

B1 (Official Form 1)(1/08)

United States Bankruptcy Court District of Oregon		Voluntary Petition										
Name of Debtor (if individual, enter Last, First, Middle): Western Supply Corporation		Name of Joint Debtor (Spouse) (Last, First, Middle):										
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names): DBA Western Tool; DBA Western Tool Supply		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):										
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all) 93-0939330		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)										
Street Address of Debtor (No. and Street, City, and State): 4030 Fairview Industrial Dr. SE Salem, OR <div style="text-align: right; font-size: small;">ZIP Code 97302</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; font-size: small;">ZIP Code</div>										
County of Residence or of the Principal Place of Business: Marion		County of Residence or of the Principal Place of Business:										
Mailing Address of Debtor (if different from street address): P O Box 13466 Salem, OR <div style="text-align: right; font-size: small;">ZIP Code 97309</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>										
Location of Principal Assets of Business Debtor (if different from street address above):												
Type of Debtor (Form of Organization) (Check one box) <input type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input checked="" type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other <hr/> Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input checked="" type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.										
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input checked="" type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,190,000. Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).										
Statistical/Administrative Information <input checked="" type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY										
Estimated Number of Creditors <table style="width:100%; font-size: small;"> <tr> <td><input type="checkbox"/> 1-49</td> <td><input type="checkbox"/> 50-99</td> <td><input type="checkbox"/> 100-199</td> <td><input checked="" type="checkbox"/> 200-999</td> <td><input type="checkbox"/> 1,000-5,000</td> <td><input type="checkbox"/> 5,001-10,000</td> <td><input type="checkbox"/> 10,001-25,000</td> <td><input type="checkbox"/> 25,001-50,000</td> <td><input type="checkbox"/> 50,001-100,000</td> <td><input type="checkbox"/> OVER 100,000</td> </tr> </table>			<input type="checkbox"/> 1-49	<input type="checkbox"/> 50-99	<input type="checkbox"/> 100-199	<input checked="" type="checkbox"/> 200-999	<input type="checkbox"/> 1,000-5,000	<input type="checkbox"/> 5,001-10,000	<input type="checkbox"/> 10,001-25,000	<input type="checkbox"/> 25,001-50,000	<input type="checkbox"/> 50,001-100,000	<input type="checkbox"/> OVER 100,000
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Estimated Assets <table style="width:100%; font-size: small;"> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input checked="" type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>			<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input checked="" type="checkbox"/> \$1,000,001 to \$10 million	<input type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion
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Estimated Liabilities <table style="width:100%; font-size: small;"> <tr> <td><input type="checkbox"/> \$0 to \$50,000</td> <td><input type="checkbox"/> \$50,001 to \$100,000</td> <td><input type="checkbox"/> \$100,001 to \$500,000</td> <td><input type="checkbox"/> \$500,001 to \$1 million</td> <td><input type="checkbox"/> \$1,000,001 to \$10 million</td> <td><input checked="" type="checkbox"/> \$10,000,001 to \$50 million</td> <td><input type="checkbox"/> \$50,000,001 to \$100 million</td> <td><input type="checkbox"/> \$100,000,001 to \$500 million</td> <td><input type="checkbox"/> \$500,000,001 to \$1 billion</td> <td><input type="checkbox"/> More than \$1 billion</td> </tr> </table>		<input type="checkbox"/> \$0 to \$50,000	<input type="checkbox"/> \$50,001 to \$100,000	<input type="checkbox"/> \$100,001 to \$500,000	<input type="checkbox"/> \$500,001 to \$1 million	<input type="checkbox"/> \$1,000,001 to \$10 million	<input checked="" type="checkbox"/> \$10,000,001 to \$50 million	<input type="checkbox"/> \$50,000,001 to \$100 million	<input type="checkbox"/> \$100,000,001 to \$500 million	<input type="checkbox"/> \$500,000,001 to \$1 billion	<input type="checkbox"/> More than \$1 billion	
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<p>Voluntary Petition</p> <p><i>(This page must be completed and filed in every case)</i></p>	<p>Name of Debtor(s): Western Supply Corporation</p>
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All Prior Bankruptcy Cases Filed Within Last 8 Years (If more than two, attach additional sheet)

Location Where Filed: - None -	Case Number:	Date Filed:
Location Where Filed:	Case Number:	Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor: - None -	Case Number:	Date Filed:
District:	Relationship:	Judge:

<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>	<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts.)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).</p> <p>X _____ Signature of Attorney for Debtor(s) (Date)</p>
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Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

Yes, and Exhibit C is attached and made a part of this petition.

No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and

Debtor has included in this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.

Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition
(This page must be completed and filed in every case)

Name of Debtor(s):
Western Supply Corporation

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Attorney*

X /s/ Howard M. Levine
Signature of Attorney for Debtor(s)

Howard M. Levine 80073
Printed Name of Attorney for Debtor(s)

Sussman Shank LLP
Firm Name

1000 SW Broadway
Suite 1400
Portland, OR 97205-3089

Address

Email: howard@sussmanshank.com

(503) 227-1111
Telephone Number

June 9, 2009
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____
Date

Signature of Bankruptcy Petition Preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Kevin Kiker
Signature of Authorized Individual

Kevin Kiker
Printed Name of Authorized Individual

President
Title of Authorized Individual

June 9, 2009
Date

UNITED STATES BANKRUPTCY COURT
DISTRICT OF OREGON

In re
Western Supply Corporation

) Case No. _____

)

)

EXHIBIT "C-1"

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Debtor(s)

) [NOTE: Must be FULLY completed by ALL debtors
) and attached to ALL copies of the Petition.]

(NOTE: You must answer ALL questions. Attach additional sheets if necessary. Use of "UNKNOWN" is NOT acceptable!)

1. DESCRIBE ASSETS REQUIRING TRUSTEE'S IMMEDIATE ATTENTION:
NONE

2. Street address and description of principal assets (note property):
**4030 Fairview Industrial Dr. SE
Salem OR 97302-0000**

3. **The BANKRUPTCY DOCUMENT PREPARER DECLARATION below has been completed for any person who helped, for compensation, prepare any of the bankruptcy papers if the debtor does not have an attorney.**

I declare under penalty of perjury that the above information provided in this Exhibit "C-1" is true and correct.

DATE: June 9, 2009 /s/ Kevin Kiker _____
Debtor's Signature Phone # Joint Debtor's Signature

BANKRUPTCY DOCUMENT PREPARER DECLARATION

I, the undersigned, declare under penalty of perjury that (1) neither I, nor anyone else listed herein, collected or received any payment from or on behalf of the debtor for court fees in connection with filing the petition; (2) I have received \$_____ from or on behalf of the debtor within the previous 12 month period; (3) \$_____ is the unpaid fee charged to the debtor; and (4) the following is true and accurate about myself and any other assistants:

Individual Name and Firm (Type or Print): _____

Address (Type or Print): _____

Last 4 digits of Social Security Number of all OTHER individuals who prepared or assisted in the preparation of these bankruptcy documents: _____

Signature: _____ Last 4 digits of Social Security #: _____ Phone #: _____

[NOTE: Penalties up to \$500 per item may be assessed for omission of any required information (11 USC §110; 18 USC §156) and Fed. Bankruptcy Rule 1006 prohibits further payment to any person for services until the court filing fees are paid in full.]

EXHIBIT C-1 (8/8/08)

United States Bankruptcy Court
District of Oregon

In re Western Supply Corporation

Debtor(s)

Case No.

Chapter 11

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

Table with 3 columns: Description, Amount, and Total. Rows include: For legal services, I have agreed to accept; Prior to the filing of this statement I have received; Balance Due UNAPPLIED RETAINER.

2. The source of the compensation paid to me was:

[X] Debtor [] Other (specify):

3. The source of compensation to be paid to me is:

[X] Debtor [] Other (specify):

4. [X] I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

[] I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
d. Representation of the debtor in adversary proceedings and other contested bankruptcy matters;
e. [Other provisions as needed]

None

6. By agreement with the debtor(s), the above-disclosed fee does not include the following service:

None

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: June 9, 2009

/s/ Howard M. Levine

Howard M. Levine 80073
Sussman Shank LLP
1000 SW Broadway
Suite 1400
Portland, OR 97205-3089
(503) 227-1111
howard@sussmanshank.com

BANKRUPTCY ATTORNEY CLIENT FEE AGREEMENT
(Chapter 11 Petition)

CLIENT: **Western Supply Corporation**

ATTORNEY: Sussman Shank LLP ("Attorney")

Client desires to retain Attorney for the purposes described in this Agreement and agrees to be responsible for payment of Attorney's fees and costs as established in this Agreement and in the Terms of Representation attached hereto as Exhibit A. To the extent this Agreement and the Terms of Representation are inconsistent, this Agreement will control. This Agreement and the Terms of Representation are hereafter, collectively, the "Agreement".

Attorney agrees to represent Client under the terms and conditions of this Agreement and to be compensated at the rates set forth in this Agreement. Client requests and Attorney agrees to render professional services, including (a) giving Client legal advice with respect to its business operations; (b) assisting Client in any proposed reorganization of its business; (c) if authorized, filing an appropriate petition for relief under Title 11 of the United States Bankruptcy Code; (d) giving Client legal advice with respect to its powers and duties in any proceeding in bankruptcy; (e) proposing on behalf of Client all necessary applications, answers, orders, reports, or other legal papers; and (f) performing for Client any and all other legal services that may be necessary in connection with the filing of any petition or proceeding in bankruptcy.

Client and Attorney agree that Attorney's compensation for services performed pursuant to this Agreement will be Attorney's customary hourly rates in effect at the time the services are performed for the attorneys, paralegals, and legal assistants who provide services for Client. Such compensation arrangements must be agreed to between Client and Attorney and approved by the Bankruptcy Court. At the time this Agreement is executed, Attorney's current hourly rates, with any agreed initial hourly rate reductions, are as follows:

See Exhibit "B"

These hourly rates are subject to periodic adjustment to reflect economic conditions and increased experience and expertise in this area of law. Attorney's time and paralegal time are billed in minimum .10 hour increments. Attorney will provide Client with itemized statements for services rendered and expenses incurred at the time Attorney applies to the Bankruptcy Court for approval of the fees and expenses incurred.

Client agrees to pay Attorney a retainer of \$100,000 (the "Retainer"). The Retainer is an initial payment against fees and expenses incurred and to be incurred after April 30, 2009. The Retainer has been deposited in Attorney's retainer account and applied to fees and expenses as they are incurred, subject to any required court approval. Once the accumulated hourly fees and expenses exceed the initial payment, Client will be responsible to Attorney for paying those additional charges. If upon termination of Attorney's services, the accumulated hourly fees and expenses are less than the initial payment, or if the court does not approve accumulated fees and expenses equal to or greater than the amount of the initial payment, Attorney will refund the excess portion to Client. Attorney agrees to bill Client at its usual hourly rates in effect at the time the services are performed and Client agrees to pay those fees and any costs and expenses incurred or advanced when due, subject to any court approval that may be required. Attorney will account for time and expenses incurred with such fees and expenses to be credited against the initial payment and any excess will be paid by Client from its other funds.

As set forth elsewhere in this Agreement, Attorney shall have the option to require Client to perform various mailings and advance other significant costs as they become due from Client's ongoing income. In addition to the foregoing hourly rates, Client agrees to be responsible for payment of all costs incurred or advanced by Attorneys in representing Client. Examples of such costs include filing fees, court reporter fees, long-distance telephone, mailing services, and photocopies (whether made in Attorney's office or an outside printing service).

The Office of the United States Trustee assesses on all Chapter 11 debtors, a quarterly fee based on the Client's disbursements. Client is responsible to pay the quarterly fees directly.

Client has been informed and acknowledges that Attorney has no responsibility to hire or pay outside professionals such as special counsel, appraisers, accountants, bookkeepers, or expert witnesses, unless satisfactory arrangements are made with Attorney in advance for payment of such outside professionals. All such outside professionals, including Kevin Adams, must be approved by the Bankruptcy Court before starting work or the Court may deny payment to the professional.

Client acknowledges it has been informed of the Court's rule requiring the filing of a monthly financial report (Rule 2015 Report) on the Court's form by the 15th business day of each month. Client assumes all responsibility for completing the form and delivering it to Attorney's office by the 15th day of the month. Failure to timely file these reports can result in dismissal of the Chapter 11 case.

Client agrees to cooperate with Attorney, to complete all forms requested by Attorney, and to provide Attorney with all information necessary to enable Attorney to represent Client's best interests. If Client declines to cooperate, or knowingly provides Attorney with false or fraudulent information, or testifies untruthfully in any matter before the Court, Client agrees that Attorney has the right to immediately resign.

If permitted by law, should either party find it necessary to take steps to enforce this Agreement, the costs of doing so, including reasonable attorneys' fees before trial, at trial, or after appeal, as determined by the court, will be borne by the losing party.

Client acknowledges that Attorney has advised that the actual Attorney's fees and expenses, considering the size and complexity of the case, will be substantial and are not subject to accurate estimation. It is very likely Attorney's fees will exceed the retainer. Client acknowledges that Attorney has advised that under the rules of the Bankruptcy Court, Attorney has the right to submit an application for payment of fees to the Court in accordance with the Court's rules, which may be done as frequently as the Bankruptcy Court rules permit. Unless the Bankruptcy Court allows more frequent applications, the Court currently considers applications three times per year. Client is aware and agrees that in order for Attorney to receive monthly payments during the Chapter 11 case, Attorney will to seek to have the court approve monthly payments to court-approved professionals, including Attorney, of approximately 80% of their fees and expenses with the remainder of such fees to be paid at such time as the professionals file applications for approval of such fees and expenses.

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2 - BANKRUPTCY ATTORNEY CLIENT FEE AGREEMENT

ATTORNEY DOES NOT UNDERTAKE TO GIVE CLIENT TAX ADVICE OR GENERAL BUSINESS ADVICE. CLIENT AGREES TO CONSULT ITS OWN ACCOUNTANT OR COMPETENT TAX COUNSEL WITH RESPECT TO ALL TAX ISSUES AND RETAIN OTHER PROFESSIONALS AND GIVE IT GENERAL BUSINESS ADVICE.

DATED: June _____^{5th}, 2009

CLIENT: WESTERN SUPPLY CORPORATION
/s/ Kevin L. Kiker

By: _____
Kevin L. Kiker
Its: President

ATTORNEY: SUSSMAN SHANK LLP

/s/ Howard M. Levine
By: _____
Howard M. Levine
Partner

Attachments:

- A. Terms of Representation
- B. Hourly Rates

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SUSSMAN SHANK_{LLP}

A T T O R N E Y S A T L A W

TERMS OF REPRESENTATION

Sussman Shank LLP is pleased to have the opportunity to represent you. From the outset and throughout our relationship with you, it is essential that we maintain a mutual and open line of communication. In order to assist that process, we are providing you with the following information about our standard client service practices and billing procedures. These practices and procedures will apply to our statements for legal services performed on your behalf unless you have reached a different written understanding with us.

STAFFING ASSIGNMENTS FOR YOUR LEGAL REPRESENTATION

One lawyer will generally be assigned primary responsibility for seeing that your legal needs are met. When appropriate, additional lawyers may from time to time assist in providing legal services. We attempt to assign lawyers and other personnel on the basis of experience, expertise, nature and scope of the issues, and the time constraints imposed by the matter. This is done to provide you with the highest level of expertise and to provide prompt attention to your matter, while also attempting to minimize the cost to you. Our office also utilizes law clerks, paralegals and legal secretaries to perform routine legal services, such as information gathering, form preparation and legal research, which would otherwise have to be performed by a lawyer. These services are billed at substantially lower rates.

BASIS FOR FEES

Our fees for a particular matter are based upon a variety of factors, depending on the nature of your case. The principal factor is time spent on the matter. You should expect to be charged for all time expended on your behalf, from the initial consultation through the conclusion of the project, including office conferences, telephone discussions, correspondence (including E-mails), review of documents and correspondence, research, travel time, and any other time expended on your behalf.

In some instances, other factors in addition to time may be appropriate in determining the basis for your fees. These can include the novelty and difficulty of questions involved, the experience and abilities of the lawyers rendering the services, the amount at issue, the results obtained, and time limitations imposed by you or by the circumstances of the matter. Conversely, there are cases in which other factors such as the result, the relatively small size, or other considerations will justify our charges being less than the normal hourly rate times the amount of time spent.

Hourly rates of our lawyers and legal assistants reflect fees generally charged in the area and the lawyers' experience and expertise. These rates are subject to periodic adjustment and are typically adjusted at the beginning of each fiscal year, October 1st. A statement of rates is available at any time upon your request.

COSTS AND EXPENSES

We may, at your request, provide you with an estimate of the cost of legal services in your case. We will do our best to provide an accurate estimate, but in any legal matter, circumstances may arise that will cause the cost to exceed the estimate, sometimes by a substantial amount. Our estimate will be a good faith effort to provide you with a figure for planning purposes. It is not a guarantee or an agreement on our part to provide the agreed on legal services for no more than the estimate. Our firm may advance or incur certain costs and expenses that will be charged to you. Such charges include court filing fees, deposition expenses, title company reports, long distance telephone charges, photocopying, printing, computerized legal research, travel expenses, messenger services, project staff, secretarial overtime, postage, and similar costs. Some costs and expenses (such as telephone and duplication) may be charged at a higher rate than the actual amount incurred. Although all such expenses are your responsibility and we assume no liability for payment, for administrative ease we may advance payment to these providers if your account is current. When the amounts due are large, however, we may forward invoices to you for direct payment. We will consult with you prior to entering into any commitments for any substantial expense items, regardless of which of us will be billed by the provider of the service.

RETAINER

We may request that you provide a retainer to our firm prior to our providing services. Any retainer will be held in trust for you. We are required by the Oregon Supreme Court to participate in the Interest on Lawyer Trust Account (IOLTA) program. Under this program, interest on funds deposited in our trust account is paid to the Oregon Legal Foundation, a nonprofit organization which provides pro bono legal services. Unless otherwise agreed in writing, when we issue statements for our services, the amount billed will be paid to the firm from that retainer at the time the statement is mailed to you. If after you receive our statement you disagree with any amounts charged against the retainer, please contact us immediately. At the conclusion of our representation of you, any unexpended retainer will be refunded to you. If we do not initially request a retainer, we may later request that a retainer be provided. Also, we may request that the retainer be replenished or increased.

MONTHLY INVOICES

Our firm bills on a monthly basis. Our monthly billing cycle ends on the 20th of each calendar month and bills are mailed approximately 2 weeks later. Our statements are payable upon receipt. If we are representing more than one person or entity, each of you are jointly and severally liable for the full amount billed. Other billing arrangements are possible but must be specifically provided for in a written agreement. A Statement of Account will be forwarded to you automatically each month if you have any outstanding invoices. Any amount due over sixty days will be reviewed by firm management, who may contact you.

DELINQUENT ACCOUNTS

Our law firm, like other businesses, has substantial cash demands that require us to expect client accounts to be paid promptly on receipt or in accordance with another agreed payment schedule. In the event an account becomes delinquent, the firm employs the same prudent collection procedures used by other businesses to ensure the vast majority of the firms clients who do pay their bills promptly are not penalized for the additional cost attributable to delinquent bills. Unless we agree otherwise in writing, or unless we are representing you in a matter which is primarily for personal, family, or household purposes, a 1.25% per month late fee for accounts over 31 days past due may, in our discretion, be charged. If any suit or action, arbitration or other proceeding is commenced to collect attorney fees, costs, or other charges from you, the prevailing party shall be entitled to an award against the other party for the prevailing party's reasonable attorney fees and related costs, including expert witness fees, incurred at both the trial and appellate court levels.

CONFLICTS OF INTEREST

We have performed a name check of our other clients to see if our representing you creates a conflict of interest for our firm. That check was done using your name and the other names you gave us before we commenced working with you. Please inform us immediately if you use other names, have affiliated companies, or if there are others with involvement in this matter so that we may enter those into our conflicts system. Failure to do so may prevent us from discovering a conflict which, as discussed later, may disqualify us from continuing to represent you and cause considerable inconvenience and expense.

TERMINATION OF SERVICES

You may terminate your attorney-client relationship with our firm at any time, subject to the payment of our then outstanding fees and costs. Similarly, we retain the right to cease performing legal services and terminate our representation of you for any reason consistent with the applicable ethical rules, including conflicts of interest or delinquency or nonpayment of legal fees and expenses incurred on your behalf. In the event of termination, the law provides us with the right to obtain a lien upon any of your documents in our possession at the time of termination or upon the proceeds of any judgment or settlement entered in your favor until payment in full of your account is received.

TAX ADVICE

The matters we handle for you may have tax implications. Usually, clients obtain tax advice from their accountants and we will assume that your accountant will be providing you with that tax advice. If you wish, one of our tax attorneys can provide you with tax advice as well. Please advise us in writing if you wish for us to provide you with tax advice as part of our representation.

COMMUNICATION

We value our professional relationship with you. Most often, problems can be avoided if there is full and candid communication between us. Our goal is to ensure that legal services are delivered effectively, efficiently and professionally. We also take care to provide you with billings that are accurate and understandable. If we are meeting our goal of keeping you informed about the legal work we are doing, our billing should merely reflect and confirm work which you already know we have done. Nevertheless, you should feel free to direct any questions about services, billing practices, or payment status to the lawyer responsible for your account, to our Administrator or to our accounting department.

No one can guarantee the security of cell phones and e-mail. If you choose to converse with us that way, be aware of the dangers of being overheard or of having your communication intercepted. We will not call you on a cell phone and will not use e-mail without your permission. If you give us a cell phone number or we receive e-mail from you, we will assume we may respond by e-mail or by cell phone.

PRIVACY NOTICE

In the course of our relationship with you, it may be necessary to collect personal information from you to provide certain legal services. The confidentiality of this information is ensured by our adherence to the highest professional standards of confidentiality and the rules of governing attorney-client confidences. These rules generally prohibit us from disclosing confidential information without your consent.

Types of Nonpublic Personal Information We May Collect

We may collect nonpublic personal information about you that is provided to us by you or obtained by us with your authorization.

Parties to Whom We Disclose Information

For all clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as necessary to provide you with legal and related services. For instance, our staff may have access to your nonpublic personal information in order for us to efficiently provide you with the legal services you have requested. In some situations we may provide information to another organization (such as your accountant, your realtor, or insurance company) in order to obtain information or assist in providing the legal services you have requested. In all such situations, we stress the confidential nature of information being shared.

Protecting the Confidentiality and Security of Current and Former Clients' Information

We retain records relating to professional services you have asked us to provide. In order to protect the confidentiality of your nonpublic personal information, we maintain physical, electronic and procedural safeguards that comply with the Code of Professional Responsibility that governs our profession. Please call us with any questions that you have about protecting your privacy, (503) 227-1111.

CLOSING

On conclusion of this matter we will write to you advising you that we have concluded our work. In closing your file, we will return any original copies of personal documents that you may have provided to us and archive your file for 10 years. At the end of that 10-year period, we will destroy the file without notice to you unless there is some reason to retain it further.

F:\FORMS\TERMS OF REPRESENTATION LETTERS\TERMS OF REPRESENTATION.DOC

FIRM RESOURCE DIRECTORY**BILLING RATES****FY 2008/2009 BILLING RATES**

Timekeeper Codes	Timekeeper	Standard Hourly Rates
<u>Partners:</u>		
BPC	Barry P. Caplan	400
JRS	Jeffrey R. Spere	335
HML	Howard M. Levine	400
JCM	Jeffrey C. Misley	350
JEM	John E. McCormick	335
MGH	Michael G. Halligan	325
RLC	Robert L. Carlton	375
TWS	Thomas W. Stilley	375
KLC	Nena Cook	300
GWM	Skip W. McKallip Jr.	300
SSF	Susan S. Ford	350
DDH	Darin D. Honn	315/325 "IP"
JST	Jeffrey S. Tarr	315
JWA	Jason W. Alexander	280
RWN	Robert W. Nunn	325
JAS	John A. Schwimmer	375
WGF	William G. Fig	250
EAS	Elizabeth A. Semler	240
HAK	Heather A. Kmetz	260
<u>Special Counsel:</u>		
MPM	Martin P. Meyers	325
MDL	Michael D. Levelle	275
HMH	Harry M. Hanna	330
<u>Associates:</u>		
LRH	Laurie R. Hager	220
JDB	Jeff D. Brecht	230
DGT	Dallas G. Thomsen	230/245 "IP"
PGR	Patrick G. Rowe	250
DRM	Dustin R. Moyes	200
GSA	Gabriela Sanchez	220
HBL	Heather B. Lee	245
TAS	Timothy A. Solomon	260

FIRM RESOURCE DIRECTORY

BILLING RATES

Paralegals:

MWB	Michelle W. Bodenheimer	125
SMB	Sally M. Browning	150
MLD	Michelle L. Dolan	170
JCH	Juliette C. Horwitz	125
MJJ	Mary Jo Jacobs	165
KLM	Kathryn L. Maggio	120
KAM	Kathy A. Moody	150
SRP	Sonny R. Patterson	90
TLW	Teresa L. Whitcomb	150

Legal Assistants: 95

B4 (Official Form 4) (12/07)

**United States Bankruptcy Court
District of Oregon**

In re Western Supply Corporation

Debtor(s)

Case No. _____

Chapter 11

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [or chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See 11 U.S.C. § 112; Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
A.F. German Co., Inc PO Box 374 Cataumet, MA 02534	Todd Davock A.F. German Co., Inc PO Box 374 Cataumet, MA 02534 212-735-9401	Real Property Lease		56,000.00
Basser Kaufman Saybrook, LLC 335 Central Avenue Lawrence, NY 11559	Marc Kemp Basser Kaufman Saybrook, LLC 335 Central Avenue Lawrence, NY 11559 516-569-3700	Real Property Lease		13,884.16
Best Nails & Staples Inc 12266 Bedford Houston, TX 77031	George Hwang Best Nails & Staples Inc 12266 Bedford Houston, TX 77031 832-351-3488	Vendor		38,452.80
Black & Decker, Inc PO Box 91330 Chicago, IL 60693-1330	Roxanne Hooper Black & Decker, Inc PO Box 91330 Chicago, IL 60693-1330 410-847-9677	Vendor		353,018.99
CMI, Inc 11 Bangor Mall Blvd, Ste One Bangor, ME 04401	Tom Valley CMI, Inc 11 Bangor Mall Blvd, Ste One Bangor, ME 04401 207-947-7289	Real Property Lease (formerly in name of BEV, Inc.)		21,778.75
Dominic Pane 638 Church St Newington, CT 06111	Dominic Pane Dominic Pane 638 Church St Newington, CT 06111 860-983-7663	Real Property Lease		18,000.00
Fein Power Tool, Inc. 1030 Alcon Street Pittsburgh, PA 15220	Mary Wilkie Fein Power Tool, Inc. 1030 Alcon Street Pittsburgh, PA 15220 800-441-9878 Ext 237	Vendor		331,536.56

B4 (Official Form 4) (12/07) - Cont.

In re **Western Supply Corporation**

Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Hitachi Koki USA, Ltd Drawer 100794 Atlanta, GA 30384	Trisha Hugh Hitachi Koki USA, Ltd Drawer 100794 Atlanta, GA 30384 770-925-1774 ext 370	Vendor		77,991.57
Makita USA, Inc. PO Box 60459 Los Angeles, CA 90060-0459	Ron Chapman Makita USA, Inc. PO Box 60459 Los Angeles, CA 90060-0459 714-522-8088 ext 4222	Vendor		574,297.90
Mapp Realty LLC 2 Broad St Westfield, MA 01085	John Bonavita Mapp Realty LLC 2 Broad St Westfield, MA 01085 413-562-0335	Real Estate Lease		40,448.97
McKenzie Properties PO Box 1209 Reno, NV 89504	Todd McKenzie McKenzie Properties PO Box 1209 Reno, NV 89504 775-329-5181	Real Estate Lease		24,950.00
Milwaukee Electric Tool Corp 4844 Collection Center Drive Chicago, IL 60693	Sue Bytell Milwaukee Electric Tool Corp 4844 Collection Center Drive Chicago, IL 60693 262-783-8373	Vendor		124,232.87
Neck Road LLC 75 Avco Road Unit E Ward Hill, MA 01835	Sandra York Tenant Relations Neck Road LLC 75 Avco Road Unit E Ward Hill, MA 01835 978-374-4468	Real Property Lease		17,491.69
Raimund Beck GMBH & Co Siemensstrabe 7-9 54478 Waldkraiburg Germany	Brett McCutcheon Raimund Beck GMBH & Co Siemensstrabe 7-9 54478 Waldkraiburg Germany 740-704-8768	Vendor		111,166.03
Robert Bosch Tool Corp 33243 Treasury Center Chicago, IL 60694-3200	Tom Fresso Robert Bosch Tool Corp 33243 Treasury Center Chicago, IL 60694-3200 224-232-2141	Vendor		427,170.24
Senco Products, Inc. 4091 Paysphere Circle Chicago, IL 60674	Tina Groendyke Senco Products, Inc. 4091 Paysphere Circle Chicago, IL 60674 513-388-2969	Vendor		51,775.21

B4 (Official Form 4) (12/07) - Cont.

In re **Western Supply Corporation**

Case No. _____

Debtor(s)

LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

(Continuation Sheet)

(1)	(2)	(3)	(4)	(5)
<i>Name of creditor and complete mailing address including zip code</i>	<i>Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted</i>	<i>Nature of claim (trade debt, bank loan, government contract, etc.)</i>	<i>Indicate if claim is contingent, unliquidated, disputed, or subject to setoff</i>	<i>Amount of claim [if secured, also state value of security]</i>
Steelplus Inc 1615 Barry Lane Glenview, IL 60025	Jimmy Paek Steelplus Inc 1615 Barry Lane Glenview, IL 60025 847-832-0252	Vendor		82,900.48
Werner Co (Green Bull) File 50984 Los Angeles, CA 90074	David Weaver Werner Co (Green Bull) FileE 50984 Los Angeles, CA 90074 724-588-2000 Ext 2467	Vendor		42,821.55
Whiteside Machine & Repair 4506 Shook Road Claremont, NC 28610-8612	Chris Miller Whiteside Machine & Repair 4506 Shook Road Claremont, NC 28610-8612 800-225-3982	Vendor		29,406.03
WMH Tool Group 12476 Collection Center Drive Chicago, IL 60693	Lisa Mattson WMH Tool Group 12476 Collection Center Drive Chicago, IL 60693 615-287-5871	Vendor		202,162.50

**DECLARATION UNDER PENALTY OF PERJURY
ON BEHALF OF A CORPORATION OR PARTNERSHIP**

I, the President of the corporation named as the debtor in this case, declare under penalty of perjury that I have read the foregoing list and that it is true and correct to the best of my information and belief.

Date **June 9, 2009**Signature **/s/ Kevin Kiker**

**Kevin Kiker
President**

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

**United States Bankruptcy Court
District of Oregon**

In re **Western Supply Corporation**

Debtor(s)

Case No.
Chapter

11

VERIFICATION OF CREDITOR MATRIX

I, the President of the corporation named as the debtor in this case, hereby verify that the attached list of creditors is true and correct to the best of my knowledge.

Date: **June 9, 2009**

/s/ Kevin Kiker

Kevin Kiker/President

Signer/Title

**United States Bankruptcy Court
District of Oregon**

In re Western Supply Corporation

Debtor(s)

Case No. _____

Chapter 11

CERTIFICATION PURSUANT TO LBR 1001-1.G

I certify that the foregoing documents have been prepared by a computer and conform to versions of the Official Bankruptcy Forms available and applicable at this time.

The software utilized is Best Case Bankruptcy, developed by Best Case Solutions, Inc.

Dated: June 9, 2009

/s/ Howard M. Levine

Howard M. Levine 80073

Sussman Shank LLP

1000 SW Broadway

Suite 1400

Portland, OR 97205-3089

(503) 227-1111

1 Howard M. Levine, OSB No. 800730
2 Timothy A. Solomon, OSB No. 072573
3 SUSSMAN SHANK LLP
4 1000 SW Broadway, Suite 1400
5 Portland, OR 97205-3089
6 Telephone: (503) 227-1111
7 Facsimile: (503) 248-0130
8 E-Mail: howard@sussmanshank.com
9 tsolomon@sussmanshank.com

Proposed Attorneys for Western Supply Corporation

10 IN THE UNITED STATES BANKRUPTCY COURT
11 DISTRICT OF OREGON

12 In re }
13 Western Supply Corporation, an Oregon } Case No.
14 corporation, } CERTIFICATE OF SERVICE
15 } (Emergency Filing)

16 I hereby certify that on June 9, 2009, the following documents were sent **via**
17 **overnight courier** to the Office of the U.S. Trustee for the District of Oregon, Wayne L.
18 Morse Courthouse, 405 East 8th Avenue, Suite 1100, Eugene, Oregon, 97401.

- 19 • Voluntary Petition
- 20 • Exhibit "C-1"
- 21 • Disclosure of Compensation of Attorney for Debtors
- 22 • List of Creditors Holding 20 Largest Unsecured Claims
- 23 • Corporate Ownership Statement
- 24 • Verification of Mailing Matrix
- 25 • Mailing Matrix
- 26

- 1 • Statement Regarding Authority to Sign and File Petition
- 2 • Certification Pursuant to LBR 1001-1.G
- 3 • Labels for 20 Largest Unsecured Creditors

4 Dated this 9th day of June, 2009.

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SUSSMAN SHANK LLP

/s/ Howard M. Levine

Howard M. Levine, OSB No. 800730
Timothy A. Solomon, OSB No. 072573
Proposed Attorneys for Debtor and
Debtor-In-Possession