

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

IN RE:	§	Chapter 11
	§	
MIRANT CORPORATION, <i>et al.</i> ,	§	Case No. 03-46590-DML-11
	§	
Debtor.	§	Jointly Administered
	§	

**APPLICATION FOR AUTHORIZATION TO EMPLOY CORPORATE  
REVITALIZATION PARTNERS, LLC AS FINANCIAL ADVISORS FOR  
WILLIAM K. SNYDER, EXAMINER, EFFECTIVE AS OF APRIL 13, 2004**

**A HEARING WILL BE CONDUCTED ON THIS MATTER ON JUNE 9,  
2004 AT 10:30 AM/~~PM~~ IN THE COURTROOM OF THE HONORABLE D.  
MICHAEL LYNN, 501 WEST 10TH STREET, FORT WORTH, TEXAS  
76102. IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST  
RESPOND IN WRITING, SPECIFICALLY ANSWERING EACH  
PARAGRAPH OF THIS PLEADING. UNLESS OTHERWISE DIRECTED  
BY THE COURT, YOU MUST FILE YOUR RESPONSE WITH THE  
CLERK OF THE BANKRUPTCY COURT WITHIN TWENTY DAYS  
FROM THE DATE YOU WERE SERVED WITH THIS PLEADING. YOU  
MUST SERVE A COPY OF YOUR RESPONSE ON THE PERSON WHO  
SENT YOU THE NOTICE; OTHERWISE, THE COURT MAY TREAT  
THE PLEADING AS UNOPPOSED AND GRANT THE RELIEF  
REQUESTED.**

William K. Snyder, the Examiner appointed in the above-captioned bankruptcy cases on April 13, 2004 (the "Examiner"), submits this application (the "Application") for authorization to employ Corporate Revitalization Partners, LLC as the Examiner's financial advisors in these Chapter 11 proceedings. In support thereof, the Examiner respectfully states as follows:

**I.**  
**BACKGROUND**

1. On July 14, 2003 and various dates thereafter, Mirant Corporation and 82 of its direct and indirect subsidiaries (collectively, the Debtors”) filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code. The Debtors continue to operate their businesses as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, and the Court has entered orders approving the joint administration of the Debtors’ Chapter 11 cases.

2. Pursuant to the Order Approving Appointment of Examiner, entered April 13, 2004, the Court approved the appointment of William K. Snyder as Examiner in these Chapter 11 Cases. Subsequently, on April 29, 2004, the Court entered its Order Defining Role of Examiner (the “Examiner Order”), which defined the duties and powers of the Examiner in accordance with Section 1106(b) of the Bankruptcy Code and provided, *inter alia*:

The Examiner may, with court approval, retain counsel and such other professionals, such forensic accountants, appraisers, or experts as he deems necessary in taking the actions within the scope of this order. The Examiner may immediately employ and utilize the services of Corporate Revitalization Partners LLC (“CRP”) and Gardere Wynne Sewell LLP (“Gardere”) to assist the Examiner in the performance of his duties; and shall promptly file appropriate applications for employment of CRP effective as of the commencement of the Examiner’s appointment and for employment of Gardere effective as of April 27, 2004.<sup>1</sup>

3. Due to the press of matters, it was necessary for the Examiner to immediately engage CRP to commence work on the Examiner’s identified responsibilities. This Application

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<sup>1</sup> Examiner Order, at 4-5.

is being filed as expeditiously as possible considering the need to verify any lack of conflicts through CRP's conflicts' process.

**II.  
RELIEF REQUESTED**

4. By this Application, the Examiner seeks entry of an order authorizing him to employ CRP, effective as of the commencement of the Examiner's appointment. The Examiner seeks to retain CRP because, as discussed in the accompanying Affidavit of Dan A. Dixon (the "Dixon Affidavit"), CRP has extensive experience and knowledge in the fields of debtor operations and restructuring, as well as significant experience in complex Chapter 11 cases such as this one.

5. The Examiner requests that CRP's retention be made effective as of April 13, 2004, the date on which CRP commenced providing services to the Examiner. In light of the Examiner's need for immediate assistance, it was necessary for CRP to begin immediately. CRP has prepared this Application for the Examiner, as well as the Dixon Affidavit filed herewith, and has performed an analysis of possible connections to the Debtors and their creditors and other parties in interest.

**III.  
SCOPE OF SERVICES TO BE PROVIDED**

6. The Examiner contemplates using CRP to provide financial advisory services as necessary to enable the Examiner to fully discharge his powers and duties as set forth in the Examiner Order (as the same may be expanded or reduced by the Court). A copy of CRP's Agreement for Consulting Services is attached as Exhibit "A" hereto.

7. CRP will apply for compensation for the professional services rendered by its professionals, as well as for reimbursement of actual and necessary expenses incurred, in connection with its representation of the Examiner in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the local rules and orders of this Court and the Examiner Order, which states that “[t]he Examiner and his professionals shall be compensated pursuant to the procedures set forth in the various fee procedures orders previously entered by the Court.”<sup>2</sup>

8. Subject to Court approval, and in accordance with Sections 330 and 331 of the Bankruptcy Code, CRP will be entitled to the following consideration for its services provided to the Examiner:<sup>3</sup>

- (a) Compensation — CRP will be compensated for its services at its standard hourly rates, plus reimbursement of those actual and necessary expenses incurred by CRP in connection with its representation. CRP’s hourly rates are as follows:

Managing Partners	\$300 - \$400
Partners	\$250 - \$325
Associates	\$150 - \$200
Administrative Assistants	\$75

- (b) Limitation of Liability — Pursuant to the terms of the Bankruptcy Court’s Orders Restricting Pursuit of Certain Persons, entered August 5, 2003 and September 29, 2003, as well as the Order Defining Role of Examiner, entered April 29, 2004, CRP is a “Protected Person” (as defined in the Order Restricting Pursuit of Certain Persons).

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<sup>2</sup> Examiner Order, at 7.

<sup>3</sup> The information provided in this section is only a summary of the terms of the terms of CRP’s engagement by the Examiner. Parties are referred to the Engagement Letter, as modified herein, for the specific terms of CRP’s proposed engagement.

- (c) Additional terms of CRP's employment by the Examiner are contained in the Agreement for Consulting Services, which is attached as Exhibit "A" hereto.

9. CRP has advised the Examiner that the hourly rates set forth above are CRP's standard hourly rates for all matters and are comparable to the rates charged by other firms in this market. These rates are set at a level designed to compensate CRP for the work of its professionals and paraprofessionals and to cover fixed and routine overhead expenses.

10. CRP has also advised the Examiner that it is CRP's policy to charge its clients for all other out-of-pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and express mail and mass mail postage charges, special or hand-delivery charges, photocopying charges, travel expenses, computerized research, transcription costs, as well as extraordinary overhead expenses. CRP will charge for these expenses in a manner and at rates consistent with charges made generally to CRP's other clients, and consistent with such charges generally acceptable in this district and in accordance with the Guidelines of the United States Trustee.

11. CRP understands that its fees and expenses incurred in representing the Examiner in these Chapter 11 cases will be subject to the requirements of Sections 330 and 331 of the Bankruptcy Code, as well as any other applicable orders of this Court.

12. The Dixon Affidavit, filed concurrently herewith, discloses all known contacts with the Debtors and their creditors. CRP has informed the Examiner that, except as otherwise stated in the Dixon Affidavit, CRP:

- (a) does not currently hold or represent an interest adverse to the Debtors' estates with respect to the subject matter of the Examiner's duties; and

(b) is a "disinterested person" as defined by Section 101(14) of the Bankruptcy Code.

Accordingly, the retention of CRP satisfies the requirements of Section 327 of the Bankruptcy Code, to the extent made applicable to the retention of professionals by an examiner.

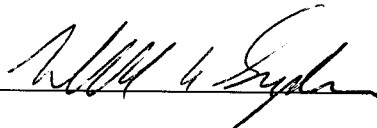
13. In the Examiner's view, CRP's attorneys are highly skilled and prepared to develop a familiarity with the Debtors' cases quickly in order to serve the Examiner. The Examiner believes that the retention of CRP as his counsel is consistent with the terms of the Examiner Order.

WHEREFORE, the Examiner respectfully requests that the Court enter an Order authorizing the Examiner to employ CRP as his financial advisors effective as of April 13, 2004 and granting such other and further relief as the Court may deem just and proper.

Dated: MAY 13, 2004  
Dallas, Texas

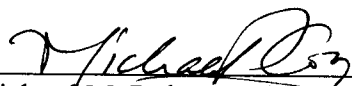
Respectfully submitted,

**WILLIAM K. SNYDER, EXAMINER**

By: 

- and -

**GARDERE WYNNE SEWELL LLP**

By:   
Richard M. Roberson (# ~~16993800~~)  
Holland Neff O'Neil (# 14864700)  
Michael P. Cooley (# 24034388)  
3000 Thanksgiving Tower  
1601 Elm Street

Dallas, Texas 75201-4761  
Telephone: (214) 999-3000  
Facsimile: (214) 999-4667

(PROPOSED) COUNSEL FOR EXAMINER

**AGREEMENT FOR CONSULTING SERVICES**

1. **Parties:** William K. Snyder, Chapter 11 Examiner (“Client”)  
Corporate Revitalization Partners, LLC. (“CRP”)
  
2. **Effective Date:** \_\_\_\_\_, 2004
  
3. **Scope of Work:** Client shall call upon CRP to provide adequate qualified personnel to assist Client in connection with the discharge of his duties as the court-appointed Chapter 11 Examiner in the bankruptcy cases styled *In re Mirant Corporation*, et al. and jointly administered under Case No. 03-46590 (the “Bankruptcy Case”) in the United States District Court for the Northern District of Texas (the “Bankruptcy Court”). This document is a general definition of the terms and considerations under which those projects are to be performed. This Agreement for Consulting Services (“Agreement”) is not an authorization to execute any work or to incur any fees billable to the Client. Such authorization must come directly from the Client in written form (“Work/Project Authorization” or “Authorization”). That Authorization may modify any or all of the terms of this Agreement. If the Authorization does not cover the terms and conditions detailed herein, the terms and conditions of this Agreement will control. All Authorizations must be accepted in writing by CRP to be binding on CRP. Attached hereto as **Exhibit A** is the initial Authorization.
  
4. **Compensation:** For each project undertaken on behalf of Client for which there is an agreed upon project price, the price will be payable to CRP in accordance with the terms detailed in the Authorization. Otherwise, CRP will invoice weekly for services performed hereunder. Payment for services rendered and reimbursement of expenses incurred shall be made in accordance with, and to the extent authorized by, 11 U.S.C. §§ 330 and 331 and the various fee procedures orders previously entered in the Bankruptcy Case. In addition, Client has delivered to CRP a retainer of \$0, which amount CRP will hold until completion of the engagement, at which time CRP will apply the retainer to any outstanding balances.

Client shall retain CRP at the following rates:

**Hourly rates:**

Managing Partners	\$300 - \$400 per hour;
Partners	\$250 - \$325 per hour;
Associates	\$150 - \$200 per hour.

Travel time is billed at half the hourly rates. CRP’s administrative assistance fee is \$75.00 per hour.

5. **Reimbursement of Expenses:** Client agrees to reimburse CRP for all expenses incurred directly relating to any work undertaken hereunder. Such expenses include but are not limited to: travel, lodging, meals, equipment and vehicle rental, clerical supplies and services, and

telephone, fax and photocopying charges. CRP shall additionally be entitled to reimbursement of reasonable legal expenses associated with the court approval of this Agreement or enforcement of Agreement provisions, including fee applications. Client shall reimburse CRP for all such expenses upon presentation of the invoice for the same supported by appropriate documentation.

6. **Support Services:** Client agrees to provide CRP with duplicating, secretarial and other support services at the location of the work provided they are reasonably necessary to complete the work. Should such services be unavailable at the location of the project or it is agreed that CRP shall provide such services, CRP will charge Client for such services at its regular hourly administrative fee. Such fee will be due and payable upon presentation of the invoice for the same.

7. **Rights to Work Output:** Client shall retain exclusive rights to ownership of all work output hereunder. Work output includes reports issued pursuant to any Authorization, but excludes, among other things, all working papers of CRP and any correspondence, memoranda, calculations, notes, etc. that CRP may have used in the development of the reports above or such working papers or in the performance of any work covered by a Authorization.

8. **Reports and Advice.** Client acknowledges that no reliance shall be placed on draft reports, conclusions or advice, whether oral or written, issued by us as the same may be subject to further work, revision and other factors which may result in such drafts being substantially different from any final report or advice issued. CRP's performance is dependent upon Client providing CRP with such information and assistance as CRP may reasonably require from time to time. Client is responsible for ensuring that all information CRP may reasonably require is provided on a timely basis and is accurate and complete. Client shall notify CRP if it subsequently learns that the information provided is incorrect or inaccurate or otherwise should not be relied upon. Any reports issued or conclusions reached by us may be based upon information provided by Client.

9. **Cancellation:** Either party hereto may terminate this Agreement prior to the completion of any project or work authorized hereunder by giving written notice to the other party, which termination will be effective upon the non-terminating party's receipt of such notice. Upon such termination of this Agreement, CRP will file a final application in the Bankruptcy Case for full and final payment of all earned compensation up to the time of any such termination plus all outstanding and un-reimbursed expenses and administrative fees. Notwithstanding termination, all transaction and success fees shall continue to be due and owing in accordance with the conditions identified in paragraph 4 hereof.

10. **Personnel:** Each party hereto agrees that it will not employ personnel or representatives of the other party hereto during the period of work provided for hereunder and for a period of one (1) year after the termination of this Agreement or completion of the project or work contemplated hereunder without the written agreement of the other party.

11. **Independent Contractor:** Neither CRP nor any of its personnel performing work or services hereunder shall be deemed to be an agent or employee of Client, but shall be deemed to be an independent contractor of Client.

12. **Confidentiality:** CRP will maintain in strict confidence any and all information of a non-public nature relating to Client or its business that it may gain or develop in the course of its engagement by Client (including, without limitation, its own work product and advice to client), and will not disclose any such information to any person during or after its engagement by Client except with the written consent of Client, as permitted by law or as required by court order. Upon termination of this Agreement, CRP will return to Client all materials of a non-public nature received from Client in the course of its engagement, and will either deliver to Client or destroy any copies thereof that it may have made or received.

Notwithstanding the confidentially provisions of this Section 12, Client acknowledges and agrees that CRP may publish an announcement or “tombstone” following the completion of its engagement, either in newspapers, journals, magazines, or other publications or by direct mailings to third parties, whereby CRP informs the public or such parties of the fact of its engagement by Client, the general nature of the services provided by CRP, the time period of such engagement, the general nature of the business or industry in which Client is engaged, the relative size in financial terms of the Client or the transactions in which CRP was involved, and similar information that generally describes the nature and extent of CRP’s engagement by Client. With the prior written consent of Client, such announcement or publication may be made by CRP prior to the conclusion of its engagement by Client.

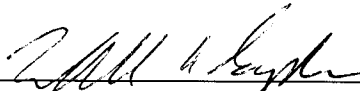
13. **Limitation of Liability.** Pursuant to the terms of the Bankruptcy Court’s Orders Restricting Pursuit of Certain Persons, entered August 5, 2003 and September 29, 2003, as well as the Order Defining Role of Examiner, entered April 29, 2004, CRP is a “Protected Person” (as defined in the Order Restricting Pursuit of Certain Persons).

14. **Warranty.** CRP cannot warranty or guarantee the results or outcome of the engagement. Additionally, CRP will rely on data obtained from the Client and will not perform an audit and verify that data complies with general accepted accounting principals. Reports will be given based on the scope of the engagement.

15. **No Third Party Beneficiaries; Assignment.** There shall be no third party beneficiaries to this Agreement and neither the Client (for itself or on behalf of its Estate), nor any other party who relies or purports to rely on this Agreement may assert any claim hereunder against CRP, its affiliates and respective directors, officers, agents, employees and controlling persons in contravention of Section 13 hereto. Neither party hereto may assign this Agreement without the written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

CLIENT:

By: 

Name: William K. Snyder

Title: Chapter 11 Examiner

CORPORATE REVITALIZATION PARTNERS, LLC  
CRP LP

By: 

Name: Dan A. Dixon

Title: Partner

**EXHIBIT A**

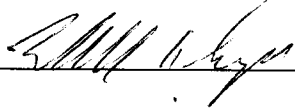
CORPORATE REVITALIZATION PARTNERS, LLC  
Work Authorization

1. To assist the Examiner in researching data as directed.

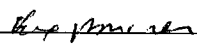
Dated:

\_\_\_\_\_

Client:

\_\_\_\_\_ 

Its:

\_\_\_\_\_ 

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

IN RE:	§	Chapter 11
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MIRANT CORPORATION, <i>et al.</i> ,	§	Case No. 03-46590-DML-11
	§	
Debtor.	§	Jointly Administered
	§	

**AFFIDAVIT OF DAN A. DIXON IN SUPPORT OF APPLICATION FOR  
AUTHORIZATION TO EMPLOY CORPORATE REVITALIZATION PARTNERS,  
LLC AS FINANCIAL ADVISORS FOR WILLIAM K. SNYDER, EXAMINER**

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

APPEARED BEFORE ME, the undersigned authority, this 13<sup>th</sup> day of May, 2004, Dan A. Dixon, known to me to be a partner of Corporate Revitalization Partners, LLC (“CRP”) and having been first duly sworn, stated as follows:

1. My name is Dan A. Dixon. I am over the age of twenty-one and competent in all respects to make this Affidavit. I am a partner with Corporate Revitalization Partners, LLC, 13355 Noel Road, Suite 1825, Dallas, Texas 75240, which is the proposed financial advisor for William Snyder, the Debtors’ Examiner (the “Examiner”) in the above-captioned cases, and I am authorized to make this affidavit on behalf of CRP. Unless otherwise stated, I have personal knowledge of all facts set forth in this Affidavit and they are true and correct.

2. This Affidavit is submitted in support of the Application for Authorization to Employ Corporate Revitalization Partners, LLC as Counsel for William Snyder, Examiner (the

“Application”), and to provide the necessary disclosures under Federal Rules of Bankruptcy Procedure 2014(a) and 2016(b).

3. CRP is a consulting firm with offices in Dallas, Atlanta, New York, Chicago and Los Angeles. CRP focuses on distressed company situations that require operational as well as financial restructuring. Of particular relevance to the Examiner’s role herein, CRP has considerable experience in debtor operations and restructuring, as well as significant experience in complex Chapter 11 cases such as this one. CRP is well qualified to assist the Examiner immediately, effectively and economically in the discharge of his duties in these Bankruptcy Cases.

**I.  
SERVICES TO BE PROVIDED**

4. The Examiner has requested that CRP perform such services as are required to enable the Examiner to execute his duties and responsibilities in these cases. Subject to further order of the Court, CRP will provide consulting services to the Examiner with respect to his powers and duties as described in the Order Defining Role of Examiner, entered April 29, 2004. CRP has agreed to act on the Examiner’s behalf in all these respects.

**II.  
CONNECTIONS TO THE DEBTORS AND OTHER PARTIES**

5. CRP has undertaken a detailed review of its files to determine its connections and to make the disclosures contained herein. However, due to the extensive number of creditors, customers and other affected parties, CRP is currently unable to completely and accurately reflect every possible connection between CRP and the Debtors, their creditors, any other parties

in interest or their respective attorneys or accountants. In addition, CRP has principals located in five different offices and additional connections unknown to me may exist. CRP is continuing its review of its files and, in the event any additional connections are discovered, CRP will supplement this Affidavit to disclose any additional connections not previously disclosed.

6. To the best of my knowledge, neither I, CRP, nor any partner, director or associate thereof holds or represents any interest adverse to the estates of the above-captioned debtors and debtors-in-possession.

7. Moreover, except as otherwise disclosed below, to the best of my knowledge, neither I, CRP, nor any partner, director or associate thereof has any current connection with the Debtors, its creditors, any other parties in interest, their respective attorneys or accountants, the United States trustee, or any person employed by the office in the United States trustee.

8. CRP has and may continue to represent certain parties in other unrelated proceedings in which parties-in-interest in these Chapter 11 cases may have an interest. These past and present discrete and unrelated representations will have no effect upon, or otherwise influence, CRP's duties and responsibilities on behalf of the Examiner in these proceedings.

9. To determine its relationship with the parties in interest in these cases, CRP researched its client databases to determine whether it has any existing or prior relationship with any of the following entities (the "Interested Parties"):

- (a) the Debtors and their non-debtor affiliates;
- (b) the officers of the Debtors;
- (c) the twenty largest creditors of the Debtors (on a consolidated basis);

- (d) the attorneys and other professionals of the Debtors;
- (e) the Debtors' prepetition lenders; and
- (f) other potentially adverse parties.

10. These procedures were employed to ensure compliance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and this Court's Local Bankruptcy Rules regarding the employment of professionals under the Bankruptcy Code.

11. Based on the foregoing, therefore, and to the extent made applicable to the retention of professionals by an examiner, CRP is a "disinterested person" as that term is defined in Section 101(14) of the Bankruptcy Code in that CRP, its partners, counsel and associates:

- (a) are not creditors, equity security holders or insiders of the Debtor;<sup>1</sup>
- (b) are not and were not investment bankers for any outstanding security of the Debtor;
- (c) have not been, within three (3) years before the date of the filing of the Debtors' Chapter 11 petition, (i) investment bankers for a security of the Debtors or (ii) an attorney for such an investment banker in connection with the offer, sale or issuance of a security of the Debtors; and
- (d) are not and were not, within two (2) years before the date of the filing of Debtors' Chapter 11 petition, a director, officer or employee of the Debtors or of any investment banker as specified in subparagraph (b) or (c) of this paragraph.

### **III. COMPENSATION**

12. As of the date of this Affidavit, CRP has received no compensation, nor any retainer, in connection with its representation of the Examiner.

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<sup>1</sup> As Mirant is a publicly traded company, it is possible that certain of CRP's employees may, through personal investments or mutual funds, hold stock in Mirant. To date, no partner or employee of CRP has identified any such ownership.

13. CRP has not received any promises as to payment of compensation in connection with the Debtors' Chapter 11 cases other than in accordance with the provisions of the Bankruptcy Code and as disclosed herein. CRP has no agreement with any other entity to share compensation received by CRP other than as permitted by Section 504(b)(1) of the Bankruptcy Code.

14. CRP will apply for compensation for professional services rendered, and reimbursement of actual and necessary expenses incurred, in connection with its representation of the Examiner in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules and the local rules and orders of this Court.

15. Subject to Court approval, and in accordance with Sections 330 and 331 of the Bankruptcy Code, CRP will be entitled to the following consideration for its services provided to the Examiner:

- (a) Compensation — CRP will be compensated for its services at its standard hourly rates, plus reimbursement of those actual and necessary expenses incurred by CRP in connection with its representation. CRP's hourly rates are as follows:

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Administrative Assistants	\$75

- (b) Limitation of Liability — Pursuant to the terms of the Bankruptcy Court's Orders Restricting Pursuit of Certain Persons, entered August 5, 2003 and September 29, 2003, as well as the Order Defining Role of Examiner, entered April 29, 2004, CRP is a "Protected Person" (as defined in the Order Restricting Pursuit of Certain Persons).

- (c) Additional terms of CRP's employment by the Examiner are contained in the Agreement for Consulting Services, which is attached as Exhibit "A" to the Application.

16. The hourly rates set forth above are CRP's standard hourly rates for all matters and are comparable to the rates charged by other firms in this market. These rates are set at a level designed to compensate CRP for the work of its professionals and paraprofessionals and to cover fixed and routine overhead expenses.

17. It is CRP's policy to charge its clients for all other out-of-pocket expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier toll and express mail and mass mail postage charges, special or hand-delivery charges, photocopying charges, travel expenses, computerized research, transcription costs, as well as extra-ordinary overhead expenses. CRP will charge for these expenses in a manner and at rates consistent with charges made generally to CRP's other clients, and consistent with such charges generally acceptable in this district.

18. CRP understands that its fees and expenses incurred in representing the Examiner in these Chapter 11 cases will be subject to the requirements of Sections 330 and 331 of the Bankruptcy Code, as well as any other applicable orders of this Court.

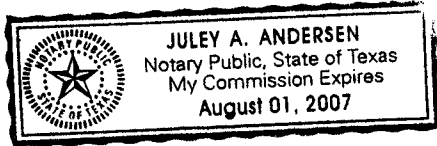
19. I have read the Application accompanying this Affidavit and, to the best of my knowledge, information and belief, the contents of such Application are true and correct.

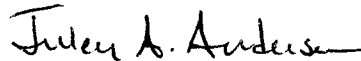
20. Affiant reserves the right to supplement this Affidavit based on information obtained following review of a comprehensive listing of all creditors of the Debtors.

**FURTHER AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Dan A. Dixon

SUBSCRIBED AND SWORN TO BEFORE ME this 13<sup>m</sup> day of May, 2004.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas