

cc. 600

JL

1 Erwin Thompson & Hascheff
 Thomas P. Erwin
 2 One E. Liberty Street, Suite 424
 Reno, Nevada 89501
 3 P.O. Box 40817
 Reno, Nevada 89504
 4 Telephone: (775) 786-9494
 Facsimile: (775) 786-1180
 5

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 99 APR -2 AM 11:23
 U.S. BANKRUPTCY COURT
 PATRICIA GRAY, CLERK

6 **IN THE UNITED STATES BANKRUPTCY COURT**
 7 **FOR THE DISTRICT OF NEVADA**

8 In re: Chapter 11 (Reorganized)
 Case Nos. BK-N-98-30088-GWZ through
 9 PEGASUS GOLD CORPORATION, a BK-N-98-30105-GWZ
 Nevada corporation; and related entities,
 10 (Jointly Administered)
 Debtors.

Date of Hearing: May 17, 1999
 Time of Hearing: 9:00 a.m.

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 13 **AMENDED SECOND AND FINAL COMPENSATION APPLICATION**
 14 **FOR ERWIN THOMPSON & HASCHEFF**

15 Erwin Thompson & Hascheff ("ETH") submits its amended second application ("Fee
 16 Application") for an award of compensation for professional fees and reimbursable expenses
 17 incurred from the period from December 1, 1998, to and including February 5, 1999 (the
 18 "Application Period"). This amended second application is filed because the original Fee
 19 Application filed with this Court on March 29, 1999, did not have attached to it the copy of the
 20 billing described in Paragraph 5 below; except for the foregoing, this amended second application
 21 is identical in all respects to the original Fee Application. The undersigned respectfully represents:

22 1. On January 16, 1998, the above-named Debtors ("Debtors") filed a petition for relief
 23 under Chapter 11, Title 11, of the United States Code in the United States Bankruptcy Court for the
 24 District of Nevada.

25 2. On May 15, 1998, Debtors filed their Omnibus Motion for Employment nunc pro
 26 tunc as of January 16, 1998, of Erwin Thompson & Hascheff, among others, as Special Counsel
 27 ("Retention Application"). On June 26, 1998, such employment was approved by this Court.

#1945	①	400	30.04	400	30.04	1
#2164	②	2500	101.28	2500	101.28	
		<u>2900</u>	<u>131.32</u>	<u>2900</u>	<u>131.32</u>	

2164

1 3. ETH, as special counsel for Debtors, applies for the payment of compensation for
2 services rendered and reimbursement of expenses incurred during the Application Period.

3 4. ETH seeks the payment of compensation in the amount of \$2,500.00, representing
4 100% of the fees for services rendered during the application period, and interim reimbursement of
5 expenses in the amount of \$101.28, representing 100% of the expenses incurred during the
6 application period. Members of ETH expended a total of 12.5 hours in the provision of services to
7 the Debtors during the Application Period.

8 5. A copy of the billing statement produced by ETH for Debtors for services rendered
9 and a summary of the reimbursable expenses incurred during the Application Period is attached as
10 Exhibit A. The billing statement recites: (a) the name of each individual that performed services
11 for Debtors during the application period; (b) the hourly billing rate applicable to each such
12 individual; and (c) the time expended by those individuals.

13 6. During the Application Period, ETH performed services for Debtors involving review
14 and revision of loan agreements proposed to be entered into by Apollo Gold, Inc. and Pegasus Gold
15 Corporation and preparation of Nevada law opinions in support of the transactions contemplated
16 under the loan agreements. ETH submits that the services provided by it are in no way duplicative
17 of services provided by the other law firms employed in this matter.

18 7. ETH has served a copy of this Fee Application on the office of the U.S. Trustee, the
19 Debtors, and counsel for the Liquidating Trustee.

20 8. ETH acknowledges that the payment of compensation and reimbursement of expenses
21 sought in this fee application constitutes a request for final allowances of such compensation and the
22 reimbursement of expenses.

23 9. Neither ETH nor any member of ETH has any agreement of understanding of any
24 kind to divide, payover, or share with any other person, except as among the members of ETH, any
25 portion of the fees or expenses to be awarded pursuant to this fee application.

26 ETH respectfully requests that the Debtors pay the compensation for services rendered during
27
28

1 the period and reimburse the expenses incurred during the Application Period, as set out in this Fee
2 Application.

3 Dated April 2, 1999.

4 Erwin Thompson & Hascheff

5
6 By Thomas P. Erwin

7 Thomas P. Erwin
8 State Bar No. 951
9 One E. Liberty Street, Suite 424
10 P.O. Box 40817
11 Reno, Nevada 89504
12 (775) 786-9494
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1 **Certificate of Service**

2 I certify that I am an employee of Thomas P. Erwin, P.C., of the firm of Erwin Thompson
3 & Hascheff, and on the 2 day of April 1999, I mailed, first class postage prepaid, from Reno,
4 Nevada, a genuine copy of the Amended Second and Final Compensation Application for Erwin
5 Thompson & Hascheff, addressed as follows:

6 Nicholas Strozza, Trustee
7 United States Bankruptcy Court
8 300 Booth Street, #1136
9 Reno, Nevada 89509

10 Sallie B. Armstrong
11 Hartman & Armstrong, Ltd.
12 427 W. Plumb Lane
13 Reno, Nevada 89509

14 Michael Richman
15 Mayer, Brown & Platt
16 1657 Broadway
17 New York, New York 10019

18 Pegasus Gold Corporation
19 601 West First Avenue, Suite 1500
20 Spokane, WA 99204

21 Denise M. Cairns
22
23
24
25
26
27
28

Erwin Thompson & Hascheff

ONE EAST LIBERTY, SUITE 424
POST OFFICE BOX 40817
RENO, NEVADA 89504

TELEPHONE: (702) 786-9494
FACSIMILE: (702) 786-1180

Invoice submitted to:
Apollo Gold, Inc.
Myles Pistorius
Simpson Thacher & Bartlett
425 Lexington Avenue
New York NY 10017-3954

February 10, 1999

In Reference To: General Electric Capital Corporation 1999 Financing;
Invoice # 9812010 Account 11368.001

Professional services

			<u>Hrs/Rate</u>	<u>Amount</u>
1/12/99	TPE	Review security agreement and proposed opinion; prepare draft opinion	1.00 200.00/hr	200.00
1/13/99	TPE	Prepare opinion	0.60 200.00/hr	120.00
1/14/99	TPE	Confer with M. Pistorius; revise draft opinion; review credit agreement	1.30 200.00/hr	260.00
1/15/99	TPE	Confer with M. Pistorius; review CitiBank credit documents; prepare CitiBank opinion	1.20 200.00/hr	240.00
2/1/99	TPE	Confer with and review letter from M. Pistorius re opinions; prepare draft opinions	1.00 200.00/hr	200.00
2/2/99	TPE	Review transaction documents for additional Citibank loan agreement and Pegasus loan agreement; prepare additional opinions; confer with M. Pistorius	2.80 200.00/hr	560.00
2/3/99	TPE	Review loan documents; revise opinions; confer with M. Pistorius	2.00 200.00/hr	400.00
2/4/99	TPE	Confer with M. Pistorius and A. Zolfaghari; revise opinions	1.00 200.00/hr	200.00

Handwritten initials/signature

1 Erwin Thompson & Hascheff
2 Thomas P. Erwin
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6 Reno, Nevada 89504
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99 MAR 29 PM 2:53
BANKRUPTCY COURT
Handwritten initials

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7 **FOR THE DISTRICT OF NEVADA**

8 In re: Chapter 11 (Reorganized)
9 PEGASUS GOLD CORPORATION, a Case Nos. BK-N-98-30088-GWZ through
10 Nevada corporation; and related entities, BK-N-98-30105-GWZ
11 Debtors. (Jointly Administered)

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Time of Hearing: 9:00 a.m.

13 **SECOND AND FINAL COMPENSATION APPLICATION FOR**
14 **ERWIN THOMPSON & HASCHEFF**

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16 for an award of compensation for professional fees and reimbursable expenses incurred from the
17 period from December 1, 1998, to and including February 5, 1999 (the "Application Period") and
18 respectfully represents:

19 1. On January 16, 1998, the above-named Debtors ("Debtors") filed a petition for relief
20 under Chapter 11, Title 11, of the United States Code in the United States Bankruptcy Court for the
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Handwritten number 2154

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22 portion of the fees or expenses to be awarded pursuant to this fee application.

23 ETH respectfully requests that the Debtors pay the compensation for services rendered during
24 the period and reimburse the expenses incurred during the Application Period, as set out in this Fee
25 Application.

1 Dated March 24, 1999.

2 Erwin Thompson & Hascheff

3
4 By Thomas P. Erwin

5 Thomas P. Erwin
6 State Bar No. 951
7 One E. Liberty Street, Suite 424
8 P.O. Box 40817
9 Reno, Nevada 89504
10 (775) 786-9494

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3 & Hascheff, and on the 21 day of March 1999, I mailed, first class postage prepaid, from Reno,
4 Nevada, a genuine copy of the Second and Final Compensation Application for Erwin Thompson
& Hascheff, addressed as follows:

5 Nicholas Strozza, Trustee
6 United States Bankruptcy Court
300 Booth Street, #1136
Reno, Nevada 89509

7 Sallie B. Armstrong
8 Hartman & Armstrong, Ltd.
427 W. Plumb Lane
9 Reno, Nevada 89509

10 Michael Richman
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