

)	
In re:)	
)	Case No. 04-0_____(____)
ACR MANAGEMENT, L.L.C., <u>et al.</u> , ¹)	
)	Chapter 11
)	
Debtors.)	(Jointly Administered)
)	
)	Docket No. ____
ACR MANAGEMENT, L.L.C., et al.,)	
)	Hearing Date and Time: _____
Movants,)	
)	Objection Deadline: _____
v.)	
)	
NO RESPONDENT.)	
)	

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) seeking entry of an order approving the services agreement (the “Agreement,” a copy of which is attached to the Motion as Exhibit A) among the Debtors, Leonard LoBiondo (“LoBiondo”) and KZC Services, LLC (“KZC”); and it appearing that the relief requested is essential to the continued operation of the Debtors’ businesses and is

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

in the best interest of the Debtors' estates and creditors; and sufficient notice of the Motion having been given under the circumstances; and it appearing that this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. § 157; and it appearing that venue of this proceeding and this Motion is properly in this District pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor, it is hereby:

ORDERED that the Motion is granted; and it is further

ORDERED that the Agreement is hereby approved in its entirety; and it is further

ORDERED that the Debtors shall be, and hereby are, authorized to employ LoBiondo and KZC to provide services for the Debtors on the terms and conditions set forth in the Agreement; and it is further

ORDERED that KZC shall be authorized to assign LoBiondo as the Chief Restructuring Officer of Directors and other additional individuals to serve as Associate Directors of Restructuring to perform services required of KZC under the Agreement. LoBiondo and KZC shall not be required to apply to the Court for payment of any compensation or reimbursement of any expenses under the Agreement; and it is further

ORDERED that LoBiondo and KZC shall be, and hereby are, authorized to perform the services as defined in the Motion, the Agreement and the LoBiondo Affidavit; and it is further

ORDERED that all compensation and reimbursement due to, and other rights of, LoBiondo and KZC in accordance with the Agreement, including, without limitation indemnification obligations, shall be treated and allowed as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the terms and provisions of Section 4 of the Agreement; provided, however, that KZC shall be liable

for, and responsible for the payment of any taxes, withholding or otherwise, associated with the payment of compensation and reimbursement for individuals provided by KZC; and it is further

ORDERED that any payments to be made pursuant to this Order shall be subject to the DIP Budgets, DIP Loan Amendment and the DIP Orders (as each term is defined in the First Day Affidavit); and it is further

ORDERED that for a period of three years after the conclusion of the engagement, the Fund (as defined in the LoBiondo Affidavit) shall not make any investment in the Debtors or the reorganized Debtors; and it is further

ORDERED that the Success Fee which may become due to KZC in accordance with the Agreement shall be payable, subject to review by the United States Trustee, for reasonableness under all the relevant circumstances; and it is further

ORDERED that the Agreement and any related agreements, documents or other instruments may be modified, amended or supplemented by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement shall have no material adverse effect on the Debtors' estates or their creditors; and it is further

ORDERED that the Court shall retain jurisdiction over any and all disputes arising under or otherwise relating to the construction, performance and enforcement of the terms and conditions of the Agreement.

Pittsburgh, Pennsylvania

Dated: _____, 2004

United States Bankruptcy Judge