

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN

In re:

ARCHDIOCESE OF MILWAUKEE,

Debtor.

Case No. 11-20059-svk

Chapter 11

Hon. Susan V. Kelley

MOTION FOR ENTRY OF ORDER AUTHORIZING DEBTOR TO EMPLOY  
AND RETAIN KURTZMAN CARSON CONSULTANTS, LLC AS NOTICE, PLAN  
SOLICITATION, AND BALLOTING AGENT PURSUANT TO 28 U.S.C. § 156(c) AND  
FED.R.BANKR.P. 2002

Archdiocese of Milwaukee, debtor and debtor-in-possession (collectively, the “Debtor” or “Archdiocese”) file this Motion (the “Motion”) for entry of an order authorizing the Debtor's employment and retention of Kurtzman Carson Consultants LLC (“KCC”) as notice, plan solicitation, and balloting agent to the Debtor. In support of this Motion, the Debtor submits the Affidavit of Albert Kass, Vice President of Corporate Restructuring Services (the “Kass Affidavit”), which is attached hereto as Exhibit A and incorporated by reference herein.

In further support of this Motion, the Debtor respectfully states as follows:

**Jurisdiction**

1. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2). Venue is proper under 28 U.S.C. §§ 1408 and 1409.

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2. The statutory bases for the relief requested herein are §§ 156(c) of title 28 of the United States Code and § 503(b) of chapter 11 of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 (the “Bankruptcy Code”).

### **Background**

3. On January 4, 2011 (the “Petition Date”), the Debtor commenced its reorganization case by filing a voluntary petition for relief under the Bankruptcy Code.

4. The Debtor is continuing in possession of its property and is operating and managing its business, as a debtor in possession, pursuant to §§ 1107 and 1108 of the Bankruptcy Code. No request has been made for the appointment of a trustee or an examiner, and no official committee has been established.

5. For a description of the Archdiocese and its operations, the Debtor respectfully refers the Court and the parties in interest to the *Description of Debtor and Pre-filing History Affidavit of John J. Marek* (the “Marek History Affidavit”) and the *Affidavit of John J. Marek in Support of First Day Pleadings* (the “Marek First Day Affidavit”), both filed contemporaneously herewith, and incorporated herein by reference.

### **Relief Requested**

6. By this Motion, the Debtor seeks to retain and employ KCC subject to that certain agreement for services, dated as of December 23, 2010, by and between KCC and the Debtor (such agreement together with all amendments, modifications, renewals thereof and all documents ancillary thereto or otherwise entered into in connection therewith, are collectively referred to herein as the “Services Agreement”), a copy of which is attached hereto as Exhibit B and incorporated by reference herein.

7. The Debtor has over 2,700 potential creditors or parties in interest of the Debtor's chapter 11 case. Although the office of the Clerk of the United States Bankruptcy Court for the Eastern District of Wisconsin (the "Clerk's Office") ordinarily would serve notices on the Debtor's creditors and other parties in interest, the Clerk's Office may not have the resources to undertake such tasks, especially in light of the magnitude of the Debtor's creditor body and the tight timelines that frequently arise in chapter 11 cases.

8. Accordingly, the Debtor proposes to engage KCC to act as the Debtor's notice, plan solicitation, and balloting agent. This retention is the most effective and efficient manner of noticing the creditors and parties in interest of the filing of the chapter 11 case and other developments in the chapter 11 case.

#### **KCC's Qualifications**

9. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, plan solicitation, balloting, and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing, claims processing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures and the provisions of any orders entered by this Court.

10. KCC has substantial experience in matters of this size and complexity and has acted as the official notice and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Grede Foundries, Inc.*, Case No. 09-14337

(Bankr. D. Wis. July 14, 2009); *In re Monarch Holdings, Inc., et al.*, Case No. 08-14796 (Bankr. W.D. Wis. October 8, 2008); *In re FV Steel and Wire Company, et al.*, No. 04-22421-svk (Bankr. E.D. Wis. February 27, 2004); *see also In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Company, LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. August 25, 2010); *In re Specialty Packaging Holdings, Inc.*, Case No. 10-10142 (Bankr. D. Del. January 21, 2010); *In re Vertis Holdings, Inc., et al.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc., et al.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc., et al.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Ambac Financial Group, Inc.*, Case No. 10-15973 (Bankr. S.D.N.Y. November 8, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); *In re Fleetwood Enters., Inc.*, No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).<sup>1</sup>

### **Services to be Provided**

11. Specifically, the Debtor seeks to engage KCC to provide certain noticing, plan solicitation, and balloting administration services including, without limitation:
- a. Preparing and serving required notices in the chapter 11 cases, including:
    - i. notice of the commencement of the chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a);
    - ii. a notice of the claims bar date;

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<sup>1</sup> Because of the voluminous nature of the orders cited herein, they are not attached to the Application. Copies of these orders, however, are available on request of the Debtor's proposed counsel.

- iii. notices of objections to claims and objections to transfers of claims;
  - iv. notices of hearings on motions filed by the Office of the United States Trustee for the District of Wisconsin (the “U.S. Trustee”);
  - v. notices of transfers of claims;
  - vi. notices of any hearings on a disclosure statement and confirmation of the Debtor’ plan or plans of reorganization; and
  - vii. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases.
- b. Within seven (7) days after the mailing of a particular notice, filing with the Court a copy of the notice served with a certificate of service attached indicating the name and complete address of each party served.
  - c. Maintaining an up-to-date mailing list of all creditors and all entities who have filed requests for notices in the case and providing such list to the Court or any interested party upon request (within 48 hours).
  - d. Forwarding an updated mailing list to the Court within ten (10) days of entry of an order converting a case or within thirty (30) days of entry of a final decree. The mailing list will be provided in both paper and on disc and in alphabetical and numerical order. The mailing list disc will be in .txt format.
  - e. Complying with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
  - f. Promptly complying with such further conditions and requirements as the Clerk’s Office or the Court may at any time prescribe.
  - g. Providing such other noticing and administrative services as may be requested from time to time by the Debtor.

12. In addition to the foregoing, KCC will assist with, among other things:

- (a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtor’s schedules of assets and liabilities and statements of financial affairs; and (c) performing other administrative tasks pertaining to the administration of the chapter 11 case, as may be requested by the Debtor or the

Clerk's Office. KCC will follow the notice procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

13. KCC also has agreed to provide noticing services in this case to the U.S. Trustee.

#### **Professional Compensation**

14. The fees to be charged by KCC in connection with this chapter 11 case are set forth in the Services Agreement. The Debtor proposes that the cost of KCC's services be paid from the Debtor's estate as provided by 28 U.S.C. § 156(c) and 11 U.S.C. § 503(b)(1)(A). The Debtor respectfully submits that KCC's rates for serving as notice, plan solicitation and balloting agent are competitive and comparable to the rates charged by their competitors for similar services.

15. Furthermore, the Debtor respectfully submits that the fees and expenses incurred by KCC are administrative in nature and, therefore, should not be subject to the standard fee application procedures for professionals. Specifically, the Debtor requests authorization to compensate KCC in accordance with the terms and conditions set forth in the Services Agreement, upon KCC's submission to the Debtor of invoices summarizing in reasonable detail the services rendered and expenses incurred in connection with services provided by KCC to the Debtor. Prior to the Petition Date, the Debtor provided KCC with a retainer in the amount of \$10,000 under the terms of the Services Agreement.

#### **KCC's Disinterestedness**

16. Although the Debtor does not propose to retain KCC under 11 U.S.C. § 327, to the best of KCC's knowledge, and except as set forth in the Kass Affidavit, KCC neither holds nor represents an interest materially adverse to the Debtor's estate nor has a connection to the

Debtor, its creditors or their related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor.

17. To the best of the Debtor's knowledge and except as disclosed in the Kass Affidavit, KCC neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of 11 U.S.C. §§101(14) as referred to in 11 U.S.C. § 327(a).

18. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government; and
- c. in its capacity as Agent, KCC will not be an agent of the United States and will not act on behalf of the United States.

19. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

#### **Basis for Relief**

20. Section 156(c) of title 28 of the United States Code, which governs the staffing and expenses of a bankruptcy court, authorizes the Court to use "facilities" or "services" other than the Clerk's Office for administration of bankruptcy cases. It states:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such

facilities or services are paid for out of the assets of the estate and are not charged to the United States. The utilization of such facilities or services shall be subject to such conditions and limitations as the pertinent circuit council may prescribe.

28 U.S.C. § 156(c).

21. Accordingly, § 156(c) of title 28 of the United States Code empowers the Court to utilize outside agents and facilities for notice and claims purposes, provided the Debtor's estate pay the cost of such services. Therefore, for all of the foregoing reasons, the Debtor believes that the retention of KCC as the notice, plan solicitation, and balloting agent in the chapter 11 case is in the best interest of the Debtor, its estates and its creditors. Furthermore, the Debtor respectfully submits that the fees and expenses that would be incurred by KCC under the proposed engagement would be administrative in nature and, therefore, should not be subject to standard fee application procedures of professionals.

22. Courts in this jurisdiction and other jurisdictions have approved similar relief in other chapter 11 cases. *See, e.g.*, the cases cited in paragraph 10 of the Motion.

#### **Notice**

23. The Debtor will serve notice of this Motion by electronic mail or facsimile as well as overnight delivery on the parties identified on the attached notice list (the "Notice List Recipients").

24. Within three (3) business days of the entry of the order, notice of the Order will be given to the Notice List Recipients and those persons who have requested notice pursuant to Rule 2002 of the Bankruptcy Rules. In light of the nature of the relief requested, the Debtor submits that no further notice is required, pursuant to Rules 9006(c)(1) and 9007 of the Federal Rules of Bankruptcy Procedure, and asks the Court to approve the same.



**No Prior Request**

25. No prior application for the relief requested herein has been made to this or any other court.

WHEREFORE, for the reasons set forth herein and in the Marek History Affidavit, the Marek First Day Affidavit and in the Kass Affidavit, the Debtor respectfully requests that the Court enter an order (a) authorizing the Debtor to employ and retain KCC as its notice, plan solicitation and balloting agent effective as of the Petition Date, (b) approving the terms of the Services Agreement and (c) granting such other and further relief as is appropriate.

Dated this 4th day of January, 2011.

ARCHDIOCESE OF MILWAUKEE  
Debtor and Debtor-in-Possession  
by its counsel,  
Whyte Hirschboeck Dudek S.C.

By: /s/ Daryl L. Diesing

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# **EXHIBIT A**

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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**In Re:**

**ARCHDIOCESE OF MILWAUKEE,**

**Debtor.**

**Case No.** \_\_\_\_\_

**Chapter 11**

**Hon.** \_\_\_\_\_

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**AFFIDAVIT OF ALBERT KASS IN SUPPORT OF DEBTOR'S MOTION FOR  
ORDER APPOINTING KURTZMAN CARSON CONSULTANTS LLC AS NOTICE,  
PLAN SOLICITATION, AND BALLOTING AGENT PURSUANT TO 28 U.S.C. & 156(c)  
AND FED.R.BANKR.P. 2002**

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1. I, Albert Kass, being duly sworn, state the following under penalty of perjury:
2. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC ("KCC"), a company specializing in the administration of large bankruptcy cases.
3. I submit this Affidavit in support of the motion (the "Motion") of the Debtor<sup>1</sup> for authorization pursuant to 28 U.S.C. § 156(c) to employ and retain KCC as notice, plan solicitation, and balloting agent in connection with this chapter 11 case. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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<sup>1</sup> All capitalized terms used but otherwise not defined herein shall have the same meanings set forth in the Application.

### **KCC's Qualifications**

4. KCC is a bankruptcy administrator that specializes in providing comprehensive chapter 11 administrative services including noticing, claims processing, balloting and other related services critical to the effective administration of chapter 11 cases. Indeed, KCC has developed efficient and cost-effective methods to handle properly the voluminous mailings associated with the noticing and balloting portions of chapter 11 cases to ensure the orderly and fair treatment of creditors, equity security holders and all parties in interest. Further, KCC will work with the Clerk's Office to ensure that such methodology conforms with all of the Court's procedures and the provisions of any orders entered by this Court.

5. KCC has substantial experience in matters of this size and complexity and has acted as the official notice and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Grede Foundries, Inc.*, Case No. 09-14337 (Bankr. D. Wisc. 2009); *In re Monarch Holdings, Inc., et al.*, Case No. 08-14796 (Bankr. W.D. Wisc. 2008); *In re FV Steel and Wire Company, et al.*, No. 04-22421-svk (Bankr. E.D. Wis. February 27, 2004); *see also In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Company, LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. August 25, 2010); *In re Specialty Packaging Holdings, Inc.*, Case No. 10-10142 (Bankr. D. Del. January 21, 2010); *In re Eddie Bauer Holdings, Inc.*, Case No. 09-12099 (Bankr. D. Del. June 18, 2009); *In re Premier Int'l Holdings Inc.*, Case no. 09-12019 (Bankr. D.

Del. June 15, 2009); *In re Visteon*, Case No. 09-11786 (Bankr. D. Del. May 29, 2009); *In re Anchor Blue Retail Group, Inc.*, Case No.09-11770 (Bankr. D. Del. May 28, 2009); *In re Accredited Home Lender Holding Co.*, Case No. 09-11516 (Bankr. D. Del. May 6, 2009); *In re Source Interlink Cos., Inc.*, Case No. 09-11424 (KG) (Bankr. D. Del. Apr. 29, 2009); *In re Vertis Holdings, Inc., et al.*, Case No. 10-16170 (Bankr. S.D.N.Y. November 17, 2010); *In re American Media, Inc., et al.*, Case No. 10-16140 (Bankr. S.D.N.Y. November 17, 2010); *In re Loehmann's Holdings, Inc., et al.*, Case No. 10-16077 (Bankr. S.D.N.Y. November 15, 2010); *In re Ambac Financial Group, Inc.*, Case No. 10-15973 (Bankr. S.D.N.Y. November 8, 2010); *In re Black Gaming, LLC*, No. 10-13301 (Bankr. D. Nev. Mar. 5, 2010); *In re Movie Gallery, Inc.*, No. 10-30696 (Bankr. E.D. Va. Feb. 3, 2010); *In re Fleetwood Enters., Inc.*, No. 09-14254 (Bankr. C.D. Cal. Mar. 20, 2009).

#### **Services to be Provided**

6. Specifically, the Debtor seeks to engage KCC to provide certain noticing, plan solicitation and balloting administration services including, without limitation:

- a. Preparing and serving required notices in the chapter 11 cases, including:
  - i. notice of the commencement of the chapter 11 cases and the initial meeting of creditors under Bankruptcy Code § 341(a);
  - ii. a notice of the claims bar date;
  - iii. notices of objections to claims and objections to transfers of claims;
  - iv. notices of hearings on motions filed by the Office of the United States Trustee for the Eastern District of Wisconsin (the “U.S. Trustee”);
  - v. notices of transfers of claims;

- vi. notices of any hearings on a disclosure statement and confirmation of the Debtor' plan or plans of reorganization; and
- vii. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases.

- b. Within seven days after the mailing of a particular notice, filing with the Court a copy of the notice served with a certificate of service attached indicating the name and complete address of each party served.

7. In addition to the foregoing, KCC will assist with, among other things:

(a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs; and (c) performing other administrative tasks pertaining to the administration of the chapter 11 case, as may be requested by the Debtor or the Clerk's Office. KCC will follow the notice procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

8. KCC also has agreed to provide noticing services in this case to the U.S. Trustee.

#### **Professional Compensation**

9. The Services Agreement sets forth the fees KCC charges for the services it will provide to the Debtor. The proposed compensation arrangement is consistent with, and typical of, arrangements of KCC and its competitor firms to provide notice, plan solicitation and balloting services in chapter 11 cases.

10. KCC requests that the Debtor pay their fees and expenses in accordance with the terms of the Services Agreement. KCC will submit invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

**KCC's Disinterestedness**

11. Although the Debtor does not propose to retain KCC under § 327 of the Bankruptcy Code, KCC has nonetheless conducted a conflicts analysis and, to the best of its knowledge, KCC neither holds nor represents an interest materially adverse to the Debtor's estate nor has a material connection to the Debtor, its creditors or its related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters materially unrelated to this chapter 11 case. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's case in matters unrelated to this case.

12. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As

such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtor's estate or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

13. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, 11 U.S.C. §§ 101–1532 as referred to in section 327(a) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

14. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government; and
- c. in its capacity as Agent, KCC will not be an agent of the United States and will not act on behalf of the United States.

15. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.



Executed on [\_\_\_\_], 2011

By: \_\_\_\_\_

Albert Kass  
Vice President of Corporate Restructuring  
Services

State of California  
County of Los Angeles

Subscribed and sworn to before me on this \_\_\_ day of \_\_\_\_\_, 2011, by Albert Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature \_\_\_\_\_  
Commission #  
My Comm. Expire

**EXHIBIT B**  
**Services Agreement**

# **EXHIBIT A**

**THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN**

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**In Re:**

**ARCHDIOCESE OF MILWAUKEE,**

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1. I, Albert Kass, being duly sworn, state the following under penalty of perjury:
2. I am the Vice President of Corporate Restructuring Services of Kurtzman Carson Consultants LLC ("KCC"), a company specializing in the administration of large bankruptcy cases.
3. I submit this Affidavit in support of the motion (the "Motion") of the Debtor<sup>1</sup> for authorization pursuant to 28 U.S.C. § 156(c) to employ and retain KCC as notice, plan solicitation, and balloting agent in connection with this chapter 11 case. Except as otherwise noted, I have personal knowledge of the matters set forth herein.

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5. KCC has substantial experience in matters of this size and complexity and has acted as the official notice and solicitation agent in many large bankruptcy cases in this District and other districts nationwide. *See, e.g., In re Grede Foundries, Inc.*, Case No. 09-14337 (Bankr. D. Wisc. 2009); *In re Monarch Holdings, Inc., et al.*, Case No. 08-14796 (Bankr. W.D. Wisc. 2008); *In re FV Steel and Wire Company, et al.*, No. 04-22421-svk (Bankr. E.D. Wis. February 27, 2004); *see also In re Local Insight Media Holdings, Inc., et al.*, Case No. 10-13677 (Bankr. D. Del. November 17, 2010); *In re Claim Jumper Restaurants, LLC, et al.*, Case No. 10-12819 (Bankr. D. Del. September 10, 2010); *In re Caribbean Petroleum Corp., et al.*, Case No. 10-12553 (Bankr. D. Del. August 12, 2010); *In re American Safety Razor Company, LLC, et al.*, Case No. 10-12351 (Bankr. D. Del. July 28, 2010); *In re OTC Holdings Corp.*, Case No. 10-12636 (Bankr. D. Del. August 25, 2010); *In re Specialty Packaging Holdings, Inc.*, Case No. 10-10142 (Bankr. D. Del. January 21, 2010); *In re Eddie Bauer Holdings, Inc.*, Case No. 09-12099 (Bankr. D. Del. June 18, 2009); *In re Premier Int'l Holdings Inc.*, Case no. 09-12019 (Bankr. D.

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### **Services to be Provided**

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- vi. notices of any hearings on a disclosure statement and confirmation of the Debtor' plan or plans of reorganization; and
  - vii. such other miscellaneous notices as the Debtor or Court may deem necessary or appropriate for an orderly administration of the chapter 11 cases.
- b. Within seven days after the mailing of a particular notice, filing with the Court a copy of the notice served with a certificate of service attached indicating the name and complete address of each party served.

7. In addition to the foregoing, KCC will assist with, among other things:

(a) maintaining and updating the master mailing lists of creditors; (b) to the extent necessary, gathering data in conjunction with the preparation of the Debtor's schedules of assets and liabilities and statements of financial affairs; and (c) performing other administrative tasks pertaining to the administration of the chapter 11 case, as may be requested by the Debtor or the Clerk's Office. KCC will follow the notice procedures that conform to the guidelines promulgated by the Clerk of the Court and the Judicial Conference of the United States and as may be entered by the Court's order.

8. KCC also has agreed to provide noticing services in this case to the U.S. Trustee.

#### **Professional Compensation**

9. The Services Agreement sets forth the fees KCC charges for the services it will provide to the Debtor. The proposed compensation arrangement is consistent with, and typical of, arrangements of KCC and its competitor firms to provide notice, plan solicitation and balloting services in chapter 11 cases.

10. KCC requests that the Debtor pay their fees and expenses in accordance with the terms of the Services Agreement. KCC will submit invoices summarizing, in reasonable detail, the services and expenses for which compensation is sought.

**KCC's Disinterestedness**

11. Although the Debtor does not propose to retain KCC under § 327 of the Bankruptcy Code, KCC has nonetheless conducted a conflicts analysis and, to the best of its knowledge, KCC neither holds nor represents an interest materially adverse to the Debtor's estate nor has a material connection to the Debtor, its creditors or its related parties with respect to any matter for which KCC will be employed. KCC may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which KCC serves or has served in a neutral capacity as claims and noticing agent for another chapter 11 debtor. To the best of my knowledge, such relationships are materially unrelated to these chapter 11 cases. In addition, KCC personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal financial nature and completely unrelated to these chapter 11 cases. KCC has and will continue to represent clients in matters materially unrelated to this chapter 11 case. In addition, KCC has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals and other parties in interest that may be involved in the Debtor's case in matters unrelated to this case.

12. KCC is an indirect subsidiary of Computershare Limited. Computershare Limited is a financial services and technologies provider for the global securities industry. Within the Computershare corporate structure, KCC operates as a separate, segregated business unit. As



such, any relationships that Computershare Limited and its affiliates maintain do not create an interest of KCC that would be materially adverse to the Debtor's estate or any class of creditors or equity security holders. Administar, a claims and noticing agent, is also an indirect subsidiary of Computershare Limited. On June 10, 2009, the marketing and operation of Administar's restructuring services were consolidated under KCC.

13. To the best of my knowledge and except as disclosed herein, KCC neither holds nor represents any interest materially adverse to the Debtor's estate in connection with any matter on which it would be employed and that it is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, 11 U.S.C. §§ 101-1532 as referred to in section 327(a) of the Bankruptcy Code. KCC will supplement its disclosure to the Court if any facts or circumstances are discovered that would require disclosure.

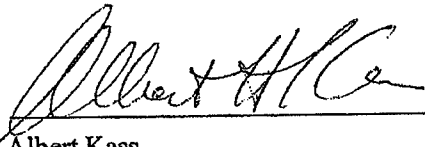
14. KCC represents, among other things, that:

- a. it will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Agent;
- b. by accepting employment in this bankruptcy case, KCC waives any right to receive compensation from the United States government; and
- c. in its capacity as Agent, KCC will not be an agent of the United States and will not act on behalf of the United States.

15. Should KCC discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, KCC will use reasonable efforts to file promptly a supplemental affidavit.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

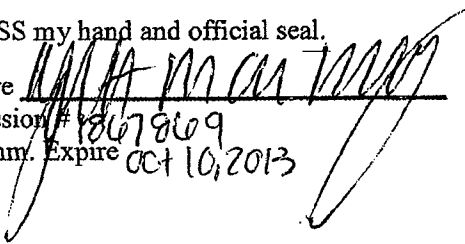
Executed on JAN 3, 2011

By:   
Albert Kass  
Vice President of Corporate Restructuring  
Services

State of California  
County of Los Angeles

Subscribed and sworn to before me on this 3<sup>rd</sup> day of January, 2011, by Albert Kass, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

WITNESS my hand and official seal.

Signature   
Commission # 1867869  
My Comm. Expires OCT 10, 2013



**EXHIBIT B**  
**Services Agreement**



## KCC AGREEMENT FOR SERVICES

This Agreement is entered into as of the 23<sup>rd</sup> day of December, 2010, between Archdiocese of Milwaukee (together with its affiliates and subsidiaries, the "Company"),<sup>1</sup> and Kurtzman Carson Consultants LLC (together with its affiliates and subcontractors, "KCC").

In consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Terms and Conditions

#### I. SERVICES

A. KCC agrees to provide the Company with consulting services regarding noticing, plan solicitation, balloting, and any other services agreed upon by the parties or otherwise required by applicable law, government regulations or court rules or orders.

B. KCC further agrees to provide (i) computer software support and training in the use of the support software, (ii) KCC's standard reports as well as consulting and programming support for the Company requested reports, (iii) program modifications, (iv) data base modifications, and/or (v) other features and services in accordance with the fees outlined in a pricing schedule provided to the Company (the "KCC Fee Structure").

C. Without limiting the generality of the foregoing, KCC may, upon request by the Company, (i) provide a communications plan including, but not limited to, preparation of communications materials, dissemination of information and a call center staffed by KCC and/or (ii) provide confidential on-line workspaces or virtual data rooms and publish documents to such workspaces or data rooms (which publication shall not be deemed to violate the confidentiality provisions of this Agreement).

D. The price listed for each service in the KCC Fee Structure represents a bona fide proposal for such services, which may be accepted in whole or in part. Services will be provided when requested by the Company or required by applicable law, government regulations or court rules or orders. Services are mutually exclusive and are deemed delivered and accepted by the Company when provided by KCC.

E. The Company acknowledges and agrees that KCC will often take direction from the Company's representatives, employees, agents and/or professionals (collectively, the "Company Parties") with respect to the services being provided under this Agreement. The parties agree that KCC may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company. The Company agrees and understands that KCC shall not provide the Company or any other party with any legal advice.

<sup>1</sup> The term Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in its chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company's chapter 11 case.



## KCC AGREEMENT FOR SERVICES

### II. PRICES, CHARGES AND PAYMENT

A. KCC agrees to charge and the Company agrees to pay KCC for its services, expenses and supplies at the rates or prices set by KCC and in effect as of the date of this Agreement in accordance with the KCC Fee Structure. KCC's prices are generally adjusted periodically to reflect changes in the business and economic environment. KCC reserves the right to reasonably increase its prices, charges and rates annually. If any price increases exceed 10%, KCC will give thirty (30) days written notice to the Company.

B. The Company agrees to pay the reasonable out of pocket expenses incurred by KCC in connection with services provided under this Agreement, including but not limited to, transportation, lodging, and meals.

C. In addition to all fees for services and expenses hereunder, the Company shall pay to KCC (i) any fees and expenses related to, arising out of, or as a result of any error or omission made by the Company or the Company Parties, as mutually determined by KCC and the Company, and (ii) all taxes that are applicable to this Agreement or that are measured by payments made under this Agreement and are required to be collected by KCC or paid by KCC to a taxing authority.

D. Where the Company requires services that are unusual or beyond the normal business practices of KCC, or are otherwise not provided for in the KCC Fee Structure, the cost of such services shall be charged to the Company at a competitive rate.

E. KCC agrees to submit its invoices to the Company monthly and the Company agrees that the amount invoiced is due and payable upon the Company's receipt of the invoice. However, where total fees and expenses are expected to exceed \$10,000 in any single month, KCC may require advance payment from the Company due and payable upon demand and prior to the performance of services hereunder. If any amount is unpaid as of thirty (30) days from the receipt of the invoice, the Company further agrees to pay a late charge, calculated as one and one-half percent (1-1/2%) of the total amount unpaid every thirty (30) days. In the case of a dispute in the invoice amount, the Company shall give written notice to KCC within ten (10) days of receipt of the invoice by the Company. The undisputed portion of the invoice will remain due and payable immediately upon receipt of the invoice. Late charges shall not accrue on any amounts in dispute. Unless otherwise agreed to in writing, the fees for print notice and media publication (including commissions) as well as certain expenses must be paid at least three (3) days in advance of those fees and expenses being incurred.

F. In the event that the Company files for protection pursuant to chapter 11 of the United States Bankruptcy Code (a "Chapter 11 Filing"), the parties intend that KCC shall be employed pursuant to 28 U.S.C. § 156(c) ("Section 156(c)") and that all fees and expenses due under this Agreement shall be paid as administrative expenses of the Company's chapter 11 estate. As soon as practicable following a Chapter 11 Filing (and otherwise in accordance with applicable law and rules and orders of the Bankruptcy Court for the Eastern District of Wisconsin (the "Bankruptcy Court")), the Company shall cause a motion to be filed with the Bankruptcy Court



## KCC AGREEMENT FOR SERVICES

seeking entry of an order pursuant to Section 156(c) approving this Agreement in its entirety (the "Section 156(c) Order"). The form and substance of the motion and the Section 156(c) Order shall be reasonably acceptable to KCC. If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, KCC will continue to be paid for its services in accordance with Section 156(c) and under the terms of this Agreement, but continued employment of KCC will be at the discretion of the Trustee appointed in the chapter 7 proceeding.

G. To the extent permitted by applicable law, KCC shall receive a retainer in the amount of \$10,000 (the "Retainer") that may be held by KCC as security for the Company's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. KCC shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, KCC shall return to the Company any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

### III. RIGHTS OF OWNERSHIP

A. The parties understand that the software programs and other materials furnished by KCC pursuant to this Agreement and/or developed during the course of this Agreement by KCC are the sole property of KCC. The term "program" shall include, without limitation, data processing programs, specifications, applications, routines, and documentation. The Company agrees not to copy or permit others to copy the source code from the support software or any other programs or materials furnished pursuant to this Agreement.

B. The Company further agrees that any ideas, concepts, know-how or techniques relating to data processing or KCC's performance of its services developed or utilized during the term of this Agreement by KCC shall be the exclusive property of KCC. Fees and expenses paid by the Company do not vest in the Company any rights in such property, it being understood that such property is only being made available for the Company's use during and in connection with the services provided by KCC under this Agreement.

### IV. NON-SOLICITATION

The Company agrees that neither it nor its subsidiaries or other affiliated companies shall directly or indirectly solicit for employment, employ or otherwise retain employees of KCC during the term of this Agreement and for a period of twelve (12) months after termination of this Agreement unless KCC provides prior written consent to such solicitation or retention.

### V. CONFIDENTIALITY

Each of KCC and the Company, on behalf of themselves and their respective employees, agents, professionals and representatives, agrees to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the services provided under this Agreement; provided, however, that if either party reasonably believes that it is required to produce any such information by order of any governmental agency or other regulatory body it may, upon not less than five (5) business days' written notice to the other party, release the required information. KCC acknowledges that the identities of certain



## KCC AGREEMENT FOR SERVICES

potential claimants who are considered potential tort victims (the "Victims") are extremely confidential; KCC shall not disclose the identity of any Victims to any person or entity without written authorization of the Company's counsel or an order of the Bankruptcy Court.

### VI. SUSPENSION OF SERVICE AND TERMINATION

A. This Agreement shall remain in force until terminated or suspended by either party (i) upon thirty (30) days' written notice to the other party or (ii) immediately upon written notice for Cause (defined herein). As used herein, the term "Cause" means (i) gross negligence or willful misconduct of KCC that causes serious and material harm to the Company's reorganization under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay KCC invoices for more than sixty (60) days from the date of invoice, or (iii) the accrual of invoices or unpaid services in excess of the retainer held by KCC where KCC reasonably believes it will not be paid.

B. In the event that this contract is terminated, regardless of the reason for such termination, KCC shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions and KCC shall provide all necessary staff, services and assistance required for an orderly transfer. The Company agrees to pay for such services in accordance with KCC's then existing prices for such services. If such termination occurs following entry of the Section 156(c) Order, the Company shall immediately seek entry of an order (in form and substance reasonably acceptable to KCC) that discharges KCC from service and responsibility under Section 156(c) and this Agreement.

C. Any data, programs, storage media or other materials furnished by the Company to KCC or received by KCC in connection with the services provided under the terms of this Agreement may be retained by KCC until the services provided are paid for, or until this Agreement is terminated with the services paid in full. The Company shall remain liable for all fees and expenses imposed under this Agreement as a result of data or physical media maintained or stored by KCC. KCC shall dispose of the data and media in the manner requested by the Company. The Company agrees to pay KCC for reasonable expenses incurred as a result of the disposition of data or media. If the Company has not utilized KCC's services under this Agreement for a period of at least ninety (90) days, KCC may dispose of the data or media, and be reimbursed by the Company for the expense of such disposition, after giving the Company thirty (30) days' notice. Notwithstanding any term herein to the contrary, following entry of the Section 156(c) Order, the disposition of any data or media by KCC shall be in accordance with any applicable instructions from the clerk of the Bankruptcy Court, local Bankruptcy Court rules and orders of the Bankruptcy Court.

### VII. SYSTEM IMPROVEMENTS

KCC strives to provide continuous improvements in the quality of service to its clients. KCC, therefore, reserves the right to make changes in operating procedure, operating systems, programming languages, general purpose library programs, application programs, time period of accessibility, types of terminal and other equipment and the KCC data center serving the



## KCC AGREEMENT FOR SERVICES

Company, so long as any such changes do not materially interfere with ongoing services provided to the Company in connection with the Company's chapter 11 case.

### VIII. BANK ACCOUNTS

At the Company's request, KCC shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company. To the extent that certain financial products are provided to the Company pursuant to KCC's agreement with financial institutions, KCC may receive compensation from such financial institutions for the services KCC provides pursuant to such agreement.

### IX. LIMITATIONS OF LIABILITY AND INDEMNIFICATION

A. The Company shall indemnify and hold KCC, its affiliates, members, directors, officers, employees, consultants, subcontractors and agents (collectively, the "Indemnified Parties") harmless, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, judgments, liabilities and expenses (including reasonable counsel fees and expenses) (collectively, "Losses") resulting from, arising out of or related to KCC's performance under this Agreement. Such indemnification shall exclude Losses resulting from KCC's negligence, gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third-parties against any Indemnified Party. The Company shall notify KCC in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that the Company becomes aware of with respect to the services provided by KCC under this Agreement. The Company's indemnification obligations hereunder shall survive the termination of this Agreement.

B. In no event shall KCC be liable for any indirect, special or consequential damages such as loss of anticipated profits or other economic loss in connection with or arising out of the services provided for in this Agreement.

C. The Company is responsible for the accuracy of the programs, data and information it or any Company Party submits for processing to KCC and for the output of such information. KCC does not verify information provided by the Company and, with respect to the preparation of schedules and statements, all decisions are at the sole discretion and direction of the Company. The Company reviews and approves all schedules and statements filed on behalf of, or by, the Company; KCC bears no responsibility for the accuracy or contents therein. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs and data submitted by the Company to KCC.

D. The Company agrees that except as expressly set forth herein, KCC makes no representations or warranties, express or implied, including, but not limited to, any implied or express warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.





## KCC AGREEMENT FOR SERVICES

### X. FORCE MAJEURE

Whenever performance by KCC of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, strike, lock-out or other industrial or transportation disturbance, fire, lack of materials, law, regulation or ordinance, war or war condition, or by reason of any other matter beyond KCC's reasonable control, then such performance shall be excused and this Agreement shall be deemed suspended during the continuation of such prevention and for a reasonable time thereafter.

### XI. INDEPENDENT CONTRACTORS

The Company and KCC are and shall be independent contractors of each other and no agency, partnership, joint venture or employment relationship shall arise, directly or indirectly, as a result of this Agreement.

### XII. NOTICES

All notices and requests in connection with this Agreement shall be given or made upon the respective parties in writing and shall be deemed as given as of the third day following the day it is deposited in the U.S. Mail, postage pre-paid or on the day it is given if sent by facsimile or electronic mail or on the day after the day it is sent if sent by overnight courier to the appropriate address set forth below:

Kurtzman Carson Consultants LLC  
2335 Alaska Ave.  
El Segundo, CA 90245  
Attn: Drake D. Foster  
Tel: (310) 823-9000  
Fax: (310) 823-9133  
E-Mail: [dfoster@kccllc.com](mailto:dfoster@kccllc.com)

Company  
555 E. Wells Street, Suite 1900  
Milwaukee, WI 53202  
Attn: Daryl Diesing  
Tel: (414) 273-2100  
Fax: (414) 223-5000

Or to such other address as the party to receive the notice or request so designates by written notice to the other.

### XIII. APPLICABLE LAW

The validity, enforceability, and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

### XIV. ENTIRE AGREEMENT/ MODIFICATIONS

Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, other agreements, and communications oral and written between the parties relating to the subject matter of this Agreement. The Company represents that it has the authority to enter into this



## KCC AGREEMENT FOR SERVICES

Agreement, and the Agreement is non-dischargeable under any applicable statute or law. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement may be modified only by a written instrument duly executed by an authorized representative of the Company and an officer of KCC.

### XV. COUNTERPARTS; EFFECTIVENESS

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties, which delivery may be made by exchange of copies of the signature page by facsimile or electronic mail.

### XVI. ASSIGNMENT

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

### XVII. JURISDICTION

Upon the filing of a bankruptcy petition by the Company the Bankruptcy Court shall possess exclusive jurisdiction to enforce the terms of this Agreement and to decide any controversy or claim arising out of or relating to this Agreement and to decide any controversy or claim arising out of or relating to this Agreement, and any and all proceedings related to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the parties hereby consent to and submit to the jurisdiction and venue of the Bankruptcy Court.

### XVIII. ATTORNEYS' FEES

In the event that any legal action, including an action for declaratory relief, is brought to enforce the performance or interpret the provisions of this Agreement, the parties agree to reimburse the prevailing party's reasonable attorneys' fees, court costs, and all other related expenses, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

[SIGNATURE PAGE FOLLOWS]

<p><i>Debtor and Debtor in Possession:</i>  Archdiocese of Milwaukee  3501 S. Lake Dr.  Milwaukee, WI 53207  Attn: John Marek, CFO  Phone: 414-769-3334  Facsimile: 414-769-3408  Email: <a href="mailto:marekj@archmil.org">marekj@archmil.org</a></p>	<p><i>Counsel to Debtor and Debtor in Possession:</i>  Whyte Hirschboeck Dudek S.C.  555 E. Wells St., Ste. 1900  Milwaukee, Wisconsin 53202-3819  Attn: Daryl L. Diesing  Phone: 414-273-2100  Facsimile: 414-223-5000  Email: <a href="mailto:ddiesing@whdlaw.com">ddiesing@whdlaw.com</a>  <a href="mailto:barnold@whdlaw.com">barnold@whdlaw.com</a>  <a href="mailto:mgosman@whdlaw.com">mgosman@whdlaw.com</a></p>
<p><i>Office of the United States Trustee</i>  U.S. Trustee's Office  517 E. Wisconsin Ave., Room 430  Milwaukee, WI 53202  Attn: David W. Asbach  Phone: 414-297-4480  Facsimile: 414-297-4478  Email: <a href="mailto:dave.w.asbach@usdoj.gov">dave.w.asbach@usdoj.gov</a>  <a href="mailto:debra.schneider@usdoj.gov">debra.schneider@usdoj.gov</a></p>	<p><i>Special Counsel to the Debtor and Debtor in Possession:</i>  Quarles &amp; Brady LLC  411 E. Wisconsin Ave., Suite 2040  Milwaukee, WI 53202  Phone: 414-277-5000  Facsimile: 414-271-3552  Email: <a href="mailto:jar@quarles.com">jar@quarles.com</a>  <a href="mailto:dpm@quarles.com">dpm@quarles.com</a></p>
<p><i>Debtor's Notice and Claims Agent:</i>  Kurtzman Carson Consultants LLC  2335 Alaska Ave.  Los Angeles, CA 90245  Attn: Travis Vandell  Phone: 310-823-9000  Facsimile: 310-751-1559  Email: <a href="mailto:tvandell@kccllc.com">tvandell@kccllc.com</a></p>	<p><i>Counsel to Certain Creditors listed on Debtor's 20 Largest:</i>  Jeff Anderson &amp; Associates P.A.  366 Jackson St., Ste 100  St. Paul, MN 55101  Attn: Jeff Anderson  Phone : 651-227-9990  Facsimile : 651-297-6543  Email: <a href="mailto:jeff@andersonadvocates.com">jeff@andersonadvocates.com</a></p>
<p><i>Counsel to Secured Lender, Park Bank:</i>  Joseph E. Fenzel S.C.  757 N. Broadway, Ste 600  Milwaukee, WI 53202-3612  Phone : 414-224-1601  Facsimile: 414-224-1602  Email: <a href="mailto:jfenzel@fenzellaw.com">jfenzel@fenzellaw.com</a></p>	<p>Archdiocese of Milwaukee Priests Retiree Pension Plan  Attn: John Marek  3501 S. Lake Dr.  Milwaukee, WI 53207-0912  Phone: 414-769-3334  Facsimile: 414-769-3408 fax  Email: <a href="mailto:marekj@archmil.org">marekj@archmil.org</a></p>

<p>Archdiocese of Milwaukee Lay Employees Pension Plan  Attn: John Marek  3501 S. Lake Dr.  Milwaukee, WI 53207-0912  Phone: 414-769-3334  Facsimile: 414-769-3408  Email: <a href="mailto:marekj@archmil.org">marekj@archmil.org</a></p>	<p>Archdiocesan Cemeteries of Milwaukee Union Employees' Pension Plan  Attn: John Marek  3501 S. Lake Dr.  Milwaukee, WI 53207-0912  Phone: 414-769-3334  Facsimile: 414-769-3408  Email: <a href="mailto:marekj@archmil.org">marekj@archmil.org</a></p>
<p>Archdiocese of Milwaukee Priests' Pension Plan  Attn: John Marek  3501 S. Lake Dr.  Milwaukee, WI 53207-0912  Phone: 414-769-3334  Facsimile: 414-769-3408  Email: <a href="mailto:marekj@archmil.org">marekj@archmil.org</a></p>	<p>M.H.S. Inc.  Attn: Richard J. Anderson, III  742 W. Capitol Dr.  Milwaukee, WI 53206-3327  Phone: 414-264-5440  Facsimile: 414-264-0672  Email: <a href="mailto:randerson@messmerhigh.com">randerson@messmerhigh.com</a></p>
<p>Mr. Val Thomas  IRS, Central Insolvency Unit  545 Zor Shrine Pl, Stop 5301 MSN  Madison, WI 53719  Phone: 608-829-8127  Facsimile:</p>	<p>Wisconsin Department of Revenue  Special Procedures Unit  PO Box 8901  Madison, WI 53708-8901  Attn: Hiram F. Cutting  Phone: 608-266-2772  Facsimile: 608-267-1037  Email: <a href="mailto:hirma.cutting@revenue.wi.gov">hirma.cutting@revenue.wi.gov</a></p> <p>2135 Rimrock Road 5-SPU  Madison, WI 53713</p>
<p>Wisconsin Department of Justice  Office of the Attorney General  P.O. Box 7857  Madison, WI 53707-7857  Facsimile: 608-267-2779</p>	<p>Department of Workforce Development,  Division of Unemployment Insurance  PO Box 8914  Madison, WI 53708  Facsimile: 608-266-8221</p>
<p><i>Counsel to Any Official Committee(s):</i>  To be included after such committee is appointed and counsel is retained</p>	<p>Milwaukee Laborer's Local 113  Attn: Anthony Niera, Business Manager  6310 W. Appleton Ave.  Milwaukee, WI 53210  Phone: 414-873-4520  Facsimile: 414-873-5155  Email: <a href="mailto:contactus@milwlaborers113.org">contactus@milwlaborers113.org</a></p>