IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
Wire Company Holdings, Inc., *et al.*,[1]	Case No. 15-_____ (____)
Debtors.	(Joint Administration Requested)

DECLARATION IN SUPPORT OF CHAPTER 11
PETITIONS AND FIRST DAY PLEADINGS

Sandeep Gupta, pursuant to 28 U.S.C. § 1746, declares as follows:

1. I am the Chief Restructuring Officer of each of the debtors-in-possession (collectively, the "Debtors") in the above-captioned chapter 11 cases (collectively, the "Chapter 11 Cases").

2. As a result of my involvement with the Debtors, my review of public and non-public documents, and my discussions with members of the Debtors' management team and the Debtors' professionals, I am familiar with the Debtors' business, financial condition, policies and procedures, day-to-day operations, and books and records. Except as otherwise noted, I have personal knowledge of the matters set forth herein or have gained knowledge of such matters from the Debtors' employees, professionals, or retained advisers that report to me in the ordinary course of my responsibilities. References to the Bankruptcy Code (as defined below), the chapter 11 process and related legal matters are based on my understanding of such matters in

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[1] The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Wire Company Holdings, Inc. (6535), a Delaware corporation, ("WCHI") and Wire Property Holdings, LLC (7827), a Delaware limited liability company ("Wire Property"). The location of the Debtors' corporate headquarters is 500 East Middle Street. Hanover, Pennsylvania 17331.

reliance on the explanation provided by, and the advice of, counsel. If called upon to testify, I could and would testify competently to the facts set forth in this Declaration.

3. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtors are operating their businesses and managing their properties as debtors-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

4. I am authorized to submit this declaration (the "Declaration") on behalf of the Debtors. I submit this Declaration to provide an overview of the Debtors and to support the Debtors' chapter 11 petitions and First Day Pleadings (defined below).

5. Except as otherwise indicated herein, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors' operations and finances, information learned from my review of relevant documents, information supplied to me by other members of the Debtors' management and the Debtors' advisors, or my opinion based on my experience, knowledge, and information concerning the Debtors' operations and financial condition. If called upon to testify, I could and would testify competently to the facts set forth herein.

6. To familiarize the Court and other interested parties with the Debtors and the relief the Debtors seek on the first day of these Chapter 11 Cases, Part I of this Declaration provides (i) an overview of the Debtors' business, (ii) background information regarding the circumstances of the Debtors' chapter 11 filings, (iii) information regarding the Debtors' organizational structure, and (iv) a summary of the Debtors' prepetition capital structure. Part II of this Declaration describes the First Day Pleadings and the relief sought therein.

7. I have read, and certify the contents of, each First Day Pleading and believe that the relief sought therein (i) is necessary to preserve and maximize the value and productivity of

the Debtors' operations, (ii) is integral to the successful reorganization of the Debtors, (iii) serves the best interests of the Debtors, their estates and creditors, and (iv) with respect to all non-administrative matters, is necessary to avoid immediate and irreparable harm.

PART I.
INTRODUCTION, OVERVIEW, AND NATURE OF THE DEBTORS' BUSINESS

8. By way of background, Francis J. Root founded the Hamilton Wire Company of Hamilton, New York, in 1888. Shortly thereafter, he merged the company with three other wire weavers – P.S. de Witt & Sons of Brooklyn, New York; Homer Wire Cloth of Homer, New York; and York Wire Cloth of York, Pennsylvania. In 1892, he renamed the company New York Wire Cloth.

9. Originally, the company used a combination of horsehair and linen to make screen products for use in residential and commercial construction. The earliest processing of this nature was carried out by the fabric makers of the early 1600s. This long-standing relationship accounts for the screening industry's tie to the textile industry in production methods and standards.

10. The companies engineered the first looms capable of weaving metal wire at the turn of the 20th century. A low carbon steel was the first metal used for manufacturing industrial mesh. The early 1900s saw the introduction of new metals for mesh including bronze and galvanized steel.

11. The companies also developed the first bar looms and was the first producer to use bobbinless looms, allowing for continuous feed of wire and increasing production speed. This process made it possible to weave electro-galvanized wire successfully. In 1915, New York Wire patented the electro-galvanized mesh process that produced mesh with a greater life cycle at a lower cost. This process became the standard for over 30 years.

12. In 1933, the companies introduced the first successful aluminum mesh. It had greater weathering characteristics and stayed cleaner than other metals.

13. In 1954, the companies introduced the first high-speed wire weaving looms and, with more recent advances in galvanizing, electro-deposition and aluminum alloys, all helping to enhance product performance and control costs for the end user.

14. Today, the Debtors are a world class manufacturer of wire and wire mesh products servicing a broad range of applications. The Debtors' wire and mesh products can be used in diverse functions: as support for filter media in the automobile industry, as filtering in the appliance industry, as EMF shielding in the electronics industry, or as a signal receiver in the communications industry, to name just a few.

15. The Debtors purchase superior quality raw materials directly from the rolling mills and convert it into the wire that meets our customers' specifications in our facilities in York and Hanover, Pennsylvania as well as our China facilities. The Debtors have the ability to meet very tight diameter tolerances, as well as heat treat the final product so that it performs as expected in our customers' processes.

16. As of September 1, 2015, the Debtors employed approximately 237 individuals.

17. The Debtors' corporate headquarters are located at 500 East Middle Street Hanover, PA 17331. The corporate office is responsible for coordinating and overseeing overall operations, including establishing company-wide policies and procedures. The corporate office performs certain financial and administrative functions on a centralized basis such as accounting, cash management, taxes, billing, finance, human resources, risk management, telephone, legal, governmental relations, purchasing, marketing, communications, and oversight and coordination of external auditors, law firms and consultants.

18. For the year ended December 31, 2014, the Debtors reported a net loss of approximately $4,942,000 and an adjusted net loss of approximately $4,942,000 on revenues of approximately $44,399,000 on a consolidated basis. For the year ended December 31, 2013, the Debtors reported a net loss of approximately $4,145,000 and an adjusted net loss of approximately $4,145,000 on revenues of approximately $46,712,000. Through August 2015, the Debtors reported a net loss of approximately $3,859,000 and an adjusted net loss of approximately $3,859,000 on revenues of approximately $27,617,000 on a consolidated basis.

19. As of the Petition Date, the Debtors had approximately $14,642,000 in total indebtedness. Of that amount, approximately $12,207,451.02 (plus accrued interest) constitutes secured debt.

20. The Debtors' inability to meet their repayment obligations prompted the filing of these Chapter 11 Cases. The Debtors' objectives in these Chapter 11 Cases are to restructure their balance sheet (sell their assets) and maximize value for the benefit of their creditors and other stakeholders.

B. Organizational Structure

21. A chart generally depicting the Debtors' prepetition organizational structure is attached hereto as Exhibit A.

C. Summary of the Debtors' Prepetition Capital Structure

22. As described in more detail below, as of the Petition Date, the Debtors had outstanding secured debt totaling approximately $12,257,452.02 and approximately $3,425,000

in other unsecured and other obligations.[2] The unsecured debt and other obligations are comprised primarily of loans issued pursuant to certain convertible notes and trade obligations.

(i) The Prepetition Secured Obligations

23. The Debtors and First Niagara Bank, N.A. (the "Bank") are parties to a certain Credit Agreement dated as of September 2, 2011, as amended by as amended by that certain Limited Consent and Amendment No. 1 to Credit Agreement and Security Agreement dated as of November 20, 2012, that certain Amendment to Loan Documents dated April 29, 2013, that certain Forbearance and Third Amendment Agreement dated as of May 1, 2015, and that certain Forbearance and Fourth Amendment Agreement dated as of June 8, 2015, that certain Forbearance and Fifth Amendment Agreement dated as of July 1, 2015, that certain Forbearance and Sixth Amendment Agreement dated as of August 5, 2015 and that certain Forbearance and Seventh Amendment Agreement dated as of September 9, 2015 (as may be further amended from time to time, the "Prepetition Credit Agreement") and the Prepetition Loan Documents (as defined below), pursuant to which the Bank made available to the Debtors certain loans including (a) a line of credit in the maximum principal amount of $8,850,000 (the "Prepetition Revolving Loan"), which is evidenced by a Revolving Credit Note dated September 2, 2011, as amended and restated in its entirety by a certain Amended and Restated Revolving Credit Note dated November 20, 2012 and as further amended by that certain Allonge to Amended and Restated Revolving Credit Note dated July 1, 2015 (the "Prepetition Revolving Note"), (b) a term loan in the original principal amount of $4,000,000 (the "Prepetition Term Loan A"), which is evidenced by a certain Term Loan Note dated September 2, 2011, and further amended and

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[2] Nothing contained herein constitutes an admission or acknowledgment that any claims, liens or security interests described and identified in this Declaration are valid, enforceable, perfected, allowable, or not subject to dispute, counterclaim, or offset.

restated in its entirety by a certain Amended and Restated Term Loan Note (Term Loan A) dated November 20, 2012 (the "Prepetition Term Note A"), and (c) a term loan in the original principal amount of $1,000,000 (the "Prepetition Term Loan B"), which is evidenced by a certain Term Loan Note (Term Loan B) dated November 20, 2012 and which was subsequently amended under the Amendment to Loan Documents dated April 29, 2013 and increased to the principal amount of $1,500,000 (the "Prepetition Term Note B" and together with the Prepetition Revolving Note and Prepetition Term Loan A, the "Prepetition Notes").

24. In conjunction with the Prepetition Credit Agreement, (i) Wire Mesh Holdings, Inc., a Cayman Islands corporation (the "Guarantor" and together with the Debtors, the "Prepetition Loan Parties") executed a certain Guaranty and Suretyship Agreement dated September 2, 2011 in favor of the Bank (the "Guaranty") and (ii) AP Wire Hong Kong Holding Limited, a Hong Kong corporation ("AP Wire"), and Suzhou New York Wire Precision, Inc., a People's Republic of China corporation ("Suzhou" and together with AP Wire, the "Pledgors") executed a certain Negative Pledge Agreement dated November 20, 2012 (the "Negative Pledge Agreement"). The Prepetition Credit Agreement, the Notes, the Guaranty, the Negative Pledge Agreement and the other documents executed in connection therewith, as each may have been amended or modified from time to time through the date hereof, are collectively referred to herein as the "Prepetition Loan Documents".

(ii) The Debtors' Equity Interests

25. The sole shareholder of WCHI is Wire Mesh Holdings, Inc.

26. The sole member of Wire Property is Wire Mesh Holdings, Inc.

27. The sole stockholder Wire Mesh Holdings, Inc. is Crimson Capital Partners III, L.P.

PART II.
FIRST DAY PLEADINGS

28. To minimize any adverse effects of the commencement of these Chapter 11 Cases on their business and ensure that their restructuring goals can be implemented with limited disruption to their operations, the Debtors have requested a variety of relief in "first day" motions and applications (each, a "First Day Pleading" and, collectively, the "First Day Pleadings")[3] filed concurrently herewith. I am familiar with the contents of each of the First Day Pleadings, and I believe that the relief sought therein is necessary to permit a smooth and effective transition into chapter 11. I further believe that the Debtors' estates would suffer immediate and irreparable harm absent the ability to obtain financing and make certain essential payments and otherwise continue their business operations as sought in the First Day Pleadings. In my opinion, approval of the relief requested in the First Day Pleadings will minimize disruptions to the Debtors' business operations, thereby preserving and maximizing the value of the Debtors' estates and assisting the Debtors in achieving a successful reorganization.

29. Below is a summary of the First Day Pleadings and the relief sought by the Debtors therein. For a more detailed description of the First Day Pleadings, I respectfully refer the Court and parties in interest to the First Day Pleadings. To the extent that this Declaration and any of the First Day Pleadings are inconsistent, the terms of the respective First Day Pleading shall control. The Debtors reserve the right to seek further orders and additional relief from the Bankruptcy Court to the extent the Debtors determine that such orders and relief are necessary or appropriate, or not to seek portions of the relief described below.

[3] Capitalized terms used herein but not defined herein shall have the meaning ascribed to such terms in the applicable First Day Pleading.

A. Motion of the Debtors for Entry of an Order Directing Joint Administration of the Debtors' Chapter 11 Cases (the "Joint Administration Motion")

30. These Chapter 11 Cases involve two (2) Debtor "affiliates" as that term is defined in section 101(2) of the Bankruptcy Code. On the Petition Date, the Debtors sought the joint administration and consolidation of their Chapter 11 Cases for procedural purposes only, pursuant to section 105(a) of the Bankruptcy Code and Rule 1015(b) of the Bankruptcy Rules. the Debtors believe that, in light of their affiliated status and interrelated business operations, the joint handling of the administrative matters respecting these Chapter 11 Cases – including, without limitation, the use of a single docket for matters occurring in the administration of the estates and the combining of notices to creditors – will aid in expediting these Chapter 11 Cases and rendering their administration more efficient and economical.

31. The Debtors anticipate that numerous notices, applications, motions, other pleadings, hearings, and orders in these Chapter 11 Cases will affect more than one of the Debtors. The failure to jointly administer these cases would result in numerous duplicative pleadings being filed for each issue to be served upon separate service lists. Such duplication of substantially identical documents would be extremely wasteful.

32. Joint administration will permit the Clerk of this Court (the "Clerk's Office") to use a single general docket for all of these Chapter 11 Cases and to combine notices to creditors of each Debtor's estate and other parties-in-interest. Joint administration will also protect parties-in-interest by ensuring that parties-in-interest in each Chapter 11 Case will be apprised of the various matters before the Court in the other Chapter 11 Cases.

33. The rights of the respective creditors of the Debtors will not be adversely affected by the proposed joint administration of these Chapter 11 Cases because each creditor may still file its claim against a particular estate. In fact, the rights of all creditors will be enhanced by the

reduced costs that will result from the joint administration of these Chapter 11 Cases. The Court will also be relieved of the burden of entering duplicative orders and maintaining redundant files.

34. For the foregoing reasons, I believe that the relief requested in the Joint Administration Motion is in the best interests of the Debtors and their estates. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Joint Administration Motion should be granted.

B. Application of the Debtors for Entry of an Order Authorizing the Debtors to Retain and Employ Kurtzman Carson Consultants LLC as Claims and Noticing Agent for the Debtors (the "156(c) Application")[4]

35. The Debtors request approval to retain Kurtzman Carson Consultants LLC (the "Claims Agent" or "KCC") to assist the Debtors, the Court, and the Clerk's Office, as necessary, in distributing notices and other materials, and undertaking other administrative tasks pertaining to these Chapter 11 Cases. The Debtors have more than 200 creditors and other parties-in-interest. The Debtors believe, and I agree, that engaging an independent third party to act as an agent of the Court and the Clerk's Office is the most effective, efficient and economical manner to handle these noticing and other administrative tasks.

36. It is my understanding that the Claims Agent is well-qualified to serve in this capacity. The Debtors chose the Claims Agent based on both its experience and the competitiveness of its fees. It is my understanding that the Claims Agent has provided identical or substantially similar services in numerous other chapter 11 cases.

37. I believe that the retention of the Claims Agent is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest. Accordingly, on behalf of the Debtors, I respectfully submit that the 156(c) Application should be approved.

[4] Other than the Claims Agent, the Debtors do not seek authority to retain any professionals on a first day basis.

C. Motion of the Debtors for Entry of Interim and Final Orders (I) Authorizing the Debtors (A) To Obtain Post-Petition Financing and (B) To Utilize Cash Collateral; (II) Granting Adequate Protection; and (III) Scheduling Final Hearing (the "DIP Financing Motion")

38. By the DIP Financing Motion, the Debtors seek the entry of an interim order (the "Interim Order"), substantially in the form attached to the DIP Financing Motion as Exhibit A, and ultimately a final order (the "Final Order" and together with the Interim Order, the "DIP Orders") authorizing the Debtors to, among other things (i) obtain post-petition financing (the "DIP Financing") up to the aggregate principal amount of $3,691,554.78 (up to $750,000.00 on an interim basis) to be provided by the Bank pursuant to that certain proposed *Amended and Restated Senior Secured, Superpriority Debtor-In-Possession Credit Agreement* (the "DIP Credit Agreement"), substantially in the form attached to the DIP Financing Motion as Exhibit B, and the other DIP Documents (as defined below); (ii) execute and enter into the DIP Documents and perform such other and further acts as may be necessary or appropriate in connection with the DIP Documents; (iii) use Cash Collateral (as defined below) and all other collateral in which the Bank has an interest (the "Prepetition Collateral"); (iv) grant to the Bank first priority security interests in and liens upon, all of the DIP Collateral (as defined below) to secure all of the obligations owed under the DIP Documents (the "DIP Obligations"); (v) grant allowed superpriority administrative expense claims to the Bank; (vi) grant adequate protection to the Bank; and (vii) schedule a hearing (the "Final Hearing") to consider the Final Order.

39. The Debtors generate cash from the use of the assets pledged in connection with the Prepetition Credit Agreement. The Debtors use cash claimed as collateral by the Bank (the "Cash Collateral") in the ordinary course of their business to finance their operations and fund working capital, capital expenditures and for other general corporate purposes. It is imperative that the Debtors obtain authority to use Cash Collateral to meet their working capital needs. The

inability to use Cash Collateral during these Chapter 11 Cases would cripple the Debtors' business operations. Indeed, the Debtors must use their cash to, among other things, continue to operate their business in an orderly manner, maintain business relationships with vendors, suppliers and customers, pay employees and satisfy other working capital and operational needs, all of which are necessary to preserve and maximize the Debtors' going concern value for the benefit of all stakeholders.

40. However, the Debtors do not have sufficient available sources of working capital, including Cash Collateral, to operate in the ordinary course of business. The Debtors selected the DIP Financing provided by the DIP Lender only after carefully considering potential options. In the end, it was not feasible for the Debtors to obtain a loan on equal to or better terms that afforded the Debtors sufficient liquidity to operate their business absent the consent of the Prepetition Secured Lender, which would result in increased costs and risks to the Debtors. In addition, the Debtors were unable to obtain financing on an unsecured basis or obtain an equity investment from any potential strategic partner. Ultimately, the DIP Lender provided the only viable source of funding. Accordingly, the Debtors commenced arm's length and good faith negotiations with the DIP Lender for the DIP Financing.

41. After fully considering their financing options, and whether other, more advantageous financing alternatives would be available to the Debtors, the Debtors, exercising their sound business judgment, decided to accept the DIP Financing offered by the DIP Lender. The DIP Financing provides significant advantages and favorable terms that the Debtors believe would be unavailable through other lenders.

42. Given the Debtors' existing capital structure and financial condition, the Debtors were unable to obtain post-petition financing in the form of unsecured credit allowable under

section 503(b)(1) of the Bankruptcy Code, as an administrative expense under section 364(a) or (b) of the Bankruptcy Code, or in exchange for the grant of an administrative expense priority pursuant to section 364(c)(1) of the Bankruptcy Code, without the grant of liens on assets.

43. Following arm's length, good faith negotiations, the Debtors reached agreement on the form of DIP Credit Agreement. The material terms of the DIP Financing are summarized below and in the DIP Financing Motion in accordance with the disclosure requirements of Bankruptcy Rule 4001 and Local Rule 4001-2:

DIP Lender	First Niagara Bank, N.A.
DIP Secured Parties	The DIP Lender together with its successors and assigns (collectively, the "DIP Secured Parties").
Borrowers	Wire Company Holdings, Inc., a Delaware corporation and Wire Property Holdings, LLC, a Delaware limited liability company
Guarantor	Wire Mesh Holdings, Inc., a Cayman islands corporation and a nondebtor
DIP Loans ***DIP Agreement Recitals; pp. 14, 15***	$3,691,554.78 of postpetition financing, consisting of (i) Roll-Up Loans in the aggregate principal amount of $2,291,554.78, and (ii) the DIP Revolver Facility in the amount of $1,400,000 (collectively, the "DIP Loans"), of which $750,000 is available upon entry of the Interim DIP Order; (b) interest to accrue at the per annum rate of seven percent (7%) payable monthly of the outstanding principal balance of the DIP Loans; and (b) fees in an amount equal to 2% of the DIP Loans.
Maturity Date ***DIP Agreement p.16***	With respect to Loans and Commitments, "Maturity Date" means the earliest of: (1) the stated maturity date, which shall be December 28, 2015 (ii) the effective date of a chapter 11 plan or, if sooner, the date on which the sale of the Credit Parties' assets shall have been consummated (or any portion thereof); (iii) October 28, 2015, unless on or before such day the Bankruptcy Court shall have entered the Final Order; and (iv) the acceleration of the Loans or termination of the commitments under this Agreement, including, without limitation, as a result of the occurrence of an Event of Default.
Use of Proceeds ***Interim DIP Order ¶ 10(a)***	The proceeds of the DIP Loans shall be used to (A) provide for the ongoing working capital and general corporate and operating purposes of the Borrowers' business during the pendency of the Chapter 11 Cases in accordance with, and subject to, the Budget and solely to the extent of the businesses conducted by the Debtors immediately prior to the Petition Date, (B) repay a portion of the Prepetition Obligations in an amount up to

	$2,291,554.78; (C) pay fees, interest and expenses of the DIP Lender's counsel, and (C) pay the fees and expenses of counsel to the Debtors' and if applicable, an official creditors committee (the "Committee") in amounts not greater than those shown on the Budget and following an Event of Default, in an amount not in excess of the Carve-Out, as well as the fees of the U.S. Trustee's office, in each case, in accordance with the Budget.
DIP Budget Reconciliation	The Borrowers shall report weekly to the DIP Lender regarding the use of the DIP Loans and shall provide a weekly comparison of the receipts and disbursements of the Borrowers as compared to the projected receipts and disbursements set forth in the Budget.
Initial Approved Budget and Subsequent Budgets ***Interim DIP Order ¶ 10(c)***	Except as otherwise provided herein, the use of proceeds of DIP Revolver Facility Loan shall be limited solely to payment of obligations and expenses specified in the Budget. Annexed to the Motion is a thirteen (13) week cash flow budget for the period ending on December 31, 2015 (the "Initial Approved Budget") that reflects on a line-item basis the Debtors' (i) weekly projected cash receipts, (ii) weekly projected disbursements, (iii) the sum of weekly unused availability under the DIP Revolver Facility, plus unrestricted cash on hand (collectively, "Aggregate Liquidity"), (iv) the weekly outstanding principal balance of the DIP Loans, the Prepetition Revolver, the Term Loan A, Term Loan B and Term Loan C, and (v) the weekly Borrowing Base (as defined in the DIP Agreement). On or before the date that is two weeks prior to the first day of the last week reflected in the Initial Approved Budget or any Supplemental Approved Budget (as defined below), the Debtors shall prepare and deliver simultaneously to the DIP Lender and the Prepetition Secured Lender an updated cash flow budget (a "Proposed Supplemental Budget") for the thirteen (13) week period following the last week reflected in such Initial Approved Budget or Supplemental Approved Budget, which, once approved in writing by each of the DIP Lender and the Prepetition Secured Lender in their respective sole discretion, shall supplement and replace the Initial Approved Budget or Supplemental Approved Budget, as applicable, then in effect (each such updated budget that has been approved in writing by each of the DIP Lender and the Prepetition Secured Lender, a "Supplemental Approved Budget") without further notice, motion, or application to, order of, or hearing before, this Court; provided, however, that unless and until each of the DIP Lender and the Prepetition Secured Lender have approved in writing any Proposed Supplemental Budget or any other proposed modification to the Initial Approved Budget or any Supplemental Approved Budget, as applicable, then in effect, the Debtors shall still be subject to and be governed by the terms of such Initial

	Approved Budget or Supplemental Approved Budget, then in effect and the DIP Lender and the Prepetition Secured Lender shall, as applicable, have no obligation to fund under any such Proposed Supplemental Budget or otherwise fund any amounts not otherwise provided for in the Initial Approved Budget or Supplemental Approved Budget, as applicable, or permit the use of Cash Collateral with respect thereto.
Re-Evaluation Event	Notwithstanding the foregoing, or anything to the contrary contained herein, no later than the tenth (10th) Business Day prior to the scheduled closing of any disposition of a significant portion of assets by the Debtors (such closing, a "Re-Evaluation Event"), the Debtors shall prepare and provide to the DIP Lender and the Prepetition Secured Lender for their consideration a Proposed Supplemental Budget reflecting the reduced level of projected disbursements and the projected receipts for the thirteen (13) week period following such Re-Evaluation Event. Promptly after the delivery of such Proposed Supplemental Budget through and including the date of the Re-Evaluation Event, the Debtors, the DIP Lender and the Prepetition Secured Lender shall negotiate in good faith the terms of a Supplemental Approved Budget covering such thirteen (13) week period. In the event that on or prior to December 4, 2015, there is no binding offer to purchase a significant portion of the Debtors' assets on or prior to December 15, 2015, then there shall be deemed to have occurred a Re-Evaluation Event on December 5, 2015.
Interest Rates ***DIP Agreement Section 2.7(a)***	The DIP Loans shall bear interest at the per annum simple interest rate of seven percent (7%).
Interest on Late Payments ***DIP Agreement Section 2.8.***	If an Event of Default has occurred and is continuing, interest on the DIP Loans shall increase to ten percent (10%) per annum for so long as such amounts remain outstanding.
DIP Loan Fee	On the date that the Interim Order goes into effect, the Borrowers shall pay the DIP Lender a fee equal to 200 basis points of the full DIP Loan commitment or $72,000.
Security ***DIP Agreement Section 2.10; Interim Order ¶ 13.***	All Obligations under the DIP Agreement and the other DIP Documents shall constitute an allowed superpriority administrative expense claim against the Borrowers with priority in the Chapter 11 Cases over any and all administrative expense claims and unsecured claims against the Borrowers and their estates, now existing or hereafter arising, of any kind or nature whatsoever, including, without limitation, administrative expenses of the kinds specified in, arising under, or ordered pursuant to sections 105, 326, 328, 330, 331, 503(b), 506, 507(a), 507(b), 546(c), 546(d), 726(b), 1113 or 1114 respectively, of the Bankruptcy Code, subject only to the Carve-Out and Prior Liens. As security for the DIP Obligations, effective and perfected upon

	the date of the DIP Orders, the following security interests and liens are granted by the Debtors to the DIP Lender (all property of the Debtors identified below being collectively referred to as the "DIP Collateral"), subject and subordinate only to the Carve-Out (all such liens and security interests granted to the DIP Lender pursuant to the DIP Orders, the "DIP Liens"): ***DIP Agreement Article 3; Interim Order* ¶ 12.** • a valid, binding, continuing, enforceable, fully perfected first-priority lien on, and security interest in, all tangible and intangible prepetition and postpetition property of the Debtors, that is not subject to either (a) valid, perfected and non-avoidable liens in existence at the time of the commencement of the Chapter 11 Cases (the "Prior Liens") or (b) valid liens in existence at the time of such commencement that are perfected subsequent to such commencement as permitted by section 546(b) of the Bankruptcy Code (together with the Prior Liens, the "Unencumbered Property"); provided that the DIP Liens shall not apply to Avoidance Actions or the proceeds therefrom until the entry of the Final Order, at which time the DIP Liens shall apply and attach to any and all proceeds or property recovered in respect of any Avoidance Actions. ***Interim Order* ¶ 12(b)(1).** • a valid, binding, continuing, enforceable, fully-perfected junior lien on, and security interest in all tangible and intangible prepetition and postpetition property of the Debtors, that is subject to valid, perfected and unavoidable liens in existence immediately prior to the Petition Date or to valid and unavoidable liens in existence immediately prior to the Petition Date that are perfected after the Petition Date as permitted by section 546(b) of the Bankruptcy Code (collectively, the "Non-Primed Liens"), which security interests and liens in favor of the DIP Lender, shall be junior to the Non-Primed Liens. ***Interim Order* ¶ 12(b)(ii).** • a valid, binding, continuing, enforceable, fully perfected first-priority, senior priming lien on, and security interest in, all of the Debtors' Prepetition Collateral and a valid, binding, fully-perfected senior lien upon all Prepetition Collateral that is subject to any other Lien or obligation on a junior basis to the Prepetition Liens, but junior to any Non-Primed Liens on the Collateral. The DIP Liens on the Debtors' Prepetition Collateral shall be senior in all respects to the Prepetition Liens on the Debtors' Prepetition Collateral, but shall be junior to any Non-Primed Liens on the Debtors' Prepetition Collateral. ***Interim Order* ¶ 12(b)(iii).** The DIP Liens and the Adequate Protection Liens shall not be (a) subject or subordinate to (i) any lien or security interest that is avoided and preserved for the benefit of the Debtors and their estates under section 551 of the Bankruptcy Code, (ii) any liens arising after the Petition Date, or (iii) any lien of the Prepetition

	Secured Lender securing the Prepetition Obligations or (b) subordinated to or made *pari passu* with any other lien or security interest under sections 363 or 364 of the Bankruptcy Code or otherwise. Interim Order ¶ **18(e).**
Adequate Protection	The Prepetition Secured Lender is entitled, pursuant to sections 361, 363(c)(2), 363(e) and 364(d)(1) of the Bankruptcy Code, to adequate protection of their interests in the Prepetition Collateral, in an amount equal to the aggregate diminution in value of their interests in the Prepetition Collateral (such diminution in value, the "Adequate Protection Obligations"). As adequate protection, the Prepetition Secured Lender are granted the following: • Adequate Protection Liens. As security for the payment of the Adequate Protection Obligations, (effective upon the date of the Interim Order) a valid, perfected replacement security interest in and lien on all of the DIP Collateral (the "Adequate Protection Liens"), subject and subordinate only to (i) the DIP Liens, (ii) the Carve-Out and (iii) the Non-Primed Liens. ***Interim Order* ¶ 16**. • Section 507(b) Claims. The Adequate Protection Obligations shall constitute superpriority claims as provided in section 507(b) of the Bankruptcy Code (the "507(b) Claims"), with priority in payment over any and all administrative expenses of the kinds specified or ordered pursuant to any provision of the Bankruptcy Code, subject and subordinate only to (a) the Carve-Out and (b) the Superpriority Claims granted to the DIP Lender in respect of the DIP Obligations. Except to the extent expressly set forth in the DIP Orders, the Prepetition Secured Lender shall not receive or retain any payments or property in respect of the 507(b) Claims until all DIP Obligations shall have indefeasibly been paid in full. ***Interim Order* ¶ 16(ii)**. • Information and Other Covenants. The Debtors shall comply with the reporting requirements set forth in the DIP Agreement, together with such additional information as the DIP Lender may reasonably request from time to time. ***DIP Agreement Section 2.10.*** • Credit Bidding. No plan of reorganization or liquidation, nor any order entered in connection with a sale of assets under section 363 of the Bankruptcy Code or otherwise, shall limit or otherwise restrict the right of the DIP Lender, or the Prepetition Secured Lender to submit a credit bid for all or any part of the DIP Collateral. ***Interim Order* ¶ 18(d)**
Expenses ***DIP Agreement Section 2.9.***	From time to time upon demand, the Borrowers shall reimburse the DIP Lender for its costs and expenses, including reasonable attorneys' fees in connection with the representation of the DIP Lender and the Prepetition Secured Lender in the Case, or pertaining to the DIP Agreement, the other DIP Documents and

	the administration, enforcement, compliance or otherwise relating thereto.
Carve-Out ***Interim Order* ¶ 17(b).**	The "Carve-Out" shall mean (i) all fees required to be paid to the Clerk of the Court; (ii) all fees of the United States Trustee pursuant to 28 U.S.C. § 1930 and payment of interest, if any, pursuant to 31 U.S.C. § 3717; (iii) fees and disbursements incurred by a chapter 7 trustee (if any) under § 726(b) of the Bankruptcy Code in an amount not to exceed $50,000 out of the DIP Collateral; and (iv) all unpaid, accrued Professional Expenses incurred by Professional Persons at any time, to the extent allowed at any time, whether by this Interim Order, procedural order, or otherwise, but only to the extent all such Professional Expenses set forth in this clause (iv) do not exceed the aggregate amount permitted through such time for such expenses in the Budget as then applicable (the "Carve-Out Professional Expenses"); provided, however, that from and after the date of delivery by the DIP Lender to the Debtors of a written notice (a "Carve-Out Trigger Notice") that an Event of Default has occurred and that the DIP Lender has deemed the Carve-Out to have been triggered (such delivery, a "Carve-Out Trigger Event"), the Carve-Out payable in respect of Professional Expenses shall not exceed the sum of (x) the aggregate amount of Carve-Out Professional Expenses incurred but unpaid prior to delivery of the Carve-Out Trigger Notice, regardless of whether such Carve-Out Professional Expenses are allowed before or after delivery of the Carve-Out Trigger Notice (provided that Carve-Out funds in respect of such Carve-Out Professional Expenses shall only be released to the applicable Professionals once allowed by order of the Court) and (y) up to $50,000 of Professional Expenses incurred after delivery of the Carve-Out Trigger Notice (provided that Carve-Out funds in respect of such Professional Expenses shall only be released to the applicable Professionals once allowed by order of the Court); provided, further, that nothing herein shall be construed to impair the ability of any interested party to object to any Professional Expenses sought by any Professional Person. Except as set forth in the DIP Order, neither the DIP Lender nor the Prepetition Lender shall be responsible for payment or reimbursement of any Professional Expenses incurred by Professional Persons prior to the occurrence of a Carve-Out Trigger Event.
Milestones	The Debtors shall meet the following milestones on or prior to the dates indicated: • On the Petition Date, the Debtors shall file and properly serve a motion, in form and substance satisfactory to the DIP Lender and the Prepetition Secured Lender (the "Sale/Bidding Procedures Motion"), seeking this Court's approval of (1) the

	sale of all or substantially all of the Debtors' assets, pursuant to the stalking horse bid evidenced by that certain Asset Purchase Agreement dated as of October 8, 2015, by and between NYW Acquisition, LLC and the Debtors (the "Stalking Horse APA"), or any higher or otherwise better bid approved by the Court and (2) bidding procedures acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion for the sale of all or substantially all of the Debtors' assets, pursuant to § 363 and § 365 of the Bankruptcy Code. The terms of such sale transaction shall be acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion. • On or before October 28, 2015, unless the DIP Lender and the Prepetition Secured Lender agree otherwise in writing this Court shall have entered a sales procedures order (the "Bidding Procedures Order") approving the bidding procedures contained in the Sale/Bidding Procedures Motion, which Bidding Procedures Order (including the bidding procedures approved therein) shall be acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion and shall not be amended, modified, supplemented or waived by the Debtors without the written consent of the DIP Lender and Prepetition Secured Lender. • On or before November 30, 2015, unless the DIP Lender and the Prepetition Secured Lender agree otherwise, all qualified bids (which bids, among other things, shall not contain any financing or diligence conditions) shall be due. • On or prior to December 3, 2015, unless the DIP Lender and the Prepetition Secured Lender agree otherwise, the Debtors shall have held and completed an auction in accordance with the provisions of the Bidding Procedures Order and shall have selected for approval by this Court, at a sale hearing to be held on or prior to December 8, 2015, the highest and otherwise best bid(s) for the applicable assets made by any bidder(s) at the auction, (each such highest and otherwise best bid, a "Winning Bid"). No bid that fails to provide for irrevocable payment in full in cash of all Prepetition Secured Obligations and DIP Obligations at the closing of such bid shall constitute, or be eligible to constitute, a Winning Bid unless such bid is acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion. • On or prior to December 8, 2015, unless the DIP Lender and the Prepetition Secured Lender agree otherwise, this Court shall have entered one or more orders (the "Sale Approval

	Order") approving the Winning Bid(s), the transaction or transactions contemplated by the Winning Bid(s) (each, an "Approved Transaction," and the terms and conditions of the Approved Transaction and the documents evidencing or otherwise relating to each Approved Transaction, the "Approved Transaction Documents"), which Sale Approval Order, Approved Transaction(s), and Approved Transaction Documents shall be in form and substance acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion. • Unless the DIP Lender and Prepetition Secured Lender agree otherwise, on or prior to December 15, 2015 or within ten (10) days following the entry of the Sale Approval Order, whichever is earlier, the Debtors and the Winning Bidders) shall have executed all Approved Transaction Documents and the Approved Transaction(s) shall have been consummated. • With respect to any assets of the Debtors that are not sold pursuant to any Approved Transaction, unless the DIP Lender and the Prepetition Secured Lender agree otherwise, the Debtors shall (1) use commercially reasonable efforts to sell, liquidate or otherwise dispose of such assets on terms and conditions and pursuant to a timeline acceptable to the DIP Secured Lender and the Prepetition Secured Lender in their respective sole discretion; and (2) shall have consummated such a sale, liquidation or other disposition of such assets on or before December 23, 2015. • Until such time as the earlier of (i) Payment in Full of the DIP Obligations and the Prepetition Secured Obligations or (ii) confirmation of a Plan of Reorganization acceptable to the DIP Lender and the Prepetition Secured Lender, the Debtors shall employ an individual acceptable to the DIP Lender and Prepetition Secured Lender as their Chief Restructuring Officer ("CRO") in accordance with an engagement letter that is acceptable to the DIP Lender and Prepetition Secured Lender and that has been approved by the Bankruptcy Court, it being understood that Sandeep Gupta of Novo Advisors is a person who is acceptable to the DIP Lender and the Prepetition Secured Lender. Such CRO shall meet with the DIP Lender and the Prepetition Secured Lender on a regular basis (1) to review the Debtors' financial condition and operations, information and developments in connection with the efforts of the Debtors and/or the Investment Bankers to market and sell the DIP Collateral and the Prepetition Collateral; and (2) to regularly consult with, and promptly respond to the inquiries of, the DIP Lender or the Prepetition

	Secured Lender and their respective advisors in connection with the finances of the Debtors, any sale transaction, the marketing and sale process relating thereto, and any and all other matters relating to the affairs, finances and business of the Debtors and their subsidiaries, the assets and capital stock of the Debtors or their affiliates and subsidiaries • At the request of the DIP Lender or the Prepetition Secured Lender on not more than a weekly basis from and after the date hereof, management of the Debtors including the CRO and the Investment Banker (as defined below) shall conduct a telephonic meeting to be attended by the respective management representatives of the Debtors, the DIP Lender, the Prepetition Secured Lender and their respective representatives, and Investment Banker, at which telephonic meeting the Debtors and Investment Banker shall present an update on the sale process (including an assessment of any proposed sale transaction or any indication of interest or other offer from any prospective purchaser). • Until such time as the Full Payment of the DIP Obligations and the Prepetition Secured Obligations, the Debtors shall retain one or more investment bankers reasonably acceptable to the DIP Lender and the Prepetition Secured Lender (collectively, the "Investment Bankers") on terms and conditions acceptable to the DIP Lender and the Prepetition Secured Lender in their respective sole discretion, to assist the Debtors to sell their respective assets and businesses, and no proceeds of DIP Collateral, Prepetition Collateral or DIP Loans may be used to pay, and the Carve-Out shall not include, any fees and expenses of any Investment Banker retained by any Debtor unless the DIP Lender and the Prepetition Secured Lender have consented to the terms and conditions of such retention. Additionally, the Debtors shall authorize and direct the Investment Bankers, upon the request of the DIP Lender or the Prepetition Secured Lender: (1) to disclose fully and promptly to the DIP Lender or the Prepetition Secured Lender and their respective advisors all material documents, information and developments in connection with the efforts of the Debtors and/or the Investment Bankers to market and sell the DIP Collateral and the Prepetition Collateral; and (2) to regularly consult with, and promptly respond to the inquiries of, the DIP Lender or the Prepetition Secured Lender and their respective advisors in connection with any sale transaction, the marketing and sale process relating thereto, and any and all other matters relating to the affairs, finances and business of the Debtors

	and their subsidiaries, the assets and capital stock of the Debtors or their affiliates and subsidiaries and the Investment Bankers' activities related to any and all of the foregoing.
Events of Default ***DIP Agreement Section 6.1.***	Customary events of default, including, among other things, failure to make required payments, default under other debt agreements, and breach of covenants, representations and warranties including, without limitation, breach of milestones or failure to retain CRO or Investment Banker in accordance with DIP Agreement.
Remedies on Default and Lifting of Automatic Stay ***DIP Agreement Section 6.1.***	Upon or after the occurrence of any Event of Default under the DIP Agreement or other DIP Documents or under the Interim Order or Final Order, the DIP Lender shall be fully authorized, in its sole discretion, to exercise all remedies available to it under the DIP Documents and applicable law, including the right to (i) declare all DIP Loans to be immediately due and payable, (ii) declare the termination, reduction, or restriction of any further commitment to extend credit to the Debtors, to the extent any such commitment remains, (iii) terminate the DIP Revolver Facility and any other DIP Documents as to any future liability or obligation of the DIP Lender, but without affecting any of the DIP Obligations or the DIP Liens securing the DIP Obligations; and/or (iv) declare a termination, reduction or restriction on the ability of the Debtors to use any Cash Collateral; provided that the DIP Lender shall provide five (5) days' notice to the Debtors (with a copy to counsel to the Committee, if any, and the United States Trustee) prior to the enforcement of the DIP Liens or exercise of any other rights or remedies against the DIP Collateral and prior to the termination of the Debtors' right to use Cash Collateral in accordance with the Budget. The foregoing notice provisions are without prejudice to the rights of the DIP Lender to seek earlier relief from the Court upon appropriate notice and hearing pursuant to the Bankruptcy Code and Bankruptcy Rules. In any hearing regarding the exercise of remedies, the sole and exclusive issue shall be whether or not an Event of Default has occurred and is continuing under any of the DIP Documents. Upon or after the occurrence of an Event of Default, and notwithstanding the notice periods referred to above, the DIP Lender shall not be obligated to make any extensions of credit to any of the Debtors. The automatic stay provisions of § 362 of the Bankruptcy Code shall be modified to the extent necessary to enable the DIP Lender to implement the provisions of this paragraph. The Prepetition Secured Lender shall have relief from the automatic stay to the same extent as the DIP Lender.
Indemnification ***DIP Agreement Section***	The Borrowers shall, at all times, indemnify and hold harmless (the "Indemnity") the DIP Lender and its directors, partners,

7.11.	officers, employees, agents, counsel and advisors (each, a "Lender Indemnified Person") from any losses, claims (including the cost of defending against such claims), damages, liabilities, penalties, or other expenses (each a "Loss") which a Lender Indemnified Person may incur or to which a Lender Indemnified Person may become subject to the extent such Loss arises out of a breach of any representation, warranty or covenant of the Borrowers in any of the DIP Documents, or the extension of credit hereunder or the DIP Loan or the use or intended use of the DIP Loan. The DIP Lender shall, severally and not jointly, indemnify and hold harmless the Borrowers and each of its directors, partners, officers, employees, agents, counsel and advisors (each, a "Borrower Indemnified Person") from any Losses which a Borrower Indemnified Person may incur or to which a Borrower Indemnified Person may become subject to the extent such Losses arise out of a breach of any representation, warranty or covenant of such Lender in any of the DIP Transaction Documents.

44. Absent immediate access to the DIP Facility as request in the DIP Financing Motion, the Debtors will have insufficient cash to operate their business in the ordinary course. This would lead to the wholesale diminution of the value of the Debtors' assets and business and would jeopardize the Debtors' efforts to reorganize through these Chapter 11 Cases.

45. Accordingly, on behalf of the Debtors, I respectfully submit that the DIP Financing Motion should be granted on an interim basis.

D. Motion of the Debtors for Entry of an Order (I) Authorizing the Debtors to Continue and Maintain their Existing Cash Management System, Bank Accounts and Business Forms, (II) Modifying the Investment Guidelines, (III) Providing the United States Trustee With a 60-Day Objection Period and (IV) Granting Related Relief (the "Cash Management Motion")

46. The Debtors request entry of an order (i) authorizing the Debtors to maintain their existing bank accounts and cash management system and continue to use existing business forms and records, (ii) modifying the investment guidelines set forth in section 345 of the Bankruptcy Code, (iii) providing the United States Trustee with sixty (60) days to object to the relief requested in the Cash Management Motion, and (iv) granting related relief. In connection with

this relief, the Debtors request a waiver of certain of the operating guidelines established by the United States Trustee for the District of Delaware (the "U.S. Trustee") that require the Debtors to close all of their prepetition bank accounts, open new accounts designated as debtor-in-possession accounts and obtain new business forms and statements.

47. In the ordinary course of business, the Debtors maintain a cash management system to receive and disburse funds (the "Cash Management System"). The Debtors utilize various local accounts for operations, as payroll accounts, and to purchase materials and collect local receivables and credit card payments.

48. If the Debtors are required to open separate accounts as debtors-in-possession and modify the Cash Management System in accordance with the U.S. Trustee Guidelines, such process would necessitate opening new accounts for collections, cash concentration, and disbursements. In fact, the Debtors would need to open f new bank accounts. Thus, the Debtors' treasury, accounting, and bookkeeping employees would be forced to focus exclusively on immediately opening new bank accounts, instead of on their daily responsibilities during this critical juncture of the Chapter 11 Cases. The opening of new bank accounts would certainly increase operating costs, thereby negatively impacting the Debtors' cash flow. Most importantly, delays that would result from opening new accounts, revising cash management procedures, instructing customers to redirect payments, and implementing new information technology protocols would negatively impact the Debtors' ability to operate their businesses while pursuing these arrangements. Additionally, the Debtors would be subject to significant administrative burdens and expenses because they would need to execute new signatory cards and depository agreements, and create an entirely new manual system for issuing checks and paying post-petition obligations.

49. I believe the Debtors' continued use of the Cash Management System will greatly facilitate their transition into the Chapter 11 Cases by, among other things, avoiding administrative inefficiencies and expenses, minimizing delays in payment of post-petition debts, and providing important internal controls. I believe that parties-in-interest will not be harmed by the Debtors' maintenance of the existing Cash Management System, including their Bank Accounts, because the Debtors have implemented appropriate mechanisms to ensure that unauthorized payments will not be made on account of obligations incurred before the Petition Date. Specifically, the Debtors and their advisors have implemented internal protocols that prohibit payments on account of prepetition debts without the prior approval of appropriate managers. In light of such protective measures, the Debtors submit that maintaining the Cash Management System is in the best interests of their estates and creditors.

50. Given the substantial economic scale and geographic reach of the Debtors' business operations, I believe that any disruption to the Cash Management System could impede the Debtors' restructuring efforts and their Debtors' businesses. Accordingly, I believe that the relief requested in the Cash Management Motion is in the best interests of the Debtors' estates and will enable the Debtors to operate their businesses in chapter 11 without disruption. Therefore, on behalf of the Debtors, I respectfully submit that the Cash Management Motion should be granted.

E. Motion of the Debtors for Entry of an Order Authorizing, But Not Directing, the Debtors to (a) Pay Certain Prepetition Wages, Salaries, Reimbursable Employee Expenses, and Taxes Related Thereto, (b) Honor Certain Employee Benefits, (c) Directing the Debtors' Banks to Honor Checks and Transfers for Payment of Prepetition Employee Obligations and (d) Granting Related Relief (the "Wage Motion")

51. By the Wage Motion, the Debtors request entry of an order (i) authorizing, but not directing, the Debtors to pay certain wages, salaries, benefits, taxes, and other expenses related to

the workforce employed in the Debtors' business (collectively, the "Employee Obligations"), and (ii) directing all banks to honor and pay (to the extent that sufficient funds are available in the Debtors' accounts) all checks and transfers for payment of prepetition employee obligations.

52. In the ordinary course of their business operations, the Debtors employ approximately 237 employees and independent contractors (collectively, the "Employees"). As of the Petition Date, the Debtors owed the Employees wages and salary of approximately $170,000.[5]

53. The Debtors seek authority to pay accrued prepetition Employee Obligations in the ordinary course of business in the following approximate amounts:

Category	**Estimated Accrued Prepetition Amount**
Employee Wages and Salaries	$231,018[6]
Bonuses, Supervision Pay, Other Incentive Compensation	$216,017
Employee Payroll Deductions (Garnishments, Health Premiums, FSA Contributions, etc.)	$15,029
Payroll Taxes and Tax Withholding	$53,637
Health and Welfare Benefits	$159,069
Reimbursable Business Expenses	$2,514
Business Expense Card Charges	$6,152

54. The continued, uninterrupted service of the Employees is essential to the Debtors' efforts to reorganize their businesses. Any delay in paying outstanding wages, salaries, and other compensation due to the Employees as of the Petition Date or the failure by the Debtors to

[5] Not all Debtors pay their Employee Obligations on the same schedule. Generally, wages are paid on either a weekly or a bi-weekly basis.

[6] The Debtors do not believe that any Employee is owed more than the $12,475 priority claim amount established pursuant to sections 507(a)(4) and (5) of the Bankruptcy Code. Nevertheless, to the extent that any such claim exists, the Employee will only be paid up to the maximum statutory priority claim amount.

continue their prepetition practices, programs, and policies with respect to Employee benefits could severely disrupt the Debtors' relationship with their Employees, impair morale at this critical juncture, and disrupt the Debtors' business operations, all of which would irreparably harm the value of the Debtors' estates. Accordingly, on behalf of the Debtors, I respectfully submit that the Wage Motion should be granted.

F. Motion of the Debtors For Entry of Interim and Final Orders (I) Prohibiting Utility Companies From Discontinuing, Altering or Refusing Service on Account of Prepetition Invoices, (II) Approving the Debtors' Proposed Form of Adequate Assurance of Future Payment and (III) Establishing Procedures for Resolving Requests for Additional Adequate Assurance (the "Utilities Motion")

55. By the Utilities Motion, the Debtors seek entry of interim and final orders: (i) prohibiting the Utility Companies (defined below) from discontinuing, altering or refusing service to the Debtors on account of prepetition invoices, (ii) approving the Debtors' proposed form of adequate assurance of post-petition payment within the meaning of section 366 of the Bankruptcy Code and determining that the Utility Companies have been provided with adequate assurance and (iii) establishing procedures for resolving requests for additional or different adequate assurance of payment. the Debtors further request that the Court schedule a final hearing to consider entry of a final order granting the relief requested in the Utilities Motion (the "Final Hearing").

56. In connection with the operation of their facilities, the Debtors incur utility expenses in the ordinary course of business for, among other things, water, electricity, gas, internet, telephone and similar utility products and services (collectively, the "Utility Services") from various utility companies (the "Utility Companies").

57. For the prior twelve (12) months ended May 31, 2015, the Debtors spent approximately $2,129,000 annually for various Utility Services, with an average monthly cost of approximately $177,400.

58. Given the nature of the Debtors' business, uninterrupted utility services are essential to the Debtors' ongoing operations and, therefore, to the success of the Debtors' chapter 11 efforts. Indeed, any disruption to the Debtors' service locations by virtue of the cessation of Utility Services by the Utility Companies could bring the Debtors' operations to a grinding halt. Should one or more of the Utility Companies refuse or discontinue service even for a brief period, the Debtors' operations would be severely disrupted. Such an interruption would severely damage customer relationships, revenues and profits, and would adversely affect the Debtors' chapter 11 efforts, to the detriment of their estates, creditors, and employees. It is therefore critical that the Utility Services provided to the Debtors continue uninterrupted.

59. I believe that the relief requested in the Utilities Motion is in the best interests of the Debtors' estates, their creditors, and all parties-in-interest and will enable the Debtors to continue to operate their businesses in chapter 11 without disruption. Accordingly, on behalf of the Debtors, I respectfully submit that the Utilities Motion should be granted.

G. Motion of the Debtors for Entry of an Order Authorizing, But Not Directing, the Debtors to Pay Certain Prepetition Sales, Use, Income, Property and Other Miscellaneous Taxes and Fees, and Granting Related Relief (the "Tax Motion")

60. By the Tax Motion, the Debtors request entry of an order authorizing them to pay taxes and governmental fees (including sales, use, income, margin, business activity, real and personal property, franchise, and other miscellaneous taxes and business license, permit, annual report, and other miscellaneous fees) that accrued or arose in the ordinary course of business before the Petition Date. The Debtors are current on substantially all of the Taxes and Fees that have become due as of the Petition Date. However, because certain of the Taxes and Fees are paid on a periodic basis (and in arrears), there is, in many instances, a delay between the time when the Debtors incur an obligation to pay the Taxes and Fees and the date such Taxes and Fees become due. Various Taxing Authorities may, therefore, have claims against the Debtors

for Taxes and Fees that have accrued but remain unpaid as of the Petition Date or that will come due during the pendency of these Chapter 11 Cases.

61. The Debtors' successful reorganization will require good standing within the states in which they do business and a complete devotion of effort by their officers, directors, and members. Given that the Debtors operate in numerous facilities and locations, there are a significant number of Taxing Authorities with which the Debtors interact. If any of the Taxing Authorities attempt to exercise certain remedies against the Debtors with respect to unpaid Taxes and Fees, it could have the devastating effect of distracting the attention of the Debtors' management and professionals away from the Debtors' successful reorganization. Any regulatory dispute or delinquency that could impact the Debtors' ability to conduct business in a particular jurisdiction could have a wide-ranging and adverse effect on the Debtors' operations as a whole, which, in turn, could significantly reduce the value of the Debtors' assets and hinder its reorganization. the Debtors' failure to pay the Taxes and Fees could adversely impact the Debtors' business operations because, among other things: (i) the Taxing Authorities could initiate audits of the Debtors or prevent the Debtors from continuing their business, which would unnecessarily divert the Debtors' attention from the restructuring process; (ii) the Taxing Authorities could attempt to suspend the Debtors' operations, file liens, seek to lift the automatic stay, and pursue other remedies that would harm the estate; and (iii) certain directors and officers might be subject to personal liability – even if a failure to pay such Taxes and Fees was not a result of malfeasance on their part – which would undoubtedly distract those key employees from their duties related to the Debtors' restructuring.

62. The relief the Debtors seek in the Tax Motion will enable the Debtors to continue to operate their business during the Chapter 11 Cases uninterrupted. Accordingly, to prevent

immediate, irreparable harm to the Debtors' business, I believe that the relief requested in the Tax Motion is in the best interests of the Debtors and their estates and creditors and all other parties-in-interest in these Chapter 11 Cases and, therefore, should be granted.

H. Motion of the Debtors for Entry of an Order Authorizing the Debtors to (I) Pay Prepetition Insurance Premiums (II) Continue Prepetition Insurance Program and (III) Pay all Prepetition Obligations in Respect Thereof (the "Insurance Motion")

63. By the Insurance Motion, the Debtors seek entry of an order authorizing, but not directing, the Debtors to (i) pay prepetition insurance premiums, (ii) continue prepetition insurance programs, and (iii) pay all prepetition obligations in respect thereof.

64. In connection with the day-to-day operations of their business, the Debtors maintain various insurance programs (the "Insurance Programs") and related insurance policies as set forth on a non-exhaustive list attached to the Insurance Motion as Exhibit B (the "Insurance Policies"), through several different insurance providers (the "Insurance Providers"). The Debtors have numerous Insurance Policies covering a variety of matters such as general liability, umbrella liability, automobile, executive risk, directors' and officers' liability, professional liability, surety bond, and property.

65. The Debtors seek authority to pay premiums under the Insurance Policies based on a fixed amount established and billed by each Insurance Provider. Depending on the particular Insurance Policy, premiums are either (i) paid in installments to the carrier over the term of the policy; (ii) pre-paid at a policy's inception or renewal; or (iii) financed through a premium financing company. On average, the Debtors pay approximately $10,282 in monthly insurance premiums. As of the Petition Date, the Debtors are current on all of their payments to Insurance Providers.

66. In addition, certain of the Debtors' Insurance Policies are financed through a premium finance agreement with Superior Payment Plan, LLC dated August 12, 2015 (the

"Premium Finance Agreement"). A copy of the Premium Finance Agreement is attached to the Motion as Exhibit C. The Debtors currently have nine payments remaining under the Premium Finance Agreement in the aggregate amount of $120,199.95, which includes a finance charge of $1,744.21 (annual percentage rate of 3.52%). By the Insurance Motion, the Debtors seek authority to make these payments and any other payments pursuant to the Premium Finance Agreement, and to renew the Premium Financing Agreement in the ordinary course of business.

67. In order to prevent any disruption of the Debtors' Insurance Policies and Insurance Programs and any attendant harm to the Debtors' business that such disruption would cause, the Debtors seek authorization to make any premium payments as necessary and to perform any other prepetition obligations that may be necessary.

68. The Debtors have compelling business reasons for seeking to maintain their Insurance Policies and to pay all necessary premiums thereunder. Insurance coverage provided under the Debtors' Insurance Policies is essential for preserving the value of the Debtors' businesses, properties, and assets, and, in many cases, such coverage may be required by various regulations, laws, and contracts that govern the Debtors' businesses. Such coverage is also required by the U.S. Trustee guidelines. If the Debtors do not continue to perform their obligations under the Insurance Policies, their coverage under the Insurance Policies could be impaired. Disruption of their insurance coverage would expose the Debtors to serious risks, including (i) the possible incurrence of direct liability for the payment of claims that otherwise would have been payable by the Insurance Providers under the Insurance Policies; (ii) the possible incurrence of material costs and other losses that otherwise would have been reimbursed by the Insurance Providers under the Insurance Policies; (iii) the possible inability to obtain similar types of insurance coverage; and (iv) the possible incurrence of higher costs for re-

establishing lapsed policies or obtaining new insurance coverage. Any or all of these consequences would cause serious and irreparable harm to the Debtors' businesses and restructuring efforts, as they would expose the Debtors to higher costs and increased risks of loss, at a minimum. To avoid those consequences, the relief requested herein should be granted.

69. In light of the importance of maintaining insurance coverage, the Debtors submit it is in the best interests of the Debtors' estates to maintain all of their Insurance Policies and to pay all premium payments and related costs.

70. Accordingly, on behalf of the Debtors, I respectfully request that the relief requested in the Insurance Motion be granted to prevent any disruption of the Debtors' Insurance Policies and Insurance Programs and any attendant harm to the Debtors' businesses that such disruption would cause.

I. Motion of the Debtors for Entry of Interim and Final Orders Authorizing, But Not Directing, the Debtors to Pay Certain Prepetition Claims of Certain Critical Vendors (the "Critical Vendor Motion")

71. By the Critical Vendor Motion, the Debtors seek authority to pay the prepetition claims (the "Critical Vendor Claims") of certain parties the Debtors have identified as critical business relationships and/or suppliers of goods and services (the "Critical Vendors"), the loss of which could immediately and irreparably harm the Debtors' businesses, shrink their market share, reduce their enterprise value and/or significantly impair the Debtors' estates.

72. There are approximately ninety-three (93) Critical Vendors and the prepetition trade amount owed to them represents approximately 87% of the Debtors' total prepetition trade obligations of approximately $3,425,758. Moreover, the Debtors estimate that, as of the Petition Date, they owe the Critical Vendors approximately $648,417 in the aggregate for goods received by the Debtors within the 20 days of the Petition Date (approximately 22%) of the prepetition

Critical Vendor claims), which amounts will be entitled to administrative priority under section 503(b)(9) of the Bankruptcy Code.

73. The Debtors propose to condition the payment of Critical Vendor Claims on the agreement of the individual Critical Vendor to continue supplying goods and services to the Debtors on terms that are as, or more, favorable to the Debtors as the most favorable trade terms, practices, and programs in effect between the Critical Vendor and the Debtors in the twelve (12) months prior to the Petition Date (the "Customary Trade Terms"), or such other trade terms as are agreed to by the Debtors and the Critical Vendor. the Debtors reserve the right to negotiate new trade terms with any Critical Vendor as a condition to payment of any Critical Vendor Claim.

74. I believe that the continued availability of trade credit in amounts and on terms consistent with those the Debtors enjoyed prepetition is critical to the Debtors because it allows the Debtors to preserve working capital. The retention or reinstatement of Customary Trade Terms will therefore enable the Debtors to effectively reorganize their businesses. Conversely, a deterioration of post-petition trade credit available to the Debtors and a disruption or cancellation of deliveries of merchandise – many of which are not readily replaceable – would cripple the Debtors' business operations, increase the amount of funding needed by the Debtors post-petition (which funding may not be readily available), and ultimately impede the Debtors' ability to reorganize. Accordingly, on behalf of the Debtors, I respectfully request that the relief requested in the Critical Vendor Motion be granted.

J. Motion of the Debtors for Entry of an Order Authorizing, but not Directing, Payment of Certain Prepetition Shipping and Warehousing Charges, and Related Possessory Liens (the "Shippers' Motion")

75. By the Shippers' Motion, the Debtors seek entry of an order authorizing, but not directing, the payment of certain prepetition shipping and delivery fees and warehousing

expenses (the "Shipping and Warehousing Charges") to third-party shippers, haulers, common carriers, freight forwarders, customs brokers, and other transporters (the "Shippers") and warehousemen (the "Warehousemen"), and any related possessory liens that the Debtors determine, in the exercise of their business judgment, are necessary or appropriate to obtain the release of goods in the possession of such parties and to satisfy the liens, if any, in respect of amounts owed to such parties.

76. The importation, shipment and storage of product and the Debtors' ability to pay certain Shippers and Warehousemen Charges are critical to the Debtors' ongoing business operations and ability to reorganize. Citing alleged statutory liens under non-bankruptcy law, Shippers and Warehousemen holding a substantial amount of the Debtors' goods have refused or may in the future refuse to release goods in their possession. The refusal of Shippers and Warehousemen to release goods pending payment of Shipping and Warehousing Charges will significantly hamper the Debtors' ability to sell inventory and generate revenue. To maximize the Debtors' ability to reorganize in these Chapter 11 Cases, the Debtors must have access to an uninterrupted flow of product and, consequently, the ability to pay the Shippers and Warehousemen Charges in their sound business discretion.

77. The Debtors estimate that the prepetition Shipping and Warehousing Charges to be paid under the Shippers' Motion will not exceed $300,000 and seek authorization to pay Shippers and Warehousemen up to that amount, in their sole discretion. the Debtors estimate that their monthly Shipping and Warehousing Charges on a go forward basis post-petition will be approximately $250,000 per month.

78. The Debtors propose that any payments made under the Motion be subject to the following conditions:

(a) The Debtors, in their sole discretion, shall determine which parties, if any, are entitled to payment under the order granting the Shippers' Motion (the "Order"); and

(b) Before making a payment to a party pursuant to the Order, the Debtors may, in their absolute discretion, settle all or some of the prepetition claims of such party for less than their face amount without further notice or hearing; and

(c) The applicable Shippers and Warehousemen, as a condition to payment, agree to (i) release any liens they may have; and/or (ii) on a prospective basis, provide credit, pricing or payment terms equal to, or better than, those provided to the Debtors prepetition.

79. The Debtors also request that all banks and other financial institutions (the "Financial Institutions") upon which checks to the Shippers and Warehousemen are drawn be authorized and directed to receive, process, honor, and pay any and all such checks, whether presented prior to or after the Petition Date, upon each such bank receiving notice of such authorization. In addition, the Debtors request authority to issue post-petition checks as necessary to replace any prepetition checks issued with respect to the Shipping and Warehousing Charges that may be dishonored.

80. I believe that the services provided by the Shippers and Warehousemen are vital to the Debtors' businesses and, concomitantly, to their ability to reorganize. At this juncture, it is critical that the Debtors' shipping lines be preserved, and that any disruption to the Debtors' business operations as a result of the filing of these Chapter 11 Cases is minimized. Accordingly, on behalf of the Debtors, I respectfully request that the relief requested in the Shippers' Motion be granted.

K. Motion of the Debtors for Entry of an Order Pursuant to Fed. R. Bankr. P. 1007(b) and (c) and Del. Bankr. L.R. 1007-1(a) Extending the Time Within Which the Debtors Must File Their Schedules and Statements of Financial Affairs (the "Schedules Extension Motion")

81. Pursuant Bankruptcy Rule 1007(c), schedules, statements, and other documents must ordinarily be filed along with the chapter 11 petition, or within fourteen (14) days thereafter. *See* Bankruptcy Rule 1007(c). However, courts are authorized to grant an extension of time to file such schedules, statements and other documents "for cause shown." *Id.*

82. Under the circumstances of these Chapter 11 Cases, the Debtors believe that cause exists to grant an extension of time to file schedules. Due to the number of creditors present in these Chapter 11 Cases, the size of the Debtors' businesses and the limited staffing available to gather and process the substantial volume of information that would be required to complete the Schedules and Statements, the Debtors do not believe the fourteen (14) day period provided for under Bankruptcy Rule 1007(c) will be sufficient to complete the Schedules and Statements.

83. Accordingly, the Debtors respectfully request that the Court extend, by an additional thirty (30) days, the date by which the Schedules and Statements are required to be filed, setting a deadline for such filing of forty-five (45) days from the Petition Date, without prejudice to the Debtors' rights to seek further extensions of such deadline.

84. I believe that extension of these deadlines is in the best interests of the Debtors, their estates, creditors, and other parties-in-interest and respectfully submit that the Schedules Extension Motion should be approved.

L. Motion of the Debtors for Orders (I) Approving (A) Bidding Procedures, (B) Form and Manner of Sale Notices, and (C) Sale Hearing Date and (II) Authorizing and Approving (A) Sale of Substantially All of the Debtors' Assets Free and Clear of Liens, Claims, and Encumbrances and (B) Assumption and Assignment of Certain Executory Contracts and Unexpired Leases (the "Sale Motion")

85. By the Sale Motion, the Debtors seek (i) the entry of an order substantially in the form attached thereto as Exhibit A (the "Bidding Procedures Order") approving (a) the Bidding Procedures, (b) form and manner of sale notices, and (c) sale hearing date; and (ii) subject to the terms of the Bidding Procedures Order, at a hearing to be scheduled by the Bankruptcy Court, entry of an order substantially in the form attached thereto as Exhibit B (the "Sale Order"), authorizing and approving (a) the sale of substantially all of their assets to the Purchaser (defined below) or the Successful Bidder (defined below) free and clear of free and clear of liens, claims, and encumbrances (collectively, "Encumbrances") and (b) and assumption and assignment of certain executory contracts and unexpired leases.

(i) The Proposed Sale

86. After careful consideration and extensive arms' length negotiations, the Debtors, as sellers and NYW Acquisition, LLC, as purchaser (the "Purchaser"), entered into an Asset Purchase Agreement dated October 8, 2015 (collectively with all amendments, related agreements, documents, or instruments and all exhibits, schedules, and addenda to any of the foregoing, the "Asset Purchase Agreement"), a copy of which is attached to the Sale Motion as Exhibit C.

87. Pursuant to the Asset Purchase Agreement, the Debtors propose to sell, assign and transfer (the "Sale") the assets set forth and identified in the Asset Purchase Agreement to Purchaser, free and clear of liens, claims, encumbrances, and interests (collectively, the "Interests"), with such Interests to attach to the proceeds of the Sale, if any, subject to higher or better offers.

88. The Debtors have determined that it is in the best interest of their estates to proceed with the Purchaser as the stalking horse bidder pursuant to the Asset Purchase Agreement. The Debtors propose to subject the transaction embodied in the Asset Purchase Agreement to higher and better offers as more fully discussed below. Pursuant to Local Rule 6004-1(b), the salient points of the Asset Purchase Agreement are as follows:[7]

Term **Reference**	**Summary**
Buyer APA, Preamble	Purchaser is NYW Acquisition, LLC, a Florida limited liability company. Purchaser is not an insider of the Debtors.
Sellers APA, Preamble	Wire Company Holdings, Inc. and Wire Property Holdings, LLC
Purchase Price APA, § 3.1(a)	$8,100,000, as adjusted pursuant to Section 3.1(b) of the APA, but not less than $7,300,000, and assumption by Purchaser of the Assumed Liabilities

[7] This summary of the terms of the Asset Purchase Agreement and all of the exhibits, schedules, and attachments thereto is intended solely to give the Court and interested parties an overview of the significant terms of the Asset Purchase Agreement. Capitalized terms used but not otherwise in this section shall have the meanings ascribed to them in the Asset Purchase Agreement. The Court and interested parties should refer to the Asset Purchase Agreement for the complete and detailed terms thereof. For brevity, the Asset Purchase Agreement is referred to as "APA" in the summary above. To the extent any extraordinary provision enumerated in Local Rule 6004-1(b) is not set forth above, neither the APA nor the Sale Order contains such a provision.

Break-Up Fee and Expense Reimbursement APA, § 9.2	The APA contemplates payment of either a $405,000 break-up fee or expense reimbursement of up to $250,000 of Purchaser's actual, documented out-of-pocket expenses incurred in connection with the APA and its due diligence investigation. The break-up fee is payable if (i) at any time after the expiration of the Due Diligence Period, the APA is terminated by Purchaser pursuant to Sections 9.1(d), (e), (f), or (i) or by Sellers pursuant to Section 9.1(f), and (ii) Sellers consummate an Alternative Transaction. The expense reimbursement is payable if (i) prior to the expiration of the Due Diligence Period, the APA is terminated pursuant to Section 9.1(g) because of the occurrence of a Material Adverse Effect that occurs after the date of the APA; or (ii) if after the expiration of the Due Diligence Period (x) the APA is terminated pursuant to Section 9.1(a), (b), (c), or (j), and (y) Sellers consummate an Alternative Transaction, up to a maximum of $250,000. *There are no circumstances under which both the break-up fee and expense reimbursement would be payable.*
Closing Deadline APA, § 9.1(c)	Either party may terminate the APA upon three days' written notice to the other parties if the closing has not occurred on or prior to December 15, 2015, so long as the failure of closing to occur by that date is not due (in whole or in part) to a material breach by the terminating party of its representations, warranties, or covenants under the APA.
Good Faith Deposit	The APA does not contemplate payment of a deposit by Purchaser, provided, however, Purchaser will be required to comply with the deposit requirements set forth in the Bidding Procedures for competing Bids by the Bid Deadline to qualify for the Break-Up Fee or Expense Reimbursement, as applicable.

<u>Books and Records</u> APA, § 7.6	The APA requires Purchaser to provide the Debtors and their counsel and accountants with reasonable access, during regular business hours, with reasonable notice, and subject to reasonable rules and regulations, to the books and records that comprise part of the Purchased Assets and are required to administer and close the Chapter 11 Cases and prepare tax returns.
<u>Avoidance Actions</u> APA, § 2.2(m)	Avoidance Actions are Excluded Assets under the APA and are not being sold to Purchaser.
<u>Proceeds</u> Sale Order, ¶ 10	The Sale Order provides for payment of any cash proceeds of the Sale to the Bank at closing for application to the Debtors' obligations to the Bank (whenever incurred).
<u>Successor Liability</u> Sale Order, ¶¶ N, 6(b)	The Sale Order provides that the sale to Purchaser and the assumption and assignment to Purchaser of any Assumed Liabilities shall not deem Purchaser to be a successor or subject Purchaser to any liability whatsoever with respect to or on account of the operation of the Business prior to the Closing Date, constitute a de facto merger, or result in Purchaser being a continuation of the Debtors.
<u>Relief From Stay of Sale Order</u> Sale Order, ¶ C, 18	The Sale Order provides for a waiver of the fourteen-day stay under Bankruptcy Rules 6004 and 6006.

(ii) The Proposed Bidding Procedures

89. The Debtors request approval of the bidding procedures (the "<u>Bidding Procedures</u>") attached as <u>Exhibit 1</u> to the Bidding Procedures Order. The Bidding Procedures describe, among other things, the assets available for sale, the manner in which bidders and bids become "qualified," the coordination of diligence efforts among bidders, the receipt and negotiation of bids received, the conduct of any subsequent Auction (as defined below), the ultimate selection of the Successful Bidder, and the Bankruptcy Court's approval of one or more Sale(s).

90. The Debtors are not requesting any first day relief with respect to the Sale Motion. The Debtors will request that a hearing to consider approval of the Bidding Procedures be held on or before October 28, 2015. The critical dates and deadlines under the proposed Bidding Procedures are:

Bid Deadline	November 30, 2015 at 5:00 p.m. (Prevailing Eastern Time)
Auction	December 3, 2015 at 10:00 a.m. (Prevailing Eastern Time)
Sale Objection Deadline	December 8, 2015 at 12:00 p.m. (Prevailing Eastern Time)
Sale Hearing	December 8, 2015 at 2:00 p.m. (Prevailing Eastern Time)

91. In connection with the Sale, the Debtors may be required to assume and assign certain executory contracts and unexpired leases (collectively, the "Assumed Contracts") to the Successful Bidder. To facilitate the assumption and assignment of any such executory contracts and unexpired leases, the Debtors propose the Assumption Procedures set forth in the Sale Motion. The critical dates and deadlines under the proposed Assumption Procedures are:

Deadline for Debtors to Serve Assumption Notices	Three (3) days after entry of the Bidding Procedures Order
Assumption Objection Deadline	October 28, 2015 at 10:00 a.m. (Prevailing Eastern Time)
Deadline for Debtors to File Successful Bidder Notice	December 4, 2015 at 12:00 p.m. (Prevailing Eastern Time)
Adequate Assurance Objection Deadline	December 5, 2015 at 12:00 p.m. (Prevailing Eastern Time)

92. As discussed in the Sale Motion, the Debtors anticipate the Sale to be the culmination of an extensive marketing process and the product of negotiations in which the Debtors and all parties will have acted in good faith. The Debtors submit that the proposed Bidding Procedures are reasonable under the facts and circumstances of this case, especially in light of this extensive marketing process. Accordingly, on behalf of the Debtors, I respectfully submit that the relief requested in the Sale Motion should be granted.

CONCLUSION

93. For the reasons stated herein and in each of the First Day Pleadings, I respectfully request that the relief sought in each of the First Day Pleadings be granted in its entirety, together with such other and further relief as this Court deems just and proper.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: October 8, 2015

Wire Company Holdings, Inc. *et al.*

By: Sandeep Gupta
Its: Chief Restructuring Officer

Exhibit A

Corporate Organization Chart

New York Wire Corporate Structure