

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

.....	X	
In re:	:	Chapter 11
	:	
Barnes Bay Development, Ltd., <i>et al.</i> , ¹	:	Case No. 11- _____
	:	
Debtors.	:	
.....	X	

MOTION FOR AN ORDER APPROVING AGREEMENT WITH KURTZMAN CARSON CONSULTANTS LLC AND APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICING, SOLICITATION AND BALLOTING AGENT

The above-captioned debtors and debtors in possession file this *Motion for an Order Approving Agreement With Kurtzman Carson Consultants LLC and Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, Solicitation and Balloting Agent* (the "Motion"). In support of this Motion, the Debtors rely upon and incorporate by reference the *Affidavit of Albert Kass in Support of Motion for an Order Approving Agreement with Kurtzman Carson Consultants LLC and Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, Solicitation and Balloting Agent* (the "Affidavit"), attached hereto as **Exhibit A**. In support of this Motion, the Debtors incorporate the statements contained in the *Declaration of Deborah Branch in Support of First-Day Motions* filed on the Petition Date (the "First Day Declaration") and further respectfully state as follows:

¹ The Debtors in these cases, along with the last four digits of the employer identification number for each of the Debtors, are Kor Duo Investment Partners II, LP (xx-xxx9891), Kor Duo II, LLC (xx-xxx5207) and Barnes Bay Development, Ltd. Barnes Bay Development, Ltd., is a company formed under the laws of Anguilla and, accordingly, does not have an employer identification number.



I.
JURISDICTION AND VENUE

1. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. § 1408. This is a core proceeding pursuant to 28 U.S.C. § 157(b).

2. The statutory predicates for the relief sought herein are 28 U.S.C. § 156(c), Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2002-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”).

II.
BACKGROUND

A. The Chapter 11 Cases

3. On March 17, 2011 (the “Petition Date”), Kor Duo Investment Partners II, LP (“KDIP”), a Delaware limited partnership, Kor Duo II, LLC (“Kor Duo”), a Delaware limited liability company, and Barnes Bay Development Ltd., a company duly incorporated in Anguilla and registered under the Companies Act, Company number 1007701 in the Register of Companies (“Barnes Bay” and, collectively, the “Debtors”) filed petitions for relief in this Court under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).²

4. The Debtors are operating their businesses as debtors in possession pursuant to §§ 1107(a) and 1108, and the Debtors have sought procedural consolidation and joint administration of these chapter 11 cases.

5. Contemporaneously with the filing of these cases, the Debtors have requested entry of an order authorizing them to obtain an additional \$5,000,000 postpetition secured

² Unless otherwise noted, section (§) references herein are to the Bankruptcy Code.

superpriority credit facility (the “DIP Loan”) from SOF-VIII-Hotel II Anguilla Holdings, L.L.C. (in such capacity, the “DIP Lender”). As of the Petition Date, the Debtors owed approximately \$370,000,000 to SOF-VIII-Hotel II Anguilla Holdings, L.L.C. (in such capacity, the “Prepetition Lender”) under its prepetition secured credit facility.

6. In addition, the Debtors have filed a motion for authority to conduct a public auction and sale of substantially all their assets consistent with both § 363 and applicable Anguillan law. That sale forms one of the cornerstones of the Debtors’ proposed chapter 11 plan of reorganization (the “Plan”), which the Debtors anticipate filing (with the support of the Prepetition Lender and the DIP Lender) within the first days of these chapter 11 cases.

B. Corporate Structure

7. Kor Duo is managed by its managing member, Bradford Korzen, and is the general partner of KDIP. Barnes Bay, which is wholly-owned by KDIP, is the principal operating company of the Debtors. Barnes Bay owns the The Viceroy Anguilla Resort and Residences (“Viceroy Anguilla” or the “Property”), which comprises the principal assets of the Debtors. In addition, Barnes Bay holds several bank accounts in the United States and leases office space in Coral Gables, Florida to house its sales and marketing team.

C. Viceroy Anguilla

8. The Viceroy Anguilla Resort and Residences is a luxury resort located on the Caribbean island of Anguilla in the British West Indies. The resort is situated on 35 acres, with more than 3,200 feet of beach frontage along both Barnes and Meads Bays. Viceroy Anguilla features 166 exclusive contemporary beachfront and blufftop villas, townhomes and resort residences. The resort opened on a limited basis in late 2009 when Viceroy introduced 31 free-standing oceanfront villas, 34 ocean view resort residences, guest reception area and the Sunset Lounge and pool. In 2010, the remaining 69 residences and 32 hotel rooms were completed

along with the Viceroy Anguilla's 4 restaurants (Coba, Aleta, Bamboo Bar and Grill and The Half Shell), 2 additional community pools (Aleta and Bamboo), Sea Centre, 8,000 square foot oceanfront Spa, Wellness & Fitness Centre, boutique, Generation V Kid's Club and the Viceroy Anguilla Tennis Academy. Viceroy Anguilla also features a state of the art 250,000 gallon reverse osmosis water purification plant, on-site central energy plant and roof-top rainwater collection systems.

9. Viceroy Anguilla's residences sell for \$600,000 to \$6,500,000. All residences are sold fully furnished and feature either private infinity or plunge pools. As of October 2010, buyers have agreed to purchase almost 70% of Viceroy's villas, townhomes and residences.

10. The Property is managed by Viceroy International Holdings, Ltd, through its wholly-owned subsidiary Viceroy Hotel Anguilla Ltd, as agent for the Debtors in accordance with the management agreement executed by Barnes Bay and KHM Viceroy Anguilla LLC (a wholly-owned subsidiary of Kor Hotel Management LLC), and subsequently assigned by KHM Viceroy Anguilla LLC to Viceroy Hotel Anguilla Ltd, a wholly-owned subsidiary of Viceroy International Holdings, Ltd.

11. As of December 31, 2010, the Debtors reported assets of approximately \$530,993,428 and liabilities of \$461,948,716 on their consolidated balance sheets. In 2010, the Property and related assets produced approximately \$16,719,357 in consolidated revenues, and reported a consolidated net loss of \$13,648,468 for the year ended December 31, 2010.

12. Additional background information on the Debtors, their businesses and the relief requested in this pleading can be found in the First Day Declaration.

III.
RELIEF REQUESTED

13. By this Motion, the Debtors seek entry of an order authorizing them to retain and employ Kurtzman Carson Consultants LLC (“KCC”) as claims, noticing, solicitation and balloting agent (the “Claims Agent”) to, among other tasks, (i) serve as the noticing agent to mail notices to the estates’ creditors, equity security holders, and parties in interest, (ii) provide computerized claims, objection, solicitation, and balloting services, and (iii) provide expertise, consultation, and assistance in claim and ballot processing and other administrative services with respect to the Debtors’ bankruptcy cases, pursuant to the provisions of that certain KCC Agreement for Services, dated as of March 10, 2011 by and between KCC and the Debtors (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, are collectively referred to herein as the “Agreement”), attached hereto as **Exhibit B**. Pursuant to Local Rule 2014-1(b), the Debtors request entry of such order authorizing the retention of KCC effective as of the filing date of this Motion.

IV.
BASIS FOR RELIEF

A. Necessity of Employment

14. The Debtors have numerous creditors, equity security holders, potential creditors, and parties in interest on whom the Debtors or the office of the Clerk of the Bankruptcy Court for the District of Delaware (the “Clerk’s Office”) must serve various notices, pleadings, and other documents filed in these cases. In addition, such parties in interest will produce a large number of proofs of claim that must be docketed and administered. The size of the Debtors’ creditor body makes it impracticable for the Debtors to, without assistance, undertake the task of sending notices and dealing with claims. Moreover, upon information and belief, the Clerk’s

Office is not equipped to efficiently and effectively serve notice on the large number of creditors and parties in interest and docket claims during the Debtors' chapter 11 cases. In light of the number of anticipated claimants and parties in interest, the Debtors respectfully submit that appointing KCC, an independent third party, to act as Claims Agent will provide the most effective and efficient means of, and relieve the Debtors and the Clerk's Office of the administrative burden of, noticing, administering claims, and soliciting and balloting votes.

B. Qualifications

15. KCC is a bankruptcy administrator that specializes in chapter 11 administration, consulting, and analysis, including noticing, claims processing, voting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures, the Local Rules and the provisions of any orders entered by this Court. The Debtors wish to engage KCC to, among other things, establish and maintain the creditor matrix, send out certain designated notices, receive and docket claims, and maintain claims files and a claims and voting register. The Debtors believe that such assistance will expedite service of notices, streamline the claims administration process, and permit the Debtors to focus on their reorganization efforts.

16. The Debtors believe that KCC is well qualified to provide such services based on its expertise in the industry. As set forth in the Affidavit, KCC has assisted and advised numerous chapter 11 debtors in connection with noticing, claims administration, and reconciliation, and the administration of plan votes. KCC has provided identical or substantially

similar services in other chapter 11 cases, including: *In re Ultimate Acquisition Partners, LP*, Case No. 11-10245 (Bankr. D. Del. January 26, 2011); *In re Javo Beverage Co., Inc.*, Case No. 11-10212 (Bankr. D. Del. January 24, 2011); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. January 19, 2011); *In re Constar International Inc.*, Case No. 11-10109 (Bankr. D. Del. January 11, 2011); *In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Co., LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. August 25, 2010); *In re Magic Brands, LLC, et al.*, Case No. 10-11310 (Bankr. D. Del. April 21, 2010); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. February 1, 2011); *In re Vertis Holdings, Inc., et al.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc., et al.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc., et al.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Ambac Financial Group, Inc.*, Case No. 10-15973 (Bankr. S.D.N.Y. November 8, 2010); *In re NR Liquidation III Co. Inc. f/k/a Neff Corp.*, Case No. 10-12610 (Bankr. S.D.N.Y. May 16, 2010); *In re Penton Business Media Holdings, Inc.*, Case No. 10-10689 (Bankr. S.D.N.Y. February 10, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); *In re Fleetwood Enters., Inc.*, No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).

C. Applicable Authority

17. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use “facilities” or “services” other than the Clerk’s Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

18. Similarly, Bankruptcy Rule 2002 authorizes the Court to direct some person other than the Clerk of the Court to give notices required under Bankruptcy Rule 2002. *See* Fed. R. Bankr. P. 2002(f).

19. In addition, Local Bankruptcy Rule 2002-1(f) provides, in relevant part, as follows:

Notice and Claims Clerk. Upon motion of the debtor or trustee, at any time without notice or hearing, the Court may authorize the retention of a notice and/or claims clerk under 28 U.S.C. § 156(c). In all cases with more than 200 creditors or parties in interest listed on the creditor matrix, unless the Court orders otherwise, the debtor shall file such motion on the first day of the case or within seven (7) days thereafter.

Del. Bankr. L.R. 2002-1(f). Accordingly, § 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the Debtors' estates pay the cost of such services. Additionally, Local Bankruptcy Rule 2002-1(f) requires, in all cases with over 200 creditors (such as these chapter 11 cases), a debtor to file a motion to retain a claims agent on the first day of the case or within seven (7) days thereafter. Therefore, for all of the foregoing reasons, the Debtors believe that the retention of KCC as the notice, claims solicitation and balloting agent in the chapter 11 cases is in the best interests of the Debtors, their estates and their creditors. Furthermore, the Debtors respectfully submit that the fees and expenses that would be incurred by KCC under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

D. Disinterestedness

20. Although the Debtors do not propose to retain KCC under § 327, to the best of the Debtors' knowledge, and as disclosed in the Affidavit, KCC neither holds nor represents any interest materially adverse to the Debtors' estates with respect to any matter upon which KCC is to be engaged nor has a connection to the Debtors, their creditors or their related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtors' creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor.

21. To the best of the Debtors' knowledge and except as disclosed in the Affidavit, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of § 101(14) as referred to in § 327(a). Furthermore, as set forth in the Affidavit:

- (a) KCC, in its capacity as Claims Agent, is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
- (b) by accepting employment in these chapter cases, KCC waives any right to receive compensation from the Government;
- (c) in its capacity as Claims Agent, KCC is not an agent of the Government and is not acting on behalf of the Government; and
- (d) KCC will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these chapter 11 cases.

22. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

E. Scope of Services

23. The Debtors propose to retain KCC on the terms and conditions set forth in the Agreement. Under the Agreement, KCC will perform the following services, as the Claims Agent, at the request of the Debtors or the Clerk's Office:

- (a) Prepare and serve required notices in these chapter 11 cases, including, but not limited to:
 - (i) A notice of commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a);
 - (ii) A notice of the claims bar date;
 - (iii) Notices of objections to claims;
 - (iv) Notices of any hearings on a disclosure statement and confirmation of a plan of reorganization;
 - (v) Notice of hearing on motions filed by United States Trustee;
 - (vi) Notice of transfer of claim;
 - (vii) Such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases; and
 - (viii) Assist in the publication of required notices, as necessary;
- (b) Within seven (7) business days after the service of a particular notice, prepare for filing with the Clerk's Office an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses or fax numbers, and (iii) the date and manner of service.
- (c) Receive, examine, and maintain copies of all proofs of claim and proofs of interest filed in the chapter 11 cases; maintain official claims registers in these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - (i) The name and address of the claimant or interest holder and any agent thereof if the proof of claim or proof of interest was filed by an agent;

- (ii) The date the proof of claim or proof of interest was received by KCC and/or the Court;
 - (iii) The claim number assigned to the proof of claim or proof of interest; and
 - (iv) The asserted amount and classification of the claim
- (d) Maintain a separate claims register for each debtor if the chapter 11 cases are jointly administered;
 - (e) Record any order entered by the Court which may affect a claim by making a notation on the claims register;
 - (f) Implement necessary security measures to ensure the completeness and integrity of the claims registers;
 - (g) Transmit to the Clerk's Office a copy of the updated claims registers, in alphabetical and numerical order, on a weekly basis, unless requested by the Clerk's Office on a more or less frequent basis;
 - (h) File a quarterly updated claims register or certificate of No Claims Activity if there has been no claims activity in that quarter;
 - (i) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk's Office or any party in interest upon request;
 - (j) Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in these cases without charge during regular business hours;
 - (k) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e);
 - (l) Assist the Debtors in the reconciliation and resolution of claims;
 - (m) Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders, and other requirements;
 - (n) Assign temporary employees to process claims, as necessary;
 - (o) Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;
 - (p) Provide balloting, and solicitation services, including preparing ballots, producing personalized ballots, and tabulating creditor ballots on a daily basis; and

- (q) Provide such other claims processing, noticing, soliciting, balloting, and administrative services as may be requested from time to time by the Debtors.

24. In addition to the foregoing, KCC will assist with, among other things: (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs; (c) tracking and administration of claims; and (d) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

F. Compensation

25. The fees to be charged by KCC are set forth on in the Agreement. The Debtors propose that the cost of KCC's services be paid from the Debtors' estates as provided by 28 U.S.C. § 156(c) and § 503(b)(1)(A). The Debtors respectfully submit that the rates to be charged by KCC for its services as Claims Agent are competitive and comparable to the rates charged by its competitors for similar services.

26. The Debtors request authority to compensate and reimburse KCC in accordance with the payment terms, procedures, and conditions set forth in the Agreement for services rendered and expenses incurred in connection with the Debtors' chapter 11 cases.

27. The Debtors request that the fees and expenses of KCC incurred in performing the services described above be treated as an administrative expense of the Debtors' chapter 11

estates and be paid by the Debtors in the ordinary course of business.³ If any dispute arises between KCC and the Debtors with respect to fees and expenses, such dispute shall be presented to the Court for resolution.

28. For all of the foregoing reasons, the Debtors believe that the retention of KCC as the Claims Agent is appropriate and in the best interests of the Debtors, and their estates and creditors. No previous request for the relief sought herein, has been made to this or any other court.

V. **NOTICE**

29. No trustee, examiner, or statutory creditors' committee has been appointed in these chapter 11 cases. Notice of this Motion will be provided to: (i) the Office of the United States Trustee for the District of Delaware, (ii) counsel to the Prepetition Lender and the DIP Lender, (iii) the Debtors' 30 largest unsecured creditors on a consolidated basis, (iv) the Residence Purchasers (as defined in the First Day Declaration), (v) the Securities and Exchange Commission, (vi) the Internal Revenue Service, and (vii) all other parties requesting notice in these proceedings pursuant to Bankruptcy Rule 2002.

³ As an administrative agent and an adjunct to the Court, the Debtors do not believe that KCC is a "professional" whose retention is subject to approval under § 327 or whose compensation is subject to approval of the Court under §§ 330 and 331.

VI.
CONCLUSION

WHEREFORE, the Debtors respectfully request that the Court enter an order (i) granting the Motion, and (ii) granting such other and further relief as the Court deems appropriate.

Dated: March 17, 2011
Wilmington, Delaware

By: */s/ Paul N. Heath* _____

Paul N. Heath (No. 3704)
Chun I. Jang (No. 4790)
RICHARDS, LAYTON & FINGER, P.A.
One Rodney Square
920 North King Street
Wilmington, DE 19801
Telephone: 302.651.7700
Facsimile 302.651.7701

-and-

Charles R. Gibbs (pro hac vice motion pending)
Michael P. Cooley (pro hac vice motion pending)
Sara J.L. Wahl (pro hac vice motion pending)
AKIN GUMP STRAUSS HAUER & FELD LLP
1700 Pacific Avenue, Suite 4100
Dallas, Texas 75201
Telephone: 214.969.2800
Facsimile: 214.969.4343

**PROPOSED COUNSEL FOR DEBTORS AND
DEBTORS IN POSSESSION**

EXHIBIT A

Affidavit of Albert Kass

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

.....X
In re: : Chapter 11
 :
Barnes Bay Development, Ltd., *et al.*,¹ : Case No. 11- _____
 :
Debtors. :
.....X

**AFFIDAVIT OF ALBERT KASS IN SUPPORT OF
MOTION FOR AN ORDER APPROVING AGREEMENT WITH
KURTZMAN CARSON CONSULTANTS LLC AND APPOINTING
KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICING,
SOLICITATION AND BALLOTING AGENT**

I, Albert Kass, hereby declare that the following is true and correct to the best of my knowledge, information and belief:

1. I am Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC (“KCC”) which maintains an office at 2335 Alaska Avenue, El Segundo, CA 90245. I submit this Affidavit in support of the *Motion for an Order Approving Agreement with Kurtzman Carson Consultants LLC and Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, Solicitation and Balloting Agent* (the “Motion”).

2. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to

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ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures, the Local Rules and the provisions of any orders entered by this Court.

KCC's Qualifications

3. KCC has substantial experience in matters of this size and complexity and has acted as the official notice, claims and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Ultimate Acquisition Partners, LP*, Case No. 11-10245 (Bankr. D. Del. January 26, 2011); *In re Javo Beverage Co., Inc.*, Case No. 11-10212 (Bankr. D. Del. January 24, 2011); *In re Appleseed's Intermediate Holdings LLC*, Case No. 11-10160 (Bankr. D. Del. January 19, 2011); *In re Constar International Inc.*, Case No. 11-10109 (Bankr. D. Del. January 11, 2011); *In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Co., LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. August 25, 2010); *In re Magic Brands, LLC, et al.*, Case No. 10-11310 (Bankr. D. Del. April 21, 2010); *In re MSR Resort Golf Course LLC, et al.*, Case No. 11-10372 (Bankr. S.D.N.Y. February 1, 2011); *In re Vertis Holdings, Inc., et al.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc., et al.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc., et al.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Ambac Financial Group, Inc.*, Case No. 10-15973 (Bankr. S.D.N.Y. November 8, 2010); *In re NR Liquidation III Co. Inc. f/k/a Neff Corp.*,

Case No. 10-12610 (Bankr. S.D.N.Y. May 16, 2010); *In re Penton Business Media Holdings, Inc.*, Case No. 10-10689 (Bankr. S.D.N.Y. February 10, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); *In re Fleetwood Enters., Inc.*, No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).

Services to be Provided

4. As claims, noticing, soliciting and balloting agent, KCC proposes to render to the office of the Clerk of the Bankruptcy Court for the District of Delaware as (the “Clerk’s Office”) and the Debtors in accordance with the terms of the Agreement (as that term is defined in the Motion) the following services:

- (a) Prepare and serve required notices in these chapter 11 cases, including, but not limited to:
 - (i) a notice of commencement of these chapter 11 cases and the initial meeting of creditors under Bankruptcy Code section 341(a);
 - (ii) a notice of the claims bar date;
 - (iii) notices of objections to claims;
 - (iv) notices of any hearings on a disclosure statement and confirmation of a plan of reorganization;
 - (v) notice of hearing on motions filed by United States Trustee;
 - (vi) notice of transfer of claim;
 - (vii) such other miscellaneous notices as the Debtors or the Court may deem necessary or appropriate for an orderly administration of these chapter 11 cases; and
 - (viii) assist in the publication of required notices, as necessary.
- (b) Within seven (7) business days after the service of a particular notice, prepare for filing with the Clerk’s Office an affidavit of service that includes (i) a copy of the notice served, (ii) an alphabetical list of persons on whom the notice was served, along with their addresses, email addresses or fax numbers, and (iii) the date and manner of service.
- (c) Receive, examine, and maintain copies of all proofs of claim and proofs of interest filed in the chapter 11 cases;

- (d) Maintain official claims registers in these cases by docketing all proofs of claim and proofs of interest in a claims database that includes the following information for each such claim or interest asserted:
 - (i) the name and address of the claimant or interest holder and any agent thereof if the proof of claim or proof of interest was filed by an agent;
 - (ii) the date the proof of claim or proof of interest was received by KCC or the Court;
 - (iii) the claim number assigned to the proof of claim or proof of interest; and
 - (iv) the asserted amount and classification of the claim.
- (e) Maintain a separate claims register for each debtor if the chapter 11 cases are jointly administered;
- (f) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e);
- (g) Record any order entered by the Court which may affect a claim by making a notation on the claims register;
- (h) Implement necessary security measures to ensure the completeness and integrity of the claims registers;
- (i) Transmit to the Clerk's Office a copy of the updated claims registers, in alphabetical and numerical order as requested by the Clerk's Office;
- (j) File a quarterly updated claims register or certificate of No Claims Activity if there has been no claims activity in that quarter;
- (k) Maintain a current mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available to the Clerk's Office or any party in interest upon request;
- (l) Provide access to the public for examination of copies of the proofs of claim or proofs of interest filed in these cases without charge during regular business hours;
- (m) Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and give notice of such transfers as required by Bankruptcy Rule 3001(e);
- (n) Assist the Debtors in the reconciliation and resolution of claims;
- (o) Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders, and other requirements;
- (p) Assign temporary employees to process claims, as necessary;
- (q) Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe;

- (r) Provide balloting, and solicitation services, including preparing ballots, producing personalized ballots, and tabulating creditor ballots on a daily basis; and
- (s) Provide such other claims processing, noticing, soliciting, balloting, and administrative services as may be requested from time to time by the Debtors.

5. In addition to the foregoing, KCC will assist with, among other things:

- (a) maintaining and updating the master mailing lists of creditors;
- (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtors' schedules of assets and liabilities and statements of financial affairs;
- (c) tracking and administration of claims; and
- (d) performing other administrative tasks pertaining to the administration of the chapter 11 cases, as may be requested by the Debtors or the Clerk's Office. KCC will follow the notice and claim procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

Compensation

6. The Agreement sets forth the fees KCC charges for the services it will provide to the Debtors. The proposed compensation arrangement is consistent with, and typical of, arrangements of KCC and its competitor firms to provide claims and noticing agent services in chapter 11 cases.

7. KCC requests that the Debtors pay their fees and expenses in accordance with the terms of the Agreement. KCC will submit invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

Disinterestedness

8. Although the Debtors do not propose to retain KCC under section 327 of title 11 of the United States Code (the “Bankruptcy Code”),² to the best of the Debtors’ knowledge, the members and employees of KCC do not hold or represent an interest materially adverse to the Debtors’ estates with respect to any matter upon which KCC is to be engaged. KCC may have relationships with certain of the Debtors’ creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are unrelated to these chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtors’ creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters unrelated to these chapter 11 cases. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in these chapter 11 cases in matters unrelated to these cases. KCC may also have relationships with other professionals to be retained by the Debtors. Drake D. Foster, General Counsel of KCC, and Patrick J. Ivie, Senior Consultant at KCC, were employed previously as counsel by Akin Gump Strauss Hauer & Feld LLP (“Akin Gump”), proposed counsel to the Debtors, prior to joining KCC. Mr. Foster’s and Mr. Ivie’s work at Akin Gump was unrelated to the Debtors and their chapter 11 cases.

9. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the

² Unless otherwise noted herein, section (§) references herein are to the Bankruptcy Code.

Computershare corporate structure, KCC operates as a separate, segregated business unit. As such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtors' estates or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

10. To the best of the Debtors' knowledge and except as disclosed in the Affidavit, KCC neither holds nor represents any interest materially adverse to the Debtors' estates in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of § 101(14) as referred to in § 327(a). Furthermore:

- (a) KCC in its capacity as Claims Agent, is not and will not be employed by the U.S. government or any federal agency (collectively, the "Government") and will not seek any compensation from the Government;
- (b) by accepting employment in these chapter cases, KCC waives any right to receive compensation from the Government;
- (c) in its capacity as Claims Agent, KCC is not an agent of the Government and is not acting on behalf of the Government; and
- (d) KCC will not employ any past or present employees of the Debtors in connection with its work as the Claims Agent in these chapter 11 cases.

11. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

12. I have read the Application accompanying this Affidavit and, to the best of my knowledge, information and belief, the contents of such Application are true and correct.

13. Affiant reserves the right to supplement this Affidavit based on information obtained following review of a comprehensive listing of all creditors of the Debtor.

Executed on 14 day of March, 2011, at Los Angeles CA.



Albert Kass
Vice President of Corporate Restructuring Services

STATE OF CALIFORNIA §
 §
COUNTY OF LOS ANGELES §

Subscribed and sworn to before me on this 14 day of March, 2011, by Albert Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

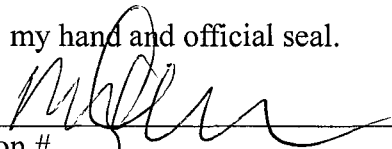
Signature 
Commission # _____
My Comm. Expires _____



EXHIBIT B

KCC Agreement



KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 10th day of MARCH, 2011, between Barnes Bay Development (together with its affiliates and subsidiaries, the "Company"),¹ and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Terms and Conditions

I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, claims management and reconciliation, plan solicitation, balloting, disbursements and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

¹ The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court), the Company shall cause a motion to be filed with the Bankruptcy Court seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion



KCC AGREEMENT FOR SERVICES

and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$ _____ (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information.



KCC AGREEMENT FOR SERVICES

VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.



KCC AGREEMENT FOR SERVICES

VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. Except as provided herein, KCC's liability to the Company or any person making a claim through or under the Company for any Losses of any kind, even if KCC has been advised of the possibility of such Losses, whether direct or indirect and unless due to gross negligence or willful misconduct of KCC, shall be limited to the total amount billed or billable to the Company for the portion of the particular work which gave rise to the alleged Loss. In no event shall KCC's liability to the Company for any Losses, whether direct or indirect, arising out of this Agreement exceed the total amount billed to the Company and actually paid to KCC for the services contemplated under the Agreement. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.



KCC AGREEMENT FOR SERVICES

X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC	Company
2335 Alaska Ave.	Address
El Segundo, CA 90245	City, ST Zip
Attn: Drake D. Foster	Attn:
Tel: (310) 823-9000	Tel:
Fax: (310) 823-9133	Fax:
E-Mail: dfoster@kccllc.com	

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



KCC AGREEMENT FOR SERVICES

Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

XVI. ASSIGNMENT

This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVII. ARBITRATION

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Los Angeles County, State of California.

XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

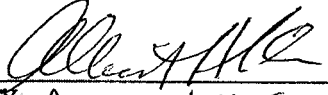
[SIGNATURE PAGE FOLLOWS]



KCC AGREEMENT FOR SERVICES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the first date mentioned above.

Kurtzman Carson Consultants LLC

 3/10/2011
BY: ALBERT HKASS DATE:
TITLE: VP, Corporate Restructuring

Company

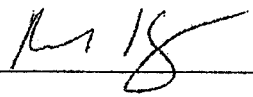
 3/10/2011
BY: DATE:
TITLE:

EXHIBIT C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

.....X
In re: : Chapter 11
: :
Barnes Bay Development, Ltd., *et al.*,¹ : Case No. 11- _____
: :
Debtors. :
.....X

**ORDER APPROVING AGREEMENT WITH KURTZMAN
CARSON CONSULTANTS LLC AND APPOINTING KURTZMAN
CARSON CONSULTANTS LLC AS CLAIMS, NOTICING,
SOLICITATION AND BALLOTING AGENT**

Upon the *Motion for an Order Approving the Agreement with Kurtzman Carson Consultants LLC and Appointing Kurtzman Carson Consultants LLC as Claims, Noticing, Solicitation and Balloting Agent* (the “Motion”), filed by the above-captioned debtors and debtors in possession, and the Court having jurisdiction to consider the Motion, having heard the evidence and statements of counsel regarding the Motion, and finding that no further notice is needed, it is therefore

ORDERED, that the Motion is GRANTED; and it is further

ORDERED, that all capitalized terms not defined herein shall have the meaning given to them in the Motion; and it is further

ORDERED, that the Debtors are authorized to enter into the Agreement; and it is further

ORDERED, that Kurtzman Carson Consultants LLC is appointed as claims, noticing, solicitation and balloting agent and is authorized to perform the services set forth in the Agreement attached as Exhibit B to the Motion; and it is further

¹ The Debtors in these cases, along with the last four digits of the employer identification number for each of the Debtors, are Kor Duo Investment Partners II, LP (xx-xxx9891), Kor Duo II, LLC (xx-xxx5207) and Barnes Bay Development, Ltd. Barnes Bay Development, Ltd., is a company formed under the laws of Anguilla and, accordingly, does not have an employer identification number.

ORDERED, that in addition to the services set forth in the Motion and the Agreement, KCC is authorized to provide other noticing, claims processing, solicitation and administrative services the Debtors may request from time to time; provided, however, that KCC shall not provide disbursement services under any plan prior to the effective date of such plan absent further order of the Court; provided further, that the services to be provided by KCC that are not specifically described in the Motion shall be limited to ministerial services incident to the firm's role as claims, noticing, solicitation and balloting agent; and it is further

ORDERED, that KCC is appointed as agent for the office of the Clerk of this Court (the "Clerk's Office") and, as such, is designated as the authorized repository for all proofs of claims filed in these chapter 11 cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk's Office with a certified duplicate thereof as the Clerk's Office may direct; and it is further

ORDERED, that without further order of the Court, the Debtors are authorized to compensate KCC in accordance with the terms and conditions of the Agreement, upon KCC's submission to the Debtors of invoices summarizing in reasonable detail the services and expenses for which compensation is sought; provided, however, that KCC shall provide copies of such invoices to the Office of the United States Trustee and any official committee of creditors appointed in these chapter 11 cases; and it is further

ORDERED, that pursuant to section 502(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC incurred in performing the services described in the Agreement shall be treated as administrative expenses of the chapter 11 cases to be paid by the Debtors in the ordinary course of business; and it is further

Notwithstanding any provision in the Agreement, the Debtors shall indemnify KCC solely to the extent set forth below:

- a. Subject to the provisions of subparagraphs (c) and (d) below, the Debtors shall indemnify, KCC for any claim arising from, related to or in connection with their performance of the services described in the Agreement;
- b. KCC shall not be entitled to indemnification, contribution or reimbursement for services other than the services to be provided under the Agreement, unless such services and the indemnification, contribution or reimbursement therefore are approved by the Court;
- c. Notwithstanding anything to the contrary in the Agreement, the Debtors shall have no obligation to indemnify any person, or provide contribution or reimbursement to any person, for any claim or expense that is either (i) judicially determined (the determination having become final) to have arisen primarily from that person's gross negligence or willful misconduct; (ii) for a contractual dispute in which the Debtors allege breach of the KCC's contractual obligations under the Agreement unless the Court determines that indemnification, contribution or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (ii) settled prior to a judicial determination as to that person's gross negligence or willful misconduct, but determined by this Court, after notice and a hearing, to be a claim or expense for which that person should not receive indemnity, contribution, or reimbursement under the terms of the Agreement as modified by the Motion and Order;
- d. If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in this case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this chapter 11 case, KCC believes that it is entitled to the payment of any amounts by the Debtors on account of the Debtors' indemnification, contribution and/or reimbursement obligations under the Indemnification Agreement (as modified by this Order), including without limitation the advancement of defense costs, KCC must file an application before this Court, and the Debtors may not pay any such amounts before the entry of an order by this Court approving the payment. This subparagraph (d) is intended only to specify the period of time under which the court shall have jurisdiction over any request for fees and expenses for indemnification, contribution or reimbursement, and not a provision limiting the duration of the Debtors' obligation to indemnify KCC;
- e. Notwithstanding anything contained in Section IX of the Agreement to the contrary, KCC's liability shall not be limited to (i) the total amount billed or billable to the Debtors for the portion of the particular work which gave

rise to the loss or damage or (ii) the total amount billed to the Debtors and paid to KCC for the services contemplated under the Agreement; and it is further

ORDERED, that KCC shall not cease providing claims processing services during the chapter 11 cases for any reason without prior order of this Court authorizing KCC to do so; provided, however, that KCC may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtors, the Office of the United States Trustee and any official committee of creditors appointed in these cases by facsimile or overnight delivery; provided further, that except as expressly provided herein, the Debtors and KCC may otherwise terminate or suspend other services as provided under the Agreement; and it is further

ORDERED, that the Debtors, their officers, employees and agents, are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein; and it is further

ORDERED, that, notwithstanding anything to the contrary stated in Section XVII of the Agreement, this Court shall retain jurisdiction over all issues related to the retention of KCC; and it is further

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

Dated: _____, 2011
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE