

**EXHIBIT B**

**American Legal Claim Services, LLC**

**Services Agreement**

The following services agreement (the "Agreement") sets forth the terms and conditions upon which American Legal Claim Services, LLC ("ALCS"), a Florida limited liability company whose address is 765 Flowers Street, Saint Augustine, FL 32092 (Telephone 904-329-0508) and The Glebe, Inc. (the "Client-Debtor") whose address is 200 The Glebe Blvd., Daleville, Virginia 24083 agree to the engagement of ALCS to provide bankruptcy administration services; as outlined in the statement of work attached as Exhibit A, hereto, to the Client-Debtor.

In consideration of the outlined provisions contained in this Agreement, the Client-Debtor agrees to compensate ALCS in accordance with the fee schedule attached as Exhibit B. Subject to order of the United States Bankruptcy Court, ALCS and the Client-Debtor hereby agree to the following terms and conditions and hereto enter into this Agreement this 2<sup>TH</sup> day of July, 2010.

**Terms and Conditions**

**1. Term**

The effective date of this contract shall be 1) the later of dates of execution by ALCS or the Client-Debtor or 2) a date specifically set in the order of the United States Bankruptcy Court which authorizes the retention of ALCS. This Agreement shall remain in force from the effective date until either 1) a party to this Agreement exercises its rights to effect suspension or termination as provided herein or 2) by order of the United States Bankruptcy Court.

**2. Services**

ALCS agrees to provide bankruptcy administration services consistent with those required during pending bankruptcy proceedings. Details of the services anticipated to be performed are described on Exhibit A, attached hereto. ALCS further agrees to provide the Client-Debtor any other services ~~reasonably necessary for the successful administration of the bankruptcy proceedings.~~ ALCS will provide such services under the direction of the Client-Debtor, its attorneys, its financial advisors or the Clerk of Courts.

If the Client-Debtor is a public company or has publicly traded securities, Client-Debtor agrees that ALCS may retain the services of professionals experienced in the specific field of security holder noticing, solicitation and balloting. ALCS must provide Client-Debtor with a proposal for those services from the firm or professionals sought to be retained. ALCS agrees not to retain such firm or professionals without the expressed consent of the Client-Debtor. Client-Debtor agrees that all charges incurred from the services of such firm or professionals are separate and in addition to the attached Exhibits A & B but are hereby included in paragraph 3 below.

### **3. Charges**

ALCS agrees to create a monthly invoice that sets forth reasonable detail of the services provided to the Client-Debtor using Exhibit B as the basis for unit charges. Client-Debtor agrees to pay such invoice within 30 days of the date of the invoice. ALCS's hourly rates and time worked will be recorded and presented in quarter hour increments. In the event of suspension or termination of this Agreement, charges attributable to a monthly base fee shall be pro-rated based on a 30-day calendar month. Client-Debtor shall remain liable for all charges incurred up to and including the date of suspension or termination of this Agreement. In the event that the invoice is not paid within 30 days of the date of the invoice, Client-Debtor will be required to pay a 1% per month late fee on unpaid balances. In the event the invoices to the Client-Debtor remain unpaid for a period of more than 60 days from the date of the invoice, ALCS reserves the right to petition the Court to compel payment for unpaid invoices.

Client-Debtor agrees to pay a deposit of \$7,500 to ALCS which will remain on deposit with ALCS until the end of the term of the Agreement. Any remaining balance after applying the deposit to the final bill shall be returned to the Client-Debtor within 30 days of the end of the term of the Agreement.

Client-Debtor agrees to pay fees associated with the retention of a firm or professional used in connection with communicating with public securities holders upon expressed consent of their retention, and in accordance with the terms set forth in their services proposal/services agreement.

From time to time ALCS may require pre-payment for services. In such cases an invoice will be created and such payments shall be remitted to ALCS prior to the services being performed. This shall be the case with postage associated with large mailings and publication of notices in newspapers and other publications among other things.

### **4. Suspension and Termination**

In the event of either the Client-Debtor's continued delinquency in payment of monthly invoices or nonpayment of the deposit, ALCS reserves the right to petition the United States Bankruptcy Court for immediate suspension and voidance of this Agreement until proper resolution of the condition which led to such suspension or voidance has been accomplished by the Client-Debtor.

Upon written notice by the Client-Debtor to ALCS, this Agreement can be terminated without cause. The termination shall be effective 30 days from the date of receipt of such written notice by ALCS. Client-Debtor shall be liable for all charges incurred up to and including the termination date.

ALCS may terminate this Agreement only upon petition of the United States Bankruptcy Court. ALCS reserves the right to petition the United States Bankruptcy Court for an order for

immediate termination of the Agreement. The effective date of such agreement shall be determined by such order setting forth termination of the Agreement.

## **5. Confidentiality**

ALCS understands that this Agreement may be entered into by the parties prior to the Client-Debtor's filing of bankruptcy petitions with the Bankruptcy Court. In the event this Agreement is entered into prior to the Client-Debtor filing for bankruptcy, ALCS agrees to not disclose to any person or third party the nature of this Agreement, the relationship with the Client-Debtor or the Client-Debtor's status.

ALCS acknowledges its responsibility for confidentiality of the Client-Debtor's records. ALCS agrees to exercise reasonable care to preserve the Client-Debtor's confidentiality regarding records. Client-Debtor acknowledges that ALCS is subject to the United States Bankruptcy Court's request for records and other information with respect to the pending bankruptcy proceedings. Client-Debtor agrees that ALCS' responsibility to preserve confidentiality does not extend to 1) information that is in the public domain at the time of disclosure to ALCS, 2) information that is considered to be public record for the purposes of administering the pending bankruptcy, 3) information ALCS receives about the Client-Debtor from third parties and 4) information which is required to be disclosed or produced pursuant to court order.

Client-Debtor agrees that obligation of ALCS to preserve confidentiality under this Agreement expires 3 years from the effective date of termination of this Agreement.

Client-Debtor agrees to preserve the confidentiality of all systems, methods, procedures, software, applications, and technology operated by ALCS in the course of performing bankruptcy administration services under the terms of this Agreement.

## **6. Title, Property and Rights of Ownership**

Client-Debtor agrees that ALCS reserves all title property and rights to ownership without limitation to all materials, publications, routines, methods, systems, procedures, software, applications, programs, and other proprietary interests necessary to perform bankruptcy administrative services under the terms of this Agreement.

Client-Debtor agrees that payments received for professional labor, expenses and services rendered do not vest Client-Debtor with any rights to the material, publications, routines, methods, systems, procedures, software, applications, and programs and other proprietary interests of ALCS.

Client-Debtor agrees that without limitation any materials, publications, routines, methods, systems, procedures, software, applications, and programs related to bankruptcy administrative services developed or enhanced by ALCS during the course of this Agreement shall be the exclusive property of ALCS.

ALCS agrees that all data, reports and other tangible work product produced by ALCS specifically on behalf of, or at the request of the Client-Debtor during the course of the Agreement shall be deemed Client-Debtor's property.

#### **7. Delivery of Data**

Client-Debtor agrees that all data, records, files, reports and other information provided to ALCS for performance under this Agreement shall be transported or delivered at the risk, liability and expense of the Client-Debtor. In the event of the Client-Debtor fails to deliver any data, records, files, reports or other information in accordance with any proposed and agreed upon schedule, Client-Debtor agrees that ALCS may extend, as necessary, the performance of the related bankruptcy administrative services. Client-Debtor further agrees that performance of bankruptcy administration services may be extended or delayed as a result of either 1) federal holidays and other closures affecting the Bankruptcy Court or 2) holidays, events and occasions related to the corporate operations of ALCS.

#### **8. Warranty**

ALCS agrees to provide a good faith and diligent effort to minimize charges and expenses incurred as the result of errors or omissions created by ALCS. In the event ALCS and /or Client-Debtor discovers errors or omissions made by ALCS, ALCS accordingly agrees to reasonably adjust all charges and expenses related to or arising out of such errors or omissions and to report them to the Client-Debtor.

Client-Debtor agrees that ALCS is a repository for certain raw bankruptcy data accumulated during the course of the Client-Debtor's case. Client-Debtor agrees that any such reports of raw bankruptcy data supplied by ALCS to the Client-Debtor or its counsel are also done so purely as a convenience. Client-Debtor agrees that ALCS is not engaged in rendering legal, accounting or other professionals services for which the reports may be relied upon.

Client-Debtor agrees that ALCS shall not be liable for non-performance or delay of the performance of this Agreement if such non-performance or delay arises out of conditions or causes beyond the control of ALCS. Such conditions or causes include, but are not limited to, acts of God or public enemy, war, fire, flood, loss of power, mechanical failure, electrical failure, technical failure or governmental order.

Client-Debtor agrees that ALCS provides the limited warranty contained herein in lieu of all warranties, expressed or implied, including but not limited to, any implied warranty of merchantability, fitness or adequacy for any particular purpose, use, quality, productiveness or capacity.

**9. Limitations of Liability and Indemnification**

Client-Debtor agrees that it is solely responsible for, without limitation, the accuracy of all data, records, files, and materials submitted to ALCS for bankruptcy administrative services performed under this Agreement.

Client-Debtor agrees to indemnify and hold harmless ALCS from and against and losses, claims, damages, judgments, liabilities and expenses (including reasonable attorney's fees and expenses) other than willful misconduct, gross negligence and bad faith which Client-Debtor may incur as a result of 1) any error in data, records, files, reports, materials or information furnished to ALCS, on behalf of the Client-Debtor, its attorneys or its financial advisors; required or necessary to perform under this Agreement or 2) action taken by ALCS in good faith or with reliance upon instructions received from the Client-Debtor, its attorneys or financial advisors; for services in connection with, related to or arising out of this Agreement.

**10. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the state of Florida.

**11. General**

This Agreement may not be amended, altered, or modified without the express written consent of an authorized representative of both parties.

This Agreement, together with all of the rights and duties provided for herein shall not be assigned without the express written consent of an authorized representative of both parties.

This Agreement shall be subject to the approval of the United States Bankruptcy Court.

**12. Notices**

All notices in connection with, related to or arising under this Agreement shall be given or made upon the respective parties in writing forwarded to the appropriate addresses that follow:

<p>If to ALCS:  American Legal Claim Services, LLC  Attn: Jeffrey L. Pirrung  765 Flowers Street  Saint Augustine, FL 32092  Phone: (904) 329-0508  Email:  <a href="mailto:jeff.pirrung@americanlegalclaims.com">jeff.pirrung@americanlegalclaims.com</a></p>	<p>If to Client-Debtor:  The Glebe, Inc.  Attn: Randall Robinson, President  200 The Glebe Blvd.  Daleville, VA 24083    Phone: <u>(540) 825-1569</u>    Email: <a href="mailto:rrobinson@vbh.org">rrobinson@vbh.org</a></p>
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The parties do hereby acknowledge that they have examined this Agreement, understand it and agree to be bound by its terms and conditions. The parties further agree that this Agreement exists as their exclusive and superseding statement regarding the employment of American Legal Claim Services, LLC to provide bankruptcy administration services to Client-Debtor.

In witness whereof, the parties have hereto executed this Agreement.

American Legal Claim Services, LLC

By: [Signature]

Title: Executive Director

Date: July 6, 2010

The Glebe, Inc.

By: [Signature]

Title: PRESIDENT/CEO

Date: July 6, 2010

Exhibit A

**Statement of Work**

- I. **Provide certain noticing, claims processing and balloting administration services, including, without limitation:**
  - a. Prepare and serve required notices in this Chapter 11 case, including:
    - i. Notice of commencement and the initial meeting of creditors under §341
    - ii. Notice of claims bar date
    - iii. Notices of objection to claims and objections to transfers of claims
    - iv. Notices of hearings
    - v. Notices of transfer of claims
    - vi. Documents related to sales
    - vii. Documents related to the Disclosure Statement of Plan of Reorganization if applicable
    - viii. Notice of Effective Date if applicable
    - ix. Such other notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of this bankruptcy case.
  - b. Within five days after mailing of a particular notice, file with the Court a proof of service including a service list with the names and addresses of each party served and the manner of service.
  - c. Receive, examine, and maintain copies of all proofs of claim filed in this bankruptcy case.
  - d. Maintain the official register of claims by docketing all claims in a claims database which includes at least:
    - i. the name and address of the claimant and any agent thereof if applicable;
    - ii. the date the proof of claim was received by ALCS or the Court;
    - iii. the official number assigned to the proof of claim;
    - iv. the asserted amount and classification of the claim.
  - e. Record all transfers of claim pursuant to Bankruptcy Rule 3001(e).
  - f. Revising the creditor matrix if necessary.
  - g. Record any order entered by the Court, which may affect a proof of claim, in the claim register.
  - h. Monitor the Court's docket for any pleading related to a claim and adjusting the claim register accordingly.
  - i. File a complete claim register with the Court on a quarterly basis or more regularly if requested by the Clerk's office.
  - j. Maintain an up-to-date mailing list of all creditors and all entities who have filed proofs of claim or requests for notices in the case and providing such list to the Court or any other requesting party within 48 hours.

Exhibit A

**Statement of Work**

- k. Provide access to the public for examination of claims and the claims register during the hours of 9:00 a.m. and 4:30 p.m. prevailing Eastern Time, Monday through Friday at no charge.
- l. Forward all claims, an updated claims register and an updated mailing list to the Court within 10 days of an entry of an order converting the case to chapter 7 or within 30 days of entry of a final decree.
- m. Implement necessary security measures to ensure the completeness and integrity of the claims register.
- n. Comply with applicable federal, state, municipal and local statutes, ordinances, rules, regulations, orders, and other requirements.
- o. Provide temporary employees to assist in any aspect of employment requirements.
- p. Promptly comply with such further conditions and requirements as the Clerk's Office or the Court may at any time prescribe.
- q. Provide such other claims processing, noticing, and administrative services as may be requested from time to time by the Debtor.
- r. Assist with plan solicitation and balloting.
- s. Provide assistance relating to disbursements under the Debtor's plan.

Exhibit B

## Fee Schedule

**Hourly Consulting Rates\***

<u>Position</u>	<u>Hourly Rate</u>
Clerical	\$ 45.00
Analyst	\$ 95.00
Consultant	\$150.00
SR Consultant	\$175.00

**Case Administration**

<u>Function</u>	<u>Rate</u>
Case Database Creation & Setup	Waived
Creditor Database Security and Access	\$.07/Record/Month
Public Website(Case Specific) Hosting	\$200/Month
Imports	\$.10/Record
Manual Data Entry	Hourly Rates
Proof of Claim Entry	\$.75/ Claim Plus Hourly Rates
Reporting	Hourly Rates
Ballot Tabulation	Hourly Rates

**Noticing & Document Imaging Functions\*\***

<u>Function</u>	<u>Rate</u>
Setup	Waived
Printing/Copying non-personalized documents	\$.07/Side
Email Notices	\$.01/Email Plus Hourly Rates
Fax Service	Domestic-\$.18/ page ~ Foreign-(quoted)
Acknowledgement Post Card	\$.25/Card
Merging Personalized Data into Documents	\$.05/Page Plus Setup at Hourly Rates
Folding and Inserting Machinable Notices That Fit Into #10 Business Envelopes	\$.10/Package(1-3 sheets) \$.25/Package (4-6 sheets)
Manual Inserting	Hourly Rates
Tape Binding	\$.50/Booklet (in-line) ~ \$1.25 (off-line)
Electronic Imaging of Claims and Documents to Make Available On Line	\$.25/Image
CD-ROM Creation	Quote Prior to Production
Envelopes	\$.05/#10 Bus. Envelope \$.25/9x13 Bus. Envelope
Notice Publication***	Quote Provided Prior To Publishing

**Fee Schedule**

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**Call Center Services**

<u>Function</u>	<u>Rate</u>
Voice Mail For Creditor Inquiries	Waived
Live Operator	Hourly Rates
Maintenance	\$100.00/Month
Call Center Management and Oversight	Hourly Rates

**Ancillary Functions and Expenses\*\*\*\***

<u>Function</u>	<u>Rate</u>
Postage	US Postal Service Posted (non-discounted) First-Class Rates
Address Labels	\$.05/Label
Travel	Actual Costs
Fedex/UPS/Courier	Posted Rates
Travel via Personal Auto	\$.55/mile
Out of Pocket Expenses	Actual Costs

\*Rates apply to all services provided by American Legal Claim Services, as well as any outsourced services performed under their direction and control. Rates also apply to any additional services performed that are not specifically covered as a line item in this fee schedule.

\*\*American Legal Claim Services reserves the right to discount any project based on volume or any other qualification at their sole discretion. Time associated with managing print production and manual inserting will be charged at hourly rates.

\*\*\*Payment for publication of legal notices is required prior to ad submission deadline (as defined by agency or publication)

\*\*\*\*\$50 will be added to each invoice under \$1,500 and \$150 will be added to each invoice above \$1,500 as partial allocation of the incidental costs associated with the case administration such as telephone lines, Internet service, etc.