



ENTERED
03/19/2014

**Good catch, IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:	§ Chapter 11
	§
TMT PROCUREMENT CORPORATION,	§ Case No.: 13-33763
<i>et al.</i> , ¹	§
	§
Debtors.	§ (Jointly Administered)

**STIPULATION AND AGREED ORDER (I) DIRECTING THE EXECUTION
OF DOCUMENTS RELATED TO (A) THE PLAN OF REORGANIZATION FOR THE
HANDY DEBTORS AND (B) B MAX CORPORATION, AND
(II) AUTHORIZING AND DIRECTING THE APPOINTMENT OF
A DESIGNEE FOR EXECUTION THEREON PURSUANT TO
FEDERAL RULES OF BANKRUPTCY PROCEDURE 9014(c) AND 7070**

This Stipulation and Agreed Order (the “Order”) is entered into between (i) A Handy Corporation, B Handy Corporation and C Handy Corporation (the “Handy Debtors”) and CVI CVF II Lux Master S  rl (“CVI”), in its capacity as the “Majority Secured Facility Lender” as such term is defined in the *Joint Plan of Reorganization for A Handy Corporation, B Handy Corporation and C Handy Corporation* (the “Handies Plan”, Dkt. No. 1151) and (ii) between B Max Corporation (“BMC”) and EOC Lux Finance S  rl (“EOC”) in its capacity as post-petition lender under the *Final Order (I) Authorizing Post-Petition Secured Financing to B Max Corporation and (II) Providing Related Relief with Respect Thereto* (the “B Max DIP Order”,

¹ The Debtors in these Chapter 11 Cases (defined herein) are: (1) A Whale Corporation; (2) B Whale Corporation; (3) C Whale Corporation; (4) D Whale Corporation; (5) E Whale Corporation; (6) G Whale Corporation; (7) H Whale Corporation; (8) A Duckling Corporation; (9) F Elephant Inc.; (10) A Ladybug Corporation; (11) C Ladybug Corporation; (12) D Ladybug Corporation; (13) A Handy Corporation; (14) B Handy Corporation; (15) C Handy Corporation; (16) B Max Corporation; (17) New Flagship Investment Co., Ltd.; (18) RoRo Line Corporation; (19) Ugly Duckling Holding Corporation; (20) Great Elephant Corporation; and (21) TMT Procurement Corporation.

Dkt. No. 1203), pursuant to Rules 9014(c) and 7070 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules” and each a “Bankruptcy Rule”).

RECITALS

A. On June 20, 2013 (the “Petition Date”), the Debtors commenced voluntary cases (the “Chapter 11 Cases”) under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”).

B. On June 25, 2013, the Court entered the *Order Granting Debtors’ Motion for Joint Administration* [Docket No. 29] (as amended and supplemented, the “Joint Administration Order”). Pursuant to the Joint Administration Order, the Court directed the joint administration of each of the Debtors’ cases under one docket which is currently fashioned *In re TMT Procurement Corporation et al.*, Chapter 11 Case No. 13-33763.

C. Upon the commencement of the Chapter 11 Cases, the Debtors each submitted to the jurisdiction of the Court and, to the extent a Debtor is an owner of a vessel (each, a “Vessel”), the Court retains jurisdiction over such Vessel. Specifically, and without limitation, the Court retains jurisdiction as to the Vessels and their related Debtor-owners (the “Vessel Debtors”) as set forth in schedule attached hereto as **Exhibit A**.

D. On February 27, 2014, the Handy Debtors filed the Handies Plan. The Handies Plan contemplates, among other things, the creation of Holdco (as such term is defined in the Handies Plan), the cancellation of the existing equity in the Handy Debtors, and the issuance of new equity in the Handy Debtors to Holdco, and the entrance and execution of a new exit facility. The transactions and documents necessary or desirable in connection with the Handies Plan and its effectiveness, and the transfer of ownership of the Handy Debtors, including the

Corporate Governance Documents (as defined in the Handies Plan), are collectively referred to as the “Corporate Transactions”.

E. On March 7, 2014, the Court entered the B Max DIP Order. The B Max DIP Order requires BMC to “execute and deliver promptly upon demand to the B Max DIP Lender all Perfection Documents that the B Max DIP Lender may reasonably request” (B Max DIP Order ¶ 11). The B Max DIP Order also gives EOC the right to compel compliance with the B Max DIP Order, “including seeking to compel B Max to cooperate and execute any sale documents or other materials as required to cooperation in the sale process....” (B Max DIP Order ¶ 29).

F. Bankruptcy Rule 9014(c) authorizes the court to direct the application of certain of the Bankruptcy Rules to contested matters, including, without limitation Bankruptcy Rule 7070. Bankruptcy Rule 7070 incorporates Rule 70 of the Federal Rules of Civil Procedure (the “Federal Rules” and each a “Federal Rule”), and authorizes the Court to, among other things, order “a party . . . to deliver a deed or other document, or to perform any other specific act . . . by another person appointed by the court. *When done, the act has the same effect as if done by the party.*” Bankruptcy Rule 7070(a) (incorporating FED. R. CIV. P. 70(a)) (emphasis added).

G. In order to effectuate the purposes and requirements set forth in the Handies Plan and in the B Max DIP Order, Evan D. Flaschen, counsel to the Debtors (in his capacity as designee, the “Designee”), shall be designated and appointed by the Court as the attorney-in-fact on behalf of each of the Handy Debtors and BMC to execute any documents necessary to effectuate the purposes of the Handies Plan and the B Max DIP Order pursuant to Bankruptcy Rule 7070.

STIPULATION AND ORDER

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE, AND IT IS HEREBY ORDERED AND ADJUDGED THAT:

1. Pursuant to Bankruptcy Rules 9014(c) and 7070, Federal Rule 70 shall apply to this matter.

2. Pursuant to Bankruptcy Rule 7070 and the jurisdiction of this Court over the Handy Debtors and their Vessels, Evan D. Flaschen is hereby appointed as the Designee for, and is authorized and directed to act as attorney-in-fact on behalf of, the Handy Debtors in connection with execution of agreements, instruments and other documents with respect to the Corporate Transactions.

3. Without limiting the foregoing, the Designee shall be entitled to execute the “Agency Services Proposal” in connection with the new facility and the exit facility under the Handies Plan.

4. Pursuant to Bankruptcy Rule 7070 and the jurisdiction of this Court over the BMC and its Vessel, Evan D. Flaschen is hereby appointed as the Designee for, and is authorized and directed to act as attorney-in-fact on behalf of, BMC in connection with the execution of any documents requested by EOC pursuant to the B Max DIP Order or otherwise required to effectuate the purposes and requirements set forth in the B Max DIP Order, including any mortgage for the Vessel, documents related to the settlement of the cargo claims, and settlement of any other claims and consummation of a sale. Such actions, when done, shall have the same effect as if done by BMC, as applicable.

5. Without limiting the foregoing, the Designee shall be entitled to execute, on behalf of BMC, any settlement agreement, court pleadings and instructions to Chinese counsel (Wang Jing & Co.) with respect to a settlement with Guangxi Huiyu Oils and Grains Industries

Co., LTD before the Beihai, China maritime court, and with respect to the release of the B Max Vessel from arrest as a result of such settlement.

6. The Designee shall be entitled conclusively to assume that all documents presented to him are true, correct, appropriate, and reasonably necessary or desirable to effect the purposes and requirements of the Handies Plan or the B Max DIP Order, as the case may be, regardless of their title or contents. In no event shall the Designee or Bracewell & Giuliani LLP (the law firm in which the Designee is a partner) be responsible for the truth, correctness, appropriateness, necessity, desirability or, once signed and recorded, the effectiveness of any documents authorized to be executed hereunder.

7. At any time the Designee shall be entitled in his sole discretion to seek a further order of the Court before carrying out any such further actions which relief shall be sought on an emergency basis with a request to be heard as soon as the Court's calendar permits, including via a telephonic hearing.

8. The Handy Debtors, BMC and their respective officers, employees and agents are authorized and directed promptly to take, or refrain from taking, such acts as may be requested to assist the Designee to comply with this directions given herein.

9. To the maximum extent permissible at law, neither the Designee nor his law firm shall have any liability of any kind or nature for taking any action related to the Corporate Transactions or that the Designee is required or authorized to take in accordance with this Order, including the execution of any documents and the carrying out of further actions that CVI or EOC requests under this Order, even if it later proves that any such request was inappropriate or incorrect.

10. The Handy Debtors and BMC shall indemnify and hold harmless the Designee to the fullest extent lawful, from and against all costs, fees, expenses, damages, and liabilities, joint or several (including defense costs), associated with any claim relating to or arising as a result of the execution of any document authorized hereunder, or any actions taken or omitted to be taken by the Designee in connection with the Designee's compliance with this Order (collectively called the "Losses"). This provision is intended to apply regardless of the nature of any claim (including contract, statute, any form of negligence, whether of the Handy Debtors, BMC, the Designee, or others, tort, strict liability or otherwise), except to the extent such Losses are finally judicially determined by a court of competent jurisdiction to be the result of the gross negligence or willful misconduct of the Designee. In no event shall the Designee have any responsibility for any special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). This paragraph shall apply regardless of the nature of any claim(s) (including contract, statute, any form of negligence, tort, strict liability or otherwise), regardless of any failure of the essential purpose of any remedy and whether or not the Designee was advised of the possibility of the damage or loss asserted, but shall not apply to the extent finally determined to be prohibited by applicable law.

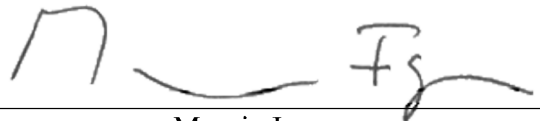
11. The Handy Debtors and BMC shall not, without the Designee's prior written consent, settle, compromise, or consent to the entry of any judgment in any pending or threatened claim, action, or proceeding in respect of which indemnification could be sought hereunder (whether or not the Designee is an actual or potential party to such claim, action, or proceeding), if such settlement, compromise, or consent does not include an unconditional release of the Designee from all liability arising out of such claim, action, or proceeding. Promptly after receipt by the Designee claiming the benefit of this provision of notice of its

involvement in any action, proceeding, or investigation, the Designee shall, if a claim in respect thereof is to be made against the Handy Debtors or BMC under the preceding paragraph, notify BMC in writing of such involvement; provided, however, that failure by the Designee to so notify the Handy Debtors or BMC shall not relieve the Handy Debtors or BMC from any liability hereunder, except to the extent that the Handy Debtors or BMC are prejudiced thereby, and shall not in any event relieve the Handy Debtors or BMC from any other obligation or liability that they may have to the Designee otherwise than under this Order. The Handy Debtors or BMC (as the case may be) and their counsel, who shall be reasonably satisfactory to the Designee, shall be entitled to participate therein with the Designee and its counsel. To the extent they wish, the Handy Debtors or BMC shall be entitled to assume the defense of any action that is the subject of the preceding sentence with counsel reasonably satisfactory to the Designee, and, if they elect to do so, the Handy Debtors or BMC shall be thereafter relieved of any further obligation for the payment of the fees and expenses of the Designee's counsel; provided, however, that the Designee shall be entitled to continued separate counsel at the Designee's own expense.

12. The indemnity and other obligations and agreements of the Handy Debtors and BMC set forth herein shall be in addition to any obligation or liability that the Handy Debtors, BMC or the Debtors may otherwise have to the Designee, and shall survive the completion of the services described in this Order.

13. CVI, EOC and the Court acknowledge that Designee asserts that he is agreeing to be designated based upon certain emergency circumstances involving the principal of the Handy Debtors and BMC.

14. This Court shall retain jurisdiction over all matters arising from or related to the interpretation and implementation of this Order.



Marvin Isgur
United States Bankruptcy Judge

SO ORDERED as of this _____ day of March, 2014

MARVIN ISGUR
UNITED STATES BANKRUPTCY JUDGE

Dated: March 18, 2014

BRACEWELL & GIULIANI LLP

/s/ William A. (Trey) Wood III

William A. (Trey) Wood III
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Jason G. Cohen
Texas Bar No. 24050435
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Counsel for the Debtors and Debtors-in-Possession

MILBANK, TWEED, HADLEY & McCLOY LLP

/s/ Abhilash M. Raval

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*Counsel for CVI CVF II Lux Master Sàrl and
EOC Lux Financing Sàrl*

EXHIBIT ASchedule of Vessels by Vessel Debtor/Owner

DEBTOR/OWNER	VESSEL NAME	IMO NUMBER	REGISTRY	OFFICIAL NUMBER
A Handy Corp.	<i>A HANDY</i>	9464948	Republic of the Marshall Islands	4229
B Handy Corp.	<i>B HANDY</i>	9464950	Republic of the Marshall Islands	4230
C Handy Corp.	<i>C HANDY</i>	9471795	Republic of the Marshall Islands	4231
B Max Corp.	<i>B MAX</i>	9510694	Republic of the Marshall Islands	4344

United States Bankruptcy Court
Southern District of Texas

In re:
TMT Procurement Corporation
Official Committee of Unsecured Creditor
Debtors

Case No. 13-33763-mi
Chapter 11

CERTIFICATE OF NOTICE

District/off: 0541-4

User: adol
Form ID: pdf002

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Total Noticed: 38

Date Rcvd: Mar 19, 2014

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 21, 2014.

db +A Duckling Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +A Handy Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +A Ladybug Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +A Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +B Handy Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +B Max Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +B Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +C Handy Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +C Ladybug Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +C Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +D Ladybug Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +D Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +E Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +F Elephant Inc., 5005 Woodway Dr., Houston, TX 77056-1740
db +G Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +Great Elephant Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +H Whale Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +New Flagship Investment Co Ltd, 5005 Woodway Dr., Houston, TX 77056-1740
db +RoRo Line Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +TMT Procurement Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
db +Ugly Duckling Holding Corporation, 5005 Woodway Dr., Houston, TX 77056-1740
aty +Benjamin Blaustein, Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004-1485
aty Dominik Sklenar, Latham and Watkins LLP, 18th Floor, One Exchange Square,
8 Connaught Place, Central, HONG KONG
aty +James D. Kleiner, Hill, Betts & Nash LLP, One World Financial Center, 200 Liberty Street,
NYC, NY 10281-0009
aty +Mark M. Jaffe, Hill, Betts & Nash LLP, One World Financial Center, 200 Liberty Street,
NYC, NY 10281-0009
aty +William F Dougherty, Burke & Parsons, 100 Park Avenue 30th Floor, New York, NY 10017-5516
cr Clearlake Shipping Pte Ltd, c/o Baker & Hostetler, LLP, ATTN: Pamela Gale Johnson,
811 Main Street, Suite 1100, Houston, TX 77002-6111
cr Deutsche Bank AG, London Branch, c/o Deutsche Bank AG, Hong Kong Branch,
Level 60, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong,
PEOPLE'S REPUBLIC OF CHINA
cr Gunvor Singapore Pte, Ltd, c/o Baker & Hostetler, LLP, ATTN: Pamela Gale Johnson,
811 Main Street, Suite 1100, Houston, TX 77002-6111
intr +John Ashmead, One Battery Park Plaza, New York, NY 10004-1461
intp +Latham & Watkins LLP, 885 Third Avenue, New York, NY 10022-4874
cr +MRMBS II LLC, 2200 Ross Avenue, Suite 2800, Dallas, TX 75201-2750
asee +OCM Formose Strait Holdings Ltd, c/o Oaktree Capital Management LP, Attn William Melanson,
333 So Grand Avenue, 28th floor, Los Angeles, CA 90071-1530
cr SC Lowy Primary Investments, Ltd., Unit 1401, 28 Queen's Road, Central, Attn: Steve Lyons,
Hong Kong, PEOPLE'S REPUBLIC OF CHINA
crcm +Seward & Kissel LLP, One Battery Park Plaza, New York, NY 10004-1485, U.S.A.

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

aty +E-mail/Text: simon.lin@bgllp.com Mar 19 2014 21:59:40 Bracewell & Giuliani LLP,
711 Louisiana St., Ste. 2300, Houston, TX 77002-2849
intp +E-mail/Text: tammie.bennett@wolterskluwer.com Mar 19 2014 21:59:27 C T Corporation,
111 Eighth Avenue, 13th Floor, New York, NY 10011-5213
intp +E-mail/Text: dneier@winston.com Mar 19 2014 21:59:42 Macquarie Bank Limited,
c/o Winston & Strawn LLP, 200 Park Avenue, New York, NY 10166-0005

TOTAL: 3

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty Co-Counsel for the Official Committee of Unsecured
intp AlixPartners, LLP
fa AlixPartners, LLP
cr BHP Billiton Marketing AG
cr BP Marine Limited
cr Bank Sinopac
cr COSCO Manning Cooperation, Inc.
intp CVI CVF II Lux Master Sarl
asor Chinatrust Commercial Bank Co Ltd
op Epiq Bankruptcy Solutions LLC
fa FTI Consulting, Inc
cr First Commercial Bank Co., Ltd.
cr Gard P. & I. (Bermuda) Ltd.
wit HSIN-CHI aka NOBU SU SU
intp Hsin-Chi Su
cr Hyundai Heavy Industries Co., Ltd.
intp Hyundai Mipo Dockyard Co., Ltd.
intp Hyundai Samho Heavy Industries Co., Ltd.

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***** BYPASSED RECIPIENTS (continued) *****

asor JPMorgan
asee JPMorgan Chase Bank NA
cr Mega International Commercial Bank Co., Ltd.
cr Official Committee of Unsecured Creditors of TMT US
crcm Official Committee of Unsecured Creditors of TMT P
cr Shanghai Commercial & Savings Bank
cr The Shipping Corporation of India
intp Vantage Drilling Company, Inc.
cr ##+Cathay United Bank, Allen YL Peng, 725 S. Fgueroa Street, Suite 4150,
Los Angeles, CA 90017-5441

TOTALS: 26, * 0, ## 1

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Addresses marked '##' were identified by the USPS National Change of Address system as undeliverable. Notices will no longer be delivered by the USPS to these addresses; therefore, they have been bypassed. The debtor's attorney or pro se debtor was advised that the specified notice was undeliverable.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 9): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 21, 2014

Signature: /s/Joseph Speetjens**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 19, 2014 at the address(es) listed below:

Alfredo R Perez on behalf of Creditor BHP Billiton Marketing AG alfredo.perez@weil.com,
chris.lopez@weil.com;gayle.mitchel@weil.com
Anacarolina Estaba on behalf of Creditor Shanghai Commercial & Savings Bank
aestaba@gardere.com
Anacarolina Estaba on behalf of Debtor B Handy Corporation aestaba@gardere.com
Anacarolina Estaba on behalf of Debtor A Handy Corporation aestaba@gardere.com
Anacarolina Estaba on behalf of Defendant Shanghai Commercial and Savings Bank
aestaba@gardere.com
Benjamin Blaustein on behalf of Attorney Co-Counsel for the Official Committee of Unsecured
Creditors of TMT USA Shipmanagement LLC, et al. blaustein@sewkis.com
Benjamin Blaustein on behalf of Creditor Official Committee of Unsecured Creditors of TMT USA
Shipmanagement LLC, et al. blaustein@sewkis.com
Benjamin Blaustein on behalf of Financial Advisor FTI Consulting, Inc blaustein@sewkis.com
Bradley Benoit on behalf of Witness HSIN-CHI aka NOBU SU SU brad.benoit@bgllp.com,
elizabeth.miller@bgllp.com
Carey D Schreiber on behalf of Interested Party Macquarie Bank Limited cschreiber@winston.com
Charles A Beckham, Jr on behalf of Interested Party AlixPartners, LLP beckhamc@haynesboone.com
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Clinton R. Snow on behalf of Defendant Shanghai Commercial and Savings Bank csnow@gardere.com
Craig A Wolfe on behalf of Creditor Committee Official Committee of Unsecured Creditors of
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Craig A Wolfe on behalf of Creditor Official Committee of Unsecured Creditors of TMT USA
Shipmanagement LLC, et al. kdwbankruptcydepartment@kelleydrye.com

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The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

Craig A Wolfe on behalf of Attorney Co-Counsel for the Official Committee of Unsecured Creditors of TMT USA Shipmanagement LLC, et al. kdwbankruptcydepartment@kelleydrye.com
David R Walker on behalf of Creditor The Shipping Corporation of India
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Eli Omar Columbus on behalf of Creditor First Commercial Bank Co., Ltd.
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James S Carr on behalf of Creditor Official Committee of Unsecured Creditors of TMT USA Shipmanagement LLC, et al. KDWBKruptcyDepartment@kelleydrye.com
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Jason Lee Boland on behalf of Interested Party Vantage Drilling Company, Inc.
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Jennifer DeMarco on behalf of Interested Party Hyundai Mipo Dockyard Co., Ltd.
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John P Melko on behalf of Creditor First Commercial Bank Co., Ltd. jmelko@gardere.com
John P Melko on behalf of Creditor Shanghai Commercial & Savings Bank jmelko@gardere.com
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John P Melko on behalf of Defendant Shanghai Commercial and Savings Bank jmelko@gardere.com
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John R Ashmead on behalf of Attorney Co-Counsel for the Official Committee of Unsecured Creditors of TMT USA Shipmanagement LLC, et al. ashmead@sewkis.com
John R Ashmead on behalf of Creditor Official Committee of Unsecured Creditors of TMT USA Shipmanagement LLC, et al. ashmead@sewkis.com
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Total Noticed: 38

Date Rcvd: Mar 19, 2014

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system (continued)

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