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*Proposed Attorneys for the Debtor and
Debtor in Possession*

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
)	Chapter 11
BEAR ISLAND PAPER COMPANY, L.L.C., ¹)	Case No. 10-_____ ()
)	
Debtor.)	

**APPLICATION OF BEAR ISLAND PAPER COMPANY, L.L.C. FOR ENTRY OF AN
ORDER AUTHORIZING THE EMPLOYMENT AND RETENTION OF THE GARDEN
CITY GROUP, INC. AS NOTICE, CLAIMS AND SOLICITATION AGENT**

Bear Island Paper Company, L.L.C., as a debtor and debtor in possession (“Bear Island” or “Debtor”), files this application (the “Application”) for entry of an order, substantially in the form attached hereto as Exhibit A, authorizing the Debtor to employ and retain The Garden City Group, Inc. (“Garden City”) as its notice, claims and solicitation agent in connection with this chapter 11 case. In support of this Application, the Debtor submits the Declaration of Emily S. Gottlieb, a Senior Director of Garden City (the “Gottlieb Declaration”), a copy of which is

¹ The last four digits of the Debtor’s federal tax identification number are 0914. The principal address for the Debtor is 10026 Old Ridge Road, Ashland, Virginia 23005.

attached hereto as **Exhibit B** and incorporated by reference herein.² In further support of this Application, the Debtor respectfully states as follows:

Jurisdiction

1. The United States Bankruptcy Court for the Eastern District of Virginia (the "Court" or "Bankruptcy Court") has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The bases for the relief requested herein is section 156(c) of title 28 of the United States Code (the "U.S. Code"), section 503(b) of title 11 of the U.S. Code (the "Bankruptcy Code"), and Rule 9013-1(M) of the Local Rules of the United States Bankruptcy Court for the Eastern District of Virginia (the "Local Bankruptcy Rules").

Background

4. On the date hereof (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate its business and manage its properties as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

5. Simultaneously with the commencement of this chapter 11 case, the Debtor's indirect parent -- White Birch Paper Holding Company ("WB Holding") -- and ten of WB Holding's direct and indirect Canadian subsidiaries (collectively the "CCAA Applicants," and, together with Bear Island, the "WB Group") have sought relief under the *Companies' Creditors Arrangement Act* (the "CCAA") in the Quebec Superior Court of Justice (the "Canadian Court")

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Gottlieb Declaration.

in Montreal, Quebec, Canada (the “CCAA Cases”).³ So as to ensure consistency and comity among the courts overseeing these related cases, the Debtor and the CCAA Applicants intend to seek Bankruptcy Court and Canadian Court approval of a customary cross-border protocol that will govern procedures for, among other things, court-to-court communications and matters requiring approval by both Courts. Moreover, six of the CCAA Applicants, contemporaneously herewith, are seeking relief under chapter 15 of the Bankruptcy Code.⁴

6. The WB Group is the second-largest newsprint manufacturer in North America. In fact, as of December 31, 2009, the WB Group held a 12% share of the North American newsprint market and employed approximately 1,300 individuals. Additionally, for the twelve months ended December 31, 2009, the WB Group’s mills maintained a production capacity of approximately 1.3 million metric tons of newsprint and directory paper (50% of which is made from recycled content) and achieved net sales of approximately \$667 million.

7. The WB Group operates four integrated paper mills strategically located to serve many of the largest newsprint markets in North America. The WB Group’s mills include the Bear Island mill, located in Ashland, Virginia, the Soucy mill located on the St. Lawrence River in Riviere-du-Loup, Quebec, the Stadacona mill located on the St. Lawrence River in Quebec City, Quebec and the Papier Masson mill, located in Gatineau, Quebec. In addition to newsprint, the WB Group produces small amounts of directory paper, paperboard and lumber. Its

³ The CCAA Applicants include (a) WB Holding, (b) White Birch Paper Company, (c) Stadacona General Partner Inc., (d) Black Spruce Paper Inc., (e) F.F. Soucy General Partner Inc., (f) 3120772 Nova Scotia Company, (g) Arrimage De Gros Cacouna Inc., (h) Papier Masson Ltee, (i) Stadacona Limited Partnership, (j) F.F. Soucy Limited Partnership and (k) F.F. Soucy Inc. & Partners, Limited Partnership.

⁴ The six chapter 15 debtors include (a) White Birch Paper Company, (b) Stadacona General Partner Inc., (c) Stadacona Limited Partnership, (d) F.F. Soucy Limited Partnership, (e) F.F. Soucy Inc. & Partners, Limited Partnership and (f) Papier Masson Ltee.

customers include publishers like Gannett and Dow Jones, as well as commercial printers such as Transcontinental.

8. Bear Island is a Virginia limited liability company that was organized in 1997 as a wholly-owned subsidiary of White Birch Paper Company and employs approximately 200 of the WB Group's 1,300 employees. Strategically located in Ashland, Virginia, the Bear Island mill annually produces approximately 235 thousand metric tons of newsprint paper that services customers in New York, Philadelphia, Baltimore and Washington, D.C. Bear Island also operates a paper machine, woodyard, pulping system, recycling facility, an on-site waste and water treatment facility, an industrial landfill for its on-site solid waste disposal, as well as storage and transportation facilities. For the twelve months ended December 31, 2009, Bear Island's net sales totaled approximately \$125 million, which accounted for 19% of the WB Group's net sales for the same period.

Relief Requested

9. By this Motion, the Debtor seeks to retain and employ Garden City subject to further order of the Court and that certain Bankruptcy Administration Agreement, dated as of September 18, 2009, by and between Garden City, White Birch Paper Company, and the Debtor (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 "Administration Agreement"), a copy of which is attached hereto as **Exhibit C** and incorporated by reference herein.

Garden City's Qualifications

10. As set forth in the Sherrick Declaration, filed contemporaneously with this Application, the Debtor believes that it may have more than hundreds of potential creditors. The

significant number of parties in interest involved in this chapter 11 case may impose heavy administrative and other burdens on the Court and the Office of the Clerk of the Court (the “Clerk’s Office”). To relieve the Clerk’s Office of these burdens, the Debtor respectfully submits that the most effective and efficient manner of noticing creditors and all other relevant constituencies of this chapter 11 case, as well as transmitting, receiving, docketing and maintaining proofs of claim filed in connection herewith, is for the Debtor to engage Garden City as an independent third party to act as the Debtor’s notice, claims and solicitation agent.

11. Garden City 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, Garden City has developed efficient and cost-effective methods to properly handle 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, Garden City will work with the Clerk’s Office to ensure that such methodology conforms with all of the Court’s procedures, the Local Bankruptcy Rules and the provisions of any orders entered by this Court.

12. Garden City 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. See, e.g., In re Atrium Corp., No. 10-10150 (Bankr. D. Del. Jan. 21, 2010); In re Lang Holdings, Inc., No. 09-12543 (Bankr. D. Del. July 17, 2009); In re RathGibson, Inc., No. 09-12452 (Bankr. D. Del. July 14, 2009); In re Proliance Int’l, Inc., No. 09-12278 (Bankr. D. Del. July 6, 2009); In re Motors Liquidation Co. (f/k/a General Motors Corp.), No. 09-50026 (Bankr. S.D.N.Y. June 25, 2009); In re R.H. Donnelley Corp., No. 09-11833 (Bankr. D. Del. June 1, 2009); In re DBSD

North America, Inc., No. 09-13061 (Bankr. S.D.N.Y. May 21, 2009); In re Hayes Lemmerz Int'l, Inc., No. 09-11655 (Bankr. D. Del. May 15, 2009); In re TCI 2 Holdings, LLC (Trump Casino Entertainment Resorts), No. 09-13654 (Bankr. D. N.J. Mar. 20, 2009); In re BearingPoint, Inc., No. 09-10691 (Bankr. S.D.N.Y. Feb. 19, 2009); In re Star Tribune Holdings Corp., No. 09-10244 (Bankr. S.D.N.Y. Jan. 16, 2009).⁵

Services to be Provided

13. Specifically, the Debtor seeks to engage Garden City to provide certain noticing, claims processing and balloting administration services including, without limitation:

- a. **Noticing.** Preparing and serving a variety of documents on behalf of the Debtor in this chapter 11 case, including:
 - i. notice of the commencement of the Debtor's chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - ii. notice of any claims bar date;
 - iii. motions, applications and other requests for relief and related documents;
 - iv. objections, responses and replies with respect to requests for relief;
 - v. hearing agendas;
 - vi. objections to claims;
 - vii. any disclosure statements, chapter 11 plans and all documents related thereto; and
 - viii. all notices of the filing of the documents listed above, hearings and such other miscellaneous notices as the Debtor or the Court may deem

⁵ Because of the voluminous nature of the orders cited herein, they are not attached to the Motion. Copies of these orders are available on request of the Debtor's counsel.

necessary or appropriate for orderly administration of this chapter 11 case.

b. Claims Administration.

- i. maintaining an official claims register in the Debtor's chapter 11 case by docketing all proofs of claim and proofs of interest in a database;⁶
- ii. maintaining copies of all proofs of claim and proofs of interest filed in this chapter 11 case;
- iii. updating the official claims registers in accordance with Court orders;
- iv. implementing necessary security measures to ensure the completeness and integrity of the claims registers;
- v. transmitting to the Clerk's Office a copy of the claims registers as requested;
- vi. maintaining an up-to-date mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available upon request to the Clerk's Office or any party in interest;
- vii. providing access to the public for examination of copies of the proofs of claim and proofs of interest filed in this chapter 11 case;
- viii. recording all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and, if directed to do so by the Court, provide notice of such transfers as required by Bankruptcy Rule 3001(e); and
- ix. establishing a case website with case information, including key dates, service lists and free access to the case docket within three days of docketing.

⁶ The database will include: (a) the name and address of the claimant or interest holder and any agent thereof, if appropriate; (b) the date the proof of claim or proof of interest was received by Garden City or the Court; (c) the claim number assigned to the proof of claim or proof of interest; and (d) the asserted amount and classification of the claim.

- c. Balloting Services. Acting as balloting agent, which may include some or all of the following services:
 - i. printing ballots and coordinating the mailing of solicitation packages (*i.e.*, ballots, disclosure statement and chapter 11 plan) to all voting and non-voting parties and providing a certificate or affidavit of service with respect thereto;
 - ii. establishing a toll-free “800” number to receive and answer questions regarding voting with respect to any chapter 11 plan;
 - iii. receiving ballots at a post office box, inspecting ballots for conformity to voting procedures, date stamping and numbering ballots consecutively and tabulating and certifying the results; and
 - iv. preparing voting reports by plan class, creditor or shareholder and amount for review and approval by the Debtor and its counsel.

14. In addition to the foregoing services, Garden City will provide such other noticing, claims processing, balloting and related administrative services as the Debtor or Clerk’s Office may request from time to time. The Administration Agreement also contains standard indemnification language with respect to Garden City’s services. Accordingly, as part of this Motion, the Debtor requests that the Court approve the indemnification provisions as set forth therein.

Professional Compensation

15. The fees to be charged by Garden City in connection with this chapter 11 case are set forth in the Administration Agreement. The Debtor respectfully submits that Garden City’s rates for its services in connection with the notice, claims processing and balloting services are competitive and comparable to the rates charged by their competitors for similar services.

16. Furthermore, the Debtor respectfully submits that the fees and expenses incurred by Garden City are administrative in nature and, therefore, should not be subject to the standard

fee application procedures for professionals. Specifically, the Debtor requests authorization to compensate Garden City on a monthly basis, in accordance with the terms and conditions set forth in the Administration Agreement, upon Garden City's submission to the Debtor of monthly invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by Garden City to the Debtor.

Garden City's Disinterestedness

17. Although the Debtor does not propose to retain Garden City under section 327 of the Bankruptcy Code, Garden City has nonetheless conducted a conflicts analysis and, to the best of its knowledge and except to the extent disclosed in the Gottlieb Declaration, Garden City neither holds nor represents an interest adverse to the Debtor's estate nor has a connection to the Debtor, its creditors or related parties. Should Garden City discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Garden City will use reasonable efforts to file promptly a supplemental declaration.

Supporting Authority

18. Section 156(c) of the U.S. Code, which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than the Clerk's Office for administration of bankruptcy cases:

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).

19. Accordingly, section 156(c) of the U.S. Code empowers the Court to utilize outside agents and facilities for notice, claims and solicitation purposes, provided that the Debtor's estate pays the cost of such services.

20. Courts in this and other jurisdictions have approved similar relief in other chapter 11 cases. See, e.g., In re Movie Gallery, Inc., No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); In re Roper Bros. Lumber Co., No. 09-38215 (Bankr. E.D. Va. Dec. 21, 2009); In re S & K Famous Brands, Inc., No. 09-30805 (Bankr. E.D. Va. Feb. 9, 2009); In re Circuit City Stores, Inc., No. 08-35653 (Bankr. E.D. Va. Nov. 10, 2008); In re Movie Gallery, Inc., No. 07-33849 (Bankr. E.D. Va. Oct. 18, 2007); In re The Rowe Cos., No. 06-11142 (Bankr. E.D. Va. Oct. 17, 2006); In re U.S. Airways, Inc., No. 04-13819 (Bankr. E.D. Va. Sept. 14, 2004); In re NTELOS Inc., No. 03-32094 (Bankr. E.D. Va. Mar. 4, 2003); In re U.S. Airways Group, Inc., No. 02-83984 (Bankr. E.D. Va. Aug. 12, 2002); In re Motient Corp., No. 02-80125 (Bankr. E.D. Va. Jan. 11, 2002); In re Heilig-Meyers Co., No. 00-34533 (Bankr. E.D. Va. Aug. 16, 2000); see also In re Wickes Holdings, LLC, No. 08-10212 (Bankr. D. Del. Feb. 5, 2008); In re Dura Auto. Sys., Inc., No. 06-11202 (Bankr. D. Del. Oct. 31, 2006); In re Calpine Corp., No. 05-60200 (Bankr. S.D.N.Y. Dec. 22, 2005); In re Tower Auto., Inc., No. 05-10578 (Bankr. S.D.N.Y. Feb. 8, 2005); In re NRG Energy, Inc., No. 03-13024 (Bankr. S.D.N.Y. May 16, 2003).⁷

Notice

21. The Debtor has provided notice of this Motion to: (a) the Office of the United States Trustee for the Eastern District of Virginia; (b) the entities listed on the Consolidated List of Creditors Holding the 20 Largest Unsecured Claims filed pursuant to Bankruptcy Rule

⁷ Because of the voluminous nature of the orders cited herein, they are not attached to the Motion. Copies of these orders are available on request of the Debtor's counsel.

1007(d); (c) counsel to the agent under the Debtor's proposed postpetition financing agreement; (d) counsel to the agent under the First Lien Term Loan Agreement; (e) counsel to the agent under the Second Lien Term Loan Agreement; (f) counsel to the agent under the Revolving ABL Agreement; (g) counsel to counterparties under the Swap Agreements; (h) the monitor appointed in the CCAA Cases; (i) the Internal Revenue Service; (j) the Securities and Exchange Commission; (k) the Virginia Secretary of State; and (l) the Virginia Secretary of Treasury. In light of the nature of the relief requested, the Debtor respectfully submits that no further notice is necessary.

No Prior Request

22. No prior motion for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the Gottlieb Declaration and Sherrick Declaration, the Debtor respectfully requests that the Court enter an order, substantially in the form attached hereto as **Exhibit A**, (a) authorizing the Debtor to employ and retain Garden City as notice, claims and solicitation agent in connection with this chapter 11 case and (b) granting such other and further relief as is appropriate.

Dated: February 24, 2010
Richmond, Virginia

BEAR ISLAND PAPER COMPANY, L.L.C.

By: /s/ Jonathan L. Hauser
Of Counsel

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*Proposed Attorneys for the Debtor and
Debtor in Possession*

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	Chapter 11
BEAR ISLAND PAPER COMPANY, L.L.C., ¹)	Case No. 10-_____ ()
Debtor.)	

**ORDER AUTHORIZING THE DEBTOR TO EMPLOY AND RETAIN THE
GARDEN CITY GROUP, INC. AS NOTICE, CLAIMS AND SOLICITATION AGENT**

Upon the application (the "Application") of the above-captioned debtor and debtor in possession (the "Debtor"), for an order (this "Order") authorizing the Debtor to employ and retain The Garden City Group, Inc. ("Garden City") as its notice, claims and solicitation agent in connection with the above-captioned chapter 11 case; and upon the Sherrick Declaration; and it appearing that the relief requested is in the best interests of the Debtor's estate, its creditors and other parties in interest; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Application and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having reviewed the Application and the Declaration of Emily S. Gottlieb, Senior Director of Garden City in support thereof (the "Gottlieb Declaration"); and the Court being satisfied based on the representations made in the Application and the Gottlieb Declaration that Garden City neither holds nor represents an interest adverse to the Debtor's estate nor has a

¹ The last four digits of the Debtor's federal tax identification number are 0914. The principal address for the Debtor is 10026 Old Ridge Road, Ashland, Virginia 23005.

connection to the Debtor, its creditors or related parties; and notice of the Application having been adequate and appropriate under the circumstances; and after due deliberation and sufficient cause appearing therefore, it is hereby ORDERED THAT:

1. The Application is granted;
2. The Debtor shall be, and hereby is, authorized to employ and retain Garden City as its notice, claims and solicitation agent in accordance with the terms and conditions set forth the Administration Agreement;
3. Garden City is appointed as agent for the office of the Clerk of the Court (the "Clerk's Office") and custodian of Court records and, as such, is designated as the authorized repository for all proofs of claims filed in this chapter 11 case and is authorized and directed to maintain official claims registers for the Debtor and to provide the Clerk's Office with a certified duplicate thereof on a monthly basis unless otherwise directed by the Clerk's Office;
4. Upon the Debtor's request, Garden City will assist the Debtor with any other additional services requested by the Debtor;
5. Garden City is authorized and directed to perform all related tasks to process the proofs of claims and maintain a claims register;
6. Garden City is authorized to take such other action to comply with all duties set forth in the Motion, that certain Bankruptcy Administration Agreement, dated as of September 18, 2009, by and between Garden City, White Birch Paper Company, and the Debtor (the "Administration Agreement"), and this Order;
7. The Debtor is authorized to compensate Garden City on a monthly basis, in accordance with the Administration Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by Garden City in the prior month and the rates charged for

each, and to reimburse Garden City for all reasonable and necessary expenses it may incur upon the presentation of appropriate documentation;

8. Notwithstanding any provision of the Application or the Administration Agreement to the contrary, the Debtor shall have no obligation to indemnify Garden City, or provide contribution or reimbursement to Garden City for any claim or expense that is either: (a) judicially determined (the determination having become final) to have arisen primarily from Garden City's gross negligence, willful misconduct or fraud; or (b) settled prior to judicial determination as to Garden City's gross negligence, willful misconduct or fraud, but determined by this Court, after notice and a hearing, to be a claim or expense for which Garden City should not receive indemnity, contribution or reimbursement under the terms of Garden City's retention;

9. If before the earlier of: (a) 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 (b) the entry of an order closing this chapter 11 case, Garden City believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution and/or reimbursement obligations including, without limitation, the advancement of defense costs, Garden City must file an application therefore in this Court, and the Debtor may not pay any such amounts to Garden City before the entry of an order by this Court approving the payment. This paragraph is intended only to specify the period of time under which the Court shall have jurisdiction over any request for fees and expenses by Garden City for indemnification, contribution and/or reimbursement and not a provision limiting the duration of the Debtor's obligation to indemnify Garden City. All parties in interest shall retain the right to object to any demand by Garden City for indemnification, contribution and/or reimbursement;

10. Notwithstanding the possible applicability of Rules 6004(h), 7062 or 9014 of the Federal Rules of Bankruptcy Procedure, the terms and conditions of this Order shall be effective immediately and enforceable upon its entry;

11. Notwithstanding anything to the contrary contained herein, any payment to be made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtor under any approved debtor-in-possession financing facility, or budget in connection therewith, or any order regarding the use of cash collateral;

12. The Debtor is authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application;

13. To the extent this Order is inconsistent with any prior order or pleading with respect to the Application in these cases, the terms of this Order shall govern; and

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

Dated: _____, 2010
Richmond, Virginia

United States Bankruptcy Judge

I ASK FOR THIS

/s/ Jonathan L. Hauser

Jonathan L. Hauser

VSB No. 18688

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*Proposed Attorneys for the Debtor and
Debtor in Possession*

CERTIFICATION OF ENDORSEMENT
UNDER LOCAL BANKRUPTCY RULE 9022-1(C)

Pursuant to Local Bankruptcy Rule 9022-1(C), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

/s/ Jonathan L. Hauser

EXHIBIT B

Declaration of Emily S. Gottlieb

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

In re:)	
)	Chapter 11
BEAR ISLAND PAPER COMPANY, L.L.C., ¹)	Case No. 10-_____ ()
Debtor.)	

**DECLARATION OF EMILY S. GOTTLIEB IN SUPPORT OF
THE DEBTOR'S APPLICATION FOR ENTRY OF AN ORDER
AUTHORIZING THE EMPLOYMENT AND RETENTION OF THE GARDEN
CITY GROUP, INC. AS NOTICE, CLAIMS AND SOLICITATION AGENT**

I, Emily S. Gottlieb, being duly sworn, state the following under penalty of perjury.

1. I am a Senior Director of The Garden City Group, Inc. ("GCG"), 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 this chapter 11 case. I am authorized to make this declaration on behalf of GCG and in support of the application (the "Application") of the above-captioned debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case for entry of an order authorizing the Debtor to employ and retain GCG as notice, claims and solicitation agent ("Claims Agent") in connection with its chapter 11 case pursuant to the terms of that certain Bankruptcy Administration Agreement, dated as of September 18, 2009 by and between GCG, White Birch Company, and the Debtor (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 "Administration Agreement"), a

¹ The last four digits of the Debtor's federal tax identification number are 0914. The principal address for the Debtor is 10026 Old Ridge Road, Ashland, Virginia 23005.

copy of which is attached to the Application as Exhibit C and incorporated by reference herein.

Except as otherwise noted, I have personal knowledge of the matters set forth herein.

GCG's Qualifications

2. GCG is one of the country's leading chapter 11 administrators with expertise in noticing, claims processing, balloting administration and distribution. GCG is well qualified to provide the Debtor with experienced noticing, claims and balloting services in connection with this case. GCG 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.

3. Among the large chapter 11 cases in which GCG is or was retained as noticing, claims and/or balloting agent to debtors are: In re Motors Liquidation Company (f/k/a General Motors Corp.), case no. 09-50026 (REG), In re DBSD North America, Inc., case no 09-13061 (REG), In re BearingPoint, Inc., case no. 09-10691 (REG), In re Fortunoff Holdings, LLC, case no. 09-10497 (RDD), In re Star Tribune Holdings Corporation, case no. 09-10244 (RDD), which were filed in the Southern District of New York; In re Lang Holdings, Inc., case no. 09-12543 (KJC), In re RathGibson, Inc., case no. 09-12452 (CSS), In re Proliance International, Inc., case no. 09-12278 (CSS), In re Pumpkin Patch LLC, case no. 09-12200 (BLS), In re R.H. Donnelley Corporation, case no. 09-11833 (KG), In re Hayes Lemmerz International, Inc., case no. 09-11655 (MFW), which were filed in the District of Delaware; In re TCI 2 Holdings, LLC, case no. 09-13654 (JHW), In re Foxtons, Inc., et al., case no. 07-24496 (MBK), which were filed in the District of New Jersey; In re Oscient Pharmaceuticals Corporation, case no. 09-16576 (HJB), which was filed in the District of Massachusetts; In re O'Sullivan Industries, Inc., case no. 05-83049 (CRM) and In re Galey & Lord, Inc., et al., case no. 04-43098 (MGD), which were filed in the Northern District of Georgia; In re SENCORP, case no. 09-12869 (JVA) and In re United

Producers, Inc., case no. 05-55272 (CMC), which were filed in the Southern District of Ohio; In re The Boyds Collection, Ltd., case no. 05-43793 (DWK), which was filed in the District of Maryland; and In re The Oceanaire Texas Restaurant Company, L.P., case no. 09-34262 (BJH) and In re Romacorp, Inc., case no. 05-86818 (BJH), which were filed in the Northern District of Texas.

Services to be Provided

4. In accordance with the terms and conditions of the Administration Agreement, GCG will provide certain noticing, claims processing and balloting administration services including, without limitation:

- a. **Noticing.** Preparing and serving a variety of documents on behalf of the Debtor in this chapter 11 case, including:
 - i. notice of the commencement of the Debtor's chapter 11 case and the initial meeting of creditors under section 341(a) of title 11 of the United States Bankruptcy Code (the "Bankruptcy Code");
 - ii. notice of any claims bar date;
 - iii. motions, applications and other requests for relief and related documents;
 - iv. objections, responses and replies with respect to requests for relief;
 - v. hearing agendas;
 - vi. objections to claims;
 - vii. any disclosure statements, chapter 11 plans and all documents related thereto; and
 - viii. all notices of the filing of the documents listed above, hearings and such other miscellaneous notices as the Debtor or the Court may deem necessary or appropriate for orderly administration of this chapter 11 case.
- b. **Claims Administration.**

- i. maintaining an official claims register in the Debtor's chapter 11 case by docketing all proofs of claim and proofs of interest in a database;²
 - ii. maintaining copies of all proofs of claim and proofs of interest filed in this chapter 11 case;
 - iii. updating the official claims registers in accordance with Court orders;
 - iv. implementing necessary security measures to ensure the completeness and integrity of the claims registers;
 - v. transmitting to the Office of the Clerk of the Court (the "Clerk's Office") a copy of the claims registers as requested;
 - vi. maintaining an up-to-date mailing list for all entities that have filed proofs of claim or proofs of interest and make such list available upon request to the Clerk's Office or any party in interest;
 - vii. providing access to the public for examination of copies of the proofs of claim and proofs of interest filed in this chapter 11 case;
 - viii. recording all transfers of claims pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and, if directed to do so by the Court, provide notice of such transfers as required by Bankruptcy Rule 3001(e); and
 - ix. establishing a case website with case information, including key dates, service lists and free access to the case docket within three days of docketing.
- c. Balloting Services. Acting as solicitation agent, which may include some or all of the following services:
- i. printing ballots and coordinating the mailing of solicitation packages (*i.e.*, ballots, disclosure

² The database will include: (a) the name and address of the claimant or interest holder and any agent thereof, if appropriate; (b) the date the proof of claim or proof of interest was received by GCG or the Court; (c) the claim number assigned to the proof of claim or proof of interest; and (d) the asserted amount and classification of the claim.

statement and chapter 11 plan) to all voting and non-voting parties and provide a certificate or affidavit of service with respect thereto;

- ii. establishing a toll-free "800" number to receive questions regarding voting with respect to any chapter 11 plan;
- iii. receiving ballots at a post office box, inspecting ballots for conformity to voting procedures, date stamping and numbering ballots consecutively and tabulating and certifying the results; and
- iv. preparing voting reports by plan class, creditor or shareholder and amount for review and approval by the Debtor and its counsel.

5. In addition to the foregoing services, GCG will provide such other noticing, claims processing, balloting and related administrative services as the Debtor or Clerk's Office may request from time to time. The Administration Agreement also contains standard indemnification language with respect to GCG's services which were negotiated at arm's-length and in good faith and were agreed to by both the Debtor and GCG.

Professional Compensation

6. Subject to the Court's approval, the Debtor has agreed to compensate GCG for professional services rendered in connection with this chapter 11 case pursuant to the Administration Agreement by and between the Debtor and GCG, a true and correct copy of which is attached as Exhibit C to the Application. Payments are to be based upon the submission to the Debtor by GCG of a billing statement, which includes a detailed listing of services and expenses, at the end of each calendar month. GCG has received a \$50,000.00 retainer from the Debtor and will apply same first against all pre-petition fees and expenses and then against the final bill that will be rendered for the post-petition fees and expenses in this case.

GCG's Disinterestedness

7. The Debtor selected GCG to serve as the Claims Agent for the Debtor's estate, as set forth in more detail in the Application filed contemporaneously herewith. I acknowledge and

respectfully represent that the elements of section 327 of the Bankruptcy Code and Rule 2014 of the Bankruptcy Rules are not necessary or relevant in connection with GCG's employment and retention, which is being sought under section 156(c) of title 28 of the United States Code. Nevertheless, in connection with the proposed employment and retention of GCG by the Debtor, GCG undertook a lengthy conflicts analysis process to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor's estate.

8. To the best of my knowledge, neither GCG, nor any of its professional personnel, has any relationship with the Debtor that would impair GCG's ability to serve as Claims Agent. GCG does have relationships with some of the Debtor's creditors, but they are in matters completely unrelated to this chapter 11 case, either as vendors or in cases where GCG serves in a neutral capacity as a class action settlement claims administrator. GCG's assistance in the cases where GCG acts as a class action settlement claims administrator has been primarily related to the design and dissemination of legal notice and other administrative functions in class actions. GCG has working relationships with certain of the professionals retained by the Debtor and other parties herein, but such relationships are completely unrelated to this chapter 11 case. In addition, GCG personnel may have relationships with some of the Debtor's creditors; however, such relationships are of a personal financial nature and completely unrelated to this chapter 11 case. GCG has represented and will continue to represent clients in matters unrelated to this chapter 11 case and has had and will continue to have relationships in the ordinary course of its business with certain vendors and professionals in connection with matters unrelated to this case.

9. I have been advised that a Director at GCG, Paul Kinealy, two Assistant Directors at GCG, Laurie Thornton and Elizabeth Vrato, and two Senior Project Managers at GCG, Thomas Augspurger and Walter Brown, are attorneys formerly associated with the Debtor's bankruptcy counsel, Kirkland & Ellis LLP ("Kirkland"). Ms. Thornton was employed by Kirkland from

September 2000 through December 2003; and Mr. Kinealy, Mr. Augspurger, Mr. Brown and Ms. Vrato were engaged by Kirkland as contract attorneys from December 2002 through September 2004, May 2003 through January 2005, September 2002 through March 2004, and January 2003 through July 2004, respectively. I have also been advised that while associated with Kirkland, Ms. Thornton, Mr. Kinealy, Mr. Augspurger, Mr. Brown and Ms. Vrato did not work on any matters involving the Debtor. In fact, Ms. Thornton, Mr. Kinealy, Mr. Augspurger, Mr. Brown and Ms. Vrato were no longer associated with Kirkland when this case was filed. I also have been advised that Mr. Kinealy was employed by one of the professional firms retained in connection with this chapter 11 case, Alvarez & Marsal ("A&M"). Mr. Kinealy was employed as a director by A&M from October 2006 through September 2009. I have been advised that while employed at A&M, Mr. Kinealy did not work on any matters involving the Debtor. In fact, Mr. Kinealy was no longer employed by A&M when this case was filed.

10. Since 1999, GCG has been a wholly owned subsidiary of Crawford & Company, an insurance risk-adjusting firm. I am advised that Crawford & Company has no material relationship with the Debtor and while it may have rendered services to certain creditors, or have a vendor relationship with some creditors, such relationships were (or are) in no way connected to GCG's representation of the Debtor in this chapter 11 case. I am advised that Crawford & Company has a long-standing financial relationship with SunTrust Banks, Inc., including as a lender, however such relationship is in no way connected to GCG's representation of the Debtor in this case.

11. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, GCG is a "disinterested person," as such term is defined in section 101(14) of the Bankruptcy Code, in that GCG and its professional personnel:

- a. are not creditors, equity security holders or insiders of the Debtor;

- b. are not and were not, within two years before the date of the filing of the Debtor's chapter 11 case, directors, officers or employees of the Debtor; and
- c. do not have an interest materially adverse to the interests of the Debtor's estate or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

12. To the best of my knowledge, information and belief, insofar as I have been able to ascertain after reasonable inquiry, GCG has not been retained to assist any entity or person other than the Debtor on matters relating to, or in direct connection with, the Debtor's chapter 11 case. If the Debtor is authorized by the Court to employ and retain GCG, GCG will not accept any engagement or perform any service for any entity other than the Debtor in this chapter 11 case. GCG will, however, continue to provide professional services to entities that may be creditors or equity security holders of the Debtor or parties in interest in this case, provided that such services do not relate to, or have any direct connection with, this case or the Debtor.

13. Furthermore, in connection with the retention of GCG as notice, claims, balloting and solicitation agent, GCG represents, among other things, that:

- a. It will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as the notice, claims and solicitation agent in this chapter 11 case;
- b. By accepting employment in this chapter 11 case, GCG waives any rights to receive compensation from the United States government;
- c. In its capacity as the notice, claims and solicitation agent in this chapter 11 case, GCG will not be an agent of the United States and will not act on behalf of the United States; and
- d. GCG will not employ any past or present employees of the Debtor in connection with its work as the notice, claims and solicitation agent in this chapter 11 case.

14. If GCG discovers any additional information that requires disclosure, GCG will file promptly a supplemental declaration with the Court.

15. No agreement presently exists to share with any other person or firm any compensation received by GCG for its services in this case. If any such agreement is entered into, GCG undertakes to amend and supplement this declaration to disclose the terms of any such agreement.

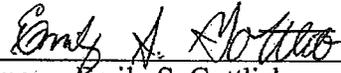
16. No promises have been received by GCG, or by any employee thereof, as to compensation in connection with this chapter 11 case other than in accordance with the provisions of the Bankruptcy Code.

17. GCG will comply with all requests of the Clerk of the Court and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c).

18. I am generally familiar with the Bankruptcy Rules and GCG will comply with them, subject to the orders of this Court.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 22, 2010


Name: Emily S. Gottlieb
Title: Senior Director of The Garden City Group, Inc.

SWORN TO AND SUBSCRIBED

before me this 22nd day of February 2010

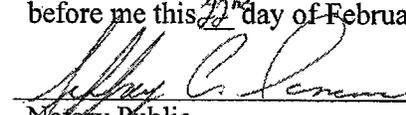

Notary Public
My Commission Expires:



EXHIBIT C

Administration Agreement



The Garden City Group, Inc.

BANKRUPTCY ADMINISTRATION AGREEMENT

This Bankruptcy Administration Agreement, dated as of September 18, 2009 is between The Garden City Group, Inc., a Delaware corporation (the "Company"), and White Birch Paper Company and Bear Island Paper Company LLC, Debtors (the "Clients").

The Clients desire to retain the Company to perform certain noticing, claims processing and balloting administration services for the Clients in their Chapter 11 case anticipated to be filed in the United States Bankruptcy Court for the Eastern District of Virginia or Southern District of New York (the "Bankruptcy Court"), and the Company desires to be so retained, in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants herein contained, the parties hereby agree as follows:

1. Services. The Company agrees to provide the services necessary to perform the tasks specified in the pricing schedule that has been supplied to the Clients. Such services are hereinafter referred to as "Services." The Clients agree and understand that none of the Services constitute legal advice.

2. Payment for Services; Expenses.

2.1 Compensation. As full compensation for the Services to be provided by the Company, the Clients agree to pay the Company its fees as outlined in the pricing schedule that has been supplied to the Clients (subject to Bankruptcy Court approval in the event of an unresolved dispute). Premium rates may apply for Services performed after normal business hours and during weekends and holidays. Billing rates may be adjusted from time to time by the Company in its reasonable discretion, although billing rates generally are changed on an annual basis. Clients agree to pay the Company a retainer of \$50,000 to be applied first against the pre-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company and then against the final bill that will be rendered by the Company to the Clients for the post-petition fees and expenses incurred by the Clients in connection with Services rendered by the Company.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Clients shall reimburse the Company for all out-of-pocket expenses reasonably incurred by the Company in connection with the performance of the Services (subject to Bankruptcy Court determination in the event of an unresolved dispute). The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company's invoice to the Clients and may include, but are not limited to, postage, banking fees, brokerage fees, costs of messenger and delivery service, travel, filing fees, staff overtime meal expenses and other similar expenses. In some cases, the Company may receive a rebate at the end of a year from a vendor.

2.3 Billing and Payment. Except as provided in Section 2.2, the Company shall bill the Clients for their fees and expenses on a monthly basis, and the Clients shall pay the Company within

thirty (30) days of its receipt of each such bill in the ordinary course of business (subject to Bankruptcy Court approval in the event of an unresolved dispute). Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses such as postage must be paid at least three (3) business days in advance of those fees and expenses being incurred. Each of the Clients is jointly and severally liable for the Company's fees and expenses.

3. Term and Termination.

3.1 Term. The term of this Agreement shall commence on the date hereof and shall continue until performance in full of the Services, unless earlier terminated as set forth herein.

3.2 Termination.

(a) In the event of any material breach of this Agreement by either party hereto, either party may apply to the Bankruptcy Court for an order allowing termination of the Agreement. Grounds for termination include: (i) failure to cure a material breach within thirty (30) days after receipt of the notice by the non-breaching party or (ii) in the case of any breach which requires more than thirty (30) days to effect a cure, failure to commence and continue in good faith efforts to cure such breach, provided that such cure shall be effected no later than ninety (90) days after receipt of such notice of such breach. Waiver of any such default or material breach by either party hereto shall not be construed as limiting any right of termination for a subsequent default or material breach.

(b) The Company shall be entitled to an administrative claim for all fees and expenses outstanding at the time of termination (subject to Bankruptcy Court approval in the event of an unresolved dispute).

4. Independent Contractor. It is understood and agreed that the Company, through itself or any of its agents, shall perform the Services as an independent contractor. Neither the Company nor any of its employees shall be deemed to be an employee of the Clients. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Clients to their employees, and the Clients will make no deductions from any of the payments due to the Company hereunder for state or federal tax purposes. The Company agrees that the Company shall be responsible for any and all taxes and other payments due on payments received hereunder by the Company from the Clients. Nothing in this Agreement requires the Clients to use the Company for any future work relating to the Services, and, in the event the Clients decide to use another party for such future work, the Company agrees to cooperate fully with the Clients to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Clients are responsible for the accuracy of all programs, data and other information it submits to the Company (including all information for schedule and statement preparation) and for the output of such information. The Company may undertake to place that data and information into certain systems and programs, including in connection with the generation of Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"). The Company does not verify information provided by the Clients and, with respect to Schedules and Statements preparation, all decisions are at the sole discretion and direction of the Clients. All Schedules and Statements filed on behalf of, or by, the Clients are reviewed and ultimately approved by the Clients, and the Company bears no responsibility for the accuracy or contents therein.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, each of the Clients and the Company (as the case may be, the "Disclosing Party") may disclose to the Company or the Clients (as the case may be, the "Receiving Party") certain information (a) that is marked or otherwise identified in

writing as confidential or proprietary information of the Disclosing Party ("Confidential Information") prior to or upon receipt by the Receiving Party; or (b) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be Confidential Information. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder, in either case without the express prior written permission of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information pursuant to a validly issued subpoena or order of a court of competent jurisdiction.

6.2 Protection of Intellectual Property. The Clients acknowledge that the Company's intellectual property, including, without limitation, the Company's inventions (whether or not patentable), processes, trade secrets and know how are of ultimate importance to the Company. Accordingly, the Clients agree to use their best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Clients understand that the software programs and other materials furnished by the Company pursuant to this Agreement and/or developed during the course of this Agreement by the Company are the sole property of the Company. The term "program" shall include, without limitation, data processing programs, check printing programs, specifications, applications, routines, sub-routines, procedural manuals, and documentation. The Clients further agree that any ideas, concepts, know-how or techniques relating to the claims management software used or developed by the Company during the course of this Agreement shall be the exclusive property of the Company.

6.3 Scope. The foregoing obligations in Sections 6.1 and 6.2 shall not apply to (a) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (b) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (d) any disclosure required by applicable law; or (e) information that is released for publication by the Disclosing Party in writing. The obligations set forth under Sections 6.1 and 6.2 shall survive the termination of this Agreement.

7. Limitation on Damages. The Company shall be without liability to the Clients with respect to anything done or omitted to be done, in accordance with the terms of this Agreement or instructions properly received pursuant hereto, if done in good faith and without negligence or willful or wanton misconduct. In no event shall liability to the Clients for any claims, losses, costs, fines, penalties or damages, including court costs and reasonable attorneys' fees (collectively, "Losses"), whether direct or indirect, arising out of or in connection with or related to this Agreement, exceed the total amount billed or billable to the Clients for the portion of the particular work which gave rise to the Losses. Under no circumstances will the Company be liable to the Clients for any special, consequential or incidental damages incurred by the Clients relating to this Agreement or the performance of Services hereunder, regardless of whether the Clients' claim is for breach of warranty, contract, tort (including negligence), strict liability or otherwise.

8. Indemnification. Clients, jointly and severally, hereby indemnify and hold harmless the Company and its directors, officers, employees, affiliates and agents against any Losses incurred by the Company arising out of or in connection with or related to (a) any gross negligence or willful misconduct by Clients, their employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with the Company's acts or omissions in connection with its rendition of the Services; (b) any breach of this Agreement by any of the Clients; or (c) any erroneous instructions or information provided to the Company by any of the Clients for use in providing the Services.

9. Jurisdiction. This Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

10. Force Majeure. Whenever performance by the Company of any of its obligations hereunder is substantially prevented 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 conditions, or by reason of any other matter beyond the Company'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.

11. Notice. Any notice or other communication required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier. Any such notice shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in the United States mail, or, if sent by overnight courier, one business day after delivery to such courier, as follows: if to the Company, to The Garden City Group, Inc., 105 Maxess Road, Melville, New York 11747-3836, Attention: David Isaac, President; and if to the Clients, to Adam Goldstein, Esq., Kirkland & Ellis LLP, 300 North LaSalle Chicago, IL 60654.

12. Governing Law. This contract will be governed by and construed in accordance with the laws of the State of New York (without reference to its conflict of laws provisions).

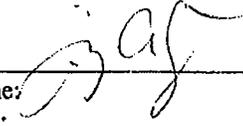
13. Severability. All clauses and covenants contained in this Agreement are severable and in the event any of them are held to be invalid by any court, such clause or covenant shall be valid and enforced to the maximum extent as to which it may be valid and enforceable, and this Agreement will be interpreted as if such invalid clauses or covenants were not contained herein.

14. Assignment. This Agreement and the rights and obligations of the Company and the Clients hereunder shall bind and inure to the benefit of any successors or assigns thereto.

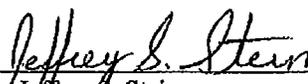
15. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Clients relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Clients. The paragraph headings in this Agreement are included only for convenience, do not in any manner modify or limit any of the provisions of this Agreement and may not be used in the interpretation of this Agreement. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument. The Clients shall file an application with the Bankruptcy Court seeking approval of this Agreement (the "Application"). If an order is entered approving such Application (the "Order"), any discrepancies between this Agreement, the Application and the Order shall be controlled by the Application and Order.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year set forth above.

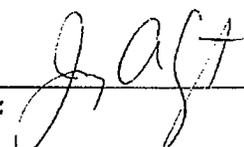
WHITE BIRCH PAPER COMPANY

By: 
Name:
Title:

THE GARDEN CITY GROUP, INC.

By: 
Name: Jeffrey S. Stein
Title: Vice President

BEAR ISLAND PAPER COMPANY LLC

By: 
Name: