

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

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC¹, et al.,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
Jointly Administered

Hearing Date: February 16, 2010 at 10:00 a.m.
Objection Deadline: February 1, 2010 at 4:00 p.m.

**APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION FOR AN ORDER
PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF KISKI CONSULTING LLC AND BILL CORBIN AS CHIEF
EXECUTIVE OFFICER AND CHAIRMAN NUNC PRO TUNC TO DECEMBER 1, 2009**

Taylor-Wharton International LLC (“TWI”), together with its affiliated debtors and debtors in possession (collectively, the “Debtors”), by and through their undersigned proposed counsel, respectfully submit this application (the “Application”), for entry of an order (the “Order”), pursuant to sections 105 and 363 of title 11 of the United States Code (the “Bankruptcy Code”), authorizing the employment and retention of Kiski Consulting LLC (“Kiski”) and Bill Corbin (“Mr. Corbin”) as Chief Executive Officer and Chairman *nunc pro tunc* to December 1, 2009. In support of this Application, the Debtors rely on and incorporate by reference the Unsworn Declaration of Bill Corbin in Support of the Application (the “Corbin Declaration”), attached hereto as Exhibit A. In further support of this Application, the Debtors respectfully state as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: Taylor-Wharton International LLC (1577); TWI-Holding LLC (8154); Taylor-Wharton Intermediate Holdings LLC (6890); Alpha One Inc. (1392); Beta Two Inc. (1408); Gamma Three Inc. (1367); Delta Four Inc. (1320); Epsilon Five Inc. (1344); TW Cryogenics LLC (1713); TW Cylinders LLC (1665); Sherwood Valve LLC (1781); American Welding & Tank LLC (1945); and TW Express LLC (6414). Each of the Debtors has a principal place of business at 4817 Old Gettysburg Road, Mechanicsburg, Pennsylvania 17055.

SUMMARY

1. The Debtors by this Application seek authority to retain Mr. Corbin, through Kiski, to act as their Chief Executive Officer and Chief Restructuring Officer. Mr. Corbin has a proven track-record of reducing costs and improving the operations of both the Debtors and other distressed businesses, and his services are vital to the Debtors.

I. JURISDICTION, VENUE AND STATUTORY PREDICATES FOR RELIEF

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

3. Venue of the above-captioned cases (these “Cases”) is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

4. The statutory predicates for the relief requested herein are sections 105(a) and 363 of the Bankruptcy Code.

II. FACTUAL BACKGROUND

5. On November 18, 2009 (the “Petition Date”), the Debtors filed Voluntary Petitions for relief under chapter 11 of the Bankruptcy Code. No request has been made for the appointment of a trustee or examiner in these Cases and the Debtors continue to operate their businesses and manage their properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. As of the date hereof, no official committee of unsecured creditors has been appointed in these Cases.

A. The Debtors’ Business

6. TWI is a Delaware limited liability holding company that wholly owns, through separate Delaware corporations, five distinct subsidiary limited liability companies, each of which is engaged in specific manufacturing operations generally engaged in the field of gas technology.

7. TWI acquired its various businesses from Harsco Corporation (“Harsco”) pursuant to an Asset and Stock Purchase Agreement dated as of November 27, 2007 (the “Asset Purchase Agreement”), pursuant to which TWI paid Harsco \$300 million in cash and agreed to pay up to an additional \$40 million on a contingent “earnout” basis, subject to various adjustments, including a traditional post-closing working capital adjustment.

B. Events Leading to the Debtors’ Bankruptcy Filing

8. The Debtors have \$73.9 million currently outstanding under a senior secured debt facility, in addition to \$7.1 million of undrawn letters of credit (the “Senior Debt”) pursuant to a Credit Agreement, dated as of December 7, 2007, originally by and among the Debtors, General Electric Capital Corporation as Agent (“GE”), Merrill Lynch Business Financial Services Inc., and The CIT Group/Business Credit Inc. The Debtors also have \$73.3 million outstanding on senior subordinated secured notes plus accrued interest (the “Mezzanine Debt”) issued pursuant to the Note Purchase Agreement, dated as of December 7, 2007, by and among the Debtors, U.S. Bank National Association, as collateral agent and three other financial institutions.

9. A number of macroeconomic factors related to the global economic downturn were the primary cause of a steep decline in the Debtors’ operating revenues and their attendant need to restructure. The Debtors’ revenues have declined from approximately \$404 million in 2008 to a forecasted amount of approximately \$237 million in 2009. Revenues the first nine months of fiscal year 2009 were \$183 million. As a result, as of the Petition Date, the Debtors no longer had the financial ability to service their non-trade related debt.

10. As of April 1, 2009, the Debtors were in covenant default with respect to the Senior Debt and also were in payment default with respect to the Mezzanine Debt for having missed an interest payment. On April 24, 2009, GE advised TWI that it had exercised its right to sweep excess cash and block the transfer of additional funds from the Debtors’ accounts.

Thereafter, TWI repaid approximately \$21 million in cash which had been drawn under the revolving credit facility portion of the Senior Debt and GE released the blockage of TWI's accounts to the extent necessary to allow TWI to operate under a budget agreed upon with GE. The Debtors and GE entered into a Forbearance Agreement and, during the months that followed, the Debtors and the holders of the Senior Debt and the Mezzanine Debt negotiated the terms of the financial restructuring which is described below.

C. The Debtors' Financial Restructuring

11. The Debtors have reached an agreement on the terms of a financial restructuring with and the holders of all of their Senior Debt and Mezzanine Debt and a majority of their equity interests. The terms of the Debtors' restructuring have been documented in a Restructuring Lock-Up Agreement between the Debtors and the holders of all of the Senior Debt and Mezzanine Debt (the "Lock-Up Agreement"), which was filed with the Court on November 19, 2009 [D.I. 24]. The Lock-Up Agreement provides that the parties have agreed to and will support the Debtors' proposed Plan of Reorganization (the "Plan"), which the Debtors filed with this Court on December 4, 2009 [D.I. 77]. The Debtors have also filed a Disclosure Statement for the Plan [D.I. 78] together with motions to set a bar date [D.I. 82] and to approve their Disclosure Statement. [D.I. 79]

12. As of the date of this Application, the Debtors had not yet filed their Schedules of Assets and Liabilities (the "Schedules") and/or Statements of Financial Affairs (the "Statements"). However, the Debtors expect that their Schedules and Statements will be filed on or prior to the date of the hearing set for this Application. The Debtors may from time to time amend their Schedules and Statements.

D. Terms of Retention of Kiski and Mr. Corbin

13. Mr. Corbin became the Debtors' Interim CEO and Chief Restructuring Officer on or about June 12, 2009. Mr. Corbin was the Debtors' principal representative and negotiator in connection with their financial restructuring, including the execution of the Lock-Up Agreement and the formulation of the Debtors' Plan. Under Mr. Corbin's guidance, the Debtors also have engaged and continue to pursue a substantial number of activities to stabilize and improve the economic performance of their business operations. Indeed, Kiski was retained to provide Mr. Corbin's services, in part, to see the Debtors through an effective reorganization, and Mr. Corbin's invaluable efforts and leadership continue to be seminal in guiding the Debtors and their operations through these Cases.

14. Prior to the Petition Date, Debtor TWI, Kiski, and Mr. Corbin entered into a certain Consulting Agreement, dated June 12, 2009 (the "Prepetition Consulting Agreement"). On or about December 19, 2009, TWI, Kiski, and Mr. Corbin entered into an Amended and Restated Consulting Agreement, effective as of December 1, 2009 (the "Amended Consulting Agreement").² Pursuant to the Amended Consulting Agreement, Kiski, in consideration for Mr. Corbin's services, was provided with (i) a base fee, (ii) performance-based and guaranteed bonuses, and (iii) certain other benefits.

15. As per the Amended Consulting Agreement, Mr. Corbin provides essential services in performing duties normally associated with the position of Chief Executive Officer and Chairman of the Board.

² The Amended Consulting Agreement is attached hereto as Exhibit B. Any and all descriptions of the terms of the Amended Consulting Agreement in this Motion are provided as a convenience only.

(i) **Base Fee and Term of Retention**

16. Pursuant to the express, written terms of the Amended Consulting Agreement, Kiski has agreed to provide the services of Mr. Corbin for an initial term of six (6) months, commencing on the effective date of December 1, 2009 (the “Initial Term”). Following the Initial Term, TWI has the option to extend the services of Mr. Corbin for another 6-month period (the “First Renewal Period”) on written notice to Kiski and Mr. Corbin at least sixty (30) days prior to the end of the Initial Term. Following the First Renewal Period, TWI may elect to extend the services of Mr. Corbin for an additional period of six (6) months (the “Second Renewal Period”) on written notice, subject to Mr. Corbin’s consent to such extension not less than twenty-one (21) days prior to the start of the Second Renewal Period.. Thereafter, the Amended Consulting Agreement provides for discretionary extensions of Mr. Corbin’s services on a monthly basis (each, a “Monthly Extension”).

17. The Amended Consulting Agreement requires Mr. Corbin to provide services to TWI on a full-time basis for a minimum of forty-seven (47) weeks during any twelve-month period commencing on its effective date.

18. The Amended Consulting Agreement provides that, during the Initial Term, TWI shall pay Kiski a fee of \$500,000 per annum, payable in monthly installments. During the First Renewal Period, Kiski is entitled to a fee at a rate of \$500,000 per annum, if Mr. Corbin continues to perform the duties of Chief Executive Officer and Chairman. However, during the First Renewal Period, if Mr. Corbin performs the duties of Chairman only, then TWI will pay Kiski a reduced fee at a rate of \$250,000 per annum, payable in monthly installments. Finally, during the Second Renewal Period and each Monthly Extension thereafter, Kiski is entitled to a fee at the rate of \$250,000 per annum.

(ii) **Bonuses**

19. Pursuant to the express, written terms of the Amended Consulting Agreement, with respect to the period commencing on the effective date and ending on December 31, 2010, Kiski shall be entitled to earn (a) a “Positive EBITDA Bonus” based on certain EBITDA benchmarks, (ii) a performance bonus, upon the attainment of certain pre-established performance objectives, and (iii) a guaranteed bonus of \$125,000, payment of which will be deferred until the after the effective date of the Debtors’ Plan.

(iii) **Equity**

20. The Amended Consulting Agreement provides that, pursuant to a Restricted Equity Agreement to be entered into between TWI-Holding LLC (“Holdco”) and Mr. Corbin, Mr. Corbin shall be entitled to certain common membership units of Holdco in an amount representing one and one-half percent (1.50%) of the total common membership units of Holdco as of the date of the Restricted Equity Agreement.

(iv) **Termination Fee**

21. If the Amended Consulting Agreement is terminated for “Cause” by TWI or without “Good Reason” by Kiski (as those terms are defined in the Amended Consulting Agreement), then (a) Kiski is entitled to receive the accrued and earned portion of its fee through the date of termination and (b) no bonus shall be payable. If the Amended Consulting Agreement is terminated without “Cause” by TWI or for “Good Reason” by Kiski, then in addition to its base fee, Kiski is entitled to receive its guaranteed bonus, if any, and a pro rata portion of its EBITDA-related and performance-based bonuses, payment of which will be deferred until the after the effective date of the Debtors’ Plan.

(v) **Indemnification**

22. The Amended Consulting Agreement provides that TWI will indemnify and hold Kiski and Mr. Corbin harmless from third party claims, or claims by the Company for indemnity regarding such third party claims, and all damages, expenses, losses, liability, or attorneys' fees which they may incur therefrom except liability arising out of or in connection with any illegal acts committed by them, and/or liability which results from their gross negligence or intentional torts.

III. RELIEF REQUESTED

23. By this Application, the Debtors respectfully request the entry of an Order pursuant to sections 105(a) and 363(b) of the Bankruptcy Code authorizing the appointment of Mr. Corbin of Kiski as their Chief Executive Officer and Chairman pursuant to the terms of the Amended Consulting Agreement *nunc pro tunc* to December 1, 2009. It is essential that the Debtors are able to rely upon the Mr. Corbin's continued commitment during this critical time in the reorganization process. Indeed, Mr. Corbin is vital to the continued successful operations and reorganization of the Debtors.

24. Given his specialized knowledge of the Debtors' operations, and his familiarity with the reorganization and the constituents party thereto, the Debtors would be unable to find suitable replacements for Mr. Corbin. Assuming, *arguendo*, that the Debtors might be able to find a suitable replacement after an extensive search, the disruption caused by the search and subsequent transition would severely disrupt the Debtors' operations and the momentum that the Debtors believe that the overall cost to find a suitable replacement in a competitive marketplace would be significantly greater than what is being proposed herein.

25. Unless the Debtors are authorized to retain Kiski and Mr. Corbin under the Amended Consulting Agreement, they will likely not be able to accomplish the reorganization in the time frame contemplated or with the high recovery levels anticipated for their creditors.

26. It is the Debtors' business judgment that the costs associated with searching for a new consultant to perform Chief Executive Officer- and Chairman-level services would substantially exceed the reasonable costs to retain Kiski and Mr. Corbin under the Amended Consulting Agreement.

27. Section 363(b) of the Bankruptcy Code authorizes the Debtors to "use . . . other than in the ordinary course of business, property of the estate" after notice and a hearing. 11 U.S.C. § 363(b)(1). Courts routinely have held that transactions should be approved under Section 363(b) when they are supported by the reasonable business judgment of the debtor's management. See, e.g., In re Martin, 91 F.3d 389, 395 (3d Cir. 1996) (stating that the court generally defers to the trustee's judgment so long as there is a legitimate business justification); In re Montgomery Ward Holding Corp., 242 B.R. 147, 153 (D. Del. 1999) (noting that courts have applied the "sound business purpose" test to evaluate motions brought pursuant to section 363(b)); In re Delaware & Hudson R.R. Co., 124 B.R. 169, 175-76 (D. Del. 1991) (same).

28. Once the debtor articulates a valid business justification, "the business judgment rule 'is a presumption that in making a business decision the directors of a corporation acted on an informed basis, in good faith and in the honest belief that the action was in the best interests of the company.'" In re Integrated Resources, Inc., 147 B.R. 650, 656 (S.D.N.Y. 1992) (quoting Smith v. Van Gorkom, 488 A.2d 858, 872 (Del. 1985)). The business judgment rule has vitality in chapter 11 cases and shields a debtor's management from judicial second-guessing. Id.; see also In re Johns-Manville Corp., 60 B.R. 612, 615 (Bankr. S.D.N.Y. 1986) ("The Code favors

the continued operation of a business by a debtor and a presumption of reasonableness attaches to a debtor's management decisions.").

29. Indeed, it is well-established that a debtor, pursuant to section 363(b) of the Bankruptcy Code, may employ one or more professionals to act as their restructuring or crisis officers or managers. See, e.g., In re Tokheim Corp., Case No. 02-13437 (RJN) (Bankr. D. Del. Feb. 25, 2003).

30. The appointment of Mr. Corbin is essential to the continued operation of the Debtors' business and is supported by sound business judgment. Mr. Corbin is well qualified to provide the leadership and restructuring experience required by the Debtors. Moreover, Mr. Corbin has substantial experience in leading financially troubled companies with respect to operational and financial issues.

31. Based upon the foregoing, the Debtors submit that the employment of Kiski and Mr. Corbin under the terms of the Amended Consulting Agreement would greatly benefit the Debtors' estates and creditors. The absence of the services to be provided by Mr. Corbin would severely hinder the Debtors' ability to maximize value in an efficient and effective manner. Additionally, Mr. Corbin is well qualified to perform the services for which he is being employed, and the compensation to be provided to Mr. Corbin for his services is reasonable. The compensation arrangement reflected in the Amended Consulting Agreement is consistent with, and typical of, arrangements entered into by other restructuring officers in rendering similar services for financially troubled companies such as the Debtors.

32. The Debtors' decision to enter into the Amended Consulting Agreement is essential to their successful reorganization and is supported by sound business judgment. Accordingly, the Debtors believe that the relief requested is more than justified.

WHEREFORE, the Debtors respectfully request entry of an Order, substantially in the form of the proposed Order attached hereto as Exhibit C, (i) authorizing the Debtors to employ and retain Kiski and Mr. Corbin *nunc pro tunc* to December 1, 2009, and (ii) granting such other and further relief as is just and proper.

Dated: December 28, 2009
Wilmington, Delaware

REED SMITH LLP

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Proposed Counsel for Taylor-Wharton
International LLC, *et al.*, Debtors and
Debtors-in-Possession

EXHIBIT A

Unsworn Declaration of Bill Corbin in Support of the Application

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

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC¹, et al.,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
Jointly Administered

Hearing Date: January 6, 2010 at 9:30 a.m.
Objection Deadline: December 30, 2009 at 4:00 p.m.

**UNSWORN DECLARATION OF BILL CORBIN IN SUPPORT OF THE
APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION FOR AN ORDER
PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AUTHORIZING THE EMPLOYMENT
AND RETENTION OF KISKI CONSULTING LLC AND BILL CORBIN AS CHIEF
EXECUTIVE OFFICER AND CHAIRMAN NUNC PRO TUNC TO DECEMBER 1, 2009**

I, **BILL CORBIN**, declare as follows:

1. I am the Manager of Kiski Consulting LLC ("Kiski" or the "Firm"), a restructuring consulting services firm. I submit this Declaration on behalf of Kiski (the "Declaration") in support of the Debtors' Application (the "Application") for an order authorizing the above-captioned debtors and debtors in possession (the "Debtors" or the "Company") to employ and retain Kiski and me to serve as the Chief Executive Officer and Chairman of the Debtors and to provide related services, *nunc pro tunc* to December 1, 2009. Unless otherwise noted, capitalized terms used in this Declaration have the meanings ascribed in the Application.

2. I will assist and advise the Debtors with respect to the progress of the Debtors' chapter 11 cases and, in this regard, the Debtors' boards of directors have authorized my

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appointment in accordance with the Amended Consulting Agreement. Kiski has agreed to provide services as requested by the Debtors and described in the Amended Consulting Agreement. As per the terms of the Amended Consulting Agreement, I will provide essential services in performing duties normally associated with the position of Chief Executive Officer and Chairman of the Board.

3. During the course of this engagement, I will report to the Debtors' board(s) of directors.

4. Kiski has undertaken a thorough review of its computerized database that contains the names of clients and other parties of interest with respect to certain matters. Kiski has, or will, run the following parties through its conflicts system: (a) the Debtors; (b) the Debtors' current officers and directors; (c) the Debtors' secured lenders; and (d) the Debtors' thirty largest unsecured creditors. Kiski's investigation has not revealed any actual or potential conflicts of interest with respect to Kiski's proposed representation of the Debtors, except as described herein.

5. Kiski and certain of its members, counsel and associates may have in the past represented, may currently represent and likely in the future will represent creditors of the Debtors in connection with matters unrelated to the Debtors and these cases.

6. Kiski is not a creditor, equity security holder or insider of the Debtors.

7. Neither Corbin nor Kiski, nor any employee of Kiski, is or was, within two (2) years before the date of the filing of the petition herein, a director, officer or employee of the Debtors, or consultant to the Debtors, except as described herein. Kiski was not involved in voting on the decision to employ and retain Kiski under the Amended Consulting Agreement.

8. Neither the Kiski, nor any employee of Kiski has an interest materially adverse to the interests of the Debtors, their estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtors, or for any other reason.

9. To the best of my knowledge, except as disclosed herein, Kiski has no connections with the Debtors, Debtors' creditors, or any other party in interest, their respective attorneys and accountants, the United States Trustee, any person employed in the Office of the United States Trustee, or any insider of the Debtors.

10. To the extent necessary, Kiski agrees to update the disclosure information from time to time if and when additional parties with an interest in or a relationship with the Debtors are identified by the Debtors, in writing, to Kiski.

11. The Debtors propose to pay the Kiski and me compensation on the terms as set forth in the Amended Consulting Agreement and summarized in the Application.

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

Dated this 24th day of December, 2009



Bill Corbin, Manager
Kiski Consulting LLC

EXHIBIT B

Amended Consulting Agreement

AMENDED AND RESTATED CONSULTING AGREEMENT

THIS AMENDED AND RESTATED CONSULTING AGREEMENT (the "**Agreement**"), dated as of December 18, 2009, and effective as of December 1, 2009 (the "**Effective Date**"), as entered into by and among Taylor-Wharton International LLC, a Delaware limited liability company (the "**Company**"), and Kiski Consulting LLC ("**Contractor**") and Bill Corbin ("**Executive**") with respect to the following facts:

RECITALS

A. Contractor, Executive and the Company are parties to that certain Consulting Agreement, dated June 12, 2009 (the "**Existing Agreement**").

B. The Company, Executive and Contractor desire to amend and restate the Existing Agreement, in its entirety, in the form of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions hereinafter set forth, the parties agree as follows:

1. Term and Amount of Service. The Company hereby retains Contractor to provide the services of Executive from the Effective Date for a period of six (6) months (the "**Initial Term**") as Interim Chief Executive Officer and Chairman of the Company. Following the Initial Term, the Company may elect to extend the services of Executive as Interim Chief Executive Officer and/or Chairman for a period of six (6) months (the "**First Renewal Period**") on written notice to Contractor and Executive not less than thirty (30) days prior to the end of the Initial Term. Following the First Renewal Period, the Company may elect to extend the services of Executive as Chairman only for a period of six (6) months (the "**Second Renewal Period**") on written notice to Contractor and Executive not less than thirty (30) days prior to the end of the Initial Term, subject to Executive's consent to such extension not less than twenty-one (21) days prior to the start of the Second Renewal Period. Following the expiration of the Second Renewal Period, the term of services provided hereunder may be extended on a monthly basis (each, a "**Monthly Extension**") unless terminated on ten (10) days' prior written notice by either the Company or Contractor (each such Monthly Extension, together with the Initial Term, the First Renewal Period and the Second Renewal Period, the "**Term**"). Contractor shall provide Executive's services to the Company under this Agreement on a full-time basis for a minimum of forty-seven (47) weeks during any twelve-month period commencing on the Effective Date, or any anniversary thereof, and shall not be obligated to render services in excess of such weeks of service during any such twelve-month period; provided, however, that the Company acknowledges that the services provided by Executive when he performs the duties of Chairman only shall be provided by Contractor on a reduced basis. Executive may locate his principal office and perform his services and duties to the Company under this Agreement from any location he deems appropriate in his discretion.

2. Services to Be Provided to the Company. Contractor will provide Executive's

services to perform those duties normally associated with the position of Chief Executive Officer and Chairman and will render such services and perform such duties as shall reasonably be assigned on the prior authorization from the Board of Directors of the Company (“**Board**”).

3. Consulting Fees.

a. Base Fee. During the Initial Term, the Company shall pay Contractor a fee at the rate of \$500,000 per annum, payable in monthly installments (the “**Initial Base Fee**”). During the First Renewal Term, if Executive performs the duties of Chief Executive Officer and Chairman, the Company shall pay Contractor a fee at the rate of \$500,000 per annum, payable in monthly installments (the “**CEO/Chairman Base Fee**”). During the First Renewal Term, if Executive performs the duties of Chairman only, the Company shall pay Contractor a fee at the rate of \$250,000 per annum, payable in monthly installments (the “**Chairman Base Fee**”). During the Second Renewal Term and each Monthly Extension thereafter, Company shall pay Contractor a fee at the rate of \$250,000 per annum, payable in monthly installments (the “**Subsequent Base Fee**”). The Initial Base Fee, CEO/Chairman Base Fee, Chairman Base Fee and Subsequent Base Fee are each referred to herein as the “**Base Fee**”, as applicable.

b. Bonus. During the period commencing with the Effective Date and ending on December 31, 2010 (the “**Initial Performance Period**”), Contractor shall be eligible to earn a “**Positive EBITDA Bonus**” based on the Company and its subsidiaries achieving EBITDA of \$0 to \$2,000,000. The Positive EBITDA Bonus will be earned at a rate of \$0.0625 for each \$1.00 of EBITDA achieved over \$0, with a maximum Positive EBITDA Bonus of \$125,000 for \$2,000,000 of EBITDA achieved by the Company and its subsidiaries. The Board, in its sole discretion, shall determine the calculation of EBITDA for the Company and its subsidiaries (which shall not be less than EBITDA for the Company and its subsidiaries calculated for the purpose of compliance with the Company and its subsidiaries senior loan documents) for purposes of calculating the Positive EBITDA Bonus under this Paragraph 3(b). In addition to the Positive EBITDA Bonus, at the end of the Initial Performance Period, Contractor shall receive a guaranteed bonus of \$125,000 (the “**Guaranteed Bonus**”). Subject to Paragraphs 11 and 12 below, payment of any bonus under this Paragraph 3(b) shall be made in a single lump sum not later than the fifteenth (15th) day of the third calendar month that begins after the close of the calendar year for which such bonus is earned.

c. Subsequent Bonus Payments. Following the Initial Performance Period, Contractor will be eligible to earn an annual bonus targeted at fifty percent (50%) of the Base Fee upon the attainment of certain pre-established performance objectives, and Contractor shall be eligible to earn up to one hundred percent (100%) of the Base Fee if those performance objectives are exceeded. For purposes of this paragraph, the Base Fee applied in determining the bonus payable shall be the CEO/Chairman Base Fee, Chairman Base Fee and/or Subsequent Base Fee, as applicable during the time period under consideration. Any and all applicable performance objectives and corresponding bonus amounts shall be set by, and in the sole discretion of, the Board. Payment of any bonus under this Paragraph 3(c) shall be made in a single lump sum not later than the fifteenth (15th) day of the third calendar month that begins after the close of the calendar year for which such bonus is earned.

4. Executive Equity. Pursuant to a Restricted Equity Agreement (the “**Restricted Equity Agreement**”) to be entered into between TWI-Holding LLC, a Delaware limited liability company (“**Holdco**”), and Executive, Executive will be issued certain common membership units of Holdco in an amount representing one and one-half percent (1.50%) of the total common membership units of Holdco as of the date of the Restricted Equity Agreement. In addition, Executive may elect to have any bonus amounts otherwise payable in cash as set forth above, paid in the form of common membership units in Holdco, which units shall be valued by, and in the sole discretion of, the Board and/or subordinated PIK promissory notes of the Company, Holdco or certain of its affiliates as determined by the Board. Any and all common membership units of Holdco issued to Executive under the Restricted Equity Agreement or otherwise shall be referred to collectively herein as “**Executive Securities**”. Certain of those units of Executive Securities shall be subject to vesting, repurchase and other obligations and restrictions as set forth in the Restricted Equity Agreement and that certain Limited Liability Company Agreement among Holdco, Executive, and certain other members of Holdco (the “**Operating Agreement**”).

5. Expense Reimbursement. Contractor shall be entitled to reimbursement from the Company for reasonable expenses incurred in the course of carrying out the services required under this Agreement and during the Term, including but not limited to reimbursement for travel related expenses incurred during the Term by Executive.

6. Payment of Fees and Expenses. Consulting fees will be paid monthly in arrears, within five (5) business days after the end of the month; provided, however, that, the Company and Contractor acknowledge that, as of the date of this Agreement, the Company has previously paid Contractor \$125,000 as an advance on the Initial Base Fee for the three-month period beginning on the Effective Date. Reimbursement of expenses will be made promptly, but no later than five (5) business days of receipt of invoice from Contractor, and in no event later than the last day of the calendar year after the year in which the expense was incurred. The Company agrees to reimburse Executive for the reasonable attorneys’ fees incurred in connection with the negotiation of this Agreement. Expenses incurred in one calendar year shall not affect the expenses eligible for reimbursement in any other calendar year.

7. Independent Contractor; Withholding. Contractor will at all times be an independent contractor, and, except as authorized by the Board in connection with the performance of services, Executive will not have authority to bind the Company. Except as authorized by the Board in connection with the performance of the services required under this Agreement, neither Contractor nor Executive will be an agent of the Company. Neither Contractor nor Executive shall be deemed to be an employee of the Company for the purposes of any employee benefit program, unemployment benefits, or otherwise. Nothing contained herein shall be construed to place the parties in the relationship of employer/employee, partners, or joint venturers. Except as otherwise provided in this Agreement, the Company shall have no power to obligate or bind Contractor or Executive in any manner whatsoever. Contractor recognizes that no amount will be withheld from any compensation for payment of any federal, state, or local taxes, and that Contractor and Executive shall have sole responsibility to pay such taxes, if any, and file

such returns as shall be required by applicable laws and regulations. Except as authorized by the Board in connection with the performance of the services required under this Agreement, neither Contractor nor Executive shall enter into any agreements or incur any obligations on behalf of the Company.

8. Indemnification. In the event any person or entity who is not a party to this Agreement makes any claim or demand, or brings any legal action, arbitration, or other proceedings against Contractor or Executive relating to Contractor's and Executive's provision of the services during the Term, the Company hereby agrees to indemnify and hold Contractor and Executive harmless from all such third party claims, or claims by the Company for indemnity regarding such third party claims, and all damages, expenses, losses, liability, or attorneys' fees which Contractor and Executive may incur therefrom (hereinafter collectively referred to as "**liability**"), except liability arising out of or in connection with any illegal acts committed by Contractor or Executive, and/or liability which results from Contractor's or Executive's gross negligence or intentional torts.

9. Insurance. The Company will provide insurance coverage for Contractor and Executive under the Company's directors and officers liability ("**D&O**") and products liability insurance. At all times during the Term and for a period of six years thereafter, the Company shall maintain both D&O and products liability insurance in amounts not less than those in effect for the directors or officers of the Company on the Effective Date.

10. Restrictive Covenants. Contractor and Executive acknowledge and agree that solely by virtue of the provision of Executive's services to, and Contractor and Executive's relationship with, the Company, Executive and Contractor have acquired and will acquire Confidential Information, as hereinafter defined, as well as special knowledge of the Company's relationships with its customers and suppliers, and that, but for the association with the Company, Contractor and Executive would not or will not have had access to said Confidential Information or knowledge of said relationships. Contractor and Executive further acknowledge and agree (i) that the Company has long term, near-permanent relationships with its customers and suppliers, and that those relationships were developed at great expense and difficulty to the Company over several years of close and continuing involvement; (ii) that the Company's relationships with its customers and suppliers are and will continue to be valuable, special and unique assets of the Company and that the identity of its customers and suppliers is kept under tight security with the Company and cannot be readily ascertained from publicly available materials or from materials available to the Company's competitors; and (iii) that the Company has the following protectable interests that are critical to its competitive advantage in the industry and would be of demonstrable value in the hands of a competitor: sales figures, projections, procedures, pricing information, customer lists and requirements and methods of customer development. In return for the consideration described in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as a condition precedent to the Company entering into this Agreement, and as an inducement to the Company to do so, Contractor and Executive hereby represent, warrant, and covenant as follows:

- a. The execution and delivery of this Agreement by Contractor and

Executive does not conflict with, or result in a breach of or constitute a default under, any agreement or contract, whether oral or written, to which Contractor or Executive is a party or by which Contractor or Executive may be bound. In addition, Contractor and Executive have informed the Company of, and provided the Company with copies of, any non-competition, confidentiality, work-for-hire or similar agreements to which Contractor or Executive is subject or may be bound.

b. Contractor and Executive agree that both during the Term and thereafter neither Contractor nor Executive will, for any reason whatsoever, use for itself or himself, respectively, or disclose to any person not employed by the Company any Confidential Information of the Company acquired by Contractor or Executive during the association with the Company, both prior to and during the term of this Agreement. Contractor and Executive further agree to use Confidential Information solely for the purpose of performing services for the Company and further agree not to use Confidential Information for commercial purposes or in any way detrimental to the Company. Contractor and Executive agree that “**Confidential Information**” includes but is not limited to: (1) any financial, engineering, business, planning, operations, services, potential services, products, potential products, technical information and/or know-how, organization charts, formulas, business plans, production, purchasing, marketing, pricing, sales, profit, personnel, customer, broker, supplier, or other lists or information of the Company; (2) any papers, data, records, processes, methods, techniques, systems, models, samples, devices, equipment, compilations, invoices, customer lists, or documents of the Company; (3) any confidential information or trade secrets of any third party provided to the Company in confidence or subject to other use or disclosure restrictions or limitations; and (4) any other information, written, oral, or electronic, whether existing now or at some time in the future, whether pertaining to current or future developments, and whether previously accessed during Executive’s past tenure as a member of the Board or to be accessed during the Term, which pertains to the Company’s affairs or interests or with whom or how the Company does business. The Company acknowledges and agrees that Confidential Information does not include (i) information properly in the public domain, or (ii) information in Contractor or Executive’s possession prior to the date of the initial provision of his services to the Company, except to the extent that such information is or has become a trade secret of the Company or is or otherwise has become the property of the Company.

c. In the event that Contractor or Executive intends to communicate information to any individual(s), entity or entities (other than the Company), to permit access by any individual(s), entity or entities (other than the Company), or to use information for Contractor’s or Executive’s own account or for the account of any individual(s), entity or entities (other than the Company) and such information would be Confidential Information hereunder but for the exceptions set out in Paragraph 10(e) of this Agreement, Executive shall notify the Company of such intent in writing, including a description of such information, no less than fifteen (15) business days prior to such communication, access or use.

d. During and after the Term hereunder, neither Contractor nor Executive will remove from the Company’s premises any documents, records, files, notebooks, correspondence, reports, video or audio recordings, computer printouts, computer programs,

computer software, price lists, microfilm, drawings or other similar documents containing Confidential Information, including copies thereof, whether prepared by him or others, except as his duty shall require, and in such cases, will promptly return such items to the Company. Upon expiration of the Term, all such items including summaries or copies thereof, then in Contractor's or Executive's possession, shall be returned to the Company immediately.

e. Contractor and Executive recognize and agree that all ideas, inventions, patents, copyrights, copyright designs, trade secrets, trademarks, processes, discoveries, enhancements, software, source code, catalogues, prints, business applications, plans, writings, and other developments or improvements and all other intellectual property and proprietary rights and any derivative work based thereon (the "**Inventions**") made, conceived, or completed by Executive, alone or with others, during the Term that are within the scope of the Company's business operations or that relate to any of the Company's work or projects (including any and all inventions based wholly or in part upon ideas conceived during the Term), are the sole and exclusive property of the Company. Contractor and Executive further agree that (1) Contractor or Executive will promptly disclose all Inventions to the Company and hereby assign to the Company all present and future rights Contractor or Executive have or may have in those Inventions, including without limitation those relating to patent, copyright, trademark or trade secrets; and (2) all of the Inventions eligible under the copyright laws are "work made for hire." At the request of the Company, Contractor or Executive will do all things deemed by the Company to be reasonably necessary to perfect title to the Inventions in the Company and to assist in obtaining for the Company such patents, copyrights or other protection as may be provided under law and desired by the Company, including but not limited to executing and signing any and all relevant applications, assignments or other instruments. Notwithstanding the foregoing, the Company hereby notifies Contractor and Executive that the provisions of this Paragraph 10 shall not apply to any Inventions for which no equipment, supplies, facility or trade secret information of the Company was used and which were developed entirely on Executive's own time, unless (1) the Invention relates (i) to the business of the Company, or (ii) to actual or demonstrably anticipated research or development of the Company, or (2) the Invention results from any work performed by Executive for the Company.

f. Contractor and Executive acknowledge and agree that all customer lists, supplier lists, and customer and supplier information, including, without limitation, addresses and telephone numbers, are and shall remain the exclusive property of the Company, regardless of whether such information was developed, purchased, acquired, or otherwise obtained by the Company, Contractor or Executive. Contractor and Executive agree to furnish to the Company on demand at any time during the term of this Agreement, and upon termination of this Agreement, a complete list of the correct names and places of business and telephone numbers of all of its customers served by Executive, including all copies thereof wherever located. Contractor and Executive further agree to immediately notify the Company of the name and address of any new customer, and report all changes of a location of old customers, so that upon the termination of this Agreement, the Company will have a complete list of the correct names and addresses of all of its customers with which Executive has had dealings. Contractor and Executive also agree to furnish to the Company on demand at any time during the term of this Agreement, and upon the termination of this Agreement, any other records, notes, computer

printouts, computer programs, computer software, price lists, microfilm, or any other documents related to the Company's business, including originals and copies thereof. Contractor and Executive recognize and agree that Executive has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that Executive's activity and any files or messages on or using any of those systems may be monitored at any time without notice.

g. Contractor and Executive acknowledge that Executive may become aware of "material" nonpublic information relating to customers whose stock is publicly traded. Contractor and Executive acknowledge that Contractor and Executive are prohibited by law as well as by Company policy from trading in the shares of such customers while in possession of such information or directly or indirectly disclosing such information to any other persons so that they may trade in these shares. For purposes of this Paragraph 10(g), "material" information may include any information, positive or negative, which might be of significance to an investor in determining whether to purchase, sell or hold the stock of publicly traded customers. Information may be significant for this purpose even if it would not alone determine the investor's decision. Examples include a potential business acquisition, internal financial information that departs in any way from what the market would expect, the acquisition or loss of a major contract, or an important financing transaction.

h. The Company does not wish to incorporate any unlicensed or unauthorized material into its products or services or those of its subsidiaries. Therefore, Contractor and Executive agree that Executive will not knowingly disclose to the Company, use in the Company's business, or cause the Company to use, any information or material which is confidential or proprietary to any third party including, but not limited to, any former Company, competitor or client, unless the Company has a right to receive and use such information. Contractor and Executive will not incorporate into Executive's work any material which is subject to the copyrights of any third party unless the Company has a written agreement with such third party or otherwise has the right to receive and use such information.

i. It is agreed that any breach or anticipated or threatened breach of any of Contractor's or Executive's covenants contained in this Paragraph 10 will result in irreparable harm and continuing damages to the Company and its business and that the Company's remedy at law for any such breach or anticipated or threatened breach will be inadequate and, accordingly, in addition to any and all other remedies that may be available to the Company at law or in equity in such event, any court of competent jurisdiction may issue a decree of specific performance or issue a temporary and permanent injunction, without the necessity of the Company posting bond or furnishing other security and without proving special damages or irreparable injury, enjoining and restricting the breach, or threatened breach, of any such covenant, including, but not limited to, any injunction restraining Contractor and/or Executive from disclosing, in whole or part, any Confidential Information. Contractor and Executive acknowledge the truthfulness of all factual statements in this Agreement and agrees that Contractor and Executive are estopped from and will not make any factual statement in any proceeding that is contrary to this Agreement or any part thereof.

11. Termination.

a. This Agreement may be terminated immediately upon written notice by the Company to Contractor for Cause (as defined below) or by Contractor to the Company without Good Reason (as defined below). In the event of any such termination, Company's only obligation shall be to pay Contractor the accrued and earned portion of its Base Fee through the date of termination that has not previously been paid pursuant to Paragraph 3(a) above. No bonus shall be payable pursuant to Paragraph 3(b) or 3(c) above.

b. This Agreement may be terminated immediately upon written notice by the Company to Contractor without Cause (as defined below) or by Contractor to the Company for Good Reason (as defined below). In the event of any such termination, Company shall pay Contractor:

(1) within thirty (30) days following termination, an amount equal to (i) the accrued and earned portion of its Base Fee through the date of termination that has not previously been paid pursuant to Paragraph 3(a) above, (ii) if such termination occurs during the Initial Term or First Renewal Period, the total amount of the Base Fee that would have been payable had Contractor provided services under this Agreement through the end of such Initial Term or First Renewal Period, as applicable, which amount shall not include Base Fee previously paid to Contractor through the date of termination and (iii) the unpaid Guaranteed Bonus, if any; and

(2) a pro rata portion of Contractor's bonus, if any, as set forth in Paragraph 3(b) or 3(c) above, as applicable, determined by multiplying the bonus amount as calculated based on the Company's actual performance with respect to the performance targets established in Paragraph 3(b) or 3(c) above for the performance period in which the termination occurs, (less the Guaranteed Bonus if the termination occurs during the Initial Performance Period), by a fraction equal to the number of days of Contractor's engagement during the applicable bonus performance period divided by the total number of days in such applicable period. Payment of the bonus under this Paragraph 11(b) shall be made in a single lump sum, not later than the 15th day of the third calendar month that begins after the close of the calendar year for which such bonus is earned.

c. This Agreement may be terminated immediately upon the Executive's death or in the event the Executive is unable to substantially perform his duties and responsibilities hereunder due to physical or mental impairment that can be expected to result in death or last for a continuous period of at least twelve (12) months (a "Disability"). Any question as to the existence of the Executive's Disability upon which Executive and the Company cannot agree shall be determined by an independent physician mutually agreeable to the Company and the Executive. In the event of any such termination, Company shall pay Contractor within thirty (30) days following termination (1) the accrued and earned portion of the applicable Base Fee through the date of termination that has not previously been paid pursuant to Paragraph 3(a) above, (2) the unpaid Guaranteed Bonus, if any, and (3) a pro rata portion of Contractor's bonus, if any, as set forth in Paragraph 3(b) or 3(c) above, as applicable,

determined by multiplying the maximum bonus amount (less the Guaranteed Bonus if the termination occurs during the Initial Performance Period), by a fraction equal to the number of days of Contractor's engagement during the applicable bonus performance period divided by the total number of days in such applicable period. Payment of the bonus under this Paragraph 11(c) shall be made in a single lump sum, not later than the 15th day of the third calendar month that begins after the close of the calendar year for which such bonus is earned.

d. Pursuant to Paragraph 1 above, either the Company or Contractor may elect not to extend the Term, including the Initial Term, First Renewal Period, the Second Renewal Period or any Monthly Extension (each, an "**Engagement Period**"), at which time Contractors' engagement with the Company shall terminate at the end of the then-current Engagement Period. If the Company or Contractor elects not to extend the Term, at the end of the then-current Engagement Period, Contractor will be entitled to receive (i) an amount equal to the accrued and unpaid portion of the applicable Base Fee through the last day of the then-current Engagement Period, and (ii) a pro rata portion of Contractor's bonus, if any, as set forth in Paragraph 3(b) or 3(c) above, as applicable, determined by multiplying the full bonus amount by a fraction equal to the number of days of Contractor's engagement during such applicable period divided by the total number of days in the applicable bonus performance period. Payment of the bonus under this Paragraph 11(d) shall be made in a single lump sum, not later than the 15th day of the third calendar month that begins after the close of the calendar year for which such bonus is earned.

12. Compliance with Law. Notwithstanding anything to the contrary contained herein, the payment of any amounts otherwise payable to Contractor pursuant to Paragraphs 11(a) through 11(d) above or the Guaranteed Bonus pursuant to Paragraph 3(b) above, shall be deferred during the pendency of any proceeding in the United States Bankruptcy Court for the District of Delaware regarding the comprehensive financial restructuring of the Company, its Subsidiaries and Affiliates pursuant to a plan of reorganization for such Persons, under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§101-1532, as amended (the "**Bankruptcy Proceedings**") and in accordance with Treas. Reg. Section 1.409A-2(b)(7)(ii). Any amounts owed to Contractor and deferred pursuant to this Paragraph 12 shall be paid by the Company at the earliest date that the Company reasonably anticipates that the making of the payment will not cause a violation of applicable law, and in any event within thirty (30) days following the Effective Date of the applicable Chapter 11 Plan of Reorganization or other final resolution of the Bankruptcy Proceedings.

13. Benefit and Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The rights of the Company, Contractor and Executive hereunder may not be assigned without the prior written consent of the other party.

14. Severability. Should any provision of this Agreement or application thereof be declared invalid, void or unenforceable for any reason, the validity and binding effect of the remaining portions shall not be affected and the remaining portions of this Agreement shall remain in full force and effect as if this Agreement had been executed with the invalid, void or unenforceable provision eliminated. To this end, the provisions of this Agreement are severable.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without reference to its conflict of law provisions. Furthermore, Contractor and Executive agree and consent to submit to personal jurisdiction in the State of Pennsylvania in any state or federal court of competent subject matter jurisdiction situated in Harrisburg, Pennsylvania. Contractor and Executive further agree that the sole and exclusive venue for any suit arising out of, or seeking to enforce, the terms of this Agreement shall be in a state or federal court of competent subject matter jurisdiction situated in Harrisburg, Pennsylvania. In addition, Contractor and Executive waive any right to challenge in another court any judgment entered by such court or to assert that any action instituted by the Company in any such court is in the improper venue or should be transferred to a more convenient forum. Further, Contractor and Executive waive any right Contractor or Executive may otherwise have to a trial by jury in any action to enforce the terms of this Agreement.

16. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall be the same document. Such counterparts may be executed and delivered in person or via facsimile.

17. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, statement or intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or be liable for any alleged representation, promise, inducement, or statement not set forth herein.

18. Modification. This Agreement may not be modified, amended, superseded, or cancelled, and none of the terms, covenants, representations, warranties or conditions hereof may be waived, without a written instrument executed by the party or parties to be bound by any such modification, amendment, supersession, cancellation, or waiver.

19. Waivers; Cumulative Remedies. The failure of any party to exercise any of its rights hereunder or to enforce any of the terms or conditions of this Agreement on any occasion shall not constitute or be deemed a waiver of that party's rights thereafter to exercise any rights hereunder or to enforce any and every term and condition of this Agreement. Any remedies provided for herein are cumulative, and not in substitution for any other remedy any party may have at law or in equity. No delay on the part of any party in exercising any right, power or privilege granted hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof.

20. Representation. The parties hereto acknowledge each has read this Agreement, that each fully understands its rights, privileges and duties under this Agreement, and that each enters into this Agreement freely and voluntarily. Contractor and Executive further acknowledge they have had the opportunity to consult with an attorney of their choice who is completely independent of and in no way connected with the Company, to explain the terms of this Agreement and the consequences of signing it.

21. Headings. All paragraph headings herein are inserted for convenience only and shall not modify or affect the construction or interpretation of any provision of this Agreement.

22. Further Assurances. The parties agree that, from time to time hereafter, and upon request, each of them will execute, acknowledge and deliver such documents and other instruments and shall perform such acts and deeds as may be reasonably required or desirable to effectuate the transactions contemplated by this Agreement or to otherwise carry out the terms and conditions of this Agreement.

23. Definitions.

a. **“Cause”** exists if Executive or Contractor, as applicable:

(i) shall have been convicted, indicted (or the equivalent thereof) or entered a plea of “guilty” or “no contest” to any felony or any other act involving fraud, theft, misappropriation, dishonesty, or embezzlement;

(ii) shall have committed intentional acts that materially impair the goodwill or business of Company or cause material damage to its property, goodwill, or business;

(iii) shall have refused to, or willfully failed to, perform his material duties hereunder when such refusal or willful failure has not been cured to the Company’s good faith satisfaction within thirty (30) days after Contractor or Executive has been provided written notice of the same and the corrective action required by the Company; provided, however, that any failure occurring during a period when the Executive is unable to perform his duties due to illness, disability or injury shall not constitute Cause; or

(iv) shall have breached any of Contractor’s or Executive’s obligations under Paragraph 10 of this Agreement;

b. **“Good Reason”** means:

(i) the assignment to Executive of any duties materially inconsistent in any respect with Paragraph 2 of this Agreement, or any other action by Company that results in a diminution in Executive’s position, authority, duties or responsibilities, other than an isolated, insubstantial and inadvertent action that is not taken in bad faith and is not remedied by Company within thirty (30) days after receipt of notice thereof from Contractor or Executive; or

(ii) any failure by Company to comply with any provision of Paragraph 6 of this Agreement, other than an isolated, insubstantial and inadvertent failure that is not taken in bad faith and is remedied by Company promptly after receipt of notice thereof from Contractor or Executive.

[Signature Page Immediately Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date first set forth above.

CONTRACTOR:

KISKI CONSULTING LLC

By: _____
Bill Corbin, Manager

EXECUTIVE

Bill Corbin

THE COMPANY:

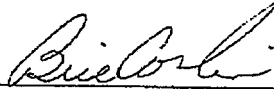
TAYLOR-WHARTON INTERNATIONAL LLC

By: _____
Its: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be effective as of the date first set forth above.

CONTRACTOR:

KISKI CONSULTING LLC

By: 
Bill Corbin, Manager

EXECUTIVE


Bill Corbin

THE COMPANY:

TAYLOR-WHARTON INTERNATIONAL LLC

By: _____
Its: _____

EXHIBIT C

Proposed Order

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

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC¹, et al.,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
Jointly Administered

Re: Docket No. _____

**ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b)
AUTHORIZING THE EMPLOYMENT AND RETENTION OF
KISKI CONSULTING LLC AND BILL CORBIN AS CHIEF EXECUTIVE OFFICER
AND CHAIRMAN NUNC PRO TUNC TO DECEMBER 1, 2009**

Upon consideration of the Application of Debtors and Debtors In Possession for an Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing the Employment and Retention of Kiski Consulting LLC and Bill Corbin as Chief Executive Officer and Chairman Nunc Pro Tunc to December 1, 2009 (the "Application")², the Court finds that (a) it has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) venue of these Cases and the Application are proper in this District pursuant to 28 U.S.C. §§ 1408 and 1409; (d) notice of the Application and the hearing was sufficient under the circumstances; and (e) upon the record herein, and after due deliberation, good and sufficient cause exists for the relief requested. Accordingly, it is hereby

ORDERED, ADJUDGED AND DECREED as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number are: Taylor-Wharton International LLC (1577); TWI-Holding LLC (8154); Taylor-Wharton Intermediate Holdings LLC (6890); Alpha One Inc. (1392); Beta Two Inc. (1408); Gamma Three Inc. (1367); Delta Four Inc. (1320); Epsilon Five Inc. (1344); TW Cryogenics LLC (1713); TW Cylinders LLC (1665); Sherwood Valve LLC (1781); American Welding & Tank LLC (1945); and TW Express LLC (6414). Each of the Debtors has a principal place of business at 4817 Old Gettysburg Road, Mechanicsburg, Pennsylvania 17055.

² Capitalized terms not defined herein shall have the meanings ascribed thereto in the Application.

1. The Application is GRANTED as set forth herein.
2. The Debtors are hereby authorized to employ and retain Kiski to provide the services of Mr. Corbin to serve as Chief Executive Officer and Chairman of the Debtors and to provide related services, *nunc pro tunc* to December 1, 2009, on the terms set forth in the Amended Consulting Agreement.
3. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: _____, 2010
Wilmington, Delaware

HONORABLE BRENDAN L. SHANNON
UNITED STATES BANKRUPTCY JUDGE

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

In re:

TAYLOR-WHARTON
INTERNATIONAL LLC¹, et al.,

Debtors.

Chapter 11

Case No. 09-14089 (BLS)
Jointly Administered

Hearing Date: February 16, 2010 at 10:00 a.m.
Objection Deadline: February 1, 2010 at 4:00 p.m.

**NOTICE OF APPLICATION OF DEBTORS AND DEBTORS IN POSSESSION
FOR AN ORDER PURSUANT TO 11 U.S.C. §§ 105(a) AND 363(b) AUTHORIZING
THE EMPLOYMENT AND RETENTION OF KISKI CONSULTING LLC
AND BILL CORBIN AS CHIEF EXECUTIVE OFFICER
AND CHAIRMAN NUNC PRO TUNC TO DECEMBER 1, 2009**

PLEASE TAKE NOTICE that on December 21, 2009, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the Application of Debtors and Debtors In Possession for an Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing the Employment and Retention of Kiski Consulting LLC and Bill Corbin as Chief Executive Officer and Chairman Nunc Pro Tunc to December 1, 2009 (the “Application”).

PLEASE TAKE FURTHER NOTICE that any objections to the Application must be filed on or before **February 1, 2010 at 4:00 p.m. (ET)** (the “Objection Deadline”) with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time, you must serve a copy of the objection upon the undersigned counsel to the Debtors so as to be received on or before the Objection Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING TO CONSIDER THE APPLICATION WILL BE HELD ON February 16, 2010 AT 10:00 A.M. (ET), BEFORE THE HONORABLE BRENDAN L. SHANNON AT THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE, 824 MARKET STREET, 6TH FLOOR, COURTROOM NO. 1, WILMINGTON, DELAWARE 19801.

PLEASE TAKE FURTHER NOTICE that if you fail to respond in accordance with this notice, the Court may grant the relief requested in the Application without further notice or hearing.

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number are: Taylor-Wharton International LLC (1577); TWI-Holding LLC (8154); Taylor-Wharton Intermediate Holdings LLC (6890); Alpha One Inc. (1392); Beta Two Inc. (1408); Gamma Three Inc. (1367); Delta Four Inc. (1320); Epsilon Five Inc. (1344); TW Cryogenics LLC (1713); TW Cylinders LLC (1665); Sherwood Valve LLC (1781); American Welding & Tank LLC (1945); and TW Express LLC (6414). Each of the Debtors has a principal place of business at 4817 Old Gettysburg Road, Mechanicsburg, Pennsylvania 17055.

Dated: December 28, 2009
Wilmington, Delaware

REED SMITH LLP

By: /s/ Mark W. Eckard
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Wilmington, DE 19801
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- and -

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hahn@reedsmith.com

Proposed Counsel for Taylor-Wharton
International LLC, *et al.*, Debtors and
Debtors-in-Possession