

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 10-11310 (BLS)
MAGIC BRANDS, LLC, <i>et al.</i> ,	:	
	:	(Joint Administration Requested)
	:	
Debtors. ¹	:	
	:	
	:	
	X	

**APPLICATION FOR AN ORDER APPROVING DEBTORS' RETENTION OF
KURTZMAN CARSON CONSULTANTS LLC AS CLAIMS, NOTICE AND
BALLOTING AGENT PURSUANT TO 28 U.S.C. § 156(c), BANKRUPTCY RULE
2002(f) AND LOCAL RULE 2002-1(f), *NUNC PRO TUNC* TO THE PETITION DATE**

Magic Brands, LLC and its debtor affiliates, as debtors and debtors in possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), hereby submit this Application for an Order Approving Debtors' Retention of Kurtzman Carson Consultants LLC ("KCC") as their claims, notice and balloting agent ("Claims Agent") pursuant to 28 U.S.C. § 156(c), Rule 2002(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2002-1(f) of the Local Rule of Bankruptcy Practice and Procedures of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") (the "Application"). In support of this Application, the Debtors rely upon and incorporate by reference the *Declaration of Gregor Grant in Support of Chapter 11 Petitions and*

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Magic Brands, LLC ("Magic") (8989); Fuddruckers, Inc. ("Fuddruckers") (8267), Atlantic Restaurant Ventures, Inc. ("Atlantic") (9769), King Cannon, Inc. ("King Cannon") (8671), and KCI, LLC ("KCI") (9281). The address for all of the Debtors is 5700 Mopac Expressway, Suite C300, Austin, Texas 78749.



First Day Pleadings (the “Grant Declaration”),² filed contemporaneously herewith. In support of the Application, the Debtors respectfully represent as follows:

Jurisdiction

1. This Court has jurisdiction to consider this Application under 28 U.S.C. §§ 157 and 1334. This is a core proceeding under 28 U.S.C. § 157(b). Venue is proper under 28 U.S.C. §§ 1408 and 1409. The relief requested herein is predicated on Bankruptcy Rule 2002(f) and Local Rule 2002-1(f).

Background

2. On the date of this Application (the “Petition Date”), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. Contemporaneously with the filing of this Motion, the Debtors filed a motion seeking joint administration of the Chapter 11 Cases pursuant to Bankruptcy Rule 1015(b).

3. The Debtors continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner or statutory committee has been appointed in the Debtors’ cases.

4. The Debtors own, operate and franchise fast casual dining establishments under the concepts of Fuddruckers™ and Koo Koo Roo™. As of the Petition Date, the Debtors operate approximately 98 corporate owned locations and have 135 franchised locations located in 33 states and the District of Columbia with additional franchised locations in Canada and Puerto Rico. Fuddruckers, a leader in the fast casual restaurant segment, has a long established reputation for high quality, upscale hamburgers that are grilled fresh-to-order. Koo Koo Roo restaurants offer a variety of healthy chicken dishes.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the [insert] Declaration.

5. Prior to the Petition Date and continuing post-petition, the Debtors have been closing unprofitable corporate-owned locations in an effort to return the company to positive cash flow and stronger earnings. The Debtors commenced the Chapter 11 Cases to complete their restructuring and position the business for a sale that should maximize value for creditors and other constituents. The contemplated sale of substantially all of the Debtors' assets should allow the Debtors to emerge quickly from bankruptcy as a stronger and healthier enterprise, saving over 1,500 jobs in the process and generating a meaningful recovery for creditors. Additional information regarding the Debtors' business, capital structure and the circumstances leading up to these chapter 11 filings is contained in the Grant Declaration.

Relief Requested

6. By this Application, the Debtors request entry of an order (a) authorizing the Debtors to employ and retain KCC as the Debtors' Claims Agent in connection with their Chapter 11 Cases in accordance with the terms and conditions of that certain services agreement, attached hereto as Exhibit B (the "Agreement"), and (b) appointing KCC as an agent of the Debtors pursuant to section 156(c) of title 28 of the United States Code, Bankruptcy Rule 2002(f) and Local Rule 2002-1(f). In support of this Application, the Debtors submit the Affidavit of Albert H. Kass, attached hereto as Exhibit A (the "Kass Affidavit").

A. Scope of KCC's Services

7. The Debtors seek to engage KCC to, among other things: (i) transmit certain notices (including the notice of commencement of these cases, and the bar date notice with proof of claim forms); (ii) receive, docket, scan, maintain and photocopy claims filed against the Debtors; (iii) assist the Debtors in distribution of solicitation materials; (iv) receive, review and tabulate ballots cast in accordance with voting procedures approved by this Court; and (v) assist the Debtors with certain administrative functions relating to any chapter 11 plan that the Debtors

might file in these cases. The Debtors submit that if KCC is not engaged, then the Debtors may have to divert substantial human resources to, among other tasks, manage the claims process and implement the plan solicitation process.

8. It is anticipated that KCC will perform some or all of the following services as Claims Agent at the request of the Debtors or the Clerk of the Court (the “Clerk’s Office”):

- (a) Preparing and serving all required notices in these cases including, among others:
 - notice of commencement of these Chapter 11 Cases and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - notice of claims bar dates;
 - notices of any hearing on the Debtors’ disclosure statement and confirmation of the Debtors’ chapter 11 plan; and
 - such other miscellaneous notices as the Debtors of the Court may deem necessary or appropriate for the order administration of these Chapter 11 Cases;
- (b) within five (5) days of the service of a particular notice, file with the Clerk’s Office a certificate or affidavit that includes: (i) a copy of the notice served; (ii) a list of persons upon whom the notice was served along with their addresses; 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 these Chapter 11 Cases;
- (d) maintain the official claims registers in each of the Debtors’ Chapter 11 Cases by docketing all proofs of claim and proofs of interest in the applicable claims database that includes the following information for each such claim or interest asserted:
 - 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;
 - the date of the proof of claim or proof of interest was received by KCC and/or the Court;
 - the claim number assigned to the proof of claim or proof of interests;

- the asserted amount and classification of the claim; and
 - the applicable Debtor against which the claim or interest is asserted;
- (e) implement necessary security measures to ensure the completeness and integrity of the claims registers;
 - (f) transmit to the Clerk's Office a copy of the claims registers on a weekly basis, unless requested by the Clerk's Office on a more or less frequent basis;
 - (g) maintain an up-to-date mailing list for all entities that have filed proofs of claim or proofs of interest and make the list available upon request to the Clerk's Office or any party in interest;
 - (h) provide access to the public for examination of copies of proofs of claim or proofs of interest filed in the case without charge during regular business hours;
 - (i) record all transfers of claim pursuant to Bankruptcy Rule 3001(e) and provide notice of the transfers as stated by Bankruptcy Rule 3001(e);
 - (j) comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders and other requirements;
 - (k) promptly comply with such further conditions and requirements as the Clerk's Office may at any time prescribe;
 - (l) provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Debtors;
 - (m) oversee the distribution of the applicable solicitation materials to each holder of a claim against or interest in the Debtors;
 - (n) respond to mechanical and technical distribution and solicitation inquiries;
 - (o) receive, review and tabulate the ballots cast, and make determinations with respect to each ballot as to its timeliness, compliance with the Bankruptcy Code, Bankruptcy Rules and procedures ordered by this Court subject, if necessary, to review and ultimate determination by the Court;
 - (p) certify the results of the balloting to the Court; and
 - (q) perform such other related plan-solicitation services as may be requested by the Debtors.

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

B. KCC's Qualifications

10. The Debtors believe KCC is well-suited for this retention because KCC is a bankruptcy administrator that specializes in providing administrative services including claims processing, noticing, balloting and other related services critical to the effective administration to chapter 11 debtors. KCC is also experienced in performing plan voting and distribution services, and other services relating to its role as Claims Agent. KCC has been retained to act as Claims Agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re International Aluminum Corporation*, Case No. 10-10003 (Bankr. D. Del. January 6, 2010) (Walrath, J.); *In re Specialty Packaging Holdings, Inc.*, Case No. 10-10142 (Bankr. D. Del. January 21, 2010) (Gross, J.); *In re Eddie Bauer Holdings Inc.*, Case No. 09-12099 (Bankr. D. Del. June 18, 2009) (Walrath, J.); *In re Premier Int'l Holdings Inc.*, Case No. 09-12019 (Bankr. D. Del. June 15, 2009) (Sontchi, J.); *In re Visteon*, Case No. 09-11786 (Bankr. D. Del. May 29, 2009) (Sontchi, J.); *In re Anchor Blue Retail Group, Inc.*, Case No. 09-11770 (Bankr. D. Del. May 28, 2009) (Walsh, J.); *In re Penton Business Media Holdings, Inc.* Case No. 10-10689

(Bankr. S.D.N.Y. February 11, 2010); In re Uno Restaurant Holdings Corporation, Case No. 10-10209 (Bankr. S.D.N.Y. January 22, 2010); In re EnviroSolutions of New York, LLC, et al., Case No. 10-11236 (Bankr. S.D.N.Y. March 15, 2010); In re Japan Airline Corporation, et al., Case No. 10-10198 (Bankr. S.D.N.Y. 2010); In re Black Gaming, LLC, Case No. 10-13301 (Bankr. D. Nev. March 5, 2010); In re Movie Gallery, Inc., et al., Case No. 10-30696 (Bankr. E.D. Va. February 3, 2010); In re Fleetwood Enterprises, Inc., Case No. 09-14254 (Bankr. C.D. Cal. March 20, 2009).

C. Compensation of KCC

11. The Debtors propose to retain KCC at the rates set forth in the Agreement. The Debtors and KCC have agreed (subject to the Court's authorization hereof) that KCC shall invoice the Debtors monthly for services rendered to the Debtors during the preceding month. The Debtors respectfully submit that KCC's rates for its services in connection with the notice, claims processing and solicitation services are competitive and comparable to the rates charged by their competitors for similar services. Under the Agreement, the Debtors have paid to KCC a retainer of \$30,000.

12. The Debtors believe the proposed rates to be charged by KCC for the services to be performed are reasonable and appropriate for services of this nature.

13. The Debtors' request that the undisputed fees and expenses of KCC incurred in the performance of the above-described services be allowed as an administrative expense of the Debtors' chapter 11 estates pursuant to section 503(b)(1)(A) of the Bankruptcy Code and be paid by the Debtors in the ordinary course of business, without the need to file any fee applications or otherwise seek further Court approval.

14. KCC will not cease providing services for any reason including nonpayment, 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 Unsecured Creditors filed in these cases by facsimile or overnight delivery

15. KCC will continue to perform the services contemplated by the Agreement in the event the Debtors' Chapter 11 Cases are converted to chapter 7 cases.

16. If KCC's services are terminated, KCC shall perform its duties until a complete transition with the Clerk's Office or any successor claims/noticing/balloting agent occurs.

17. KCC further 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 Agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government;
- c. in its capacity as Agent, KCC will not be an agent of the United States and will not act on behalf of the United States; and
- d. KCC will not employ any past or present employees of the Debtors in connection with its work as Agent.

18. 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.

D. Indemnification of KCC

19. As part of the overall compensation payable to KCC under the terms of the Agreement, the Debtors have agreed to certain indemnification obligations. The Agreement provides that the Debtors will indemnify and hold harmless KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents under certain circumstances specified in the Agreement; however, such indemnification will not extend to acts of gross negligence or willful misconduct by KCC. Both the Debtors and KCC believe that such

provisions are customary and reasonable for notice, claims and balloting agents retained in a chapter 11 case.

E. KCC's Rule 2014 Disclosures

20. To the best of the Debtors' knowledge, information and belief, other than as set forth herein or in the Kass Affidavit attached hereto, KCC has not represented and has no relationship with: (i) the Debtors; (ii) its creditors or equity security holders; (iii) any other parties in interest in these cases; (iv) the respective attorneys and accountants of any of the foregoing; or (v) the United States Trustee or any other person employed in the Office of the United States Trustee for the District of Delaware, in any matter relating to these cases.

21. As set forth in the Kass Affidavit, KCC believes it (a) neither holds nor represents any interest adverse to the Debtors or Debtors' estates on matters for which it is to be retained; (b) has no prior connection with the Debtors, their creditors or any other party in interest; and (c) is a "disinterested" person as such term is defined in section 101(14) of the Bankruptcy Code.

Basis for Relief

22. Bankruptcy Rule 2002 generally governs what notices must be provided to creditors and other parties in interest in bankruptcy cases. Under Bankruptcy Rule 2002(f), the Court may direct that some person, other than the Clerk of the Court, give notice of the various matters described in that provision. Pursuant to Local Rule 2002-1(f), in cases with more than 200 creditors, a debtor is required to file with the court a motion to retain a notice and/or claims clerk pursuant to 28 U.S.C. § 156(c).

23. In addition, 28 U.S.C. § 156(c) expressly authorizes the use of non-court services for noticing. It provides, in relevant part, as follows:

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

28 U.S.C. § 156(c).

24. For the foregoing reasons, the Debtors believe that the retention of KCC as Claims Agent is appropriate and in the best interest of the Debtors and their estates, creditors, equity security holders and other parties in interest.

Notice

25. Notice of this Application shall be provided to (i) the Office of the United States Trustee for the District of Delaware; (ii) counsel to Wells Fargo Capital Finance, Inc.; and (iii) the Debtors' thirty (30) largest unsecured creditors on a consolidated basis. As this Application is seeking first-day relief, notice of this Application and any order entered hereon will be served on all parties required by Del. Bankr. L.R. 9013-1(m). Due to the urgency of the circumstances surrounding this Application and the nature of the relief requested herein, the Debtors respectfully submit that no further notice of this Application is required.

WHEREFORE, the Debtors request entry of an order, substantially in the form attached hereto as Exhibit C, (1) authorizing KCC to act as Claims Agent for the maintenance and processing of claims; and (2) granting the relief requested herein and for such other and further relief as this Court may deem just and proper.

Dated: April 21, 2010
Wilmington, Delaware

Respectfully submitted,

/s/ Gregor Grant

Name: Gregor Grant

Title: Chief Financial Officer of
Magic Brands, LLC

Exhibit A
(Kass Affidavit)

-----X	
	: Chapter 11
In re:	:
	:
	: Case No. 10-13310 (BLS)
MAGIC BRANDS, LLC, <i>et al.</i>	:
	: (Joint Administration Requested)
	:
Debtors. ¹	:
	:
-----X	

I, Albert H. Kass, state the following under the penalty of perjury.

The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Magic Brands, LLC ("Magic") (8989); Fuddruckers, Inc. ("Fuddruckers") (8267), Atlantic Restaurant Ventures, Inc. ("Atlantic") (9769), King Cannon, Inc. ("King Cannon") (8671), and KCI, LLC ("KCI") (9281). The address for all of the Debtors is 5700 Mopac Expressway, Suite C300, Austin, Texas 78749.

2. The services that KCC proposes to render as Claims and Noticing Agent include, but are not limited to, the following:

- (a) Notifying all potential creditors of the filing of these chapter 11 cases and of the setting of the first meeting of creditors, pursuant to 11 U.S.C. § 341(a);
- (b) Filing affidavits of service for all mailings, including a copy of each notice, a list of persons to whom such notice was mailed, and the date mailed;
- (c) Maintaining an official copy of the Schedules, listing creditors and amounts owed;
- (d) Furnishing a notice of the last date for the filing of proofs of claim and a form for filing a proof of claim to creditors and parties in interest;
- (e) Docketing all claims filed and maintaining the official claims register on behalf of the Clerk and providing to the Clerk an exact duplicate thereof;
- (f) Specifying in the claims register for each claim docket (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant, (iv) the filed amount of the claim, if liquidated, and (v) the allowed amount of the claim;
- (g) Recording all transfers of claims and providing notices of the transfer as required pursuant to Bankruptcy Rule 3001(e);
- (h) Maintaining the official mailing list for all entities who have filed proofs of claim;
- (i) Mailing the Debtors' disclosure statement, plan, ballots and any other related solicitation materials to holders of impaired claims and equity interests;
- (j) Receiving and tallying ballots and responding to inquiries respecting voting procedures and the solicitation of votes on the plan; and
- (k) Providing any other distribution and administrative services as are necessary or required.

3. KCC is a bankruptcy administrator that specializes in providing administrative including claims processing, noticing, balloting and other related services critical to the effective

administration of chapter 11 debtors. KCC is also experienced in performing plan voting and distribution services, and other services relating to its role as Claims and Noticing Agent.

4. KCC has provided identical or substantially similar services in other significant chapter 11 cases in this and other districts. *See, e.g., In re International Aluminum Corporation*, Case No. 10-10003 (MFW) (Bankr. D. Del. 2010); *In re Specialty Packaging Holdings, Inc.*, Case No. 10-10142 (KG) (Bankr. D. Del. 2010); *In re Eddie Bauer Holdings Inc.*, Case No. 09-12099 (Bankr. D. Del. 2009); *In re Premier Int'l Holdings Inc.*, Case No. 09-12019 (CSS) (Bankr. D. Del. 2009); *In re Visteon*, Case No. 09-11786 (CSS) (Bankr. D. Del. 2009); *In re Anchor Blue Retail Group, Inc.*, Case No. 09-11770 (PJW) (Bankr. D. Del. 2009); *In re Penton Business Media Holdings, Inc.* Case No. 10-10689 (Bankr. S.D.N.Y. 2010); *In re Uno Restaurant Holdings Corporation*, Case No. 10-10209 (Bankr. S.D.N.Y. 2010); *In re EnviroSolutions of New York, LLC, et al.*, Case No. 10-11236 (Bankr. S.D.N.Y. 2010); *In re Japan Airline Corporation, et al.*, Case No. 10-10198 (Bankr. S.D.N.Y. 2010); *In re Black Gaming, LLC*, Case No. 10-13301 (Bankr. D. Nev. 2010); *In re Movie Gallery, Inc., et al.*, Case No. 10-30696 (Bankr. E.D. Va. 2010); *In re Fleetwood Enterprises, Inc.*, Case No. 09-14254 (Bankr. C.D. Cal 2009).² Accordingly, I believe that KCC is well qualified to act as Claims and Noticing Agent in these cases.

5. 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

² Because of the voluminous nature of the orders cited herein, they are not attached to the Application Copies of the orders, however, are available on request of Debtors' proposed counsel.

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 the Debtors' cases in matters unrelated to these cases.

6. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the 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. KCC and Administar operate as separate entities but are currently evaluating potential integration opportunities.

7. To the best of my knowledge, and except as disclosed herein, neither KCC, nor any employee thereof, is materially connected with the Debtors, their creditors, other parties in interest or the United States Trustee or any person employed by the Office of the United States Trustee, and to the best of my knowledge, after due inquiry, KCC and its employees:

- (a) are not creditors, equity security holders or insiders of the Debtors;
- (b) are not and were not, within two years before the date of the filing of the Debtors' chapter 11 petitions, directors, officers or employees of the Debtors; and

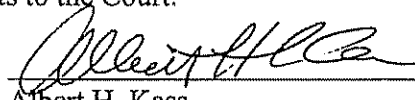
- (c) do not have an interest materially adverse to the interest of the Debtors' estates or any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with or interest in the Debtors, or for any other reason.

8. Accordingly, I submit that KCC is a "disinterested person," as that term is defined in 11 U.S.C. 101(14), as modified by § 1107(b) thereof.

9. As compensation for its services, KCC will charge the rates at least as favorable as those charged by KCC to other chapter 11 debtors for similar services. I believe that such compensation is reasonable in light of the services to be performed by KCC as Claims and Noticing Agent.

10. KCC will comply with all requests of the Clerk of the Bankruptcy Court and follow the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c). To the extent that any information disclosed herein requires amendment or modification as additional party in interest information becomes available to me, I will submit supplemental affidavits to the Court.

Executed on 4/19/, 2010


Albert H. Kass
Vice President of Corporate Restructuring
Services

State of California
County of Los Angeles—

Subscribed and sworn to before me on this 19th day of April, 2010, by Albert H. 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 Vanessa Quinones
Commission # 1732826
My Comm. Expires March 20, 2011

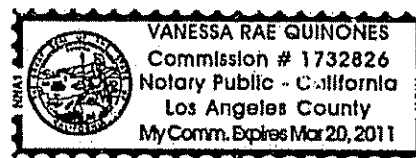


Exhibit B
(KCC Agreement)

KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 13th day of April, 2010, between Fuddruckers, Inc. (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

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

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.

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 with 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, to the extent permitted by applicable law.

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. 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 and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11



KCC AGREEMENT FOR SERVICES

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 \$30,000 (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 thirty (30) 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 unless such losses are due to gross negligence or willful misconduct of KCC. 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 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
2335 Alaska Ave.
El Segundo, CA 90245
Attn: Drake D. Foster
Tel: (310) 823-9000
Fax: (310) 823-9133

Fuddruckers, Inc.
5700 Mopac Expressway
Suite C300
Austin, TX 78739
Attn: Gregor Grant
Tel: (512) 891-1321
Fax: (800) 474-1164

With a copy to:
Goulston & Storrs, P.C.
400 Atlantic Ave.
Boston, MA 02110
Attn: Christine D. Lynch, Esq.
Tel: (617) 574-4185
Fax: (617) 574-7540

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.



KCC AGREEMENT FOR SERVICES

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 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. ASSIGNMENT

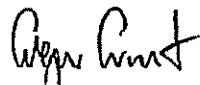
This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other, with the exception that this Agreement can be assigned without written consent by KCC to a wholly-owned subsidiary or affiliate of KCC.

XVI. 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.

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

Kurtzman Carson Consultants LLC


BY: Gregor Grant DATE: 4/14/10
TITLE: CFO

Fuddruckers, Inc.


BY: Albert Kass DATE: 4/15/2010
TITLE: VP, Corporate Restructuring



KCC CORPORATE RESTRUCTURING FEE STRUCTURE

FEES

Consulting Services & Rates¹

<u>Position</u>	<u>Avg. Rate</u>	<u>Hourly Rate</u>
Clerical	\$50.00	\$40.00-\$60.00
Project Specialist	\$110.00	\$80.00-\$140.00
Technology/Programming Consultant	\$165.00	\$140.00-\$190.00
Consultant	\$192.50	\$165.00-\$220.00
Senior Consultant	\$250.00	\$225.00-\$275.00
Senior Managing Consultant	\$295.00	\$295.00
Weekend, holidays and overtime	Waived	Waived

EXPENSES²

Claims Management & Administration

Database and System Access (Unlimited users)	\$0.10 per record per month
Case-specific public website hosting	Waived
Creditor import	\$0.10 per creditor
Proof of Claim input	\$0.15 per claim

Notice Printing & Publication Services

Set-up	Waived
Printing, photocopies and labels	\$0.10 per image
Electronic noticing (e-mail)	\$50.00 per 1,000
Electronic noticing (domestic facsimile)	\$0.20 per page
Claim Acknowledgement Card	\$0.25 per notice
Insert creditor information into customized documents	\$0.10 per piece
Document folding and inserting	\$0.10 per document
Finishing – tape binding ³	\$1.25 per document

¹ Please note that additional professional services not covered by this proposal will be charged at hourly rates, including any outsourced services performed under our supervision and control. In addition, KCC agrees to provide a 10% monthly discount on Consulting fees incurred in such time period to Company for the duration of engagement.

² Expenses shall be consistent with the general practice procedures authorized in the District of Delaware.

³ This is an optional service for documents exceeding 200 images.



KCC CORPORATE RESTRUCTURING FEE STRUCTURE

Legal notice publishing	Quote prior to publishing
Document Management/Imaging	
Electronic imaging (scanning & bar-coding)	\$0.15 per imaged page
Virtual data room	Quote prior to VDR set-up
CD-ROMs (Mass Document Storage)	Varies upon requirements
Call Center Services	
Case-specific voice-mail box for creditors	Waived
Interactive Voice Response ("IVR")	\$1,500 set up \$0.34 per minute
Monthly maintenance charge	\$100 per month
Management of Call Center	Standard hourly rates
Solicitation & Vote Tabulation	
Set-up, tabulation and vote verification	Applicable consulting fees only
Printing and mailing ballots	Subject to unit pricing for mailing and noticing above
Public Securities Services	
Quotes for the following services are available upon request:	
<ul style="list-style-type: none"> • Notice Event • Voting Event • Voting and Corporate Action Event • Security Holder Identification Report 	
Disbursements	
Check issuance	Quote prior to printing
W-9 mailing and maintenance of TIN database	See hourly rates and noticing charges

KCC CORPORATE RESTRUCTURING FEE STRUCTURE

Standard and Customized Reporting

The following services are available at consulting rates:

- Preparation of Service Lists
- Preparation of Claims Registers & Claims Reports
- Claims Reconciliation
- Preparation of Claims Objection Exhibits
- Custom Data Extraction & Forensics
- Preference Data Compilation
- Preparation of Schedules & SOFA
- Preparation of Ballot Tabulations/Disbursements Reports
- Contract and Lease Analysis
- Preparation of Claim Transfer Reports
- Preparation of Exhibits to Plan and Disclosure Statement
- Preparation of Custom Reports
- Other Services as Requested by Client

EXHIBIT C
(Proposed Order)

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

	X	
	:	Chapter 11
In re:	:	
	:	Case No. 10-11310 (BLS)
MAGIC BRANDS, LLC, <i>et al.</i> ,	:	
	:	(Joint Administration Requested)
	:	
Debtors. ¹	:	Re: Docket No ____
	:	
	X	

**ORDER APPROVING DEBTORS' RETENTION OF KURTZMAN CARSON
CONSULTANTS LLC AS CLAIMS, NOTICE AND BALLOTING AGENT PURSUANT
TO 28 U.S.C. § 156(c), BANKRUPTCY RULE 2002(f) AND LOCAL RULE 2002-1(f)
NUNC PRO TUNC TO THE PETITION DATE**

Upon consideration of the application (the "Application")² of the debtors and debtors in possession in the above-captioned cases (collectively, the "Debtors") for entry of an order, pursuant to 28 U.S.C § 156(c), Bankruptcy Rule 2002(f) and Local Rule 2002-1(f), approving the Debtors' retention of Kurtzman Carlson Consultants LLC ("KCC") as claims, noticing and balloting agent and as Claims Agent in these Chapter 11 Cases; and upon the Affidavit of Albert H. Kass (the "Kass Affidavit"), attached to the Application as Exhibit C; due and adequate notice of the Application having been given, and it appearing that no further or other notice is required; the Court being satisfied that KCC is a "disinterested person" as such term is defined under section 101(14), as modified by section 1107(b) of the Bankruptcy Code, and that the retention of KCC is necessary and in the best interests of the Debtors and their estates, creditors and equity security holders; and after due deliberation and sufficient cause appearing therefore; it is hereby;

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Magic Brands, LLC ("Magic") (8989); Fuddruckers, Inc. ("Fuddruckers") (8267), Atlantic Restaurant Ventures, Inc. ("Atlantic") (9769), King Cannon, Inc. ("King Cannon") (8671), and KCI, LLC ("KCI") (9281). The address for all of the Debtors is 5700 Mopac Expressway, Suite C300, Austin, Texas 78749.

² Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Application.

ORDERED that the Application is granted; and it is further

ORDERED that the Debtors' retention of KCC as Claims Agent under the terms of the Agreement, as modified by this Order, is approved; and it is further

ORDERED that the Debtors are authorized to retain KCC effective as of the Petition Date to perform the noticing, claims processing, balloting and other services described in the Application, including, but not limited to, receiving, maintaining, recording and otherwise administering proofs of claim filed in these Chapter 11 Cases; and it is further

ORDERED that pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of KCC incurred pursuant to the Agreement are to be treated as an administrative expense of the Debtors' chapter 11 estates;

ORDERED that the Debtors shall pay KCC in the ordinary course of business on a monthly basis, in accordance with the Agreement, upon the receipt of reasonably detailed invoices setting forth the services provided by KCC and the reasonable and necessary expenses incurred for the prior month, without the necessity for KCC to file an application for compensation or reimbursement with the Court; provided, however, that at the time invoices are delivered to the Debtors, KCC shall also serve a copy of the invoices on the Office of the United States Trustee and any official committee(s) appointed in these cases; and it is further

ORDERED that in addition to the services set forth in the Application and the Agreement, KCC is authorized to provide other noticing, claims processing, solicitation and administrative services the Debtors may request from time to time; and it is further

ORDERED that, 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; and
- 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 (iii) 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 Application and Order;

and it is further

ORDERED that KCC may hold its retainer under the Agreement during these Chapter 11 Cases as security for the payment of expenses only under the Agreement; and it is further

ORDERED that, except as provided above, if, before the earlier of (i) entry of an order confirming a chapter 11 plan in these cases (that order having become a final order no longer subject of appeal), and (ii) the entry of an order closing these Chapter 11 Cases, KCC believe 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 Agreement, including without limitation the advancement of defense costs, KCC must file an application therefor in this Court, and the Debtors may not pay any such amounts to KCC 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

KCC for indemnification, contribution and/or reimbursement and not a provision limited the duration of the Debtors' obligations to indemnify KCC; and it is further

ORDERED that, notwithstanding anything to the contrary contained herein, (a) any payment made, or authorization contained, hereunder shall be subject to the requirements imposed on the Debtors under any order approving debtor-in-possession financing (a "DIP Order"), and (b) any claim for which payment is authorized pursuant to this Order that is treated as an administrative expense of the Debtors' estates shall be and is subject and subordinate to any and all claims, liens, security interests and priorities granted to the DIP Lenders and the DIP Agent (as defined in the DIP Order) as adequate protection for the use of their cash collateral pursuant to, in accordance with and subject to the terms of the applicable DIP Order, and payment on any such claim shall be subject to any and all restrictions on payments in the DIP Order and any other order of the Court authorizing the Debtors' use of cash collateral; and it is further

ORDERED that if these cases are converted to cases under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services until all claims in these cases have been processed; and it is further

ORDERED that if KCC is unable to provide the services set forth in the Agreement, KCC will immediately notify the Clerk's Office, the Debtors and Debtors' counsel and cause all original proofs of claim and computer information to be turned over to another claims agent with the advice and consent of the Clerk, the Debtors and Debtors' counsel; and it is further

ORDERED that KCC shall not cease providing services for any reason including nonpayment, 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 Unsecured Creditors filed in these cases by facsimile or overnight delivery; and it is further

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

Dated: April _____, 2010
Wilmington, Delaware

THE HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE