

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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 In re: : Chapter 11  
 :  
 THQ INC., *et al.*, : Case No. 12-13398 (MFW)  
 :  
 Debtors.<sup>1</sup> : Jointly Administered  
 :  
 : Hearing Date: February 4, 2013 at 11:30 a.m. (ET)  
 : Objection Deadline: January 16, 2013 at 4:00 p.m. (ET)  
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**DEBTORS' APPLICATION TO RETAIN AND  
 EMPLOY KURTZMAN CARSON CONSULTANTS LLC AS  
ADMINISTRATIVE AGENT EFFECTIVE DECEMBER 19, 2012**

THQ Inc. (“**THQI**”) along with its affiliated debtors and debtors in possession (collectively, the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”), hereby submit this application (the “**Application**”) for entry of an order, substantially in the form attached hereto as **Exhibit A**, under sections 327(a), 330(a) and 1107 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as their administrative agent effective December 19, 2012 (the “**Petition Date**”) in accordance with the terms and conditions set forth in the engagement agreement dated as of December 5, 2012 (the “**KCC Agreement**”), a copy of which is attached hereto as **Exhibit C**, and granting such other and further relief as is just and proper. In support

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); Volition, Inc. (4944); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless Inc. (7991); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

of this Application, the Debtors rely on the Declaration of Albert Kass, Vice President of Corporate Restructuring Services of KCC (the “**Kass Declaration**”).

### JURISDICTION

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory predicates for the relief requested herein are sections 327, 330 and 1107(b) of the Bankruptcy Code; Bankruptcy Rule 2014(a) and Local Rule 2014-1.

### BACKGROUND

2. On the Petition Date, each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code. Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors are continuing to manage their financial affairs as debtors in possession. No trustee, examiner, or official committee of unsecured creditors has been appointed in these cases.

3. Information regarding the Debtors’ history and business operations, capital structure and primary secured indebtedness, and the events leading up to the commencement of these Chapter 11 Cases can be found in the *Declaration of Brian J. Farrell in Support of the Debtors’ Chapter 11 Petitions and Requests for First Day Relief* [Docket No. 2].

4. On the Petition Date, the Debtors filed an application to employ KCC as their claims and noticing agent pursuant to 28 U.S.C. § 156(c) and Local Rule 2002-1(f) (the “**Section 156(c) Application**”) [Docket No. 4]. On December 20, 2012, the Court entered an Order approving the Section 156(c) Application [Docket No. 35].

**RELIEF REQUESTED**

5. By this Application, the Debtors seek entry of an order authorizing the employment and retention of KCC as the Debtors' administrative agent, effective as of the Petition Date, in accordance with the provisions of this Application, the KCC Agreement and the proposed order submitted herewith.

**QUALIFICATIONS OF KCC**

6. KCC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in matters of this size and complexity, and has provided administrative services in numerous cases of comparable size and complexity. *See, e.g., In re S. Air Holdings, Inc.*, Case No. 12-12690 (Bankr. D. Del. Sept. 28, 2012); *In re Carey Limousine L.A., Inc.*, Case No. 12-12664 (Bankr. D. Del. Sept. 25, 2012); *In re Digital Domain Media Group, Inc.* (DDMG), Case No. 12-12568 (Bankr. D. Del. Sept. 11, 2012); *In re Ritz Camera & Image, L.L.C., et al.*, Case No. 12-11868 (Bankr. D. Del. June 22, 2012); *In re Trident Microsystems, Inc.*, Case No. 12-10069 (Bankr. D. Del. Jan. 4, 2012); *In re AES Eastern Energy, L.P.*, Case No. 11-14138 (Bankr. D. Del. Dec. 30, 2011); *In re William Lyon Homes*, Case No. 11-14019 (Bankr. D. Del. Dec. 19, 2011); *In re The PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del. Nov. 23, 2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. Nov. 9, 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. Nov. 2, 2011); *In re NewPage Corp.*, Case No. 11-12804 (Bankr. D. Del. Sept. 7, 2011); *In re DSI Holdings, Inc.*, Case No. 11-11941 (Bankr. D. Del. June 26, 2011); *In re Nebraska Book Co., Inc.*, Case No. 11-12005 (Bankr. D. Del. June 27, 2011); *In re Caribe Media, Inc.*, Case No. 11-11387 (Bankr. D. Del. May 3, 2011).

**SERVICES TO BE PROVIDED**

7. The Debtors seek to retain KCC to provide, among other things, the following bankruptcy administrative services, if and to the extent requested (collectively, the “**Professional Services**”):

- (a) Assist with the preparation of the Debtors’ Schedules of Assets and Liabilities and Statement of Financial Affairs;
- (b) Tabulate votes and perform subscription services as may be requested or required in connection with any and all chapter 11 plans filed by the Debtors and provide ballot reports and related balloting and tabulation services to the Debtors and their professionals;
- (c) Generate an official ballot certification and testify, if necessary, in support of the ballot tabulation results;
- (d) Manage any distribution pursuant to a confirmed chapter 11 plan prior to the effective date of such chapter 11 plan; and
- (e) Perform such other administrative services as may be requested by the Debtors that are not otherwise allowed under the order approving the Section 156(c) Application.

8. The Debtors submit that utilizing KCC to provide the Professional Services will provide the most cost-effective and efficient administrative service for these Chapter 11 Cases. The Debtors chose KCC based on its experience, reputation and the competitiveness of its fees. Accordingly, the Debtors believe that KCC is well qualified to serve in the capacity of administrative agent, and that KCC’s retention in such capacity is in the best interests of the Debtors’ estates and their creditors.

9. By appointing KCC as the administrative agent in these Chapter 11 Cases, the administration of the cases will be expedited, so the Debtors and the Debtors’ professionals will be relieved of handling the Professional Services as necessary for the successful prosecution of the case.

**TERMS OF RETENTION**

10. KCC intends to apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred after the Petition Date in connection with the performance of Professional Services in these Chapter 11 Cases subject to Court approval and in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the guidelines established by the United States Trustee for the District of Delaware and further orders of this Court.

11. Prior to the Petition Date, the Debtors provided KCC a retainer in the amount of \$25,000 (the “**Retainer**”). KCC will hold the Retainer under the KCC Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred pursuant to the KCC Agreement. Following termination of the KCC Agreement, KCC will return to the Debtors any amount of the Retainer that remains.

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

13. KCC has informed the Debtors that, subject to Court approval, it will bill at its standard hourly rates in accordance with its fee structure (the “**KCC Fee Structure**”), a copy of which is attached hereto as **Exhibit D**.

**KCC's DISINTERESTEDNESS**

14. The Debtors have many creditors, and accordingly, KCC may have rendered and may continue to render services to certain of these creditors. KCC has not and will not represent the separate interests of any such creditor in these cases. Additionally, KCC employees may, in the ordinary course of their personal affairs, have relationships with certain creditors of the Debtors. For example, one or more of KCC's employees may have obligations outstanding with financial institutions that are creditors of the Debtors or may have used the Debtors' services.

15. To the best of the Debtors' knowledge, information, and belief, and except as disclosed in the Kass Declaration, KCC has represented that it neither holds nor represents any interest adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person," as referenced in sections 101(14) and 327 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

**BASIS FOR RELIEF**

16. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor] in carrying out the [debtor]'s duties under this title.

11 U.S.C. § 327(a).

17. Bankruptcy Rule 2014(a) requires that an application for retention include:

[S]pecific facts showing the necessity for the employment, the name of the [firm] to be employed, the reasons for the selection, the professional services to be

rendered, and proposed arrangement for compensation, and, to the best of the applicant's knowledge, all of the [firm's] connections with the debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee.

Fed. R. Bankr. P. 2014.

18. Although the Debtors have not yet filed their schedules of assets and liabilities, the Debtors anticipate that there will be in excess of 200 creditors and other parties in interest to be noticed. In view of the number of anticipated creditors and parties in interest and the complexity of the Debtors' business, the Debtors submit that the appointment of KCC as the administrative agent is both necessary and in the best interests of the Debtors, their estates and other parties in interest.

#### **NOTICE**

19. Notice of this Application has been provided to: (a) the Office of the United States Trustee for the District of Delaware; (b) the Debtors' forty (40) largest unsecured creditors on a consolidated basis, as identified in their chapter 11 petitions; (c) counsel for Wells Fargo Capital Finance, LLC; (d) counsel to the ad hoc committee of the Debtors' prepetition unsecured noteholders; and (e) those parties who have formally filed a request for notice in the Chapter 11 Cases pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested herein and such other and further relief as the Court may deem just and proper.

Dated: January 2, 2012

THQ INC.

/s/ Edward L. Kaufman

Edward L. Kaufman

Executive Vice President, Business and Legal Affairs,  
and Corporate Secretary



UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

-----X  
: Chapter 11  
In re: :  
: Case No. 12-13389 (MFW)  
THQ INC., *et al.*, :  
: Jointly Administered  
Debtors.<sup>1</sup> :  
: Hearing Date: February 4, 2013 at 11:30 a.m. (ET)  
-----X : Objection Deadline: January 16, 2013 at 4:00 p.m. (ET)

NOTICE OF APPLICATION

TO: (A) THE OFFICE OF THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (B) THE DEBTORS' FORTY (40) LARGEST UNSECURED CREDITORS ON A CONSOLIDATED BASIS, AS IDENTIFIED IN THEIR CHAPTER 11 PETITIONS; (C) COUNSEL FOR WELLS FARGO CAPITAL FINANCE, LLC; (D) COUNSEL TO THE AD HOC COMMITTEE OF THE DEBTORS' PREPETITION UNSECURED NOTEHOLDERS; AND (E) ALL PARTIES REQUESTING NOTICE PURSUANT TO BANKRUPTCY RULE 2002

The above-captioned debtors and debtors in possession (collectively, the "Debtors") have filed the attached **Debtors' Application to Retain and Employ Kurtzman Carson Consultants LLC as Administrative Agent Effective December 19, 2012** (the "Application").

Responses, if any, to the relief requested in the Application must be filed with the United States Bankruptcy Court for the District of Delaware, 824 N. Market Street, 3<sup>rd</sup> Floor, Wilmington, Delaware 19801 on or before **January 16, 2013, at 4:00 p.m. (ET)** (the "Objection Deadline"). At the same time, you must serve a copy of your response upon the undersigned counsel.

**A HEARING ON THE RELIEF REQUESTED IN THE APPLICATION WILL BE HELD ON FEBRUARY 4, 2013 AT 11:30 A.M. (ET) BEFORE THE HONORABLE MARY F. WALRATH, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 N. MARKET STREET, 5<sup>TH</sup> FLOOR, COURTROOM 4, WILMINGTON, DELAWARE 19801.**

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: THQ Inc. (1686); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless, Inc. (7991); Volition, Inc. (4944); and Vigil Games, Inc. (8651). The Debtors' principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

IF YOU FAIL TO RESPOND TO THE APPLICATION IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED THEREIN WITHOUT FURTHER NOTICE OR A HEARING.

Dated: January 2, 2013  
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP



Michael R. Nestor (No. 3526)  
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-and-

Oscar Garza (CA No. 149790)  
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Facsimile: (213) 229-7520

*Proposed Counsel to the Debtors  
and Debtors in Possession*

**Exhibit A**

**Proposed Order**

**UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

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	:	
In re:	:	Chapter 11
	:	
THQ INC., <i>et al.</i> ,	:	Case No. 12-13398 (MFW)
	:	
Debtors. <sup>1</sup>	:	Jointly Administered
	:	
	-----X	RE: Docket No. ____

**ORDER AUTHORIZING EMPLOYMENT AND RETENTION  
OF KURTZMAN CARSON CONSULTANTS LLC AS  
ADMINISTRATIVE AGENT EFFECTIVE DECEMBER 19, 2012**

Upon application (the “**Application**”)<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the “**Debtors**”) for entry of an order under sections 327(a), 330 and 1107 of title 11 of the United States Code (the “**Bankruptcy Code**”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) and Rule 2014-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “**Local Rules**”) authorizing the Debtors to employ and retain Kurtzman Carson Consultants LLC (“**KCC**”) as their administrative agent in these Chapter 11 Cases on the terms and conditions set forth in the agreement between the Debtor and KCC (the “**KCC Agreement**”) and all as described more fully in the Application and upon the Declaration of Albert Kass, KCC’s Vice President of Corporate Restructuring Services, submitted in support of the Application (the “**Kass Declaration**”); and the Debtors having estimated that the size and complexity of their cases warrants the retention of an agent to assist with certain administrative

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<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor’s taxpayer identification number are as follows: THQ Inc. (1686); Volition, Inc. (4944); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless Inc. (7991); and Vigil Games, Inc. (8651). The Debtors’ principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

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

duties; and the Court being satisfied that KCC has the capability and experience to provide such services and that KCC does not hold an interest adverse to the Debtors or their estates respecting matters upon which it is to be engaged; and the Court having found that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and the Court having found that venue of this proceeding and the Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the terms of the KCC Agreement are reasonable and appropriate; and good and sufficient notice of the Application having been given and no other or further notice being required; and it appearing that the employment of KCC is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

**IT IS HEREBY ORDERED THAT:**

1. The Application is granted as set forth herein.
2. The Debtors are authorized to retain and employ KCC as administrative agent subject to the terms of the Application and the KCC Agreement to perform the Professional Services.
3. KCC is authorized to take such other action to comply with all duties set forth in the Application.
4. KCC shall apply to the Court for allowances of compensation and reimbursement of out-of-pocket expenses incurred in this case after the Petition Date in accordance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the guidelines established by the United States Trustee for the District of Delaware

and further orders of this Court. If KCC's fees increase from the fees set forth in the KCC Agreement, KCC shall file a declaration with the Court describing such increases.

5. The Debtors shall indemnify KCC solely to the extent set forth in the KCC Agreement.

6. Notwithstanding any provision to the contrary in the KCC Agreement, KCC may hold its Retainer as security for payment of expenses only (and not fees) incurred in performance of the Professional Services.

7. Ten business days' notice must be provided by KCC to the Debtors, the United States Trustee and any official committee prior to any increases in any of the KCC's rates for any individual retained by KCC, and such notice must be filed with the Court. The United States Trustee retains all rights to object to any rate increase on all grounds including, but not limited to, the reasonableness standard provided for in section 330 of the Bankruptcy Code, and the Court retains the right to review any rate increase pursuant to Section 330 of the Bankruptcy Code.

8. Notwithstanding any provision to the contrary in the KCC Agreement, any dispute relating to the services provided by KCC shall be referred to arbitration consistent with the terms of the KCC Agreement only to the extent that this Court does not have, retain or exercise jurisdiction over the dispute, and 28 U.S.C. § 1334(e)(2) shall govern the form for resolving fee disputes.

9. The Debtors shall indemnify KCC under the terms of the KCC Agreement; subject to the following:

- a. KCC shall not be entitled to indemnification, contribution or reimbursement pursuant to the KCC Agreement for services other than the services provided under the KCC Agreement, unless such services and the

indemnification, contribution or reimbursement therefore are approved by the Court.

- b. Notwithstanding anything to the contrary in the KCC Agreement, the Debtors shall have no obligation to indemnify KCC, or provide contribution or reimbursement to KCC, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen from KCC's gross negligence, willful misconduct, or fraud; (ii) for a contractual dispute in which the Debtors allege the breach of KCC's contractual obligations if the Court determines that indemnification, contribution or reimbursement would not be permissible pursuant to *In re United Artists Theatre Co., et al.*, 315 F.3d 217 (3d Cir. 2003), or (iii) settled prior to a judicial determination under (i) or (ii), but determined by this Court, after notice and a hearing, to be a claim or expense for which KCC should not receive indemnity, contribution or reimbursement under the terms of the KCC Agreement as modified by this Order.
- c. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject to appeal), or (ii) the entry of an order closing these cases, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the KCC Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application therefore in this Court, and the Debtors may not pay any such amounts to KCC before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by KCC for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC. All parties in interest shall retain the right to object to any demand by KCC for indemnification, contribution or reimbursement.

10. Notwithstanding anything contained in the KCC Agreement to the contrary, KCC's liability shall neither be limited to (i) the total amount billed or billable to the Debtors for the portion of the particular work which gave rise to the loss or damage nor (ii) the total amount billed to the Debtors and paid to KCC for the services contemplated under the KCC Agreement.

11. The KCC Agreement may not be assigned by KCC without permission of the Court.

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

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2013

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MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE



**Exhibit B**

**Declaration of Albert Kass**

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

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In re: : Chapter 11
  
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THQ INC., *et al.*, : Case No. 12-13398 (MFW)
  
:
  
Debtors.<sup>1</sup> : Jointly Administered
  
:
  
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**DECLARATION OF ALBERT KASS IN SUPPORT OF THE DEBTORS' APPLICATION FOR AUTHORITY TO RETAIN AND EMPLOY KURTZMAN CARSON CONSULTANTS LLC AS ADMINISTRATIVE AGENT EFFECTIVE DECEMBER 19, 2012**

I, Albert Kass, hereby declare and state as follows:

1. I am the Vice President of Corporate Restructuring Services for Kurtzman Carson Consultants LLC ("KCC"), and I am authorized to make and submit this declaration on behalf of KCC. This declaration is submitted in support of the *Debtors' Application to Retain and Employ Kurtzman Carson Consultants LLC as Administrative Agent Effective December 19, 2012* (the "**Application**")<sup>2</sup> in accordance with the terms and conditions set forth in the engagement agreement dated as of December 5, 2012 (the "**KCC Agreement**"). The statements contained herein are based upon personal knowledge.

2. KCC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. KCC has substantial experience in matters of this

<sup>1</sup> The Debtors in these chapter 11 cases and the last four digits of each Debtor's taxpayer identification number are as follows: THQ Inc. (1686); Volition, Inc. (4944); THQ Digital Studios Phoenix, Inc. (1056); THQ Wireless Inc. (7991); and Vigil Games, Inc. (8651). The Debtors' principal offices are located at 29903 Agoura Road, Agoura Hills, CA 91301.

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

size and complexity, and has provided administrative services in numerous cases of comparable size and complexity. *See, e.g., In re Southern Air Holdings, Inc.*, Case No. 12-12690 (Bankr. D. Del. Sept. 28, 2012); *In re Carey Limousine L.A., Inc.*, Case No. 12-12664 (Bankr. D. Del. Sept. 25, 2012); *In re Digital Domain Media Group, Inc.* (DDMG), Case No. 12-12568 (Bankr. D. Del. Sept. 11, 2012); *In re Ritz Camera & Image, L.L.C.*, et al., Case No. 12-11868 (Bankr. D. Del. June 22, 2012); *In re Trident Microsystems, Inc.*, Case No. 12-10069 (Bankr. D. Del. Jan. 4, 2012); *In re AES Eastern Energy, L.P.*, Case No. 11-14138 (Bankr. D. Del. Dec. 30, 2011); *In re William Lyon Homes*, Case No. 11-14019 (Bankr. D. Del. Dec. 19, 2011); *In re The PMI Group, Inc.*, Case No. 11-13730 (Bankr. D. Del. Nov. 23, 2011); *In re Blitz U.S.A., Inc.*, Case No. 11-13603 (Bankr. D. Del. Nov. 9, 2011); *In re Filene's Basement, LLC*, Case No. 11-13511 (Bankr. D. Del. Nov. 2, 2011); *In re NewPage Corp.*, Case No. 11-12804 (Bankr. D. Del. Sept. 7, 2011); *In re DSI Holdings, Inc.*, Case No. 11-11941 (Bankr. D. Del. June 26, 2011); *In re Nebraska Book Co., Inc.*, Case No. 11-12005 (Bankr. D. Del. June 27, 2011); *In re Caribe Media, Inc.*, Case No. 11-11387 (Bankr. D. Del. May 3, 2011).

3. The Debtors have carefully selected KCC to serve as their claims and noticing agent for the Debtors' estates, as set forth in more detail in the Application. To the best of my knowledge, neither KCC, nor any of its professional personnel, have any relationship with the Debtors that would impair KCC's ability to serve as the claims, noticing, and administrative agent in these cases.

4. The Debtors have many creditors, and accordingly, KCC may have rendered and may continue to render services to certain of these creditors in matters unrelated to these cases, either as vendors or in cases where KCC serves in a neutral capacity as a bankruptcy claims and noticing agent or class action settlement administrator. KCC has not and will not

represent the separate interests of any such creditor in these cases. To the best of my knowledge, neither KCC, nor any of its professional personnel, have any relationship with the Debtors that would impair KCC's ability to serve as claims and noticing agent or administrative agent. KCC has working relationships with certain of the professionals retained by the Debtors and other parties herein, but such relationships are completely unrelated to the Debtors' cases. In addition, KCC personnel may have relationships with some of the Debtors' creditors. Such relationships are, however, of a personal, financial nature and are wholly unrelated to the Debtors' cases. KCC has and will continue to represent clients in matters unrelated to the Debtors' 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. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders.

6. KCC is a "disinterested person," within the meaning of sections 101(14) and 327 of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, in that KCC (a) holds no interest adverse to the Debtors or their estates and (b) other than the services currently being provided for the Debtors, KCC has no connection with the Debtors, their creditors, the U.S. Trustee, or other parties in interest in these chapter 11 cases. Moreover, KCC or its professional personnel (a) are not creditors, equity security holders, or insiders of the

Debtors; (b) are not and were not, within two (2) 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' 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. KCC 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 KCC's proposed retention and employment is approved by this Court, KCC will not accept any engagement or perform any service for any entity or person other than the Debtors in these Chapter 11 Cases. KCC may, however, provide 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.

8. Subject to the Court's approval, the Debtors have agreed to compensate KCC for certain services rendered in connection with these chapter 11 cases pursuant to the KCC Agreement, a true and correct copy of which is attached as **Exhibit C** to the Application. As referenced in the Application, and in the KCC Agreement, the Debtors and KCC have agreed to a pricing schedule (the "**KCC Fee Schedule**"). The KCC Fee Schedule is attached as **Exhibit D** to the Application.

9. KCC further understands that the Debtors will compensate KCC in accordance with the terms of the KCC Fee Schedule and upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the rates charged for each, and will reimburse KCC for all reasonable and necessary expenses it may incur. With respect to such services, KCC will maintain records of all services showing dates, categories of services, fees

charged and expenses incurred, and will serve monthly invoices on the Debtors, the U.S. Trustee, counsel for the Debtors, counsel for any official committee monitoring the expenses of the Debtors and any party in interest who specifically requests service of the monthly invoices.

10. KCC has received a retainer in the amount of \$25,000 from the Debtors (the “**Retainer**”). KCC will hold the Retainer under the KCC Agreement during these Chapter 11 Cases as security for the payment of fees and expenses incurred pursuant to the KCC Agreement. Following termination of the KCC Agreement, KCC will return to the Debtors any amount of the Retainer that remains.

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

Dated: December 28, 2012  
Los Angeles, California



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Albert Kass  
Vice President of Corporate Restructuring Services  
Kurtzman Carson Consultants LLC

**Exhibit C**

**KCC Agreement**



## KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 5th day of December, 2012, between THQ Inc. (together with its affiliates and subsidiaries, the "Company"),<sup>1</sup> and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

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

### Terms and Conditions

#### I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

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<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.





## KCC AGREEMENT FOR SERVICES

### II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion



### KCC AGREEMENT FOR SERVICES

and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

#### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

#### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

#### V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.



## KCC AGREEMENT FOR SERVICES

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company and the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



## KCC AGREEMENT FOR SERVICES

### VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



## KCC AGREEMENT FOR SERVICES

### X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC'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.

### XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC  
2335 Alaska Ave.  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@kccllc.com](mailto:dfoster@kccllc.com)

THQ Inc.  
29903 Agoura Road  
Agoura Hills, CA 91301  
Attn: Edward L. Kaufman  
Tel: 818-871-5080  
Fax: 818-871-7593

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



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Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

### XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

### XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

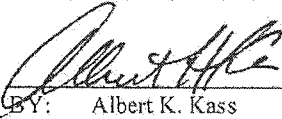
[SIGNATURE PAGE FOLLOWS]




### KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

 12/5/2012  
BY: Albert K. Kass      DATE:  
TITLE: Vice President, Corporate Restructuring

THQ Inc.

 12/5/12  
BY: Edward L. Kaufman      DATE:  
TITLE: EVP, Business and Legal Affairs and Corporate Secretary

**Exhibit D**

**KCC Fee Structure**





## KCC CORPORATE RESTRUCTURING FEE STRUCTURE

### FEES

#### Consulting Services & Rates<sup>1</sup>

<u>Position</u>	<u>Hourly Rate</u>	<u>30% Discounted Rate</u>
Clerical	\$40.00-\$60.00	\$28.00-\$42.00
Project Specialist	\$80.00-\$140.00	\$56.00-\$98.00
Technology/Programming Consultant	\$100.00-200.00	\$70.00-\$140.00
Consultant	\$125.00-200.00	\$87.50-\$140.00
Senior Consultant	\$225.00-\$275.00	\$157.50-\$192.50
Senior Managing Consultant	\$295.00	\$206.50
Weekend, holidays and overtime	Waived	Waived
Travel expenses and working meals	Waived	Waived

### EXPENSES<sup>2</sup>

#### Noticing Services

Set-up	Waived
Printing and photocopies	\$0.10 per image <sup>3</sup>
Labels	\$0.05 per image
Electronic noticing (e-mail)	\$50.00 per 1,000 <sup>4</sup>
Electronic noticing (domestic facsimile)	\$0.10 per page
Claim Acknowledgement Card	\$0.10 per notice
Insert creditor information into customized documents	Waived
Document folding and inserting	Waived
Legal notice publishing	Quote prior to publishing

<sup>1</sup> Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control.

<sup>2</sup> Expenses shall be consistent with the general practice procedures authorized in the District of \_\_\_\_\_.

<sup>3</sup> Volume discount of \$0.08 per printed image will be applied for all mailings sent to 5,000 parties or more.

<sup>4</sup> Expense waived for the first 5,000 emails.



### **Claims Administration & Management**

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Database and System Access (Unlimited users)	Waived
License fee and data storage	\$0.10 per creditor per month (all charges waived for first six months)
Case-specific public website hosting	Waived
Creditor import	Waived
Proof of Claim input	No per creditor charge

### **Document Management/Imaging**

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Electronic imaging (scanning & bar-coding)	\$0.11 per imaged page
Virtual data room	Quote prior to VDR set-up
CD-ROMs (Mass Document Storage)	Varies upon requirements

### **Call Center Support Services**

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Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	Set up fee waived \$0.34 per minute
Monthly maintenance charge	Waived
Management of Call Center	Standard hourly rates

### **Solicitation, Balloting & Tabulation Services**

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Set-up, tabulation and vote verification	Applicable consulting fees only
Printing and mailing ballots	Subject to above unit pricing for mailing and noticing



**Public Securities Services**

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- Notice Event - Informational mailings to security holders
- Voting Event - Mailing ballots to security holders and tabulating their votes on a plan of reorganization
- Corporate Action Event - Mailing election forms to security holders and tabulating the results, e.g., rights offering elections
- Voting and Corporate Action Event - Mailing ballots, which include both a vote and an election, to security holders and tabulating the results
- Security Holder Identification Report

**Disbursements**

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Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

**Standard and Customized Reporting**

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*The following services are available at consulting rates:*

- Preparation of Service Lists
- Preparation of Claims Registers & Claims Reports
- Claims Reconciliation
- Preparation of Claims Objection Exhibits
- Custom Data Extraction & Forensics
- Preference Data Compilation
- Preparation of Schedules & SOFA
- Preparation of Ballot Tabulations/Disbursements Reports
- Contract and Lease Analysis
- Preparation of Claim Transfer Reports
- Preparation of Exhibits to Plan and Disclosure Statement
- Preparation of Custom Reports
- Other Services as Requested by Client