

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

In re:)	
)	Chapter 11 Case
ADVA-LITE, INC.,)	
a Delaware corporation, <u>et al.</u> ¹)	Case No. 07-10264 ()
)	
Debtors.)	Joint Administration Requested
_____)	

**DECLARATION OF DEBTORS' CHIEF EXECUTIVE OFFICER
IN SUPPORT OF FIRST DAY PLEADINGS**

My name is Kevin McColgan. I am over the age of eighteen and am fully competent to testify. I am the President and Chief Executive Officer of Adva-Lite, Inc. ("Adva-Lite"), Toppers, LLC ("Toppers"), CGI, Inc. ("CGI"), It's All Greek To Me, Inc. ("IAG"), Corvest Promotional Products, Inc. ("CPP") and Corvest Group, Inc. ("Group") (each individually a "Debtor," and collectively, the "Debtors"). In my capacity as Chief Executive Officer of the Debtors, I have personal knowledge of the facts set forth herein.

I. Factual Background

1. On the date hereof (the "Petition Date"), the Debtors filed voluntary petitions under chapter 11, title 11, United States Code (the "Bankruptcy Code") in this Court.
2. The Debtors continue to operate their businesses and manage their assets as debtors in possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.
3. No trustee, examiner or official committee of unsecured creditors has been appointed or established in the Debtors' bankruptcy cases.

¹ The last four digits of the taxpayer identification numbers for each of the Debtors follow in parentheses: (i) Adva-Lite, Inc. (3999); (ii) Toppers, LLC (9204); (iii) CGI, Inc. (4263); (iv) It's All Greek To Me, Inc. (6456); (v) Corvest Promotional Products, Inc. (8840); and (vi) Corvest Group, Inc. (5991). Adva-Lite, Inc. is located at 7340 Bryan Dairy Road, Largo, FL 33777; Toppers, LLC is located at 1450 Grandview Ave., Thorofare, NJ 08086; CGI, Inc. is located at 3000 Delaware Ave., Suite 900, Wilmington, DE 19801; It's All Greek To Me, Inc. is located at 2290 Agate Court, Simi Valley, CA 93065; Corvest Promotional Products, Inc. is located at 7340 Bryan Dairy Road, Largo, FL 33777; and Corvest Group, Inc. is located at 2665 South Bayshore Drive, Suite 800, Miami, FL 33133.

A. Background and Corporate Structure of the Debtors

4. The Debtors are leaders in the \$18 billion promotional products industry. CPP, through its operating subsidiaries, distributes a variety of promotional products to domestic and international distributors.

5. Historically, the Debtors have reported their finances on a consolidated basis. For the period ended December 31, 2004, the Debtors reported gross sales of \$90,778,749, and net income of \$2,096,690. For the period ended December 31, 2005, the Debtors reported gross sales of \$83,897,413, and a net loss of \$61,564,912. For the period ended December 31, 2006, the Debtors realized gross sales of \$76,397,943, and a net loss of \$5,119,744.

6. Adva-Lite is a Delaware corporation. It is a leading supplier of personal light products which are sold primarily to ASI² distributors. Adva-Lite markets flashlights, lanterns, specialty lights, decorated drinkware products, small hand tools and writing instruments.

7. Adva-Lite operates out of an 80,000 square facility located in Largo, Florida where it employs 86 personnel who provide administrative, warehousing, sales, and decorating services to Adva-Lite.

8. For the year ended December 31, 2005, Adva-Lite had gross sales of \$20,703,619, and had net income of \$822,015. For the year ended December 31, 2006, Adva-Lite reported gross sales of \$18,259,237, and realized net income of \$271,893.

9. Toppers is a Delaware limited liability company. It is a supplier of customized and "blank" canvas, leather and cloth tote bags and sport bags. Toppers also sells headwear,

² Advertising Specialty Institute ("ASI") is the largest media and marketing organization serving the advertising specialty industry, with a membership of 22,000 distributor firms (sellers) and 3,300 supplier firms (manufacturers) of advertising specialty. Supplier firms use ASI print and electronic resources to market products to more than 130,000 distributor salespeople. Distributor firms use ASI print and electronic resources, which contain more than 750,000 advertising specialties, to locate supplier firms and to market services to end-buyers (promotions and advertising buyers). It provides catalogs, information directories, newsletters, magazines, websites, trade shows, databases, and interactive e-commerce, marketing and selling tools.

aprons, towels, business accessories, outdoor products and umbrellas. Toppers is based in Thorofare, NJ where it occupies two leased facilities. Toppers employs 141 personnel at its New Jersey facilities.

10. For the year ended December 31, 2005, Toppers had gross sales of \$44,379,419, and realized net income of \$3,559,497. For the year ended December 31, 2006, Toppers has had gross sales of \$41,700,250, and realized net income of \$1,321,360.

11. IAG is a California corporation. It is a leading supplier of imprinted plush products, selling to ASI distributors, college, camp, souvenir and gift, military and sports markets. IAG's products can be found in many college campus bookstores.

12. IAG operates out of a 71,400 square foot facility located in Simi Valley, California where it employs 85 personnel.

13. For the year ended December 31, 2005, IAG had gross sales of \$18,814,375, and realized net income of \$1,117,963. For the year ended December 31, 2006, IAG had gross sales of \$16,438,366, and realized net income of \$55,857.

14. CGI is a Delaware corporation. CGI has no operations and is a disregarded entity for tax purposes. It incurs approximately \$10,000 in general and administrative expense per year.

15. Each of Adva-Lite, Toppers, CGI and IAG is a wholly owned subsidiary of CPP. CPP provides management, administrative and accounting services to each of its operating subsidiaries. CPP also provides central purchasing services on behalf of each its debtor affiliates. CPP also operates out of the Adva-Lite facility in Largo, Florida, where it employs 50 personnel.

16. CPP is, in turn, a wholly owned subsidiary of Group. Group is a Florida

corporation. It is a holding company that conducts no other business.

17. A corporate organization chart for the Debtors is attached to this Declaration as

Exhibit A.

B. Liquidity and Capital Structure.

18. In connection with CPP's acquisition of Toppers and IAG, and pursuant to the terms of a Securities Purchase Agreement dated as of March 5, 1999 (the "Securities Purchase Agreement"), CPP issued 12% senior subordinated notes (the "Senior Subordinated Notes") in the original principal amount of \$26 million originally due on February 28, 2007. In connection with issuance of the Senior Subordinated Notes, and subject to the terms and conditions contained in the Securities Purchase Agreement, Group issued warrants for the initial right to purchase 1,235 shares of Class B common stock of Group. The Senior Subordinated Notes are not collateralized.

19. In 2004, the Debtors refinanced their existing credit facilities, other than their obligations under the Senior Subordinated Notes. Pursuant to the terms of a Financing Agreement dated as of September 17, 2004 (the "Financing Agreement") by and among Advan-Lite, Toppers, and IAG, as borrowers (the "Borrowers"), Group, CGI and CPP, as guarantors (the "Guarantors"), and Ableco Finance, LLC, as lender and collateral agent for each of the Lenders (as defined in the Financing Agreement), and Wells Fargo Foothill, Inc., as administrative agent, the Lenders provided the Debtors with a \$60,000,000 secured credit facility (the "Senior Secured Credit Facility") comprised of the following:

- a) A revolving credit facility of the lesser of (i) the Borrowing Base (as defined in the Financing Agreement), or (ii) \$10,000,000 (the "Revolving Credit Facility");
- b) A term loan in the original principal amount of \$10,000,000 ("Term Loan A");

- c) A term loan in the original principal amount of \$15,000,000 (“Term Loan B”); and
- d) A term loan in the original principal amount of \$15,000,000 (“Term Loan C”).

20. To secure their obligations under the Senior Secured Credit Facility, the Debtors granted the Collateral Agent first priority security interests in, and liens upon, all of the Debtors’ personal property, whether then existing or thereafter arising, and any all proceeds and product thereof (the “Prepetition Collateral”).

21. In connection with the closing of the Senior Secured Credit Facility, the maturity date of the Senior Subordinated Notes was extended to February 28, 2009.

22. Based on the occurrence of non-monetary defaults under the Financing Agreement, the Debtors and the Lenders executed the following amendments to the Financing Agreement:

- a) Amendment Number One To Financing Agreement and Waiver dated as of September 22, 2005 (“Amendment Number One”) pursuant to which, *inter alia*, the Lenders waived certain Events of Default and the principal amount of Term Loan C was reduced from \$15,000,000 to \$10,000,000 and a new Term Loan D (“Term Loan D-1”) in the amount of \$5,000,000 was made by the Term Loan D Lenders (as defined in Amendment Number One) to evidence the reduction in the amount of Term Loan C;
- b) Amendment Number Two To Financing Agreement and Waiver dated as of February 24, 2006 (“Amendment Number Two”) pursuant to which, *inter alia*, Lenders waived certain Events of Default and (i) the Revolving Credit Facility was reduced to \$2,100,000, and (ii) the principal amount of Term Loan C was reduced to \$8,600,000 and a new Term Loan D (“Term Loan D-2”) in the amount of \$1,400,000 was made by the Term Loan D Lenders to evidence the reduction in the principal amount of the Term Loan C;
- c) Amendment Number Three To Financing Agreement dated as of March 22, 2006 (“Amendment Number Three”) pursuant to which, *inter alia*, the Lenders waived certain Events of Default and (i) the principal amount of Term Loan B was reduced by \$749,999.88, (ii) the principal amount of Term Loan C was reduced by \$9,250,000.12, and (iii) a new Term Loan D (“Term Loan D-3”) in the aggregate amount of \$10,000,000 was made by the Term Loan D Lenders to evidence the reduction in the amount of Term Loan B and Term Loan C;

- d) Amendment Number Four To Financing Agreement dated as of March 28, 2006 (“Amendment Number Four”) pursuant to which, *inter alia*, the Lenders waived certain Events of Default, and (i) the Total Revolving Credit Commitment from the effective date of Amendment Number Four through June 30, 2006 was set at \$6,500,000, and from and after July 1, 2006 the total Revolving Credit Commitment was set at \$5,000,000, (ii) Term Loan D-2 was repaid; and (iii) the principal amount of Term Loan B was increased to \$12,000,000.06; and
- e) Forbearance Agreement and Amendment Number Five To Financing Agreement dated as of August 16, 2006 (the “Forbearance Agreement”).
23. As of the date hereof, the Debtors were indebted to the Lenders as follows:

Revolving Loans:	\$5,999,137.85, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses;
Term Loan A:	\$11,053,393.34, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses;
Term Loan B:	\$10,994,567.77, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses;
Term Loan D-1:	\$5,000,000, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses;
Term Loan D-3:	\$10,000,000, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses; and
Total Obligations:	\$43,827,098.96, <u>plus</u> accrued interest, and paid-in-kind interest thereon, <u>plus</u> accrued and unpaid fees, costs and expenses.

24. Pursuant to the Forbearance Agreement, the Debtors agreed to, *inter alia*, retain

the services of an investment banker to assist the Debtors in exploring strategic alternatives, including a sale of their assets or a refinancing of the Senior Credit Facility.

25. On August 17, 2006, the Debtors retained Houlihan, Lokey Howard & Zukin Capital, Inc. ("Houlihan Lokey") as their investment banker. Houlihan Lokey, an international investment bank, provides a wide range of services, including mergers and acquisitions, financing, financial opinions and advisory services, and financial restructuring. In 2006, Houlihan Lokey ranked as the No. 1 M&A advisor for U.S. transactions under \$1 billion, according to Thomson Financial. The firm has been the No. 1 M&A fairness opinion advisor for seven consecutive years and has one of the largest worldwide financial restructuring practices of any investment bank. With the assistance of Houlihan Lokey, and other of the Debtors' prepetition advisors, the Debtors concluded that the most efficient and comprehensive resolution of their financial difficulties, and the maximization of the value of their assets, could best be achieved through a sale of substantially all of their assets. Such a sale would be in the best interests of the Debtors and their creditors.

26. Through Houlihan Lokey, in August 2006 the Debtors commenced the process of marketing their assets to prospective purchasers and parties that would consider refinancing the Senior Secured Credit Facility. Houlihan Lokey conducted a broad marketing process which included contacting over 200 parties and distributing an information memorandum to over 75 interested parties. The total parties contacted included over 35 refinancing sources, 165 financial buyers, and 40 strategic buyers. These efforts resulted in the Debtor receiving nine indications of interest, including eight to acquire substantially all of the Company's assets and one to acquire substantially all of the Adva-Lite assets. No indications to refinance the Senior Secured Credit Facility were received.

27. Through Houlihan Lokey, the Debtors provided management presentations to these interested parties and conducted initial due diligence with these parties. From late October 2006 through January 2007, the Debtors and Houlihan Lokey conducted an extensive due diligence process and negotiations with three buyers (two for substantially all the assets and one for the Adva-Lite assets) but these efforts did not result in a final offer or expression of interest acceptable to the Debtors and their Lenders.

28. In January, 2007, the Debtors and the Lenders commenced discussions regarding the Lenders' interest in acquiring substantially all of the Debtors' assets through a credit bid of a portion of their claims via a competitive sale process. Those discussions culminated in the execution of a term sheet (the "Term Sheet") pursuant to which the Lenders, through their affiliate (the "Purchaser") propose to acquire substantially all of the assets of the Debtors.

29. On February 28, 2007, the Purchaser and the Debtors executed an asset purchase agreement (the "Asset Purchase Agreement"). The Asset Purchase Agreement provides, *inter alia*, for:

- a) The Purchaser to acquire substantially all of the operating assets of the Debtors in exchange for: (i) the assumption of the Debtors' obligations under the Revolving Loans (including the DIP Facility (as defined below)), Term Loan A and Term Loan B, (ii) the assumption of specified executory contracts, unexpired leases, trade creditor obligations and employee obligations, and (iii) the payment of (X) \$500,000 in cash to the estates, plus (Y) up to \$100,000 for anticipated chapter 11 administrative expenses of the estates following the closing;
- b) The provision of secured debtor in possession credit facility (the "DIP Facility") comprised of (i) a revolving loan equal to the amount of the Revolving Credit

Facility, plus \$4,000,000, and (ii) term loan in amount equal to the Debtors' obligations under Term Loan A and Term Loan B;

- c) The satisfaction of the claims arising from Term Loan D-1 and Term Loan D-3; and
- d) Approval of competitive sale and bidding procedures that permit the Debtors to solicit higher and better offers for the Purchased Assets (as defined in the Asset Purchase Agreement).

30. The Debtors have filed a motion to consider approval of the Asset Purchase Agreement and sale and bidding procedures. The Asset Purchase Agreement requires that the Court approve the sale on or before April 16, 2007.

II. Necessity for Emergency Hearings on "First Day" Motions

31. Contemporaneously herewith, the Debtors have filed the following "first day" motions (the "First Day Motions"):

- a) Debtors' Ex Parte Motion for Joint Administration;
- b) Debtors' Application for Order Approving the Employment of Kurtzman Carson Consultants, LLC as Agent to the Bankruptcy Court Pursuant to 28 U.S.C. § 156(c), Bankruptcy Rule 2002(f), and Local Rule 2002-1(f);
- c) Debtors' Emergency Motion for Order (1) Authorizing Continued Use of Existing Business Forms and Records; (2) Authorizing Maintenance of Existing Corporate Bank Accounts and Cash Management System; and (3) Extending Time to Comply with 11 U.S.C. § 345 Investment Guidelines;
- d) Motion Of The Debtors And Debtors In Possession For An Order Authorizing The Debtors To Pay Prepetition Wages, Compensation And Employee Benefits Pursuant To Sections 105(a) And 363(b) Of The Bankruptcy Code;
- e) Debtors' Emergency Motion Pursuant to 11 U.S.C. §§ 105(a) and 363(c) for Authorization (i) to Continue to Administer Workers Compensation Insurance and Other Insurance Policies and (ii) to Continue to Pay Claims

to the Extent They Become Due and Payable;

- f) Debtors' Motion for Order Under 11 U.S.C. §§ 105(a) and 366 (I) Prohibiting Utilities from Altering or Discontinuing Services on Account of Prepetition Invoices and (II) Establishing Procedures to Determine Requests for Additional Assurance of Payment;
- g) Motion For Order Authorizing The Debtors To Honor Prepetition Obligations To Customers And To Otherwise Continue Customer Programs;
- h) Motion for Order Authorizing Debtors to Pay Prepetition, Use, Franchise, Trust Fund, and Other Taxes and Similar Obligations;
- i) Debtors' Motion for Order Authorizing Satisfaction of Prepetition Claim of Single Common Carrier
- j) Debtors' Motion for an Order (I) Authorizing Postpetition Financing, Granting Security Interests and According Superpriority Administrative Claim Status, (II) Authorizing Use of Cash Collateral, (III) Modifying Automatic Stay, (IV) Providing Adequate Protection, and (V) Approving the Form of Notice of and Scheduling Final Hearing Pursuant to Bankruptcy Rule 4001(c)(2); and
- k) Emergency Motion for Order (A) Approving Form of Asset Purchase Agreement; (B) Bidding Procedures; and (C) Scheduling Auction and Sale Hearing.

III. Service of First Day Motions

32. Notice of all motions presented to the Court for consideration as First Day Motions was served by hand delivery, facsimile or electronic mail on all parties identified on **Exhibit B** to this Declaration on March 1, 2007.

IV. Motion for Joint Administration

33. The Debtors seek orders directing the joint administration of their chapter 11 cases for procedural purposes only, including the joint filing of any disclosure statements and plans of reorganization and other contested matters, pursuant to Federal Rule of Bankruptcy Procedure 1015(b) and Del. Bankr. L.R. 1015-1.

34. The Debtors are “affiliates” as I understand that term as defined in section 101(2)(A) of the Bankruptcy Code. Group is the parent company of CPP. Adva-Lite, Toppers, CGI, and IAG are wholly-owned subsidiaries of CPP.

35. The issues that will be addressed in these bankruptcy cases will be related and overlapping. Joint administration of these cases will obviate the need for duplicative notices, motions, applications, hearings and orders, and will therefore save considerable time and expense for the Debtors and their estates.

36. The rights of the respective creditors of the Debtors will not be adversely affected by the proposed joint administration because the Debtors will continue as separate and distinct legal entities and will continue to maintain separate books and records. Moreover, each creditor may still file its claim against a particular estate. The rights of all creditors will actually be enhanced by the reduction in costs resulting from joint administration. The Court also will be relieved of the burden of scheduling duplicative hearings, entering duplicative orders and maintaining redundant files. Finally, supervision of the administrative aspects of these chapter 11 cases by the Office of the United States trustee will be simplified.

V. Appointment of Kurtzman Carson Consultants LLC

37. The Debtors seek to approval of their agreement (the “Agreement”) with Kurtzman Carson Consultants LLC (“KCC”) and have KCC appointed as notice, claims, and

balloting agent of the Court. The Debtors believe that KCC is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. The Debtors also believe that KCC has substantial experience in cases of this size and complexity, and has acted as the official notice, claims, and balloting agent in many large bankruptcy cases pending in this District and other districts nationwide. The approval of the Debtors' Agreement with KCC and KCC's appointment as notice, claims, and balloting agent of the Court will facilitate the orderly and efficient management of these cases.

VI. Motions Related to Debtors' Business Operations

A. Cash Management

38. I understand that the Office of the United States trustee has established certain operating guidelines for debtors-in-possession in order to supervise the administration of chapter 11 cases. These guidelines require chapter 11 debtors to, among other things, close all existing bank accounts and open new debtor-in-possession ("DIP") bank accounts, establish one DIP account for all estate monies required for the payment of taxes (including payroll taxes), maintain a separate DIP account for cash collateral, and obtain checks for all DIP accounts that bear the designation, "debtor-in-possession," the bankruptcy case number, and the type of account. These requirements are designed to provide a clear line of demarcation between prepetition and postpetition transactions and operations and to prevent the inadvertent postpetition payment of prepetition claims. The Debtors seek a waiver of these requirements.

39. I further understand that section 345 of the Bankruptcy Code establishes certain requirements with respect to all deposits and investments of money of the estate. The Debtors

seek a forty-five (45) day extension of time to come into compliance with the requirements of section 345 or to request a waiver of such requirements.

40. The Debtors seek a waiver of the requirement that they open a new set of books and records as of the Petition Date because the Debtors respectfully submit that opening a new set of books and records would create unnecessary administrative burdens and would cause unnecessary expense, utilization of resources, and delay. With the use of computer technology, it is now easy to differentiate between pre and post petition transactions by date. In the ordinary course of their businesses, the Debtors use many checks, invoices, stationery, and other business forms. By virtue of the nature and scope of the businesses in which the Debtors are engaged, and the numerous other parties with whom the Debtors deal, the Debtors need to be permitted to use their existing business forms without alteration or change. A substantial amount of time and expense would be required in order to print new checks and other business forms. Fulfillment of the requirement would likely delay payment of post-petition claims and negatively affect operations. Accordingly, the Debtors respectfully request that they be authorized to continue to use their existing business forms and to maintain their existing business records.

41. The Debtors respectfully request authority to maintain their existing bank accounts (each a "Bank Account" or "Account" and collectively, the "Bank Accounts" or "Accounts") and cash management systems (each a "Cash Management System" and collectively, the "Cash Management Systems") in accordance with their usual and customary practices to ensure a smooth transition into chapter 11 with minimal disruption to operations. The Debtors further request authority to continue making foreign exchange transactions in the ordinary course of their business.

42. The Debtors also request authority to close any of the Bank Accounts if, in the exercise of their business judgment, the Debtors determine that such action is in the best interest of their estates.

43. Only if the Bank Accounts are continued with the same account numbers can the transition into chapter 11 be smooth and orderly, with minimal interference with continuing operations. In order to conduct their postpetition businesses, the Debtors need to be able to issue checks to vendors, service providers, employees, and others. To open new accounts and obtain checks for those accounts will cause delay and disruption to the Debtors' businesses. Moreover, as discussed above, a change in the Accounts to which customers wire and route payments could delay the Debtors' receipt of funds needed for operations. By preserving business continuity and avoiding operational and administrative paralysis that closing the existing Bank Accounts and opening new ones would necessarily create, all parties-in-interest, including employees, vendors, and customers, will be best served, and the benefit to the Debtors' estates will be considerable. The confusion that would otherwise result could only work to the detriment of these chapter 11 cases. (Of course, no checks issued prior to the Petition Date are to be honored, except as otherwise provided by separate order of this Court.)

44. The Debtors each employ a Cash Management System in the ordinary course of its business. The Cash Management Systems are similar to those commonly employed by corporate enterprises of size and complexity comparable to the Debtors. All of the Debtors' Bank Accounts are maintained at Bank of America, N.A. ("Bank of America") and each account is subject to a control agreement between Bank of America and the Lenders.

45. A significant majority of customers of Adva-Lite, Toppers and IAG remit payment to "lock box" accounts maintained by each at Bank of America. A few customers

continue to remit payment to the respective offices which are deposited into the respective Debtors' depository account. When the Debtors require cash, the Debtors present a draw request to the Lenders requesting an advance on the Revolver. Subject to the terms and conditions contained in the Financing Agreement, the Lenders make advances into a master account maintained by each subsidiary for foreign exchange transactions and for domestic wire payments; and to the disbursement accounts of each subsidiary as needed to pay presentments.

46. Funds necessary to pay payroll are advanced into each Debtors' respective master Account. ADP, Inc. ("ADP") extracts the amount of the gross payroll (including applicable taxes) from each master Account. ADP then pays employees' salaries by issuing direct deposits and checks to the Debtors' employees. In addition, ADP submits the Debtors' employee and employer related tax withholdings.

47. Each of the Accounts maintained by the Debtors is identified in the attached **Exhibit C**.

48. Each Debtor will open a Utility Deposit Account to provide adequate assurance of payment for future services to the certain utility companies as required by the *Motion for Order under 11 U.S.C. §§ 105(a) and 366(b) (i) Prohibiting Utility Companies from Altering or Discontinuing Service on Account of Prepetition Invoices and (ii) Establishing Procedures To Determine Requests for Additional Adequate Assurance of Payment* filed contemporaneously herewith. In the aggregate, the Debtors will deposit \$84,000, a sum greater than one-hundred percent (100%) of the Debtors' estimated cost of their monthly utility consumption, into this interest-bearing account.

49. The Debtors will continue to maintain records respecting all transfers between and among the Bank Accounts so that all transactions can be ascertained after they have

occurred. In addition, the Debtors will instruct their banks to add the designation, “Debtor-in-Possession” or “DIP” to their current and any future domestic Accounts with each such bank, will treat the Accounts for all purposes as Accounts of the Debtors as DIPs, and will maintain records that recognize the distinction between prepetition and postpetition transfers.

50. To the extent that the Debtors’ cash and investments do not currently comply with the requirements of section 345 of the Bankruptcy Code, the cash and investments are relatively safe because the Debtors’ financial institution is financially stable. Debtors believe that their bank, Bank of America, is an authorized depository. Consequently, an extension of time to determine any actions necessary to comply with section 345(b)’s investment guidelines should pose no risk to the Debtors’ estates or their creditors. Moreover, due to the significant amounts of money that may be in the Bank Accounts from time to time, it would take some time for the Debtors to locate and determine, where necessary, appropriate alternative accounts that satisfy section 345(b). Requiring the Debtors to change their deposits and other procedures abruptly could result in harm to the Debtors, their estates, and their creditors because such change would disrupt the Cash Management Systems. Conversely, the Debtors’ estates and their creditors will not be harmed by the Debtors’ maintenance of the status quo because of the relatively safe and prudent deposit guidelines already utilized by the Debtors. Therefore, a reasonable extension of time to meet the requirements of section 345(b) is justified.

B. Employee Wages and Benefits

51. The Debtors seek authority to pay certain prepetition obligations owed to their employees or those who provide employee benefits, and to honor and continue certain employee benefit programs.

(i) Pre-Petition Wages and Salaries

52. The Debtors have both salaried and hourly employees. Adva-Lite's hourly paid employees are paid weekly, in arrears, which equates to fifty-two (52) pay periods in a calendar year. Adva-Lite's salaried employees are also paid weekly. The gross amount of the Adva-Lite's average weekly payroll is \$59,000. Overtime pay may be granted on a situation-by-situation basis if approved in advance. Both employer and employee taxes related to wages and salaries are paid concurrently with the payment of wages and salaries. Employees received their last paycheck on February 23, 2007, which includes payments of all amounts owed hourly paid employees through February 16, 2007 and salaried paid employees through February 23, 2007. Assuming that all checks cleared, Adva-Lite estimates that total prepetition wages and salaries which remain unpaid as of the Petition Date are approximately \$73,000. The Debtors are not aware of any employees who exceed the \$10,000 cap in wages and benefits.

53. Topper's employees are paid weekly, in arrears, which equates to fifty-two (52) pay periods in a calendar year. The gross amount of Topper's average weekly payroll is \$76,000. Overtime pay may be granted on a situation-by-situation basis if approved in advance. Both employer and employee taxes related to wages and salaries are paid concurrently with the payment of wages and salaries. Employees received their last paycheck on February 23, 2007, which includes payments of all amounts owed through February 16, 2007. Assuming that all checks cleared, Topper's estimates that total prepetition wages and salaries which remain unpaid as of the Petition Date are approximately \$122,000. The Debtors are not aware of any employees who exceed the \$10,000 cap in wages and benefits (other than potentially unpaid vacation).

54. IAG's employees are paid bi-weekly, in arrears, which equates to twenty-six (26) pay periods in a calendar year. The gross amount of the IAG's' average semi-monthly payroll is

\$110,000. Both employer and employee taxes related to wages and salaries are paid concurrently with the payment of wages and salaries. Employees received their last paycheck on February 16, 2007, which includes payments of all amounts owed through February 9, 2007. Thus, IAG's employees are owed wages for the period from February 10, 2007 through the Petition Date. Assuming that all checks cleared, IAG's estimates that total prepetition wages and salaries which remain unpaid as of the Petition Date are approximately \$143,000. The Debtors are not aware of any employees who exceed the \$10,000 cap in wages and benefits (other than potentially unpaid vacation).

55. CPP's hourly employees and certain salaried employees are paid weekly, in arrears, which equates to fifty-two (52) pay periods in a calendar year. Certain CPP salaried employees are paid weekly in a current manner. The gross amount of CPP's average weekly payroll is \$55,000. Both employer and employee taxes related to wages and salaries are paid concurrently with the payment of wages and salaries. Hourly employees and certain salaried employees received their last paycheck on February 23, 2007, which includes payments of all amounts owed through February 16, 2007. Assuming that all checks cleared, CPP estimates that total prepetition wages and salaries which remain unpaid as of the Petition Date are approximately \$52,000. CPP estimates that total prepetition wages and salaries to its remaining salaried employees remains unpaid as of the Petition Date is approximately \$14,000.

56. Certain CPP's senior management employees are paid semi-monthly, which equates to twenty-four (24) pay periods. The gross amount of the Debtors' average semi-weekly payroll is \$45,000. Both employer and employee taxes related to wages and salaries are paid concurrently with the payment of wages and salaries. Employees received their last paycheck on February 28, 2007, which includes payments of all amounts owed through the Petition Date.

57. Adva-Lite, Topper's, IAG and CPP seek to pay the outstanding amounts owed as of the Petition Date for accrued and unpaid wages, salaries and adjustments thereto, including amounts that the Debtors are required by law to withhold from employee payroll checks in respect of federal, state and local income taxes, garnishment contributions, social security and Medicare taxes. A failure to pay any significant employee group would have a very negative impact on employee morale and result in a reduction in performance that would be detrimental to Debtors' service-oriented business.

(ii) Vacation, Sick Leave and Holiday Benefits

58. Based on their tenure, employees accrue up to 3.8 hours per pay period ("PTO"). During periods of unpaid leave of absence or while in unpaid status, PTO does not accrue. Upon termination, employees are paid the value of accrued, unused PTO, up to a maximum of 40 hours.

59. The Debtors seek authority to honor their respective PTO obligations to all employees and crewmembers in the ordinary course of Debtors' business. The Debtors also request authority to permit their employees to use accrued PTO.

(iii) Employee Benefit Plans

60. The Debtors further request authority to preserve all medical, dental, prescription drug, loss of license, life insurance and disability benefits provided to their employees. The Debtors request authority to pay, from time to time, as and when due, certain pre-petition dental claims under a self-funded dental insurance plan as well as to continue paying, as and when due, all premiums, expenses, and employee wage deductions related to medical, dental, disability and dismemberment insurance, workers' compensation and life insurance benefits (collectively, "Medical and Insurance Benefits") for their employees and their eligible dependents.

61. Medical insurance is provided to the majority of the Debtors' employees. Toppers, IAG, Adva-Lite outside sales team and CPP employees are insured by Aetna. The remaining Adva-Lite employees are insured by Humana Health Insurance Florida. Employees may also elect to have dental coverage. Dental coverage is provided for all employees through Aetna. The amount of the employee's contribution to his or her insurance coverage varies depending on the plans in which the employee elects to participate and whether or not the employee's spouse or dependents are covered. The Debtors' monthly contribution (including both employee and employer contributions) is approximately \$167,000 for medical plan premiums and \$12,000 for dental plan premiums.

62. The Debtors believe it is critical that they be authorized to continue making these payments on medical and dental plans on a regular basis as and when they come due. Debtors must pay the insurance premiums to retain employees and minimize disruption of Debtors' business. If Debtors fail to pay these insurance premiums, the health care service providers will seek payment directly from Debtors' employees and might refuse to provide continuing medical services or treatment to them. Employees and their dependents who have sought health care services in reliance on their insurance will be dismayed, frightened, and financially devastated if their medical services are affected by the bankruptcy.

63. The Debtors provide basic life and accidental death and dismemberment insurance to all employees through Prudential Group Insurance, which are fully paid by the Debtors. The Debtors also allow employees to elect to purchase supplemental life for themselves and/or their dependents. The Debtors also provide both short and long term disability insurance to all employees who work at least thirty (30) hours per week.

64. The Debtors also carry Workers' Compensation Insurance, the annual premium of \$291,873 has been paid for the period November 1, 2006 through February 28, 2007. The Debtor has entered into a Premium Finance Agreement with Imperial Premium Finance, Inc., allowing it to pay the Workers' Compensation and General Liability Insurances in nine equal installments of \$30,546.05, inclusive of finance charges and a \$66,403.80 initial payment. As of the Petition Date, the Debtor has five installments remaining on its Premium Finance Agreement totaling \$152,730; with the next payment due on March 1, 2007.

65. Permission to pay the Employee Medical and Insurance Benefits is particularly necessary for those employees who currently are receiving services or who are recuperating from recent medical treatment. In addition, these employees might not receive disability income replacement payments. The morale of the Debtors' employees would be seriously undermined if medical or insurance benefits were interrupted. More importantly, however, the Debtors desire to avoid the risk that their employees will not be given needed treatment because health care providers have not been paid for pre-petition services rendered to them and their families.

(iv) Retirement Savings, Additional Insurance Program and Flexible Spending Accounts.

66. Similar to the benefits of other major business corporations, all of the Debtors' employees are entitled to contribute through payroll deductions to a 401(k) plan administered by Standard Insurance Company and to contribute to Flexible Spending Accounts³ administered by Ceridian Benefits Services. In the case of the 401(k) plan, the Debtors make deductions from an employee's payroll check and pays those funds, along with any required employer contributions, to Standard Insurance Company within three (3) business days, or sooner, after the payroll date.

³ Flexible Spending Accounts allow employees to contribute pre-tax dollars for reimbursement of qualified dependent care expenses and medical expenses not covered by insurance.

The amounts paid as a result of the Debtors' employee contributions is typically around \$82,000 per month.

67. The Debtors offer employees the option to deposit funds in a Flexible Spending Account from which an employee can seek reimbursement from untaxed funds for the payment of uncovered medical expenses or deductibles and dependant care expenses. The Debtors forward these amounts to Ceridian Benefits Services which administers the Flexible Spending Account, as they become needed to pay employee reimbursement claims. The annual 2007 enrollment in the Flexible Spending Account is \$44,000.

68. Finally the Debtors offer the employees the ability to purchase, at their own expense – paid via payroll deductions, supplemental voluntary insurance via its agreement with Colonial Supplemental Insurance. The Debtors estimate that the annual 2007 enrollment in the supplemental voluntary insurance program totals \$91,000.

69. Debtors request authority to forward all employee wage deductions for 401(k), Flexible Spending Accounts and supplemental voluntary insurance to the appropriate program administrator.

(v) Expense Reimbursement

70. Adva-Lite has a corporate credit card program. The corporate cards are used by certain members of management and certain sales representatives to pay for business related expenses. The cards are nonetheless recourse to each holder and impact each employee's personal credit history. In addition, employees occasionally incur qualified company expenses on their personal credit cards or for cash. The Debtors seek authority to reimburse all employees for prepetition or postpetition expenses incurred on behalf of the Debtors. The Debtors estimate that up to \$15,000 is currently owed to employees for qualified expense reimbursement.

(vi) Other Amounts Withheld from Employees

71. The Debtors also routinely and ordinarily make deductions from employees' paychecks relating to federal, state, and local tax withholdings, child support orders or garnishments, union dues and the like. The Debtors request authority to pay over to the appropriate parties all such funds in accordance with existing company policies and practices.

72. The Debtors are engaged in a highly competitive business and depend on their ability to retain their existing skilled and dedicated employees. Absent the relief requested herein, existing employees and their families will suffer undue hardship because the funds requested to be paid are needed to enable the employees and their families to meet their financial obligations and to maintain their life and health insurance. If the requested relief is not granted, many of the Debtors' employees may seek other employment. The Debtors' ability to preserve their businesses and assets and ultimately reorganize will be adversely affected if they are unable to retain their dedicated and loyal employees. Accordingly, it is critical that any hardship and disruption caused by this chapter 11 proceeding be minimized in order to preserve morale and maintain the Debtors' workforce.

C. Insurance Policies

73. The Debtors seek authority, in the exercise of their reasonable business judgment, (i) to continue to administer workers compensation insurance, general liability insurance, and directors and officers insurance policies, and (ii) to continue to pay claims and/or premiums to the extent they may become due and payable according to the terms of such policies. The Debtors further request authority to pay all such amounts in the ordinary course of their business. The Debtors believe that the relief requested is necessary and appropriate under the circumstances.

(i) The Workers Compensation Insurance Policies

74. The Debtors maintain certain workers compensation insurance policies and programs (“Workers Compensation Insurance”) in various states throughout the United States in the ordinary course of business. The Workers Compensation Insurance policies provide for the periodic payment of premiums on a monthly basis. The Debtors’ premiums under the Workers Compensation Insurance are paid through February 28, 2007.

75. It is essential to the Debtors’ continued operation and reorganization efforts that the Workers Compensation Insurance be maintained on an ongoing and uninterrupted basis. In maintaining those obligations, it is crucial that the administrative fees paid to providers and the premiums paid to the states on behalf of the various state-wide workers compensation programs are continued and maintained by the Debtors. The risk that eligible claimants will not receive payments with respect to employment-related injuries may have a devastating effect on the financial well-being and morale of the employees, and their willingness to remain in the Debtors’ employ. Departures by employees at this critical time may result in a severe disruption of the Debtors’ business to the detriment of all parties in interest. Maintenance of the Workers Compensation Insurance is also mandatory under the terms of the secured credit documents, the United States Trustee guidelines, and various state and federal laws.

(ii) The General Liability Insurance Policies

76. The Debtors also maintain certain general liability insurance policies (the “General Liability Insurance”) for comprehensive and excess general liability, professional liability, building and personal property liabilities, war risk, and commercial automobile coverage. The General Liability Insurance policies provide for the periodic payment of premiums on a monthly, quarterly, semi-annual or other basis, depending on the specific policy

and program. The Debtors' premiums under the General Liability Insurance are paid through February 28, 2007.

77. The Debtors must also maintain their General Liability Insurance, which provides a comprehensive range of coverage for the Debtors and their properties. If those policies were allowed to lapse, the Debtors would be exposed to substantial liability for any damages resulting to persons or property of the Debtors and others, and the Debtors would have to bear the costs and expenses of defense litigation. Maintenance of the General Liability Insurance will be required by the United States trustee.

(iii) The Directors and Officers Insurance Policies

78. The Debtors also maintain certain directors and officers insurance policies (the "D&O Insurance"). All premiums and other amounts due under the D&O Insurance prepetition have been paid.

79. The Debtors believe that all premiums due under the Workers Compensation, General Liability, and D&O Insurance policies have been paid. The maintenance of the Workers Compensation, the General Liability, and the D&O Insurance and the payment of all premiums and amounts and continuance of the various administration programs serves the best interests of the Debtors' estates. Maintenance of General Liability, and Workers Compensation insurance is required by the United States trustee's guidelines and federal and state law as a condition of operations.

D. Utilities

80. Like all businesses, the Debtors receive certain utility services from various utility companies (the "Utility Companies"). The Debtors request entry of an order (i) prohibiting the Utility Companies from altering or discontinuing service on account of prepetition invoices and

(ii) deeming a utility deposit account to provide the Utility Companies with adequate assurance of payment, but establishing procedures for Utility Companies to request additional adequate assurance of payment.

81. To provide adequate assurance of payment for future services to the Utility Companies, the Debtors will deposit \$84,000, a sum greater than one-hundred percent (100%) of the Debtors' estimated cost of their monthly utility consumption into an interest-bearing account (the "Utility Deposit Account"). The Debtors estimate that their average monthly payments to the Utility Companies aggregate approximately \$84,000.

82. If a Utility Company is not satisfied that the establishment of the Utility Deposit Account provides them with adequate assurance of future payment, the Debtors propose certain procedures (the "Procedures") for the Utility Company to make additional requests for adequate assurance.

83. The Utility Companies service the Debtors' locations. Uninterrupted utility services are essential to ongoing operations, and, therefore, to the conduct of these bankruptcy cases.

84. Should the Utility Companies refuse or discontinue service, even for a brief period, the Debtors' business operations could be severely disrupted. If such disruption occurred, the impact on the Debtors' business operations and revenue would be extremely harmful and would jeopardize the Debtors' reorganization efforts. It is therefore critical that Utility Services continue uninterrupted.

85. Although the Debtors anticipate that the cash flow from their ongoing business operations and the proceeds of the debtor in possession loan will be sufficient to allow them to satisfy all administrative expenses, including postpetition utility bills, on a current and ongoing

basis, the Debtors have established the Utility Deposit Account to provide the Utility Companies with adequate assurance of payment for future services. The Debtors recognize, however, that certain Utility Companies may not be satisfied that the Utility Deposit Account provides them with adequate assurance of payment. The Procedures provide a fair, reasonable, and orderly mechanism for the Utility Companies to seek additional adequate assurance, while temporarily maintaining the status quo for the benefit of all stakeholders.

E. Customer Programs

86. The Debtors request entry of an order that authorizes, but does not direct, the Debtors, in their business judgment, (a) to perform and honor their prepetition obligations related to the Customer Programs as they see fit, (b) to continue, renew, replace, implement new, and/or terminate such of the Customer Programs as they see fit, in the ordinary course of business, without further application to the Court, and (c) pay certain prepetition royalty obligations in order to ensure continued receipt and the lawful sale of branded products. The Debtors provide rebates and advertising allowances to substantially all of their key distributors (collectively, the "Customer Programs") that cost very little but generate significant benefits for the Debtors.

87. The Debtors believe that of the Petition Date, their liabilities in regard to Customer Programs approximate \$790,000.

88. Honoring these Customer Programs is essential to the Debtors' operations and to the preservation of critical relationships with distributors of the Debtors' product lines. In the ordinary course of their businesses, the Debtors provide rebates and advertising allowances to sustain important trading relationships in the marketplace for their goods. The Debtors' business operations and the success of their reorganization depend on the maintenance of customer loyalty. The continuation of the Customer Programs is important to the Debtors' ability to

maintain the loyalty of their existing customer base and to attract new customers. The Debtors believe that the bankruptcy filing itself could negatively influence customers' attitudes and behavior toward their services unless the Debtors can take the measures requested by this Motion to alleviate customer concerns. In particular, the Debtors' goodwill and ongoing business relationships may erode if their customers perceive that the Debtors are unable or unwilling to fulfill the prepetition promises they have made through the Customer Programs.

89. The Debtors desire to continue during the postpetition period those Customer Programs that were beneficial to their businesses and cost-effective during the prepetition period. Such relief is necessary during the postpetition period to preserve the Debtors' business relationships and goodwill for the benefit of the estates. For these and for the other reasons set forth herein, it is in the best interests of the Debtors, their estates and their creditors to honor prepetition obligations of the Customer Programs and to continue the Customer Programs as they see fit in the ordinary course of business.

F. Prepetition Use and Franchise Taxes

90. The Debtors request the Court enter an order authorizing, but not directing, the Debtors to pay prepetition use, franchise, trust fund and other taxes and similar obligations (the "Taxes" and "Fees")⁴, as detailed herein, in the ordinary course of the Debtors' businesses.

91. In addition, the Debtors request that (i) to the extent the Debtors have paid certain taxes which should not have been paid, the Court authorize the Debtors to seek a refund of such taxes, and (ii) to the extent that the Debtors dispute any such pre-petition tax, the Court authorize the Debtors to set aside, in a segregated account, funds to pay the subject tax until a final determination is made as to whether the Debtors are obligated to pay the subject tax.

⁴ As re-sellers, the Debtors do not have any sales tax liabilities.

92. The Debtors believe that the failure to pay the Taxes and Fees could have a material adverse impact on their ability to operate in the ordinary course of business. The Debtors operate across the United States and disputes relating to Taxes and Fees could impair the Debtors' ability to conduct business in a particular jurisdiction, which would in turn adversely affect the Debtors' ability to operate as a whole.

93. The Debtors request that they be authorized, but not directed, to pay the Taxes and Fees to the relevant authorities in the ordinary course of business. Nothing herein, however, shall preclude the Debtors from contesting, in their sole discretion, the validity and amount of any Taxes and Fees under bankruptcy or non-bankruptcy law.

G. Common Carrier

94. The Debtors request the Court enter an Order authorizing, but not directing, them to pay in their sole discretion the valid prepetition claim or any portion thereof of their sole domestic and international common carrier—UPS Systems Solutions, Inc. (“UPS”). The Debtors use UPS in the ordinary course of business for shipment, transport and delivery of goods that are critical to the sale of merchandise and the timely shipping and delivery of goods used and sold in the ordinary course of the Debtors' business.

95. Prior to the Petition Date, the Debtors performed an analysis of (i) retail merchandise (the “Retail Merchandise”) that was in transit or needed to be shipped by UPS, (ii) the anticipated amount of payments that would be necessary for the Debtors to receive the Retail Merchandise in transit, and (iii) the anticipated amount of payments that would be necessary for the Debtors to continue receiving the services provided by the Common Carrier. The Debtors have determined that UPS is absolutely necessary to the continued shipping, delivery and return of goods used or sold in the ordinary course of the Debtors' business.

96. The total estimated amount owed to UPS is \$919,000 and the maximum amount required to obtain or deliver Retail Merchandise in transport or needed to be shipped by UPS is approximately \$750,000. The Debtors, in their discretion, shall undertake appropriate efforts to cause UPS to acknowledge in writing that payment of its prepetition claim is conditioned upon UPS continuing to supply goods and services to the Debtors on trade terms that, at a minimum, UPS provided to the Debtors on a historical basis prior to the Petition Date, or such other trade practices and programs that are at least as favorable to the Debtors as those in effect prior to the Petition Date, and the Debtors reserve the right to negotiate new trade terms with UPS as a condition to payment of the prepetition claim.

H. Post-Petition Financing

97. The Debtors have been unable to obtain unsecured credit. The Debtors do not have sufficient liquidity to operate their businesses. The Debtors require financing to operate, pay their post-petition expenses and preserve the value of their businesses. The Lenders have agreed to provide the Debtors with cash advances and other extensions of credit in an aggregate principal amount of (i) on interim basis, up to \$4.0 million, plus the Pre-Petition Revolving Loan Obligation (the "Interim DIP Facility"), and (ii) on a final basis, the Initial DIP Facility, plus an amount sufficient to pay the Term Loan A Obligations and the Term Loan B Obligations (together, the "DIP Credit Facility"). Approval of the DIP Credit Facility is necessary in order to avoid immediate and irreparable harm to the Debtors and their estates. The Debtors need access to the DIP Credit Facility in order to meet their post-petition working capital needs and to preserve the value of their bankruptcy estates for the benefit of creditors.

98. Despite best efforts, the Debtors are unable to procure the credit required to fund their post-petition business operations in the form of unsecured credit or unsecured credit with an administrative expense priority under Bankruptcy Code section 503(b)(1).

99. The financing contemplated by the DIP Credit Facility benefits the Debtors' bankruptcy estates and their creditors. It is critical to the preservation and enhancement the Debtors' businesses and going concern value. With the credit provided under the DIP Credit Facility, the Debtors will be able to obtain services in connection with their operations, including paying their employees, maintaining adequate cash balances, and operating their business in order to preserve the ongoing value of their assets and enterprise for the benefit of all creditors.

100. The implementation of the DIP Credit Facility will be viewed favorably by the Debtors' employees and customers, thus helping to promote the Debtors' successful reorganization. Without the financing furnished by the DIP Credit Facility, the Debtors will not be able to meet their payroll and other direct operating expenses, will suffer irreparable harm, and their effort to maximize value for all stakeholders through an organized sale process will be jeopardized. The terms and conditions of the DIP Credit Facility and related DIP Loan Documents are fair and reasonable and were negotiated by the parties in good faith and at arm's length.

I. Bidding and Sale Procedures

101. The Debtors commenced these bankruptcy proceedings to facilitate a prompt sale of their businesses as going concerns, in order to maximize value, preserve jobs and protect the interests of all stakeholders. The Debtors believe they have a valuable distribution franchise that can be preserved through an orderly sale process. The Debtors retained Houlihan Lokey approximately six months ago and promptly commenced a comprehensive sale process. The

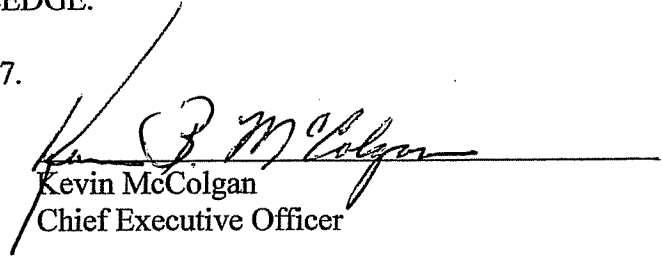
Debtors believe that such a transaction will best be facilitated pursuant to Section 363 of Bankruptcy Code.

102. In order to assure that the Debtors proceed with an orderly marketing and sale process, the Debtors have proposed bidding and sale procedures (together, the "Bidding Procedures"). I am advised that the Bidding Procedures proposed by the Debtors are consistent with bidding procedures approved by this and other courts in cases similar to the Debtors. I also believe the expense reimbursement payable to the Purchaser in the amount of \$500,000 in the event the Debtors receive other qualified bids is reasonable in light of the time and expense that the Purchaser has invested in negotiating the Asset Purchase Agreement and in advancing the transactions contemplated thereby.

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I DECLARE UNDER PENALTY OF PERJURY THAT FOREGOING IS TRUE AND
CORRECT TO THE BEST OF MY KNOWLEDGE.

Signed this 21st day of February, 2007.



Kevin McColgan
Chief Executive Officer