

EXHIBIT A
Proposed Order

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA**

In re:

CAFE HOLDINGS CORP., *et al.*,¹

Debtors.

Chapter 11

Case No. 18-____ (___)

(Joint Administration Requested)

**ORDER AUTHORIZING THE APPOINTMENT AND RETENTION OF
DONLIN, RECANO & COMPANY, INC. AS CLAIMS AND NOTICING AGENT
TO THE DEBTORS AND DEBTORS IN POSSESSION
EFFECTIVE *NUNC PRO TUNC* TO THE PETITION DATE**

Upon the application (the “**Application**”)² of the above-captioned debtors and debtors in possession (the “**Debtors**”), for entry of an order (the “**Order**”) authorizing the Debtors to employ and retain Donlin, Recano & Company, Inc. (“**Claims and Noticing Agent**”) as claims and noticing agent on the terms set forth in the Agreement for services (the “**Services Agreement**”) annexed to the Application as **Exhibit C**; and upon the Declaration of Nellwyn Voorhies in Support of the Debtors’ Application to Appoint and Retain Donlin, Recano & Company, Inc. as Claims and Noticing Agent to the Debtors and debtors in possession annexed thereto as **Exhibit B**; it appearing that the relief requested therein is in the best interests of the Debtors’ estates, its creditors and other parties in interest; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §1334; and it appearing that this proceeding is a core proceeding pursuant to 28 U.S.C. §157(b)(2); and it appearing that venue of this proceeding is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that notice of

¹ Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Cafe Holdings Corp. (7910); Cafe Enterprises, Inc. (4946); CE Sportz LLC (2009); and CES Gastonia LLC (0863). The location of the Debtors’ corporate headquarters is 4324 Wade Hampton Blvd., Suite B, Taylors, South Carolina 29687.

² All capitalized terms used but otherwise not defined herein shall have the meaning set forth in the Application.

the Application was appropriate under the circumstances and that no other or further notice need be given; and after due deliberation and sufficient cause appearing therefore,

it is **HEREBY ORDERED**:

1. The Application is granted as set forth herein.
2. Notwithstanding the terms of the Services Agreement attached to the Application, the Application is approved solely as set forth in this Order.
3. The Debtors are authorized to retain the Claims and Noticing Agent, effective *nunc pro tunc* to the Petition Date, under the terms of the Services Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in these cases, and all related tasks, all as described in the Application (the “Claims and Noticing Services”).
4. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these cases and is authorized and directed to maintain official claims registers for each of the Debtors and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
5. The Claims and Noticing Agent is authorized and directed to provide an electronic interface for filing proofs of claim and to obtain a post office box or address for the receipt of proofs of claim.
6. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.
7. The Debtors are authorized to compensate the Claims and Noticing Agent in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by the Claims and Noticing Agent and the rates charged for each, and to reimburse the Claims and Noticing Agent for all reasonable and

necessary expenses it may incur, upon the presentation of appropriate documentation, without the need for the Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

8. The Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the U.S. Trustee, counsel for the Debtors, counsel for an official committee, if any, monitoring the expenses of the Debtors, and any party in interest who specifically requests service of the monthly invoices.

9. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.

10. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the undisputed fees and expenses of the Claims and Noticing Agent under the Services Agreement as approved by this Order shall be an administrative expense of the Debtors' estates.

11. The Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, the Claims and Noticing Agent may hold its retainer under the Services Agreement during the chapter 11 cases as security for the payment of fees and expenses under the Services Agreement.

12. The Debtors shall indemnify the Claims and Noticing Agent under the terms of the Services Agreement.

13. All requests by the Claims and Noticing Agent for the payment of indemnification as set forth in the Services Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Services Agreement and is reasonable under the

circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall the Claims and Noticing Agent be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

14. In the event that the Claims and Noticing Agent seeks reimbursement from the Debtors for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Claims and Noticing Agent's own applications, both interim and final, but determined by this Court after notice and a hearing.

15. In the event the Claims and Noticing Agent is unable to provide the services set out in this Order, the Claims and Noticing Agent will immediately notify the Clerk and Debtors' counsel and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' counsel.

16. The Claims and Noticing Agent shall not cease providing the Claims and Noticing Services during these cases for any reason without prior order of the Court authorizing the Claims and Noticing Agent to do so; *provided* that the Claims and Noticing Agent may seek such an order on expedited notice by filing a request with the Court with notice of such request to be served on the Debtors, the Office of the U.S. Trustee, and any official committee of creditors appointed, if any, in these cases by facsimile or overnight delivery; *provided further*, that except as expressly provided herein, the Debtors and the Claims and Noticing Agent may otherwise terminate or suspend other services as provided under the Services Agreement.

17. After entry of an order terminating the Claims and Noticing Agent's services, upon the closing of these cases, or for any other reason, the Claims and Noticing Agent shall

be responsible for archiving all proofs of claim with the Federal Archives Record Administration, if applicable, and shall be compensated by the Debtors in connection therewith.

18. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

19. Notice of the Application as provided therein shall be deemed good and sufficient notice of such Application and the requirements of Bankruptcy Rule 6004(a) and the Local Rules are satisfied by such notice.

20. Notwithstanding Bankruptcy Rule 6004(h), the terms and conditions of this Order are immediately effective and enforceable upon its entry.

21. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with Application and Services Agreement.

22. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

AND IT IS SO ORDERED.