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Proposed Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | |
|---|---|
| In re: | Chapter 11 |
| Boston Generating, LLC, et al.,[1] | Case No. 10-14419 (SCC) |
| Debtors. | Joint Administration Requested |

**DEBTORS' APPLICATION TO RETAIN AND EMPLOY THE GARDEN CITY GROUP, INC. AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS AND AUTHORIZING THE APPOINTMENT OF THE GARDEN CITY GROUP, INC. AS CLAIMS AND NOTICING AGENT TO THE OFFICE OF THE CLERK OF THE COURT**

The above-captioned debtors and debtors-in-possession (collectively, the "**Debtors**") hereby apply to this Court (the "**Application**") for entry of an order (the "**Order**"), in substantially the form attached hereto as Exhibit A, pursuant to 28 U.S.C. § 156(c) and Rule 5075-1(a) of the Local Rules for the United States Bankruptcy Court for the Southern District of New York (the "**Local Rules**"), authorizing the Debtors to retain and employ The Garden Garden City Group, Inc. ("**GCG**") as claims and noticing agent and authorizing the appointment of GCG as claims and noticing agent to the Office of the Clerk of this Court (the "**Clerk's**

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River

**Office**"). The Debtors seek to retain and employ GCG pursuant to the terms of the Retention Agreement dated June 10, 2010 between GCG and the Debtors, a copy of which is attached hereto as Exhibit B (the "**Retention Agreement**"). The facts and circumstances supporting this Application are set forth in the Declaration of Jeff Hunter, Manager, Executive Vice President and Chief Financial Officer of EBG Holdings LLC, in Support of Chapter 11 Petitions and First Day Pleadings (the "**First Day Declaration**"), filed concurrently herewith. In further support of this Application, the Debtors submit the Affidavit of Jeffrey S. Stein, attached hereto as Exhibit C (the "**Stein Affidavit**") and respectfully state as follows:

## Jurisdiction and Venue

1. This Court has jurisdiction over this Application under 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). Venue of this proceeding and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409. No request for the appointment of a trustee or examiner has been made in these Chapter 11 Cases (as defined below), and no official statutory committees have been appointed or designated by the office of the United States Trustee.

2. The statutory bases for the relief requested herein are Section 156(c) of title 28 of the United States Code, Section 503(b) of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (the "**Bankruptcy Code**"), Rules 2002(f) and 6003 of the Federal Rules of Bankruptcy Procedure (the "**Bankruptcy Rules**") and Rule 5075-1(a) of the Local Rules.

## Background

3. On the date hereof (the "**Petition Date**"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code (the "**Chapter 11 Cases**"). The

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Development, LLC (7933); Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

Debtors are operating their business and managing their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. Concurrently with the filing of this Application, the Debtors have requested procedural consolidation and joint administration of these Chapter 11 Cases.

4. A description of the Debtors' business, the reasons for commencing these Chapter 11 Cases, and the relief sought from this Court to allow for a smooth transition into chapter 11 (including the facts and circumstances supporting this Application) are set forth in the First Day Declaration filed contemporaneously with this Application.

**Relief Requested**

5. By this Application, the Debtors seek approval of the (i) appointment of GCG as claims and noticing agent to the Clerk's Office in these Chapter 11 Cases and (ii) retention of GCG by the Debtors to serve as claims and noticing agent pursuant to the terms and conditions of the Retention Agreement. The Debtors' selection of GCG to act as the claims and noticing agent has satisfied this Court's *Protocol for the Employment of Claims and Noticing Agents*, in that the Debtors have obtained and reviewed engagement proposals from other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtors submit, based on all engagement proposals obtained and reviewed, that GCG will provide the most cost-effective and efficient service as a claims and noticing agent for these Chapter 11 Cases. As the claims and noticing agent, GCG will, among other things, (i) distribute required notices to parties in interest, (ii) assist the Debtors in the collection of information and preparation of Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, "**Schedules**"), (iii) receive, examine, maintain and docket all proofs of claim and proofs of interest filed in these Chapter 11 Cases and maintain the associated claims registers, (iv) if necessary, assist with the solicitation, collection, and tabulation of the acceptances and

rejections of the Debtors' plan of reorganization from parties entitled to vote thereon and (v) provide such other administrative services that this Court, the Clerk's Office, and the Debtors may require in connection with these Chapter 11 Cases.

6. By this Application, the Debtors are also seeking authority to: (i) compensate GCG on a monthly basis, in accordance with the Retention Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charged for each, and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with this Court; and (ii) in the event these Chapter 11 Cases convert to cases under chapter 7, continue to pay for GCG's services until the claims filed in these Chapter 11 Cases have been completely processed and, if GCG's representation is necessary in the converted chapter 7 cases, continue to pay GCG in accordance with 28 U.S.C. § 156(c) under the terms set out in this Application.

**Basis for Relief**

7. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of this Court, authorizes this Court to use facilities other than those of the Clerk's Office for the administration of chapter 11 cases. It provides, in relevant part, that:

> [a]ny 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.

28 U.S.C. § 156(c).

8. In addition, Local Rule 5075-1(a) provides, in relevant part, as follows:

> The Court may direct, subject to the supervision of the Clerk, the use of agents either on or off the Court's premises to file Court

> records, either by paper or electronic means, to issue notices, to maintain case dockets, to maintain Judges' calendars, and to maintain and disseminate other administrative information where the costs of such facilities or services are paid for by the estate.

Local Rule 5075-1(a).

9. The Debtors have selected GCG because of GCG's well-developed, efficient and cost-effective methods in its area of expertise. The Debtors have thousands of creditors, potential creditors and other parties in interest involved in these Chapter 11 Cases. The Debtors believe that these parties in interest may impose heavy administrative and other burdens upon the Debtors' estates, this Court, and the Clerk's Office. To relieve this Court, the Clerk's Office and the Debtors' estates of these burdens, the Debtors seek an order appointing GCG as the claims and noticing agent in these Chapter 11 Cases pursuant to both 28 U.S.C. § 156(c) and Local Rule 5075-1(a).

**GCG's Qualifications**

10. GCG is a claims administration firm that specializes in chapter 11 administration, consulting and analysis, including noticing, claims processing, voting and other administrative tasks in chapter 11. The Debtors believe that such assistance will expedite service of notices, streamline the claims administration process and permit the Debtors to focus on their reorganization efforts.

11. The Debtors believe that the retention of GCG as this Court's outside agent is in the best interests of their estates and the other parties in interest. GCG has provided identical or substantially similar services in other chapter 11 cases in this jurisdiction. See, e.g., In re Mount Vernon Monetary Mgmt. Corp., Case No. 10-23053 (RDD) (Bankr. S.D.N.Y. May 27, 2010) [Docket No. 17]; In re BearingPoint, Inc., Case No. 09-10691 (REG) (Bankr. S.D.N.Y. February 19, 2009) [Docket No. 32]; In re Fortunoff Holdings, LLC, Case No. 09-10497 (RDD) (Bankr.

S.D.N.Y. February 10, 2009) [Docket No. 68]; In re Star Tribune Holdings Corp., Case No. 09-10244 (RDD) (Bankr. S.D.N.Y. February 6, 2009) [Docket No. 72].

12. GCG has assured the Debtors that it will take care not to (A) duplicate the efforts of any other professional of the Debtors retained in these Chapter 11 Cases and (B) charge any premium or markup with respect to services it has outsourced to a third party. GCG is the sole claims and noticing agent in these Chapter 11 Cases. The Debtors have not sought to retain any other similar professionals in these Chapter 11 Cases. As a result, duplication of effort by GCG is unlikely. Nevertheless, GCG will endeavor to coordinate with other professionals retained by the Debtors that are involved significantly in these Chapter 11 Cases to avoid duplication and inefficiency.

**Scope of GCG's Services**

13. Pursuant to the Retention Agreement and subject to this Court's approval, GCG has agreed to provide, upon request by this Court or the Debtors, the following services:

(a) Serving required notices and other pleadings, including:

i. a notice of the commencement of these Chapter 11 Cases and the initial meeting of creditors under Section 341(a) of the Bankruptcy Code;

ii. copies of interim "first day" orders to interested parties;

iii. notices of all hearings, including, without limitation, hearings with respect to (A) entry of final orders for any "first day" pleadings entered on an interim basis at the "first day" hearing, (B) approval of the Debtors' disclosure statement and (C) confirmation of the Debtors' plan of reorganization; and

iv. such other miscellaneous notices as the Debtors or this Court may deem necessary or appropriate for an orderly administration of these Chapter 11 Cases.

(b) Within three (3) business days after the service of a particular notice, preparing for filing with the Clerk's Office a certificate or affidavit of service that includes (i) an alphabetical list of persons on whom the notice was served, along with their addresses and (ii) the date and manner of service.

(c) Assisting the Debtors in the collection of information and preparation of the Schedules.

(d) Maintaining a copy of the Debtors' Schedules listing the Debtors' known creditors and the amounts owed thereto.

(e) Maintaining copies of all proofs of claim and proofs of interest filed in these Chapter 11 Cases.

(f) Maintaining official claims registers in these Chapter 11 Cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:

i. the name and address of the claimant or interest holder and any agent thereof, if the proof of claim or proof or interest was filed by an agent;

ii. the date the proof of claim or proof of interest was received by GCG and/or this Court;

iii. the claim number assigned to the proof of claim or proof of interest; and

iv. the asserted amount and classification of the claim.

(g) Implementing necessary security measures to ensure the completeness and integrity of the claims registers.

(h) Maintaining an up-to-date mailing list for all entities that have filed proofs of claim or proofs or interest and making such list available upon request to the Clerk's Office or any party in interest.

(i) Providing access to the public for examination of copies of the proofs of claim or proofs or interest filed in these Chapter 11 Cases without charge during regular business hours.

(j) Assisting with solicitation services, which may include some or all of the following services:

i. printing of ballots including the printing of creditor and shareholder specific ballots;

ii. preparing voting reports by plan class for review and approval by the client and its counsel;

iii. coordinating the mailing of ballots, disclosure statement, and plan of reorganization to all voting and non-voting parties and providing an affidavit of service;

iv. establishing a toll-free "800" number to provide information and receive questions regarding these Chapter 11 Cases, including questions about voting on the plan; and

v. receiving ballots at a post office box, inspecting ballots for conformity to voting procedures, date stamping and numbering ballots consecutively, and tabulating and certifying the results.

(k) Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders, and other requirements.

(l) Promptly complying with such further conditions and requirements as the Clerk's Office or this Court may at any time prescribe.

(m) Providing such other claims processing, noticing, and related administrative services as may be requested from time to time by the Debtors.

(n) At the close of the case, boxing and transporting all original claims, in proper format, to the Clerk's Office according to the Local Rules.

14. In addition to the foregoing, GCG will assist the Debtors and the Clerk's Office with, among other things: (a) maintaining and updating the master mailing lists of creditors; and (b) performing other administrative tasks pertaining to the administration of these Chapter 11 Cases as may be requested by the Debtors or the Clerk's Office. GCG has agreed that in the event GCG is unable to provide the services set out in this Application, GCG will immediately notify the Clerk's Office and the Debtors' attorneys and cause all original proofs of claim and computer information to be turned over to another claims agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

**Terms of Retention**

15. The Debtors propose to compensate GCG on substantially the same terms and conditions set forth in the Retention Agreement, attached hereto and incorporated herein, upon receipt of reasonably detailed invoices setting forth the services provided by GCG the prior month and the rates charged for such services performed. GCG shall maintain records of all services it performs on behalf of the Debtors and such records will reflect, at a minimum, dates, categories of services, fees, charges and expenses incurred.

16. The Debtors propose to retain GCG at the rates set forth in the Retention Agreement. The Debtors propose that the cost of GCG's services be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and Section 503(b)(1)(A) of the Bankruptcy Code. The Debtors believe that the proposed rates to be charged by GCG are reasonable and appropriate for services of this nature. The Debtors reviewed the rates of other firms prior to selecting GCG and believe GCG's rates are reasonable given the quality of GCG's services and GCG's prior bankruptcy expertise. Prior to the Petition Date, the Debtors paid GCG a retainer of $25,000.

17. As part of the overall compensation payable to GCG under the terms of the Retention Agreement, the Debtors have agreed to certain indemnification and contribution obligations. The Retention Agreement provides that Debtors will indemnify and hold harmless GCG, its officers, employees and agents under certain circumstances specified in the Retention Agreement, except in circumstances of gross negligence or willful misconduct. Both Debtors and GCG believe that such provisions are customary and reasonable for claims and noticing agents in chapter 11 cases.

18. The Debtors propose to pay each GCG invoice within thirty (30) days after the invoice has been received by the Debtors, unless GCG is advised, within that thirty (30) day

period, that the Debtors object to the invoice, in which case the Debtors will schedule a hearing before this Court to consider the disputed invoice. In such case, the Debtors will remit to GCG only the undisputed portion of the invoice and, if applicable, will pay the remainder to GCG upon the resolution of the dispute, as mandated by this Court.

19. The Debtors request that the undisputed fees and expenses GCG incurs in the performance of the above services be treated as an administrative expense of the Debtors' chapter 11 estates and be paid by the Debtors in the ordinary course of business without further application to this Court.

20. GCG shall perform the duties within the scope of its appointment under 28 U.S.C. § 156(c) regardless of whether GCG has received payment in accordance with the Retention Agreement. To the extent GCG requires redress for non-payment of its fees and expenses, it will seek relief from this Court.

21. GCG will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

**GCG's Disinterestedness**

22. To the best of the Debtors' knowledge, and as disclosed in the First Day Declaration, GCG (a) is a "disinterested person" within the meaning of Section 101(14) of the Bankruptcy Code, except that GCG was employed by the Debtors prior to the Petition Date as allowed by Section 1107 of the Bankruptcy Code, and (b) does not hold or represent an interest adverse to the Debtors' estates. The Debtors do not owe GCG any amount for services performed or expenses incurred prior to the Petition Date.

23. GCG will conduct an ongoing review of its files to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new facts or relationships are discovered GCG will supplement its disclosure to this Court.

24. In connection with its retention as claims and noticing agent, GCG represents, among other things, that:

(a) GCG 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 claims and noticing agent in these Chapter 11 Cases;

(b) By accepting employment in these Chapter 11 Cases, GCG waives any rights to receive compensation from the United States government;

(c) In its capacity as the claims and noticing agent in these Chapter 11 Cases, GCG will not be an agent of the United States and will not act on behalf of the United States; and

(d) GCG will not employ any past or present employees of the Debtors in connection with its work as the claims and noticing agent in these Chapter 11 Cases.

**Notice**

25. The Debtors have provided notice of this Application to: (a) the Office of the United States Trustee, (b) the creditors listed on the Debtors' consolidated list of 30 largest unsecured creditors, as filed with the Debtors' chapter 11 petitions, (c) counsel to the administrative agent for the lenders under the Debtors' prepetition first lien credit facility, (d) counsel to the administrative agent for the lenders under the Debtors' prepetition second lien credit facility, (e) counsel to the administrative agent for the lenders under the Debtors' prepetition unsecured mezzanine credit facility, (f) the Internal Revenue Service, (g) the Federal Energy Regulatory Commission and (h) the Environmental Protection Agency. In light of the nature of the relief requested, the Debtors submit that no further notice is required or needed under the circumstances.

26. A copy of this Application is available on this Court's website: www.nysb.uscourts.gov/. Additional copies of this Application are available on the website of the Debtors' proposed claims and noticing agent, GCG, at www.bgrestructuring.com or can be requested by calling 1-866-454-3498.

**No Prior Application**

27. No previous request for the relief sought herein has been made to this Court or any other court.

WHEREFORE, the Debtors respectfully request that this Court enter the Order, substantially in the form attached hereto as Exhibit A, (a) authorizing and approving the retention of GCG as claims and noticing agent and (b) granting such other and further relief as is just and proper.

Dated: August 18, 2010
New York, New York

Respectfully Submitted,

BOSTON GENERATING, LLC

/s/ Jeff Hunter
Jeff Hunter
Executive Vice President

On behalf of Boston Generating, LLC, EBG Holdings LLC, Fore River Development, LLC, Mystic I, LLC, Mystic Development, LLC, BG New England Power Services, Inc., and BG Boston Services LLC

# EXHIBIT A

## Proposed Order

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | |
|---|---|
| In re: | Chapter 11 |
| Boston Generating, LLC, et al.,[1] | Case No. 10-14419 (SCC) |
| Debtors. | Joint Administration Requested |
| | **Related Docket No.** |

**ORDER AUTHORIZING THE DEBTORS TO RETAIN AND EMPLOY THE GARDEN CITY GROUP, INC. AS CLAIMS AND NOTICING AGENT FOR THE DEBTORS AND AUTHORIZING THE APPOINTMENT OF THE GARDEN CITY GROUP, INC. AS CLAIMS AND NOTICING AGENT TO THE OFFICE OF THE CLERK OF THE COURT**

Upon consideration of the application (the "**Application**")[2] of the Debtors for entry of an order authorizing and approving the retention of GCG as claims and noticing agent; and it appearing that the relief requested is in the best interest of the Debtors' estates, their creditors, and the other parties in interest; and upon consideration of the First Day Declaration; and it appearing that this Court has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that the Application is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and adequate notice of the Application and opportunity for objection having been given; and it appearing that no other notice need be given; and after due deliberation and sufficient cause therefore, it is hereby ORDERED that:

1. The Application is granted as set forth herein.

2. The Debtors are authorized to retain and employ GCG, *nunc pro tunc* to the Petition Date, to perform the noticing and other services described in the Application and the

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River Development, LLC (7933), Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

Retention Agreement and to receive, maintain, record, and otherwise administer the proofs of claim filed in these Chapter 11 Cases.

3. GCG is appointed as agent for the Clerk's Office and custodian of court records and, as such, is designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain an official claims register for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof on a monthly basis unless otherwise directed by the Clerk's Office.

4. The Debtors are authorized to compensate GCG on a monthly basis, in accordance with the Retention Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by GCG in the prior month and the rates charged for each (it being understood that GCG shall not be entitled to receive, and the Debtors shall not pay, any premium or markup with respect to services GCG has outsourced to a third party), and to reimburse GCG for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation and without the necessity for GCG to file an application for compensation or reimbursement with this Court.

5. If these Chapter 11 Cases convert to cases under chapter 7, GCG will continue to be paid for its services until the claims filed in these Chapter 11 Cases have been completely processed; if a claims agent is necessary in the converted chapter 7 cases, GCG will continue to be paid in accordance with 28 U.S.C. § 156(c) under the terms set out herein.

6. In the event GCG is unable to provide the services set out in this Order, GCG will immediately notify the Clerk's Office and the Debtors' attorneys and cause all original

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[2] Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Application.

proofs of claim and computer information to be turned over to another claims agent with the advice and consent of the Clerk's Office and the Debtors' attorneys.

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

8. The Debtors and GCG are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

9. To the extent that there may be any inconsistency between the terms of the Application, the Retention Agreement or this Order, the terms of this Order shall govern.

10. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any approved debtor-in-possession financing facility, or any order regarding the use of cash collateral.

11. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2010
New York, New York

_____
United States Bankruptcy Judge

# EXHIBIT B

## Stein Affidavit

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Robert J. Rosenberg
Caroline A. Reckler (appearing *pro hac vice*)
Kimberly A. Posin (appearing *pro hac vice*)
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Proposed Counsel to the Debtors and Debtors-in-Possession

**UNITED STATES BANKRUPTCY COURT**
**SOUTHERN DISTRICT OF NEW YORK**

| | |
|---|---|
| In re: | |
| Boston Generating, LLC, et al.,[1] | Chapter 11 |
| | Case No. 10-14419 (SCC) |
| Debtors. | Joint Administration Requested |

**AFFIDAVIT OF JEFFREY S. STEIN IN SUPPORT OF THE APPLICATION FOR ORDER UNDER 28 U.S.C. § 156(c) AUTHORIZING THE RETENTION OF THE GARDEN CITY GROUP, INC. AS CLAIMS AND NOTICING AGENT AND APPROVING RELATED AGREEMENT**

Jeffrey S. Stein, being duly sworn, deposes and says:

1. I am a Vice-President of The Garden City Group, Inc. ("**GCG**"), and I am authorized to make and submit this affidavit on behalf of GCG. This affidavit is submitted in support of the application (the "**Application**") of Boston Generating, LLC, et al., debtors and debtors-in-possession (collectively, the "**Debtors**"), for authorization to retain GCG as the official claims and noticing agent ("**Claims Agent**") in the above-captioned Chapter 11 cases

[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, include: Boston Generating, LLC (0631); EBG Holdings LLC (3635); Fore River

(the "**Chapter 11 Cases**"), pursuant to 28 U.S.C. § 156(c) and to approve the assumption of a related agreement. The statements contained herein are based upon personal knowledge.

2. GCG is one of the country's leading Chapter 11 administrators with expertise in noticing, claims processing, balloting administration and distribution. GCG is well-qualified to provide experienced noticing, claims and balloting services in connection with these Chapter 11 Cases. Among the large Chapter 11 cases in which GCG is or was retained as the claims and noticing agent to debtors are: In re Mount Vernon Monetary Management Corp., case no. 10-23053 (RDD), In re Motors Liquidation Company, case no. 09-50026 (REG), In re Chiyoda America, Inc., case no. 09-15059 (AJG), In re DBSD North America, Inc., case no 09-13061 (REG), In re BearingPoint, Inc., case no. 09-10691 (REG), In re Fortunoff Holdings, LLC, case no. 09-10497 (RDD), In re Star Tribune Holdings Corporation, case no. 09-10244 (RDD), and In re Lenox Sales, Inc., case no. 08-14679 (ALG), all of which were filed in the Southern District of New York; In re NEC Holdings Corp et al., case no. 10-11890 (PJW), In re Orleans Homebuilders, Inc. et al., case no. 10-10684 (PJW), In re Neenah Enterprises, Inc., case no. 10-10360 (MFW), In re Spheris Inc., case no. 10-10352 (KG), In re Rubicon US REIT, Inc., case no. 10-10160 (BLS), In re Atrium Corporation, case no. 10-10150 (BLS), In re KLCG Property, LLC, case no. 09-14418 (KJC), In re Plumbing Holdings Corporation, case no. 09-14413 (CSS), In re MES International, Inc., case no. 09-14109 (PJW), In re Taylor-Wharton International LLC, case no. 09-14089 (BLS), In re Teton Energy Corporation, Inc., case no. 09-13946 (PJW), In re Advanta Corporation, case no. 09-13931 (KJC), In re Catholic Diocese of Wilmington, Inc., case no. 09-13560 (CSS), In re Accuride Corporation, case no. 09-13449 (BLS), In re Trident Resources Corp., case no. 09-13150 (MFW), In re Global Charter Services, Ltd., case no. 09-

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Development, LLC (7933); Mystic I, LLC (0640); Mystic Development, LLC (7940); BG New England Power Services, Inc. (0476); and BG Boston Services, LLC (6921).

12918 (CSS), In re CommerceConnect Media Holdings, Inc., case no. 09-12765 (BLS), In re Stant Parent Corp., case no. 09-12647 (BLS), In re Lang Holdings, Inc., case no. 09-12543 (KJC), In re RathGibson, Inc., case no. 09-12452 (CSS), In re Proliance International, Inc., case no. 09-12278 (CSS), In re Pumpkin Patch LLC, case no. 09-12200 (BLS), In re MIG, Inc., case no. 09-12118 (KG), In re Building Materials Holding Corporation, case no. 09-12074 (KJC), In re R.H. Donnelley Corporation, case no. 09-11833 (KG), In re Hayes Lemmerz International, Inc., case no. 09-11655 (MFW), In re White Energy, Inc., case no. 09-11601 (CSS), In re Aventine Renewable Energy Holdings, Inc., case no. 09-11214 (KG), In re Forward Foods, LLC, case no. 09-10545 (KJC), In re Nailite International, Inc., case no. 09-10526 (MFW), and In re Federal-Mogul Global, Inc., case no. 01-10578 (JKF), all of which were filed in the District of Delaware; In re Agape World, Inc., case no. 09-70660 (DTE), In re Zurich Depository Corp., case no. 07-71352 (JBR), In re Copperfield Investment, LLC, case no. 07-71327 (JBR), and In re The Brunswick Hospital Center, Inc., case no. 07-40290 (CEC), which were filed in the Eastern District of New York; In re Philadelphia Newspapers, LLC, case no. 09-11204 (JKF), which was filed in the Eastern District of Pennsylvania; In re GunnAllen Financial, Inc., case no. 8:10-bk-9635 (MGW), which was filed in the Middle District of Florida; In re Medical Staffing Network Holdings, Inc. et al., case no. 10-29101 (EPK), which was filed in the Southern District of Florida; In re Pacific Metro, LLC, case no. 10-55788 (RLE), which was filed in the Northern District of California; In re Life Fund, 5.1, LLC, case no. 09-32672, In re IFC Credit Corporation, case no. 09-27094 (JPC), In re Commercial Mortgage & Finance Co., case no. 08-73242 (MB) and In re Printers Row, LLC, case no. 08-17301 (ERW), which were filed in the Northern District of Illinois; In re Wick Building Systems, Inc., case no. 09-17978-11 (RDM), which was filed in the Western District of Wisconsin; In re TCI 2 Holdings, LLC, case no. 09-13654 (JHW), and In re

Foxtons, Inc., et al., and case no. 07-24496 (MBK) and which were filed in the District of New Jersey; In re Oscient Pharmaceuticals Corporation, case no. 09-16576 (HJB), which was filed in the District of Massachusetts; In re O'Sullivan Industries, Inc., , case no. 05-83049 (CRM) and In re Galey & Lord, Inc., et al., case no. 04-43098 (MGD), which were filed in the Northern District of Georgia; In re Sencorp, case no. 09-12869 (JVA) and In re United Producers, Inc., case no. 05-55272 (CMC), which were filed in the Southern District of Ohio; In re Schwab Industries, Inc. et al., case no. 10-60702 (RK), which was filed in the Northern District of Ohio; In re The Boyds Collection, Ltd., case no. 05-43793 (DWK), which was filed in the District of Maryland; In re The Oceanaire Texas Restaurant Company, L.P., case no. 09-34262 (BJH) and In re Romacorp, Inc., case no. 05-86818 (BJH), which were filed in the Northern District of Texas; In re Crescent Resources LLC, case no. 09-11507 (CAG), which was filed in the Western District of Texas; In re Express Energy Services Operating, LP, case no. 09-38044 (JB), which was filed in the Southern District of Texas; In re Mercury Companies, Inc., case no. 08-23125 (MER), which was filed in the District of Colorado; and In re Hawaiian Airlines, Inc., case no. 03-00817 (RJF), which was filed in the District of Hawaii.

3. The Debtors selected GCG to serve as the Claims Agent for the Debtors' estates, as set forth in more detail in the Application filed contemporaneously herewith. To the best of my knowledge, neither GCG, nor any of its professional personnel, have any relationship with the Debtors that would impair GCG's ability to serve as Claims Agent. GCG may have relationships with some of the Debtors' creditors, but they are in matters completely unrelated to these Chapter 11 Cases, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator or bankruptcy administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily

related to the design and dissemination of legal notice and other administrative functions in class actions. GCG may have working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Chapter 11 Cases. In addition, GCG personnel may have relationships with some of the Debtors' creditors; however, such relationships are of a personal, financial nature and completely unrelated to this Case. GCG has and will continue to represent clients in matters unrelated to these Chapter 11 Cases and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to these Chapter 11 Cases.

4. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtors in these Chapter 11 Cases.

5. GCG is a "disinterested person," as that term is defined in Section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

(a) are not creditors, equity security holders or insiders of the Debtors;

(b) are not and were not, within two years before the date of the filing of these Chapter 11 Cases, directors, officers or employees of the Debtors; and

(c) do not have an interest materially adverse to the interests of the Debtors' estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors.

6. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these Chapter 11 Cases. If GCG's proposed retention is approved by this Court, GCG will not accept any engagement or perform any service for any

entity or person other than the Debtors in these Chapter 11 Cases. GCG may, however, provide professional services to entities or persons that may be creditors or parties in interest in these Chapter 11 Cases, which services do not relate to, or have any direct connection with, these Chapter 11 Cases or the Debtors.

7. GCG represents, among other things, that:

(a) it 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 Claims Agent;

(b) by accepting employment in these Chapter 11 Cases, GCG waives any right to receive compensation from the United States government;

(c) in its capacity as Claims Agent, GCG will not be an agent of the United States and will not act on behalf of the United States; and

(d) GCG will not employ any past or present employees of the Debtors in connection with its work as Claims Agent.

8. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered in connection with these Chapter 11 Cases pursuant to the retention agreement by and between the Debtors and GCG, a true and correct copy of which is attached as Exhibit A. Payments are to be based upon the submission to the Debtors by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. GCG has received a $25,000 retainer from the Debtors and will apply same first against all pre-petition fees and expenses and then against the last bill for fees and expenses that GCG will render in these Chapter 11 Cases.

9. GCG will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

/s/ Jeffrey S. Stein
Jeffrey S. Stein

Sworn and subscribed to
before me this 16th day
of August, 2010

/s/ Nancy Formica
Notary Public

No. 01F04933172
Qualified in Nassau County
Commission Expires August 8, 2014

# EXHIBIT C

## Retention Agreement

GCG

BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of June 10, 2010, is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and EBG Holdings LLC ("EBG"), EBG's wholly owned subsidiary, Boston Generating, LLC ("BG") and BG's wholly owned subsidiaries (EBG, BG and BG's wholly owned subsidiaries collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing and balloting administration services for the Clients in their Chapter 11 cases anticipated to be filed in the United States Bankruptcy Court for the Southern District of New York (such Court or such other Bankruptcy Court where said case may actually be filed in lieu thereof, the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients and is attached hereto as Exhibit A (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients agree to pay the Company a retainer of $25,000 (which may be replenished from time to time), to be applied first against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for its fees and expenses on a monthly basis, and the Clients shall pay the Company within thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) Clients may terminate this Agreement without cause upon giving Company a minimum of fifteen (15) days prior written notice.

(c) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(d) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (1) following the entry of a final decree closing the case, or (2) following the conversion of the case to Chapter 7, the Company shall forward to the Bankruptcy Court all paper copies of documents required to be provided thereto. For all other documents, the Company shall retain paper copies and electronic copies for one (1) year (1) following the entry of a final decree closing the case, or (2) following the conversion of the case to Chapter 7. Following the one (1) year retention period, the Company shall have the right to destroy all such documents. This provision shall not affect the Company's normal course business processes for archives and back-up tapes.

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in

the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information they submit to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how ("Company Intellectual Property") are of ultimate importance to the Company. Accordingly, the Clients agree to use commercially reasonable efforts to protect Company Intellectual Property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any Company Intellectual Property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Limitation on Damages. The Company shall be without liability to the Clients with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. Except with respect to third party claims under Section 8.2(b):

(a) In no event shall liability to the Clients for any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses"), whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Clients for the portion of the particular work which gave rise to the Losses; and

(b) Under no circumstances will the Company be liable to the Clients for any special, consequential or incidental damages incurred by the Clients relating to this Agreement or the performance of Services hereunder, regardless of whether the Clients' claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

8. Indemnification.

8.1 Indemnification by Clients. The Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any Losses incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Clients, their employees, agents or representatives, or any material misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services.

8.2 Indemnification by the Company. The Company hereby indemnifies and holds harmless Clients and their respective directors, officers, employees, affiliates and agents against any Losses incurred by Clients arising out of or in connection with or related to (a) any gross negligence or willful misconduct by the Company, its employees, agents or representatives, or any material misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with the rendition of the Services; or (b) any claims by a third party that the Services or Company Intellectual Property infringe upon a patent, trademark, copyright, service mark, license, trade secret or other proprietary or intellectual property right of such third party.

9. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

10. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented by reason of any act of God, strike, lock-out or other industrial or transportational disturbance, fire, lack of materials, law, regulation or ordinance, war or war conditions, or by reason of any other matter beyond the Company's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery

to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to US Power Generating Company, 505 Fifth Avenue, 21st Floor, New York, New York 10017, Attention: David Sheffey, Assistant General Counsel and Corporate Secretary, with a copy to Latham & Watkins LLP, 233 South Wacker Drive, Suite 5800, Chicago, Illinois 60606, Attention: Caroline A. Reckler, Esq.

12. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

13. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

14. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

15. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement, Exhibit A and the email referenced therein contain the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

**EBG HOLDINGS LLC**

By: _____
Name:
Title: EVP

***THE GARDEN CITY GROUP, INC.***

By: _____
Name: Jeffrey S. Stein
Title: Vice President

**BOSTON GENERATING, LLC**

By: _____
Name:
Title: EVP

**Exhibit A**

# GCG Pricing

**Set-Up Creditor File**

| | |
|---|---|
| Set-up fee | Waived |
| Electronic import of creditor data | No per creditor charge |
| Assist with production of Schedules and Statements of Financial Affairs | Standard hourly rates |

**Noticing**

| | |
|---|---|
| Laser printing (includes folding, insertion, and envelopes) | $0.10 per page (volume discounts apply) |
| Electronic noticing (e-mail) | $100 per 1,000 |
| Facsimile noticing (domestic facsimile) | $0.10 per page |
| Personalization/labels | $0.05 each |
| Legal publication of notice | Quote |
| Processing undeliverables | $0.25 each |

**Document Management**

| | |
|---|---|
| Sort and prep mail (including handling remails) | Standard hourly rates |
| Document scanning | $0.12 per image |
| Document monthly storage (paper) | $1.50 per box |
| (electronic) | $0.02 per creditor/image (waived for first three months) |

**Claims Administration**

| | |
|---|---|
| Association of claimant name and address to database | $0.15 per claim |
| Processing of claims, including non-conforming claims, supervisory review, and application of message codes | Standard hourly rates |

**Balloting**

| | |
|---|---|
| Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote) | Standard hourly rates |

**GCG's Proprietary Electronic Database**

| | |
|---|---|
| License fee | No charge |
| Remote access/Permitted users | $250 per month/unlimited users |

**Web Site**

Creating customized, interactive web site (including e-mail box for creditors) ..... Standard hourly rates

Monthly maintenance fee ..... $200 per month

**Contact Services**

Case-specific voice-mail box for creditors ..... No charge

Interactive Voice Response ("IVR") ..... $1,900 set up
$0.39 per minute

Monthly maintenance charge ..... $100 per month

Management of Call Center (including handling of claimant communications, call backs, e-mails, and other correspondences) ..... Standard hourly rates

**Disbursements**

Disbursements ..... Quote prior to distribution

**Miscellaneous Expenses**

Travel, postage, courier, etc ..... At cost

Copying, facsimile ..... $0.10 per page

## The Garden City Group, Inc. Hourly Billing Rates*

| | |
|---|---|
| Administrative & Data Entry | $45-55 |
| Mailroom and Claims Control | $55 |
| Customer Service Representatives | $57 |
| Project Administrators | $70-$85 |
| Quality Assurance Staff | $80-$125 |
| Project Supervisors | $95-$110 |
| Systems & Technology Staff | $100-$200 |
| Graphic Support for web site | $125 |
| Project Managers | $125-$175 |
| Directors, Sr. Consultants and Asst VP | $200-$295 |
| Vice President and above | $295* |

* Expert services provided by Vice President Jeff Stein in connection with solicitation (including of public securities) and tabulation will be at a rate of $350 per hour. Any additional professional services not covered by this proposal will be charged at GCG hourly rates including any outsourced data input performed under GCG supervision and controls. GCG does not charge a premium or overtime charge for any of the services it performs.

GCG has agreed to provide additional discounts on hourly rates as memorialized in an e-mail sent by Craig Johnson on June 10, 2010.