

# **EXHIBIT B**

## **Garden City Agreement**

## **BANKRUPTCY ADMINISTRATION AGREEMENT**

This Bankruptcy Administration Agreement (the “Agreement”), dated as of April 11, 2011 (the “Effective Date”), is between The Garden City Group, Inc., a Delaware corporation (the “Company”), and Böwe Bell + Howell Holdings, Inc. and certain of its affiliates and subsidiaries (collectively, the “Client”).

The Client desires to retain the Company to perform certain noticing, claims processing, balloting and other administrative services for the Client in connection with its chapter 11 cases to be filed in the United States Bankruptcy Court for the District of Delaware (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 certain tasks, to the extent requested by the Client (either directly or through certain professionals whom it has designated as authorized representatives for the purpose hereof), from among the tasks specified in the pricing schedule attached hereto as Exhibit A. Such services are hereinafter referred to as “Services.” The Client agrees and understands 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 Client agrees to pay the Company its fees as outlined in the pricing schedule attached hereto as Exhibit A (subject to Bankruptcy Court approval in the event of an unresolved dispute). Billing rates may not be adjusted by the Company without the Client’s express written consent; except that, in its reasonable discretion, the Company may reasonably adjust billing rates on an annual basis (effective on the anniversary of the Effective Date), upon ninety (90) days’ prior written notice to the Client. Client agrees to pay the Company a retainer of \$50,000 (which may be replenished from time to time) (the “Retainer”), to be applied first against the pre-petition fees and expenses incurred by the Client in connection with Services rendered by the Company and then against the first bill that will be rendered by the Company to the Client for the post-petition fees and expenses incurred by the Client in connection with Services rendered by the Company. Any unused portion of the Retainer which remains unused upon expiration or termination of this Agreement will be promptly (within five (5) days of such expiration or termination) returned to the Client. The foregoing sentence shall survive expiration or termination of this Agreement.

2.2 Expenses. In addition to the compensation set forth in Section 2.1, the Client shall reimburse the Company for all pre-approved 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). Reasonable expenses for postage, overnight mail charges, fax charges and copy charges as necessary for the administration of the cases do not require pre-approval. The out-of-pocket expenses will be billed on the expense (non-fee) portion of the Company’s invoice to the Client 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. The Company shall bill the Client for its fees and expenses on a monthly basis, and the Client shall pay the Company, after application of any retainer, 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.

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. Upon the Company's completion of the Services, the Client shall file an Application to Terminate the Company's Employment (the "Application to Terminate Employment"), which shall, among other things release the Company from any further duties or obligations arising under this Agreement or otherwise. If at the time the Bankruptcy Court enters a final decree closing the bankruptcy case (the "Final Decree") the Client has not filed an Application to Terminate Employment, the Final Decree shall terminate the Company's employment and release the Company from any further duties or obligations arising under this Agreement or otherwise.

3.2 Termination.

(a) The Client may terminate this Agreement for convenience upon fifteen (15) days' written notice to the Company. Furthermore, in the event of any material breach of this Agreement by either party hereto, either party may terminate this Agreement upon ten (10) days' written notice to the other party for such other party's failure to cure same within the 10-day period. In the event that termination of this Agreement in accordance with this Section requires approval of the Bankruptcy Court, then the terminating party shall apply to the Bankruptcy Court for an order allowing for such termination. Waiver of any 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).

(c) In accordance with the Bankruptcy Court's Local Rules, procedures and/or directives, or in the absence thereof, as soon as practicable (1) following the entry of a Final Decree, or (2) following the conversion of the cases to Chapter 7, the Company shall forward to the Bankruptcy Court all paper copies of documents required to be provided thereto. For all other documents, the Company shall retain paper copies and electronic copies for eighteen (18) months (1) following the entry of a Final Decree, or (2) following the conversion of the cases to Chapter 7. Following the eighteen (18) month retention period, the Company shall have the right to destroy all such documents (or return them to the Client, if they so request). Subject to the Company's compliance herewith, this provision shall not otherwise affect the Company's normal course business processes for archives and back-up tapes.

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 Client. Neither the Company nor any of its employees shall be entitled to any benefits provided by the Client to its employees, and the Client 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 Client. Nothing in this Agreement requires the Client to use the Company for any future work relating to the Services, and, in the event the Client decides to use another party for such future work, the Company agrees to cooperate fully with the Client to ensure a smooth transition to the new party.

5. Accuracy of Client Supplied Information. The Client is 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 reviewing the output of such information as prepared by the Company. 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 Client and, with respect to Schedules and Statements preparation, all decisions that are the Client’s responsibility are at the sole discretion and direction of the Client. All Schedules and Statements filed on behalf of, or by, the Client are reviewed and ultimately approved by the Client, and the Company bears no responsibility for the accuracy or contents therein to the extent provided by the Client.

6. Confidential Information.

6.1 Confidentiality. In connection with this Agreement, the Client and the Company (as the case may be, the “Disclosing Party”) may disclose to the Company or the Client (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, or otherwise to the extent required by law; provided that the Receiving Party shall promptly notify the Disclosing Party in advance of such required disclosure in order to give the Disclosing Party a reasonable opportunity to object to same. Within ten (10) days following written request from the Disclosing Party after termination or expiration of this Agreement, the Receiving Party shall return to the Disclosing Party (or, at the Disclosing Party’s discretion, destroy) the Disclosing Party’s Confidential Information and any copies thereof.

6.2 Protection of Intellectual Property. Each party acknowledges that the other party’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 such party. Accordingly, each party agrees to use its 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 Client understands 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 Client further agrees 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 (other than ideas, concepts, know-how or techniques containing or otherwise utilizing Client Confidential Information or Client intellectual property).

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 without confidentiality restriction prior to the time of disclosure by the Disclosing Party to the Receiving Party; (c) information that is obtained without confidentiality restriction from a third party who, to the Receiving Party’s knowledge, has the right to make such disclosure without restriction; or (d) information that is expressly released for publication, and without restriction, 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. Indemnification. Notwithstanding any provision in the Application or the Agreement to the contrary, the Client has no obligation to indemnify the Company, or provide contribution or reimbursement to the Company, for any claim or expense that is either (a) judicially determined (the determination having become final) to have arisen from the Company’s gross negligence or willful misconduct or (b) settled prior to a judicial determination as to the Company’s gross negligence or willful misconduct, but determined by the Bankruptcy Court, after notice and a hearing, to be a claim or expense for which the Company should not receive indemnity, contribution or reimbursement under the terms of the Agreement, as modified by the Order. If, before the earlier of (a) the entry of an order confirming a chapter 11 plan in this case (the “Confirmation Order”) and that Confirmation Order having become a final order no longer subject to appeal, and (b) the entry of the Final Decree closing this chapter 11 case, the Company believes that it is entitled to the payment of any amounts by the Client on account of the Client’s indemnification, contribution and/or reimbursement obligations under this Agreement (as modified by the Order), including without limitation the advancement of defense costs, the Company must file an application therefore in the Bankruptcy Court, and the Client may not pay any such amounts to the Company before the entry of an order approving the payment

8. Jurisdiction. In the event of a bankruptcy, this Agreement is subject to the approval of the Bankruptcy Court, and such Court shall retain jurisdiction over all matters regarding this Agreement.

9. 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 transportational 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.

10. 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., 1985 Marcus Avenue, Suite 200, Lake Success, New York 11042, Attention: David Isaac, Chief Executive Officer; and if to the Client, to Richards, Layton & Finger, P.A., One Rodney Square, 920 North King Street, Wilmington, Delaware 19801, Attention: Lee E. Kaufman, Esq.

11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware (without reference to its conflict of laws provisions).

12. 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.

13. Assignment. This Agreement and the rights and obligations of the Company and the Client hereunder shall bind and inure to the benefit of any successors or assigns thereto. Company may not assign this Agreement without the Clients' prior written consent.

14. General. This Agreement supersedes and replaces any existing agreement entered into by the Company and the Client relating generally to the same subject matter, and may be modified only in a writing signed by the Company and the Client. 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. In the event that the Client files for bankruptcy protection, the Client shall file an application with the Bankruptcy Court (the "Application") seeking approval of this Agreement. If the Bankruptcy Court enters an order approving the Application (the "Order"), any discrepancies between this Agreement, the Application, and/or the Order shall be controlled by the Order.

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

**BÖWE BELL + HOWELL HOLDINGS, INC.**  
(on behalf of itself and the Client entities)

By: \_\_\_\_\_  
Name:  
Title:

**THE GARDEN CITY GROUP, INC.**

By:   
Name: Karen B. Shaer  
Title: Exec. Vice Pres. & Gen. Counsel

**Exhibit A**

**(Pricing for Services)**



## GCG Pricing

### Set-Up Creditor File

Set-up fee .....	Waived
Electronic import of creditor data .....	No per creditor charge
Assist with production of Schedules and Statements of Financial Affairs .....	Standard hourly rates

### Noticing

Laser printing (includes folding, insertion, and envelopes) .....	\$0.10 per page (volume discounts apply)
Electronic noticing (e-mail) .....	\$100 per 1,000
Facsimile noticing (domestic facsimile) .....	\$0.10 per page
Personalization/labels.....	\$0.05 each
Legal publication of notice.....	Quote
Processing undeliverables .....	\$0.25 each

### Document Management

Sort and prep mail (including handling remails).....	Standard hourly rates
Document scanning.....	\$0.12 per image
Document monthly storage (paper) .....	\$1.50 per box
(electronic).....	\$0.02 per creditor/image (waived for first three months)

### Claims Administration

Association of claimant name and address to database.....	\$0.15 per claim
Processing of claims, including non-conforming claims, supervisory review, and application of message codes .....	Standard hourly rates

### Balloting

Balloting (including coordination with nominees and Broadridge and processing of master ballots, tabulation, verification and certification of vote) .....	Standard hourly rates
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### GCG's Proprietary Electronic Database

License fee .....	No charge
Remote access/Permitted users .....	\$250 per month/unlimited users

