



Order Filed on October 8, 2021  
by Clerk  
U.S. Bankruptcy Court  
District of New Jersey

<b>UNITED STATES BANKRUPTCY COURT DISTRICT OF NEW JERSEY</b>	
<i>Caption in Compliance with D.N.J. LBR 9004-1(b)</i> <b>OBERMAYER REBMANN MAXWELL &amp; HIPPEL LLP</b> Edmond M. George, Esquire Michael D. Vagnoni, Esquire (pro hac vice) Turner Falk, Esquire 1120 Route 73, Suite 420 Mount Laurel, NJ 08054-5108 Telephone: (856) 795-3300 Facsimile: (856) 482-0504 E-mail: edmond.george@obermayer.com michael.vagnoni@obermayer.com turner.falk@obermayer.com	
Proposed Counsel to the Debtor and Debtor in Possession	
In re:	
ALUMINUM SHAPES, L.L.C.,	
	Debtor.

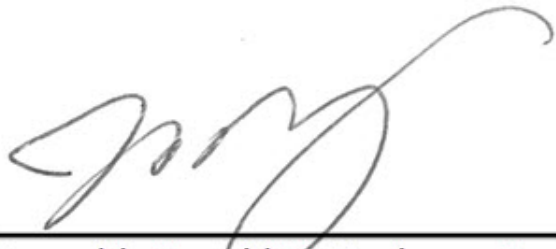
Chapter 11

Case No. 21-16520-JNP

**ORDER AUTHORIZING RETENTION OF  
BERWYN CAPITAL INTERESTS AS RESTRUCTURING AGENT**

The relief set forth on the following pages, numbered two (2) through six (6) is hereby  
**ORDERED.**

**DATED: October 8, 2021**

  
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Honorable Jerrold N. Poslusny, Jr.  
United States Bankruptcy Court

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1. The Application is GRANTED, nunc pro tunc to the Petition Date, August 15, 2021, as modified herein.

2. The Debtor is authorized to engage Berwyn Capital Interests (a d/b/a of Shelbourne Analytic LLC) ("BCI") and to designate Gerard Leimkuhler as Chief Plan and Transaction Officer and Deputy Chief Executive Officer on the terms described in the Application, subject to the following terms, which apply notwithstanding anything in the Application, or any exhibit(s) related thereto to the contrary:

- a) BCI and its direct affiliates shall not act in any other capacity (for example, and without limitation, as a financial advisor, claims agent/claims administrator, or investor/acquirer) in connection with the above-captioned case;
- b) In the event the Debtor seeks to have BCI personnel assume executive officer positions that are different than the position(s) disclosed in the Application, or to materially change the terms of the engagement by either (i) modifying the functions of personnel, (ii) adding new personnel, or (iii) altering or expanding the scope of the engagement, a motion to modify the retention shall be filed;
- c) No principal, employee or independent contractor of BCI and its affiliates shall serve as a director of the above-captioned Debtor during the pendency of the above-captioned case;
- d) Success fees, transaction fees, or other back-end fees shall be approved by the Court at the conclusion of the case on a reasonableness standard and are not being pre-approved by entry of this Order. No success fee, transaction fee or back-

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end fee shall be sought upon conversion of the case, dismissal of the case for cause, or appointment of a trustee;

e) The Debtor is permitted to indemnify the BCI personnel acting as officers of the Debtor on the same terms as provided to (and not on terms more favorable than) the Debtor's officers and directors under the corporate bylaws and applicable state law, along with insurance coverage under the Debtor's directors' and officers' liability policy;

f) Except as otherwise provided herein, there shall be no indemnification of BCI or its affiliates;

g) For a period of three years after the conclusion of the engagement, neither BCI nor any of its affiliates shall make any investments in the Debtor or the Reorganized Debtor;

h) BCI shall disclose any and all facts that may have a bearing on whether BCI, its affiliates, and/or any individuals working on the engagement hold or represent any interest adverse to the Debtor, its creditors, or other parties in interest. The obligation to disclose identified in this subparagraph is a continuing obligation;

i) During the course of the Chapter 11 Case, to the extent a limitation of liability exists, such limitation of liability will be of no force or effect;

j) Notwithstanding anything to the contrary contained in the Application, BCI shall not assign any tasks for which BCI is responsible to any person or entity other

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than employees of BCI or its affiliates other than for ministerial tasks for which BCI is not entitled to compensation hereunder; and

k) Notwithstanding anything to the contrary contained in the Application, during the course of the Chapter 11 Case, the BCI personnel who serve as officers to the Debtor under the terms of this Order shall have whatever duties and responsibilities that are imposed by applicable law on officers of the Debtor to the Debtor's creditors, interest holders and other parties-in-interest in this Chapter 11 Case.

3. All compensation and reimbursement due to, and other rights of BCI, in accordance with the Application, including, without limitation, indemnification obligations, shall be treated and allowed (subject to the compensation review procedures identified in this Order) as administrative expenses in accordance with section 503 of the Bankruptcy Code and shall be paid in accordance with the Application.

4. BCI shall file with the Court with copies to the U.S. Trustee and the Creditor's Committee (the "Committee"), if one is formed, monthly reports of staffing on the engagement for the previous month (each, a "Staffing Report"), which report shall include the names and functions filled of the individuals assigned.

5. In the event an objection is filed and served on BCI and counsel to the Debtor, such Staffing Report shall be subject to review by the Court.

6. The Debtor is authorized to compensate and reimburse BCI immediately upon invoice; provided, however, that BCI shall file with the Court, and provide notice to the U.S.

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Trustee and the Committee, reports of compensation earned and expenses incurred on a monthly basis (each, a “Monthly Compensation Report”), which reports shall contain summary charts which describe the services provided, identify the compensation earned by each executive officer and staff employee provided, and itemize the expenses incurred.

7. Each Monthly Compensation Report shall include time records that shall (i) be appended to the report, (ii) contain detailed time entries describing the task(s) performed, (iii) be organized by project category and (iv) identify the time spent completing each task in 1/10-hour increments and the corresponding charge (time multiplied by hourly rate) for each task.

8. Any objection to a Monthly Compensation Report must be filed and served on BCI and counsel to the Debtor within twenty (20) days of the date of service of such Monthly Compensation Report, and that all compensation previously paid shall be subject to review by the Court if any objection is filed.

9. Notwithstanding any provision of this Order or the Application, if any objection is filed concerning approval of BCI’s fees and expenses, such objection shall be evaluated in accordance with the standards utilized pursuant to section 330 of the Bankruptcy Code, subject to review for reasonableness.

10. Notwithstanding any provision of this Order or the Application, the retention of BCI shall cease on the Closing of the Sale of Debtor’s assets unless the Committee requests, in writing, that BCI continue its retention by Debtor. In the event that BCI has not been employed for a full calendar month, its fees shall be prorated.

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11. To the extent there is any inconsistency between the terms of this Order and the terms of the Application, the terms of this Order shall control.

12. The Debtor is authorized to take all actions necessary to implement the relief granted in this Order.

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

14. This Court shall retain jurisdiction to hear and determine all matters arising from or related to implementation of this Order.

15. Notwithstanding anything to the contrary in the June 24, 2021 Agreement, the Court shall have exclusive jurisdiction over Berwyn's engagement during the pendency of this chapter 11 case, and any binding or mandatory arbitration provisions shall not apply during this chapter 11 case.

16. Notwithstanding anything to the contrary in the Application, Certification or June 24, 2021 Agreement, Berwyn shall not seek reimbursement of any fees or costs, including attorney fees and costs, arising from the defense of any of Berwyn's fee applications in this case.