

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

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ] (\_\_\_)**

**(Jointly Administered)**

**APPLICATION FOR AN ORDER APPOINTING GCG,  
INC. AS CLAIMS AND NOTICING AGENT FOR THE  
DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession in the above-captioned cases (collectively, the “**Debtors**”) hereby move for entry of an order, substantially in the form of Exhibit A hereto (the “**Retention Order**”) pursuant to section 156(c) of title 28 of the United States Code and section 105(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (the “**Bankruptcy Code**”), appointing GCG, Inc. (“**GCG**”) as claims and noticing agent in the Debtors’ chapter 11 cases (the “**Section 156(c) Application**”). In support of the Section 156(c) Application, the Debtors respectfully represent as follows:

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 attached hereto. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this matter under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper in this district under 28 U.S.C. §§ 1408 and 1409.

### **BACKGROUND**

2. On July 9, 2012 (the “**Petition Date**”), the Debtors filed separate voluntary petitions under chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses and manage their properties as debtors in possession, pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. Pursuant to a separate motion filed on the Petition Date, the Debtors requested joint administration of the Debtors’ estates, as provided for in Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

4. Additional information about the Debtors’ businesses and the events leading up to the Petition Date can be found in the Declaration of Mark N. Schroeder, Patriot Coal Corporation’s Senior Vice President and Chief Financial Officer, which is incorporated herein by reference.

### **RELIEF REQUESTED**

5. This Section 156(c) Application is made pursuant to 28 U.S.C. § 156(c), section 105(a) of the Bankruptcy Code, S.D.N.Y. LBR 5075-1 and General Order M-409 for an order appointing GCG to act as the claims and noticing agent in order to assume full responsibility for the distribution of notices and the maintenance, processing and docketing of proofs of claim filed in the Debtors’ chapter 11 cases. The Debtors’ selection of GCG to act as the claims and noticing agent in these cases has satisfied the

Court's *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)*, in that the Debtors have obtained and reviewed engagement proposals from at least two 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's rates are competitive and reasonable given GCG's quality of services and expertise. The terms of retention are set forth in the Engagement Agreement annexed hereto as Exhibit C (the "**Engagement Agreement**"); provided, however, that GCG is seeking approval solely of the terms and provisions as set forth in this Application and the proposed order attached hereto.

6. Although the Debtors have not yet filed their schedules of assets and liabilities, they anticipate that there will be in excess of 10,000 entities to be noticed. In view of the number of anticipated claimants and the complexity of the Debtors' businesses, the Debtors submit that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtors' estates and their creditors.

7. GCG has acted as the claims and noticing agent in numerous cases of comparable size, including several cases currently pending in the United States Bankruptcy Court for this District and other districts including: *In re Arcapita Bank B.S.C.(c), et al.*, case no. 12-11076 (SHL) (Bankr. S.D.N.Y. Mar. 19, 2012); *In re Ener1, Inc.*, case no. 12-10299 (MG) (Bankr. S.D.N.Y. Jan. 26, 2012); *In re AMR Corporation, et al.*, case no. 11-15463 (SHL) (Bankr. S.D.N.Y. Nov. 29, 2011); *In re General Maritime Corporation, et al.*, case no. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); *In re Borders Group, Inc., et al.*, case no. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); *In re SP Newsprint Holdings LLC, et al.*, case no. 11-13649 (CSS) (Bankr. D. Del. Nov. 15,

2011); *In re Security National Properties Funding III, LLC, et al.*, case no. 11-13277 (KG) (Bankr. D. Del Oct. 13, 2011); *In re Dallas Stars, L.P., et al.*, case no. 11-12935 (PJW) (Bankr. D. Del. September 19, 2011).<sup>2</sup>

8. By appointing GCG as the claims and noticing agent in these chapter 11 cases, the distribution of notices and the processing of claims will be expedited, and the clerk's office will be relieved of the administrative burden of processing what may be an overwhelming number of claims. In support of this Section 156(c) Application, the Debtors submit GCG's declaration attached hereto as Exhibit B (the "**Claims and Noticing Agent Declaration**").

9. This Section 156(c) Application pertains only to the work to be performed by GCG under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and S.D.N.Y. LBR 5075-1, and any work to be performed by GCG outside of this scope is not covered by this Section 156(c) Application or by any Order granting approval hereof. Specifically, GCG will perform the following tasks in its role as claims and noticing agent (the "**Claims and Noticing Services**"), as well as all quality control relating thereto:

- (a) Prepare and serve required notices and documents in the chapter 11 cases in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtors and/or the Court, including (i) notice of the commencement of the chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a), (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the

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<sup>2</sup> Because of the voluminous nature of the orders cited herein, they are not attached to the Section 156(c) Application. Copies of these orders, however, are available on request of the Debtors' proposed counsel.

Debtors' plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications and other documents as the Debtors or Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases;

- (b) Maintain an official copy of the Debtors' schedules of assets and liabilities and statement of financial affairs (collectively, "**Schedules**"), listing the Debtors' known creditors and the amounts owed thereto;
- (c) Maintain (i) a list of all potential creditors, equity holders and other parties-in-interest, and (ii) a "core" mailing list consisting of all parties described in sections 2002(i), (j) and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update said lists and make said lists available upon request by a party-in-interest or the Clerk;
- (d) Update addresses on the claims registers and creditor matrix to reflect address updates requested by creditors, provided by the USPS, or otherwise;
- (e) Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- (f) Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- (g) For *all* notices, motions, orders or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven business days of service that includes, to the extent not inconsistent with any case management order entered by the Court, (i) either a copy of the notice served or the docket numbers(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;

- (h) Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy, and maintain the original proofs of claim in a secure area;
- (i) Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form);
- (j) Maintain the official claims register for each Debtor (the "**Claims Registers**") on behalf of the Clerk; upon the Clerk's request, provide the Clerk with certified, duplicate unofficial Claims Registers; and specify in the Claims Registers the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- (k) Implement necessary security measures to ensure the completeness and integrity of the Claims Registers and the safekeeping of the original claims;
- (l) Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- (m) Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of GCG, not less than weekly;
- (n) Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the claims register for the Clerk's review (upon the Clerk's request);
- (o) Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the claims register;
- (p) Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtors or the Court, including through the use of a case website and/or call center.
- (q) If the case is converted to chapter 7, contact the Clerk's Office within three days of the notice to GCG of entry of the order converting the case;
- (r) Thirty (30) days prior to the close of these cases, to the extent practicable, request that the Debtors submit to the Court a

proposed Order dismissing GCG as claims and noticing agent and terminating the services of such agent upon completion of its duties and responsibilities and upon the closing of these cases;

- (s) Within seven days of notice to GCG of entry of an order closing the chapter 11 cases, provide to the Court the final version of the claims register as of the date immediately before the close of the chapter 11 cases; and
- (t) At the close of these cases, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's Office.

10. The Claims Registers shall be opened to the public for examination without charge during regular business hours and on a case-specific website maintained by GCG.

11. GCG shall not employ any past or present employee of the Debtors for work that involves the Debtors' bankruptcy cases.

12. The Debtors respectfully request that the undisputed fees and expenses incurred by GCG in the performance of the above services be treated as administrative expenses of the Debtors' chapter 11 estates pursuant to 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A) and be paid in the ordinary course of business without further application to or order of the Court. GCG agrees to maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and to serve monthly invoices on the Debtors, the office of the United States Trustee, proposed counsel to the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Engagement Agreement or monthly invoices, the parties

shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

13. Prior to the Petition Date, the Debtors provided GCG a retainer in the amount of \$150,000.00. GCG seeks to first apply the retainer to all prepetition invoices, and thereafter, to have the retainer replenished to the original retainer amount, and thereafter, to hold the retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement.

14. In connection with its retention as claims and noticing agent, GCG represents in the Claims and Noticing Agent Declaration, 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 the Chapter 11 Cases;
- (b) By accepting employment in the Chapter 11 Cases, GCG waives any rights to receive compensation from the United States government in connection with the Debtors' chapter 11 cases;
- (c) In its capacity as the claims and noticing agent in the 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) It is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is to be engaged.

15. To the extent that there is any inconsistency between this Application, the Retention Order and the Engagement Agreement, the Retention Order shall govern.

16. This Section 156(c) Application complies with the *Protocol for the Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c)* and conforms to the standard Section 156(c) Application in use in this Court. The Debtors have provided

copies of this Section 156(c) Application to (a) the Clerk of Court, (b) the Office of the United States Trustee for the Southern District of New York, (c) those creditors holding the five largest secured claims against the Debtors' estates on a consolidated basis, (d) those creditors holding the 50 largest unsecured claims against the Debtors' estates on a consolidated basis, (e) attorneys for the administrative agents for the Debtors' proposed postpetition lenders, (f) the Internal Revenue Service, (g) the Securities and Exchange Commission, (h) the United States Environmental Protection Agency and (i) the United States Attorney's Office for the Southern District of New York, and submit that no further notice is necessary under the circumstances.

WHEREFORE, the Debtors request entry of an order, in the form annexed hereto as Exhibit A, authorizing GCG to act as claims and noticing agent for the maintenance and processing of claims and the distribution of notices.

[Signature Pages Follow]

Dated: New York, New York  
July 9, 2012

By: /s/ Mark N. Schroeder  
Mark N. Schroeder  
Senior Vice President and Chief  
Financial Officer  
Patriot Coal Corporation

**SCHEDULE 1**  
(Debtor Entities)

1. Affinity Mining Company
2. Apogee Coal Company, LLC
3. Appalachia Mine Services, LLC
4. Beaver Dam Coal Company, LLC
5. Big Eagle, LLC
6. Big Eagle Rail, LLC
7. Black Stallion Coal Company, LLC
8. Black Walnut Coal Company
9. Bluegrass Mine Services, LLC
10. Brook Trout Coal, LLC
11. Catenary Coal Company, LLC
12. Central States Coal Reserves of Kentucky, LLC
13. Charles Coal Company, LLC
14. Cleaton Coal Company
15. Coal Clean LLC
16. Coal Properties, LLC
17. Coal Reserve Holding Limited Liability Company No. 2
18. Colony Bay Coal Company
19. Cook Mountain Coal Company, LLC
20. Corydon Resources LLC
21. Coventry Mining Services, LLC
22. Coyote Coal Company LLC
23. Cub Branch Coal Company LLC
24. Dakota LLC
25. Day LLC
26. Dixon Mining Company, LLC
27. Dodge Hill Holding JV, LLC
28. Dodge Hill Mining Company, LLC
29. Dodge Hill of Kentucky, LLC
30. EACC Camps, Inc.
31. Eastern Associated Coal, LLC
32. Eastern Coal Company, LLC
33. Eastern Royalty, LLC
34. Emerald Processing, L.L.C.
35. Gateway Eagle Coal Company, LLC
36. Grand Eagle Mining, LLC
37. Heritage Coal Company LLC
38. Highland Mining Company, LLC
39. Hillside Mining Company
40. Hobet Mining, LLC
41. Indian Hill Company LLC
42. Infinity Coal Sales, LLC
43. Interior Holdings, LLC
44. IO Coal LLC
45. Jarrell's Branch Coal Company
46. Jupiter Holdings LLC
47. Kanawha Eagle Coal, LLC
48. Kanawha River Ventures I, LLC
49. Kanawha River Ventures II, LLC
50. Kanawha River Ventures III, LLC
51. KE Ventures, LLC
52. Little Creek LLC
53. Logan Fork Coal Company
54. Magnum Coal Company LLC
55. Magnum Coal Sales LLC
56. Martinka Coal Company, LLC
57. Midland Trail Energy LLC
58. Midwest Coal Resources II, LLC
59. Mountain View Coal Company, LLC
60. New Trout Coal Holdings II, LLC
61. Newtown Energy, Inc.
62. North Page Coal Corp.
63. Ohio County Coal Company, LLC
64. Panther LLC
65. Patriot Beaver Dam Holdings, LLC
66. Patriot Coal Company, L.P.
67. Patriot Coal Corporation
68. Patriot Coal Sales LLC
69. Patriot Coal Services LLC
70. Patriot Leasing Company LLC
71. Patriot Midwest Holdings, LLC
72. Patriot Reserve Holdings, LLC
73. Patriot Trading LLC
74. PCX Enterprises, Inc.
75. Pine Ridge Coal Company, LLC
76. Pond Creek Land Resources, LLC
77. Pond Fork Processing LLC
78. Remington Holdings LLC
79. Remington II LLC
80. Remington LLC
81. Rivers Edge Mining, Inc.
82. Robin Land Company, LLC
83. Sentry Mining, LLC
84. Snowberry Land Company
85. Speed Mining LLC
86. Sterling Smokeless Coal Company, LLC
87. TC Sales Company, LLC
88. The Presidents Energy Company LLC
89. Thunderhill Coal LLC
90. Trout Coal Holdings, LLC
91. Union County Coal Co., LLC
92. Viper LLC
93. Weatherby Processing LLC
94. Wildcat Energy LLC
95. Wildcat, LLC
96. Will Scarlet Properties LLC
97. Winchester LLC
98. Winifrede Dock Limited Liability Company
99. Yankeetown Dock, LLC

# **Exhibit A**

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

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ] (\_\_\_)**

**(Jointly Administered)**

**ORDER AUTHORIZING RETENTION AND APPOINTMENT OF  
GCG, INC. AS CLAIMS AND NOTICING AGENT FOR THE  
DEBTORS *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)<sup>2</sup> of Patriot Coal Corporation and its subsidiaries that are debtors and debtors in possession (the “**Debtors**”), for an order authorizing the retention and appointment of GCG, Inc. (“**GCG**”) as claims and noticing agent in these chapter 11 cases *nunc pro tunc* to the Petition Date, under 28 U.S.C. §156(c), section 105(a) of the Bankruptcy Code, S.D.N.Y. LBR 5075-1 and General Order M-409 to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ chapter 11 cases, and (iii) provide such other administrative services – as required by the Debtors – that would fall within the purview of services to be provided by the Clerk’s Office; and upon the Declaration of Mark N. Schroeder, Patriot Coal

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 to the Section 156(c) Application. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors’ chapter 11 petitions.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

Corporation's Senior Vice President and Chief Financial Officer; and upon the Declaration of Angela Ferrante, Vice President of GCG (the "**Claims and Noticing Agent Declaration**") submitted in support of the Application; and the Debtors having estimated that there are in excess of 10,000 creditors in these chapter 11 cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors' expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that GCG has the capability and experience to provide such services; and the Court being satisfied, based on the representations made in the Application and the Claims and Noticing Agent Declaration, that GCG is "disinterested" as such term is defined in section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and represents no interest adverse to the Debtors' estates with respect to the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. § 1334 and Standing Order M-61 Referring to Bankruptcy Judges for the Southern District of New York Any and All Proceedings Under Title 11, dated July 10, 1984 (Ward, Acting C.J.) as amended by Standing Order M-431, dated February 1, 2012 (Preska, C.J.); and consideration of the Application and the requested relief being a core proceeding the Bankruptcy Court can determine pursuant to 28 U.S.C. § 157(b); and due and proper notice of the Application having been provided to (a) the Clerk of Court,

(b) the Office of the United States Trustee for the Southern District of New York, (c) those creditors holding the five largest secured claims against the Debtors' estates on a consolidated basis, (d) those creditors holding the 50 largest unsecured claims against the Debtors' estates on a consolidated basis, (e) attorneys for the administrative agents for the Debtors' proposed postpetition lenders, (f) the Internal Revenue Service, (g) the Securities and Exchange Commission, (h) the United States Environmental Protection Agency and (i) the United States Attorney's Office for the Southern District of New York; and it appearing that no other or further notice need be provided; and the Court having determined that the relief requested in the Application being in the best interests of the Debtors and their estates and creditors; and the Court having reviewed the Application and having held a hearing with appearances of parties in interest noted in the transcript thereof (the "**Hearing**"); and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefore; it is

**ORDERED**, that, notwithstanding the terms of the Engagement Agreement attached to the Application, the Application is approved solely as set forth in this Order; and it is further

**ORDERED**, that the Debtors are authorized to retain GCG as claims and noticing agent *nunc pro tunc* to the Petition Date under the terms of the Engagement Agreement, and GCG is authorized and directed to perform noticing services and to receive,

maintain, record and otherwise administer the proofs of claim filed in these chapter 11 cases, and all related tasks, all as described in the Application (the “**Claims and Noticing Services**”); and it is further

**ORDERED**, that GCG shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk; and it is further

**ORDERED**, that GCG is authorized and directed to obtain a post office box or address for the receipt of proofs of claim; and it is further

**ORDERED**, that GCG is authorized to take such other action to comply with all duties set forth in the Application; and it is further

**ORDERED**, that the Debtors are authorized to compensate GCG in accordance with the terms of the Engagement Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by GCG 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, without the need for GCG to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses; and it is further

**ORDERED**, that GCG shall maintain records of all services showing dates,

categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the office of the United States Trustee, proposed counsel to the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices; and it is further

**ORDERED**, that the parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Engagement Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved; and it is further

**ORDERED**, that pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of GCG under this Order shall be an administrative expense of the Debtors' estates; and it is further

**ORDERED**, that GCG may apply its retainer to all prepetition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, GCG may hold its retainer under the Engagement Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Engagement Agreement; and it is further

**ORDERED**, that the Debtors shall indemnify GCG under the terms of the Engagement Agreement; and it is further

**ORDERED**, that all requests by GCG for the payment of indemnification as set

forth in the Engagement Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Engagement Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, *provided however*, that in no event shall GCG be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct; and it is further

**ORDERED**, that in the event that GCG seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Engagement Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in GCG's own applications, both interim and final, but determined by this Court after notice and a hearing; and it is further

**ORDERED**, that in the event GCG is unable to provide the services set out in this order, GCG will immediately notify the Clerk and Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtors' attorney; and it is further

**ORDERED**, that the Debtors may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by GCG but is not specifically authorized by this Order; and it is further

**ORDERED**, that 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; and it is further

**ORDERED**, that, notwithstanding any term in the Engagement Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order; and it is further

**ORDERED**, that GCG shall not cease providing claims processing services during the chapter 11 case(s) for any reason, including nonpayment, without an order of the Court; and it is further

**ORDERED**, that in the event of any inconsistency between the Engagement Agreement, the Application and the Order, the Order shall govern; and it is further

**ORDERED**, that, notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or other Bankruptcy Rules, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry; and it is further

**ORDERED**, that Notice of the Application as provided therein shall be deemed good and sufficient notice of such application, and the requirements of Bankruptcy Rule 6004(a) and the local rules of the Court are satisfied by such notice.

Dated: New York, New York  
\_\_\_\_\_, 20\_\_

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UNITED STATES BANKRUPTCY JUDGE

## **Exhibit B**

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

**In re:**

**PATRIOT COAL CORPORATION, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 12-[ ] (\_\_\_)**

**(Jointly Administered)**

**DECLARATION OF ANGELA FERRANTE IN SUPPORT  
OF THE DEBTORS' APPLICATION FOR AN ORDER  
APPOINTING GCG, INC. AS CLAIMS AND  
NOTICING AGENT FOR THE DEBTORS  
NUNC PRO TUNC TO THE PETITION DATE**

Angela Ferrante, being duly sworn, deposes and states:

1. I am a Vice President of GCG, Inc. (“GCG”), and I am authorized to make and submit this declaration on behalf of GCG. This declaration is submitted in support of the Application For an Order Appointing GCG as claims and noticing agent for the Debtors *Nunc Pro Tunc* to the Petition Date Pursuant to 28 U.S.C. § 156(c), 11 U.S.C. § 105(a), S.D.N.Y. LBR 5075-1 and General Order M-409 (the “**Section 156(c) Application**”) of the above-captioned debtors and debtors in possession (collectively the “**Debtors**”), for authorization to retain GCG as the official claims and noticing agent for the above-captioned Chapter 11 cases (the “**Cases**”) pursuant to 28 U.S.C. § 156(c) and

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<sup>1</sup> The Debtors are the entities listed on Schedule 1 to the Section 156(c) Application. The employer tax identification numbers and addresses for each of the Debtors are set forth in the Debtors' chapter 11 petitions.

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 claims and noticing services in connection with these Cases. GCG is or was retained as the claims and noticing agent in a number of large Chapter 11 cases in this jurisdiction, including but not limited to: *In re Arcapita Bank B.S.C.(c), et al.*, case no. 12-11076 (SHL) (Bankr. S.D.N.Y. Mar. 19, 2012); *In re Ener1, Inc.*, case no. 12-10299 (MG) (Bankr. S.D.N.Y. Jan. 26, 2012); *In re AMR Corporation, et al.*, case no. 11-15463 (SHL) (Bankr. S.D.N.Y. Nov. 29, 2011); *In re General Maritime Corporation, et al.*, case no. 11-15285 (MG) (Bankr. S.D.N.Y. Nov. 17, 2011); *In re Borders Group, Inc., et al.*, case no. 11-10614 (MG) (Bankr. S.D.N.Y. Feb. 16, 2011); *In re SP Newsprint Holdings LLC, et al.*, case no. 11-13649 (CSS) (Bankr. D. Del. Nov. 15, 2011); *In re Security National Properties Funding III, LLC, et al.*, case no. 11-13277 (KG) (Bankr. D. Del. Oct. 13, 2011); *In re Dallas Stars, L.P., et al.*, case no. 11-12935 (PJW) (Bankr. D. Del. September 19, 2011).

3. The Debtors selected GCG to serve as the claims and noticing agent in these Cases, as set forth in more detail in the Section 156(c) 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 the claims and noticing agent in these Cases. GCG does have relationships with some of the Debtors' creditors, but they are in matters completely

unrelated to these 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.

4. 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 these Cases. GCG has working relationships with certain of the professionals retained by the Debtors and other parties herein but such relationships are completely unrelated to these Cases. GCG 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 vendors and professionals in connection with matters unrelated to these Cases.

5. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company. Ernst & Young LLP, the Debtors' proposed auditor, serves as Crawford & Company's auditor in matters completely unrelated to these Cases. I am advised that Crawford & Company has no material relationship with the Debtors, and while it may have rendered services to certain creditors, received services from certain creditors or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's retention by the Debtors in these Cases.

6. 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 Cases, directors, officers or employees of the Debtors; and
- (c) do not have an interest materially adverse to the interests of the Debtors' estates 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.

7. GCG has not been retained to assist any entity or person other than the Debtors on matters relating to, or in connection with, these 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 Cases; *provided however*, that contemporaneous with the filing of the Section 156(c) Application or shortly thereafter, the Debtors intend to file a separate application to retain GCG pursuant to section 327 of the Bankruptcy Code to provide additional services outside the scope of 28 U.S.C. §156(c). In addition, GCG may provide professional services to entities or persons that may be creditors or parties in interest in these Cases, which services do not relate to, or have any direct connection with, these Cases or the Debtors.

8. 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 the claims and noticing agent in these Cases;
  - (b) By accepting employment in these Cases, GCG waives any right to receive compensation from the United States government;

- (c) In its capacity as the claims and noticing agent in these Cases, GCG will not be an agent of the United States and will not act on behalf of the United States;
- (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 Cases;
- (e) In its capacity as the claims and noticing agent in these Cases, GCG will not intentionally misrepresent any fact to any person;
- (f) GCG shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers; and
- (g) None of the services provided by GCG as the claims and noticing agent in these Cases shall be at the expense of the Clerk's Office.

9. Subject to the Court's approval, the Debtors have agreed to compensate GCG for professional services rendered pursuant to 28 U.S.C. §156(c) in connection with these Cases according to the terms and conditions of the Engagement agreement by and between the Debtors and GCG, a true and correct copy of which is attached as Exhibit C to the Section 156(c) Application (the "**Engagement Agreement**"). 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 \$150,000.00 retainer from the Debtors and will apply same first against all prepetition fees and expenses and then against the last bill for fees and expenses that GCG will render in this Case.

10. 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).

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that, to the best of my knowledge and after reasonable inquiry, the foregoing is true and correct.

Executed on this 9th day of July, 2012

/s/ Angela Ferrante  
Angela Ferrante, Vice President  
GCG, Inc.

## **Exhibit C**



## BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of June 13, 2012, is between GCG, Inc., a Delaware corporation (the "Company"), and Patriot Coal Corporation, on behalf of itself and its subsidiaries and affiliates (collectively, the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing, solicitation and other administrative 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 Chapter 11 cases 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.

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. 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 agreed upon between the Clients and the Company. The Company's standard pricing schedule is attached hereto as Exhibit A. Such pricing schedule does not reflect agreed discounts between the Clients and the Company. Subject to Bankruptcy Court approval, 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. The Company agrees to provide sixty days prior notice to the Clients of such proposed billing rate adjustments. Clients agree to pay the Company a retainer of \$150,000.00 (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, and subject to the terms of the pricing that has been agreed upon between the Clients and the Company, the Clients shall reimburse the Company for all actual and documented 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, filing fees, and other similar expenses.

2.3. Billing and Payment. The Company shall bill the Clients for its fees and expenses for Services performed under 28 U.S.C. § 156(c) 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). For Services performed outside the scope of 28 U.S.C. § 156(c), the Company shall apply for compensation and reimbursement of expenses in accordance with the procedures set forth in 11 U.S.C. §§ 330 and 331, the applicable Federal Rules of Bankruptcy Procedure, the Local Bankruptcy Rules for the Southern District of New York, any applicable orders of the Bankruptcy Court, the guidelines established by the United States Trustee for the Southern District of New York and such other procedures that have been, or may be, fixed by order of the Bankruptcy Court. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions), as well as certain other expenses, such as postage, must be paid at least three (3) business days in advance of those fees and expenses being incurred or as soon as reasonably practicable thereafter. 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 this Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of such written 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 written 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) The Company shall be entitled to an administrative claim for all fees and expenses allowable under this Agreement and outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases to Chapter 7, the Company shall forward all original proofs of claim to the Federal Archives Record Administration. For all other documents in the Company's actual or constructive possession (including, but not limited to, letters, e-mails, facsimiles, other correspondence and all undeliverable and/or returned mail), the Company shall retain paper copies and electronic copies for one (1) year (i) following the entry of a final decree closing the Chapter 11 cases, or (ii) following the conversion of the Chapter 11 cases 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. No agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement. 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. The Company warrants that the Services provided hereunder shall be of a professional and workmanlike manner, and shall comply with all applicable laws and orders.

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 the preparation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements")) and for the output of such information. The Company may undertake to place such data and information into certain systems and programs, including in connection with the generation of Schedules and 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, provided, however, that the Receiving Party must provide the Disclosing Party with prompt written notice of such subpoena or court order so that the Disclosing Party may seek a protective order or other appropriate remedy, and the Receiving Party shall reasonably cooperate with the Disclosing Party's efforts to obtain same.

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 are of ultimate importance to the Company. 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. Notwithstanding the foregoing, all information, data or records compiled by the Company on behalf of the Clients in the performance of the Services hereunder shall be deemed "work for hire," and upon termination or expiration of this Agreement, the Company shall, at the Clients' request, provide the Clients with electronic copies of the same.

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

8. 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.

9. 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 (5) days after the date of deposit in the United States mail, or, if sent by overnight courier, one (1) business day after delivery to such courier, as follows: if to the Company, to GCG, Inc., 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Clients, to Patriot Coal Corporation, 12312 Olive Blvd, Suite 400, St. Louis, MO 63141, Attention: Jacquelyn A. Jones, Vice President - Associate General Counsel & Corporate Secretary, with a copy to Davis Polk & Wardwell LLP, 450 Lexington Avenue, New York, New York, 10017 Attention: Marshall S. Huebner and Brian M. Resnick.

10. 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).

11. 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 having competent jurisdiction, 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.

12. 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.

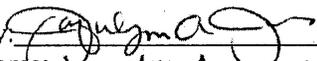
13. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only 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 contains 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. 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 "Retention Order"), any discrepancies between this Agreement, the Application and the Retention Order shall be controlled by the Application and the Retention Order.

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

*PATRIOT COAL CORPORATION*

*GCG, INC.*

By:   
Name: Jacquelyn A. Jones  
Title: Vice President - Associate  
General Counsel & Corporate  
Secretary

By: \_\_\_\_\_  
Name: Angela Ferrante  
Title: Vice President, Bankruptcy

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

*PATRIOT COAL CORPORATION*

*GCG, INC.*

By: \_\_\_\_\_  
Name:  
Title:

By:   
Name: Angela Ferrante  
Title: Vice President, Bankruptcy

EXHIBIT A



## Standard 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 .....	Discounted hourly rates

### Noticing

Laser printing (includes folding, insertion, and envelopes) .....	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail) .....	\$50 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 remains).....	Discounted 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.....	Discounted hourly rates

### Public Securities / Balloting / Solicitation and Tabulation

Solicitation and Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote) .....	Discounted hourly rates
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### Web Site

Creating customized, interactive web site (including e-mail box for creditors) .....	Discounted hourly rates
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Monthly maintenance fee ..... \$200  
per month

Providing updates to website ..... Discounted hourly rates

Contact Services

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

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

Live Customer Service Representatives..... \$0.95 per minute

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

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

Miscellaneous Expenses

Travel ..... At cost

Postage, courier, etc ..... At cost

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

Hourly Billing Rates

Title	Discounted Hourly Rates
Administrative and Claims Control	\$45-\$55
Project Administrators	\$70-\$85
Quality Assurance Staff	\$80-\$125
Project Supervisors	\$95-\$110
Systems, Graphic Support & Technology Staff	\$100-\$200
Project Managers and Senior Project Managers	\$125-\$175
Directors and Asst. Vice Presidents	\$200-\$295
Vice Presidents and above	\$295

Any additional professional services, including any outsourced data input performed under GCG’s supervision and control, are charged at GCG hourly rates. GCG does not charge a premium or overtime charge for any of the services it performs.