Exhibit A

Proposed Order

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	)	Chapter 11
	)	
HMP SERVICES HOLDING SUB III, LLC, et al.[1]	)	Case No. 10-13618 (BLS)
	)	
Debtors.	)	Jointly Administered
	)	
	)	**Related to Docket No. 24**
	)	

ORDER GRANTING DEBTORS' MOTION PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) FOR (1) AUTHORITY TO RETAIN ARGUS MANAGEMENT CORPORATION TO PROVIDE RESTRUCTURING SERVICES TO THE DEBTORS AND DESIGNATING JOHN G. HAGGERTY AS CHIEF RESTRUCTURING OFFICER AND PETER SULLIVAN AS ASSISTANT RESTRUCTURING OFFICER *NUNC PRO TUNC* TO THE PETITION DATE AND (2) APPROVAL OF APPOINTMENT OF SUCH OFFICERS

Upon the Debtors' motion (the "Motion")[2] pursuant to 11 U.S.C. §§ 105(a) and 363(b) for (a) authority to retain Argus Management Corporation to Provide Restructuring Services to the Debtors and Designating John G. Haggerty as Chief Restructuring Officer and Peter Sullivan as Assistant Restructuring Officer, *Nunc Pro Tunc* to the Petition Date and (b) Approval of Appointment of Such Officers; the Court finds that jurisdiction over this matter is proper and that notice of the Motion and the hearing thereon was sufficient under the circumstances, and upon the record herein after due deliberation thereon, good and sufficient cause exists for the relief granted herein:

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1 The Debtors and the last four digits of their respective taxpayer identification numbers are: (i) HMP Services Holding Sub III, LLC f/k/a Charrette LLC (3196) and (ii) HMP Services Holding, Inc. f/k/a Harold M. Pitman Company (0980). HMP Services Holding Sub III, LLC is a Delaware limited liability company.

2 Unless the context indicates otherwise, capitalized terms not defined herein shall have the meaning ascribed to them in the Motion.

It is hereby **ORDERED, ADJUDGED AND DECREED** that:

1. The Motion is **GRANTED** as provided for herein.

2. The Debtors are authorized to engage Argus Management Corporation ("Argus") and appoint John G. Haggerty as Chief Restructuring Officer and Peter Sullivan as Assistant Restructuring Officer of the Debtors, on the terms described in the Motion and the Engagement Letter, subject to the following terms, which apply notwithstanding anything in the Motion or any exhibit(s) related thereto to the contrary:

   i. Argus and its affiliates shall not act in any other capacity than that described in the Motion (for example, and without limitation, as a financial advisor, claims agent/claims administrators, or investor/acquirer) in connection with the above-captioned cases.

   ii. In the event the Debtors seek to have Argus personnel assume executive officer positions that are different than the position disclosed in the Motion, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new personnel, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed.

   iii. Argus shall file with the Court with copies to the United States Trustee ("U.S. Trustee") and any official committees appointed, 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.

   iv. No principal, employee or independent contractor of Argus and its affiliates shall serve as a director of any of the above-captioned Debtors during the pendency of the above-captioned cases.

   v. Argus shall file with the Court, and provide notice to the U.S. Trustee and any official committees appointed, 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. Time records shall (i) be made available upon request, (ii) contain detailed time entries describing the task(s) performed, and (iii) be organized by project category. Where personnel are providing services at an hourly rate, the time entries shall identify the time spent completing each task in 1/10/hour increments and

the corresponding charges (time multiplied by hourly rate) for each task; where personnel are providing services at a "flat" rate, the time entries shall be kept in hourly increments. All compensation shall be subject to review by the Court in the event an objection is filed.

vi. 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.

vii. 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.

viii. There shall be no other indemnification of Argus or its affiliates.

ix. For a period of three years after the conclusion of the engagement, neither Argus nor any of its affiliates shall make any investments in the Debtors or the Reorganized Debtors.

x. Argus shall disclose any and all facts that may have a bearing on whether the firm, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtors, their creditors, or other parties in interest. The obligation to disclose identified in the foregoing sentence is a continuing obligation.

Dated: _____, 2010

_____
United States Bankruptcy Judge