may be retained by BSI until the services provided herein are paid for, or until this Agreement is terminated with the services provided herein having been paid for in full. Customer shall remain liable for all charges imposed under this Agreement as a result of data or physical media maintained by BSI. BSI shall dispose of the data and media in the manner requested by Customer. Customer agrees to pay BSI for reasonable expenses incurred as a result of the disposition of the data or media. After giving Customer thirty (30) days advance notice, BSI reserves the right to dispose of data or media maintained by BSI for Customer if Customer has not utilized the services provided herein for a period of at least ninety (90) days or if Customer has not paid all charges due to BSI.

#### 7. Limitation of Liability and Warranty.

7.1 Except as provided herein, BSI's liability to Customer or any person claiming through or under Customer for any claim, loss, damage, expense of any kind, or for any lost profits, loss of business or other consequential damages even if BSI has been advised of the possibility of such damages, whether direct or indirect and unless due to gross negligence or willful misconduct of BSI shall be limited to the total amount billed or billable to Customer for the portion of the particular work which gave rise to the loss or damage. In no event shall BSI be liable to Customer for any special or consequential damages (including loss of anticipated profits) incurred by Customer in connection with or arising out of the services provided for in this Agreement.

7.2 Customer is responsible for the accuracy of the programs and data it submits for processing to BSI and for the output. Customer agrees to initiate and maintain backup files that would allow Customer to regenerate or duplicate all programs and data submitted by Customer to BSI.

7.3 Customer agrees that except as set forth in the paragraph 7.1 above, BSI makes no representations or warranties, express or implied, including but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

#### 8. General

8.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.

8.2 This Agreement may not be assigned by Customer without the express written consent of BSI, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Customer, and shall not be made available to any other persons.

8.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law.



8.4 The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

8.5 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by certified mail, postage prepaid, and addressed as follows:

If to BSI:

Bankruptcy Services LLC  
757 Third Avenue, Third Floor  
New York, New York 10017  
Attn: Ron Jacobs

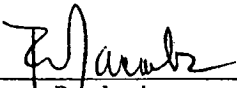
If to Customer:

Project M  
C/o \_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

8.6 This Agreement shall be subject to approval of the United States Bankruptcy Court for the \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BANKRUPTCY SERVICES LLC

By:   
Ron Jacobs  
President

Project M

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



8.4 The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

8.5 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by certified mail, postage prepaid, and addressed as follows:

If to BSI:

Bankruptcy Services LLC  
757 Third Avenue, Third Floor  
New York, New York 10017  
Attn: Ron Jacobs

If to Customer:

Mirant Corporation  
1155 Perimeter Center West  
Atlanta, Ga 30322  
Attn: Zack Starbird

8.6 This Agreement shall be subject to approval of the United States Bankruptcy Court for the Northern District of Texas, Fort Worth Division.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

BANKRUPTCY SERVICES LLC

By: \_\_\_\_\_

Ron Jacobs  
President

Mirant Corporation

By: Douglas L Miller

Name: DOUGLAS L MILLER

Title: SR VP & General Counsel

**SCHEDULE A  
MIRANT CORPORATION – CHAPTER 11  
COMPREHENSIVE FEE SCHEDULE**

**CLAIMS AGENT and RECONCILIATION:**

- |   |  |                            |
|---|--|----------------------------|
| o | <u>Set-Up Fee</u>  | <b>WAIVED</b>              |
| o | <u>Claims Docketing</u>  |                            |
| - | Document Handling  | <b>WAIVED</b>              |
| - | Document Storage   | <b>WAIVED</b>              |
| - | Input Records  |                            |
|   | - Tape/Diskette  | \$ 0.10/each               |
|   | - Other Data Formats   | 125.00/hour                |
| - | Input Filed Claims   | 0.95/claim + hourly rates  |
| - | Database Maintenance & Claims Tracking<br>System Software Utilization* | 250.00 + 0.10/creditor/mo. |

\* Includes software design and customization, system utilization, installation at customer site, training and ongoing systems maintenance.

**BALLOTING:**

Printing and mailing of ballots to be incorporated with a Disclosure Statement/Reorganization Plan mailing is subject to unit pricing for Mailing/Noticing. Set-up, tabulation and verification of the vote are charged at the hourly rates quoted below.

**DISBURSEMENTS:**

- |   |                              |               |
|---|------------------------------|---------------|
| o | <u>Transaction Fees</u>      |               |
| - | Per check or Form 1099       | \$ 1.50/each  |
| - | Per record to transfer agent | .25/each      |
| - | Special reports              | .10/page      |
| - | Database Maintenance         | <b>WAIVED</b> |

**SCHEDULE A  
MIRANT CORPORATION – CHAPTER 11  
COMPREHENSIVE FEE SCHEDULE**

**ALL SERVICES:**

o Mailing/Noticing

- Print & Mail (First Page) \$ .20each
- Additional Pages .10/each
- Single Page (Duplex) .24/each
- Change of Address – data input and modifications .46/each
- E-Mail Service Priced by volume

o Printing and Reproduction

- Reports \$ .10/page
- Photocopies .15/page
- Labels .05/each
- Fax .50/page
- Document Imaging .40/image

o Newspaper & legal notice publication Quoted as Required

o Professional Fees

Any additional professional services not covered by this proposal will be charged at BSI hourly rates including any outsourced data input services performed under BSI supervision and control:

- Kathy Gerber \$ 210.00/hour
- Senior consultants 185.00/hour
- Programmer 130.00 – 160.00/hour
- Associate 135.00/hour
- Data Entry/Clerical 40.00 - 60.00/hour
- Schedule Preparation 225.00/hour

**Note:** If requested, BSI will coordinate outside services for notice publication, printing and microfilming. Reimbursable expenses including travel, postage, and courier are billed at cost. Postage is payable in advance of any mailings.

Premium rates apply for after hours and weekend requirements.