UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE HMP Services Holding Sub III, LLC, et al. Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5082 New York, NY 10150-5082	PROOF OF CLAIM	
Name of Debtor Against Which Claim is Held Case No. of Debtor		I: USBC - District of Delaware MP Services Holding, Et Al.
Pitman Company 10-136/8 (BLS)		10-13618 (BLS) 0000000095
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)  International Sign Association  1001 N. Fairtax St.	Check this box to indicate that this claim amends a previously filed claim.	
1001 N. Failtax St. Soite 301 Alexandria, VA 22314 Alexandria, VA 22314 Telephone number: Brandon. hensleye Signs. org	Court Claim Number:	
Alexandria, VA 22319 hrandon. hensleye	Filed on:	
Telephone number: Email Address: Signs. of 9		
Name and address where payment should be sent (if different from above)	Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
Telephone number: Email Address:	☐ Check this box if you are the debtor or trustee in this case.	
1. Amount of Claim as of Date Case Filed: \$ 56.0000  If all or part of your claim is secured, complete Item 4 below, however, if all of your claim is unsecured, do not complete item 4.  If all or part of your claim is entitled to priority, complete Item 5.  If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9), complete Item 6.		5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.
Check this box if claim includes interest or other charges in addition to the print Attach itemized statement of interest or additional charges.	ncipal amount of the claim.	Specify the priority of the claim:
2. Basis for Claim: Signed Contract for Space (See instruction #2 on reverse side.)		☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). ☐ Wages, salaries or commissions (up to
3. Last four digits of any number by which creditor identifies debtor:		\$11,725), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of information. Nature of property or right of setoff:  Real Estate  Motor Vehicle Describe:	□ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5). □ Up to \$2,600 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C.	
Value of Property: \$ Annual Interest Rate % Amount of arrearage and other charges as of time case filed included in secured claim, if any:		§ 507(a)(7).  ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
\$Basis for perfection:		U.S.C. § 507(a)().
Amount of Secured Claim: \$ Amount Unsecured: \$		Amount entitled to priority:
6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § (See instruction #6 on reverse side.)	(503(b)(9): \$	<b>s</b>
7. Credits: The amount of all payments on this claim has been credited for the purpose of any documents that support the claim such as		FOR COURT USE ONLY
8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. You		
may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 8 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.		FILED / RECEIVED
If the documents are not available, please explain:		FEB - 7 2011
Date: Signature: The person filing this claim must sign it. Sign and print name and person authorized to file this claim and state address and telephone number if diabove. Attach copy of power of attorney, if any.  W.M. C.W. WILLIAM C. WI	ifferent from the notice address	EPIQ BANKRUPTCY SOLUTIONS, LLC
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imp	prisonment for up to 5 years, or both	n. 18 U.S.C. §§ 152 and 3571.

#### INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, there may be exceptions to these general rules.

Items to be completed in Proof of Claim form

Name of Debtor, and Case Number: Fill in the name of the Debtor in the bankruptcy case, and the bankruptcy case number.

10-13618 HMP Services Holding Sub III, LLC 10-13619 HMP Services Holding, Inc.

If your Claim is against multiple Debtors, complete a separate form for each Debtor.

#### Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

#### 1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the Bankruptcy filing. Follow the instructions concerning whether to complete items 4, 5 and 6. Check the box if interest or other charges are included in the claim.

#### 2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if the trustee or another party in interest files an objection to your

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor: State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

#### 3a. Debtor May Have Scheduled Account As:

Use this space to report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

#### 4. Secured Claim;

Check the appropriate box and provide the requested information if the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See DEFINITIONS, below.) State the type and the value of property that secures the claim, attach copies of lien documentation, and state annual interest rate and the amount past due on the claim as of the date of the bankruptcy filing.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. §507(a).

If any portion of your claim falls in one or more of the listed categories, check the appropriate box(es) and state the amount entitled to priority. (See DEFINITIONS, below.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

#### 6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. §503(b)(9)

State the value of any goods received by the debtor within 20 days before the date of commencement in which the goods have been sold to the debtor in the ordinary course of the debtor's business.

#### 7. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

#### 8. Documents:

Attach to this proof of claim form redacted copies documenting the existence of the debt and of any lien securing the debt. You may also attach a summary. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary. FRBP 3001(c) and (d). If the claim is based on the delivery of health care goods or services, see instruction 2. Do not send original documents, as attachments may be destroyed after scanning.

#### Date and Signature:

The person filing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2), authorizes courts to establish local rules specifying what constitutes a signature. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. Attach a complete copy of any power of attorney. Criminal penalties apply for making a false statement on a proof of claim.

#### DEFINITIONS

#### Debtor

A debtor is the person, corporation, or other entity that has filed a bankruptcy case.

A creditor is the person, corporation, or other entity owed a debt by the debtor on the date of the bankruptcy filing.

#### Claim

A claim is the creditor's right to receive payment on a debt that was owed by the debtor on the date of the bankruptcy filing. See 11 U.S.C. §101 (5). A claim may be secured or unsecured.

#### Proof of Claim

A proof of claim is a form used by the creditor to indicate the amount of the debt owed by the debtor on the date of the bankruptcy filing. The creditor must filethe form with the Claims Agent at the following address:

HMP Services Holding Sub III, LLC, et al. Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5082 New York, NY 10150-5082

#### Secured Claim Under 11 U.S.C. §506(a)

A secured claim is one backed by a lien on property of the debtor. The claim is secured so long as the creditor has the right to be paid from the property prior to other creditors. The amount of the secured claim cannot exceed the value of the property. Any amount owed to the creditor in excess of the value of the property is an unsecured claim. Examples of liens on property include a mortgage on real estate or a security interest in a car.

A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment is a lien. A claim also may be secured if the creditor owes the debtor money (has a right to setoff).

#### **Unsecured Claim**

An unsecured claim is one that does not meet the requirements of a secured claim. A claim may be partly unsecured if the amount of the claim exceeds the value of the property on which the creditor has a lien.

Claim Entitled to Priority Under 11 U.S.C. §507(a) Priority claims are certain categories of unsecured Claims that are paid from the available money or property in a bankruptcy case before other unsecured claims.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. A creditor should redact and use only the last four digits of any social-security, individual's tax identification, or financial-account number, all but the initials of a minor's name and only the year of any person's date of birth.

#### Evidence of Perfection

Evidence of perfection may include a mortgage, lien, certificate of title, financing statement, or other document showing that the lien has been filed or recorded.

#### INFORMATION

#### Acknowledgment of Filing of Claim

To receive acknowledgment of your filing, you may either enclose a stamped self-addressed envelope and a copy of this proof of claim, or you may access the Claims Agent's system (http://chapter11.epigsystems.com/hmp)to view your filed proof of claim.

#### Offers to Purchase a Claim

Certain entities are in the business of purchasing claims for an amount less than the face value of the claims. One or more of these entities may contact the creditor and offer to purchase the claim. Some of the written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court or the debtor. The creditor has no obligation to sell its claim. However, if the creditor decides to sell its claim, any transfer of such claim is subject to FRBP 3001(e), any applicable provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.), and any applicable orders of the bankruptcy court.

## **ISA International Sign Expo 2011**

April 27-30, 2011 • Mandalay Bay Convention Center • Las Vegas, NV .

# CONTRACT FOR EXHIBIT SPACE \* Add to want

A. EXHIBIT SPACE RENTAL FEE:		
The rental fee in US dollars per net square foot for all exhibit space for the International Sign Expo 2011 is as follows:		
Member Rate: \$27.00/nsf - Member rate only available to members in good standing at the staging of the 2011 event		
Member Rate Outside Display Space: \$2,000 per display space outside display)	ace - (a minimum of 100nsf of inside space is required for an	
Non-Member Rate: \$54.00/nsf		
Non- Member Rate Outside Display Space: \$4,000 per display	ay space	
Early Sign-up Discount: Exhibitors who sign up on or before May \$28.00/nsf and Non-member rate will be \$56.00/nsf. To maintain the payment terms.	e early sign-up discount all payments must be submitted per	
B. DEPOSIT AND PAYMENT TERMS ARE: For Exhibitors choosing two paymed June 21, 2010, the next fifty percent (50%) of the exhibit space rental fee is due not on after October 22, 2010. Failure to make payment by said payment dates do Exhibitor. Exhibitors will be liable for any collection expense, including reasonable percent (25%) of the amount of all other moneys determined to be owed by the Exhibitors.	ot later than October 22, 2010. Full payment (100%) is due with contracts bes not release the contractual or financial obligation on the part of the le Attorney's fees, "reasonable"; to be construed as not less than twenty-five whibitor. All payments are to be made in U.S. Funds.	
C. CANCELLATION: In the event the Exhibitor cancels all or part of the exhibit (to 1001 N. Fairfax St, Suite 301, Alexandria, VA 22314), and will be obligated to part of this document.	pay liquidated damages based on the schedule listed on the reversed side of	
this document.  D. EXHIBIT SPACE: Size: 40 ft. x 50 ft. v	Flace Total Booth Area:sq. ft.	
1 <sup>st</sup> Choice Space # 2 <sup>nd</sup> Choice Space	ce # 3 <sup>rd</sup> Choice Space #	
E. ACCEPTANCE AS BINDING CONTRACT: Company/Organization: Pitman Company Address: 721 Union Boulevard	F. INVOICES SHOULD BE SENT TO: DOLONG Name & Title Carolyn Media Address — SAME	
City/State/Zip: Totowa, NJ 07512 Country: USA Name	Telephone	
Title	H. TRADESHOW CONTACT	
Telephone: (973) 812-0400	Name: Carolyn Meola	
Fax: (973) 812-1630 E-mail	Title:	
E-mail Website: www.pitman.c <i>g</i> m	Address	
vvensite. www.pitinan.cgm		
Sun MV /	Telephone	
Signature by Authorized Representative Date	Fax	
By signature above the individual signing this contract represents and warrants that they are duly authorized to execute this binding contract on behalf of named Exhibitor.	E-mail: cmeola@pitman.com	
F. Credit Card Payments: Visa Maste	erCard American Express	
Card#Exp. Date	Signature	

### OFFICIAL REGULATIONS AND CONDITIONS

1. CONTRACT FOR SPACE. By submitting an application for exhibit space, the applicant releases the International Sign Association and its agents from any and all liabilities to applicant, its agents, licensees, or employees that may arise or be asserted as a result of submission of an application or of participation in this exhibit; ISA determines the eligibility of any company or product for exhibit. An acceptance of an application does not imply endorsement by ISA of an applicant's products nor does ISA warrant, either expressly or by implication, the efficacy of the products displayed at the exhibit, nor does rejection imply lack of merit of product or manufacturer. This application for space (when endorsed by ISA with notice of space assignment) constitutes a contract for the right to use the space. No refund may be made for space that is unused during part of the exhibit. Should space remain unoccupied at the opening of the exhibit ISA may rent or use it without obligation or refund. Cancellation of exhibit space: Cancellations between April 11, 2010 and May 11 2010 will be assessed cancellation fees of 10% of the total booth contracted. Cancellations between May 12, 2010 and August 10, 2010 will be assessed cancellation fees of 30% of the total booth contracted. Cancellations between August 11, 2010 and October 11, 2010 will be assessed cancellation fees of 50% of the total booth contracted. Cancellations on or after October 12, 2010 will be assessed cancellation fees of 100% of the total booth contracted. All cancellations are based on the originally contracted booth space at assignment date. Downsizing of booth space: A fee of 10% of the booth fees associated with the downsized portion of the booth space will be assessed to exhibitors that reduce their booth space between May 12, 2010 and August 11, 2010. A fee of 30% of the booth fees associated with the downsized portion of the booth space will be assessed to exhibitors that reduce their booth space between August 12, 2010 and October 11, 2010. A fee of 60% of the booth fees associated with downsized portion of the booth space will be assessed to exhibitors that reduce their booth space on or after October 12, 2010.

The exhibitor information brochure, the ISA Official Rules & Regulations stated in the Official Exhibitors' Contractor's Manual is a part of this agreement.

2. ARRANGEMENT OF EXHIBITS. All booths may be utilized for display purposes as permitted in the Official Display Rules and Regulations. Limits may not be exceeded except if warranted by unusual or unalterable circumstances and if specifically approved by ISA in advance and in writing or as provided in the exhibitor information brochure. Booths bounded by more than one aisle may be open to either or both of the aisles shown on the floor plan. Each exhibit must be designed to face the aisle relating to the numbering of the booth. Exceptions to this will be allowed only where multiple booths are occupied permitting a walk-through arrangement. The space provided will be as shown on the floor plan insofar as possible, but ISA reserves the right to make changes at any time in the location, size and display limits of any booth if this is in the best overall interest of the exhibit. Exhibits may not project beyond the space allotted or interfere with traffic to exhibits of others. Aisles are under the control of ISA and may not be used for exhibits. (See Rules &

3. USE OF EXHIBIT SPACE. No exhibitor may sublet, assign or apportion any part of the space allotted, or represent, advertise or distribute literature, souvenirs or samples for the product or services of any other firm or individual except as approved in writing by ISA. The purposes of the exhibit are to inform and educate regarding characteristics and uses of the products. 4. RESTRICTIONS. ISA reserves the right to restrict exhibits which, because of noise, method of operation, including product lighting levels, or any other reason, become objectionable or otherwise detract from or are out of keeping with the character of the convention as a whole, it may forbid installation or request removal or discontinuance of any exhibit or promotion which, if continued, departs substantially from the design and description given advance approval. In the event of such restrictions or evictions, ISA is not liable for any refund or rental or other expenses. Advertising, displays and demonstrations in the interest of business are not permitted except by firms that have rented space to exhibit and have cleared plans in advance. 5. CONDUCT. Exhibitors operating sound & motion

picture equipment, record players, loudspeakers or any other noise-creating devices shall do so only at a level that will not interfere with other exhibitors or add unduly to general acoustic inconvenience, or ISA may require discontinuance of their use. Exhibitors that produce fumes from products on display must have appropriate ventilation so as not to interfere with other exhibitors or attendees. All demonstrations, interviews & other exhibit activities must be conducted so as not to infringe on the rights of other exhibitors or offend visitors to the exhibit. No undignified manner of attracting attention will be permitted. The exhibitor agrees not to sponsor group functions, such as tours, film showings, speeches or other activities during exhibit hours or in conflict with any officially programmed convention event. Exhibitors shall be responsible for all required licenses & permits & for any associated fees for any activities pertaining to their exhibit/display or social activities.

 SOUVENIRS & SAMPLES. Distribution of souvenirs & samples in a dignified fashion is permitted by exhibitors in their booths only, provided there is no interference with other exhibits.

7. CARE OF PREMISES. No part of an exhibit & no signs or other materials may be pasted, nailed or otherwise affixed to walls, doors, or other surfaces in a way that might mar or deface the premises or booth equipment and furnishings. Damage from failure to observe this notice is payable by exhibitor.

 EXHIBITOR BADGES. Booth personnel must register & wear ISA identification badges while on the exhibit floor

P. LIABILITY & INSURANCE. ISA will employ reputable guards & will take reasonable precautions to safeguard exhibitors' property, however, ISA assumes no liability whatever for loss or damage, through any cause, of goods, exhibits or other materials owned, rented or leased by the exhibitor. If insurance is desired, each exhibitor is responsible for providing his own fire, workmen's compensation, public liability, theft & property damage insurance. The exhibitor shall indemnify ISA & the exhibit facility against & hold them harmless from any complaints, suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitor's use of display space.

with the exhibitor's use of display space.

10. INSTALLATION & REMOVAL. Exhibit booths shall be set up according to the schedule set forth in exhibitor information brochure and the Official Exhibitors' Contractor's Manual. Booths shall remain intact until close of exhibit when dismantling may begin. Exhibitors who use an Exhibitor Appointed Contractor to set up or dismantle their exhibit booth(s) must provide ISA the following information 30 days prior to show set-up: Name, address, & telephone number of the EAC; name of the supervisor to be in attendance; a valid certificate of insurance through the show date with minimums of \$100,000 workmen's compensation & employer's liability; general liability coverage must provide for \$500,000 bodily injury & \$100,000 property damage or \$500,000 combined single limits of both; a statement that the EAC will be responsive to the Official Show Contractor's requirement for move in & move out scheduling of both the hall and the dock. No nonexhibitor solicitation will be allowed in the exhibit hall Failure to comply with the Rules and Regulations will result in immediate expulsion from the hall. Exhibitor is responsible for the proper care, handling, security removal, & disposal of all hazardous materials entered upon the exhibit facility premises by the exhibitor as required by current Environmental Protection Agency or other applicable standards in effect at the time of occupancy. Upon request by ISA, the exhibitor shall provide proof of the method of transportation & disposal of the hazardous materials. Any costs associated with the transportation and disposal of materials left on the Premises will be paid by the exhibitor

11. STRIKES, FIRE & ACTS OF GOD. ISA reserves the right to change the location of the convention in the event a strike, fire, war, government regulation, disaster, civil disorder, curtailment of transportation facilities, terrorism, threat of terrorism, or Act of God should render the hall in which the convention has been scheduled unusable.

scheduled unusable.

12. ASSIGNMENT OF SPACE. To provide the most equitable assignment of exhibitor booths, only a signed contract for space and specified deposit received in the ISA office will be recognized as an official request. First assignments of booths will be made from all official requests received & priorities will be given to

companies that exhibited previously according to the ISA Priority Point System. One point is awarded to each company which exhibits at any ISA sanctioned Regional, National or International Exhibition. Requests received after the initial assignment date will be assigned booths as they are received. Exhibitors requiring additional space after the initial assignment date will be reassigned based upon the date the request for additional space is received. 13. OUTSIDE DISPLAYS. Whenever possible, ISA schedules outside exhibit space for service trucks, cranes, aerial ladders, buckets, vehicles & other equipment as part of the convention exhibition. Any company using this type of exhibit space must purchase a regular exhibition hall booth at the applicable rates. This type of exhibit may be operated only during scheduled exhibit hours. Companies wishing to display these products in the exhibition hall

must pay the full square footage rate. 14. PREJUDICIAL CONDUCT. No member during a National/International or Regional Convention. Conference, or Trade Show held & sponsored by the Association shall set-up, conduct or participate in a separate sign show or sign exhibit on any site within city limits of the city in which the Association is holding its convention other than on the site selected by the Association without prior written approval; except that a member may show and exhibit its products & services in or on premises regularly used by the member. No member or group of members can sponsor or circulate in any manner any promotion or advertising program or campaign to compete with and/or conflict with the official convention. Any member violating this Section may be deemed guilty of conduct prejudicial to the best interests of the Association and may be suspended and/or expelled from membership in the Association by a two-thirds vote of the membership of the Board of Directors as provided in the By-Laws.

15. SERVICES & SHIPPING INSTRUCTIONS. An exhibitor Service Kit containing order forms for exhibit labor, furniture, decorating materials, electric & other services, & shipping instructions will be sent to exhibitors upon assignment of space, & approximately 60 days prior to the show date. The labor regulations, rates, & guidelines included in this manual are a part of this agreement. All contracts and/or agreements made between the official show contractors & the exhibiting company are strictly the responsibility of the exhibiting company & the contractor.

16. SOCIAL FUNCTIONS/HOSPITALITY
SUITES/PROFESSIONAL ACTIVITIES. Companies not exhibiting will not be allowed to have product promotion, displays, demonstrations, social functions and/or hospitality suites. All meeting rooms & suites in the hotel will be reserved & ISA must be contacted for all suites and functions. All suites will be held for exhibitors until ninety days prior to the convention. After that, any remaining suites will be on a first come, first serve basis, with a written agreement that the suite will not be used for product promotion/display purposes. All social functions & hospitality parties must be held at times other than regularly scheduled Association meetings, exhibits, food functions, & other events.

17. INTERPRETATION & ENFORCEMENT. These regulations become a part of the contract between the exhibitor & the International Sign Association. ISA has full power of interpretation & enforcement of these rules. All matters in question not covered by these regulations are subject to the decision of ISA & all decisions so made shall be binding on all parties affected by them as by the original regulations Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of ISA conduct themselves unethically, may be dismissed from the exhibit without refund or other appeal. 18. GENERAL. The above regulations are a part of the contract between the exhibitor & the International Sign Association. They have been formulated in the mutual interest of the Exhibitor & the International Sign Association. ISA respectfully asks the full cooperation of the exhibitors in their observance. All points not covered are subject to the decision of the convention committee. The Association reserves the right to make any reasonable changes necessary to the best interests of the exhibition. The schedule of prices & rules shown in the exhibitor information brochure are hereby made a part of this contract. (Revised February 24, 2010)

## UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
HMP SERVICES HOLDING SUB III, LLC, et al.	) ) Case No. 10-13618 (BLS)
Debtors.	) Jointly Administered

### NOTICE OF DEADLINES FOR FILING PROOFS OF CLAIM

On November 8, 2010 (the "Petition Date"), HMP Services Holding Sub III, LLC and HMP Services Holding, Inc. (together, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code").

PLEASE TAKE NOTICE THAT on December 16, 2010, the United States Bankruptcy Court for the District of Delaware (the "Court") entered an order (the "Bar Date Order") in the Debtors' chapter 11 cases as set forth below.

#### A. **KEY DEFINITIONS**

As used in this Notice, the term "Governmental Unit" shall have the meaning attributed to it in 11 U.S.C. § 101(27) and includes the United States, states, commonwealths, districts, territories, municipalities, foreign states, or departments, agencies or instrumentalities of the foregoing.

As used in this Notice, the term "Claim" shall mean, as to or against the Debtors, and in accordance with 11 U.S.C. § 101(5): (a) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, or (b) any right to an equitable remedy for breach of performance if such breach gives right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

#### B. THE BAR DATES

i. Pursuant to the Bar Date Order, the Bankruptcy Court established February 11, 2011 at 5:00 p.m. (prevailing Eastern Time) as the bar date (the "General Bar Date") for all entities, other than Governmental Units, to file proofs of claim, along with any supporting documentation required by Fed. R. Bankr. P. 3001(c) and (d), against the Debtors.

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.

- ii. The Bankruptcy Court also established May 9, 2011 at 5:00 p.m. (prevailing Eastern Time) as the bar date for all Governmental Units to file proofs of claim, along with any supporting documentation required by Fed. R. Bankr. P. 3001(c) and (d), against the Debtors (the "Government Bar Date" and together with the General Bar Date, the "Bar Date").
- iii. The General Bar Date and Government Bar Date, as applicable, apply to all types of Claims against the Debtors that arose prior to the Petition Date, including secured claims, unsecured priority claims and unsecured nonpriority claims.
- iv. If the Debtors amend their Schedules after the date in which this Notice and the accompanying Bar Date Order is served (the "Service Date") to change the amount, nature, classification or characterization of a debt owing to a creditor after the Service Date, the bar date for filing of proofs of claim on account of those affected Claims is on or before the <u>later</u> of: (a) the applicable Bar Date or (b) twenty-one (21) days from the date that notice of the amended Schedules is given to the holders of the Claims affected.
- v. Proofs of claim for Claims arise out of the entry of an Order approved by this Court rejecting an executory contract and/or an unexpired lease of the Debtors pursuant to section 365 of the Bankruptcy Code (each, a "Rejection Order") prior to the confirmation of a plan of reorganization in the applicable Debtor's chapter 11 case, must be filed on or before the later of: (a) the applicable Bar Date or (b) fifteen (15) days after the entry date of the Rejection Order.

### C. WHO MUST FILE A PROOF OF CLAIM

You MUST file a proof of claim if you have a Claim against any of the Debtors that: (a) arose prior to November 8, 2010 and (b) your Claim is not set forth as an Excluded Claim (as defined below).

## D. HOLDERS OF EXCLUDED CLAIMS ARE NOT REQUIRED TO FILE A PROOF OF CLAIM ON ACCOUNT OF SUCH CLAIMS

Proofs of claim need not be filed on account of the following claims (the "Excluded Claims"):

- (i) Any claim for which there has already been properly filed a proof of claim against the applicable Debtor(s) with the Clerk of the Bankruptcy Court for the District of Delaware, in a form substantially similar to Official Form 10;
- (ii) Any claim listed on the Schedules, provided that: (i) the claim is not listed as disputed, contingent or unliquidated; (ii) the holder of such claim agrees with the amount, nature and priority of the claim as established in the Schedules; and (iii) the holder of such claim does not dispute that its claim is an obligation only of the specific Debtor(s) against which the claim is listed in the Schedules;

- (iii) Any claim that has been allowed by order of the Court or for which a specific filing deadline has previously been fixed by the Court;
- (iv) Any claim that has been satisfied in full, pursuant to the Bankruptcy Code or in accordance with an order of the Court, prior to the applicable Bar Date;
- (v) Any claim held by a Debtor or wholly-owned or indirect subsidiary of any Debtor, against another Debtor;
- (vi) Any claim allowable under section 503(b) of the Bankruptcy Code as an administrative expense; <u>provided however</u>, that claims under section 503(b)(9) must be asserted by filing a proof of claim in accordance with the Bar Date Order;
- (vii) Any claim by a current employee, solely to the extent that an order of the Court authorized the Debtors to honor such claim in the ordinary course as a wage or benefit;
- (viii) Any claim for an interest based on equity securities (including, without limitation, ownership of common or preferred stock, membership interests, partnership interests, or warrant or rights to purchase, sell or subscribe to such a security or interest); provided, however, that any claim (as opposed to ownership interest) against any of the Debtors based on transactions in the Debtors' securities, including claims for damages or rescission based on the purchase or sale of such securities, must be filed on or before the General Bar Date and, provided further, that the Debtors reserve all rights with respect to any such claims including, inter alia, the right to assert that such claims are subject to subordination pursuant to section 510(b) of the Bankruptcy Code; or
- (ix) Any claim by ORIX Finance Corp. in connection with the Debtors' senior secured credit facility held by ORIX Finance Corp. as lender under such facility.

#### E. WHAT TO FILE

An original, completed proof of claim, signed by the claimant or an authorized agent of the claimant, along with any supporting documentation required by Fed. R. Bankr. P. 3001 (c) and (d), must be delivered to the Claims Agent (as defined below), so as to be <u>actually received</u> on or before 5:00 p.m. (prevailing Eastern Time) on the applicable Bar Date or any other bar date established by the Bar Date Order, for a Claim to be validly filed. Proofs of claim must be in the English language and denominated in lawful currency of the United States.

Proofs of claim must substantially conform to Official Form 10, a version of which is being annexed to this Notice, and set forth: (i) the amount of your claim against the Debtors; (ii) the specific Debtor against whom you assert your Claim; (iii) whether your Claim has been

scheduled by the Debtors as disputed, contingent or unliquidated; and (iv) whether your Claim is a secured, unsecured priority or unsecured nonpriority claim.

Official Form 10 does <u>not</u> include a separate designation for section 503(b)(9) claims. Claimants seeking to file claims under section 503(b)(9) of the Bankruptcy Code must check the "Other" box, in box 5 of the proof of claim form, and designate the claim as a claim under sections 507(a)(2) and 503(b)(9) of the Bankruptcy Code. The proof of claim form annexed to this Notice includes box 6 for designation of a claim under section 503(b)(9) of the Bankruptcy Code. Claims under section 503(b)(9) of the Bankruptcy Code must be filed by the applicable Bar Date.

If a claimant asserts claims against multiple Debtors, a separate proof of claim form must be filed against each individual Debtor.

Any person or entity that files a proof of claim and wishes to receive a file-stamped copy by return mail must include an additional copy of the proof of claim with a self-addressed envelope with postage pre-paid.

#### F. WHEN AND WHERE TO FILE

Claimants may submit proofs of claim in person, by courier service, by hand delivery or by mail. Proofs of claim may <u>not</u> be delivered by facsimile or electronic mail transmission.

Proofs of claims will be deemed filed only if <u>actually received</u> on or before 5:00 p.m. (prevailing Eastern Time) on the applicable Bar Date by EPIQ Bankruptcy Solutions, LLC (the "<u>Claims Agent</u>"), at the following address:

#### If by Regular Mail:

HMP Services Holding Sub III, LLC, et al. Claims Processing Center c/o EPIQ Bankruptcy Solutions, LLC FDR Station, P.O. Box 5082 New York, NY 10150-5082

If by Overnight Mail, Courier Service or Hand Delivery or In Person: HMP Services Holding Sub III, LLC, et al. Claims Processing Center c/o EPIQ Bankruptcy Solutions, LLC 757 Third Avenue, 3rd Floor New York, NY 10017

## G. CONSEQUENCES OF FAILURE TO FILE A PROOF OF CLAIM BY THE APPLICABLE BAR DATE

Any claimant that fails to timely file and serve a proof of claim in accordance with the procedures set forth in this Notice and the Bar Date Order, shall, with respect to such claim(s), be forever barred, estopped and enjoined from participating in the above-captioned chapter 11 cases with respect to voting on any proposed plan of reorganization, participating in any distribution in these chapter 11 cases and from asserting such claims against the Debtors in these chapter 11 cases. Nonetheless, the holder of any such unfiled claims shall be bound by the terms of a plan of reorganization confirmed by the Court.

#### H. THE DEBTORS' SCHEDULES AND ACCESS THERETO

You may be listed as the holder of a Claim against one or more of the Debtors in the Debtors' Schedules, which were filed with the Court on November 22, 2010.

If it is unclear from the Schedules whether your claim is disputed, contingent or unliquidated as to amount, or whether your claim is otherwise properly listed and classified, or if you believe you hold a claim against one or more of the Debtors which have not been scheduled, you must file a proof of claim on or before the applicable Bar Date. Any holder of a claim that fails to file a proof of claim in reliance upon the Schedules bears sole responsibility for determining that its claim is accurately listed therein.

Copies of the Schedules may be examined by interested parties: (a) between the hours of 8:00 a.m. and 4:00 p.m., prevailing Eastern time, at the office of the Clerk of the Bankruptcy Court, United States Bankruptcy Court for the District of Delaware, Sixth Floor, 824 Market Street, Wilmington, Delaware 19801; and (b) on the Court's electronic docket for the Debtors' chapter 11 cases, which is posted on the Internet at http://www.deb.uscourts.gov. Copies of the Schedules and other information regarding the Debtors' chapter 11 cases are available for inspection of the Claim Agent's website free charge on http://chapter11.epiqsystems.com/HMP.

#### I. RESERVATION OF RIGHTS

The Debtors reserve the right to: (i) dispute or assert offsets or defenses against any filed Claim, or any Claim listed or reflected in the Schedules, as to the nature, amount, liability, priority, classification or otherwise of such Claim; (ii) subsequently designate any scheduled Claim as disputed, contingent or unliquidated; and (iii) otherwise amend or supplement the Schedules. Nothing contained in this Notice shall preclude the Debtors from objecting to any Claim, whether scheduled or filed, on any grounds.

Please note that the fact that you have received this notice does <u>not</u> mean that you have a Claim or that the Debtors or the Court believe that you have a Claim. If you do not dispute that your Claim is only against the Debtor listed in the Debtors' Schedules, if your Claim is not described as disputed, contingent or unliquidated in the Debtors' Schedules, and you agree with such classification, you need not file a proof of claim on account of such Claim.

If you decide to file a proof of claim, you must do so before the applicable Bar Date and comply with the procedures outlined in this Notice and the Bar Date Order.

A CLAIMANT SHOULD CONSULT AN ATTORNEY IF THE CLAIMANT HAS ANY QUESTIONS REGARDING ANY CLAIM IT MAY HAVE AGAINST THE DEBTORS, INCLUDING WHETHER SUCH CLAIMANT SHOULD FILE A PROOF OF CLAIM TO PROTECT ITS INTERESTS.

Dated: December 16, 2010

BROWN RUDNICK LLP William R. Baldiga, Esq. Lisa M. Kresge, Esq. One Financial Center Boston, MA 02111 Telephone: (617) 856-8200 Facsimile: (617) 856-8201

and

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and

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Co-Counsel to the Debtors and the Debtors-in-Possession

# 1793169

