

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

HMP Services Holding, Inc.

Case No. of Debtor

10-13619 (BLS)

Filed: USBC - District of Delaware

HMP Services Holding, Et Al.

10-13618 (BLS)

0000000103

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)

HMP (MERGE2.DBF,SCHED_NO) SCHEDULE #: 619000040*****
ALBA, THOMAS
621 PECK ROAD
DOWNTOWN, PA 19335

☒ Check this box to indicate that this claim amends a previously filed claim.

Court Claim

Number: _____

(If known)

Filed on: _____

Your claim is scheduled by the Debtor as:
\$173,780.00 UNSECURED

Telephone number: 610 505-6715 Email Address: TOMALBA@HMP.COM

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.

☐ Check this box if you are the debtor or trustee in this case.

Telephone number: _____

Email Address: _____

1. Amount of Claim as of Date Case Filed: \$ 202,550

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.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges.

2. Basis for Claim: _____

(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____

(See instruction #3a on reverse side.)

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 setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

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

(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

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.

If the documents are not available, please explain:

Date: _____

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

2/7/2011

Tom Alba

FOR COURT USE ONLY

FILED / RECEIVED

FEB - 9 2011

EPIQ BANKRUPTCY SOLUTIONS, LLC

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

Thomas F. Alba claim against HMP Services Holding, Inc.

Date	Claim Type	Claim Amount
	Filed Currently Filed SERP Claim	\$ 173,780.00
4/1/10	Unpaid Performance Bonus Fiscal 2010 of salary, pursuant to employment (Documentation attached) See employment contract Paragraph 4 and 6	\$ 18,690.00
2/18/10	contract (attached)	\$ 2,900.00
6/15/10	Villanova Tuition Reimbursement	\$ 2,865.00
8/18/10	Villanova Tuition Reimbursement	\$ 1,440.00
10/27/09	Villanova Tuition Reimbursement	\$ 2,875.00
	Tuition Total	\$ 10,080.00

The above claim represents unpaid tutition reimbursements owed by employer, acknowledged in attached emails, and unreimbursed. Claims represent tuition accumulated and personally paid between Spring 2009 to Fall 2010

Total Amended Claim Amount	\$ 202,550.00
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Harold M Pitman Company, Inc.
SALES SUMMARY
March-10
** CONFIDENTIAL **

Month						Year-To-Date					
Actual Mar-10	Budget Mar-10			Actual Mar-09		Actual YTD f10	Budget YTD f10			Actual YTD f09	
		\$ Var	% Var		% Var			\$ Var	% Var		% Var

Harold M Pitman Company, Inc.
SALES SUMMARY
March-10
** CONFIDENTIAL **

	Month						Year-To-Date					
	Actual Mar-10	Budget Mar-10	\$ Var	% Var	Actual Mar-09	% Var	Actual YTD f10	Budget YTD f10	\$ Var	% Var	Actual YTD f09	% Var
Sales-Dig Imag	3,149	4,623	(1,474)	(31.89)	2,693	16.92	31,025	48,000	(16,975)	(35.36)	52,745	(41.18)
Sales-Newspaper	465	672	(207)	(30.82)	584	(20.40)	5,520	6,991	(1,470)	(21.03)	8,441	(34.60)
Sales-Natl Acct	2,293	4,814	(2,521)	(52.36)	5,391	(57.46)	38,348	60,009	(21,661)	(36.10)	62,810	(38.95)
Sales-Packaging	8,182	8,468	(286)	(3.37)	7,166	14.18	85,831	87,955	(2,124)	(2.41)	85,933	(0.12)
Sales-Pressroom	3,548	5,006	(1,458)	(29.12)	3,816	(7.02)	40,000	62,000	(22,000)	(35.48)	48,672	(21.82)
Sales-Wide Format	9,038	10,012	(974)	(9.73)	7,368	22.67	92,156	104,013	(11,856)	(11.40)	94,733	(2.72)
Sales-Service	547	770	(223)	(28.93)	678	(19.28)	6,426	8,012	(1,586)	(19.80)	8,268	(22.28)
Total Sales	41,031	52,663	(11,632)	(22.09)	44,132	(7.03)	462,705	547,038	(84,334)	(15.42)	566,416	(18.31)
Cost of Sales %	80.0	80.5	(0.5)	(0.6)	80.5	(0.6)	80.51	80.78	(0.27)	(0.3)		
GM%	20.0	19.5	0.5	2.4	19.5	2.6	19.5	19.2	0.3	1.4		

97.5% of Budget
GP% Exceeded Fiscal 09

Bonus Due = \$18,690
AS PER Employment
Agreement ATTACHED

Subject: RE: GP Report
Date: Monday, March 22, 2010 5:33 PM
From: Ritter, David <David.Ritter@pitman.com>
To: Tom Alba <talba@pitman.com>
Conversation: GP Report

Tom,

~~✕~~ We have not been updating that GP report. The GP% through FEB 2010 for packaging is 22.05% (before rebates).

David Ritter
Corporate Controller
Pitman Company
Ph: 800-526-5441 Ext. 8706
Fax: 973-812-0495
E-mail: dritter@pitman.com <mailto:dritter@pitman.com>

From: Alba, Thomas
Sent: Monday, March 22, 2010 2:57 PM
To: Ritter, David
Subject: GP Report

Dave, sorry to bother you. Do we still run the attached report which tracks GP by District by division. I don't believe it had been distributed lately. If you have the most recent copy, could you email it to me. I am trying to determine the most accurate GP% for packaging for the budget. If we do not run it currently, what total GP % are you showing for Packaging YTD?

Subject: Bonus payment
Date: Wednesday, February 17, 2010 5:17 PM
From: Tom Alba <talba@pitman.com>
To: Gloria Mohammed <gmohamme@pitman.com>
Conversation: Bonus payment

Gloria, hope all is well. Could you do me a favor and please make sure to tax any bonus payment at the following rate:

Federal - 20%

401 K - No withholding

All others - only as required.

As always, I appreciate you help with this.

Tom

Tom Alba
VP Packaging Division
Pitman Company

----- Forwarded Message

From: "Meola, Carolyn" <cmeola@PITMAN.COM>
Date: Wed, 17 Feb 2010 17:06:30 -0500
To: ~All Mail Users <AllMailUsers@PITMAN.COM>
Subject: Sent on Behalf of Anthony Crupi

Dear Team Pitman,

The Pitman Board of Directors has unanimously approved the following message.

In March 2009, the Pitman Company suspended several programs due to widespread economic uncertainty and challenges within the graphic arts industry. The decisions that were made were difficult; nevertheless, the actions that were taken were done with the best interest of the entire Pitman organization in mind.

As the Company focuses on its future and the future of our employees, we would like to address these past matters in order for us to move forward with our new initiatives. The following is an update to programs you may have questions about:

Fiscal 2009 Bonuses - In the payroll of February 19, 2010, Pitman Company will pay all earned bonuses associated with Fiscal 2009 bonus programs. In order to recognize the contributions of all other full time, non-commissioned employees the Company will pay a bonus equal to 11 weeks salary. Individuals are eligible for a bonus payment only if they were hired on or before October 1, 2008 AND were active employees on March 31, 2009.

Service Pay Program - Effective immediately, the Service Pay program is permanently discontinued. No Fiscal 2009 payments will be made, nor will any future payments be made.

While our Company and many organizations in all industries continue to face challenges in today's economy, our Company is taking the actions above after careful consideration and belief that we will emerge a stronger and more successful business that is better positioned for the future.

We want to sincerely thank each of you for your continued support, efforts, and contributions towards the long-term success of the Pitman Company.

Respectfully yours,

Anthony P. Crupi
Anthony P. Crupi
CEO
Pitman Company
721 Union Boulevard
Totowa, NJ 07512
(973) 812-0400 x8597
(973) 812-1630 fax

----- End of Forwarded Message



TO: Tom Alba, Dwight Collier, Larry D'Amico, Larry Salomon
FROM: Steve Raboin
DATE: May 14, 2009
SUBJECT: Fiscal 2010 Division Management Bonus Criteria

BUDGETED GP ATTAINMENT

90-94.99%	5 % of Salary
95-99.99%	10% of Salary
100-104.99%	20% of Salary
105% Plus	30% of Salary

GROWTH COMPONENT

5% Growth (Previous Year)	10% of Salary
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As per our discussions, all bonus payouts are subject to Pitman meeting it's budgeted EBITDA for Fiscal 2010.

Please contact me with any questions.

SR/kk

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David Ritter
Corporate Controller
Pitman Company
Ph: 800-526-5441 Ext. 8706
Fax: 973-812-0495
E-mail: dritter@pitman.com <mailto:dritter@pitman.com>

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— Supporting Documentation of
2000 UNPAID BONUS \$18,690

THOMAS ALBA
EMPLOYMENT AGREEMENT

PARAGRAPH
4 & 6

THIS AGREEMENT is made and entered into on the date of the signature of the last signing party, by and between HAROLD M. PITMAN COMPANY (Employer) and THOMAS ALBA (Executive) as follows:

Recitals

Whereas, Employer has determined by its Board of Directors to restructure operations to more efficiently operate and enhance Employer's position in the particular market in which operations are presently being conducted;

Whereas, Employer has determined the objective of enhancing Employer's growth, positioning, and capabilities can be furthered by presently promoting Executive and increasing Executive's salary to include all responsibilities included with the increased responsibilities before the expiration of an existing employment agreement; and,

Whereas, Employer and Employee expressly desire and direct this Employment Agreement shall represent the sole and only contract between them.

NOW THEREFORE, in consideration of mutual promises contained herein and other good and adequate consideration,

IT IS AGREED:

1. **Recitals.** The above recitals are adopted herein as a part of this Agreement.

2. **Duties.** Executive is employed as a full time employee for Employer and shall not accept other employment, or allow civic, social, religious or other responsibilities that interfere with that full time employment, as follows:

A. Executive shall perform as a Vice President bearing the title of Vice President of Packaging, effective April 1, 2006.

B. Executive shall have the direct responsibility for the development, implementation, and management of Employer's Packaging business.

C. Executive shall perform budgeting and administrative functions related to the area for which Executive has responsibility.

D. Executive shall perform all other functions determined as appropriate by the Board of Directors of Employer during the term of this Agreement.

E. Executive shall directly report to the Executive Vice President, Marketing.

3. Term. This Agreement shall commence as of April 1, 2008 and shall end March 31, 2012 except for terminations pursuant to the terms of this Agreement.

4. Base Compensation. The salary of Executive during the term of this Agreement will be \$189,697 per year. Executive's salary will be paid in equal bi-weekly payments subject to all deductions and exactions imposed by all involved governmental agencies, health insurance plans, disability plans, and other elections of Executive for deductions from the base salary; provided, Executive's salary shall not be decreased but may be increased in the sole discretion of the Board of Directors.

5. General Benefits. Executive shall receive all benefits (such as Employee Stock Option Plan, Section 401k participation, profit sharing, life insurance, medical insurance, disability insurance or other plans, benefits or privileges) generally available to employees of Employer and the specific intention of both Executive and Employer is that this Agreement shall not limit or reduce the availability of such benefits.

6. Executive Bonus. Executive shall be eligible for an individualized management bonus of up to FORTY PERCENT (40%) of base salary to be awarded for the achievement of extraordinary operating results in an amount and at a time as determined in the sole discretion of the Executive Vice President of Marketing.

7. Individual Benefits. Executive shall receive specific benefits as follows:

A. FOUR (4) WEEKS vacation per annum shall accrue but Executive shall not carry over such vacation into succeeding per annum periods.

B. An automobile allowance reimbursing Executive in the amount of \$650.00 per month for the use of Executive's vehicle while in the course of Employer's business. Employer will also reimburse Executive for vehicle insurance coverage.

C. All reasonable and necessary expenses of Executive that are expended to further Employer's business shall be reimbursed to Executive when Executive provides an itemized expense statement in a form approved by Employer not later than one month after incurring any such expense.

8. Transaction Protection. In the event of any transaction involving the equity interests of Employer changing the control of Employer, Executive shall have the following specific rights and obligations:

Executive specifically recognizes a fiduciary duty to enhance the value of the Employer and the fact that such enhancement could result in a sale of a substantial amount or all of the business of Employer through a stock sale or other transaction and Executive covenants to assist in every regard such an eventuality; provided, Employer shall recognize that duty by assuring a severance payment of one year's salary pursuant to Paragraph 4, one year's car allowance pursuant to Paragraph 7. B., and one year's medical/dental benefits pursuant to Paragraph 5 should any transaction involving the sale or substantially all of the business of Employer result in the termination of Executive's

employment or the reduction in Executive's salary by more than TEN PERCENT (10%) with Executive's election to terminate within NINETY (90) DAYS of the close of any such transaction.

9. *Intangible Asset Development.* Executive specifically recognizes Employer deals in processes, systems, software and other intangible assets and expressly understands and agrees that any products, patents, trademarks, service marks, copyrights and copyrightable materials, licenses, designs, drawings, plans, proposals, marketing plans, concepts, ideas, or other developments or achievements made by, or made known to, Executive during the term of this Agreement shall be the exclusive property of Employer and the Employee shall have no right or title or interest in any of them; provided specifically, Executive shall have no rights to or in any client or client list or lists during or after the termination of this agreement; and, provided, finally, Executive covenants to execute any documents or take any reasonable action required to secure any such property ownership to Employer.

10. *Confidentiality.* Executive recognizes the confidentiality of certain information of Employer is a material consideration for this Agreement and covenants as follows:

A. All confidential information shall be secured to Employer by Executive while Executive is acting in an employment capacity with Employer and this fiduciary obligation relating to such information shall survive the termination of this Agreement.

B. Executive concedes all exposure and knowledge of sales, distribution, marketing, vendor information, customer information, trade secrets, distribution procedures and methodologies, work in progress, operating techniques, customer lists, pricing information, information used to develop pricing, financial statements, lending terms and arrangements, software and data processing programs, and graphics techniques represent highly confidential information subject to this covenant.

C. The business of Employer is materially dependent upon Employer's confidential information as an intangible property of Employer and Executive shall secure this intangible property right to Employer.

D. Executive shall not reveal confidential information to any entity other than Employer and authorized employees of Employer except subject to process of law; and, if such process of law is issued, Executive shall give prompt notice of receipt by Executive to Employer and Executive shall cooperate with any efforts of Employer to resist such process or to secure protective orders on the use of any such confidential information sought by such process.

E. This covenant of confidentiality shall be presumed to attach to all Employer's information except information that (i) can be demonstrated to have been in the public domain prior to the date of this Agreement as evidenced by documents which were generally published prior to any disclosure by Executive, (ii) was in the possession of the receiving party prior to the date of this Agreement as evidenced by documents published prior to this Agreement; (iii) was provided another entity in the normal course of business as a part of an authorized publication; or, (iv) becomes a part of the public domain by publication or otherwise not due to any unauthorized act or omission to act of Executive.

11. *Covenant Of Non-Competition.* Executive recognizes a covenant of non-competition with Employer is a material consideration for this Agreement and covenants as follows:

A. At no time will confidential information, as previously defined, be utilized by Executive or disclosed by Executive to anyone to engage in the development, production, marketing or selling of a product or process which resembles or compares or competes with a product or process produced, marketed or sold (or planned to be produced, marketed or sold) by Employer during the term of Executive's employment by Employer.

B. At the end of Executive's employment, Executive will return all confidential information, including all data and documents of any kind, furnished to Executive incidental to Executive's employment in Executive's possession, including electronic information, or otherwise, in a reasonable state of function or repair.

C. Executive shall not render services, directly or indirectly, to a competitor of Employer for a period of one year after termination of Executive's employment with regard to the sales, merchandising or promotion of products or processes, of Employer to any customer of Employer upon whom Executive called or whose account was supervised by Executive or with which Executive acquired special knowledge at any time during the last four years of Executive's employment.

D. During employment and for one (1) year thereafter, Executive shall not, directly or indirectly participate as owner, shareholder, manager, consultant, director, officer, or employee in any business, firm or corporation that is in direct or indirect competition with Employer in the fields of graphic arts distribution in the trade territories of Employer but this covenant shall not prohibit ownership of stock or other securities of any public company so long as the ownership interest does not exceed FIVE PERCENT (5%) of such a company.

E. In the event any part of this covenant is deemed unenforceable by a court of competent jurisdiction Executive and Employer specifically agree and direct such a court to modify this covenant to enforce it in as stringent a manner as allowed.

F. Executive concedes injunctive relief as a primarily effective method of enforcing Executive's covenant and both parties agree that Employer may be allowed an injunction without a bond or other surety.

G. Executive specifically represents Executive has the capability, based upon Executive's education, work experience, and work ability to secure a reasonable livelihood upon termination of this Agreement without violating this Covenant of Non-Competition.

12. *Non-Solicitation.* Executive covenants as a material consideration during the non-competition period that Executive shall not, directly or indirectly, at any time, solicit or induce or attempt to solicit or induce any employee(s) or any sales representative(s), or consultant(s) of Employer to terminate employment, representation or other association with Employer.

13. Termination By Employer. Executive specifically recognizes the following events severally represent complete cause to terminate this Agreement without further obligation except those incurred to the date of these events:

A. Any willful breach or habitual neglect of the Executive's duties Executive is required to perform under the terms of this Agreement.

B. Commission of a material act of dishonesty, fraud, misrepresentation, or other act of moral turpitude.

C. Gross carelessness or misconduct.

D. Failure to obey a lawful direction of Employer's Chief Executive Officer, Chairman of the Board or Board of Directors.

E. Violation of a fiduciary duty to Employer.

F. Conviction of a felony.

14. Termination By Death. In the event of Executive's death while acting as an Executive pursuant to this Agreement, Executive shall be deemed terminated and Employer shall provide the following benefits to the estate of Executive as the remaining obligations under this Agreement:

A. The payment of the base compensation for three (3) months from the date of death.

B. The payment of an amount equal to the Executive's base compensation yet to be paid under this Agreement pursuant to, but not in addition to, the Employer's life insurance plan, and any additional amount of life insurance that Executive purchased pursuant to the Employer's life insurance plan.

C. The payment for eighteen months from the date of death of all medical, health, hospitalization and accident insurance plans, programs, or arrangements in which the Executive or the Executive's heir were entitled to participate immediately prior to the date of death; provided, that continued participation is possible under the general terms and provisions of such plans or programs.

D. The payment of a pro rata share of any bonus, stock option, profit sharing, long term incentive plan, or other plan, benefit, or privilege given generally to employees or specifically to Executive, calculated by dividing the number of months Executive was employed in the fiscal year of death by twelve (12) and multiplying that figure by the amount of compensation to be awarded to Executive that fiscal year pursuant to any bonus, stock option, profit sharing, long term incentive plan, or other plan, benefit, or privilege of Employer.

15. Termination By Disability. In the event of Executive's disability while acting as an Executive pursuant to this Agreement, Executive shall be deemed terminated and Employer shall provide the following benefits to Executive as the remaining obligations under this Agreement:

A. Disability and salary shall be as determined in accordance with Employer's Short Term and Long Term Disability Plans.

B. Employer shall assure Executive receives the Executive's full salary for a period of TWENTY SIX (26) WEEKS following the date of the event of disability but the salary shall be reduced by any benefit to which Executive is eligible under Employer's disability insurance plans, Social Security, Worker's Compensation, State

Disability Plan or similar governmental plan or other insurance paid for by the company, even if Executive fails to submit a claim for benefits or otherwise fails to assert his rights to such benefits.

C. Employer shall pay all life insurance, medical, health, hospitalization, disability and accident insurance plans, programs, or arrangements to which Executive was entitled to participate immediately prior to the date of termination through the same TWENTY SIX (26) WEEKS Executive receives a salary pursuant to Paragraph 15. B. of this Agreement; provided, in the event Executive's participation in any program is barred by the terms of such program, Employer shall provide Executive with benefits substantially similar to those to which Executive would otherwise have been entitled to receive.

D. Employer shall pay Executive a full share of any bonus, stock option, profit sharing, long term incentive plan, or other plan, benefit, or privilege given generally to employees and specifically to Executive during the TWENTY SIX (26) WEEK period Employer assures Executive is paid Executive's full salary..

E. As a condition to the entitlements contained in this Paragraph Executive must actively seek other comparable employment, whenever and however capable and any such earnings shall set off against Employer's obligations under this Paragraph

16. Termination By Executive. Executive may terminate this Agreement, except the Covenant of Confidentiality, for the following, but no other, cause:

A. Any involuntary termination other than termination for cause contained in this Agreement.

B. Any assignment of duties inconsistent in any substantial respect with the duties set forth in this Agreement; but, excluding isolated, insubstantial or inadvertent action that is not promptly remedied by the Employer after receipt of notice by Executive.

C. Relocation of Executive during this Agreement to an office or location more than ONE HUNDRED (100) MILES from the present domiciliary office; provided, if relocation beyond 100 miles is offered by Employer and mutually agreed upon by Executive then Employer shall provide Executive with relocation benefits, (including reimbursement of relocation expenses).

D. A reduction in the base salary of Executive.

E. In the event of a successor to Employer, the failure of Employer to secure from any such successor an agreement satisfactory to Executive, as provided in Paragraph 8 of this Agreement; provided, Executive's covenant of confidentiality shall continue.

F. Failure of Employer to fulfill any other material obligations to Executive under this Agreement.

17. Assignability. This Agreement is not assignable nor may this Agreement be hypothecated, pledged or used as security as it is personal in nature; provided, however, this Agreement shall not impair any right of Employer to sell or assign or otherwise alienate the business or property interests of Employer.

18. Non-Waiver. The failure of either Executive or Employer to enforce any of the provisions of this Agreement shall not be treated as a permanent waiver of any provision of this Agreement or of this Agreement and shall not prevent subsequent enforcement of any provision of this Agreement.

19. Severability. The terms of this Agreement are severable and any determination of the unenforceability of a term of this Agreement shall not impair the enforceability of the other terms of this Agreement.

20. Merger. This Agreement replaces all other agreements between Executive and Employer, except for existing benefit plans, and merges all prior understandings into this Agreement; provided, this Agreement shall not be modified except in a writing signed by both Executive and Employer.

21. Injunction. Both Executive and Employer recognize money damages alone will not be adequate to compensate for a breach of this Agreement and the remedies of specific performance and injunction are specifically intended as additional remedies, not remedies in lieu of other existing remedies, allowed either party.

22. Attorney Fees. Both Executive and Employer recognize the cost of litigation and attorney fees are a critical consideration in the enforcement of this Agreement and both agree and covenant that the prevailing party in any lawsuit shall be entitled to the costs of litigation and the reasonable attorney fees incurred from the other party.

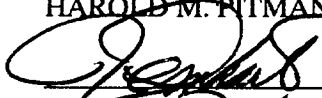
23. Consultation. The parties and each of them concede and represent that they have had the time and ability to consult freely and without being foreclosed in any manner with an attorney, accountant, or professional of any type desired regarding this Agreement before its execution; further, the parties represent they are skilled and knowledgeable regarding the matters covered by this Agreement and the matters that may arise out of this Agreement; and finally, after taking all action deemed necessary, execute this Agreement freely, without duress and with the full intent of being bound in every regard by the Agreement.

24. Counterparts. This Agreement may be executed in multiple conformed counterparts with each counterpart being deemed an original.


25. Notices. All notices of action taken under this Agreement shall be sent in writing, notice being deemed given upon receipt at the location designated, at the Executives home address if to the Executive and at the Corporate Headquarters addressed to the attention of the Chairman of the Board if to the Employer.

EXECUTED on the dates shown opposite the names of each signing party.

HAROLD M. PITMAN COMPANY


By: Joe Dembrow
Title: President

Date: 5/14, 2008


Thomas Alba

Date 5/14, 2008

Supporting Documentation of SERP CLAIM
\$173,780
RETIREMENT PLAN AGREEMENT PARAGRAPH 11

THIS AGREEMENT, made this 2nd day of September, 1999 by and between Harold M. Pitman Company of 721 Union Boulevard, Totowa, New Jersey 07512 (hereinafter referred to as the ("Company")), and Thomas Alba (hereinafter referred to as the ("Executive")).

WHEREAS, Executive has been employed by the Company for an extended period and by reason hereof has acquired experience and knowledge of considerable value to the Company and has discharged his duties in a capable and efficient manner resulting in substantial profits to the Company; and

WHEREAS, the Company desires to retain the services of Executive and realizes that if he were to leave the Company it would suffer financial loss and wishes to compensate Executive for remaining in its employ beyond his regular salary for services rendered and to be rendered; and

WHEREAS, the Company wishes to update its employee retirement and death benefit program, superseding and canceling the prior Retirement Plan Agreement and replacing them with the benefits of this Agreement; and

WHEREAS, the Executive intends to remain in the employment of the Company until his retirement and the Company will agree to pay to Executive or to his family, certain monthly amounts on his retirement for a certain defined term, all in accordance with provisions and conditions set forth hereinafter;

NOW, THEREFORE, in consideration of the covenants and agreements herein set forth, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

1. Normal Retirement - If the Executive remains in the continuous employ of the Company, he shall retire from active employment with the Company on or after the tenth

anniversary of this Agreement or the prior Retirement Plan Agreement, if any, or attaining the age of 62, whichever shall first occur.

2. Ten-Year Retirement Benefit (On/After Tenth Anniversary or Age 62) - The Company agrees that commencing with the date of Executive's retirement, whether on the date specified in Paragraph 1 or on any subsequent date, it will pay to Executive, or his beneficiary as hereinafter provided an annual sum equal to Twenty Thousand Dollars (\$20,000), to be paid in monthly installments on the first day of each calendar month for the term of 120 months (10 years). Any provision in this Agreement to the contrary notwithstanding, no retirement benefit payments shall be paid to a living Executive prior to his attaining age 55; should the date of retirement be earlier than age 55 the amount of the retirement benefit shall be determined as of the date of retirement but payments shall only commence on attainment of age 55.

In the event that Executive shall die after retirement but prior to receiving said payments for ten (10) years (120 payments), the Company shall continue to make said payments until a total of 120 payments shall have been made. Said post mortem payments shall be paid to Executive's wife and/or to such other person as the Executive may have designated or if none, then to the Estate of Executive. Executive shall have the continuing right to change these beneficiary designations by written notice to the Company at anytime prior to his death.

3. Pre-Retirement Death Benefit - In the event that Executive shall die prior to retirement, the monthly retirement benefit described in Paragraph 2 shall be paid for 120 months as if retirement had occurred on the date of death to Executive's wife and/or such other person as the Executive has designated or if none, then to the Estate of the Executive.

4. Early Retirement Benefit (Prior to Tenth Anniversary or Age 62) - If Executive shall terminate his employment during his lifetime as a result of disability prior to both the tenth anniversary of this agreement and attaining age 62, he shall receive an early retirement benefit payable monthly beginning on the first day of the first calendar month following his termination

and continuing for 120 months. The provision contained in Paragraph 2 providing that no benefits shall be paid until a living Executive attains the age of 55 shall apply equally to any benefits due under this Paragraph 4. The amount of the early retirement benefit payable shall be determined by reference to the table set forth as Schedule A to this Agreement. Should Executive die after terminating his employment but prior to receiving said payments for ten (10) years (120 payments) the company shall continue to make said payment until a total of 120 payments shall have been made. Said payments shall be paid to Executive's wife and/or such other person as the Executive has designated or if none, then to the Estate of the Executive. Executive shall have the continuing right to change these beneficiary designations by written notice to the Company at anytime prior to his death.

5. Non-Competition - Executive agrees that following the termination of his employment with the Company, he will not engage or participate in any business activity in competition with the Company. This shall not be deemed to prevent Executive from making investments or other transactions in securities listed on any recognized stock exchange. It shall also not be deemed to prevent Executive from being employed by a company in clearly non-competitive endeavors simply because the company may have other divisions or product lines that are in competition with the Company.

In the event that the Company believes Executive is violating the aforesaid non-competition agreement, it shall promptly notify Executive in writing whereupon Executive shall explain in writing why he believes his position does not violate the agreement and/or shall report his intended corrective action in writing. If the parties are not mutually satisfied with Executive's proposed conduct within thirty days of the original notice, the matter shall be submitted to arbitration. Such arbitration to be conducted pursuant to the rules of the American Arbitration Association. Should a material violation be found to have occurred or to be occurring by the arbitrator, a forfeiture of all benefits due hereunder shall be ordered for a period equal to the

duration of the violation if the violation ends within thirty days of the arbitrator's award. If the violation is not ended within said thirty-day period, all future benefits under this Agreement shall be forfeited.

6. Administrative Trust - The Company has established a trust for the administration of the benefits due under this Agreement and others that the Company may enter into with other employees. Executive acknowledges that establishment of such a trust is for administrative purposes only and that any and all funds potentially due hereunder shall remain assets of the Company and as such shall be subject to the claims of general creditors of the Company until actually paid to Executive or his designated beneficiaries.

7. Non-Assignability - It is agreed that neither Executive, his legal representatives, nor any beneficiary designated by him in this Agreement or hereafter shall have any right to commute, encumber, sell, assign, transfer or otherwise convey the right to receive any payments hereunder, which payments and the right thereto are expressly declared to be non-assignable and non-transferable, and in the event of any attempted assignment or transfer the Company shall have no further liability hereunder.

8. Insurance Consent - Executive agrees that the Company may purchase and maintain life insurance and/or other insurance coverage on the life and/or health of Executive and he agrees to cooperate in completing medical questionnaires and applications and signing such insurance company forms and participating in such medical examinations, etc., as may be required for such coverage. It is understood that any benefits payable from such insurance will be assets of the Company and no beneficiary of Executive shall have any claim thereon. This shall apply to all Company owned insurance policies either pre-existing or acquired hereafter except pre-existing disability insurance which shall continue to be payable directly to Executive.

9. Prior Benefit Programs Superseded; Future Amendments - It is specifically understood and agreed that the benefits provided under this Agreement shall supersede and

replace any keyman life insurance and related death benefit program of the Company or any earlier Retirement Plan Agreement previously in effect for the benefit of Executive and/or his beneficiaries. Any letters, announcements or other memoranda of prior benefit programs shall be null and void and of no effect or significance for any purpose after execution of this Agreement. This Agreement shall not affect the right of Executive to participate in any current or future Company Retirement Plan or in any supplemental compensation arrangement which constitutes a part of the Company's regular compensation status.

The Company shall have the ongoing right to amend the administrative Trust having due regard to the applicable income tax regulations and IRS model forms, etc. so that such amendments are not likely to trigger a recognition of income by Executives participating in the Retirement Plan.

The Company has exhibited a proposed February 28, 2000 amended/restated Trust to the Executive and Executive specifically consents to and approves said Trust. Executive also approves the addition or substitution of one or more independent Trustees as may be selected by the current Trustees to administer the Trust.

10. Binding Effect, Etc. - This Agreement shall be binding upon the parties hereto, their heirs, legal representatives or successors. No named beneficiary other than the Executive signatory shall have any vested rights herein prior to the death of the Executive.

11. The Company agrees that it will not have a Change of Control as defined below unless and until it has provided for the satisfaction of all obligations and liabilities herein set forth.

Upon the occurrence of a Change of Control as defined below, the Executive shall be deemed fully vested in his retirement benefit. In lieu of paying the benefit described in paragraph two (2) or four (4) over a term of years, the Company shall calculate and pay and the Executive shall accept a lump sum equal to the discounted present value of the Executive's future

benefits. It is understood that the Executive shall have no rights under this Paragraph 11 nor be deemed to have surrendered rights under the other sections of this Agreement unless and until the Change of Control becomes effective.

In calculating the present value of future benefits, an interest factor equal to the then published Federal Discount Rate plus $\frac{3}{4}\%$ (75 basis points) shall be used (by way of illustration, as of March 10, 2000, the Federal Discount Rate is $5\frac{1}{4}\%$; hence the rate used for the calculation herein would be 6% ($5\frac{1}{4}\%$ plus $\frac{3}{4}\%$)). If the Executive has already retired or has died, the value of his remaining payments or those payable to his beneficiary shall be discounted to present value. If the Executive has not yet retired the calculation of discounted present value shall assume a retirement age of 55 unless the Executive is over the age of 53 and gives written notice at least 10 days prior to the Change of Control that he will be retiring co-incident with the Change of Control in which case the Change of Control date shall be deemed to be his retirement date. The term "co-incident with the Change of Control" means (i) retirement that will occur if the Change of Control occurs but not if the Change of Control is not consummated or is delayed and (ii) the retirement date is within ninety (90) days of the effective date of the Change of Control.

The Executive agrees that the non-competition provisions of this Agreement (Section 5) shall continue for three (3) years from the date on which the Change of Control becomes effective provided that payment of the above sum is received within 60 days of said date. The provision in Section 5 relating to a forfeiture of benefits shall be enforceable by the Company or its successor by means of a claim for a refund of the full sum previously paid. The Executive agrees to sign a separate non-competition agreement with the Company or its successor if requested incidental to the Change of Control provided the terms are comparable to Section 5 hereof as modified by this Section 11.

For purposes of this Agreement, "Change of Control" shall mean: the purchase or

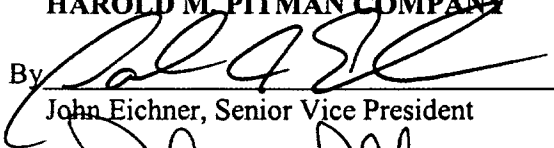
other acquisition by any person, entity or group of persons, within the meaning of section 13(d) or 14(d) of the Securities Exchange Act of 1934 ("Act"), or any comparable successor provisions, of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act) of 50 percent or more of either the outstanding shares of common stock or the combined voting power of the Company's then outstanding voting securities entitled to vote generally, or the approval by the stockholders of the Company of a reorganization, merger, or consolidation, in each case, with respect to which persons who were stockholders of the Company immediately prior to such reorganization, merger or consolidation do not, immediately thereafter, own more than 50 percent of the combined voting power entitled to vote generally in the election of directors of the reorganized, merged or consolidated Company's then outstanding securities, or a liquidation or dissolution of the Company or of the sale of all or substantially all of the Company's assets.

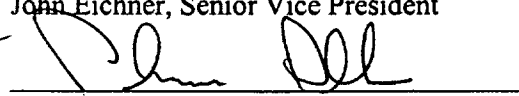
12. This Agreement may be revoked or amended in whole or in part by a writing signed by both of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been signed, sealed and delivered by the respective parties on the date set forth on page one hereof.

HAROLD M. PITMAN COMPANY

By


John Eichner, Senior Vice President


Thomas Alba

SCHEDULE A

Pursuant to Paragraph 4 of the Agreement, if termination of employment occurs prior to the 10 years following the Agreement and/or the prior Agreement and prior to Executive's attaining age 62, the benefit to be paid for the 10-year period shall be determined as follows:

Termination prior to:

- 1 year from Agreement - benefit of 5% of full benefit*
- 2 year from Agreement - benefit of 10% of full benefit
- 3 year from Agreement - benefit of 20% of full benefit
- 4 year from Agreement - benefit of 30% of full benefit
- 5 year from Agreement - benefit of 40% of full benefit
- 6 year from Agreement - benefit of 50% of full benefit
- 7 year from Agreement - benefit of 60% of full benefit
- 8 year from Agreement - benefit of 70% of full benefit
- 9 year from Agreement - benefit of 80% of full benefit
- 10 year from Agreement - benefit of 90% of full benefit

*The term "full benefit" is the sum specified in Paragraph 2 of this agreement as the full annual dollar benefit. Payment of the benefits set forth above shall be made in monthly installments as specified in Paragraph 4 of this Agreement.

UNPAID Tuition CLAIM

Thomas F. Alba claim against HMP Services Holding, Inc.

Date	Claim Type	Claim Amount
2/18/10	Villanova Tuition Reimbursement	\$ 2,900.00
6/15/10	Villanova Tuition Reimbursement	\$ 2,865.00
8/18/10	Villanova Tuition Reimbursement	\$ 1,440.00
10/27/09	Villanova Tuition Reimbursement	\$ 2,875.00
	Tuition Total	\$ 10,080.00

The above claim represents unpaid tuition reimbursements owed by employer, acknowledged in attached emails, and unreimbursed. Claims represent tuition accumulated and personally paid between Spring 2009 to Fall 2010

Subject: RE: Reminder

Date: Thursday, March 11, 2010 8:35 AM

From: Sause, Jim <jsause@PITMAN.COM>

To: Tom Alba <talba@pitman.com>

Yes....you and I need to discuss the best way to manage the reimbursement.

Thank you,

Jim Sause

-----Original Message-----

From: Alba, Thomas

Sent: Wednesday, March 10, 2010 5:20 PM

To: Sause, Jim

Subject: Reminder

Jimmy, are we going to be able to get my Villanova tuition squared away?

I'm hopeful that it can be done.

TA

Sent from my iPhone

Subject: RE: Following up on an item

Date: Monday, February 15, 2010 11:31 AM

From: Sause, Jim <jsause@PITMAN.COM>

To: Tom Alba <talba@pitman.com>

Thomas, I have not forgotten your request. Please allow me some additional time to work on it. I already have my decision, I'm trying to not create a HR mess.

Jim

From: Alba, Thomas

Sent: Monday, February 15, 2010 9:49 AM

To: Sause, Jim

Subject: Following up on an item

Jimmy, hope your weekend was good. When we were together last week, I forgot to ask whether you had an opportunity to talk to Vinny Lotano regarding my Villanova tuition situation. I know its not a high priority, however, its obviously a big one in my household. Just figured I'd check back in with you.

TA

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Thomas Alba, 00142618

Bill Summary

Bill Name	Statement Date	Bill Amount	Recent Payments	Balance	Payment Due Date
Tuition Bill	10/12/2010	\$1,490.00	\$0.00	\$1,490.00	Upon Receipt

Pay Now

Bill History

Bill Name	Statement Date	Bill Amount	Amount Paid
Tuition Bill	08/18/2010	\$1,440.00	\$0.00
Tuition Bill	08/02/2010	\$1,440.00	\$0.00
Tuition Bill	06/15/2010	\$2,865.00	\$2,865.00
Tuition Bill	05/25/2010	\$2,865.00	\$0.00
Tuition Bill	04/19/2010	\$2,865.00	\$0.00
Tuition Bill	04/12/2010	\$1,440.00	\$0.00
Tuition Bill	03/11/2010	\$0.00	\$0.00
Tuition Bill	02/18/2010	\$2,900.00	\$2,900.00
Tuition Bill	01/28/2010	\$2,800.00	\$0.00
Tuition Bill	01/19/2010	\$2,800.00	\$0.00
Tuition Bill	12/23/2009	\$2,775.00	\$0.00
Tuition Bill	10/27/2009	\$2,875.00	\$2,875.00
Tuition Bill	09/16/2009	\$2,775.00	\$0.00
Tuition Bill	07/08/2009	\$5,650.00	\$2,875.00
Tuition Bill	06/25/2009	\$2,875.00	\$0.00
Tuition Bill	06/09/2009	\$2,775.00	\$0.00
Tuition Bill	04/07/2009	\$4,155.00	\$0.00
Tuition Bill	02/09/2009	\$0.00	\$0.00
Tuition Bill	01/29/2009	\$4,020.00	\$4,020.00
Tuition Bill	11/17/2008	\$4,020.00	\$0.00
Tuition Bill	11/03/2008	\$0.00	\$0.00
Tuition Bill	09/19/2008	\$1,350.00	\$1,350.00
Tuition Bill	09/02/2008	\$1,350.00	\$0.00
Tuition Bill	07/09/2008	\$5,370.00	\$2,685.00

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Cipher Strength must be 128 bit encryption.

**VILLANOVA**

UNIVERSITY
800 Lancaster Avenue
Villanova, PA 19085-1675

Thomas Alba
621 Peck Road
Downingtown, PA 19335

DUE DATE: Upon Receipt **TOTAL DUE:** 1,440.00
VU#: 00142618

Villanova University
Bursar's Office
800 Lancaster Avenue
Villanova, PA 19085-1675

VU#: 00142618

BILLING DATE: 08/18/2010

TERM	ITEM DATE	DESCRIPTION	CHARGES	CREDITS
		* PREVIOUS BILLED BALANCE *	1,440.00	
		If you wish to pay with credit card,		
BALANCE FORWARD		TOTAL CHARGES	CREDITS	MEMO/AUTH ITEMS
1,440.00	+	.00	-	.00
			-	.00
			=	1,440.00



VILLANOVA
UNIVERSITY
800 Lancaster Avenue
Villanova, PA 19085-1675

Thomas Alba
621 Peck Road
Downingtown, PA 19335

DUE DATE: Upon Receipt **TOTAL DUE:** 2,865.00
VU#: 00142618

Villanova University
Bursar's Office
800 Lancaster Avenue
Villanova, PA 19085-1675

VU#: 00142618

BILLING DATE: 06/15/2010

TERM	ITEM DATE	DESCRIPTION	CHARGES	CREDITS
		* PREVIOUS BILLED BALANCE *	2,865.00	
BALANCE FORWARD		TOTAL CHARGES	CREDITS	MEMO/AUTH ITEMS
2,865.00	+	.00	-	.00
			-	.00
			=	2,865.00



VILLANOVA
UNIVERSITY
800 Lancaster Avenue
Villanova, PA 19085-1675

Thomas Alba
621 Peck Road
Downingtown, PA 19335

DUE DATE: Upon Receipt **TOTAL DUE:** 2,900.00
VU#: 00142618

Villanova University
Bursar's Office
800 Lancaster Avenue
Villanova, PA 19085-1675

VU#: 00142618

BILLING DATE: 02/18/2010

TERM	ITEM DATE	DESCRIPTION	CHARGES	CREDITS
Spring 2010	02/18/2010	* PREVIOUS BILLED BALANCE *	2,800.00	
		- CURRENT CHARGES - LATE PAYMENT FEE	100.00	
BALANCE FORWARD		TOTAL CHARGES	CREDITS	MEMO/AUTH ITEMS
2,800.00	+	100.00	-	.00
			-	.00
			=	2,900.00

**VILLANOVA**

UNIVERSITY
800 Lancaster Avenue
Villanova, PA 19085-1675

Thomas Alba
621 Peck Road
Downingtown, PA 19335

DUE DATE: Upon Receipt **TOTAL DUE:** 2,875.00
VU#: 00142618

Villanova University
Bursar's Office
800 Lancaster Avenue
Villanova, PA 19085-1675

VU#: 00142618

BILLING DATE: 10/27/2009

TERM	ITEM DATE	DESCRIPTION	CHARGES	CREDITS
Fall 2009	10/27/2009	* PREVIOUS BILLED BALANCE *	2,775.00	
		- CURRENT CHARGES - LATE PAYMENT FEE	100.00	
		Your account is delinquent. Please remit payment today. Thank you.		
BALANCE FORWARD		TOTAL CHARGES	CREDITS	MEMO/AUTH ITEMS
2,775.00		+	100.00	- .00
				- .00
				= 2,875.00

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Thomas Alba, 00142618

Payment History

Bill Name	StatementDate	PaymentDate	AmountPaid	Source	AccountNumber	TrackingNumber	Status	PaymentSource
Tuition Bill	06/15/2010	07/27/2010	\$2,865.00	Thomas Alba	*-7553	1084838020100727	Paid	Online
Tuition Bill	02/18/2010	02/26/2010	\$2,900.00	Thomas Alba	*-8165	1000475020100225	Paid	Online
Tuition Bill	10/27/2009	10/30/2009	\$2,875.00	Thomas Alba	*-8165	802919420091030	Paid	Online
Tuition Bill	07/08/2009	08/03/2009	\$2,875.00	Thomas Alba	*-8165	728740220090803	Paid	Online
Tuition Bill	01/29/2009	02/06/2009	\$4,020.00	Thomas Alba	*-8165	632077020090206	Paid	Online
Tuition Bill	09/19/2008	09/29/2008	\$1,350.00	Thomas Alba	*-0055	445499320080927	Paid	Online
Tuition Bill	07/09/2008	07/16/2008	\$2,685.00	Thomas Alba	*-0055	403454120080716	Paid	Online
Tuition Bill		02/19/2008	\$2,615.00	Thomas Alba	*-1416	333130120080217	Paid	Online
Tuition Bill		08/17/2007	\$3,840.00	Thomas Alba	*-1416	162634920070817	Paid	Online

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Cipher Strength must be 128 bit encryption.

From

Tom Alba
621 Peck Rd
Downingtown, PA 1935



EG 583451640 US



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Label 11-B, March 2004

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ORIGIN (POSTAL SERVICE USE ONLY)			
PO ZIP Code	Day of Delivery	Postage	
19353	<input checked="" type="checkbox"/> Next <input type="checkbox"/> 2nd <input type="checkbox"/> 3rd Day	\$ 13.25	
Date Accepted	Scheduled Date of Delivery	Return Receipt Fee	
Mo. 2 Day 8 Year 11	Month 2 Day 9	\$	
Scheduled Time of Delivery	ODD Fee	Insurance Fee	
Time Accepted 9:00 <input checked="" type="checkbox"/> AM <input type="checkbox"/> PM	<input checked="" type="checkbox"/> Noon <input type="checkbox"/> 3 PM	\$	
Flat Rate <input type="checkbox"/> or Weight	Military <input type="checkbox"/> 2nd Day <input type="checkbox"/> 3rd Day	Total Postage & Fees \$ 13.25	
Bk. 8 ozs.	Int'l Alpha Country Code	Acceptance Emp. Initials BK	

DELIVERY (POSTAL USE ONLY)			
Delivery Address	Time	Employee Signature	
Mo. 2 Day 9	1054 AM		
Delivery Attempt	Time	Employee Signature	
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM		
Delivery Date	Time	Employee Signature	
Mo. Day	<input type="checkbox"/> AM <input type="checkbox"/> PM		

CUSTOMER USE ONLY	
PAYMENT BY ACCOUNT	
Express Mail Corporate Acct. No.	<input type="checkbox"/> WANTED BY SIGNATURE (Domestic Mail Only)
Federal Agency Acct. No. or Postal Service Acct. No.	Additional merchandise insurance is void if customer requests waiver of signature.
	I wish delivery to be made without obtaining signature of addressee or addressee's agent (if delivery employee judges that article can be left in secure location) and I authorize that delivery employee's signature constitutes valid proof of delivery.

NO DELIVERY	
<input type="checkbox"/> Weekend	<input type="checkbox"/> Holiday
Mailing Signature	
TO: (PLEASE PRINT) PHONE ()	
HMP SERVICES HOLDINGS SUB III, LLC	
CLAIMS PROCESSING CENTER	
C/O EQUIP BANKRUPTCY SOLUTIONS	
FDR STATION P.O. BOX 5082	
NEW YORK, NY 10150-5082	
ZIP + 4 (U.S. ADDRESSES ONLY. DO NOT USE FOR FOREIGN POSTAL CODES.)	
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