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| <p>Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address</p> <p>Gary E. Klausner (State Bar No. 69077) Margreta A. Morgulas (State Bar No. 224950) Kizzy L. Jarshow (<i>Pro Hac Vice Application Pending</i>) Stutman, Treister & Glatt Professional Corporation 1901 Avenue of the Stars, 12th Floor Los Angeles, CA 90067 Telephone: (310) 228-5600 Facsimile: (310) 228-5788 Email: gklausner@stutman.com mmorgulas@stutman.com kjarashow@stutman.com</p> <p><input type="checkbox"/> Individual <i>appearing without an attorney</i> <input checked="" type="checkbox"/> Attorneys for: [Proposed] Reorganization Counsel for Debtors and Debtors in Possession</p> | <p>FOR COURT USE ONLY</p> |
| <p style="text-align: center;">UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA – LOS ANGELES DIVISION</p> | |
| <p>In re:</p> <p>COLOREP, INC., a California corporation, <i>et al.</i>,</p> <p style="text-align: center;">Debtors.</p> <p style="text-align: center;">Tax I.D. Nos. 94-3055026 (Colorep, Inc.) and 54-1200596 (Transprint USA, Inc.)</p> | <p>CASE NO.: 13-bk-27689-WB CHAPTER: 11</p> <p>NOTICE OF LODGMENT OF: INTERIM ORDER (A) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION FINANCING; (B) GRANTING SUPERPRIORITY EXPENSE CLAIMS AND PRIMING LIENS; AND (C) GRANTING OTHER RELIEF UNDER 11 U.S.C. §§ 105, 361, 363, 364 AND 507(B), F.R.B.P. 2002 AND 4001; AND LBRS 2002-1 AND 4001-2</p> |

PLEASE TAKE NOTICE that the **INTERIM ORDER (A) AUTHORIZING DEBTOR TO OBTAIN POSTPETITION FINANCING; (B) GRANTING SUPERPRIORITY EXPENSE CLAIMS AND PRIMING LIENS; AND (C) GRANTING OTHER RELIEF UNDER 11 U.S.C. §§ 105, 361, 363, 364 AND 507(B), F.R.B.P. 2002 AND 4001; AND LBRS 2002-1 AND 4001-2** ("Interim Order") was lodged with the Court on July 16, 2013, and a copy is attached hereto. The attached Interim Order relates to the Motion assigned Docket No. 12 in these jointly-administered cases.

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17 **UNITED STATES BANKRUPTCY COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 **LOS ANGELES DIVISION**

20 re:
21 **COLOREP, INC.,**
22 a California corporation,

23 Debtor.

24 Tax I.D. No. 94-3055026

25 _____
26 In re:

27 **TRANSPRINT USA, INC.,**
28 a Virginia corporation,

Debtor.

Tax I.D. No. 54-1200596

Case No. 13-bk-27689-WB

Chapter 11
Motion for Joint Administration
With Case No. 13-bk-27698-WB
Pending)

**INTERIM ORDER (A) AUTHORIZING
DEBTOR TO OBTAIN POSTPETITION
FINANCING; (B) GRANTING
SUPERPRIORITY EXPENSE CLAIMS
AND PRIMING LIENS; AND (C)
GRANTING OTHER RELIEF UNDER 11
U.S.C. §§ 105, 361, 362, 363,
364 AND 507(B), F.R.B.P. 2002
AND 4001; AND LBRS 2002-1 AND
4001-2)**

HEARING

DATE: JULY 15, 2013
TIME: 2:00 A.M.
PLACE: 255 E. TEMPLE STREET,
COURTROOM 1375
Los Angeles, CA 90012

1 Upon the Emergency Motion Of Debtors For Entry Of Interim
2 And Final DIP Orders (A) Authorizing Debtors To Obtain
3 Postpetition Financing; (B) Granting Superpriority Expense Claims
4 And Priming Liens; And (C) Granting Other Relief Under 11 U.S.C.
5 §§ 105, 361, 362, 363, 364 and 507(b), F.R.B.P. 2002 and 4001;
6 and LBRs 2002-1 AND 4001-2 (the "**Motion**"), dated July 10, 2013,
7 of Colorep, Inc. and Transprint USA, Inc., as debtors and
8 debtors-in-possession (collectively, the "**Debtors**"), in the
9 above-captioned chapter 11 cases (the "**Cases**") under sections
10 105, 361, 362, 363, 364(c)(1), 364(c)(2), 364(c)(3), 364(d)(1),
11 364(e) and 507(b) of title 11 of the United States Code, 11
12 U.S.C. §§ 101, et seq. (as amended, the "**Bankruptcy Code**"), and
13 Rules 2002, 4001 and 9014 of the Federal Rules of Bankruptcy
14 Procedure (the "**Bankruptcy Rules**") and Local Rules for the
15 Bankruptcy Court for the Central District of California (the
16 "**Local Rules**") 4001-2, 2002-2(a)(4) and 9013, seeking, among
17 other things:

18 i) authorization for Debtors to enter into and to be
19 bound by, and the approval of (A) the provisions of that
20 certain Senior Secured Priming Debtor In Possession Term
21 Credit Facility Term Sheet (the "**DIP Term Sheet**"), by and
22 among Colorep, Inc. and Transprint USA, Inc., as borrower,
23 Meserole, LLC and the lenders party thereto from time to
24 time (collectively, "**DIP Lenders**") and Meserole, LLC, as
25 administrative and collateral agent for itself and the DIP
26 Lenders (in such capacity, the "**DIP Agent**") and (B) the
27 provisions of the other documents, agreements and
28 instruments reasonably necessary to document the financing

1 and transactions contemplated in the DIP Term Sheet and
2 herein, including without limitation a credit agreement, if
3 any, and any other documents granting a lien upon, or
4 control (for Uniform Commercial Code purposes) of the DIP
5 Collateral (as defined below) as security for payment of the
6 DIP Obligations (as defined below) (collectively, the
7 **"Ancillary DIP Agreements"**; the DIP Term Sheet, the
8 Ancillary DIP Agreements, this Order (this **"Interim DIP
9 Order"**) and the Final DIP Order (as defined below),
10 collectively, the **"DIP Documents"**), and that the DIP
11 Documents are entered into in connection with postpetition
12 financing (the **"DIP Loan"** or the **"DIP Financing"**) consisting
13 of a superpriority and senior, priming lien, secured term
14 credit facility (collectively, the **"DIP Facility"**) pursuant
15 to which: (i) Debtors, on an interim basis, may (a) borrow
16 from the DIP Lenders multiple draw term loans up to an
17 aggregate principal amount outstanding not to exceed
18 \$1,000,000 under the terms of the DIP Documents, including
19 this Interim DIP Order, and to provide working capital for
20 Debtors until the Termination Date in an amount sufficient
21 to prevent immediate and irreparable harm to the estates
22 prior to a Final Hearing (as defined below) on the Motion
23 (the **"Interim DIP Advances"** or the **"Interim DIP Facility"**),
24 (ii) conditioned on the execution and satisfaction of the
25 conditions to lending under all of the DIP Documents, and
26 upon entry of the Final DIP Order, Debtors, on a final
27 basis, may borrow from the DIP Lenders multiple draw term
28 loans up to an aggregate principal amount outstanding not to

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1 exceed \$2,000,000 (inclusive of the Interim DIP Advances)
2 under the terms of the DIP Documents and upon the entry of
3 the Final DIP Order to provide working capital for Debtors
4 until the Termination Date;

5 ii) authorization for Debtors to execute and enter
6 into the DIP Documents and to perform such other and further
7 acts as may be required in connection with the DIP
8 Documents;

9 iii) limitation of Debtors' right to surcharge any Pre-
10 Petition Collateral (as defined below) and DIP Collateral
11 (as defined below) under sections 105, 506(c) and 552(b) of
12 the Bankruptcy Code;

13 iv) under Bankruptcy Rule 4001 and Local Rule 4001-2,
14 an interim hearing (the "**Interim Hearing**") on the Motion for
15 approval of the DIP Facility and this Interim DIP Order; and

16 v) a final hearing (the "**Final Hearing**") to be held
17 within 21 days after entry of this Interim DIP Order to
18 consider final approval of the DIP Documents, entry of a
19 Final DIP Order approving the DIP Documents and authorizing
20 the balance of the borrowings under the DIP Documents on a
21 final basis (the "**Final DIP Order**"), as set forth in the
22 Motion and the DIP Documents, which will be filed with this
23 Court prior to the Final Hearing.

24 Debtors having served notice pursuant to sections 102(1),
25 361, 362, 363 and 364 of the Bankruptcy Code and Bankruptcy Rules
26 2002, 4001(b) and (c) and Local Bankruptcy Rules 4001-2, 2002-
27 2(a)(4) and 9013, of the Motion, the relief requested therein on
28 an interim basis and the Interim Hearing on, among others,

1 Debtors' Twenty Largest unsecured creditors as set forth in the
2 list filed by Debtors pursuant to Bankruptcy Rule 1007(d) (the
3 "**Twenty Largest Creditors List**"); counsel for the Pre-Petition
4 Lender, DIP Agent, DIP Lenders, all known holders of liens on
5 Debtors' assets; and the Office of the United States Trustee for
6 the Central District of California (the "**United States Trustee**");

7 The Debtors having filed Cases on July 10, 2013 (the
8 "**Petition Date**")

9 The Interim Hearing having been held by this Court on July
10 15, 2013;

11 Upon the record made by Debtors at the Interim Hearing, the
12 record in these Cases and the Declaration of Mark A. Fox, dated
13 July 11, 2013, in support of First Day Pleadings, and it
14 appearing that the Pre-Petition Lender consents to the approval
15 of this Interim DIP Order, and that interests of all other
16 holders of liens on the Pre-Petition Collateral are also
17 adequately protected, and after due deliberation and
18 consideration and sufficient cause appearing therefor:

19 IT IS FOUND, DETERMINED, ORDERED AND ADJUDGED, that:

20 1. *Disposition.* The Motion is granted on an interim basis
21 on the terms set forth in this Interim DIP Order. Any objections
22 to the relief sought in the Motion or this Interim DIP Order that
23 have not been previously resolved or withdrawn, and all
24 reservations of rights contained therein, are overruled on the
25 merits, except as objections to a Final DIP Order. This Interim
26 DIP Order shall be valid, binding and enforceable on all parties
27 in interest and fully effective immediately upon entry, subject
28 only to the entry of the Final DIP Order.

1 2. *Jurisdiction and Venue.* This Court has jurisdiction
2 over the Cases and the Motion as a core proceeding and over the
3 parties and property affected hereby under 28 U.S.C. §§ 157(b)
4 and 1334. Venue is proper before this Court under 28 U.S.C. §§
5 1408 and 1409. No request has been made for the appointment of a
6 trustee or examiner.

7 3. *Notice.* Under the circumstances, the notice given by
8 Debtors of the Motion, the relief requested therein, and the
9 Interim Hearing pursuant to Bankruptcy Rules 2002, 4001(b) and
10 (c) and Local Bankruptcy Rules 4001-2, 2002-2(a)(4) and 9013
11 constitutes appropriate, due and sufficient notice thereof and
12 complies with Bankruptcy Rules 2002, 4001(b) and (c) and Local
13 Bankruptcy Rules 4001-2, 2002-2(a)(4) and 9013, and the notice of
14 the relief to be sought at the Final Hearing as prescribed herein
15 below is adequate and appropriate.

16 4. *Findings Regarding the DIP Financing.*

17 a. The DIP Term Sheet and the Ancillary DIP
18 Agreements have been negotiated in good faith and at arm's length
19 between all parties thereto, all of which were or have been
20 represented by experienced counsel, are fair and reasonable under
21 the circumstances, are for reasonably equivalent value and fair
22 consideration, are enforceable in accordance with their terms,
23 and have been and shall be deemed to have been entered into and
24 extended in good faith, as that term is used in Section 364(e) of
25 the Bankruptcy Code

26 b. Debtors do not have available sources of working
27 capital and financing, including Cash Collateral, to carry on the
28 operation of their business without obtaining the DIP Financing.

1 Debtors need interim funding under the DIP Financing as
2 authorized herein, subject to the limitations set forth in the
3 DIP Budget (as defined below) (i) to finance, among other things,
4 the orderly continuation of the operation of their businesses;
5 (ii) to maintain business relationships with vendors, suppliers
6 and customers; (iii) to finance payroll; (iv) to make capital
7 expenditures; (v) to satisfy other working capital and
8 operational needs; (vi) to pay DIP Agent's and DIP Lenders' Fees
9 and Expenses (as defined below) pursuant to the terms hereof;
10 (vii) to pay the Carve Out (as defined below); (viii) to pay such
11 items as are set forth by line item in the DIP Budget; and (ix)
12 for other lawful purposes in the ordinary course of Debtors'
13 business not prohibited by the DIP Documents or this Interim DIP
14 Order ("**Permissible Uses**"). The access of Debtors to sufficient
15 working capital and liquidity through borrowings under the DIP
16 Facility is vital to the preservation and maintenance of the
17 going concern values of Debtors and to a successful
18 reorganization of Debtors.

19 c. Debtors are unable to obtain financing on more
20 favorable terms from sources other than the DIP Lenders under the
21 DIP Documents and are unable to obtain adequate unsecured credit
22 allowable under sections 364(c)(1) or 503(b)(1) of the Bankruptcy
23 Code as an administrative expense. Debtors are also unable to
24 obtain secured credit from sources other than the DIP Lenders
25 that would be allowable under sections 364(c)(2), 364(c)(3) and
26 364(d)(1) of the Bankruptcy Code for the purposes set forth in
27 the DIP Documents and Superpriority Claims as defined and set
28 forth herein. The terms of the DIP Term Sheet are fair and

1 commercially reasonable and in the best interests of creditors.

2 d. The terms of the DIP Term Sheet, the Ancillary DIP
3 Agreements and this Interim DIP Order are fair and commercially
4 reasonable, reflect Debtors' prudent exercise of business
5 judgment consistent with their fiduciary duties and constitute
6 reasonably equivalent value and fair consideration.

7 e. The DIP Term Sheet, the Ancillary DIP Agreements
8 and the terms of the DIP Facility have been negotiated in good
9 faith and at arm's length among Debtors and the DIP Agent, and
10 all of Debtors' obligations and indebtedness arising under, in
11 respect of or in connection with the DIP Facility, the DIP Term
12 Sheet and the Ancillary DIP Agreements, including without
13 limitation, any and all amounts due, whether now existing or
14 hereafter arising, under DIP Term Sheet or any Ancillary
15 Agreement, including any and all principal, interest, penalties,
16 fees, charges, premiums, indemnities and costs owed or owing to
17 the DIP Agent or any DIP Lender by the Debtors, in each instance,
18 whether absolute or contingent, direct or indirect, secured or
19 unsecured, due or not due, primary or secondary, joint or
20 several, arising by operation of law or otherwise, and all
21 interest and other charges thereon, including post-petition
22 interest (collectively, the "**DIP Obligations**"), shall be deemed
23 to have been extended by the DIP Agent and DIP Lenders and their
24 respective affiliates in good faith, as that term is used in
25 section 364(e) of the Bankruptcy Code and in express reliance
26 upon the protections offered by section 364(e) of the Bankruptcy
27 Code, and the DIP Obligations, the DIP Lien (as defined below)
28 and the Superpriority Claims (as 8 defined below) shall be entitled

1 to the full protection of section 364(e) of the Bankruptcy Code
2 in the event that this Interim DIP Order or any provision hereof
3 is vacated, reversed or modified, on appeal or otherwise, or by
4 denial of the Final DIP Order or modification of the terms of the
5 DIP Financing authorized by this Interim DIP Order by the terms
6 of the Final DIP Order.

7 f. Debtors have requested immediate entry of this
8 Interim DIP Order under Bankruptcy Rules 4001(b)(2) and
9 4001(c)(2) and Local Rule 4001-2 and waiver of any applicable
10 stay under Bankruptcy Rule 6004(h). Absent granting the relief
11 sought by this Interim DIP Order, Debtors' estates will be
12 immediately and irreparably harmed. Consummation of the financing
13 under this Interim DIP Order and the DIP Documents is, therefore,
14 in the best interest of Debtors' estates consistent with their
15 fiduciary duties.

16 5. *Authorization of the DIP Financing Under the DIP*
17 *Documents.*

18 a. *Interim DIP Advances.* Subject to the satisfaction
19 of the conditions precedent set forth in the DIP Term Sheet,
20 pursuant to and upon entry of this Interim DIP Order, Debtors are
21 hereby authorized to enter into, and shall be bound by the
22 provisions of, the DIP Documents. Debtors are hereby, based on
23 entry of this Interim DIP Order, authorized to borrow the Interim
24 DIP Advances.

25 b. *Additional Advances Under the DIP Loan Other Than*
26 *the Interim DIP Advances Conditioned on Issuance of a Final DIP*
27 *Order.* Debtors shall not have authority to borrow, and the DIP
28 Lenders shall not be obligated to glend, any advances pursuant to

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1 the DIP Documents other than the Interim DIP Advances until the
2 Court has entered another Interim Order or the Final DIP Order
3 and all of the conditions for such lending set forth in the DIP
4 Documents have been satisfied or waived by the DIP Agent. Upon
5 entry of the Final DIP Order, Debtors shall be authorized to
6 borrow the full amount of the DIP Loan pursuant to the DIP
7 Documents and all limitations set forth therein.

8 c. Debtors are obligated to repay the DIP Obligations
9 under the DIP Documents in accordance with the terms of this
10 Interim DIP Order and the DIP Term Sheet. The proceeds of the
11 Interim DIP Advances shall be used for the purposes, and subject
12 to the terms and conditions, set forth herein the Budget and in
13 the DIP Documents.

14 6. *Mandatory Prepayments.* Unless otherwise agreed by DIP
15 Agent in its sole and absolute discretion,¹ and except as
16 provided below, the DIP Loan shall be mandatorily prepaid and the
17 maximum amount of the DIP Loan shall be permanently reduced by
18 net proceeds received from all dispositions of DIP Collateral
19 outside the ordinary course of business, including all proceeds
20 from sales of equipment, fixed assets, proceeds of other sales of
21 DIP Collateral (but excluding, for the purpose of clarity,
22 Debtors' collection of their accounts receivable in the ordinary
23 course of business), all insurance proceeds from any casualty to
24 DIP Collateral and all proceeds of any condemnation award in
25 respect of, any DIP Collateral (but excluding insurance or

26 _____
27 ¹ The phrases "consent of DIP Agent", "agreed by DIP Agent in its sole and
28 absolute discretion" and similar phrases herein shall be interpreted to mean
"agreed by DIP Agent and DIP Lenders in their respective sole and absolute
discretion".

1 condemnation award proceeds to the extent reasonably required to
2 replace or repair facilities or equipment that are necessary for
3 Debtors' business operations) ("**Collateral Disposition**
4 **Proceeds**"). All Collateral Disposition Proceeds shall be
5 promptly paid to the DIP Agent to reduce the DIP Obligations.

6 7. *Maturity Date.* Subject to compliance with the terms and
7 conditions of the DIP Documents and this Interim DIP Order,
8 Debtors are authorized, during the period from the date of entry
9 of this Interim DIP Order through and including the Maturity Date
10 (defined below) to use Cash Collateral and the Interim DIP
11 Advances. The term "Maturity Date" means the earliest of (a)
12 twenty-one (21) days from the date of this Interim DIP Order if a
13 Final DIP Order has not been issued or, such later date to which
14 the DIP Agent may consent in writing, (b) ninety (90) days from
15 the Petition Date; (c) the effective date of a plan of
16 reorganization; (d) the consummation of a sale of all or
17 substantially all of the assets of the Debtors under section 363
18 of the Bankruptcy Code ("Sale" or "Sale Transaction"); (e)
19 delivery of the Carve-Out Event Notice; (f) the entry of an order
20 by the Court approving an alternative DIP financing; and (g) such
21 later date as the DIP Agent and DIP Lenders in their sole
22 discretion may agree to in writing with the Borrower. If the DIP
23 Agent and Debtors consent to an extension of the Maturity Date,
24 they shall notify the United States Trustee and the Committee.

25 8. *Requests for Interim DIP Advances.* Subject to the
26 limitations of this Interim DIP Order and the DIP Documents,
27 including the limitation to Permissible Uses so long as the
28 Maturity Date has not occurred and no Event of Default has

1 occurred and is continuing, Debtors may request Interim DIP
2 Advances by delivering to the DIP Agent an Interim DIP Advance
3 Request. Interim DIP Advances may be requested on not less than
4 two (2) Business Days' advance notice to the DIP Agent and not
5 more frequently than once per week.

6 9. *Budget*. Debtors will only use Cash Collateral and the
7 proceeds of Interim DIP Advances for Permissible Uses, including,
8 subject to the Variances (as defined below), (i) the costs and
9 expenses associated with the operation of Debtors' business and
10 the conduct of the Cases in the amounts and categories of
11 Debtors' budget, delivered to and agreed by the DIP Agent prior
12 to entry of this Interim DIP Order in the form attached hereto as
13 Exhibit "1" and which is hereby approved (the "**Budget**")², setting
14 forth by line item net cash flow (including cash receipts and
15 cash disbursements) projected by Debtors on a weekly basis for
16 the time period from Petition Date for a period of thirteen (13)
17 weeks.

18 10. *Reporting Requirements*. Debtors will provide the DIP
19 Agent, DIP Lenders and Committee with any written financial
20 information or reporting on the same terms as provided in the DIP
21 Documents. In addition, from and after entry of this Interim DIP
22

23 _____
24 ² The Budget attached hereto was prepared by the Debtor's newly appointed
25 Chief Restructuring Officer on the first day of his engagement and will
26 require revision and further detail. The Budget covers the period only
27 through July 26, 2013. As indicated in the Budget, a revised budget
28 containing a 13 week cash flow will be prepared and submitted by the Debtor
and its CRO for approval by DIP Agent. Further, the Budget contains a
"Contingency" of \$100,000, however each expenditure within the Contingency
must be submitted to the DIP Agent for DIP Agent's approval, in its sole and
absolute discretion, before DIP Agent has any obligation to fund and Debtor
has authority to make such disbursement. 2-

1 Order, Debtors shall deliver to the DIP Agent, DIP Lenders and
2 the Committee the following:

3 a. On each Wednesday, Debtors shall report open order
4 and inventory sale prospects.

5 b. On each Wednesday, beginning with Wednesday of the
6 first week following entry of this Interim DIP Order, Debtors
7 shall deliver a rolling 13 week forecast by line item of net cash
8 flow (including cash receipts and cash disbursements), (each a
9 "**Thirteen Week Forecast**"), which Thirteen Week Forecast shall be
10 subject to the consent of the DIP Agent in its sole and absolute
11 discretion, and when so approved, each Thirteen Week Forecast
12 shall constitute an amendment of the Budget or, as the case may
13 be, the prior Thirteen Week Forecast, and as so amended the
14 applicable Budget or Thirteen Week Forecast shall constitute the
15 then approved and applicable Budget.

16 c. On each Wednesday, beginning with Wednesday of the
17 second week following entry of this Interim DIP Order, Debtors
18 shall deliver a report, for the week ending on the preceding
19 Wednesday, of actual net cash flow (including cash receipts and
20 cash disbursements) and expenditures (accounts payable) in each
21 case comparing Debtors' actual performance to the Budget, in a
22 form reasonably satisfactory to the DIP Agent, and a
23 certification from Debtors' CEO, CFO or CRO certifying that the
24 reports fairly present the financial condition and results of
25 operations of Debtors for such period (each an "**Actual Cash Flows**
26 **Report**").

27 d. On each Wednesday, beginning with Wednesday of the
28 second week following entry of this Interim DIP Order, Debtors

1 shall deliver to the DIP Agent, DIP Lenders and Committee a
2 reasonably detailed explanation for any Variances in the Actual
3 Cash Flows Report from the Budget, in a form reasonably
4 satisfactory to the DIP Agent (each, a "Variance Report").

5 e. Together with any Interim DIP Advance request,
6 Debtors shall deliver to the DIP Agent, DIP Lenders and Committee
7 a report, as of the close of the immediately preceding Business
8 Day, stating Debtors' actual cash balances, in form and in detail
9 reasonably satisfactory to the DIP Agent.

10 f. As and when reported to the United States Trustee,
11 all interim reports and operating statements. On each Wednesday,
12 Debtors shall deliver to DIP Agent a status report detailing
13 Debtors' sale marketing efforts and upon receipt, copies of all
14 expressions of interest, offers, letters of intent, and proposed
15 asset purchase agreement.

16 g. The DIP Agent may, through its employees or
17 through such expert consultants, counsel, and financial advisors,
18 have access to the Debtors' premises and non-attorney-client
19 privileged, business records as provided in the DIP Documents.
20 The Debtors will cooperate, consult with and provide the DIP
21 Agent's employees, counsel, consultants and advisors all non-
22 attorney-client privileged information and reports as provided in
23 the DIP Documents. (Items (a) through (g), individually and
24 collectively, the "**Reporting Requirements**").

25 11. *DIP Loan Covenants*. Debtors shall observe all covenants
26 in the DIP Documents and in this Interim DIP Order at all times
27 prior to the indefeasible payment in full of all outstanding DIP
28 Obligations.

1 12. *Implementation, Supplementation and Modification of DIP*
2 *Documents*. In furtherance of this Interim DIP Order and without
3 further approval of this Court:

4 a. Debtors are authorized and directed to perform all
5 acts, to make, execute and deliver all instruments and documents
6 (including, without limitation, the execution or recordation of
7 security agreements, pledge agreements, fixture filings, control
8 agreements and financing statements), and to pay all fees that
9 may be reasonably required or necessary for Debtors' performance
10 of its DIP Obligations and this Interim DIP Order, including,
11 without limitation: the fees referred to in the DIP Documents and
12 reasonable costs and expenses as may be due from time to time,
13 including, without limitation, fees and expenses of the
14 professionals retained by DIP Agent and DIP Lenders as provided
15 for herein and in the DIP Documents;

16 b. The DIP Agent, DIP Lenders and Debtors may agree
17 in writing executed by them to (x) the execution, delivery and
18 performance of one or more waivers, consents or forbearances
19 under the DIP Documents (it being understood that no further
20 approval of the Court shall be required for waivers, consents or
21 forbearances under the DIP Documents, or any amendment, waiver,
22 consent or forbearance fees paid in connection therewith); (y) to
23 make any non-material amendments or modifications to the DIP
24 Documents; and (z) to make any Material Modification or Amendment
25 (as defined below) to the DIP Documents; *provided* that notice of
26 any Material Modification or Amendment to the DIP Documents shall
27 be filed with the Bankruptcy Court and served by Debtors on the
28 Committee's counsel, and the United States Trustee, whom shall

1 each have five (5) Business Days from the date of such filing
2 within which to object in writing to such proposed Material
3 Modification or Amendment; *provided further* that if the Committee
4 or the United States Trustee timely objects to any such Material
5 Modification or Amendment to the DIP Documents, then such
6 Material Modification or Amendment shall only be permitted
7 pursuant to an order of this Court after notice and a hearing.
8 For purposes of this paragraph, a "**Material Modification or**
9 **Amendment of the DIP Documents**" shall mean any modification or
10 amendment that operates to (1) shorten the maturity of the
11 extensions of credit under the DIP Facility, (2) increase the
12 aggregate amount of any of the commitments thereunder, (3)
13 increase the rate of interest or any other existing fees or
14 charges payable thereunder or (4) otherwise modify the DIP
15 Documents in a manner materially less favorable to Debtors and
16 their estates, but shall exclude any forbearance or waiver which
17 may occur after an notice of an Event of Default;

18 c. Debtors are authorized and directed to perform all
19 other acts required under or in connection with the DIP
20 Documents.

21 13. *Interest, Fees and Expenses.* Debtors shall pay the
22 following, or such item shall accrue, all as more particularly
23 set forth in the DIP Documents:

24 a. *Interest.* Interest on the DIP Obligations shall
25 accrue at the rate equal to 16% per annum, in each case, payable
26 upon the Maturity Date or thereafter on demand. On the
27 occurrence and during the continuation of an Event of Default,
28 interest will be payable on all DIP Obligations at a rate that is

1 3% above the otherwise applicable rate. Interest calculations
2 will be based on a 360 day year and actual days elapsed. None of
3 the fees, costs and expenses payable under this paragraph shall
4 be subject to separate or prior approval by this Court and no
5 recipient of these payments shall be required to file a motion or
6 interim or final fee application pursuant to the provisions of
7 sections 327, 328, 329, 330 or 331 of the Bankruptcy Code in
8 regard thereto.

9 b. All accrued and unpaid fees and expenses incurred
10 before or after the Petition Date which are payable on account of
11 services rendered to the DIP Agent or DIP Lenders, or any of
12 their respective affiliates, with regard to the negotiation,
13 documentation and implementation of the DIP Documents or their
14 participation in, or enforcement of rights in regard to, the DIP
15 Facility, or pertaining to the Cases ("**DIP Agent Fees and**
16 **Expenses**"), including the reasonable fees and disbursements of
17 counsel, financial advisors and other consultants for the DIP
18 Agent and DIP Lenders, or any of their respective affiliates,
19 shall be due and payable on the Maturity Date.

20 14. *Effectiveness of DIP Documents.* Upon entry of this
21 Interim DIP Order (the "**Effective Date**") the DIP Documents shall
22 constitute valid and binding obligations of Debtors, enforceable
23 against Debtors in accordance with their respective terms and the
24 terms of this Interim DIP Order for all purposes during the
25 Cases, any subsequently converted cases of Debtors under Chapter
26 7 of the Bankruptcy Code or after the dismissal of the Cases. No
27 obligation, DIP Obligation, payment, transfer or grant of
28 security under the DIP Documents, or this Interim DIP Order shall

1 be stayed, restrained, voidable, avoidable or recoverable under
2 the Bankruptcy Code or under any applicable law (including
3 without limitation, under sections 502(d), 548 or 549 of the
4 Bankruptcy Code or under any applicable state Uniform Fraudulent
5 Transfer Act, Uniform Fraudulent Conveyance Act or similar
6 statute or common law), or subject to any defense, reduction,
7 setoff, recoupment or counterclaim.

8 15. *Conditions Precedent to Interim DIP Advances and DIP*
9 *Loan.* Interim DIP Advances under this Interim DIP Order and
10 advances under the DIP Loan under the Final DIP Order are
11 conditioned on the satisfaction of all of the conditions
12 precedent described in the DIP Documents and the following:

13 a. Due service of the Motion on required parties in
14 form acceptable to the DIP Agent in its sole and absolute
15 discretion.

16 b. Entry of this Interim DIP Order and approval for
17 the Interim DIP Advances in form acceptable to the DIP Agent in
18 sole and absolute discretion, including scheduling of hearing on
19 Final DIP Order on or before August 2, 2013, in form acceptable
20 to the DIP Agent in its sole and absolute discretion.

21 c. DIP Agent shall have received executed originals
22 of the DIP Documents and the Ancillary Agreements and the credit
23 facility evidenced thereby.

24 d. Control agreements executed in favor of the DIP
25 Agent over all bank accounts.

26 e. Satisfactory business due diligence review by the
27 DIP Agent and DIP Lenders of Debtors and the Budget, cash flow
28 projections and operating plan and other relevant information.

1 f. Continued engagement at all times of Executive
2 Sounding Board Associates Inc. as CRO, pursuant to the Debtors'
3 pre-petition agreement therewith, subject to subsequent approval
4 in these cases as a post-petition professional on terms
5 acceptable to DIP Agent in its sole discretion.

6 g. The DIP Agent shall have received and been
7 satisfied with all orders entered by the Bankruptcy Court.

8 16. *Conditions Precedent to Final DIP Facility.* Conditions
9 precedents shall include those set forth in the DIP Documents and
10 the following:

11 a. No Event of Default has occurred under this
12 Interim DIP Order or the DIP Documents, and no event or condition
13 that with notice or the lapse of time, or both, would constitute
14 an Event of Default, has occurred and is continuing under this
15 Interim DIP Order or the DIP Documents.

16 b. The Bankruptcy Court shall have entered the Final
17 DIP Order in form acceptable to DIP Agent in its sole and
18 absolute discretion, certified by the Clerk of the Bankruptcy
19 Court as having been duly entered, and the Final DIP Order shall
20 be in full force and effect and shall not have been vacated,
21 reversed, modified, amended or stayed without the prior written
22 consent of the DIP Agent.

23 c. The DIP Agent shall have received such additional
24 documents, information and materials as the DIP Agent may
25 reasonably request.

26 17. *DIP Liens.* As security for the DIP Obligations,
27 effective and perfected by and upon the date of entry of this
28 Interim DIP Order and without the necessity of the execution or
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1 recordation of filings by Debtors or DIP Agent, of security
2 agreements, pledge agreements, fixture filings, control
3 agreements, financing statements or other similar documents, or
4 the possession or control by the DIP Agent of, or over, any DIP
5 Collateral, the following security interests and liens are hereby
6 granted to the DIP Agent for its own benefit and on behalf of the
7 DIP Lenders on all tangible and intangible assets of Debtors,
8 whether now existing or hereafter arising, and whether or not
9 encumbered prior to the Petition Date, and the proceeds thereof
10 in every form received, including, but not limited to: (i) all
11 accounts, (ii) all inventories, (iii) all intangibles, (iv) all
12 other assets of Debtors including but not limited to intellectual
13 property of every nature, good will, contract rights, Commercial
14 Tort Claims, and equipment, and (v) any and all cash of Debtors
15 (whether maintained with the DIP Agent or otherwise),
16 (collectively, the "**DIP Collateral**"), *provided, however,* that DIP
17 Collateral shall not include (i) Debtors' claims and causes of
18 action under sections 502(d), 544, 545, 547, 548, 549, 550 and
19 553 of the Bankruptcy Code and any other avoidance actions under
20 the Bankruptcy Code (collectively, the "**Avoidance Actions**");
21 *provided, however,* (y) any Avoidance Actions against the DIP
22 Agent, DIP Lenders and Pre-Petition Lender and (z) any Avoidance
23 Actions against and recovery from the judgment creditor/garnishor
24 that received approximately \$35,000 of Borrower's property
25 subject to the Pre-Petition Lender's prior lien shall constitute
26 DIP Collateral (all such liens and security interests granted to
27 the DIP Agent pursuant to this Interim DIP Order and the DIP

28

1 Documents, the "**DIP Liens**"), with the following priorities, and
2 subject, in these Cases, to the Carve Out:

3 a. *Senior, Priming, First Priority Priming Lien on*
4 *Substantially All Assets.* Except as provided in subparagraph (b)
5 below, pursuant to section 364(d) of the Bankruptcy Code, DIP
6 Agent is granted a valid, binding, continuing, enforceable,
7 fully-perfected, senior and priming first priority senior
8 security interest in and lien upon all DIP Collateral, except
9 liens permitted under the Pre-Petition Lender's credit agreement,
10 which were on the Petition Date valid, unavoidable and perfected
11 pre-petition security interests ("**Permitted Liens**").

12 b. *Junior DIP Lien.* DIP Agent is granted a junior
13 lien pursuant to Section 11 U.S.C. § 364(c)(3) on all property of
14 Debtors; which was on the Petition Date subject to Permitted
15 Liens.

16 c. For avoidance of doubt, the DIP Agent consents to
17 a junior lien on DIP Collateral to be granted in favor of the
18 Pre-Petition Lender and other pre-petition lenders holding such
19 claims as adequate protection replacement liens.

20 18. *Superpriority Claims.* Subject to the Carve Out, and,
21 notwithstanding anything that may be contained herein to the
22 contrary, solely to the extent necessary to satisfy any
23 deficiency that may remain after resort to any DIP Collateral
24 that may be available to satisfy their DIP Obligations, pursuant
25 to section 364(c)(1) of the Bankruptcy Code, all of the DIP
26 Obligations shall constitute allowed senior administrative
27 expense claims against Debtors, jointly and severally, with
28 priority over any and all unpaid administrative expenses,

1 diminution claims and all other claims against Debtors, now
2 existing or hereafter arising, of any kind whatsoever (the
3 "**Superpriority Claims**"), including, without limitation, all other
4 unpaid administrative expenses of the kind specified in sections
5 503(b) and 507(b) of the Bankruptcy Code, and over any and all
6 administrative expenses or other claims arising under sections
7 105, 326, 328, 330, 331, 503(b), 506(c), 507(a), 507(b), 546,
8 726, 1113 or 1114 of the Bankruptcy Code, and shall at all times
9 be senior to the rights of Debtors, any successor trustee or any
10 creditor, in these Cases or any subsequent proceedings under the
11 Bankruptcy Code, whether or not such expenses or claims may
12 become secured by a judgment lien or other non-consensual lien,
13 levy or attachment, which allowed claims shall be payable from
14 and have recourse to all DIP Collateral. The Superpriority
15 Claims granted hereunder shall also have recourse to any and all
16 proceeds or property in respect of (i) any and all proceeds of
17 Avoidance Actions (the "**Avoidance Action Proceeds**") whether or
18 not such proceeds or property is recovered from a judgment,
19 settlement or otherwise, and in (ii) the Debtors' rights, choses
20 in action, or claims of any kind whatsoever, choate or inchoate,
21 present or residual, which for any reason cannot be made subject
22 to the DIP Lien ("**Unencumbered Assets**"). Prior to payment in full
23 of the DIP Obligations, Debtors agree that they will not sell,
24 pledge, hypothecate or otherwise encumber any Avoidance Action
25 Proceeds or Unencumbered Assets.

26 19. Meserole, LLC, in such capacity, the Pre-Petition
27 Lender, and Colorep, as borrower and its wholly-owned
28 subsidiaries, as guarantors, are parties to that certain Amended
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1 and Restated Loan and Security Agreement dated as of August, 2011
2 (as the same may have been amended, modified or restated from
3 time to time, the "**Pre-Petition Credit Agreement**") pursuant to
4 which the Pre-Petition Lender agreed to lend on a revolving basis
5 up to the principal sum of \$25 million under the terms and
6 conditions set forth therein. As of the Petition Date, Colorep
7 was indebted to the Pre-Petition Lender in an amount not less
8 than \$19 million. The Pre-Petition Lender asserts valid,
9 enforceable, unavoidable, perfected, first priority liens on and
10 security interests in substantially all assets of Colorep, now
11 owned and after acquired, and the proceeds thereof, as further
12 detailed in the Pre-Petition Credit Agreement ("**Pre-Petition**
13 **Liens**" and "**Pre-Petition Collateral**", as applicable). The cash
14 proceeds of the Pre-Petition Collateral constitute cash
15 collateral, as defined by section 363(a) of the Bankruptcy Code
16 ("**Cash Collateral**"), in which the Pre-Petition Lender asserts an
17 interest. Any challenge to the perfection of the Pre-Petition
18 Liens on the Pre-Petition Collateral, whether by complaint,
19 motion or other action, and whether by the Debtor or any
20 Committee, shall be commenced not later than 60 days' after the
21 Effective Date of this Order, or all such challenges shall be
22 deemed waived and the Pre-Petition Liens shall be deemed
23 perfected.

24 20. The Pre-Petition Lender consents to the Debtors use of
25 Cash Collateral under the terms and conditions set forth in this
26 Interim DIP Order prior to the Termination Date and subject to
27 the Budget, and in consideration for the adequate protection to
28 be provided by the Debtors, as follows:

1 (i) The Pre-Petition Lender is hereby granted a replacement
2 lien ("**Adequate Protection Lien**") on the DIP Collateral to
3 the extent of any diminution in value of the Pre-Petition
4 Lender's interest in the Pre-Petition Collateral resulting
5 from the priming of the Pre-Petition Liens by the DIP Liens,
6 Debtors' use of Cash Collateral or the imposition of the
7 stay, which Adequate Protection Lien shall have priority
8 junior to the Carve Out, Permitted Liens, and DIP Liens;

9 (ii) The Pre-Petition Lender is hereby granted a super-
10 priority administrative claim ("**Adequate Protection Claim**")
11 to the extent of any diminution in value of the Pre-Petition
12 Lender's interest in the Pre-Petition Collateral resulting
13 from the priming of the Pre-Petition Liens by the DIP Liens,
14 the Debtors' use of Cash Collateral or the imposition of the
15 stay, which Adequate Protection Claim shall have priority
16 over all other administrative claims, except it shall be
17 subject to the Carve Out and Super-Priority Claim granted to
18 the DIP Agent;

19 (iii) The Debtors shall provide to the Pre-Petition Agent
20 each report required to be provided to the DIP Agent under
21 the DIP Documents and this Interim DIP Order;

22 (iv) Each event giving rise to the Maturity Date shall
23 constitute a terminating event with respect to the Debtors'
24 use of Cash Collateral; and

25 (v) Each event or omission giving rise to an Event of
26 Default shall constitute an Event of Default with respect to
27 the Debtors' use of Cash Collateral and the Pre-Petition
28 Lender shall be afforded the same rights and remedies

1 granted to the DIP Agent; provided, however, that the Pre-
2 Petition Lender shall first provide 10 Business Days'
3 advance notice to the DIP Agent before commencing to
4 exercise any right or remedy upon an Event of Default and
5 only in the event the DIP Agent does not commence to take
6 any action may the Pre-Petition Agent commence to exercise
7 any right or remedy.

8 21. *Carve Out*. For purposes hereof, "**Carve Out**" shall mean
9 the liens on and security interests in the Pre-Petition
10 Collateral and DIP Collateral and the superiority administrative
11 expense claims shall be subordinate to the "Carve Out" or "Carve-
12 Out Expenses": (a) statutory fees payable to the United States
13 Trustee pursuant to 28 U.S.C. § 1930(a)(6); (b) fees payable to
14 the clerk of the Court or any agent thereof; (c) an amount equal
15 to the lesser of (x) the reasonable and Budgeted professional
16 fees and expenses actually incurred in the Chapter 11 cases by
17 any professionals retained under section 327, 363, or 1103(a) of
18 the Bankruptcy Code (the "Permitted Professional Fees") prior to
19 the occurrence of a Carve-Out Event, whenever allowed by the
20 Court, and (y) \$250,000, for payment of Permitted Professional
21 Fees incurred prior to the occurrence of a Carve-Out Event, to
22 the extent allowed by this Court, of which \$125,000 shall be
23 disbursed directly to Stutman, Treister & Glatt, P.C ("STG"),
24 Borrower's bankruptcy counsel, as an initial Interim Advance upon
25 entry of the Interim DIP Order, to be applied to STG post
26 petition fees and expenses in accordance with applicable rules
27 governing payment of professional fees; and (d) after the
28 occurrence of a Carve-Out Event, an amount equal to the lesser of

1 (x) the Permitted Professional Fees incurred following the
2 occurrence of a Carve-Out Event, whenever allowed by the Court,
3 and (y) \$25,000, for payment of Permitted Professional Fees
4 incurred after the occurrence of a Carve-Out Event, to the extent
5 allowed by this Court. Any payment of Permitted Professional
6 Fees, other than the application of pre-petition retainers held
7 by any such professional, shall reduce the DIP Agent's and DIP
8 Lenders' DIP Facility commitment and the Carve-Out Expenses
9 dollar for dollar. Upon the first day on which the DIP Agent is
10 entitled to exercise remedies under the Interim DIP Order and
11 Final DIP Order (the "Carve-Out Event") and provides written
12 notice thereof to Borrower (the "Carve-Out Event Notice"), the
13 right of the Borrower to pay Permitted Professional Fees, other
14 than pursuant to clause (d) above outside the Carve-Out shall
15 terminate. Upon the entry of the Final DIP Order the DIP Agent
16 shall fund a reserve in the amount of the Permitted Professional
17 Fees, which shall satisfy the DIP Agent's and DIP Lenders'
18 obligation for Permitted Professional Fees under the Carve Out.
19 For the purpose of clarity, the Carve Out shall be reduced dollar
20 for dollar by amounts paid to Professional Persons or on account
21 of Court and UST Fees by Debtors. The Carve Out shall not be
22 reduced by retainers received by Professional Persons prior to
23 the Petition Date.

24 22. *Limitation on Charging Expenses Against Pre-Petition*
25 *Collateral and DIP Collateral.* Effective upon the entry of the
26 Final DIP Order, except to the extent of the Carve Out, no
27 expenses of administration of these Cases or any future
28 proceeding that may result from these Cases, including

1 liquidation in bankruptcy or other proceedings under the
2 Bankruptcy Code, may be charged against or recovered from the
3 Pre-Petition Lender, Pre-Petition Collateral, DIP Agent, DIP
4 Lenders or DIP Collateral under sections 105, 506(c) and 552(b)
5 of the Bankruptcy Code or any similar principle of law, without
6 the prior written consent respectively of the Pre-Petition
7 Lender, the DIP Agent and DIP Lenders, and no consent of the Pre-
8 Petition Lender, the DIP Agent or any DIP Lender may be implied
9 from any other action, inaction, or acquiescence by them,
10 *provided however*, that DIP Agent shall be deemed to have
11 consented to the payment in the ordinary course of business of
12 operating expenses, professional expenses and other costs as
13 provided for in the approved Budget; and *provided further*
14 *however*, that no expenses of administration of these Cases or any
15 future proceeding that may result from these Cases, including
16 liquidation in bankruptcy or other proceedings under the
17 Bankruptcy Code, incurred or accrued during the period under this
18 Interim DIP Order may be charged against or recovered from the
19 Pre-Petition Lender, Pre-Petition Collateral, DIP Agent, DIP
20 Lenders or DIP Collateral under sections 105, 506(c) and 552(b)
21 of the Bankruptcy Code or any similar principle of law, without
22 the prior written consent respectively of the Pre-Petition
23 Lender, the DIP Agent and DIP Lenders in the event the Budget
24 proves inadequate. Except on the terms as provided in this
25 Interim DIP Order, Debtors are enjoined and prohibited from (i)
26 using the Cash Collateral or Interim DIP Advances; (ii) using the
27 DIP Collateral; (iii) applying to any court for an order
28 authorizing the use of the Cash Collateral or DIP Collateral or

1 Unencumbered Assets as collateral for debtors in possession
2 financing other than the DIP Facility under the DIP Documents.

3 23. *Perfection of DIP Liens.*

4 a. The DIP Liens granted under this Interim DIP Order
5 shall constitute valid and duly perfected security interests and
6 liens, and the DIP Agent is hereby not required to file or record
7 any Notice Filings which otherwise may be required under federal
8 or state law in any jurisdiction, or take any action, including
9 taking possession, to validate and perfect such DIP Liens and
10 such DIP Liens shall be deemed valid, perfected, allowed,
11 enforceable, non-avoidable and not subject to challenge, dispute
12 or subordination.

13 b. The DIP Agent is hereby authorized, but not
14 required, to file or record any one or more financing statements,
15 trademark filings, copyright filings, patent assignments, real
16 estate mortgages, fixture filings, deeds of trust, notices of
17 lien or similar instruments (collectively, "**Notice Filings**") in
18 any jurisdiction, or take possession of or control over, or take
19 any other action in order to further validate and perfect the
20 perfected DIP Liens granted to the DIP Agent hereunder. The
21 failure of Debtors to execute any documentation relating to the
22 enforceability, priority or perfection of the DIP Liens shall in
23 no way affect the validity, perfection or priority of the DIP
24 Liens.

25 c. If the DIP Agent, in its sole discretion, elects
26 to file any Notice Filings or otherwise to confirm perfection of
27 such DIP Liens, Debtors shall cooperate with and assist in such
28 process, the stay imposed under section 362 of the Bankruptcy

1 Code is hereby lifted to permit the filing and recording of a
2 certified copy of this Interim DIP Order or the Final DIP Order
3 or any such Notice Filings, and all such documents shall be
4 deemed to have been filed and recorded at the time of and on the
5 Petition Date. Any error, omission or other defect in any such
6 filing shall not affect the validity, enforceability, priority or
7 perfection of any DIP Lien granted under this Interim DIP Order.

8 d. A certified copy of this Interim DIP Order may, in
9 the discretion of the DIP Agent, be filed with or recorded in
10 filing or recording offices in addition to or in lieu of such
11 Notice Filings, and all filing offices are hereby authorized and
12 directed to accept such certified copy of this Interim DIP Order
13 or the Final DIP Order for filing and recording.

14 24. *Events of Default*. In addition to the Events of Default
15 under the DIP Documents and Pre-Petition Credit Agreement, which
16 are incorporated herein and constitute events of default
17 hereunder, the following shall constitute events of default
18 (each, an "**Event of Default**") under this Interim DIP Order:

19 a. If Debtors fail timely to file a motion seeking
20 approval of the Sale Transaction and related bidding procedures,
21 terminate the sale process or fail to meet dates in the
22 Procedures Order.

23 b. If the Cases are dismissed or converted to Chapter
24 7 cases; or if a Chapter 11 trustee, a responsible officer, or an
25 examiner with enlarged powers relating to the operation of the
26 business of Debtors (powers beyond those established in section
27 1106(a)(3) and (4) of the Bankruptcy Code) is appointed in the
28 Cases.

1 c. The Bankruptcy Court enters an order granting
2 relief from the automatic stay to the holder or holders of a
3 security interest to permit foreclosure (or the granting of a
4 deed in lieu of foreclosure or the like) on any material assets
5 of Debtors which have an aggregate value in excess of \$10,000.

6 d. An order is entered reversing, amending,
7 supplementing, suspending or staying this Interim DIP Order or
8 the Final DIP Order.

9 e. If Debtors create, incur or cause to exist any
10 postpetition liens or security interests, other than those
11 granted pursuant to this Interim DIP Order and Final DIP Order or
12 to which the DIP Agent has not consented in writing, which
13 exceeds \$25,000 individually or in the aggregate,

14 f. Any judgment in excess of \$10,000 as to any post-
15 petition date obligation not covered by insurance is rendered
16 against Debtors and the enforcement of the judgment against the
17 Debtors' estates has not been stayed.

18 g. Debtors (or any of their successors or assigns or
19 other person on behalf of the entities) file a motion or
20 application or adversary proceeding challenging the validity,
21 enforceability, perfection or priority of any claim or lien
22 securing or pertaining to the Pre-Petition Loan or DIP Loan.

23 h. Debtors have not consummated the Sale by the
24 sixtieth day following the Petition Date.

25 i. A plan is confirmed in the Cases that does not
26 provide for termination of the DIP Loan and payment in full in
27 cash of outstanding DIP Obligations (on the effective date of a
28 plan of reorganization or liquidation) unless DIP Agent consents

1 to confirmation of such plan providing for an alternative
2 treatment of the DIP Loan, or any order is entered that dismisses
3 the Cases and which order does not provide for such termination
4 and payment, or Debtors seek support or fail to contest the
5 filing or confirmation of a plan or the entry of an order that
6 does not provide for full and immediate payment and satisfaction
7 of the DIP Obligations.

8 j. The filing of a motion, pleading, or proceeding by
9 Debtors, or any of their affiliates, that could reasonably be
10 expected to result in any impairment of the rights or interests
11 of the DIP Agent or DIP Lenders or a determination by a court
12 with respect to a motion, pleading or proceeding brought by
13 another party that results in any impairment of the rights,
14 claims and DIP Liens relating to the DIP Loan and any DIP
15 Obligations.

16 k. Any other superpriority administrative expense
17 claim or lien (other than the Carve Out) which is *pari passu* with
18 or senior to the Superpriority Claims or DIP Liens of the DIP
19 Agent is granted in the Case, provided, however, for avoidance of
20 doubt, payment of operating expenses in the ordinary course of
21 business pursuant to the DIP Budget is permitted.

22 l. Failure to obtain Final DIP Order approving the
23 DIP Facility on or before August 2, 2013.

24 m. Any failure of Debtors' actual performance to meet
25 the requirement of the DIP Budget subject to a variance on each
26 line item not in excess of 10% per line item and in the aggregate
27 in any week ("**Variance**").

28 n. Failure of Debtors to satisfy in a timely fashion
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1 any of the Reporting Requirements of this Interim DIP Order.

2 o. Debtors default in the due and punctual payment of
3 any payment, fee or expense owing to DIP Agent pursuant to any of
4 the DIP Documents, when and as the same shall become due and
5 payable, whether at the Maturity Date, by acceleration or
6 otherwise.

7 p. Any material provision of the DIP Documents shall
8 at any time fail for any reason to be in full force and effect,
9 or the DIP Facility shall terminate, be terminated or become void
10 or unenforceable by the DIP Agent for any reason whatsoever
11 without the prior written consent of DIP Agent.

12 q. The DIP Documents and the Interim DIP Order and
13 Final DIP Order shall, for any reason, cease to create valid DIP
14 Liens on any of the DIP Collateral purported to be covered
15 thereby or such DIP Lien shall cease to be a perfected lien
16 having the priority provided herein pursuant to Section 364 of
17 the Bankruptcy Code against Debtors and their estates, or
18 Debtors, or any other party in interest purporting to act on
19 behalf of the estates shall so allege in any pleading filed in
20 any court.

21 r. Debtors shall default in the performance or
22 observance of any material covenant, agreement or provision
23 contained in any DIP Document or in any other instrument or
24 document evidencing or creating any obligation, guaranty or lien
25 in favor of DIP Lender in connection with or pursuant to the DIP
26 Documents.

27 s. Any representation or warranty made or deemed made
28 by the Debtors under or in connection with this Interim DIP

1 Order, DIP Document or any information or report delivered by the
2 Debtors pursuant to this Interim DIP Order or any DIP Document
3 shall prove to have been incorrect or untrue in any material
4 respect when made or deemed made or delivered.

5 t. The Debtors enter into any transaction or
6 agreement that could reasonably be expected to result in a change
7 of control that is to become effective prior to payment in full
8 of the DIP Obligations; or a change of control shall have
9 occurred prior to payment in full of the DIP Obligations.

10 u. Debtors are enjoined, restrained or in any way
11 prevented by the order of any court or any Governmental Entity
12 from conducting all or any material part of its business for more
13 than 5 days.

14 25. *Protection of the DIP Agent's Rights.*

15 a. *Remedies on Termination Date.* Subject to the
16 following provisions of this paragraph, on and after the Maturity
17 Date, the DIP Agent for itself and for the benefit of the DIP
18 Lenders shall have the exclusive right to exercise all rights and
19 remedies under the DIP Documents as provided below, including in
20 respect of exercising all rights and remedies to dispose of the
21 DIP Collateral, in such commercially reasonable manner, including
22 the sale of the DIP Collateral as a going concern under the
23 supervision of the Bankruptcy Court, as the DIP Agent may
24 determine to effect the repayment of the DIP Obligations with the
25 proceeds of such dispositions. After the occurrence and during
26 the continuance of an Event of Default that has not either (i)
27 been waived by the DIP Agent or (ii) subject an order granting
28 the DIP Agent relief from the automatic stay as set forth in

1 subparagraph c. below, the DIP Agent may undertake the following
2 remedies:

3 b. *Remedies Available Without Notice Or Further Court*
4 *Approval.* On the Maturity Date, without further Order of the
5 Court, the automatic stay of Section 362(a) of the Bankruptcy
6 Code having been hereby lifted for such purposes (i) DIP Agent's
7 and DIP Lenders' commitments shall automatically terminate and
8 Debtors' right to obtain Interim DIP Advances on the terms and
9 conditions set forth in the DIP Documents and in this DIP Order
10 shall terminate automatically, (ii) the unpaid balance of the DIP
11 Obligations (and any unpaid and accrued interest) shall
12 automatically be accelerated and become immediately due and
13 payable, and (iii) the DIP Agent may instruct any depository bank
14 holding any bank account of the Debtors that is subject to a
15 control agreement entered into either before or after the
16 commencement of this case in favor of DIP Agent or Meserole, as
17 appropriate, that all funds in that account shall be frozen until
18 DIP Agent consents to disbursement thereof; *provided, however,*
19 that the DIP Agent shall permit disbursement of funds to cover
20 outstanding checks issued to pay expenses incurred consistent
21 with the Budget.

22 c. *Stipulation to Shortened Time.* Except for the
23 actions authorized to be taken by the DIP Agent without notice or
24 further Court order under the prior subparagraph, upon the
25 occurrence of any Event of Default under this Interim DIP Order
26 or under the DIP Documents, the Debtors hereby stipulate and
27 agree that any motion for relief from stay by DIP Agent may be on
28 not less than 7 calendar days' notice, with notice to the United

1 States Trustee and any official, statutory committee hereafter
2 appointed in the Cases (each, a "Committee"). DIP Agent may seek
3 relief to exercise all of its rights and remedies against the DIP
4 Collateral by foreclosure, collection, suit, receivership or
5 otherwise pursuant to the DIP Documents and applicable law.
6 Following notice of an Event of Default. If no objection is
7 filed by Debtors, the United States Trustee or any Committee by 3
8 days prior to the hearing on DIP Agent's motion for relief from
9 stay, then such failure shall be deemed a consent by the Debtors
10 to the relief requested and DIP Agent shall be authorized to
11 submit a declaration of non-opposition to its Motion for Relief
12 From Stay and obtain an order pursuant to such motion and
13 declaration and Debtors shall have no further remedy or recourse
14 with regard to the DIP Collateral, including but not limited to
15 no right to request use of Cash Collateral or DIP Collateral.
16 Debtors and the Committee shall not have the right to seek
17 relief, including, without limitation, under section 105 of the
18 Bankruptcy Code, to the extent such relief would in any way
19 impair or restrict the rights and remedies of the DIP Agent set
20 forth in this Interim DIP Order or the DIP Documents. The delay
21 or failure of the DIP Agent to seek relief or otherwise exercise
22 or enforce its rights and remedies under this Interim DIP Order
23 or the DIP Documents shall not constitute a waiver of the DIP
24 Agent's rights or remedies.

25 d. *Limitations On Marshaling.* In no event shall the
26 DIP Agent be subject to the equitable doctrine of "marshaling" or
27 any similar doctrine with respect to the DIP Collateral.

28

1 26. *Preservation of Rights Granted Under this Interim DIP*
2 *Order.*

3 a. No claim or lien having a priority superior to or
4 *pari passu* with those granted by this Interim DIP Order to the
5 DIP Agent in respect to the DIP Collateral shall be granted or
6 allowed while any portion of the DIP Obligations remains
7 outstanding. Subsequent to the Petition Date, Debtors shall not
8 grant to any party or suffer any liens senior to the DIP Agent
9 and DIP Liens, except with the DIP Agent's prior written consent.
10 The DIP Liens shall not be subject or subordinate to (i) any lien
11 or security interest that is avoided and preserved for the
12 benefit of Debtors and their estates under section 551 of the
13 Bankruptcy Code, (ii) any liens arising after the Petition Date
14 including, without limitation, any liens or security interests
15 granted in favor of any federal, state, municipal or other
16 governmental unit, commission, board or court for any tax
17 liability of Debtors, whether secured or unsecured, including
18 property taxes for which liability is in rem, in personam, or
19 both, except a tax of a kind specified in section 507(a)(8) of
20 the Bankruptcy Code, (iii) any intercompany or affiliate liens of
21 Debtors or (iv) subordinated to or made *pari passu* with any other
22 lien or security interest under sections 363 or 364 of the
23 Bankruptcy Code or otherwise.

24 b. Unless all DIP Obligations shall have been
25 indefeasibly paid in full and all DIP Facility commitments
26 terminated, Debtors shall not seek (i) any order modifying or
27 extending this Interim DIP Order without the prior written
28 consent of the DIP Agent, and no such consent shall be implied by

1 any other action, inaction or acquiescence of the DIP Agent, (ii)
2 any order modifying or extending this Interim DIP Order or
3 adversely affecting the rights, priorities and liens provided
4 herein without the prior written consent of the DIP Agent or
5 (iii) an order converting or dismissing the Cases. If an order
6 dismissing the Cases under section 1112 of the Bankruptcy Code or
7 otherwise is at any time entered, such order shall provide (in
8 accordance with sections 105 and 349 of the Bankruptcy Code) that
9 (x) the DIP Liens and the Superpriority Claims in favor of the
10 DIP Agent pursuant to this Interim DIP Order shall continue in
11 full force and effect and shall maintain their priorities as
12 provided in this Interim DIP Order until all DIP Obligations
13 shall have been indefeasibly paid in cash and satisfied in full
14 and the DIP Obligations shall have been terminated and that such
15 Superpriority Claims and the DIP Liens remain binding on all
16 parties in interest, and (y) this Court shall retain
17 jurisdiction, notwithstanding such dismissal, for the purposes of
18 enforcing the Superpriority Claims and the DIP Liens to the
19 fullest extent authorized by statute and applicable law.

20 c. If any or all of the provisions of this Interim
21 DIP Order are hereafter reversed, modified, vacated or stayed,
22 such reversal, modification, vacatur or stay shall not affect (i)
23 the validity, priority or enforceability of any DIP Obligations
24 incurred prior to the actual receipt of written notice by the DIP
25 Agent, as applicable, of the effective date of such reversal,
26 modification, vacatur or stay or (ii) the validity or
27 enforceability of the DIP Liens or the Superpriority Claims
28 authorized or created hereby with respect to any DIP Obligations.

1 Notwithstanding any such reversal, modification, vacatur or stay,
2 any DIP Obligations incurred by Debtors to the DIP Agent prior to
3 the actual receipt of written notice by the DIP Agent of the
4 effective date of such reversal, modification, vacatur or stay
5 shall be governed in all respects by the original provisions of
6 this Interim DIP Order, as applicable, and the DIP Agent shall be
7 entitled to all the rights, remedies, privileges and benefits
8 granted in sections 363(m) and 364(e) of the Bankruptcy Code and
9 this Interim DIP Order with respect to all DIP Obligations.

10 d. Except as expressly provided in this Interim DIP
11 Order or the DIP Documents, the DIP Liens, the Superpriority
12 Claims, and the DIP Obligations, and all other rights and
13 remedies of the DIP Agent granted by the provisions of this
14 Interim DIP Order shall survive, and shall not be modified,
15 impaired or discharged by (i) the entry of an order converting
16 the Cases to a case under chapter 7, dismissing the Cases,
17 terminating the joint administration of the Cases or by any other
18 act or omission or (ii) the entry of an order confirming a plan
19 of reorganization in the Cases and, pursuant to section
20 1141(d)(4) of the Bankruptcy Code, Debtors having hereby waived
21 any discharge of any remaining DIP Obligations. The terms and
22 provisions of this Interim DIP Order shall continue in these
23 Cases, in any successor Cases if these Cases cease to be jointly
24 administered, or in any superseding chapter 7 Case under the
25 Bankruptcy Code, and the DIP Liens, the Superpriority Claims, the
26 DIP Obligations, and all other rights and remedies of the DIP
27 Agent granted by the provisions of this Interim DIP Order shall
28 continue in full force and effect until the DIP Obligations are

1 indefeasibly paid in full.

2 27. *Limitation on Use of the Interim DIP Advances.* Debtors
3 have waived any and all claims and causes of action against the
4 DIP Agent and DIP Lenders and their respective agents,
5 affiliates, subsidiaries, directors, officers, representatives,
6 attorneys or advisors, directly related to the DIP Facility and
7 this Interim DIP Order or the negotiation of the terms thereof.
8 Notwithstanding anything herein or in any other order by this
9 Court to the contrary, no borrowings under the DIP Facility or
10 proceeds of the DIP Collateral or the Carve Out may be used for
11 any of the following without the prior written consent of each
12 affected party: (a) to object, contest or raise any defense to,
13 the validity, perfection, priority, extent or enforceability of
14 any amount due under the this Interim DIP Order, the DIP
15 Facility, or the DIP Liens or Superpriority Claims granted under
16 this Interim DIP Order or the DIP Documents or the Pre-Petition
17 Credit Agreement and Pre-Petition Lender, (b) to assert any
18 claims or defenses or causes of action against the DIP Agent and
19 DIP Lenders or their respective agents, affiliates, subsidiaries,
20 directors, officers, representatives, attorneys or advisors, (c)
21 to prevent, hinder or otherwise delay the DIP Agent's assertion,
22 enforcement or realization on the DIP Collateral in accordance
23 with the DIP Documents or this Interim DIP Order, (d) to seek or
24 to modify any of the rights granted to the DIP Agent hereunder,
25 under this Interim DIP Order or under the DIP Documents, or (e)
26 to pay any amount on account of any claims arising before the
27 Petition Date unless such payments are approved by an order of
28 this Court and consented to by the DIP Agent.

1 28. *Interim DIP Order Governs.* To the fullest extent
2 permissible under the Bankruptcy Code and existing law, the
3 provisions of this Interim DIP Order, including all findings, are
4 binding on all parties in interest in these Cases, including the
5 DIP Agent and the Committee, and Debtors and their respective
6 successors and assigns (including any Chapter 7 or Chapter 11
7 trustee subsequently appointed or elected for the bankruptcy
8 estate of any Debtor) and inures to the benefit of the DIP Agent
9 and DIP Lenders and Debtors and their respective successors and
10 assigns; provided that the DIP Agent and DIP Lenders have no
11 obligation to extend any financing to any Chapter 7 trustee or
12 similar responsible person appointed for the bankruptcy estates
13 of Debtors. To the extent that there is a conflict among the
14 Motion, the DIP Documents and this Interim DIP Order, this
15 Interim DIP Order will govern and control.

18 29. *Depository Bank Compliance.* All depository banks and
19 blocked account banks shall comply, for the benefit of DIP Agent,
20 with the terms and conditions of any blocked account agreement,
21 restricted account agreements, account control agreements, DDA
22 notifications, credit card notifications, or other similar
23 documents received or furnished in connection with the DIP
24 Documents or Pre-Petition Credit Agreement.

26 30. *No Waiver.* DIP Agent's failure to seek relief or
27 otherwise exercise any of its rights and remedies under the DIP
28

1 Documents or this Interim DIP Order shall not constitute a waiver
2 of any of DIP Agent's rights hereunder, thereunder, or otherwise.

3
4 31. *No Third Party Beneficiary.* Except as provided herein,
5 this Interim DIP Order does not create any rights for the benefit
6 of any third party, creditor, or any direct, indirect, or
7 incidental beneficiary. The provisions of this Interim DIP Order
8 shall inure to the benefit of, and be binding upon, the Debtors,
9 or any representative of the Debtors' estates, DIP Agent, DIP
10 Lenders, Pre-Petition Lender, and any assignee or successor to
11 any of the foregoing, including any trustee thereafter appointed
12 in these Cases, and shall also be binding upon all creditors of
13 the Debtors, the Debtors' estates, and other parties in interest.

14 32. *No Control.* In determining to make any loan under DIP
15 Facility, the DIP Documents or this Interim DIP Order, in
16 approving an proposed budget or granting or withholding consent
17 or approval, or in exercising any rights or remedies as and when
18 permitted pursuant to the DIP Documents or this Interim DIP
19 Order, DIP Agent and DIP Lenders shall not be deemed to be in
20 control of the operations of the Debtors or to be acting as a
21 "responsible person" or "owner or Operator" with respect to DIP
22 Agent's or DIP Lenders' role, if any, as a mortgagee in
23 possession, or on account of the operation or management of the
24 Debtors (as such terms, or any similar terms, are used in the
25 United States Comprehensive Environmental Response, Compensation
26 and Liability Act, 29 U.S.C. § 9601 et seq., as amended, or any
27 similar federal or state statute).

1 33. *Headings*. Sections headings used herein are for
2 convenience only and are not to affect the construction of or to
3 be taken into consideration in interpreting this Interim DIP
4 Order.

5 34. *Waiver of any Applicable Stay*. Any applicable stay
6 (including, without limitation, under Bankruptcy Rule 6004(h)) is
7 hereby waived and shall not apply to this Interim DIP Order.

8 35. *Final Hearing*. The Final Hearing will be held on July
9 31, 2013 at 2:00 p.m. (prevailing Pacific time) before this Court
10 (the "**Final Hearing**").

11 36. *Notice Of Final Hearing And Final DIP Order*. Debtors
12 shall, within one (1) Business Day after the entry of this
13 Interim DIP Order, mail by overnight mail (i) a notice of the
14 Final Hearing and the objection deadlines set forth below (the
15 "**Final Hearing Notice**"), and (ii) copies of this Interim DIP
16 Order on (a) the United States Trustee; (b) the Twenty Largest
17 Unsecured Creditors as set forth in the list filed by Debtors
18 pursuant to Bankruptcy Rule 1007(d), (c) all parties in interest
19 on whom service is required by Debtors' order limiting notice
20 entered in these Cases and their counsel and (d) all other known
21 holders of liens on Debtors' assets, (e) counsel to the
22 Committee, if any has been appointed, (f) the California
23 Department of Justice, Attorney General's Office, and (g) the
24 other parties on whom the Court directed service on the record of
25 the Interim Hearing. Objections by any party in interest to this
26 Interim DIP Order shall be filed with this Court and served by
27 overnight mail or personal delivery to the parties listed below
28 at the addresses set forth below, no later than July 25, 2013 at

1 4:00 p.m. (prevailing Pacific time). At the Final Hearing, this
2 Court will consider the objections properly filed and served. Any
3 party in interest objecting to the relief sought at the Final
4 Hearing must serve a written objection on (i) Frank Pepler, DLA
5 Piper LLP (US), 550 South Hope Street, Suite 2300, Los Angeles, CA
6 90071-2678, and Stuart M. Brown, DLA Piper LLP (US), 919 Market
7 Street, Suite 1500, Wilmington, DE 19801, (ii) Gary Klausner,
8 Stutman, Treister & Glatt, 1901 Avenue of the Stars, 12th floor,
9 Los Angeles, CA 90067, and (iii) the Office of the United States
10 Trustee for the Central District of California, and file the
11 objection with the Clerk of the United States Bankruptcy Court
12 for the Central District of California at Edward R. Roybal
13 Federal Building and Courthouse, 255 E. Temple Street, Room 940
14 Los Angeles, CA 90012 or in the Electronic Court Filing (ECF)
15 system of the Bankruptcy Court for the Central District of
16 California, in each case to allow actual receipt by above-named
17 parties who are required to be served objections no later than
18 July 25, 2013 at 4:00 p.m. (prevailing Pacific time).

19 IT IS SO ORDERED.

20 Dated: July _____, 2013
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NOTICE OF ENTERED ORDER AND SERVICE LIST

Notice is given by the court that a judgment or order entitled:

ORDER EXTENDING THE DEADLINE TO FILE SCHEDULES

was entered on the date indicated as "Entered" on the first page of this judgment or order and will be served in the manner stated below:

1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF) - Pursuant to controlling General Orders and LBRs, the foregoing document was served on the following persons by the court via NEF and hyperlink to the judgment or order. As of July 16, 2013, the following persons are currently on the Electronic Mail Notice List for this bankruptcy case or adversary proceeding to receive NEF transmission at the email addresses stated below.

Service information continued on attached page

2. SERVED BY THE COURT VIA UNITED STATES MAIL: A copy of this notice and a true copy of this judgment or order was sent by United States mail, first class, postage prepaid, to the following persons and/or entities at the addresses indicated below:

Service information continued on attached page

3. TO BE SERVED BY THE LODGING PARTY: Within 72 hours after receipt of a copy of this judgment or order which bears an "Entered" stamp, the party lodging the judgment or order will serve a complete copy bearing an "Entered" stamp by United States mail, overnight mail, facsimile transmission or email and file a proof of service of the entered order on the following persons and/or entities at the addresses, facsimile transmission numbers, and/or email addresses stated below:

Service information continued on attached page

1 **1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**

2 Brian L Davidoff on behalf of Creditor Quercus Trust
3 b davidoff@greenbergglusker.com,
4 jreinglass@greenbergglusker.com;kwoodson@greenbergglusker.com;calendar@greenbe
rgglusker.com;sgaeta@greenbergglusker.com

5 Ron Maroko on behalf of U.S. Trustee United States Trustee (LA)
6 ron.maroko@usdoj.gov

7 Margreta M Morgulas on behalf of Debtor Colorep, Inc.
8 mmorgulas@stutman.com

9 Frank T Pepler on behalf of Creditor Meserole, LLC
10 frank.pepler@dlapiper.com

11 Danielle A Pham on behalf of Debtor Colorep, Inc.
12 dpham@stutman.com, daniellepham@gmail.com

13 United States Trustee (LA)
14 ustpreion16.la.ecf@usdoj.gov

15 **3. TO BE SERVED BY THE LODGING PARTY:**

| | |
|---------------------------------|----------------------------|
| 16 Debtor: | Office of the US Trustee |
| 17 Colorep, Inc. | Ron Maroko , Esq. |
| 18 c/o Law Offices of Joseph P. | 725 S Figueroa St Ste 2600 |
| 19 Bartlett | Los Angeles, CA 90017 |
| 20 1900 Avenue of the Stars | 213-894-4520 |
| 21 20th Floor | |

22 **Secured Lenders**

| | |
|---------------------------------|----------------------------|
| 23 Meserole, LLC | Counsel to Meserole LLC |
| 24 Attn: Ari Hirt | DLA Piper LLP (US) |
| 25 152 W 57th Street, 4th Floor | Attn: Stuart Brown |
| 26 New York, New York 10019 | 919 North Market Street |
| | Suite 1500 |
| | Wilminaton. Delaware 19801 |

27 **Parties Asserting a Secured Interest**

| | | |
|-----------------------------|-------------------------|--------------------|
| 28 Debs Corporation | BDG (Larry Levy) | Cheran Digital |
| 8F Honmachi Center Building | | Imaging & |
| 2-6-10 Honmachi | 177 Riverside Drive | Consulting |
| Chuo-ku | Newport Beach, CA 92663 | 798 Burnt Gin Road |
| Osaka 541-0053 | | Gaffney, South |
| JAPAN | | Carolina 29340 |

| | | | |
|----|---|---|--|
| 1 | Cheran Digital Imaging & Consulting 1506 Old Georgia Hwy Gaffney, SC 29341 | Counsel to Cheran Digital Imaging & Consulting Dillina W. Stickley Hoover Penrod PLC 342 South Main Street Harrisonburg, VA 22801 | Danzas Corporation t/a DHL Global Forwarding 433B Carlisle Drive, Herndon, VA 20170 |
| 2 | | | Counsel to Waste Management of Virginia |
| 3 | | | David H. Gougher PC 7834 Forest Hill Counsel to Vern & Mary Jane Michael LC |
| 4 | Counsel to Danzas Corporation David H. Gougher PC 7834 Forest Hill Avenue Richmond, VA 23225 | Waste Management of Virginia 3580 S. Main Street Harrisonburg, VA 22801 | David H. Gougher PC 7834 Forest Hill Counsel to Vern & Mary Jane Michael LC |
| 5 | | | Litten & Sipe Attn: Melisa G. Michelsen, Esq. Riddleberger Brothers |
| 6 | Fisher Textiles, Inc. 139 Business Park Drive Indian Trail, NC 28079 | Vern & Mary Jane Michael LC 8218 Port Republic Rd Port Republic, VA 24471-2654 | 6127 S. Valley Pike Mt. Crawford, VA 22841 |
| 7 | | | Summit Financial Resources 2455 East ParleysWay, Salt Lake City, UT 84109 |
| 8 | Roy Rolando 509 Wirt Avenue Elkton, VA 22827 | Counsel to Roy Rolando Roland Santos 52 E Market Street Harrisonburg, VA 22801 | Counsel for Quercus Trust Brian Davidoff, Esq. Greenberg Glusker, et al. |
| 9 | | | Anne Rand 392 Rutland Avenue Teaneck, NJ 07666 |
| 10 | Counsel to Riddelberg Brothers Lenhart Obenshain 100 10th Street NE Suite 300 Charlottesville, VA 22902 | Victoria Home Imp. LLC 3200 Honey Flower Ct Chesapeake, VA 23323-1952 | Sensient Imaging Technologies 777 East Wisconsin Avenue Milwaukee, WI 53202-5304 |
| 11 | | | Internal Revenue Service PO Box 145595 Cincinnati, OH 45250-5595 |
| 12 | Faunus Group International, Inc. 80 Broad Street, 22nd Floor New Yorkm NY 10004 | David Gelbaum, Trustee Quercus Trust 1835 Newport Blvd, A109 - PMB 467 Costa Mesa, CA 92627 | |
| 13 | | | |
| 14 | Dolly & Robert K. Raisler Foundation, Inc. 2600 Netherland Avenue, #520 Bronx, NY 10463 - 4857 | David Grzan 2680 Silver View Drive Orono, MN 55356 | |
| 15 | | | |
| 16 | Steven R. Jacobson 2600 Netherland Avenue, #520 Bronx, NY 10463 | Nicholas Kerman 25 Eaton Mews South London SWIW 9HR ENGLAND | |
| 17 | | | |
| 18 | Valley Industrial Trucks 1152 Meadowbrook Ave. Youngstown, OH 44512 | Valley Industrial Trucks (NMAC) 990 W 190th St Torrance, CA 90502-1014 | |
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| 1 | Kuehne & Nagel, Inc. | Counsel to Kuehne & Nagel, Inc. | Compressor Parts & |
| 2 | Stephen Savarese, Esq. | Halperin Battaglia Raicht, LLP | Repairs |
| 3 | 10 Exchange Place | Attn: Carrie E. Essenfeld | 8256 Rising Creek |
| 4 | Jersey City, NJ 07302 | 40 Wall Street, 37th Floor | Ln |
| 5 | | New York, NY 10005 | Broadway, VA |
| 6 | | | 22815 |
| 7 | Essex Temporary Service, Inc. | Dougherty Equipment | Geno's Coffee LLC |
| 8 | 1501 Broadway | 591 Belle Circle | 253 Bookerdale Rd |
| 9 | New York, NY 10036 | Harrisonburg, VA 22801 | Waynesboro, VA |
| 10 | | | 22980 |
| 11 | Pitney Bowes Credit Corp | SIK Associates | Stork Prints |
| 12 | 27 Waterview Dr | Kaufman Management Company, LLC | America |
| 13 | Shelton, CT 06484-4301 | Attn: Steven J. Kaufman | 3201 N 1-85 |
| 14 | | 450 Seventh Avenue | Charlotte, NC |
| 15 | | New York, New York 10123 | 28269 |
| 16 | Silvious, Peggy R. | Silvious, Peggy R. | Robert Fellows |
| 17 | 623 Gypsy Ln, | 995 Floyd Cir, Mc | 1176 Portland Dr |
| 18 | Elkton, VA, 22827 | Gaheysville, VA, 22840 | Harrisonburg, VA |
| 19 | | | 22801-8627 |
| 20 | Deborah Wagner | | |
| 21 | 5048 Scotts Ford Road | | |
| 22 | Mount Crawford, VA 22841 | | |
| 23 | | | |
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20 Largest Creditors

| | | | |
|----|----------------------------|----------------------------|-------------------|
| 19 | Domtar Corporation | Domtar Corporation | Dominion Va Power |
| 20 | Port Huron Mill | Subsidiary Of Domtar Ind | Attn: Barbara |
| 21 | 1700 Washington Avenue | 1700 Washington Avenue | Smith |
| 22 | Port Huron, Michigan 48060 | Port Huron, MI 48060 | P.O. Box 26666 |
| 23 | | | Richmond, VA |
| 24 | | | 72267-6666 |
| 25 | Dominion Virginia Power | Krausz Puente LLC | Krausz Puente LLC |
| 26 | P.O. Box 26019 | c/o The Krausz Companies | 11383 Newport Dr |
| 27 | Richmond, VA 23260-6019 | 44 Montgomery St, Ste 3300 | Rancho Cucamonga, |
| 28 | | San Francisco, CA 94104 | CA 91730-5536 |
| 29 | Stonefield Josephson, Inc. | Susan D'Arcy | Mimaki USA, Inc. |
| 30 | Attn: Steve Rapattoni, CPA | aka SRD International | c/o Wiliam |
| 31 | 18500 Von Karman Ave | 95 East Broadway | Hearnburg, Jr. |
| 32 | Irvine, CA 92612 | Roslyn, NY 11576 | Smith, Gambrell & |
| 33 | | | Russell, LLP |
| 34 | | | Promenade, Suite |

| | | | |
|----|------------------------------------|-----------------------------|--------------------|
| 1 | Mimaki USA, Inc. | Bonnie Julian | L.H. Charney |
| 2 | Dept. CH 17368 | 1244 Pole Branch Rd | Associates, LLC |
| 3 | Palatine, IL 6055-7368 | Clover, SC 29710 | Attn: Bruce Block |
| 4 | Fish & Associates | Fedex - Techconnect | 1441 Broadway |
| 5 | Attn: Mei Tsang | Attn: Pam Gish | New York, New York |
| 6 | 2603 Main Street | Lockbox 360353 | 10018 |
| 7 | Suite 10000 | 500 Ross St. Rm 154-0455 | Federal Express |
| 8 | Irvine, CA 92614-4271 | Pittsburg, PA 15252 | Corp. |
| 9 | Stand Energy Corporation | Stand Energy Corporation | PO Box 371461 |
| 10 | Attn Kathy Kellems, Credit Manager | PO Box 632712 | Pittsburgh, PA |
| 11 | 1077 Celestial St | Pittsburgh, PA 15250-7461 | 15250-7461 |
| 12 | Suite 110 | | |
| 13 | Cincinnati, OH 45202 | | Carlo Tenconi |
| 14 | Atlantic Paper Company | Univar USA, Inc. | Via Stromboli 209 |
| 15 | 430 Feheley Drive | Attn: Doug Putney | Milan 20144 |
| 16 | King of Prussia, PA 19406 | 1001 Old Bermuda Hundred Rd | ITALY |
| 17 | PBMares /PBGH | Chester, VA 23836 | |
| 18 | Attn: Mary Aldrich | Columbia Gas GTS Account | Univar USA, Inc. |
| 19 | 558 South Main Street | P.O. Box 742529 | P. O. Box 409692 |
| 20 | Harrisonburg, VA 22801 | Cincinnati, OH 45274-2529 | Atlanta, GA 30384- |
| 21 | Dupont Company | | 9692 |
| 22 | Attn: Jenna Pike | Dupont Company | Chemsolv, Inc. |
| 23 | 1007 Market Street | Cashier's Office D-8003-3 | P.O. Box 13847 |
| 24 | Wilmington, DE 19898 | 1007 Market Street | Roanoke, VA 24037 |
| 25 | Nexeo Solutions | Wilmington, DE 19898 | Yazam LLC |
| 26 | 3 Waterway Square Place | Nexeo Solutions LLC | Attn: Rodney |
| 27 | Suite 1000 | 62190 Collections Center Dr | Friedman |
| 28 | The Woodlands, Texas 77380 | Chicago, IL 60693-0621 | 10880 Wilshire |
| | | | Blvd., Suite 1850 |
| | | | Los Angeles CA |
| | | | Anthem Blue Cross |
| | | | Blue Shield |
| | | | Attn: Dianne |
| | | | Loving |
| | | | P.O. Box 580494 |
| | | | Charlotte NC |
| | | Other Parties in Interest | |
| | Wells Fargo Bank N.A. | | |
| | 141 East Market Street | | |
| | Harrisonburg, VA 22801 | | |

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Governmental Agencies

| | | |
|-----------------------------------|---|--------------------------|
| Employment Development Department | State of California Franchise Tax Board | Internal Revenue Service |
| Bankruptcy Group MIC 92E | Bankruptcy Section, MS: A-340 | PO Box 7346 |
| PO Box 826880 | PO Box 2952 | Philadelphia, PA |
| Sacramento, CA 94280-0001 | Sacramento, CA 95812-2952 | 19101-7346 |

Utility Providers

| | | |
|---------------------------------|---------------------------------|-----------------------|
| Dominion Va Power | Duke Energy | Columbia Gas |
| P.O. Box 26666 | P.O. Box 1090 | Attn: Keith Martin |
| Richmond, VA 23261-6666 | Charlotte, NC 28201-1090 | 200 Civic Center Dr. |
| Attn: Barbara Smith | | Columbus, OH |
| | | 43215 |
| ACC Business | Sprint | Time Warner Cable |
| 400 West Ave. | Attn: Mildred Walker | P.O. Box 77169 |
| Rochester, NY 14611 | PO Box 8077 | Charlotte, NC |
| Attn: Ron Vanderwege | London, KY 40742 | 28271-7169 |
| | | |
| Verizon South | Verizon South | Verizon NY |
| PO Box 33078 | Attn: Bankruptcy Matters | PO Box 15124 |
| St. Petersburg, FL 33733 | 500 Technology Drive, Suite 550 | Albany, NY 12212-5124 |
| | Weldon Spring, MO 63304 | |
| | | |
| Verizon NY | Verizon NY Internet | Verizon NY |
| Attn: Bankruptcy Matters | PO Box 33078 | Internet |
| 500 Technology Drive, Suite 550 | St. Petersburg, FL 33733 | Attn: Bankruptcy |
| Weldon Spring, MO 63304 | Phone: 800-837-4066 | Matters |
| | | 500 Technology |
| | | Drive, Suite 550 |
| | | Rockingham Co. |
| Verizon Business | City of Harrisonburg, VA | Treasurer |
| P.O. Box 660794 | 2155 Beery Rd | 20 East Gay Street |
| Dallas, TX 75266-0794 | Harrisonburg, VA 22801-9655 | Harrisonburg, VA |
| | | 22802 |
| | | |
| Allied Waste | | |
| 1831 Avon Street Ext. | | |
| Charlottesville, VA 22902 | | |

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is: Stutman, Treister & Glatt, P.C. – 1901 Avenue of the Stars, 12th Floor – Los Angeles, CA 90067-6013.

A true and correct copy of the foregoing document entitled: **Notice Of Lodgment Of Interim Order (A) Authorizing Debtor To Obtain Postpetition Financing; (B) Granting Superpriority Expense Claims And Priming Liens; And (C) Granting Other Relief Under 11 U.S.C. §§ 105, 361, 363, 364 And 507(B), F.R.B.P. 2002 And 4001; And Lbrs 2002-1 And 4001-2** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **July 16, 2013**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On July 16, 2013, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on July 16, 2013, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

Served By Federal Express (Overnight Mail)

The Honorable Julia Brand
U.S. Bankruptcy Court Central District of California
255 East Temple Street, Suite 1382
Los Angeles, CA 90012

Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

July 16, 2013
Date

Kendra A. Johnson
Printed Name

/s/Kendra A. Johnson
Signature

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

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Patrick B Howell on behalf of Creditor Sensient Imaging Technologies S.A., Sensient Technologies Corporation

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Ron Maroko on behalf of U.S. Trustee United States Trustee (LA)

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3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

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Secured Lenders

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20 Largest Creditors

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Domtar Corporation
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