

GARY E. KLAUSNER (STATE BAR NO. 69077)  
MARGRETA M. MORGULAS (STATE BAR NO. 224950), and  
KIZZY L. JARASHOW (*Pro Hac Vice Application Pending*), Members Of  
STUTMAN, TREISTER & GLATT  
PROFESSIONAL CORPORATION  
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[Proposed] Reorganization Counsel  
for Debtors and Debtors in Possession

Debtors' Mailing Address:  
Colorep, Inc. and Transprint USA, Inc.  
1000 Pleasant Valley Road  
Harrisonburg, VA 22801-9790  
Attn: Robert Katz, [Proposed] CRO

**UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
LOS ANGELES DIVISION**

In re: ) Case No. 13-bk-27689-WB  
)  
COLOREP, INC., ) Chapter 11  
)  
a California corporation, *et al.*, ) (Jointly Administered)

Debtors.

**APPENDIX IN SUPPORT OF DEBTORS'  
MOTION PURSUANT TO BANKRUPTCY  
CODE SECTIONS 105(a) AND 363 FOR  
ENTRY OF AN ORDER AUTHORIZING  
THE EMPLOYMENT OF EXECUTIVE  
SOUNDING BOARD ASSOCIATES INC.  
TO PROVIDE CRISIS MANAGEMENT  
SERVICES AND TO PROVIDE ROBERT D.  
KATZ TO SERVE AS CHIEF  
RESTRUCTURING OFFICER FROM THE  
PETITION DATE**

Tax I.D. Nos. 94-3055026 (Colorep, Inc.) and  
54-1200596 (Transprint USA, Inc.)

Hearing

*[No Hearing Required unless Requested  
under Local Bankruptcy Rule 9013-1(o)]*

The above captioned debtors and debtors in possession (the "Debtors") submit this appendix of the orders attached hereto in support of the *Debtors' Motion Pursuant To Bankruptcy Code Sections 105(A) And 363 For Entry Of An Order Authorizing The Employment Of Executive Sounding Board Associates Inc. To Provide Crisis Management Services And To Provide Robert D. Katz To Serve As Chief Restructuring Officer From The Petition Date.*

1. In re Eastman Kodak Company, Case No. 12-10202 (ALG) (Bankr. S.D.N.Y. Feb. 28, 2012) [Docket No. 448]
2. In re Archbrook Laguna Holdings LLC, Case No. 11-13292 (SCC) (Bankr. S.D.N.Y. Aug. 3, 2011) [Docket No. 146]
3. In re Harry & David Holdings, Inc., Case No. 11-10884 (MFW) (Bankr. D. Del. Apr. 27, 2011) [Docket No. 230]
4. In re Web Press Corp., (Case No. 09-17418) (KAO) (Bankr. W.D. Wash. Apr. 22, 2010) [Docket No. 173]
5. In re EZ Lube, Inc., (Case No. 08-13256) (CSS) (Bankr. D. Del. Jan. 14, 2009); [Docket No. 143]
6. In re Weeks Landing, LLC, (Case No. 06-1721) (ALP) (Bankr. M.D. Fla. Dec. 19, 2006) [Docket No. 224]

Respectfully submitted,

Dated: July 30, 2013

/s/ Margreta M. Morgulas

GARY E. KLAUSNER  
MARGRETA M. MORGULAS AND  
KIZZY L. JARASHOW, Members of  
STUTMAN, TREISTER & GLATT  
PROFESSIONAL CORPORATION  
[Proposed] Reorganization Counsel  
for Debtors and Debtors in Possess

**Exhibit 1**



Motion is in the best interests of the Debtors, their estates, their creditors and other parties in interest; and it appearing that proper and adequate notice of the Motion has been given and that, except as otherwise ordered herein, no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized, *nunc pro tunc* to the Commencement Date, to (i) employ and retain APS on the terms set forth in the Engagement Letter as modified by this Order and (ii) designate James A. Mesterharm as Chief Restructuring Officer for the Debtors.
3. In a manner consistent with the Motion, the Engagement Letter and the Mesterharm Declaration:
  - (i) APS may render crisis management services to the Debtors;
  - (ii) APS may provide Temporary Staff to the Debtors to assist the Debtors in their restructuring efforts;
  - (iii) Mr. Mesterharm may serve as Debtors' Chief Restructuring Officer, as provided in the Engagement Letter; and
  - (iv) Working collaboratively with the Debtors' senior management team, Boards of Directors and the Debtors' other professionals, Mr. Mesterharm and APS may assist the Debtors in evaluating and implementing strategic and tactical options through the restructuring process; and it is further
4. APS and its personnel shall be required to: (i) maintain contemporaneous time records in tenth of an hour increments and (ii) conform to any schedule of hourly rates contained in the Engagement Letters.
5. APS is not required to submit fee applications pursuant to sections 330 and 331 of the Bankruptcy Code, but will instead submit monthly invoices to the Debtors, and

the Debtors are hereby authorized to pay, in the ordinary course of its business, all reasonable amounts invoiced by APS for fees and expenses.

6. APS shall submit to the Court, with copies to the U.S. Trustee, the proposed counsel to the Creditors' Committee, and counsel to the agent under the interim debtor-in-possession credit agreement (the "**Notice Parties**"), contemporaneously with such filing, quarterly reports of compensation earned, and parties-in-interest in these chapter 11 cases shall have the right to object to fees paid and expenses reimbursed to APS within 20 days after APS files such reports.

7. APS shall file with the Court (and serve copies to the Notice Parties) a report on staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event that an objection is filed.

8. Notwithstanding anything in the Motion, the Mesterharm Declaration or the Engagement Letter, the Debtors shall only indemnify those APS employees serving as executive officers of the Debtors on the same terms as provided to the Debtors' other officers and directors under the Debtors' by-laws and applicable state law, along with insurance coverage under the Debtors' D&O policies, and the indemnification provisions of the Engagement Letters shall not apply to APS.

9. APS shall provide ten business days' notice to the Debtors, the U.S. Trustee and any statutory committee appointed in these chapter 11 cases in connection with any increase of the hourly rates listed in the Motion.

10. To the extent that there may be any inconsistency between the terms of the Motion, the Engagement Letters or this Order, the terms of this Order shall govern.

11. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

12. The requirements set forth in Local Rule 9013-1(b) are satisfied

13. This Court retains jurisdiction with respect to all matters arising from or related to the enforcement of this Order.

New York, New York  
Date: February 28, 2012

/s/ Allan L. Gropper  
Allan L. Gropper  
United States Bankruptcy Judge

**Exhibit 2**



**UNITED STATES BANKRUPTCY COURT  
 SOUTHERN DISTRICT OF NEW YORK**

In re:

ARCHBROOK LAGUNA HOLDINGS LLC, *et al.*,<sup>1</sup>

Debtors.

)  
 ) Chapter 11  
 )  
 ) Case No. 11-13292 (SCC)  
 )  
 ) Jointly Administered  
 )

**ORDER AUTHORIZING (A) THE EMPLOYMENT  
 AND RETENTION OF HAWKWOOD CONSULTING LLC AS  
 CRISIS MANAGER FOR THE DEBTORS AND (B) THE APPOINTMENT OF  
 STEPHEN J. GAWRYLEWSKI AS CHIEF RESTRUCTURING OFFICER  
 FOR THE DEBTORS EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “*Application*”)<sup>2</sup> of the Debtors for entry of an order (a) authorizing the Debtors to employ and retain Hawkwood as crisis manager for the Debtors, (b) approving the terms of Hawkwood’s employment, including the proposed Fee Structure and the indemnification provisions set forth in the Engagement Letter, and (c) appointing Stephen J. Gawrylewski as their CRO, in each case effective *nunc pro tunc* to the Petition Date, pursuant to Bankruptcy Code sections 363(b) and 105(a), Bankruptcy Rules 2014(a), and Local Rules 2014-1 and 2016-1; and upon the Gawrylewski Declaration; and upon Boverman Declaration; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application, the Gawrylewski Declaration and the Boverman Declaration; and it appearing to the Court that

<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal taxpayer identification number, are: ArchBrook Laguna LLC (6166); ArchBrook Laguna Holdings LLC (6156); Chimerica Global Logistics LLC (3745); ArchBrook Laguna West LLC (9631); Lehrhoff ABL LLC (6386); Expert Warehouse LLC (4487); and ArchBrook Laguna New York LLC (5385).

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

the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and good, adequate, and sufficient cause has been shown to justify the immediate entry of this Order; and notice of the Application appearing to be adequate and appropriate under the circumstances; and any objections to the requested relief having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor

IT IS ORDERED THAT:

1. The Application is approved as set forth herein.
2. The Debtors are authorized to employ and retain Hawkwood as their crisis manager and to appoint Stephen J. Gawrylewski as their CRO in accordance with the terms and conditions set forth in the Engagement Letter, attached hereto as **Exhibit 1**, effective *nunc pro tunc* to the Petition Date.
3. Hawkwood is authorized to render professional services to the Debtors as described in the Engagement Letter. Hawkwood will render the following services, including:
  - a) Represent the interests of the Debtors during lender negotiations;
  - b) Report progress on restructuring initiative;
  - c) Analyze, develop and implement all aspects of the Debtors' operational and financial restructuring plan, including, but not limited to, the following areas of focus:
    1. Liquidity – (i) review, analyze and monitor the rolling 13 week cash flow forecast; and (ii) develop strategies to maintain and improve liquidity;
    2. Financial reporting and monthly lender reporting requirements;
    3. Revised 2011 budget and financial forecast; and
    4. Lender negotiations and communication;
  - d) Advise and assist management with their ongoing communication with the current lenders;
  - e) Review and, as required, report on the Debtors' operating results;

- f) Review and, as required, report on management's business plan, financial forecasts and other expense reduction and restructuring initiatives
- g) Participate in meetings and covenant negotiations relative to the Debtors' credit agreements;
- h) Negotiate, among other things, forbearance agreements, covenants, waiver agreements;
- i) Monitor the progress being made to achieve the operational restructuring plan and working with the senior management team to report the results to the Appropriate Persons;
- j) Manage the various projects and initiatives underway throughout the Debtors;
- k) Assist in necessary refinements to the Debtors' business plan and financial forecasts;
- l) Review and analyze alternative operating scenarios;
- m) Meet with various members of management as required to discuss the business strategies, processes, and other matters facing the Debtors;
- n) Direct and manage operational assessment of the following (non-exclusive) list of items: (i) 2011 sales forecast and financial plan; (ii) customer and product profitability; (iii) organizational review and assessment; (iv) overhead cost structure; (v) sales management; (vi) distribution/fulfillment/logistics; and (vii) working capital management; (viii) other functional areas as deemed necessary; (ix) financial reporting;
- o) Meet with and serve as contact with respect to the Debtors' financial and operational matters for the Debtors' creditors, prepetition and postpetition lenders and any committees formed during any chapter 11 case; and
- p) Assist in the development and preparation of any chapter 11 plan; assist with the preparation of any schedules and statements of financial affairs and assist in claims management process.

4. The terms of the Indemnification Agreement attached hereto as **Annex A**, are approved, subject to the following modifications:

- (a) All requests of Hawkwood, its affiliates or any of its or their respective directors, officers, members, employees, agents or controlling persons (each being an "***Indemnified Person***") for payment of indemnity, contribution or otherwise pursuant to the Indemnification Agreement shall be made by means of an interim or final fee application and shall be subject to the approval of, and review by, the Court to ensure that such payment conforms to the terms of the Hawkwood

Agreement, the Bankruptcy Code, the Bankruptcy Rules, the Local Rules and the orders of this Court;

- (b) Notwithstanding the foregoing, in no event shall an Indemnified Person be indemnified or receive contribution or other payment under the Indemnification Agreement if the Debtors, their estates or the statutory committee of unsecured creditors appointed in these chapter 11 cases assert a claim, to the extent that the Court determines by final order that such claim arose out of bad-faith, self-dealing, breach of fiduciary duty, if any, gross negligence or willful misconduct on the part of that or any other Indemnified Person; and
- (c) In the event an Indemnified Person seeks reimbursement for attorneys' fees from the Debtors pursuant to the Indemnification Agreement, the invoices and supporting time records from such attorneys shall be attached to Hawkwood's own interim and final fee applications, and such invoices and time records shall be subject to the U.S. Trustee's Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses and the approval of this Court under the standards of Bankruptcy Code section 330 without regard to whether such attorney has been retained under Bankruptcy Code section 327.

5. Hawkwood and Mr. Gawrylewski shall not act in more than one of the following capacities in the Debtors' chapter 11 cases: crisis manager, financial advisor, claims agent and investor or acquirer. For a period of three years after the conclusion of the engagement, Hawkwood shall not make any investments in the Debtors or reorganized Debtors where Hawkwood has been engaged.

6. In the event that the Debtors and Hawkwood agree that Mr. Gawrylewski will assume an additional or different executive officer position or agree to modify materially the duties of Mr. Gawrylewski, the Debtors will file a supplemental application to modify the retention specified in the Application.

7. Hawkwood and Mr. Gawrylewski shall act under the direction, control and guidance of the equity holders and shall serve at the equity holders' pleasure.

8. Hawkwood shall file monthly invoices with the Court, summarizing the services provided and any expenses incurred by Hawkwood, and shall serve such invoices upon the Office of the United States Trustee and the Official Committee of Unsecured Creditors.

9. Hawkwood shall provide ten business days' notice to the Debtors, the United States Trustee and the Official Committee of Unsecured Creditors prior to any increases in the rates set forth in the Application and/or Engagement Letter, and such notice must be filed with the Court.

10. Hawkwood shall receive (a) compensation as specified in the Engagement Letter and (b) reimbursement of expenses, which in each case Hawkwood shall file quarterly reports of compensation paid and expenses reimbursed with the Court, with notice to the United States Trustee and the Official Committee of Unsecured Creditors. Parties in interest shall have the right to object to fees within ten (10) days after the filing of the quarterly reports, *provided that* such payments shall not hereafter be subject to challenge except under the reasonableness standard provided for in Bankruptcy Code section 330; and *further, provided*, that the United States Trustee retains all rights to object to Hawkwood's compensation (including expenses) on all grounds including but not limited to the reasonableness standard provided for in Bankruptcy Code section 330.

11. Notwithstanding anything to the contrary in the Engagement Letter or the Application, Hawkwood shall be entitled to seek and obtain payment of the Value Added Fee only upon submission of an application for allowance of same pursuant to Bankruptcy Code section 330.

12. In addition, notwithstanding any provision herein to the contrary, the Debtors shall not be authorized to make any payments under this Order from any amounts loaned to the

Debtors pursuant to the debtor in possession financing unless such payments or disbursements are included in the budget contained therein or otherwise authorized to be paid pursuant to the debtor in possession financing agreement.

13. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

14. Notwithstanding the possible applicability of Bankruptcy Rule 6004(h) or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

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

New York, New York  
Date: August 3, 2011

/s/ Shelley C. Chapman  
THE HONORABLE SHELLEY C. CHAPMAN  
UNITED STATES BANKRUPTCY JUDGE



## ***Hawkwood Consulting***

June 13, 2011

Mr. Peter Handy  
ArchBrook Laguna LLC  
350 Starke Road  
Suite 400  
Carlstadt, New Jersey 07072

Dear Mr. Handy,

This letter agreement ("Agreement") confirms that ArchBrook Laguna LLC (the "Company" or the "Debtor") has engaged Hawkwood Consulting LLC ("HC"), effective June 13, 2011 (the "Commencement Date"), for the services of Mr. Stephen J Gawrylewski to be the acting Chief Restructuring Officer ("CRO"), and to provide the services described in more detail below. This Agreement amends and restates in its entirety that certain letter agreement between the Company and HC dated May 26, 2011.

### **HC Services and Responsibilities**

#### **Scope of Services**

As the Company's Chief Restructuring Officer (CRO), Mr. Gawrylewski will report directly to the Manager and/or Chairman (the "Appropriate Persons"). Subject to the fiduciary duties of the Appropriate Persons and any limitations imposed by applicable state corporate or limited liability company law, Mr. Gawrylewski will have decision making authority on all matters related to the restructuring, including all operational and financial activities which affect the liquidity and profitability of the Company; provided, however, that the Appropriate Persons must approve in advance the following types of transaction: (i) all transactions outside the ordinary course of business, (ii) any and all financing transactions, (iii) the hiring of consultants, (iv) the appointment of any officer or (v) the filing of any chapter 11 plan or any proceedings under title 11 of the United States Code. In addition to Mr. Gawrylewski's ordinary course duties as CRO, the roles of Mr. Gawrylewski, and the HC team will include working with the Company's Senior Management team, outside counsel for the Company and the Company's other professionals and advisors, to provide the following services during the course of their engagement pursuant to this Agreement (collectively, the "Services"):

- A. Represent the interests of the Company during Lender Negotiations
- B. Report progress on Restructuring Initiative
- C. Analyze, Develop and Implement all aspects of the Company's operational and Financial Restructuring Plans. The primary areas of focus are the following:
  - a. Liquidity
    - i. Review, analyze and monitor the rolling 13 week cash flow forecast



## ***Hawkwood Consulting***

- ii. Develop strategies to maintain and improve liquidity
  - b. Financial reporting and monthly lender reporting requirements
  - c. Revised 2011 Budget and Financial Forecast
  - d. Lender Negotiations and communication
- D. Advise and assist Management with their ongoing communication with the current Lenders
- a. Review and, as required, report on the Company's operating results
  - b. Review and, as required, report on Management's Business Plan, Financial Forecasts and other expense reduction and restructuring initiatives
  - c. Participate in meetings and covenant negotiations relative to the Company's credit agreements
  - d. Negotiate:
    - i. Forbearance Agreements
    - ii. Covenants
    - iii. Waiver Agreement
    - iv. Other
- E. Monitor the progress being made to achieve the operational restructuring plan and working with the Senior Management Team to report the results to the Appropriate Persons.
- F. Manage the various projects and initiatives underway throughout the Company
- G. Assist in necessary refinements to the Company's Business Plan and Financial Forecasts
- H. Review and analyze alternative operating scenarios
- I. Meet with various members of Management as required to discuss the business strategies, processes, and other matters facing the Company
- J. Direct and Manage Operational Assessment
- a. 2011 Sales Forecast and Financial Plan
  - b. Customer and Product Profitability

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- c. Organizational Review and Assessment
  - d. Overhead Cost Structure
  - e. Sales Management
  - f. Distribution/fulfillment/logistics
  - g. Working Capital Management
    - i. Inventories
    - ii. Accounts Receivables
    - iii. Accounts Payables
  - h. Other Functional Areas as deemed necessary
  - i. Financial Reporting
- K. Meet with and serve as contact with respect to the Company's financial and operational matters for the Company's creditors, pre and post-petition lenders and any committees formed during any chapter 11 case
- L. Assist in the development and preparation of any chapter 11 plan; assist with the preparation of any schedules and statements of financial affairs and assist in claims management process

### **Staffing**

The parties agree that, except as to Mr. Gawrylewski, HC staff may be added or deleted from this assignment from time to time. Each month HC shall provide the Company with a report on staffing of the engagement for the previous month and shall reflect the names, titles and billable hour rates of the individuals performing professional services. HC staff may be assisted by other professionals at various levels, as the tasks require.

### **Deliverables**

Materials prepared in connection with our engagement hereunder (The "Deliverables") may contain factual data, the interpretation of which may change over the project term as more information or better understanding becomes available. The parties understand and acknowledge that HC will not have an obligation to update the deliverables as part of its services hereunder in the event of such change. Any materials prepared by HC are solely for the Company's confidential use as it relates to this matter, and may not be reproduced, summarized, referred to, disclosed publicly or given to any other person without our prior written consent, which consent shall not be unreasonably withheld, provided that such consent shall not be required if the materials are required to be disclosed by process of law.



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In performing the Services hereunder, except for Mr. Gawrylewski and except as otherwise agreed to by the Company, HC staff will not be assuming the role of management; HC staff's role will be advisory only. It is expressly agreed that HC is acting as an independent contractor in rendering the Services solely to the Company and that HC and HC staff, except for Mr. Gawrylewski, are not acting as fiduciaries of the Company, any constituent of the Company or any other person in connection with the engagement under this agreement. The parties will acknowledge that, other than Mr. Gawrylewski, none of the HC staff will constitute an employee of the Company. The Company agrees that it will not solicit or hire any HC staff during the term of this agreement and for a period of one (1) year thereafter.

### **Fees and Expenses**

#### **A. Compensation**

As compensation for the Services provided by HC, as identified in this agreement, the Company shall compensate HC as follows:

#### **B. Hourly Fees**

Non-refundable professional fees based on the actual hours incurred by HC personnel in performing the Services (the "Hourly Fees"). Hourly rates for professional services shall be billed as follows:

<b>Title</b>	<b>Hourly Rate</b>
Principal	450
Managing Director	350-450
Director	275-350

#### **C. Testimony**

It is understood and agreed by the parties that if employees of HC are required to testify at any administrative or judicial proceeding relating to the Company after termination of this engagement, HC will be compensated by the Company at the regular hourly rates for each such employee in effect at the time, and reimbursed for reasonable out-of-pocket expenses, including attorneys' fees.

#### **D. Value Added Fee**

The Company also agrees to pay HC a contingent value added fee ("Value Added Fee") of \$400,000 to be awarded and paid upon the earlier to occur of (a) the consummation of a plan of reorganization for the Debtors or (b) the consummation of the sale of all or a substantial portion of the assets of the Debtors through one transaction or a series of transactions (and in the event of a series of transactions, the Value Added Fee may be awarded as of the consummation of the final transaction in such series). The Company shall use its reasonable best efforts to seek approval to pay the Value Added Fee at the conclusion of any chapter 11 case in accordance with the J. Alix Protocol.

## ***Hawkwood Consulting***

### **E. Out-of-Pocket Expenses**

The Company shall promptly pay directly or reimburse HC upon receipt of periodic billings, for all reasonable costs and expenses that HC has incurred or may hereafter incur in connection with this agreement and the engagement hereunder (including, but not limited to, the negotiation, preparation, and enforcement of this agreement, the collection of all amounts due hereunder and any amendment, modification, consent or waiver of the provisions of this agreement which may hereafter be requested by the Company or otherwise required), which costs and expenses shall include, without limitation, travel, lodging, postage, computer and research charges, attorneys' fees and other charges customarily recoverable as out-of-pocket expenses (collectively, the "out-of-pocket expenses"). The Company's obligations with respect to the Out-of-Pocket expenses shall survive the termination or expiration of this agreement for any reason.

### **F. Retainer**

The parties acknowledge and agree that the Company will pay HC a retainer in the amount of \$200,000. Any portion of the retainer remaining as of the effective date of this agreement shall be held by HC in accordance with this agreement and any unearned portion of the retainer shall be returned to the Company upon the termination of this agreement.

### **G. Invoices**

Invoices are due and payable upon receipt.

Invoices for which payment is not received within ten (10) days of the invoice date shall be deemed "past due" and shall be set off against the retainer to satisfy payment. HC reserves the right to suspend further services, until payment is received on past due invoices and/or the retainer is restored. In the event that HC so suspends its services, HC shall not be responsible or liable for any resulting loss, damage, or expense due to such suspension.

### **Termination of Engagement**

This agreement shall continue in effect until terminated in accordance with the terms hereof. Both the Company and HC shall have the right to terminate this agreement upon thirty (30) days prior written notice to the other. Upon such termination, the Company shall remain obligated to pay HC: (I) Any unpaid hourly fees incurred on or before the date of the termination, and (II) All out-of-pocket expenses hereunder incurred on or before the date of termination.

### **Conflicts**

HC is not aware of any business relationship it has that creates a potential conflict of interest with the Company, based on its current knowledge of the Company. Should any potential conflict pertaining to HC's engagement hereunder come to the attention of either party hereto, such party shall immediately advise the other. HC reserves the right to terminate this engagement at any time, if a conflict of interest arises or becomes known to it that, in its judgment, would impair its ability to perform the services objectively. However, HC agrees to accept no engagement after the date hereof that, at the time of engagement, could reasonable be foreseen to involve such a conflict.

## ***Hawkwood Consulting***

### **Confidentiality**

Any information supplied to HC in connection with this agreement shall be deemed to be confidential unless designated by the Company as not confidential, and HC agrees to: (I) Protect the confidential information in a reasonable and appropriate manner and in accordance with any applicable professional standards; (II) use confidential information only to perform its obligations under this agreement; and (III) to reproduce confidential information only as required to perform its obligations under this agreement. This paragraph shall not apply to information that is (A) publicly known, (B) already known to HC from a source other than the Company, who is under no obligation of confidentiality to the Company, or (C) independently developed without using any confidential information.

Confidential information may be disclosed pursuant to a subpoena or other valid legal or administrative process only, to the extent lawful and to the extent time permits, after HC has provided the Company notice of such process and with an opportunity to quash, modify, or otherwise contest such process (and HC shall cooperate with such efforts, at the Company's expense), and only insofar as is necessary to comply with such process. Subject to the foregoing, HC may disclose the Company's confidential information to HC subcontractors, advisors, agents, and affiliations on a "need to know" basis, provided that these subcontractors have been informed of the confidential nature of the information and have agreed to comply with these confidentiality provisions. HC retains the right in any event to use for any purpose whatsoever the ideas, concepts, techniques, industry data, and know-how used or developed in the course of this agreement, except in each case, to the extent that the foregoing constitutes confidential information. Each party agrees that, to the extent consistent with the confidentiality provisions set forth in this agreement, any document or information contemplated by this agreement may be communicated by fax, e-mail (including e-mail exchanged via internet media) and voicemail communications, as well as other means of communication used or accepted by the other.

### **Indemnification for Mr. Gawrylewski**

The parties agree that Mr. Gawrylewski will be entitled to the benefit of the most favorable indemnities provided by the Company to its officers and directors, whether under the Company's by-laws, certificates of incorporation, by contract or otherwise. This agreement is a supplement to and in furtherance of the indemnification provided to officers and directors in the Company's by-laws, certificate of incorporation, by contract or otherwise, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Mr. Gawrylewski thereunder.

The Company agrees that Mr. Gawrylewski will be covered under the Company's policy for directors' and officers' ("D&O") insurance. The Company agrees to maintain D&O insurance coverage for Mr. Gawrylewski for so long as he shall serve as CRO and for a period of not less than two (2) years following the date of termination of his service thereas. In the event of a claim related to the fact that Mr. Gawrylewski is or was a director or officer of the Company, the Company shall give prompt notice of such claim to the insurer in accordance with the procedures set forth in the D&O insurance policy and shall thereafter take all necessary or desirable action to cause such insurer to pay, on behalf of Mr. Gawrylewski, all amounts payable as a result of such claim in accordance with the terms of the D&O insurance policy.

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In the event that Mr. Gawrylewski is not covered under the Company's D&O insurance policies for any reason, if coverage for Mr. Gawrylewski lapses for any reason, or if the Company's D&O policies do not have first dollar coverage in effect for at least the first \$10,000,000, if is agreed that HC is permitted to purchase a separate policy for D&O insurance that covers only Mr. Gawrylewski. HC shall invoice the Company for the costs associated with such policy as an out-of-pocket expense reimbursement under this agreement. If HC is unable to purchase such coverage, then HC will have the right to terminate this agreement upon notice to the Company.

For the avoidance of doubt, the provisions of this section are contractual in nature and no change in the Company's by-laws, certificates of incorporation, or other organizational documents shall negatively affect either Mr. Gawrylewski or HC's rights hereunder; provided that, to the extent a change in the Company's organizational documents or in Delaware law permits greater indemnification than would be afforded currently under the organizational documents and this agreement, it is the intent of the parties hereto that HC and Mr. Gawrylewski shall enjoy by this agreement the greater benefits afforded by such change. The rights of indemnification as provided by this agreement shall not be deemed exclusive of any other rights to which HC or Mr. Gawrylewski may at any time be entitled under applicable law, the certificate of incorporation of the Company, the by-laws of the Company, any agreement, a vote of stockholders, or a resolution of directors of the Company, or otherwise.

The indemnification for Mr. Gawrylewski provisions contained in this agreement shall survive the termination or expiration of this agreement for any reason.

### **Additional Engagements**

It is understood and agreed that, in connection with HC's engagement by the Company under this agreement, the Company may desire to engage HC in one or more additional capacities, and that the terms of any such additional engagement may be embodied in one or more separate agreements acceptable to the Company and HC.

### **Notices**

All notices, request, demands, and other communications under this agreement shall be in writing and shall be deemed to have been duly given if (A) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, (B) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (C) mailed by reputable overnight courier and receipted for by the party to whom said notice or other communication shall have been directed, or (D) sent by facsimile transmission, with receipt of the oral confirmation that such transmission has been received:

If to HC:

Hawkwood Consulting  
4822 Lower Mtn Rd.  
New Hope, PA 18938

## *Hawkwood Consulting*

If to the Company:

ArchBrook Laguna LLC  
350 Starke Road  
Suite 400  
Carlstadt, New Jersey 07072  
Attn: Peter Handy

and

Akin Gump Strauss Hauer & Feld LLP  
One Bryant Park  
New York, New York 10036  
Attn: Ira Dizengoff  
Alexis Freeman

### **Complete Agreement; Amendments; Severability; Governing Law; Sole Benefit**

This agreement (including all annexes) (A) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any other prior communications, understandings, and agreements (both written and oral) between the parties with respect to the subject matter hereof and (B) may be modified, amended, or supplemented only by written agreement between the parties hereto.

If any provision or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever: (A) the validity, legality, and enforceability of the remaining provisions of this agreement (including without limitation, each portion of any section of this agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and shall remain enforceable to the fullest extent permitted by law; (B) such provision or provisions shall be deemed reformed to the extent necessary to conform to applicable law and to give the maximum effect to the intent of the parties hereto; and (C) to the fullest extent possible, the provisions of this agreement (including, without limitation, each portion of any section of this agreement containing any such provision held to be invalid, illegal, or unenforceable, that is not itself invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested thereby.

### **Dispute Resolution Procedures**

This Agreement and all controversies or claims with respect to, in connection with, arising out of, or in any way related to the Agreement or the services provided by Hawkwood to the Company as outlined herein shall be brought in the federal and state courts located in the Southern District of New York. Furthermore, Hawkwood and the Company consents to the jurisdiction and venue of such court as the sole and exclusive forum (unless such courts do not have or retain jurisdiction over such claims or controversies) for the resolution of such claims, causes of actions, or lawsuits; Hawkwood and the Company waive trial by jury, such waiver being informed and freely made.



## ***Hawkwood Consulting***

The parties hereby irrevocably consent to the service of process of any of the aforementioned courts in any such dispute by the delivery of copies thereof to the Company or HC, as applicable, at its address set forth above.

This agreement has been and is made solely for the benefit of the Company, and HC, and the indemnified parties, and their respective successors and assigns, and no other person or entity shall acquire or have any rights under or by virtue of this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

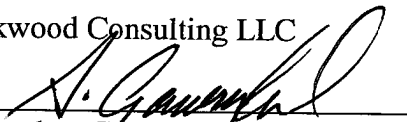
## ***Hawkwood Consulting***

Please confirm the foregoing is in accordance with your understanding by signing and returning a copy of this agreement, whereupon it shall become binding and enforceable in accordance with its terms.

Very truly yours,

Hawkwood Consulting LLC

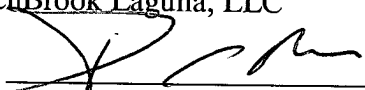
By

  
Stephen Gawrylewski

Accepted and agreed to this 13th day of June, 2011.

ArchBrook Laguna, LLC

By

  
Peter Handy, in his capacity solely  
as an Authorized Person

## Indemnification Agreement



## *Hawkwood Consulting*

connection with such personnel appearing and preparing to appear as a witness, including, without limitation, the fees and disbursements of its legal counsel, and to compensate HC in an amount to be mutually agreed upon per person per day for each day that such personnel is involved in preparation, discovery proceedings or testimony pertaining to such action, claim or proceeding.

The Company shall advance, to the extent not prohibited by law, the Losses incurred by any Indemnified Person in any pending or threatened claim, action or proceeding in respect of which indemnification could be sought hereunder, and such advancement shall be made within twenty (20) days after the receipt by the Company of a statement or statements requesting such advances from time to time, whether prior to or after final disposition of any such claim, action or proceeding. The execution and delivery of this Agreement by HC shall constitute an undertaking to the fullest extent required by law to repay the advance if and to the extent that it is ultimately determined by a court of competent jurisdiction in a final judgment that an Indemnified Person is not entitled to be indemnified by the Company.

To the fullest extent permissible under applicable law, if for any reason whatsoever the indemnification provided for in this Agreement is unavailable to an Indemnified Person or insufficient to fully indemnify an Indemnified Person or to hold it harmless, the Company, in lieu of indemnifying such Indemnified Person, shall contribute to the amount incurred by the Indemnified Person for Losses in connection with any pending or threatened claim, action or proceeding in respect of which indemnification could be sought hereunder, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such claim, action or proceeding in order to reflect (i) the relative benefits received by the Company and the Indemnified Person as a result of the event(s) and/or transaction(s) giving cause to such claim, action or proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and the Indemnified Person in connection with such event(s) and/or transaction(s), as well as any other relevant equitable considerations.

HC's total aggregate liability to the Company relating to this Agreement shall in no event exceed the fees HC receives hereunder for the portion of the work giving rise to liability, except for liability finally judicially determined by a court of competent jurisdiction to have resulted primarily from the gross negligence or willful misconduct of HC, which will not be so limited. In no event shall HC have any responsibility for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). This paragraph shall apply regardless of the nature of any claim(s) (including contract, statute, any form of negligence, tort, strict liability or otherwise), regardless of any failure of the essential purpose of any remedy and whether or not HC was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be prohibited by applicable law. The indemnity and other obligations and agreements of the Company set forth herein (i) shall be in addition to any obligation or liability which the Company may otherwise have to any Indemnified Person and (ii) shall survive the completion of the Services described in this Agreement.

## ***Hawkwood Consulting***

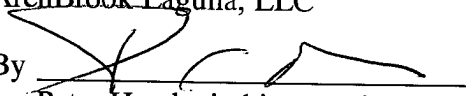
The Indemnification, Advancement, Contribution and Limitation of Liability provisions contained in this Annex A shall survive the termination or expiration of this Agreement for any reason.

Confirmed and Agreed to this

13 th day of June, 2011.

ArchBrook Laguna, LLC

By

  
\_\_\_\_\_  
Peter Handy, in his capacity solely  
as an Authorized Person

**Exhibit 3**

**ORIGINAL**

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF DELAWARE**

-----X  
In re : Chapter 11  
HARRY & DAVID HOLDINGS, INC, *et al.*,<sup>1</sup> : Case No. 11-10884 (MFW)  
Debtors. : (Jointly Administered)  
-----X Re: Docket No. 101

**ORDER AUTHORIZING THE DEBTORS TO (I) RETAIN ALVAREZ & MARSAL NORTH AMERICA, LLC TO PROVIDE THE DEBTORS AN INTERIM CHIEF EXECUTIVE OFFICER AND CHIEF RESTRUCTURING OFFICER AND CERTAIN ADDITIONAL OFFICERS AND ADDITIONAL PERSONNEL AND II DESIGNATE KAY HONG AS CHIEF RESTRUCTURING OFFICER FOR THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

This matter coming before the Court on the Motion of the above-captioned Debtors (the "Debtors") for an Order (i) authorizing the Debtors, under the terms and conditions set forth in the Motion, to (a) retain A&M to provide the Debtors an Interim CEO and CRO and certain Additional Officers and Additional Personnel and (b) retain Kay Hong as Interim CEO and CRO for the Debtors nunc pro tunc to March 28, 2011 (the "Petition Date"); and (ii) granting certain related relief (the "Motion");<sup>2</sup> the Court having reviewed the Motion and the Hong Declaration and having considered the statements of counsel and the evidence adduced with respect to the Motion at a hearing before the Court (the "Hearing"); the Court having found that (i) the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334, (ii) venue is proper in this district pursuant to 28 U.S.C. § 1409, (iii) this is a core proceeding

<sup>1</sup> The Debtors are the following four entities (the last four digits of their respective taxpayer identification numbers, if any, follow in parentheses): Harry & David Holdings, Inc. (4389); Harry and David (1765); Harry & David Operations, Inc. (1427); Bear Creek Orchards, Inc. (7216). The address of each of the Debtors is 2500 South Pacific Highway, Medford, Oregon 97501.

<sup>2</sup> Capitalized terms not otherwise defined herein shall have the meanings given to them in the Motion. The term "Additional Personnel" includes Erin McKeighan, a Consultant with A&M that is serving as an Assistant Restructuring Officer for the Debtors.



pursuant to 28 U.S.C. § 157(b) and (iv) notice of the Motion and the Hearing was sufficient under the circumstances; after due deliberation the Court having determined that the relief requested in the Motion is necessary and essential for the Debtors' reorganization and such relief is in the best interests of the Debtors, their estates and their creditors; and good and sufficient cause having been shown;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as modified herein.
2. The terms of the Engagement Letter, including without limitation, the compensation provisions and indemnity provisions, as modified by the Motion and this Order, are reasonable terms and conditions of employment and are hereby approved.
3. The Debtors are authorized to engage Alvarez & Marsal North America, LLC ("A&M") on the terms described in the Motion, subject to the following terms, which apply notwithstanding anything in the Motion or any exhibits related thereto to the contrary:
  - (a) A&M and its affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned cases.
  - (b) In the event the Debtors seek to have A&M personnel assume executive officer positions that are different than the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new executive officers, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.
  - (c) A&M shall file with the Court with copies to the United States Trustee ("U.S. Trustee") and all official committees, a report of staffing on the engagement for the previous month. Such report shall include the names and functions filled of the individuals assigned. All staffing shall be subject to review by the Court in the event an objection is filed.

- (d) No principal, employee or independent contractor of A&M and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.
- (e) A&M shall file with the Court, and provide notice to the U.S. Trustee and all official committees, reports of compensation earned and expenses incurred on a monthly basis. Such reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred. All compensation shall be subject to review by the Court in the event an objection is filed.
- (f) Notwithstanding the requirements of paragraph (e) above, the Debtors are authorized, but not directed, to pay, in the ordinary course of business, all amounts invoiced by A&M for fees and expenses incurred in connection with A&M's retention.
- (g) Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee.
- (h) The Debtors are permitted to indemnify those persons serving as executive officers on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtors' D&O policy. There shall be no other indemnification of A&M or its affiliates
- (j) For a period of three years after the conclusion of the engagement, neither A&M nor any of its affiliates shall make any investments in the Debtors or the Reorganized Debtors.
- (k) A&M shall disclose any and all facts that may have a bearing on whether A&M, its affiliates, and/or any individuals working on the engagement have any interest materially adverse to the interest of the Debtors' estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason. The obligation to disclose identified in this subparagraph is a continuing obligation.

4. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

5. The last sentence of paragraph 15 of the February 11, 2011 Engagement Letter is superseded, in its entirety, by the dispute resolution procedures described in paragraph 18 of the Motion and Exhibit C thereto.

6. Notwithstanding the terms of the Engagement Letter, A&M shall not receive any Performance Fee (as such term is defined in the Engagement Letter) in the form of equity. Instead, the Debtors and A&M shall reach an agreement prior to the confirmation of any chapter 11 plan in these cases that replaces any equity-based Performance Fee with a cash-based Performance Fee (the "Alternate Performance Fee") that is of comparable value to the originally proposed equity-based Performance Fee. The Debtors shall provide notice of the Alternate Performance Fee to the United States Trustee for the District of Delaware, the Official Committee of Unsecured Creditors in these cases and the Debtors' postpetition secured lenders within three (3) business days of reaching an agreement with A&M on the specific terms of the Alternate Performance Fee. A&M shall seek Court approval of the Alternate Performance Fee as part of A&M's final fee application in these cases, and all parties shall retain their right to object to the Alternate Performance Fee in accordance with paragraph 3(g) above. In addition, the Performance Fee (as such term is defined in the Engagement Letter), as modified pursuant to this Order, shall not exceed three million dollars in total amount.

7. To the extent provided in the Motion, this Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order, the Engagement Letter and/or the services provided by the Retention Personnel.

Dated: April 27, 2011  
Wilmington, Delaware

  
\_\_\_\_\_  
THE HONORABLE MARY F. WALRATH  
UNITED STATES BANKRUPTCY JUDGE

**Exhibit 4**

The Honorable Karen A. Overstreet  
Chapter 11  
No Hearing Required

UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

In re  
  
WEB PRESS CORPORATION,  
  
Debtor.

Case No. 09-17418

**EX PARTE ORDER AUTHORIZING  
DEBTOR TO EMPLOY ANDREW  
WILSON AS CHIEF RESTRUCTURING  
OFFICER**

THIS MATTER came before the court on the Debtor's Ex Parte Motion Pursuant to 11 U.S.C. §363(b) for Authority to Employ Andrew Wilson as Chief Restructuring Office (the "Motion"). The Motion is supported by the Declaration of J. Andrew Wilson ("Wilson Declaration"). The court having found that no notice is necessary given the exigent circumstances and the agreement of the Committee and the U.S. Trustee to entry of this order; that, due to the abrupt resignation of its two remaining officers, the Debtor is unable to function and maximize the value of its assets absent the immediate employment of a chief restructuring officer, and that Andrew Wilson is sufficiently qualified to act as Chief Restructuring Officer, it is hereby ORDERED that:

EX PARTE ORDER AUTHORIZING DEBTOR TO  
EMPLOY TO ANDREW WILSON AS CHIEF  
RESTRUCTURING OFFICER – 1

71696-0001/LEGAL18131487.1

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000  
Exhibit 4 - Page 33

1           1.       The Motion is granted and the Debtor is hereby authorized to engage Andrew  
2  
3       Wilson as CRO pursuant to the terms of the attached CRO Engagement Agreement and  
4  
5       terms of this Order.

6           2.       Andrew Wilson is hereby authorized, until the earlier of a further order of  
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8       this court or the termination of Andrew Wilson's engagement, to operate the Debtor's  
9  
10       business, including, without limitation, engaging in the tasks listed in Section 1 of the CRO  
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12       Engagement Agreement attached to this Order.

13           3.       Andrew Wilson shall be the sole signatory on the Debtor's bank accounts.  
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15       Banks are hereby authorized to allow only checks signed by Andrew Wilson after April 15,  
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17       2010.  
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20           4.       Andrew Wilson shall have the power to do all things which the Debtor might  
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22       do in the ordinary course of the operation of the business as a going concern or use of the  
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24       property including, but not limited to, the purchase and sale of goods or services in the  
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26       ordinary course of such business, and the incurring and payment of expenses of the business  
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28       in the ordinary course.  
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30           5.       Andrew Wilson shall have no personal liability for any accruals of taxes on  
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32       behalf of the Debtor or for any payroll obligations of the Debtor.

33           6.       Andrew Wilson and his company Lamonti Ventures, LLC and any approved  
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35       Lamonti professionals shall be an allowed administrative claim against the Debtor for all  
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37       amounts that become payable at any time under the attached CRO Engagement Agreement.  
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EX PARTE ORDER AUTHORIZING DEBTOR TO  
EMPLOY TO ANDREW WILSON AS CHIEF  
RESTRUCTURING OFFICER – 2  
71696-0001/LEGAL18131487.1

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000  
Exhibit 4 - Page 34

1 DATED THIS \_\_\_\_ day of April, 2010.

2  
3  
4   
5 IRSTREET  
6 United States Bankruptcy Judge  
7 (Dated as of Entered on Docket date above)

8 Presented by:

9  
10  
11 **PERKINS COIE LLP**

12  
13  
14 By: /s/ John S. Kaplan  
15 John S. Kaplan, WSBA No. 23788  
16

17  
18 Attorneys for Debtor  
19 Web Press Corporation  
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EX PARTE ORDER AUTHORIZING DEBTOR TO  
EMPLOY TO ANDREW WILSON AS CHIEF  
RESTRUCTURING OFFICER – 3

71696-0001/LEGAL18131487.1

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000  
Exhibit 4 - Page 35



1 Approved as to Form; Notice of Presentment  
2 Waived:

3  
4  
5 **PETERSON RUSSELL KELLY PLLC**

6  
7  
8 By: /s/ Marcia P. Ellsworth (JSK per email  
9 authorization)  
10 Marcia P. Ellsworth, WSBA No. 14334

11  
12  
13 Attorneys for Official Committee of  
14 Unsecured Creditors

15  
16 **OFFICE OF THE UNITED STATES**  
17 **TRUSTEE**

18  
19  
20 By: /s/ Thomas A. Buford (JSK per email  
21 authorization)  
22 Thomas A. Buford, III,  
23 Missouri Bar #56460  
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EX PARTE ORDER AUTHORIZING DEBTOR TO  
EMPLOY TO ANDREW WILSON AS CHIEF  
RESTRUCTURING OFFICER – 4

71696-0001/LEGAL18131487.1

**Perkins Coie LLP**  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000  
Exhibit 4 - Page 36

### CRO ENGAGEMENT AGREEMENT

This CRO Engagement Agreement (this "Agreement"), dated as of April 20, 2010, is entered into among Lamonti Ventures, LLC, a Washington limited liability company ("Lamonti") with its principal offices located at 2419 7th Ave W, Seattle, WA 98119 and Web Press Corporation, a Washington corporation ("Web Press") with its principal offices located at 22023 68th Ave S, Kent, WA 98032.

#### Recitals

- A. Web Press manufactures, sells and supports printing press equipment to print shops worldwide.
- B. Web Press is experiencing financial difficulties, is in Chapter 11 bankruptcy in the United States Bankruptcy Court for the Western District of Washington (the "Bankruptcy Court"), is operating as a debtor in possession and needs professional interim management and restructuring assistance.
- C. Web Press has requested that Lamonti provide interim management and restructuring assistance to Web Press and that Andrew Wilson act as the Chief Restructuring Officer of Web Press (sometimes referred to herein as the "CRO"). For purposes of this agreement, Web Press is referred to herein as the "Client" or the "Company."
- D. Lamonti is willing to provide professional interim management and restructuring services to the Client, and Web Press desires to engage Lamonti to provide such services, on the terms and subject to the conditions set forth in this Agreement.

#### Agreement

##### 1. Lamonti's Service: CRO's Powers.

- 1.1. The Client hereby engages Lamonti for the purposes of providing interim management and restructuring consulting services as more specifically described in this Section 1. Lamonti may provide ancillary services under this Agreement as requested by the CRO through such other persons as Lamonti may designate from time to time. Lamonti's sole obligation under this Agreement is to the Client, and any advice (written or oral) given by Lamonti to the Client in connection with its engagement under this Agreement is solely for the use and benefit of the Client.
- 1.2. Subject to Bankruptcy Court approval, Andrew Wilson is hereby appointed as Chief Restructuring Officer of Web Press. As CRO, he is authorized and directed to take all actions that are reasonably necessary or desirable to implement and accomplish the purposes of the Restructuring Plan, as it may be amended, revised or supplemented from time to time. The CRO shall have the authority to exercise all rights and powers which could otherwise be exercised by the executive officers or managers, as the case may be, of Web Press in performing the CRO's duties under this Agreement (including implementing the Restructuring Plan), in each instance, to the fullest extent permissible by law and by the terms of the operating agreement or other organizational documents. The CRO shall have such rights and powers as of the date of this Agreement. Without limiting the generality of the foregoing, the CRO is empowered to do the following, in each case in a manner consistent with the Restructuring Plan as in effect from time to time:
  - 1.2.1. Take control and secure the assets of the Client, including changing the locks, securing the intellectual property, and taking control of the bank accounts;

- 1.2.2. Obtain financing, sell or otherwise dispose of the Company's assets, authorize the defense and prosecution of lawsuits, and consent to foreclosure of liens on such assets.
- 1.2.3. Engage in a sales process for the Clients' assets, including seeking competitive bids for the assets of the Client on either a going concern or liquidation value, and attempting to maximize the value received for the Client's assets in such process;
- 1.2.4. Oversee and direct day-to-day operational and financial management of the Client.
- 1.2.5. Cause Client to enter into contracts and to modify or amend agreements of the Client.
- 1.2.6. Retaining, hiring, paying and discharging full-time and/or hourly employees and contract employees;
- 1.2.7. Authorize and approve the disbursement of funds of Client to lenders, tenants in common, trade creditors and others.
- 1.2.8. Direct communications with Client's lenders, lessors, vendors, employees, owners, and other interested parties, including governmental and regulatory authorities.
- 1.2.9. Engage and terminate the services of the professional advisors to the Company.
- 1.2.10. Collect, for the benefit of the Company, all dividends and other distributions that are at any time paid or payable on account any stock, limited liability company ownership interest or partnership interest determine how the proceeds thereof will be used.
- 1.2.11. Bringing legal claims on behalf of the Company and otherwise directing counsel in the furtherance of Debtor's bankruptcy case.
- 1.2.12. Preparing financial reports and otherwise complying with the reporting obligations of the Company in this bankruptcy case.
- 1.3. Web Press shall cause the CRO to be duly elected or appointed to the office of Chief Restructuring Officer in accordance with the governing documents of the Client and, if necessary, shall cause proper resolutions of the Client to be adopted that authorize the CRO to perform the duties set forth in this Agreement.
- 1.4. The CRO shall be afforded the same insurance coverage and indemnification rights as any manage, office or director of the Client, as Client shall have in effect from time to time, and such coverage shall begin as provided in Section 8.4 of this Agreement.
- 1.5. The CRO shall notify each governmental or regulatory agency as may be mandatory or as may be requested by any of the Client's professional advisors ("Required Regulatory Notice Parties") of his appointment hereunder. The CRO is authorized to provide a copy of this Agreement to such persons and entities as he may determine, including the Required Regulatory Notice Parties.
- 1.6. Anything herein to the contrary notwithstanding, Lamonti and the CRO shall have:
  - 1.6.1. No authority to enter into a consent decree, civil compromise, or other binding undertaking with governmental authorities, including federal and state securities regulators and federal or state prosecutorial agencies, other than state regulatory

authorities having jurisdiction over the licensing and operation of the Client's businesses.

1.6.2. No duty and no responsibility with respect to regulatory compliance matters, including without limitation, (i) compliance with applicable federal, state or local statutes, ordinances, regulations, orders and requirements of common law in any way affecting or pertaining to health, safety or the environment, (ii) filings with federal and state securities authorities, or (iii) filings and payments to federal, state and local taxing authorities, except that, without any duty of investigation, the CRO shall report to the debtor in possession attorney any incidents of gross negligence or willful misconduct relating to the financial affairs of the Company or any knowing violation of the law by any director, officer, a manger, or executive level employee of the Company (whether any such incident or knowing violation occurred before or occurs after the date of this Agreement), in each instance, to the extent, if any, that the CRO has or acquires actual knowledge thereof.

1.7. To the extent that management powers are given to the CRO hereunder, none of the Client's executive officers or managers shall have the right to exercise any such powers.

2. Reporting Responsibility. The actions and decisions of the CRO shall not be subject to review by any officer, director, manager or employee of the Client. The CRO shall report only to the Bankruptcy Court, while keeping counsel for the Client informed of all significant matters affecting the administration of the Client's bankruptcy case.

3. Termination.

3.1. Lamonti's engagement may be terminated, for any or no reason whatsoever, at any time on ten (10) business days' prior written notice to Lamonti by the Debtor in Possession Attorney.

3.2. Lamonti may terminate its engagement hereunder and Andrew Wilson may resign as CRO of Web Press for any or no reason whatsoever, at any time on ten (10) business days' written notice to the Debtor in Possession Attorney.

3.3. All provisions of this Agreement, other than Section 1 shall survive the termination of this Agreement.

4. Information and Access.

4.1. Lamonti shall have full access to all personnel, books and records of and advisors to the Client and, if Lamonti so desires, a working relationship with the entire internal organization of Client. Web Press represent and warrant that, except as disclosed to Lamonti in writing, all information made available to Lamonti will, to the best of their knowledge, at all times during the period of the engagement of Lamonti under this Agreement be complete and correct in all material respects and will not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances under which such statements are made. Web Press further represent and warrant that any projections or other information proved to Lamonti will have been prepared in good faith and will be based on assumptions which, in light of the circumstances under which they are made, are reasonable, although it is recognized that projections are based on assumptions that may or may not prove to be accurate. Web Press acknowledge that, in rendering its services hereunder, Lamonti will be using and relying on this information (and information available from public sources and other sources deemed reliable by Lamonti) without independent verification thereof by Lamont or independent appraisal by Lamonti of any of the Client's

assets. Lamont does not assume responsibility for the accuracy or completeness of the information or any other information regarding the Client.

4.2. The CRO shall promptly provide the Debtor in Possession Attorney with access to personnel, books and records of the Company and to advisors to the Company, together with such other information as may be reasonably requested by the Debtor in Possession Attorney.

5. Compensation.

5.1. Lamonti shall be compensated for its services at the rate of \$200 per hour and shall be reimbursed for its expenses under this Agreement as set forth in Section 5.2. Lamonti's fees and expenses will be billed monthly and will be payable within 15 days of the invoice date and a service charge will be added to accounts not paid within 30 days of billing.

5.2. Reimbursable expenses include costs of travel and travel related expenses, printing and reproduction, long-distance communications (including facsimile), courier, overnight and other delivery services. The reasonable fees and expenses of attorneys consulted or engaged by Lamonti to assist it under this Agreement shall be reimbursable expenses and services of other third parties consulted or engaged by Lamonti to assist it under this Agreement shall be reimbursable provided that such consultation or engagement has been approved by the attorneys for Debtor in Possession and Creditors' Committee or the Bankruptcy Court. Notwithstanding the foregoing, the legal expenses of Lamonti in negotiating the terms of this Agreement, up to \$1,000 shall be reimbursed by the Client upon demand.

5.3. Notwithstanding any other term hereof, all financial obligations to Lamonti, including all obligations with regard to all compensation, reimbursement of expenses and indemnification are solely the liability of the Client.

5.4. Lamonti's fees shall not exceed \$10,000 per week without the authorization of the counsel for the Creditors Committee or an order of the Bankruptcy Court.

6. Testimony. Except for testimony which is within the scope of services set forth herein for which Lamonti will be compensated as provided in Section 5, if Lamonti is required in any legal or other proceeding to deliver testimony with regard to the Client (whether or not this Agreement is still in effect), Client agrees to pay Lamonti a fee at its then prevailing hourly rates for witness preparation and court appearances, in addition to the fees and expenses of outside counsel retained by Lamonti to advise in connection with such testimony and other reimbursable expenses incurred by Lamonti in connection with the testimony.

7. Standard of Care and Warranty Disclaimer. Lamonti shall perform its services under this Agreement with standards of skill and care generally observed by "turnaround" consultants of recognized national standing in the United States. Lamonti makes no representations or warranties, express or implied, concerning the value of its services or the results that may be obtained therefrom. Lamonti's engagement shall not constitute an audit, review, compilation or any other type of financial statement reporting or consulting engagement that is subject to the rules of the AICPA or other state and national professional bodies.

8. Limitation of Liability and Indemnity: Insurance.

8.1. None of Lamonti or any of its directors, officers, shareholders, employees, consultants or other agents (each a "Lamonti Party" and collectively the "Lamonti Parties") shall have or incur any liability to, or be subject to any right of action by, the Client or any third party for any act or omission in connection with, relating to or arising out of Lamonti's services under this Agreement, including the exercise of their respective business judgment, except liability

for gross negligence, willful misconduct or a knowing violation of the law, and, in all respects, the Lamonti Parties will be entitled to reasonably rely upon the advice of the Client's counselor or own counsel with respect to Lamonti's duties and responsibilities under this Agreement. In no event, regardless of the legal theory advanced, shall any Lamonti Party be liable to the Client of any lost profits or any indirect, incidental or consequential damages. The obligations of Lamonti are solely corporate obligations, and no Lamonti Party shall be subject to any personal liability whatsoever to any person, nor will any such claim be asserted by the Client, whether on its own behalf or on behalf of any other person.

- 8.2. The Client shall indemnify, defend and hold harmless each of the Lamonti Parties against any and all claims, costs, demands, damages, assessments, notions, suits or other proceedings, liabilities, judgments, penalties, fines or amounts paid in settlement, expenses, and attorneys fees (whether incurred at the trial or appellate level, in an arbitration, in bankruptcy (including, without limitation, any adversary proceedings, contested matter of application), or otherwise and notwithstanding any limitation set forth in Section 8.1 above) (collectively "Claims") arising out of, connected with or related to the services performed under this Agreement, whether or not such Claims are attributable in whole or in part to negligence by Lamonti, other than Claims that are finally determined by judgment or in binding arbitration to have resulted from (a) acts or omissions by Lamonti that involve gross negligence, intentional misconduct or a knowing violation of law or (b) conduct that Lamonti did not in good faith believe was in, or at least not opposed to, the best interests of the Client. Lamonti shall give prompt written notice the Client of any Claim for which indemnification may be claimed hereunder, and the parties shall then cooperate as reasonably required to defend such Claim; provided, that the rights of the Lamonti Parties to indemnification shall not be affected by any failure or delay by Lamonti in giving such notice, except to the extent that the rights and remedies of the indemnifying party shall have been materially prejudiced as a result of such failure or delay. The Client shall pay all costs and expenses, including reasonable attorneys' fees, incurred by Lamonti to enforce its rights under this agreement.
- 8.3. If for any reason the foregoing indemnification is determined to be unavailable to any Lamonti Party or is insufficient to fully indemnify any such person, the Client will contribute to the amount paid or payable by such person as a result of any such claims in such proportion as is appropriate to reflect both the relative benefit and the relative fault of the Client on the one hand, and the Lamonti Parties on the other hand, and any other relevant equitable considerations in connection with the matters as to which such claims relate; provided, however, that in not event shall the amount to be contributed by all Lamonti Parties in the aggregate exceed the amount of compensation actually received by Lamonti under this Agreement.
- 8.4. Immediately upon execution of this Agreement, and as a condition to the obligations of Lamonti hereunder, the Client shall cause Lamonti and such other Lamonti Parties and Lamonti shall designate in writing to be added as additional named insured on the Client's comprehensive general liability and director's and officers' liability insurance policies, if any. If at any time a Lamonti representative designated to perform the services under this Agreement changes, the Client will immediately cause such successor representative to be added as a named insured on the Client's comprehensive general liability and directors' and officers' liability insurance policies.
- 8.5. Notwithstanding any other term hereof, the obligation to Lamonti with regard to the indemnification obligations of this Section 8 are solely the liability of the Client.

9. General.

- 9.1. Modification. No modification, amendment or addition to, or waiver of, any provisions of this Agreement shall be valid or enforceable unless in writing and signed by the parties hereto.
- 9.2. Legal Construction. The validity, interpretation and enforceability of this Agreement shall be determined in accordance with the substantive laws of the State of Washington, exclusive of choice of law provisions. If any provisions of the Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and to give effect as nearly as possible to the intent of the parties.
- 9.3. No Third Party Benefit. This Agreement is made solely for the benefit of the parties hereto, and no third party shall acquire any claim against Lamonti as a result of this Agreement.
- 9.4. Dispute Resolution. Any claim or dispute concerning, relating to or arising out of this Agreement shall be resolved by the Bankruptcy Court.
- 9.5. Notices. All notices under or concerning this Agreement shall in writing, may be given by personal delivery, overnight mail or United States mail, shall be effective only upon actual receipt, and shall be delivered to the party receiving notice at the address set forth in the preamble to this Agreement.
- 9.6. Miscellaneous. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns, but no party may assign any benefit or delegate any duty under this Agreement, voluntarily or by operation of law, without the written consent of the other parties. This agreement constitutes the parties' entire agreement with respect to its subject matter and is intended to supersede all prior negotiations, discussions and agreements and fully integrate the parties' agreement. This Agreement may be executed by facsimile and in any number of counterparts, each of which shall constitute an original and all of which shall constitute one agreement.

LAMONTI VENTURES, LLC

WEB PRESS CORPORATION

By: \_\_\_\_\_

Name: J. Andrew Wilson

Title: Principal

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit 5**



IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re: ) Chapter 11  
EZ LUBE, LLC, et al.,<sup>1</sup> )  
 ) Case No. 08-13256 (CSS)  
 ) (Jointly Administered)  
Debtors. )  
 ) **Related Docket No. 18**

**ORDER GRANTING MOTION OF THE DEBTORS PURSUANT TO 11 U.S.C. § 363  
FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF COFFEY  
MANAGEMENT COMPANY TO PROVIDE RESTRUCTURING SERVICES TO  
THE DEBTORS AND OF STEPHEN V. COFFEY AS CHIEF RESTRUCTURING  
OFFICER OF THE DEBTORS NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the motion (the "Motion")<sup>2</sup> of the Debtors, in the above-captioned cases, seeking entry of an order, pursuant to section 363 of the Bankruptcy Code, authorizing the employment of CMC to provide interim management to the Debtors; and the Court having reviewed the Motion, the Declaration of Stephen V. Coffey filed in support thereof; and the Court being satisfied based on the representations made in the Motion and in the Coffey Retention Declaration that neither CMC or Mr. Coffey represents an interest adverse to the Debtors' estates with respect to the matters upon which they are to be engaged, that they are disinterested persons as that term is defined under section 101(14) of the Bankruptcy Code, as modified by section 1107(b) of the Bankruptcy Code, and that their employment is necessary and would be in the best interests of the Debtors' estates, and after due deliberation and sufficient

<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are EZ Lube, LLC (6472) and Xpress Lube-Tech, Inc. (3770). The address for both Debtors is 3506 W. Lake Center Drive, Suite B, Santa Ana, CA 92704.

<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Motion.

cause appearing therefor, it is

ORDERED that the Motion is granted as modified herein; and it is further

ORDERED that, in accordance with section 363 of the Bankruptcy Code, the Debtors are authorized to employ and retain Coffey Management Company ("CMC") to perform restructuring services to the Debtors, and Stephen V. Coffey as CRO of the Debtors, *nunc pro tunc* to the Petition Date, on the terms set forth in the Application and the Engagement Letter and the Coffey Retention Declaration attached thereto, and shall not act in any other capacity in connection with the above cases; and it is further

ORDERED that, notwithstanding the approval of the Motion by this Order, the Debtors are not required to indemnify CMC (as provided in the Engagement Letter and attachments thereto); *provided, however*, that the Debtors are permitted to indemnify Mr. Coffey as CRO on the same terms as provided to the Debtors' other officers and directors under the corporate bylaws and applicable state law, and may name Mr. Coffey on the Debtors' directors and officers insurance policies and the Debtors' employment practices rider to the directors and officers insurance; and it is further

ORDERED that no principal or employee of CMC and its affiliates shall serve as director of any of the Debtors during the pendency of these cases; and it is further

ORDERED, that the payments contemplated in the Engagement Letter are hereby approved and may be made by the Debtors without any further order from this Court, *provided however*, that CMC shall file monthly statements of its fees and expenses as provided in the Motion, including time records describing tasks performed in summary format, and parties in interest shall have the right to object to fees paid when monthly reports of compensation earned

are filed with the Court, *provided further* that any such objection shall be filed within twenty (20) days of the filing of the monthly report; and it is further

ORDERED that success fees or transaction fees shall be approved by the Court at the conclusion of these cases on a reasonableness standard and are not pre-approved by entry of this order; and it is further

ORDERED that no success fee or transaction fee shall be sought upon conversion of these cases, dismissal of these cases for cause, or appointment of a trustee; and it is further

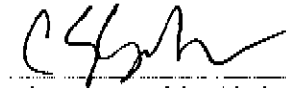
ORDERED that, in the event the Debtors seek to have CMC personnel assume executive officer positions that are different from the positions disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention should be filed; and it is further

ORDERED that for a period of three years after conclusion of the engagement, neither CMC or any of its affiliates shall make investments in the Debtors or the reorganized Debtors; and it is further

ORDERED that CMC shall continue to disclose any and all facts that may have a bearing on whether the firm, its affiliates and/or individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest; and it is further

ORDERED, that this Court shall retain jurisdiction over any and all matters arising from or related to the interpretation or implementation of this Order.

Dated: January 13, 2009



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The Honorable Christopher S. Sontchi  
United States Bankruptcy Judge

**Exhibit 6**

UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF FLORIDA  
FORT MYERS DIVISION  
www.flmb.uscourts.gov

In re:

WEEKS LANDING, LLC,  
SHELL COVE MARINE PROPERTIES, LLC,  
ESTERO COMMONS, LLC,  
131 GROUP, INC.,  
  
Debtors.

Chapter 11 Case

Case No. 9:06-bk-01721-ALP

Case No. 9:06-bk-01722-ALP

Case No. 9:06-bk-01723-ALP

Case No. 9:06-bk-01724-ALP

(Jointly Administered Under  
Case Number 9:06-bk-01721-ALP)

**ORDER: (A) GRANTING DEBTORS' APPLICATION FOR ORDER AUTHORIZING  
RETENTION OF GERARD A. MCHALE AS CHIEF RESTRUCTURING OFFICER  
NUNC PRO TUNC DECEMBER 1, 2006; AND (B) RESOLVING MOTION OF RCMP  
FOR APPOINTMENT OF CHAPTER 11 TRUSTEE**

**THIS CAUSE** came before the Court on December 14, 2006 at 10:30 a.m. to consider (a) the *Application for Order Authorizing Retention of Gerard A. McHale as Chief Restructuring Officer, Nunc Pro Tunc to December 1, 2006 Pursuant to Sections 105 and 363 of the Bankruptcy Code* (Docket #211) ("Application"), (b) the *Motion for Appointment of a Chapter 11 Trustee* (Docket #179), as supplemented with the Conditional Joinder To Chief Restructuring Officer Request (Docket #216) (collectively the "Trustee Motion") of RCMP Enterprises, LLC ("RCMP"), and (c) the *Debtors' Response and Objection To RCMP Enterprises, LLC's Motion For Appointment of a Chapter 11 Trustee* (the "Objection") (Docket #185).

Pursuant to the Application, Weeks Landing LLC and Shell Cove Marine Properties, LLC (the "Companies")<sup>1</sup> seek authority to retain Gerard A. McHale and Gerard A. McHale, P.A. (together "McHale P.A.") to serve as their Chief Restructuring Officer with exclusive control, *nunc pro tunc*, to December 1, 2006. The Trustee Motion originally sought appointment of a

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<sup>1</sup> Capitalized terms used in this order and not otherwise defined herein shall have the meanings ascribed in the Application.

Chapter 11 trustee, but was subsequently amended to join in the request to appoint McHale P.A. as Chief Restructuring Officer as set forth conditionally in the second supplement. The Application, as amended on the record and in open Court at the request of the United States Trustee, to include the provision that McHale P.A. is not subject to termination absent order of the Court and to address certain compensation and indemnification issues, had the consent of RCMP Enterprises, LLC and Carmelo J. Natoli Revocable Trust. First Integrity Bank objected to the Application. The Application, if approved, also resolves the disputes pertaining to the Trustee Motion and the Objection.

This Court has reviewed the Application and the entire record in these cases. The Court heard the arguments of counsel with respect to the Application, and being otherwise fully advised in the premises, does for the reasons announced on the record and in open Court

HEREBY ORDER as follows:

1. The Application is GRANTED, as modified on the record in open Court and by this order.
2. The objection of First Integrity Bank is overruled.
3. The Companies are authorized to retain McHale P.A. to serve as Chief Restructuring Officer, *nunc pro tunc*, to December 1, 2006, pursuant to the terms of the Engagement Letter, attached hereto as “Exhibit A” as modified by this Order.
4. The terms of the Engagement Letter are modified to provide as follows:
  - a. McHale P.A. shall provide copies of its detailed work in progress every fifteen (15) days to the Debtors and Owner;
  - b. The Companies are authorized to pay McHale P.A. a retainer of \$25,000 which shall be funded as an advance under the Court approved debtor-in-possession loan provided by RCMP Enterprises, LLC. McHale P.A. shall submit monthly invoices to the

Debtors and serve a copy on counsel for each of the Debtors' pre-petition and post-petition secured lenders, counsel for Michele Pessin and the United States Trustee. If no objection to the invoice is served upon McHale P.A., the Debtors and their counsel within ten (10) days, the Debtors shall be authorized to pay McHale P.A., 80% of the fees and 100% of the costs reflected in the invoice. In addition, McHale P.A. shall file periodic applications for compensation no less frequently than every 120 days;

c. McHale P.A. shall be entitled to receive Indemnification from the Companies only upon further order of the Court following an application and a hearing; and

d. McHale P.A. is not subject to termination absent voluntary resignation or for cause shown after a motion and order of this Court. The Debtors may terminate McHale P.A. following the entry of an order on motion of the Debtors or Ms. Pessin. The Court will consider any motion to terminate McHale P.A. on an emergency basis with expedited notice to all parties. McHale shall provide 15 days prior written notice to the Debtors if he wishes to resign.

5. The Trustee Motion, as modified to seek in the alternative appointment of McHale P.A. under the terms of this Order, is granted to the extent that this Order approves the same. To the extent other relief is requested, the Trustee Motion is denied without prejudice.

6. This Order is effective immediately upon entry. The Court retains jurisdiction to enforce the terms of the Application, as modified, and this Order.

DONE AND ORDERED in the Middle District of Florida on December 19, 2006.

  
CATHERINE PEEK McEWEN  
U.S. BANKRUPTCY JUDGE

Copies furnished to:  
Jordi Gusó, Esq.

*(Attorney Gusó is instructed to serve a conformed copy of this Order upon all interested parties immediately upon receipt).*



## EXHIBIT “A”

**WEEKS LANDING, LLC,  
SHELL COVE MARINE PROPERTIES, LLC**

**Special Project Work Agreement**

Weeks Landing, LLC and Shell Cove Marine Properties, LLC (the "Companies"), subject to the approval of the Bankruptcy Court, agree to engage Gerard A. McHale and Gerard A. McHale, Jr., P.A. (together, "McHale, P.A.") to perform project services according to the following terms:

**I. Project Services: Fees**

McHale, P.A. will perform the services described in Schedule A attached hereto during the course of this engagement, beginning *nunc pro tunc* from December 1, 2006 subject to bankruptcy court approval. The Companies will pay McHale, P.A. at the rate of \$275 per hour ("Project Fees"). In addition, in the event that the Companies successfully close a transaction via a plan of reorganization, sale or other transaction (in each case a "Transaction") that results in the payment in full to the holders of allowed administrative, priority, secured, and general unsecured claims, Michele Pessin ("Owner") shall also pay McHale, P.A. a success fee (the "Success Fee") calculated as follows:

- If a Transaction is consummated on or before April 1, 2007, the Success Fee shall equal twenty percent (20%) of the value of any cash or non-cash distribution received by Owner as the equity security holders of the Companies under the Transaction;
- If a Transaction is consummated on or before June 1, 2007, the Success Fee shall equal fifteen percent (15%) of the value of any cash or non-cash distribution received by Owner as the equity security holders of the Companies under the Transaction;
- If a Transaction is consummated on or before August 1, 2007, the Success Fee shall equal ten percent (10%) of the value of any cash or non-cash distribution received by Owner as the equity security holders of the Companies under the Transaction.

Notwithstanding the foregoing formula, the Success Fee shall be no less than \$50,000. McHale, P.A. shall submit monthly invoices to the Debtors and serve a copy on counsel for RCMP, each of the Company's secured lenders, and the United States Trustee. If no objection to the invoice is served upon McHale, P.A., the Debtors and their counsel within ten (10) days, the Debtors shall be authorized to pay McHale's fees and expenses without further order of the Court. If an objection is served, the Debtors shall be authorized to pay the undisputed portion of the invoice and the remaining dispute shall be adjudicated by the Court after notice and a hearing. The Success Fee and the Project Fees shall be subject to the approval of the Court upon application and a hearing at the conclusion of McHale, P.A.'s engagement.

**II. Payment**

- A. The Companies will pay McHale, P.A. the Project Fees as an administrative priority obligation as funds become available by the Debtors. The Companies will reimburse McHale, P.A. directly for reasonable travel and out-of-pocket business expenses as funds are available to the Debtors. All reimbursements

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of expenses will be supported by submission of expense reports to the Companies.

- B. McHale, P.A. will be entitled to receive all reasonable costs and expenses incidental to the collection of overdue amounts under this agreement, including but not limited to attorneys' fees actually incurred.

### **III. McHale, P.A. Personnel: Relationship of the Parties**

- A. Gerard A. McHale, Jr., partner of Gerard A. McHale, Jr., P.A. will perform services for the Companies.
- B. The parties agree that McHale, P.A. and Gerard A. McHale, Jr. will be serving the Companies as independent contractors for all purposes and not as employees, agents, or partners of or joint venturers with the Companies and that the parties will not be joint employers of Gerard A. McHale, Jr. McHale, P.A. and Gerard A. McHale, Jr., therefore will have control over the order and sequence of project work and the specific hours worked and will not be subject to the Companies' withholding of income or employment taxes. McHale, P.A. assumes sole responsibility for such withholding, as well as for complying with any federal, state and local employment laws and ordinances including but not limited to workers' compensation and unemployment insurance.
- C. The Companies acknowledge that McHale, P.A.'s success in performing the services depends on the participation, cooperation, and support of the Company's most senior management.
- D. Gerard A. McHale, Jr. will be or serve as the chief restructuring officer. The companies will give full authority and control of the Companies as the Chief Restructuring Officer, including control over direction of the professionals employed by the Companies. For the avoidance of doubt, immediately upon approval of this agreement by the bankruptcy court (and subject to such further approval of the bankruptcy court as the context may require), Gerard A. McHale, Jr. will have the sole and exclusive authority for all operational issues, including without limitation, the authority to negotiate of any Transaction, negotiating the terms of any debtor in possession financing, and to execute and sign any and all documents on behalf of the Companies, including but not limited to checks and other means of payment, federal or state securities filings, tax filings, contracts, plans, disclosure statements, documents required of Debtors in Chapter 11, or representations and warranties on behalf of the Companies. McHale, P.A. shall provide courtesy copies of all documents to Owner prior to execution and thereafter provide fully executed copies.
- E. McHale, P.A.'s services will not constitute an audit, review, or compilation, or any other type of financial statement reporting or attestation engagement that is subject to the rules of the AICPA or other similar state or national professional bodies.

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- F. None of the parties will be liable for any delay or failure to perform under this agreement (other than with respect to payment obligations) if and to the extent such delay or failure is a result of an act of God, war, earthquake, civil disobedience, court order, labor dispute, or other cause beyond such party's reasonable control.

#### **IV. Termination**

Following such time as Gerard A. McHale, Jr., has commenced rendering services hereunder, either party may terminate this agreement at any time effective immediately upon written notice to the other parties of such termination by filing a copy of same in the bankruptcy court. McHale, P.A. agrees not to serve in any other capacity with relation to the Companies or the proposed Transaction, including but not limited to, as Chapter 11 or Chapter 7 trustee.

#### **V. Disclaimers, Limitations or Liability, & Identity**

- A. The Companies acknowledge to McHale, P.A. that, as of the date of this agreement it is operating under the provisions of Chapter 11 bankruptcy in the Middle District of Florida. Although McHale, P.A. will endeavor to assist the Companies in reorganizing, and confirming a plan or reorganization, McHale, P.A. offers no assurances that the Companies can otherwise be restructured or that the Companies' distressed condition can be reversed.
- B. The Companies acknowledge that any information, including any resources delivered through McHale, P.A.'s proprietary information and technology system, will be provided by McHale, P.A. as a tool to be used in the discretion of the Companies. McHale, P.A. makes no representation or warranty as to the accuracy or reliability of reports, projections, forecasts, or any other information derived from use of McHale, P.A.'s resources, and McHale, P.A. will not be liable for any claims of reliance on such reports, projections, forecasts, or information. McHale, P.A. will not be liable for any non-compliance of reports, projections, forecasts, or information or services with federal, state, or local laws or regulations. Such reports, projections, forecasts, or information or services are for the sole benefit of the Companies and not any unnamed third parties. McHale, P.A. assumes no responsibility or liability under this agreement other than to render the services called for hereunder and will not be responsible for any action taken by the Companies in following or declining to follow any of McHale, P.A.'s advice or recommendations.
- C. The Companies agree to indemnify McHale, P.A. and Gerard A. McHale, Jr. to the full extent permitted by law for any losses, costs, damages, and expenses (including reasonable attorneys' fees), as they are incurred, in connection with any third party cause of action, suit, or other proceeding arising in connection with McHale, P.A. or Gerard A. McHale, Jr.'s provision of services to the Companies. This indemnity will not apply to Gerard A. McHale, Jr.'s gross negligence or willful misconduct.
- D. In the event that any employees of McHale, P.A. (including without limitation Gerard A. McHale, Jr.) is subpoenaed or otherwise required to appear as a

witness or McHale, P.A. or any employee is required to provide evidence, in any case in connection with any action, suit, or other proceeding initiated by a third party or by the Companies against a third party, then the Companies shall reimburse McHale, P.A. for the costs and expenses (including reasonable attorneys' fees) actually incurred by McHale, P.A., employees of McHale, P.A., or Gerard A. McHale, Jr. with compensation at McHale, P.A.'s customary rate for the time incurred.

- E. As a condition for recovery of any liability, the Companies must give McHale, P.A. written notice of the alleged basis for liability within thirty (30) days of discovering the circumstances giving rise thereto, in order that McHale, P.A. will have the opportunity to investigate in a timely manner and, where possible, correct or rectify the alleged basis for liability, provided that the failure of the Companies to give such notice will only affect the rights of the Companies to the extent that McHale, P.A. is actually prejudiced by such failure. In any event the Companies must assert any claim against McHale, P.A. within three (3) months after discovery or sixty (60) days after the termination or expiration of this agreement, whichever is earlier. Any such claim shall be asserted exclusively before the Bankruptcy Court. The parties agree to venue and jurisdiction before the Bankruptcy Court.
- F. McHale, P.A. will not be liable in any event for incidental, consequential, punitive, or special damages, including without limitation, any interruption of business or loss of business, profit, or goodwill.

## **VI. Insurance**

If the Companies have directors' and officers' liability insurance (including "entity coverage") and/or errors and omissions liability insurance in effect, the Companies will provide such insurance coverage for McHale, P.A., along with written evidence to McHale, P.A. that Gerard A. McHale, Jr. is covered by such insurance.

Furthermore, the Companies will maintain such insurance coverage with respect to occurrences arising during the term of this agreement for at least three years following the termination or expiration of this agreement or will purchase a directors' and officers' extended reporting period, or "tail," policy to cover Gerard A. McHale, Jr.

## **VII. Miscellaneous Provisions**

- A. The provisions on the attached Schedule A are incorporated herein by reference. The provisions concerning payment of the Project Fees and reimbursement of costs and expenses, and the success fee, limitation of liability, indemnity, directors'; and officers' insurance and arbitration will survive the expiration or any termination of this agreement.
- B. The Companies agree to allow McHale, P.A. to use the Companies' logo and name on McHale, P.A.'s website and other marketing materials for the sole purpose of identifying the Company as a client of McHale, P.A. McHale, P.A. will not use the Companies' logo or name in any press release or general circulation advertisement without the Companies' prior written consent.

- C. Neither the Companies nor McHale, P.A. will be deemed to have waived any rights or remedies accruing under this agreement unless such waiver is in writing and signed by the party electing to waive the right or remedy.
- D. This agreement will be governed by and constructed in all respects in accordance with the laws of the State of Florida without giving effect to conflicts-of-laws principles.
- E. The terms of this agreement are severable, and they may not be amended except in writing signed by McHale, P.A. and the Companies. If any portion of this agreement is found to be unenforceable, the rest of the agreement will be enforceable except to the extent that the severed provision deprives either party of a substantial portion of its bargain. This agreement binds and benefits the successors of McHale, P.A. and the Companies.
- F. This agreement contains the entire agreement between McHale, P.A. and the Companies superseding any prior oral or written statements or agreements.
- G. Nothing in this agreement shall confer any rights upon any person or entity other than the parties hereto and their respective successors and permitted assigns and Gerard A. McHale, Jr.
- H. Each person signing below is authorized to sign on behalf of the party indicated, and in each case such signature is the only one necessary.

Weeks Landing, LLC.  
Shell Cove Marine Properties, LLC.

Gerard A. McHale, Jr., P.A.

Michele Pessin  
Signature

Gerard A. McHale, Jr.  
Signature

Michele Pessin, managing member  
Name and Title

GERARD A. McHale, Jr., CRO  
Name and Title

12/13/06  
Date Signed

12/13/06  
Date Signed

Consented and Agreed To:

Michele Pessin  
Michele Pessin, sole member

12/13/06  
Date Signed

**Schedule A**  
**Special Project Work Agreement**  
**Description of Services**

The following is a description of the services to be performed for the Companies by Gerard A. McHale, Jr., P.A. ("McHale, P.A."). None of these services is intended to cause Gerard A. McHale, Jr. to perform the functions or role of any officer of the Companies and, in accordance with the terms of this special Project Agreement, none of these services shall consist of or require that the Gerard A. McHale, Jr. sign any authorization for payments or other document on behalf of the Companies.

McHale, P.A. will assist the Companies in identifying, negotiating and consummating a Transaction which may include confirming a plan of reorganization and provide executive and financial consulting services to the management of the debtor.

- Evaluate the liquidity needs of each of the Companies and negotiate, if appropriate, the terms of additional debtor in possession financing;
- Evaluate each of the investment properties and assist in the development of a specific marketing plan with regard to each;
- Negotiate with and verify the financial capacity of all potential buyers and transaction partners, including RCMP;
- Represent the Companies in dealings and negotiations with creditors.
- Advise the Debtors in managing and complying with requirements of the Chapter 11 case.
- Perform financial analysis of development plans for any of the properties. Assist the debtor in negotiating with lenders, securing additional financing, and meeting custodial and reporting requirements prospectively.
- Assist in the development and implementation of a Transaction.

AP 

## 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: 1901 Avenue of the Stars, 12<sup>th</sup> Floor, Los Angeles, California 90067. A true and correct copy of the foregoing document entitled (*specify*): **APPENDIX IN SUPPORT OF DEBTORS' MOTION PURSUANT TO BANKRUPTCY CODE SECTIONS 105(a) AND 363 FOR ENTRY OF AN ORDER AUTHORIZING THE EMPLOYMENT OF EXECUTIVE SOUNDING BOARD ASSOCIATES INC. TO PROVIDE CRISIS MANAGEMENT SERVICES AND TO PROVIDE ROBERT D. KATZ TO SERVE AS CHIEF RESTRUCTURING OFFICER FROM THE PETITION DATE** 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 30, 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 30, 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 (*date*) July 30, 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**

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

The Honorable Sheri Bluebond  
U.S. Bankruptcy Court Central District of California  
255 East Temple Street, Suite 1482  
Los Angeles, CA 90012

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

July 30, 2013  
Date

Therese A. Barron  
Printed Name

/s/ Therese A. Barron  
Signature

---

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.



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

Brian L Davidoff on behalf of Creditor Quercus Trust  
bdavidoff@greenbergglusker.com,  
jreinglass@greenbergglusker.com;kwoodson@greenbergglusker.com;calendar@greenbergglusker.com;sgae  
ta@greenbergglusker.com

Patrick B Howell on behalf of Creditor Sensient Imaging Technologies S.A., Sensient Technologies  
Corporation  
phowell@whdlaw.com, dprim@whdlaw.com;tmichalak@whdlaw.com

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

David W. Meadows on behalf of Creditor Virginia Electric And Power Co  
david@davidwmeadowslaw.com

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

Margreta M Morgulas on behalf of Debtor Transprint USA, Inc.  
mmorgulas@stutman.com

Michael S Neumeister on behalf of Debtor Colorep, Inc.  
mneumeister@stutman.com

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

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

Jeffrey M. Reisner on behalf of Interested Party Courtesy NEF  
jreisner@irell.com

United States Trustee (LA)  
ustprejon16.la.ecf@usdoj.gov

**2. SERVED BY UNITED STATES MAIL:**

Colorep, Inc.  
6400.000  
575094v1

Debtor:  
Colorep, Inc.  
c/o Law Offices of Joseph P. Bartlett  
1900 Avenue of the Stars, 20th Floor  
Los Angeles, CA 90067

Office of the US Trustee  
Ron Maroko , Esq.  
725 S Figueroa St Ste 2600  
Los Angeles, CA 90017

Secured Lenders

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This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California.

June 2012

**F 9013-3.1.PROOF.SERVICE**

Meserole, LLC Attn: Ari Hirt 152 W 57th Street, 4th Floor New York, NY 10019	Counsel to Meserole LLC DLA Piper LLP (US) Attn: Stuart Brown 919 North Market St., #1500 Wilmington, DE 19801	Parties Asserting a Secured Interest
Debs Corporation 8F Honmachi Center Building 2-6-10 Honmachi Chuo-ku Osaka 541-0053 JAPAN	BDG (Larry Levy) 177 Riverside Drive Newport Beach, CA 92663	Cheran Digital Imaging & Consulting 798 Burnt Gin Road Gaffney, SC 29340
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
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	Counsel to Waste Management of Virginia David H. Gougher PC 7834 Forest Hill Avenue Richmond, VA 23225
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	Counsel to Vern & Mary Jane Michael LC Litten & Sipe Attn: Melisa G. Michelsen 410 Neff Avenue Harrisonburg, VA 22801
Roy Rolando 509 Wirt Avenue Elkton, VA 22827	Counsel to Roy Rolando Roland Santos 52 E Market Street Harrisonburg, VA 22801	Riddleberger Brothers 6127 S. Valley Pike Mt. Crawford, VA 22841
Counsel to Riddelberg Brothers Attn:Andrew S. Baugher Lenhart Obenshain P.C. PO Box 1287 Harrisonburg, VA 22803-1287	Victoria Home Imp. LLC 3200 Honey Flower Ct Chesapeake, VA 23323-1952	Summit Financial Resources 2455 East ParleysWay, Salt Lake City, UT 84109
Faunus Group International, Inc. 80 Broad Street, 22nd Floor New York, NY 10004	David Gelbaum, Trustee Quercus Trust 1835 Newport Blvd, A109 - PMB 467 Costa Mesa, CA 92627	Counsel for Quercus Trust Brian Davidoff, Esq. Greenberg Glusker, et al. 1900 Ave. of the Stars, 21st Fl Los Angeles, CA 90067

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2600 Netherland Avenue, #520  
Bronx, NY 10463 - 4857

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2680 Silver View Drive  
Orono, MN 55356

Anne Rand  
392 Rutland Avenue  
Teaneck, NJ 07666

Steven R. Jacobson  
2600 Netherland Avenue, #520  
Bronx, NY 10463

Sensient Imaging Technologies  
777 East Wisconsin Avenue  
Milwaukee, WI 53202-5304

Valley Industrial Trucks  
1152 Meadowbrook Ave.  
Youngstown, OH 44512

Valley Industrial Trucks (NMAC)  
990 W 190th St  
Torrance, CA 90502-1014

Internal Revenue Service  
PO Box 145595  
Cincinnati, OH 45250-5595

Kuehne & Nagel, Inc.  
Stephen Savarese, Esq.  
10 Exchange Place  
Jersey City, NJ 07302

Counsel to Kuehne & Nagel, Inc.  
Halperin Battaglia Raicht, LLP  
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New York, NY 10005

Compressor Parts & Repairs  
8256 Rising Creek Ln  
Broadway, VA 22815

Essex Temporary Service, Inc.  
1501 Broadway  
Suite 601  
New York, NY 10036

Dougherty Equipment  
591 Belle Circle  
Harrisonburg, VA 22801

Geno's Coffee LLC  
253 Bookerdale Rd  
Waynesboro, VA 22980

Pitney Bowes Credit Corp  
27 Waterview Dr  
Shelton, CT 06484-4301

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Kaufman Management Co., LLC  
Attn: Steven J. Kaufman  
450 Seventh Avenue  
New York, New York 10123

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3201 N 1-85  
Charlotte, NC 28269

Silvious, Peggy R.  
623 Gypsy Ln,  
Elkton, VA, 22827

Silvious, Peggy R.  
995 Floyd Cir, Mc  
Gaheysville, VA, 22840

Robert Fellows  
1176 Portland Dr  
Harrisonburg, VA 22801-8627

Deborah Wagner  
5048 Scotts Ford Road  
Mount Crawford, VA 22841

20 Largest Creditors

Anthem Blue Cross Blue Shield  
Attn: Dianne Loving  
P.O. Box 580494  
Charlotte, NC 28258

Domtar Corporation  
Port Huron Mill  
1700 Washington Avenue  
Port Huron, Michigan 48060

Domtar Corporation  
Subsidiary Of Domtar Ind  
1700 Washington Avenue  
Port Huron, MI 48060

Dominion Va Power  
Attn: Barbara Smith  
P.O. Box 26666  
Richmond, VA 23261-6666

Dominion Virginia Power  
P.O. Box 26019  
Richmond, VA 23260-6019

Krausz Puente LLC  
c/o The Krausz Companies  
44 Montgomery St, Ste 3300  
San Francisco, CA 94104

Krausz Puente LLC  
11383 Newport Dr  
Rancho Cucamonga, CA  
91730-5536

Stonefield Josephson, Inc.  
Attn: Steve Rapattoni, CPA  
5 Park Plaza, Suite 700  
Irvine, CA 92614

Susan D'Arcy  
aka SRD International  
95 East Broadway  
Roslyn, NY 11576

Mimaki USA, Inc.  
c/o Wiliam Hearnburg, Jr.  
Smith, Gambrell & Russell  
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Atlanta, GA 30309

Mimaki USA, Inc.  
Dept. CH 17368  
Palatine, IL 6055-7368

Bonnie Julian  
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New York, New York 10018

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Irvine, CA 92614-4271

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500 Ross St. Rm 154-0455  
Pittsburg, PA 15252

Federal Express Corp.  
PO Box 371461  
Pittsburgh, PA 15250-7461

Stand Energy Corporation  
Attn Kathy Kellems, Credit Manager  
1077 Celestial St  
Suite 110  
Cincinnati, OH 45202

Stand Energy Corporation  
PO Box 632712  
Pittsburgh, PA 15250-7461

Carlo Tenconi  
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Milan 20144  
ITALY

Atlantic Paper Company  
430 Feheley Drive  
King of Prussia, PA 19406

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Attn: Doug Putney  
1001 Old Bermuda Hundred Rd  
Chester, VA 23836

Univar USA, Inc.  
P. O. Box 409692  
Atlanta, GA 30384-9692

PBMares /PBGH  
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558 South Main Street  
Harrisonburg, VA 22801

Columbia Gas GTS Account  
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Cincinnati, OH 45274-2529

Chemsolv, Inc.  
P.O. Box 13847  
Roanoke, VA 24037

Dupont Company  
Attn: Jenna Pike  
1007 Market Street  
Wilmington, DE 19898

Dupont Company  
Cashier's Office D-8003-3  
1007 Market Street  
Wilmington, DE 19898

Shelter Capital Partners fka  
Yazam LLC  
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Los Angeles, CA 90024

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The Woodlands, Texas 77380

Nexeo Solutions LLC  
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Chicago, IL 60693-0621

Other Parties in Interest

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Served Via Certified Mail  
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Harrisonburg, VA 22801

Governmental Agencies

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Philadelphia, PA 19101-7346

Employment Development  
Department  
Bankruptcy Group MIC 92E  
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Sacramento, CA 94280-0001

State of California Franchise Tax  
Board  
Bankruptcy Section, MS: A-340  
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Sacramento, CA 95812-2952

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Bankruptcy /Special Procedures  
Section  
PO Box 5300  
Albany, NY 12205-0300

NYC Dept. of Finance  
345 Adams Street, 3rd Fl.  
Attn: Legal Affairs  
Brooklyn NY 12201

US Environmental Protection  
Agency  
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Mail Code 2272A  
Washington, DC 20004-2004

Virginia Department of Taxation  
Office of Customer Services  
PO Box 1115  
Richmond, VA 23218-1115

North Carolina Department of  
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Raleigh NC 27604

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California Department of Justice  
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