

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re: )
) Chapter 11
DAYTON SUPERIOR CORPORATION, )
a Delaware corporation,<sup>1</sup> ) Case No. 09-11351 (BLS)
Debtor. )
)
) Hearing Date: July 15, 2009 at 11:30 a.m.
) (Prevailing Eastern Time)
)
) Objection Deadline: June 22, 2009 at 4 p.m.
) (Prevailing Eastern Time)

APPLICATION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE
EMPLOYMENT AND RETENTION OF CONWAY, DEL GENIO, GRIES & CO., LLC
AS FINANCIAL ADVISOR, NUNC PRO TUNC TO MAY 7, 2009

The Official Committee of Unsecured Creditors (the "Committee") of the above-captioned debtor and debtor-in-possession (the "Debtor") hereby submits this application (the "Application"), pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended, the "Bankruptcy Code"), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the "Local Bankruptcy Rules"), for the entry of an order authorizing the Committee to retain and employ Conway, Del Genio, Gries & Co., LLC ("CDG"), nunc pro tunc to May 7, 2009, pursuant to the terms of that certain engagement letter, dated as of May 11, 2009, a copy of which is attached hereto as Exhibit A (the "Engagement Letter"), as financial advisor to the Committee in connection with the above-captioned Chapter 11 case (the "Chapter 11 Case"). In

<sup>1</sup> The last four digits of the Debtor's federal tax identification number are: EIN: XX-XXX6346. The Debtor's mailing address is 7777 Washington Village Dr., Suite 130, Dayton, Ohio 45459.



support of its Application, the Committee relies upon the Affidavit of Michael Gries (the "Gries Affidavit"), attached hereto as Exhibit B and incorporated herein by reference, and respectfully represents as follows:

### **JURISDICTION AND VENUE**

1. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2). The statutory predicates for the relief requested herein are sections 328 and 1103(a) of the Bankruptcy Code, Bankruptcy Rules 2014(a) and 2016, and Local Bankruptcy Rule 2014-1.

### **BACKGROUND**

2. On April 19, 2009 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code with this Court. The Debtor continues to operate its businesses and manage its properties as a debtor-in-possession pursuant to sections 1107 and 1108 of the Bankruptcy Code. As of the date hereof, neither a trustee nor an examiner has been appointed in the Chapter 11 Case.

3. On April 30, 2009 (the "Committee Formation Date"), the United States Trustee for the District of Delaware (the "U.S. Trustee"), pursuant to section 1102 of the Bankruptcy Code, appointed the Committee. The U.S. Trustee appointed the following entities as members of the Committee: (i) OCM Principal Opportunities Fund IV, L.P.; (ii) Whippoorwill Distressed Opportunity Fund, L.P.; (iii) The Bank of New York Mellon, as trustee for the 13% Senior Subordinated Notes due 2009 issued by the Debtor; (iv) U.S. Bank National Association, as trustee for the 10% Convertible Subordinated Debentures due 2029 issued by the Debtor; (v)

Ulma Form Works Inc.; (vi) Alsina Forms Co. Inc.; and (vii) Keystone Steel & Wire Co.<sup>2</sup> (each a “Member” and, collectively, the “Members”). On April 30, 2009, the U.S. Trustee filed the Notice of Appointment of Official Committee of Unsecured Creditors [D.I. 97].

4. At a meeting of the Committee on April 30, 2009, the Committee duly voted to appoint OCM Principal Opportunities Fund IV, L.P. as its chair and Ulma Form Works Inc. as its vice chair, and to select Stroock as lead counsel to the Committee and Morris, Nichols, Arsht & Tunnell LLP (“Morris Nichols”) as Delaware co-counsel to the Committee in connection with the Chapter 11 Case.

5. On May 7, 2009, the Committee duly voted to retain CDG as its financial advisor in connection with the Chapter 11 Case.

6. On May 21, 2009, this Court entered the *Order Establishing Procedures for Interim Compensation and Reimbursement of Expenses for Professionals and Official Committee Members* (the “Compensation Procedures Order”) [D.I. 223].

### **RELIEF REQUESTED**

7. By this Application, the Committee seeks to employ CDG as its financial advisor, *nunc pro tunc* to May 7, 2009, pursuant to the terms of the Engagement Letter. The Committee respectfully requests entry of an order pursuant to sections 328 and 1103(a) of the Bankruptcy Code approving the Engagement Letter, authorizing the payments contemplated thereunder, and authorizing CDG to perform those financial advisory services that will be necessary during this Chapter 11 Case on behalf of, and for the benefit of, the Committee as more fully described below.

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<sup>2</sup> On May 20, 2009, Keystone Steel & Wire Co. resigned as a member of the Committee.

## RETENTION OF CDG

### A. Introduction

8. The Committee submits the Application because of its need to retain a financial advisor to help guide it through the Debtor's reorganization efforts and to assist it in the tasks associated with negotiating and implementing the Debtor's plan of reorganization. The Committee determined that CDG's broad experience and role as financial advisor to the Committee would best serve the interests of the Committee, its counsel and, by extension, the Debtor's unsecured creditors.

9. The Committee believes that CDG is well qualified and uniquely able to provide financial advisory services to it in this case in an efficient manner. The Committee submits that the services of CDG will complement, and not duplicate, the services of other of the Committee's professionals, agents or advisors. Moreover, as demonstrated in the Gries Affidavit, CDG professionals have assisted and advised debtors, creditors, creditors' committees, bondholders, investors, and others in numerous bankruptcy cases such as *Adelphia Communications Corp.*, *Dana Credit Corp.*, *Parmalat Bakery Group*, *The Sharper Image*, *Wheeling-Pittsburgh Steel Corp.*, *W.R. Grace*, *SpectraSite Communications, Inc.*, *OCA, Inc.*, *Calpine Corporation*, *Orius Corp.*, *Weiner's Stores, Inc.*, *Sydran Services, LLC*, *Blumenthal Print Works, Inc.*, *Linens 'n Things*, *Caraustar Industries, Inc.*, *Allied Holdings, Inc.*, *Color Tile, Inc.*, *American Homestar Corp.*, *Converse, Inc.*, *GEO Specialty Chemicals*, *Hampton Industries, Inc.*, *Malden Mills, Inc.*, *Cone Mills Corp.*, *Centennial Healthcare Corp.*, *Corvest Promotional Products, Inc.*, *MicroAge, Inc.*, and *Steve and Barry's*, among others.

10. Pursuant to the Engagement Letter, it is expected that CDG will provide the following services to the Committee:

- (i) Evaluate the liquidity position of the Company, including:
  - a. Cash conservation strategies
  - b. Cost reduction efforts
  - c. Rationalization of other required payments through analysis of rolling 13-week cash forecasting
  
- (ii) Analyze the Company's near-term capital obligations, including:
  - a. Debt service requirements
  - b. Capital expenditures
  - c. Working capital requirements
  
- (iii) Review the Company's long-term business plan, including:
  - a. Analyze the Company's current business plan and financial projections in light of the recent economic and competitive environment
  - b. Identify potential alternative business strategies
  - c. Analyze and monitor potential asset divestitures
  - d. Assess the inter-relationship of various business segments
  
- (iv) Restructuring analysis, including:
  - a. Analyze any debtor-in-possession financing or exit facility arrangements
  - b. Comprehensive valuation analysis
  - c. Debt capacity analysis
  - d. Assist and advise the Committee in connection with the negotiation and formulation of a plan of reorganization
  - e. Design and valuation of securities
  
- (v) Other advisory services:
  - a. Advise and assist the Committee in its analysis and monitoring of the Company's Chapter 11 case
  - b. Render expert testimony, as necessary and appropriate
  - c. Disseminate relevant financial information
  - d. Assist in monitoring the financial condition of the Company and reporting the Company's financial performance
  - e. Assist in evaluating new financial proposals
  - f. Participate in meetings and discussions with the Committee
  - g. Performing such other services and analyses relating to an evaluation of the businesses of the Company as are or become consistent with the foregoing items and the Committee's role and duties, as may be requested from time to time

11. The Committee believes that CDG's employment is in the best interests of the Debtor and its estate and creditors. Because of CDG's extensive experience in business reorganizations and mergers and acquisitions as well as its familiarity with the Debtor's business operations, the Committee believes that CDG is exceptionally well qualified to serve as its financial advisors in this Chapter 11 Case.

12. The Committee hereby requests that the Court approve CDG's retention *nunc pro tunc* to May 7, 2009. The Committee was unable to prepare and file a retention application prior to the date of this document due to (a) the amount of time necessary for CDG to process the volume of names required to be examined from a conflict of interest perspective, (b) the time necessary for the Committee to negotiate the terms of CDG's engagement, and (c) the need for CDG to provide immediate and necessary services to the Committee, which services include reviewing the Debtor's financial and operating information and analyzing various immediate issues confronting the Debtor and creditors in connection with the Debtor's restructuring, such as the Debtor's proposed financing arrangements and other "first day" motions. Accordingly, the Committee respectfully submits that the Committee's retention of CDG *nunc pro tunc* to May 7, 2009 is appropriate and in the best interests of the Committee and the Debtor's creditors.

**B. The Terms of CDG's Engagement**

13. As described more fully in the Engagement Letter, CDG will be entitled to receive, as compensation for its services, a monthly fee of \$150,000. In addition, the Engagement Letter provides for the payment to CDG of a bonus or market-based incentive fee as may be agreed to by the Committee, subject to approval by this Court.

14. In addition, CDG will be entitled to seek reimbursement for reasonable and actual out of pocket expenses, including, but not limited to, travel costs, lodging, meals, research,

telephone and facsimile, costs of reproduction, typing, computer usage, legal counsel and other direct expenses incurred in connection with CDG providing professional services to the Committee, as described in the Engagement Letter.

15. Subject to Court approval and pursuant to terms of the Engagement Letter, in connection with CDG's engagement to provide financial advisory services to the Committee, the Debtor shall indemnify and hold harmless CDG and its affiliates against any and all losses, claims, damages, liabilities, penalties, judgments, awards, costs, fees, expenses and disbursements including, without limitation, defending any action, suit, proceedings or investigation, to the extent and in the manner provided in Schedule I to the Engagement Letter.

16. As described more fully in the Gries Affidavit in support of the Application, the terms of the Engagement Letter are similar to the terms, both financial and otherwise, agreed to by CDG and other financial advisory firms, both inside and outside of bankruptcy.

17. The terms of the Engagement Letter were negotiated between the Committee and CDG, and reflect the extensive work to be performed by CDG in this Chapter 11 Case and the firm's financial advisory expertise.

18. In accordance with sections 328, 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules and the orders of this Court, CDG intends to apply to the Court, pursuant to the Compensation Procedures Order, for the payment of compensation for services rendered and reimbursement of actual and necessary expenses incurred in connection with professional services rendered on behalf of the Committee.

**C. The Application Should be Approved Pursuant to Section 328(a) of the Bankruptcy Code**

19. The Committee seeks to retain CDG pursuant to section 328(a) of the Bankruptcy Code. Section 328(a) provides, in part, that a committee, “with the court’s approval, may employ or authorize the employment of a professional person under section...1103...on any reasonable terms and conditions of employment, including a retainer....” 11 U.S.C. § 328(a). Section 328 reflects a significant departure from prior bankruptcy practice relating to the compensation of professionals, as it permits the compensation of professionals, including investment bankers and financial advisors, on more flexible terms that reflect the nature of their services and market conditions. As the Court of Appeals for the Fifth Circuit recognized in Donaldson Lufkin & Jenrette Sec. Corp. v. Nat’l Gypsum Co. (In re Nat’l Gypsum Co.), 123 F.3d 861 (5th Cir. 1997) (citations omitted):

Prior to 1978, the most able professionals were often unwilling to work for bankruptcy estates where their compensation would be subject to the uncertainties of what a judge thought the work was worth after it had been done. That uncertainty continues under the present § 330 of the Bankruptcy Code, which provides that the court award to professional consultants reasonable compensation based on relevant factors of time and comparable costs, etc. Under present § 328 the professional may avoid that uncertainty by obtaining court approval of compensation agreed to with the trustee (or debtor or committee).

Id. at 862.

**D. CDG is a Disinterested Party**

20. To the best of the Committee’s knowledge, information, and belief, and based upon the Gries Affidavit, CDG is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code. CDG’s compliance with the requirements of section 504 of the



Bankruptcy Code and Bankruptcy Rules 2014, 2016 and 5002 is set forth in greater detail in the Gries Affidavit.

21. To the best of the Committee's knowledge, information, and belief, and as described in the Gries Affidavit, CDG does not represent any of the Debtor's creditors or other parties to this Chapter 11 Case, or their respective attorneys or accountants, in any matter that is adverse to the interests of the estates with respect to the Debtor, the Chapter 11 Case or any matter that would impair CDG's ability to perform professional services for the Committee in an objective manner.

22. More specifically, as set forth in the Gries Affidavit, CDG, its members and employees:

- (i) are not creditors, equity security holders or insiders of the Debtor;
- (ii) are not and were not, within 2 years before the Petition Date, directors, officers, or employees of the Debtor; and
- (iii) do not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor for any other reason.

23. Based on the Gries Affidavit, CDG has determined that none of its members or employees has any connection with the Debtor, its professional advisors, its creditors, members of the Committee or Office of the United States Trustee or any employee thereof, except as described on the list attached as Exhibit B-3 to the Gries Affidavit. However, none of these engagements are related to the Debtor or the Chapter 11 Case.

24. To the extent CDG discovers any additional facts bearing upon matters described herein or its engagement by the Committee during the period of its employment, CDG will supplement the information contained in the Application and the Gries Affidavit.

25. CDG has not been retained to assist any entity or person other than the Committee on matters relating to, or in connection with, the Debtor's Chapter 11 Case. If this Court approves the proposed employment of CDG by the Committee, CDG will not accept any engagement or perform any service for any entity or person other than the Committee in the Chapter 11 Case. CDG will, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtor or parties in interest in the Chapter 11 Case; provided, however, that such services do not relate to, or have any connection with, the Chapter 11 Case.

**NOTICE**

26. No trustee or examiner has been appointed in this Chapter 11 Case. The Committee has provided notice of this Application to: (a) the Office of the United States Trustee, (b) counsel to the Debtor, (c) counsel to the administrative agents for the lenders under the debtor-in-possession financing facilities, (d) counsel to the administrative agent for the lenders under the Term Loan Facility, (e) counsel to the administrative agent for the lenders under the Revolving Facility, (f) the indenture trustee for the Senior Subordinated Notes, (g) counsel to the indenture trustee for the Senior Subordinated Notes, (h) Odyssey Investment Partners, (i) counsel to the ad hoc committee of bondholders, (j) Imperial Capital, LLC, and (k) all parties entitled to notice pursuant to Bankruptcy Rule 2002. In light of the nature of the relief requested, the Debtor submits that no further notice is required or needed under the circumstances. No prior application for the relief requested herein has been presented to this or any other court.

*[Remainder of Page Intentionally Left Blank]*

**WHEREFORE**, the Committee requests that this Court enter the Order in the form annexed hereto as Exhibit C (i) authorizing the Committee to employ and retain CDG as financial advisor in connection with this Chapter 11 Case, *nunc pro tunc* to May 7, 2009, (ii) authorizing the payment and reimbursement of CDG's fees and disbursements, subject to interim and final allowance thereof in accordance with sections 330 and 331 of the Bankruptcy Code or as otherwise ordered by the Court, and (iii) providing the Committee such other and further relief as the Court may deem just and proper.

Dated: May 29, 2009  
Los Angeles, California

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS OF DAYTON SUPERIOR  
CORPORATION

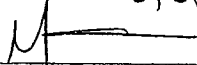
OCM Principal Opportunities Fund IV, L.P., as  
Chairman of Official Committee of Unsecured  
Creditors

By: OCM Principal Opportunities Fund IV GP,  
L.P.  
Its: General Partner

By: OCM Principal Opportunities Fund IV GP  
Ltd.  
Its: General Partner

By: Oaktree Capital Management, L.P.  
Its: Director

  
Name: **Michael R. Harmon**  
Title: **Managing Director**

  
Name: **Matthew C. Wilson**  
Title: **Senior Vice President**

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

In re:	)	Chapter 11
	)	
DAYTON SUPERIOR CORPORATION,	)	Case No. 09-11351 (BLS)
a Delaware corporation, <sup>1</sup>	)	
Debtor.	)	
	)	Hearing Date: July 15, 2009 at 11:30 a.m. (Prevailing Eastern Time)
	)	
	)	Objection Deadline: June 22, 2009 at 4 p.m. (Prevailing Eastern Time)

**NOTICE OF APPLICATION OF THE OFFICIAL COMMITTEE OF  
UNSECURED CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING THE  
EMPLOYMENT AND RETENTION OF CONWAY, DEL GENIO, GRIES & CO., LLC  
AS FINANCIAL ADVISOR, NUNC PRO TUNC TO MAY 7, 2009**

**TO ALL PARTIES ON THE ATTACHED SERVICE LIST:**

PLEASE TAKE NOTICE that the Official Committee of Unsecured Creditors (the "Official Committee") of the above-captioned debtor and debtor-in-possession (the "Debtor") has today filed and served the attached **Application of the Official Committee of Unsecured Creditors for Entry of an Order Authorizing the Employment and Retention of Conway, Del Genio, Gries & Co., LLC As Financial Advisor, *Nunc Pro Tunc To May 7, 2009*** (the "Application").

PLEASE TAKE FURTHER NOTICE that any party wishing to oppose the entry of an order approving the Application must file a response or an objection to the Application ("Objection") with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801 on or before June 22, 2009 at 4 p.m. (Prevailing Eastern Time) (the "Objection Deadline"). At the same time, you must serve such Objection upon the undersigned counsel so as to be received by the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING ON THE APPLICATION WILL BE HELD ON JULY 15, 2009 AT 11:30 A.M. (PREVAILING EASTERN TIME) BEFORE THE HONORABLE BRENDAN L. SHANNON AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6TH FLOOR, COURTROOM #1, WILMINGTON, DELAWARE 19801. ONLY PARTIES WHO HAVE FILED A TIMELY OBJECTION WILL BE HEARD AT THE HEARING.

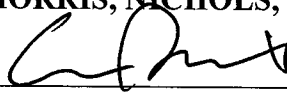
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<sup>1</sup> The last four digits of the Debtor's federal tax identification number are: EIN: XX-XXX6346. The Debtor's mailing address is 7777 Washington Village Dr., Suite 130, Dayton, Ohio 45459.

IF YOU FAIL TO RESPOND IN ACCORDANCE WITH THIS NOTICE, THE COURT MAY GRANT THE RELIEF REQUESTED BY THE MOTION WITHOUT FURTHER NOTICE OR HEARING.

Dated: June 2, 2009  
Wilmington, Delaware

**MORRIS, NICHOLS, ARSHT & TUNNELL LLP**



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Robert J. Dehney (No. 3578)  
Gregory W. Werkheiser (No. 3553)  
Andrew R. Remming (No. 5120)  
1201 N. Market Street, 18th Floor  
P.O. Box. 1347  
Wilmington, DE 19899-1347  
Telephone: (302) 658-9200  
Fax: (302) 658-3989

and

**STROOCK & STROOCK & LAVAN LLP**

Kristopher Hansen, Esq.  
Kenneth Pasquale, Esq.  
Erez Gilad, Esq.  
Abigail Beal, Esq.  
Stroock & Stroock & Lavan LLP  
180 Maiden Lane  
New York, NY 10038  
Telephone: (212) 806-5400  
Fax: (212) 806-6006

*Proposed Co-Counsel for the Official Committee of  
Unsecured Creditors*

**Exhibit A**

**CDG Engagement Letter**



Conway  
Del Genio  
Gries & Co., LLC

Olympic Tower | 645 Fifth Avenue | New York, NY 10022 | Tel: 212 813 1300 | Fax: 212 813 0580 | www.edgco.com

May 11, 2009

Committee of Unsecured Creditors of Dayton Superior Corporation

Dear Committee Members:

This letter agreement (this "Agreement") confirms the engagement of Conway, Del Genio, Gries & Co., LLC ("CDG") by the Official Committee of Unsecured Creditors (the "Committee") of Dayton Superior Corporation (the "Company") to perform the services described herein in connection with the Company's Chapter 11 case pending before the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court"). All references in this letter to this Agreement shall include Schedule I hereto. CDG's engagement is subject to Bankruptcy Court Approval, and this Agreement shall not be effective unless and until Bankruptcy Court approval is obtained.

A. Scope of Engagement

CDG's will perform the following financial advisory services:

- Evaluate the Company's liquidity position, including
  - Cash conservation strategies;
  - Cost reduction efforts; and
  - Rationalization of other required payments through analysis of rolling 13-week cash forecasting;
- Analyze the Company's near-term capital obligations, including
  - Debt service requirements;
  - Capital expenditures; and
  - Working capital requirements;
- Review the Company's long-term business plan, including;
  - Analyze the Company's current business plan and financial projections in light of the recent economic and competitive environment;
  - Identify potential alternative business strategies;
  - Analyze and monitor potential asset divestitures; and
  - Assess the inter-relationship of various business segments;

- Restructuring analysis, including:
  - Analyze any debtor-in-possession financing or exit facility arrangements;
  - Comprehensive valuation analysis;
  - Debt capacity analysis;
  - Assist and advise the Committee in connection with the negotiation and formulation of a plan of reorganization; and
  - Design and valuation of securities; and
  
- Other advisory services:
  - Advise and assist the Committee in its analysis and monitoring of the Company's Chapter 11 case;
  - Render expert testimony, as necessary and appropriate;
  - Disseminate relevant financial information;
  - Assist in monitoring the financial condition of the Company and reporting the Company's financial performance;
  - Assist in evaluating new financial proposals;
  - Participate in meetings and discussions with the Committee; and
  - Performing such other services and analyses relating to an evaluation of the businesses of the Company as are or become consistent with the foregoing items as the parties hereto mutually agree and consistent with the Committee's role and duties, as may be requested from time to time

#### B. Fees & Expenses

For CDG's financial advisory services provided pursuant to this Agreement, it is agreed that the Company shall pay a monthly fee of \$150,000 (the "Monthly Fee"), which shall be due and payable by the Company, beginning on the date hereof and thereafter in advance on each monthly anniversary thereof during the Term (as defined below) of this Agreement. In addition, CDG shall also be entitled to seek a bonus or market based incentive fee as may be agreed to by the Committee, subject to Bankruptcy Court approval.

In addition to the foregoing, CDG will bill monthly in arrears for the reimbursement of all of its reasonable out-of-pocket expenses (including but not limited to travel costs, lodging, meals, research, telephone and facsimile, courier, overnight mail and copy expenses), incurred in connection with CDG's obligations under this Agreement, including the fees and disbursements of CDG's attorneys, plus any sales, use or similar taxes (including additions to such taxes, if any) arising in connection with any matter referred to in this Agreement. CDG will submit to the Company monthly invoices for all services rendered and expenses incurred hereunder.

CDG will submit to the Bankruptcy Court monthly fee applications for all services rendered and expenses incurred during the prior month, as well as interim and final fee applications. It is our understanding that the Company shall pay CDG's fees and expenses in accordance with the terms hereof, subject to the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and



any additional procedures that may be established by order of the Bankruptcy Court. CDG acknowledges that its fees and expenses shall be subject to the jurisdiction and approval of the Bankruptcy Court under section 328 of the U.S. Bankruptcy Code.

In the event CDG is required by government regulation, subpoena, Bankruptcy Court order or other legal process to produce CDG's documents or CDG's members, employees, agents or representatives as witnesses with respect to CDG's services for the Company, the Company will reimburse CDG for its professional time and expenses, as well as the fees and expenses of CDG's counsel, incurred in responding to such requests.

C. Term

The term of CDG's engagement as financial advisor to the Committee (the "Term") shall commence on the date hereof and continue until terminated by either party in accordance with the provisions of Section E hereof.

D. Staffing

CDG's services will be led by Robert Del Genio and Michael Grics. In addition, CDG's performance of this Agreement will be staffed by such other personnel possessing the requisite skills and experience necessary to achieve the objectives set forth above in an expeditious and effective manner.

E. Termination

Either party may terminate this Agreement on ten (10) days' written notice; provided, however, that (a) termination in accordance with this Section E shall not affect the Company's continuing obligation to indemnify and to otherwise limit the liability of the Indemnified Parties (as defined herein) as provided for in this Agreement; and (b) CDG shall be entitled to the fees earned and expenses incurred, as calculated in accordance with Section B, through the date of expiration of the Term.

F. Miscellaneous

The Committee recognizes and confirms that CDG, in acting pursuant to this engagement, will be using information in reports and other information provided by others, including, without limitation, information provided by or on behalf of the Company, and that CDG does not assume responsibility for and may rely, without independent verification, on the accuracy and completeness of any such reports and information. The foregoing shall remain operative and in full force and effect regardless of any investigation made by or on behalf of any Indemnified Party (as defined elsewhere in this Agreement).

CDG will maintain in strict confidence, except as required by applicable law, all financial and business information and documents provided to CDG, as well as work product developed by CDG after interaction with the Committee and the Company, pursuant to the services provided hereunder. Any such information will not be disclosed, distributed,

published or released to any third party (for the avoidance of doubt, the Company shall not be considered a third party for the purposes of this paragraph) except with the express written permission of the duly authorized representative of the Committee, and will not be used by CDG for any purpose other than the performance by it of this engagement.

The Committee agrees that any information or advice (written or oral) rendered by CDG, its affiliates or any of its representatives in connection with this engagement is for the confidential use of the Committee and the members of the Committee will not and will not permit any third party to disclose or otherwise refer to such advice or information in any manner without CDG's prior written consent.

The Company agrees to provide indemnification to and to limit liability of CDG and certain other persons in connection with CDG's engagement hereunder in accordance with and subject to Schedule I, which is attached hereto and made a part hereof.

Any controversy or claim arising out of or relating to this Agreement or the services provided by CDG pursuant hereto (including any such matter involving any parent, subsidiary, affiliate, successor in interest, or agent of the Company or of CDG) shall be presented to the Bankruptcy Court.

The parties hereto acknowledges that CDG has been retained solely as an advisor to the Committee, and not as an advisor to or an agent of any other person, and that the Committee's engagement of CDG is not intended to confer rights upon any persons not a party hereto (including shareholders, employees or creditors of the Committee) as against CDG, CDG's affiliates or their respective directors, officers, agents and employees. It is further understood and agreed that CDG will act under this Agreement as an independent contractor with duties solely to the Committee as and to the extent set forth herein. The obligations of CDG are solely entity obligations, and no officer, director, employee, agent, member, or controlling person shall be subjected to any personal liability whatsoever to any person, nor will any such claim be asserted by or on behalf of any other party to this Agreement.

If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable, in whole or part, the remaining terms, provisions, covenants and restrictions contained in this Agreement shall remain in effect.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without reference to principles of conflicts of law other than Section 5-1401 of the New York General Obligations Law.

This Agreement shall constitute the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings and communications of the parties, oral or written, respecting such subject matter.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

This Agreement is important to us and we appreciate the opportunity to serve you. If you are in agreement with the terms set forth herein, please confirm that the foregoing is in accordance with your understanding of our agreement by signing and returning this letter

Very truly yours,

Conway, Del Genio, Gries & Co., LLC

By M F Gries

Consented and Agreed to:

Committee of Unsecured Creditors of Dayton Superior Corporation

By [Signature]

## SCHEDULE I

### INDEMNIFICATION

This Schedule I are a part of and incorporated into that certain letter agreement (together, the "Agreement"), dated May 11, 2009 between CDG and Committee of Unsecured Creditors of Dayton Superior Corporation. . All capitalized terms used but not defined herein shall have the same meaning as set forth in the Agreement.

The Company agrees to indemnify and hold harmless each of CDG and its affiliates, consultants, and independent contractors and each of their respective members, officers, directors, employees, agents, controlling parties and representatives (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all Losses caused by, relating to, based upon or arising out of (directly or indirectly):

- i. this Agreement;
- ii. the Indemnified Parties' acceptance of or the performance or non-performance of the services that are the subject of this Agreement and related activities prior to the date of this Agreement;
- iii. any document or information, whether oral or written, provided to CDG by the Company or any of its representatives; and
- iv. the breach of any representations, warranties or covenants by the Company given pursuant hereto or in connection herewith (items (i) through (vii) are collectively referred to herein as the "Indemnified Events").

As used herein, the term "Losses" shall mean any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including, but not limited to, reasonable attorney's fees, disbursements and court costs, and costs of investigation and preparation as and when incurred in investigating, preparing, pursuing or defending any action or claim (whether or not in connection with (x) pending or threatened litigation in which any Indemnified Party is a party, or may reasonably be expected to be made a party, or (y) enforcing this Agreement) and whether or not joint or several. The Company agrees that it will not, without the prior written consent of an Indemnified Party, settle, compromise, discharge or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding based upon or in any way related to or arising out of any Indemnified Event and to which an Indemnified Party is or may reasonably be expected to be made a party unless (i) the Company has obtained a written agreement, approved by the relevant Indemnified Party (which approval shall not be unreasonably withheld or delayed) and executed by each party to such proposed settlement, compromise or discharge, or (ii) such settlement includes a provision unconditionally releasing such Indemnified Party and holding such Indemnified Party harmless against all liability in respect of claims by any releasing party relating to or arising out of the Indemnified Event. The Company will be liable for any settlement entered into by an Indemnified

Party of any claim against such Indemnified Party made with the Company's prior written consent, which consent shall not be unreasonably withheld or delayed.

If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company will on demand, advance or pay promptly, on behalf of each Indemnified Party, all Losses that are asserted in good faith by the Indemnified Party to be subject to indemnification hereunder. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party or is threatened to be made a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for any such Indemnified Party provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense, and the Company agrees to cause its counsel to cooperate with such counsel to the Indemnified Party.

In the event the foregoing indemnity is unavailable to an Indemnified Party for any reason, the Company agrees to contribute to any Losses related to or arising out of any Indemnified Event. Each of the Company, on the one hand, and the Indemnified Parties, on the other, shall contribute in such proportion as is appropriate to reflect the relative benefits received (or anticipated to be received) from the actual or proposed transaction giving rise to this Agreement; provided, however, in no event regardless of the legal theory advanced or the allegations made in connection therewith shall the Indemnified Parties' aggregate contribution to the amount paid or payable to all parties exceed the aggregate fees actually received by such Indemnified Party under this Agreement. For any other Losses, or for Losses referred to in the preceding sentence if the allocation provided for therein is unavailable for any reason, the Company and CDG shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of each of the Company and the Indemnified Parties in connection with the statements, omissions or other conduct which resulted in such Losses, as well as any other relevant equitable considerations. Benefits received (or anticipated to be received) by the Company shall be deemed to be equal to the aggregate cash consideration and value of securities or any other property payable, exchangeable or transferable in such transaction or proposed transaction, and benefits received by the

Indemnified Parties shall be deemed to be equal to the compensation payable by the Company to the Indemnified Parties in connection with such engagement. Relative fault shall be determined by reference to, among other things, whether any alleged untrue statement or omission or any other alleged conduct relates to information provided by the Company or other conduct by the Company (or its employees or other agents) on the one hand or by the Indemnified Parties on the other hand. The Company and CDG agree that it would not be just and equitable if contribution were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above.

The Company will not be liable under the foregoing indemnification provision to any Indemnified Party to the extent that any Loss is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) on the merits to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct.

The Company agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its owners, parents, creditors or security holders for or in connection with the engagement of CDG, except to the extent of any such liability for Losses that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) on the merits to have resulted primarily and directly from such Indemnified Party's gross negligence or willful misconduct. Notwithstanding anything contained herein to the contrary, in no event regardless of the legal theory advanced or the allegations made in connection therewith shall payments made by an Indemnified Party exceed the aggregate fees actually received by such Indemnified Party under this Agreement.

Notwithstanding anything contained in this Schedule I or the Agreement to the contrary:

(a) Subject to the provisions of subparagraph (c), infra, the Company is authorized to indemnify, and to provide contribution and reimbursement to, and shall indemnify, and provide contribution and reimbursement to, CDG, in accordance with the Agreement for any claim arising from, related to, or in connection with the services provided for in the Agreement, but not for any claim arising from, related to, or in connection with CDG's postpetition performance of any other services unless such postpetition services and indemnification therefore are approved by the Bankruptcy Court;

(b) notwithstanding any provisions of the Agreement or this Schedule I to the contrary, the Company shall have no obligation to indemnify CDG or provide contribution or reimbursement to CDG (i) for any claim or expense that is judicially determined (the determination having become final) to have resulted from CDG's gross negligence, willful misconduct, bad faith or self-dealing or (ii) for a contractual dispute in which the Company alleges the breach of CDG's contractual obligations unless the Bankruptcy Court determines that indemnification, contribution or reimbursement would be permissible pursuant to In re United Artists Theatre Company, et. al., 315 F.3d 217 (3d Cir. 2003), or (iii)

for any claim or expense that is settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Bankruptcy Court, after notice and a hearing pursuant to subparagraph (c), infra, to be a claim or expense for which CDG should not receive indemnity, contribution or reimbursement under the terms of the Agreement;

(c) if, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the Company's Chapter 11 case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Company's Chapter 11 case, CDG believes that it is entitled to the payment of any amounts by the Company on account of the Company's indemnification, contribution and/or reimbursement obligations under the Agreement, including without limitation the advancement of defense costs, CDG must file an application before the Bankruptcy Court, and the Company shall not pay any such amounts to CDG before the entry of an order by the Bankruptcy Court approving the payment. This paragraph (c) is intended only to specify the period of time under which the Bankruptcy Court shall have jurisdiction over any request for compensation and expenses by CDG for indemnification, contribution or reimbursement and is not a provision limiting the duration of the Company's obligation to indemnify CDG.

The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under any applicable law or otherwise.

**Exhibit B**

**Gries Affidavit**



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

In re:	)	Chapter 11
DAYTON SUPERIOR CORPORATION,	)	Case No. 09-11351 (BLS)
a Delaware corporation, <sup>1</sup>	)	
Debtor.	)	
	)	

**AFFIDAVIT OF MICHAEL GRIES IN SUPPORT OF APPLICATION  
OF THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS FOR ENTRY OF AN ORDER AUTHORIZING EMPLOYMENT  
AND RETENTION OF CONWAY, DEL GENIO, GRIES & CO., LLC  
AS FINANCIAL ADVISOR, NUNC PRO TUNC TO MAY 7, 2009**

STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

Pursuant to Rule 2014(a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”), Michael Gries, being duly sworn, deposes and says:

1. I am a principal of the firm of Conway, Del Genio, Gries & Co., LLC (“CDG”), a professional services firm with offices located at 645 Fifth Avenue, New York, New York 10022. I am duly authorized to make this Affidavit on behalf of CDG. Unless otherwise stated in this Affidavit (the “Affidavit”), I have personal knowledge of the facts set forth herein and, if called as a witness, I could and would testify thereto.

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are: EIN: XX-XXX6346. The Debtor’s mailing address is 7777 Washington Village Dr., Suite 130, Dayton, Ohio 45459.

2. I submit this Affidavit in support of the application (“Application”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “Committee”) of the above-captioned debtor and debtor in possession (the “Debtor”) seeking entry of an order authorizing the Committee to employ and retain CDG as financial advisor to the Committee, *nunc pro tunc* to May 7, 2009 under sections 328(a) and 1103(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 *et seq.* (as amended and supplemented, the “Bankruptcy Code”), Bankruptcy Rules 2014 and 2016 and Local Bankruptcy Rule 2014-1.

3. CDG is well-suited to act as financial advisors to the Committee in this Chapter 11 Case. CDG has acted as financial advisor in multinational restructurings across a wide array of industries. CDG has experience in restructuring, solvency and valuation matters and has provided analyses of all alternatives available, and provided a focus on viable solutions that maximize value for restructuring companies and creditors. CDG’s services includes forensic analysis, plan development, implementation and advice on sale/merger transactions. Moreover, CDG professionals have assisted and advised debtors, creditors, creditors’ committees, bondholders, investors and others in numerous bankruptcy cases, including *Adelphia Communications Corp.*, *Dana Credit Corp.*, *Parmalat Bakery Group*, *The Sharper Image*, *Wheeling-Pittsburgh Steel Corp.*, *W.R. Grace*, *SpectraSite Communications, Inc.*, *OCA, Inc.*, *Calpine Corporation*, *Orius Corp.*, *Weiner’s Stores, Inc.*, *Sydran Services, LLC*, *Blumenthal Print Works, Inc.*, *Linens ‘n Things*, *Caraustar Industries, Inc.*, *Allied Holdings, Inc.*, *Color Tile, Inc.*, *American Homestar Corp.*, *Converse, Inc.*, *GEO Specialty Chemicals*, *Hampton Industries*,

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

*Inc., Malden Mills, Inc., Cone Mills Corp., Centennial Healthcare Corp., Corvest Promotional Products, Inc., MicroAge, Inc., and Steve and Barry's, among others.*

4. On May 7, 2009, the Committee formally engaged CDG to perform financial and restructuring consulting services in connection with the Chapter 11 Case. Since its retention by the Committee, CDG has become familiar with the Debtor's business and financial affairs and is therefore particularly qualified to serve as the Committee's financial advisor in the Chapter 11 Case. CDG has agreed to provide financial advisory services to the Committee pursuant to the engagement letter between the Committee and CDG dated as of May 11, 2009 (the "Engagement Letter"), a copy of which attached as Exhibit A to the Application. The services that CDG will render to the Committee in this Chapter 11 Case shall include the following:

- (i) Evaluate the liquidity position of the Company, including:
  - a. Cash conservation strategies
  - b. Cost reduction efforts
  - c. Rationalization of other required payments through analysis of rolling 13-week cash forecasting
- (ii) Analyze the Company's near-term capital obligations, including:
  - a. Debt service requirements
  - b. Capital expenditures
  - c. Working capital requirements
- (iii) Review the Company's long-term business plan, including:
  - a. Analyze the Company's current business plan and financial projections in light of the recent economic and competitive environment
  - b. Identify potential alternative business strategies
  - c. Analyze and monitor potential asset divestitures
  - d. Assess the inter-relationship of various business segments
- (iv) Restructuring analysis, including:
  - a. Analyze any debtor-in-possession financing or exit facility arrangements
  - b. Comprehensive valuation analysis
  - c. Debt capacity analysis

- d. Assist and advise the Committee in connection with the negotiation and formulation of a plan of reorganization
  - e. Design and valuation of securities
- (v) Other advisory services:
- a. Advise and assist the Committee in its analysis and monitoring of the Company's Chapter 11 case
  - b. Render expert testimony, as necessary and appropriate
  - c. Disseminate relevant financial information
  - d. Assist in monitoring the financial condition of the Company and reporting the Company's financial performance
  - e. Assist in evaluating new financial proposals
  - f. Participate in meetings and discussions with the Committee
  - g. Performing such other services and analyses relating to an evaluation of the businesses of the Company as are or become consistent with the foregoing items and the Committee's role and duties, as may be requested from time to time

5. The terms and conditions of the Engagement Letter were negotiated between the Committee and CDG, and reflect the parties' mutual agreement as to the substantial efforts that will be required in this engagement.

6. As is customary in similar engagements, CDG will be entitled to receive, as compensation for its services, a monthly fee of \$150,000. In addition, the Engagement Letter provides for payment to CDG of a bonus or market-based incentive fee as may be agreed to by the Committee, subject to approval by this Court.

7. It is CDG's policy to bill monthly in arrears for the reimbursement of all of its reasonable out-of-pocket expenses incurred in connection with CDG's obligations under the Engagement Letter. These expenses include but are not limited to travel costs, lodging, meals, research, telephone and facsimile, courier, overnight mail and copy expenses, and the fees and disbursements of CDG's attorneys.

8. CDG intends to apply to the Court for payment of compensation and reimbursement of expenses in accordance with applicable provisions of the Bankruptcy Code,

the Bankruptcy Rules, the Local Bankruptcy Rules (including any order adopting any guidelines promulgated by the Office of the United States Trustee), the Engagement Letter and any additional procedures that may be established by the Court in the Chapter 11 Case.

9. CDG is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code because CDG, its members and employees:

- (i) are not creditors, equity security holders or insiders of the Debtor;
- (ii) are not and were not, within 2 years before the Petition Date, directors, officers, or employees of the Debtor; and
- (iii) do not have an interest materially adverse to the interest of the Debtor’s estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in the Debtor or for any other reason.

10. Moreover, to the best of my knowledge, information and belief formed after reasonable inquiry, CDG, its members and employees have no interests that are materially adverse to the Debtor’s estate or the creditors in this Chapter 11 Case.

11. To determine CDG’s relationship with the parties-in-interest identified by the Committee to CDG, in preparing this Affidavit, I caused the names of the parties set forth in Exhibit B-1 and Exhibit B-2, attached hereto, to be submitted to CDG’s internal conflicts procedures. To the best of my knowledge, information and belief, neither I nor any other member or employee of CDG has any connection with or holds any interest adverse to the Debtor, its estate, creditors, shareholders, or any other party in interest herein or their respective attorneys in the matters for which CDG is proposed to be retained, except that CDG has provided other consulting services, and may in the future provide such services, to certain of the Debtor’s creditors or other parties-in-interest unrelated to the Debtor’s Chapter 11 Case. As set forth in

Exhibit B-3, which is attached hereto, CDG has certain relationships with certain Potential Parties-In-Interest in this Chapter 11 Case, but such relationships are unrelated to either the Debtor or its Chapter 11 Case.

12. CDG personnel and their family members may have business associations with certain of the Debtor's creditors or other parties-in-interest herein, or interests adverse to such creditors, shareholders or parties-in-interest, which associations are wholly unrelated to this Chapter 11 Case. In addition, in the ordinary course of its business, CDG may engage counsel or other professionals in unrelated matters who now represent, or who may in the future represent, creditors, or other interested parties in this Chapter 11 Case.

13. Additionally, CDG has represented, and may currently represent, entities which hold or may in the future hold certain of the Debtor's debt in beneficial accounts on behalf of unidentified parties. In addition, because distressed debt is actively traded in the commercial markets, CDG may be unaware of the actual holder of such debt at any given moment. CDG has been engaged by numerous entities in unrelated matters that may buy and/or sell distressed debt of chapter 11 debtors.

14. None of the engagements or relationships mentioned above are related to the Chapter 11 Case. CDG does not hold or represent an adverse interest in connection with the Debtor or the Chapter 11 Case.

15. Because the Debtor is a large enterprise with numerous creditors and other relationships, I am unable to state with certainty that every client relationship or other connection has been disclosed. In this regard, if I discover additional information that requires disclosure, I will supplement the information contained in this Affidavit.

16. To the best of my knowledge, CDG has not been retained to assist any entity or person other than the Committee on matters relating to, or in connection with, this Chapter 11 Case. If this Court approves the proposed employment of CDG by the Committee, then CDG will not accept any engagement or perform any service in this case for any entity or person other than the Committee. CDG may, however, continue to provide professional services to, and engage in commercial or professional relationships with, entities or persons that may be creditors of the Debtor in this Chapter 11 Case; provided, however, that such services do not and will not relate to, or have any direct connection with, this Chapter 11 Case.

17. I am not related or connected to and, to the best of my knowledge, no other member or employee of CDG is related or connected to any United States Bankruptcy Judge or District Judge for the District of Delaware or the United States Trustee for the District of Delaware or to any employee in the offices thereof.

18. No promises have been received by CDG nor any member or employee thereof as to payment or compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. Neither CDG nor any of its members and employees has entered into an agreement or understanding to share compensation as described in Bankruptcy Rule 2016.

*[Remainder of Page Intentionally Left Blank]*

19. The foregoing constitutes the statement of CDG pursuant to sections 504 and 1103 of the Bankruptcy Code, Bankruptcy Rules 2014(a), 2016(b) and 5002, and Local Bankruptcy Rule 2014-1.

M F Gris

Sworn to before me this  
27<sup>th</sup> day of May, 2009

Rosaria Cusanello  
Notary Public

**ROSARIA CUSANELLO**  
NOTARY PUBLIC, STATE OF NEW YORK  
ID No. 01CU007846  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES 12/17/2009



## **EXHIBIT B-1**

### **Names of Potential Parties-in-Interest Received from the Debtor**<sup>1</sup>

#### **Debtor Entities**

Dayton Superior Corporation, aka Aztec Concrete Accessories, Inc.; Dayton Superior Specialty Chemical Corporation; Symons Corporation; Dur-O-Wal, Inc.; Trevecca Holdings, Inc.; Southern Construction Products, Inc.

#### **Company and Affiliated Entities**

Dayton Superior Corporation  
Dayton Superior Canada Ltd.

#### **Formerly Affiliated Entities and Previous Names**

Aztec Concrete Accessories, Inc.  
Dayton Superior Corporation, an Ohio corporation  
Dayton Superior Specialty Chemical Corp.  
Dur-O-Wal, Inc.  
Southern Construction Products, Inc.  
Symons Corporation  
Dayton Superior Delaware Corporation  
Dayton Superior FSC Corp.  
Richmond Stew Anchor  
Trevecca Holdings, Inc.

#### **Restructuring and Other Significant Professionals of Company and Affiliates**

Harris Williams & Co.  
Moelis & Company  
Richard Layton & Finger  
Deloitte & Touche LLP  
Ernst & Young LLP  
Thompson Hine LLP  
Valuation Research Corporation

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<sup>1</sup> This list (and the categories contained herein) are for purposes of a conflict check only and should not be relied upon by any party as a list of creditors or for any other purpose.

**Material Secured Lenders (including current and former administrative agents)**

Davidson Kempner Partners  
DK Acquisition Partners, LP  
General Electric Capital Corporation  
Silverpoint Capital, L.P.

**Counsel/Professionals to Material Secured Lenders**

Gibson, Dunn & Crutcher LLP  
King & Spalding  
Macquarie Capital Advisors

**Other Material Lienholders**

Associated Bank N.A.  
Banc of America Leasing & Capital, LLC  
Canadian Imperial Bank of Commerce  
Cannon Financial Services  
Deere Credit, Inc.  
Deutsche Bank Securities, Inc.  
GE Capital Markets, Inc.  
Grand Central Asset Trust, SIL Series  
EMCO Maier Corporation  
Merrill L. Nash  
Merrill Lynch, Pierce, Fenner & Smith Incorporated

Rabo Capital Services, Inc.  
Safeway Formwork Systems, L.L.C.  
Sumner Group, Inc  
Susquehanna Patriot Commerical  
Leasing Co. Inc.  
Thompson Tracker Co., Inc.  
Wisconsin Lift Truck Corp.  
Wolter Investment Company LLC

**Holders of 5% or More of Any Outstanding Common or Preferred Equity Securities of the Company**

Odyssey Investment Partners Fund, LP  
DS Coinvestment I, LLC  
DS Coinvestment II, LLC  
Odyssey Coinvestors, LLC  
Morgan Stanley

**Indenture Trustees, Material Bondholders and Their Counsel/Advisors**

Cannell Capital  
Oaktree Capital Management  
Solus Alternative Asset Management  
Stanfield Capital Partners  
United States Trust Company of New York  
Whippoowill Associates Inc.

Imperial Capital  
Kirkland & Ellis LLP

**Letter of Credit Issuers and Known Beneficiaries**

Alsina Forms Company  
Hickory Partners, LLC  
STAG II Aurora  
STAG II Kansas City  
STAG II Miamisburg  
STAG II Parsons  
The Travelers Indemnity Company  
TIAA Elk Grove

**Current and Former Officers, Directors and LLC Managers (for the past three years and consolidated for any entities)**

**Current**

Douglas W. Rotatori  
Edward J. Puisis  
Eric R. Zimmerman  
James Fennessy  
Jeffrey S. Dawley  
John Klima  
Joseph D. Hinkel  
Keith M. Sholos  
Mark Crosby  
Paul E. Fisher

Peter J. Astrauskas  
Raymond E. Bartholomae  
Robert Shifflet  
Sidney J. Nurkin  
Stephen Berger  
Steven M. Berzin  
Thomas W. Roehrig  
William F. Hopkins

**Former**

Andrew Cannon  
Barry M. Block  
Glenn P. Schimpf  
James Benka  
Kenneth W. Tynes

Larry Katz  
Linda M. Logan  
Mark K. Kaler  
Peter W. Gilchrist  
Ronald L. Connelly

### **Current Top 20 Unsecured Creditors**

Alsina Forms Co., Inc.  
De Acero S.A. de C.V.  
Deloitte & Touche LLP  
Equipment Depot of Illinois  
Group 365 Chicago, LLC  
Imperial Capital  
Ixmaton, Inc.  
Kerneos Inc.  
Keystone Steel and Wire  
Lucent Polymers LLC

Marchem Corporation  
Microsoft Licensing, GP  
Monarch Cement Co.  
Morgan Stanley & Company,  
Incorporated  
Mostardi Platt  
Namasco, a Division of Klockner  
Olympic Panel Products  
Primex Plastic Corporation  
The Bank of New York Mellon Trust  
Company, N.A.  
Thompson Hine LLP  
Ulma Form Works, Inc.  
Valley Machining

### **Major Suppliers/Vendors/and Other Parties**

A. H. Harris  
A. H. Harris & Sons, Incorporated  
Acabadoe y Epoxicos del Pacifico, S.A. de C.V.  
Ace Forming Systems, Inc.  
AES Steel Mould (Hong Kong) Ltd.  
Allchem Blending and Packaging, Inc.  
Allied Construction Specialities  
A.L. Patterson Inc.  
Alton Steel Inc  
Ambassador Steel  
Ambassador Steel Corp.  
Ambassador Bridge and Paving Supply, LLC  
Ambassador Business Services, LLC  
Ambassador Construction Products LLC  
Ambassador Family Enterprises LLC  
Ambassador Steel Corporation  
Ambassador Steel Distribution, LLC  
Ambrosius Concrete Supplies, Inc.  
American Const Supply & Rental  
American Highway Technology  
Apex Building Specialities, Inc.  
Arrow Const. Prods. Ltd.  
Atlas Construction Specialties  
Atlas Construction Supply

Mack Industries  
Masonry Sales  
Macon Supply, Inc.  
Mason Supply  
Masons Supply  
Masons Supply Company  
Masons Supply Company, Inc.  
Mathis-Kelley  
Mathis Kelley Const Supply  
Maxwell Supply  
Maxwell Supply Co  
Maxwell Supply of Tulsa  
McCann Const. Spec  
McCann Industries  
McCann Industries Inc.  
McClone Construction Co  
MDS Construction Supply  
MidSpec Inc.  
Mills Supply Co. Inc.  
MMI of Kentucky  
Morey Builders  
Muller Construction Supply, Inc.  
Multiple Concrete Accessories Corp.  
National Construction Specialities

Atlas Const. Supply Inc.  
B&R Reinforcing  
Baker Concrete, Inc.  
Banner Rebar  
Barker Steel LLC  
Barker Steel Co. Inc.  
Barnes & Sweeney Ent. Inc.  
Barnsco Inc.  
Barson Supply  
Barnsco/Barnes & Sweeney  
Barr Concrete  
Bierschbach  
Bierschbach Equipment & Supply Co., Inc.  
Bill Hicks  
Bobcat of the Rockies  
Border Construction Spec  
Brock-White  
Brock White Co LLC  
Brock White Company  
Brost Forming Supply Inc.  
Brothers Concrete Construction Inc.  
Buck Consultants LLC  
Building Specialities  
Building Specialties Company  
Building Specialties Co Inc.  
C&C Supply, LLC  
C.M.A. Supply Co., Inc.  
Cain's Builders Supply Co, Inc.  
Callaway Building Products  
Cam Fabrication Inc.  
Carter-Waters Corp  
Casper Contractors Supply, Inc.  
Ceco Concrete Construction  
CEMEX  
Central Contractors Supply, Inc.  
Century Concrete Inc.  
Chelle Construction  
CMA Supply Co, Inc.  
CMC  
CMC CS  
CMC Concrete Accessories, Inc.  
CMC Steel Texas  
Coatti-Morrison Inc.  
Colorado Concrete Accessories, Inc.  
Concrete Accessories Company

National Const. Prod. Inc.  
Nucor Steel Kankakee Inc  
NuFab Rebar, LLC  
NuWay Inc.  
NV Way Inc.  
Old Fort Supply Co. Inc.  
Oncore Construction, L.L.C.  
OpCorp International  
Orco Construction Supply Inc.  
Orcon Products Corporation  
Palmer Building Specialities  
Panexus Corporation  
Polar Supply  
Polar Supply Co.  
Potter Form & Tile Co.  
Prairie Supply, Inc.  
Prestressed Casting Co.  
Pro Construction Products, Inc.  
Qualico Steel Co., Inc.  
RAM Tool  
Ram Tool & Supply Co., Inc.  
Resort Builders, Inc.  
Richform Construction Supply  
Company, Ltd.  
Rinker Materials Corp.  
Rio Grande Co.  
R-K-D  
RKD Constr Supplies  
RKD Construction Supplies &  
Equipment, Inc.  
Roberts Supply Co LLC  
Roberts Supply, Inc.  
Robinson Brich Company Division of  
General Shile Brich, Inc. (?)  
Rob-K Concrete Products Inc.  
Rosedale Equipment  
Rusco Enterprises, Inc.  
Saia  
S.B. Ballard Construction Co  
Safety Systems of Hawaii  
Safeway Formwork Systems, L.L.C.  
Safeway Services, Inc.  
SDC  
Seco Const. Equip, Inc.  
Shepler's

Concrete Accessories, Inc.  
Concrete Central, Inc.  
Concrete Construction Supply  
Concrete Form Engineers, Inc.  
Concrete Industries  
Concrete Systems, Inc.  
Concrete Tie  
Concrete Tie of San Diego, Inc.  
ConStar Supply  
ConSteel Co, Inc.  
Consolidated Construction Products, Inc.  
Construction Anchors  
Construction Anchors Inc.  
Construction Materials, Inc.  
Construction Supply Centers  
Construction Supply & Eq. Co, Inc.  
Contractors Supply & Equipment Co., Orleans  
Contec Corp Limited  
Coreslab Structures (Texas)  
D W Dukes Company  
Dalco Industries Inc.  
Darrah Company  
Dee Shoring  
Delta Erecting, Inc.  
Dick Corporation  
Dick Schiewe  
Eastern Industries, Inc.  
Economy Steel Inc.  
Egyptian Concrete Co  
Ellis Brothers Inc.  
Enco Materials, Inc.  
Enco Materials  
Engineered Polymer Solutions  
Equipment Depot  
Erie Haven Inc.  
ERSCO Construction Products  
Erso Corp.  
F F & F  
F M Equipment Company, Inc.  
Fairwind Const. Prod. Ltd.  
FirstStar Bank, N.A.  
For Shor  
For-Shor Company (Inc.)  
Forms LLC  
Form Services

Shepler Equipment Company  
Sierra Supply/White Cap  
Skip Jackson, Jackson and Associates  
Soinsa Commercial E Industrial LTDA  
Solid Rock Logistics  
South Coast Steel  
Southeastern Freight Transportation  
Southern Forming & Supply  
Spillman Company  
Star Rentals & Sales  
State Highway Supply, Inc.  
Steel Engineers Inc.  
Steels Industrial Products Ltd.  
Stetson Building Products, Inc.  
Steven Smith  
T.B. Penich & Sons, Inc.  
Tala Construction  
Terry Edmundson Enterprises  
Texas Contractor Supply  
Transcon Express, Inc.  
Tri-Boro Const Supplies  
Tri-Borar Construction Supplies  
Tri-Star Building Corp.  
Tri-Supply & Equipment Inc.  
Trump Ocean Club  
Tucker-Kirby Co.  
United Construction Products  
United Forms & Accessories, Inc.  
USF Holland, Inc.  
Valley Machine Corporation  
Valley Machining  
Vernon L. Goedecke Co. Inc.  
Vernon L. Goedecke Company, Inc.  
Waco Scaffolding & Equipment  
Western Express, Inc.  
Whitacre Engineering Co.  
Whitecap Inc.  
Whitlock Bros., Inc.  
Whitlock Brothers, Inc.  
Wyloco Supply Co  
Zia Concrete Supply  
Zia Concrete Supply Co. Inc.  
Zumstein, Inc.  
YuYao Goodwin Hardware Co. Ltd.

Form Services Inc.  
Form Tech  
Form Tech Concrete Forms, Inc.  
Formwork Services  
Formworks Services Inc.  
Formworks, Inc.  
Fortiter Transportation, LLC  
Fowler and Hammer Construction  
Gat Supply Inc.  
Gatti- Morrison  
General Materials  
George L. Wilson & Co., Inc.  
Georgia Masonry Supply "Oldcastle"  
Georgetown M.N. Supplies  
Gerdau Amersteel  
Gierke-Robinson Co.  
Glendale Builders' Supplies  
Goedecke & Co., Inc.  
Guaranteed Supply Co.  
H.K. Buzby & Sons  
Howard S. Wright Construction  
Hub Construction Specialities  
Huffhines Supply Company  
HYMMCO LLC  
IC Construcciones y Equipos S.A. de C.V.  
Indianapolis Contrs. Supply  
Intermountain Concrete Specialities  
Jad Homers  
Jaime Taronji, Jr.  
Janell Inc.  
JAS Forwarding (USA), Inc.  
Jett and Company  
JP Cullen and Sons  
Ken Remus  
Kenton Neal Norin  
Keystone Steel & Wire  
Kuhlman Corporation  
Lakewood Supply Co.  
Lando Construction Sales, Inc.  
Le Chase Construction  
Level Cust Supply  
Level Construction Supply LLC II  
Lucent Polymers LLC

## **Potential Investors**

Harvest Partners

## **Counterparties to Major Executory Contracts and other Agreements (other than contracts listed elsewhere)**

823013 Ontario Limited	Leigh Mills Hayden
A-1 Staffing Crown Services	Leslie A. Gaines
Ace Coffee Bar Inc.	Lexington Insurance Company
Adecco	Listen Inc.
A. Duie Pyle, Inc.	McLeodUSA
Adjustable Kicker, Ltd.	MacMunnis
Aeroteck	Manpower
Agente Staffing Inc.	Marlene Umberger
Alan Ahearn	Marlin Leasing
Alex Mciver	Marsh USA Inc.
Alliance Search Solutions	M.F. Cachat Co.
All Steel Construction, Inc.	Mercer Health & Benefits LLC
American Home Assurance	Mercer Transportation Co., Inc.
American Highway Technology	Merrill Ashline
American International Specialty Lines Ins Co	Merrill Communications LLC
Ancon Limited	Messina Management Systems
Andy Cannon	Michael Deis
Andy Gaines	Midwest Employers Casualty Company
Anthony Kripp	Monarch Cement Company
Architectural Concrete Creations Corp.	Mondi Packaging, Inc.
Arrow Trucking Co.	Monster
Astaea Risk Retention Group, Inc.	Motion Industries, Inc.
A Truck Express	MSC Industrial Direct Co., Inc. d/b/a
Astro Consolidated Holdings, Inc.	MSC Industrial Supply Co.
Atlantic Pacific Equipment, Inc.	Myers Container Corporation
ATS Logistics Services, Inc.	Myron Jornov
AT&T	National Starch and Chemical Company
AT&T Wireless Corporate Digital Advantage	Nationwide Transportation & Logistics
AWS National Accounts, LLC	Services, Inc.
Baron Wire and Steel Co.	Neville Chemical Company
Bartec	New Hampshire Insurance Company
Barton Solvents Inc.	New Penn Motor Express, Inc.
Bechtel Power Corporation	Nextel
Bell South	Omni One, Inc.
Berks and Beyond	One Source
Berry E. Fleck	Onsite Commercial
Bill Hicks	Pacific Coast Warehouse Company



Billy Carroll  
Bird Construction Co Inc  
Bob Roeller  
Bord Bros Transportation, Inc.  
Bradley Transportation  
Bravo Trucking  
Brenntag Mid-South, Inc.  
Broadwing Communications, LLC  
Briggs & Briggs  
Business Analysis Consulting, L.L.C.  
Capital BlueCross  
Capital Blue Cross of California  
Capital BCBS-Keystone  
Cempo, Inc.  
Central Freight Lines  
Charles Webster  
Cherne Contracting Inc  
Chemcentral Corporation  
C.L. Smith Company  
Combined Transport, Inc.  
Concrete Accessories, Inc.  
Concrete Careers.com  
Concrete Chemicals, Inc.  
Concrete Frame Associates  
Continental Commercial Products, LLC  
Con-Way Freight  
C.Overaa & Co., Inc.  
CRST Malone  
CRST Van Expedited, Inc.  
Customs Chemical Formulators, Inc.  
Dayton Freight Lines, Inc.  
DDS Trucking  
Decartes Systems (USA), LLC  
Delta Dental  
Desarrollo Bahia Paitilla, S.A.  
Dick Schiewe  
DoubleTree Guest Suites Dayton/Miamisburg  
Douglas W. Piar  
Drumtech, Inc.  
Ed Rahe  
Elizabeth F. Gibson  
Engineered Polymer Solutions/Color Corporation  
of America (EPS/CCA)  
EthicsPoint, Inc.  
Evotem, LLC

Paul E. Henning, Jr.  
PECAT GmbH  
Peoplelink Staffing Solutions  
Pitt Ohio Express  
Phinma Property Holdings Corp.  
Polytite Manufacturing Corporation  
Premier Freight & Brokerage  
Prime, Inc.  
Prof. Dr. Peter Ernst  
Providence Composite Technologies,  
LLC  
Rellergert & Sons Inc.  
Rhino Container  
Richmond Screw Anchor  
R & L Carriers, Inc.  
Rockwell Transportation Services, Inc.  
Rudolph and Sletten, Inc.  
SBC Global Services, Inc. dba AT&T  
Global Services  
Sid Nurkin  
Spherion Workforce Architects  
Sprint  
Sprint Solutions, Inc.  
Steel Structures, Inc.  
Steven R. Robinson  
Studley, Inc.  
Supply Management International, Inc.  
Sun Capital Partners, Inc.  
Sum Service  
Systemed Medco  
Teccimsa, S.A. de C.V.  
Ted Levine Drum Company  
The Decartes Systems Group Inc.  
The Prudential Insurance Company of  
America  
The Richardson Company  
Thomas A. Herzer  
Time Warner Cable Business Class  
TKS&S GmbH  
Tracie Johnson  
Triad Construction Company, Inc.  
Trilla Steel Drum Corporation  
The D.S. Brown Company  
The Hertz Corporation  
The Mergis Group

Excelerated Learning Systems, Inc.  
EZ Form, Inc.  
Federal Insurance Company  
Felix L. Sorkin  
Ferrellgas  
Fleet Engineers, Inc.  
Floyd R. Mills, Jr.  
Fly & Form  
F & R Scaffold  
Fiserv Health  
Forming America, Ltd.  
For-Shor Company  
Gamuda-WTC Joint Venture  
Gary Trafican  
Gaylyn Betker  
George Soward  
Georgia Pacific  
General Employment Enterprises, Inc.  
Global Logistics Network  
GM Crocetti  
Great West Casualty Company  
Harold L. Anderson and Phyllis I. Anderson,  
Trustee of the Anderson Family Trust  
dated July 25, 1989  
Harrington Benefit Services, Inc. dba Fiserv  
Health- Kansas  
Hasler Financial Services, LLC  
Home State County Mutual  
Hub Construction Specialties, Inc.  
Hunnebeck GmbH  
Illinois National Ins Co  
Iowa State University of Science and Technology  
James W. Fennessy  
James C. Stewart  
JC Trucking  
Jeff Dawley  
Joyce Clifford  
Julia Mciver  
Keith Keller  
Kelly Kearney Street, LLC  
Ken Remus  
Keybank National Association  
Knight Transport  
KPMG LLP

The North River Insurance Co.  
The Ohio Bell Telephone Company dba  
AT&T Ohio  
Thyssen Krupp Systems & Services  
GmbH  
UniFirst  
United Healthcare PacifiCare  
United Telephone Company of Ohio  
UNIVAR USA Inc.  
Universal Construction Supply, LLC  
Universal Form Clamp of Chicago, Inc.  
U.S. Department of Transportation  
Vanguard Cleaning Systems, Inc.  
Vanum Construction, Inc.  
Velocity Staffing Corp.  
Verizon Wireless  
Vinylex Corporation  
Waters and McDonal Associates  
Watson Wyatt & Company  
W.E. Bulato Co.  
Western Material and Design, LLC  
William F. Jones, III  
Willis Woodlief  
Wiss, Janney, Elstner Associates, Inc.  
W.R. Grace & Co.-Conn  
WRS Architects  
Zea Corporation, Inc. d/b/a Unitex  
Chemicals  
Zurich American Insurance Company

## **Counterparties to Major Real Property and Personal Property Leases**

1603 Copans LLC	MDR Jt Venture
1992 Trust Partnership	Metro Real Estate
600 Seasons LLC	MJK Properties LLC
AES NewEnergy, Inc.	NI Industries
Almeck West	Peterson South Deve LLC
Appleton Papers Inc.	Richard Ayers
Aztec Enterprises LLC	Sinclair Road Realty Ltd.
Blue Dog Properties REIT Mgmt	South-Tec
BP Canada Energy Marketing Corp.	STAG II Kansas City
Brandywine Ambassador	STAG II Parsons LLC
Charles Frazee	Suzanne Gutnick
Charles Tedesco	Tamme Investments
Chopp Family LP	Teachers Insurance & Annuity
Contellation NewEnergy, Inc.	Top 10 Properties/valley Commerce
Constellation NewEnergy-Gas Division, LLC	Business Ctr.
CRP-2 West Dallas LP	Walton CWCA Eden Landing
E Ellis Mason	Winifred Tedesco
Elaine Hartleib Trust	
Elliott-Davidson Partners	
First California Investments	
G & D Realty LLC	
GEM Long Beach LLC	
Hartzheim Family Trust '81	
Hartzheim Family Trust '92	
Henry H. Ketcham Lumber	
IAC Chicago LLC	
Interstate-Lemont LLC	
J & K Investments	
Jon S. Morre	
Joseph Philipson Trust	
Kaltsas Bros	
Kansas 1420 Assoc	
Kelly Land Co	
Legacy Partners II Santa Fe Springs LLC	
Lilac Avenue LLC c/o Alere	

## **Parties to Other Agreements**

Albert Melchiorre	Mario J. Catehi
Alon S. Osip	Martin Glover
Alpha Rebar Company, Inc.	Martin Lancial

Anconcecl Inc.  
Ann Karmelich  
Am-Mex Productos Internacional, S.de  
R.L.de.C.V.  
Aztec Concrete Accessories, Inc.  
Bankers Trust Company  
Barbara J. Spencer  
Baxi Group Limited  
Birmingham Bar Coating, Inc.  
Bristol Investments, Inc.  
C&B Construction Supplies Inc.  
Conspec Marketing & Manufacturing Co., Inc  
Conspec Performance Products, Inc.  
Dale R. Haslem  
Danis Industries Corporation  
Delta-Tie, Inc. (Licensor)  
Donald G. Reed, Jr.  
Donna Songrath  
Dur-O-Wal Limited  
Elizabeth Brownlee Maday  
Frank Karmelich  
G. Douglas Hartzheim  
Greg S. Maday  
Hewlett Packard Services  
Howard I. Sanders  
Hunnebeck GmbH  
Ironco Manufacturing Co., Inc.  
JDC Holdings, Inc.  
Jeffrey D. Church  
John A. Ciccarelli  
John Gilner  
Kevin R. Kriebs  
Lloyd A. Rafalsky

Martin Ossip  
Newmond (UK) Holdings Limited  
Newmond Building Products Limited  
Omni Investors, Inc.  
Richard Ayres  
Roger M. Peterson  
Safeway Formwork Systems, L.L.C.  
Safeway Services, Inc.  
Secure Incorporated  
Sheri A. Horoshko  
Steven H. Getz  
Stone Acquisition Corp.  
Sungard Availability Services LP  
Susan Wilhelm  
Symons Corporation  
The Lofland Company  
The Lofland Company of Texas  
Thomas H. Stamatakis  
ThyssenKrupp Systems & Services GmbH  
Trevecca Holdings, Inc.  
ULMA CyE, S. COOP  
William C. Davidson  
William C. Mongole  
William E. Church  
Zhang Shuimei

**United States Bankruptcy Judges in the District of Delaware**

Judge Brendan L. Shannon  
Judge Christopher S. Sontchi  
Judge Judith K. Fitzgerald  
Judge Kevin Gross

Judge Kevin J. Carey, Chief Judge  
Judge Mary F. Walrath  
Judge Peter J. Walsh

**United States Trustee for the District of Delaware (and Key Staff Members)**

Bonnie Anemone      Paralegal Specialist  
Christine Green      Paralegal Specialist

David Buchbinder Trial Attorney  
Diane Giordano Bankruptcy Analyst  
Dion Wynn Paralegal Specialist  
James R. O'Malley Bankruptcy Analyst  
Jane Leamy Trial Attorney  
Jeffrey Heck Bankruptcy Analyst  
Joseph McMahon Trial Attorney  
Lauren O'Neal OA Assistant  
Mark Kenney Trial Attorney  
Michael Panacio Bankruptcy Analyst  
Michael West Bankruptcy Analyst  
Ramona Vinson OA Assistant  
Richard Schepacarter Trial Attorney  
Shakima L. Williams Paralegal Specialist  
William K. Harrington Assistant United States Trustee

**Clerk of Court and Deputy for the District of Delaware**

David D. Bird Clerk of Court  
George Wylesol Chief Deputy

**Exhibit B-2**

**Members of the Official Committee of Unsecured Creditors**

OCM Principal Opportunities Fund IV, L.P.  
Whippoorwill Distressed Opportunity Fund, L.P.  
The Bank of New York Mellon  
U.S. Bank National Association  
Ulma Form Works Inc.  
Alsina Forms Co., Inc.  
Keystone Steel & Wire Co.

**Proposed Counsel to the Debtor:** Latham & Watkins LLP

**Proposed Restructuring Advisor to the Debtor:** AlixPartners LLP

**Exhibit B-3**

**List of Parties In Interest, or Affiliates Thereof, That Have Engaged or Currently Engage CDG, and their Relationship to the Debtor**

To check and clear potential conflicts of interest in this Chapter 11 Case, CDG has conducted a search of its client relationships to determine whether it had any relationships with the persons on Exhibit B-1 attached hereto. Based on that search, CDG represents that, to the best of its knowledge, CDG knows of no fact that would represent a conflict of interest for CDG with regard to its proposed engagement referred to herein. CDG, however, wishes to disclose the following:

<b>Name searched</b>	<b>Category with respect to party in interest</b>	<b>Name of entity that bears or has born a relationship with CDG</b>	<b>Nature of Relationship</b>	<b>Current or Former Relationship</b>
Moelis & Company	Restructuring and other significant professionals of company and affiliates	Moelis & Company (" <u>Moelis</u> ")	Moelis is a financial advisor to an entity in a situation in which CDG serves as financial advisor to noteholders of the entity; all relationships are unrelated to the Debtor's Chapter 11 Case	Current
Macquarie Capital Advisors	Counsel/professionals to material secured lenders	Macquarie Capital Advisors (" <u>Macquarie</u> ")	Macquarie is a financial advisor to an entity in a situation in which CDG serves as financial advisor to noteholders of the entity; all relationships are wholly unrelated to the Debtor's Chapter 11 Case	Current
Solus Alternative Asset Management	Indenture trustees, material bondholders, and their counsel/advisors	Solus Alternative Asset Management (" <u>Solus</u> ")	Solus is a holder of debt in a situation in which CDG serves as financial advisor to the debt holders; all relationships are unrelated to the Debtor's Chapter 11 Case	Current
Stanfield Capital Partners	Indenture trustees, material bondholders, and their counsel/advisors	Stanfield Capital Partners (" <u>Stanfield</u> ")	Stanfield is a holder of debt in various instances in which CDG serves as financial advisor to groups of debt holders; all relationships are wholly unrelated to the Debtor's Chapter 11 Case	Current
Imperial Capital	Indenture trustees, material bondholders, and their counsel/advisors	Imperial Capital	Imperial Capital was a financial advisor to an entity unrelated to the Debtor's Chapter 11 Case in a situation where an employee of CDG	Current

Name searched	Category with respect to party in interest	Name of entity that bears or has born a relationship with CDG	Nature of Relationship	Current or Former Relationship
			was the chief executive officer of such entity	
Sun Capital Partners, Inc.	Counterparties to major executory contracts and other agreements	Sun Capital Partners, Inc.	Sun Capital Partners, Inc. is the equity sponsor of an entity in a situation unrelated to the Debtor's Chapter 11 Case where CDG expects to be retained as the financial advisor to the noteholders of such entity	Current
The Bank of New York Mellon Trust Company	Current top 20 unsecured creditors	The Bank of New York Mellon Trust Company (" <u>BNY</u> ")	BNY serves as indenture trustee with respect to the debt of a number of entities unrelated to the Debtor's Chapter 11 Case in a situation where CDG is or was the financial advisor to the noteholders of such entities	Current
Prudential Insurance Company of America	Counterparties to major executory contracts and other agreements	Prudential Insurance Company of America (" <u>Prudential</u> ")	Prudential has been a client of CDG in numerous circumstances where it holds debt of various entities and CDG is or was the financial advisor to the debtholders of such entities	Current
Kirkland & Ellis LLP	Indenture trustees, material bondholders, and their counsel/advisors	Kirkland & Ellis LLP (" <u>Kirkland</u> ")	Kirkland was counsel to an entity unrelated to the Debtor's Chapter 11 Case in a situation where CDG is the financial advisor to the noteholders of such entity  Kirkland is counsel to an entity unrelated to the Debtor's Chapter 11 Case in a situation where CDG expects to be retained as the financial advisor to the noteholders of such entity	Current
Richards Layton & Finger	Restructuring and other significant professionals of company and affiliates	Richards Layton & Finger (" <u>RLF</u> ")	RLF is counsel to an entity unrelated to the Debtor's Chapter 11 Case in a situation where CDG was retained as the chief restructuring officer of such entity	Current
Whippoorwill Associates Inc.	Indenture trustees, material bondholders, and their counsel/advisors	Whippoorwill Associates Inc. (" <u>Whippoorwill</u> ")	Whippoorwill is part of a group of secured lenders to an entity unrelated to the Debtor or this case in a situation where CDG has advised such lender group	Current



Name searched	Category with respect to party in interest	Name of entity that bears or has born a relationship with CDG	Nature of Relationship	Current or Former Relationship
			and may be retained as the financial advisor to or the chief restructuring officer of such entity	
Ernst & Young LLP	Restructuring and other significant professionals of company and affiliates	Ernst & Young LLP	Ernst & Young LLP is the auditor for an entity unrelated to the Debtor's Chapter 11 Case in a situation where CDG was retained as the chief restructuring officer of such entity	Current
General Electric Capital Corporation	Material secured lenders (including current and former administrative agents)	General Electric Capital Corporation; GE Capital Markets (collectively, " <u>GECC</u> ")	GECC has provided financing to a variety of entities unrelated to the Debtor's Chapter 11 Case in situations where CDG has been an advisor to such entities or the lender group in which GECC was a member	Current
Bank of America, N.A.	Lienholder to the Debtor (not included on Debtor's master list)	Bank of America, N.A. and certain affiliated entities (collectively, " <u>B of A</u> ")	B of A has provided financing to a variety of entities unrelated to the Debtor's Chapter 11 Case in situations where CDG has been an advisor to such entities or the lender group in which B of A was a member	Current
Silverpoint Capital, LP	Material secured lenders (including current and former administrative agents)	Silverpoint Capital, LP and certain affiliated entities (collectively, " <u>Silverpoint</u> ")	Silverpoint has provided debt and equity financing to a variety of entities unrelated to the Debtor's Chapter 11 Case in situations where CDG has been an advisor to such entities or the lender group in which Silverpoint was a member	Current
Davidson Kempner Partners	Material secured lenders (including current and former administrative agents)	Davidson Kempner Partners and certain affiliated entities (collectively, " <u>Davidson</u> ")	Davidson has provided debt and equity financing to a variety of entities unrelated to the Debtor's Chapter 11 Case in situations where CDG has been an advisor to such entities or the lender group in which Davidson was a member	Current
King & Spalding	Counsel/professionals to material secured lenders	King & Spalding	King & Spalding was and is counsel to a variety of entities unrelated to the Debtor's Chapter 11 Case in situations where CDG has been an advisor to such entities or the lender group in which King & Spalding's client was a member, and in certain of these	Current

Name searched	Category with respect to party in interest	Name of entity that bears or has born a relationship with CDG	Nature of Relationship	Current or Former Relationship
			instances CDG was retained directly by King & Spalding to assist counsel in its representation of its client	

**Exhibit C**

**Form of Order**

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

In re:	)	Chapter 11
DAYTON SUPERIOR CORPORATION, a Delaware corporation, <sup>1</sup>	)	Case No. 09-11351 (BLS)
Debtor.	)	<b>RE: D.I.</b> _____
	)	

**ORDER AUTHORIZING THE EMPLOYMENT  
AND RETENTION OF CONWAY, DEL GENIO, GRIES & CO., LLC AS  
FINANCIAL ADVISOR TO THE OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS, NUNC PRO TUNC TO MAY 7, 2009**

Upon (i) the application (the “Application”)<sup>2</sup> of the Official Committee of Unsecured Creditors (the “Committee”) of the above-captioned debtor and debtor-in-possession (the “Debtor”) for the entry of an order authorizing the Committee to retain and employ Conway, Del Genio, Gries & Co., LLC (“CDG”) as its financial advisor in connection with this Chapter 11 Case, *nunc pro tunc* to May 7, 2009, pursuant to sections 328(a) and 1103(a) of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (as amended and supplemented, the “Bankruptcy Code”), Rules 2014(a) and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), and Rule 2014-1 of the Local Bankruptcy Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Bankruptcy Rules”), and (ii) the Affidavit of Michael Gries, a principal of CDG, sworn to on May 27, 2009 (the “Gries Affidavit”) which is annexed as Exhibit A to the Application; and the Court being satisfied based on the representations made in the Application and the Gries Affidavit, that CDG represents no interest adverse to the

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<sup>1</sup> The last four digits of the Debtor’s federal tax identification number are: EIN: XX-XXX6346. The Debtor’s mailing address is 7777 Washington Village Dr., Suite 130, Dayton, Ohio 45459.

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

Committee and/or the Debtor's estate with respect to the matters upon which it is to be engaged, that CDG is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code, that CDG's employment is necessary and in the best interest of the Committee and the Debtor's estate; and finding that proper and adequate notice of the Application has been given; and it appearing that no other notice need be given; and this Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157(b) and 1334; and this proceeding is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and venue of this case and this Application in this District is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and after due deliberation and sufficient cause appearing therefor:

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. In accordance with sections 328(a) and 1103(a) of the Bankruptcy Code and Bankruptcy Rule 2014(a), the Committee is hereby authorized and empowered to employ and retain CDG as its financial advisor, *nunc pro tunc* to May 7, 2009, in connection with this Chapter 11 Case on the terms set forth in the Engagement Letter.
3. CDG shall apply for compensation for professional services rendered and reimbursement of expenses incurred in connection with the Debtor's Chapter 11 Case in compliance with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, and any other applicable procedures and orders of this Court.
4. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, and orders of this Court or any guidelines regarding submission and approval of fee applications, CDG and its professionals (i) shall be permitted to provide general summaries of

tasks and hours and (ii) shall not be required to maintain or provide detailed time records using project categories in connection with its fee applications.

5. The provisions set forth in Schedule I to the Engagement Letter relating to CDG's indemnification by the Debtor are approved.

6. Notwithstanding the possible applicability of Rules 6004, 7062 and 9014 of the Bankruptcy Rules, or otherwise, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: Wilmington, Delaware  
\_\_\_\_\_, 2009


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THE HONORABLE BRENDAN L. SHANNON  
UNITED STATES BANKRUPTCY JUDGE

**CERTIFICATE OF SERVICE**

I, Andrew R. Remming, certify that I am not less than 18 years of age, and that service of the foregoing **Application Of The Official Committee Of Unsecured Creditors For Entry Of An Order Authorizing The Employment And Retention Of Conway, Del Genio, Gries & Co., LLC As Financial Advisor, *Nunc Pro Tunc* To May 7, 2009** was caused to be made on June 2, 2009, in the manner indicated upon the entities identified on the attached service list.

Date: June 2, 2009

  
\_\_\_\_\_  
Andrew R. Remming (Bar No. 5120)

# SERVICE LIST

## VIA HAND DELIVERY

MICHAEL J CUSTER  
MORRIS JAMES LLP  
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PO BOX 2306  
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DEPARTMENT OF LABOR  
DIVISION OF UNEMPLOYMENT INS  
4425 N MARKET ST  
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RANDY R WELLER MS 25  
STATE OF DELAWARE  
DIVISION OF REVENUE 8TH FL  
820 FRENCH ST  
WILMINGTON, DE 19801-0820

RUSSELL C SILBERGLIED  
JOHN H KNIGHT  
PAUL N HEATH  
RICHARDS LAYTON & FINGER PA  
ONE RODNEY SQ  
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Patrick A. Jackson, Esq.  
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The Brandywine Building  
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WILMINGTON, DE 19801

Laurie Selber Sivlerstein, Esq.  
Gabriel R. MacConaill, Esq.  
Potter Anderson & Corroon LLP  
Hercules Plaza, 6th Floor  
1313 North Market Street  
WILMINGTON, DE 19801

## VIA FIRST CLASS U.S. MAIL

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ASSISTANT ATTORNEY GENERAL  
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AUSTIN, TX 78711-2548

DIVISION OF CORPORATIONS FRANCHISE TAX  
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PO BOX 7040  
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DIVISION OF CORPORATIONS FRANCHISE TAX  
DELAWARE SECRETARY OF THE STATE  
PO BOX 898  
DOVER, DE 19903

DELAWARE SECRETARY OF THE TREASURY  
PO BOX 7040  
DOVER, DE 19903

DELAWARE SECRETARY OF THE TREASURY  
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DOVER, DE 19903

INTERNAL REVENUE SERVICE  
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PHILADELPHIA, PA 19114-0326



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Collins & Mott, LLP  
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