

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Chapter 11
	)	
SGK VENTURES, LLC	)	Case No. 13-37603
(f/k/a Keywell L.L.C.),	)	
	)	Honorable Eugene R. Wedoff
Debtor.	)	
	)	Hearing Date: <b>October 1, 2014</b>
	)	Hearing Time: <b>10:00 a.m.</b>

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**NOTICE OF MOTION**

TO: Attached Certificate of Service.

PLEASE TAKE NOTICE that on **Wednesday, October 1, 2014, at 10:00 a.m.**, or as soon thereafter as counsel may be heard, we shall appear before the Honorable Eugene R. Wedoff or another judge sitting in his stead, at the United States District Court for the Northern District of Illinois, located 219 South Dearborn Street, Courtroom 744, Chicago, Illinois 60604, and then and there present the **AGREED MOTION FOR RELIEF FROM STAY**, a copy of which is served upon the attached service list.

September 24, 2014

Respectfully submitted,

SGK VENTURES, LLC  
(f/k/a Keywell L.L.C.),

By: /s/ Steven B. Chaiken  
One of its attorneys

Howard L. Adelman, Esq. (ARDC #0015458)  
Erich S. Buck, Esq. (ARDC #6274635)  
Steven B. Chaiken, Esq. (ARDC #6272045)  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, Illinois 60604  
Tel (312) 435-1050  
Fax (312) 435-1059  
**Counsel for the Debtor**

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

In re:	)	Chapter 11
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SGK VENTURES, LLC	)	Case No. 13-37603
(f/k/a Keywell L.L.C.),	)	
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**AGREED MOTION FOR RELIEF FROM STAY**

NOW COMES SGK Ventures, LLC f/k/a Keywell L.L.C., an Illinois limited liability company, debtor and debtor in possession herein (the “**Debtor**”), by and through its undersigned counsel, and by this motion (the “**Motion**”) requests the entry of an agreed order pursuant to section 362(d) of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the “**Code**”) and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”) modifying the automatic stay to permit Bank of America, N.A., as agent for certain lenders (“**Agent**”), to apply cash collateral deposited by the Debtor with Agent (a) to post-petition fees and expenses of Agent incurred in the ordinary course of business and (b) to reimburse Agent in connection with any draws made on letters of credit issued for the benefit of the Debtor. In support thereof, the Debtor respectfully states as follows:

**I. JURISDICTION AND VENUE**

1. On September 24, 2013 (the “**Petition Date**”) the Debtor filed a voluntary petition for relief under Chapter 11 of the Code. Since the Petition Date, the Debtor has continued to operate its business as a debtor in possession in accordance with 11 U.S.C. §§ 1107 and 1108 in the above-captioned case (the “**Chapter 11 Case**”).

2. A trustee has not been appointed in the Chapter 11 Case. On October 3, 2013, the Office of the United States Trustee appointed an official committee of unsecured creditors (the “**Committee**”) [Docket Entry No. 52, *amended by* Docket Entry Nos. 128 and 632].

3. This Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue lies properly in this Court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. 157(b)(2)(G). The statutory predicate for the relief requested herein is section 362(d) of the Code and the applicable rules are Bankruptcy Rules 4001(a) and (d) and Rule 4001-1 of the Local Rules of the United States Bankruptcy Court for the Northern District of Illinois.

4. On September 3, 2014, the Court entered that certain *Order Confirming Committee’s Plan of Liquidation* [Docket Entry No. 853] which, among other things, confirmed the Second Amended Plan of Liquidation of the Official Committee of Unsecured Creditors of SGK Ventures, LLC (as amended, supplemented and/or modified, the “**Plan**”). The Effective Date (as defined in the Plan) has not occurred as of the filing of this Motion.

## **II. BACKGROUND**

5. Prior to the Petition Date, the Debtor entered into that certain Second Amended and Restated Loan and Security Agreement dated as of June 18, 2010, as amended (the “**Loan Agreement**”) with certain lenders and Bank of America, N.A. as agent for such lenders. The Loan Agreement together with the credit facility documents and agreements executed in connection therewith are collectively referred to as the “**Loan Documents**”.

6. On August 22, 2013, the Debtor terminated the Loan Documents and satisfied in full all loans and other obligations to Agent and the lenders under the Loan Documents with certain exceptions.

7. Agent provided, and the Debtor acknowledged and agreed to, that certain Payoff Confirmation Letter dated August 22, 2013 (the “**Payoff Confirmation Letter**”) which sets forth the Debtor’s remaining obligations to Agent (the “**Remaining Obligations**”). A true and correct copy of the Payoff Confirmation Letter is attached hereto as **Exhibit A**.

8. Pursuant to the Payoff Confirmation Letter, the Remaining Obligations consist of (a) the obligation to reimburse Agent in connection with fees and expenses and any draws made on two (2) letters of credit issued prior to the Petition Date by Agent for the benefit of the Debtor (the “**Letter of Credit Obligations**”), (b) the obligation to reimburse Agent in connection with fees and expenses of Agent related to Agent’s provision of cash management and other bank products to the Debtor (the “**Bank Products/Cash Management Obligations**”), and (c) the obligation to reimburse Agent with respect to expenses incurred by Agent in connection with the transactions contemplated by the Payoff Confirmation Letter (the “**Agent Expenses**”). On August 22, 2013, the Debtor deposited with Agent the aggregate amount of \$855,343.60 consisting of (a) \$800,343.60 as cash collateral to secure the Letter of Credit Obligations (the “**Letter of Credit Cash Collateral**”), (b) \$15,000.00 as cash collateral to secure the Bank Products/Cash Management Obligations (the “**Bank Product Cash Collateral**”), and (c) \$40,000.00<sup>1</sup> as cash collateral to secure the Agent Expenses (the “**Expense Deposit Cash Collateral**” and, together with the Letter of Credit Cash Collateral and the Bank Product Cash Collateral, the “**Cash Collateral**”). The Cash Collateral is held by Agent in one or more segregated non-interest bearing accounts.

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<sup>1</sup> Prior to the Petition Date, legal fees in the amount of \$2,951.19, and expenses (in connection with Uniform Commercial Code filings, searches and releases) in the amount of \$9,715.00, were applied against the Expense Deposit Cash Collateral. As a result, as of the Petition Date, the remaining Expense Deposit Cash Collateral was \$27,333.81.

9. As security for the Letter of Credit Obligations and, as provided in the Payoff Confirmation Letter, the Debtor pledged and assigned and granted a continuing security interest in the Letter of Credit Cash Collateral. The parties also agreed that Agent may apply the Letter of Credit Cash Collateral to any amounts payable by the Debtor from time to time with respect to the Letter of Credit Obligations.

10. As security for the Bank Products/Cash Management Obligations and, as provided in the Payoff Confirmation Letter, the Debtor pledged and assigned and granted a continuing security interest in the Bank Product Cash Collateral. The parties also agreed that Agent may apply the Bank Product Cash Collateral to any amounts payable by the Debtor from time to time with respect to the Bank Products/Cash Management Obligations.

11. As security for the Agent Expenses and, as provided in the Payoff Confirmation Letter, the Debtor pledged and assigned and granted a continuing security interest in the Expense Deposit Cash Collateral. The parties also agreed that Agent may apply the Expense Deposit Cash Collateral to any amounts payable by the Debtor from time to time with respect to the Agent Expenses.

12. Agent is desirous of applying a portion of the Letter of Credit Cash Collateral, in the amount of \$26,878.85, in respect of monthly letter of credit fees that have accrued from the Petition Date through July 2014, and in the amount of \$2,875.30, in respect of Agent's legal expenses associated with the letters of credit. Agent is also desirous of applying a portion of the Letter of Credit Cash Collateral in respect of monthly letter of credit fees from August 2014 forward, until such time as the letters of credit are terminated or drawn in full. To the extent there are any draws on the letters of credit, Agent is further desirous of applying a portion of the Letter of Credit Cash Collateral to reimburse Agent in respect of any draws made under the

letters of credit. The Debtor has no objection to such requests. Upon termination or expiration of the letters of credit (and reimbursement of any fees, expenses or other obligations of Agent in connection therewith), the remainder of the Letter of Credit Cash Collateral, if any, will be returned to the Debtor's estate, subject to any draws on the letters of credit that may have been previously made. Other than monthly letter of credit fees calculated in accordance with the terms of the existing letters of credit and the Loan Documents, if Agent desires to apply a portion of the Letter of Credit Cash Collateral against additional fees incurred by Agent or expenses of Agent (including legal expenses), Agent will only do so (i) with the approval of counsel for the Debtor and Committee, (ii) in accordance with the terms of any plan of reorganization or liquidation confirmed in the Chapter 11 Case, or (iii) on further order of this Court.

13. Agent continues to provide cash management and other bank product services to the Debtor. Upon termination of all such cash management and other bank product services, Agent will return the Bank Product Cash Collateral (in the amount of \$15,000.00 less any Bank Products/Cash Management Obligations incurred subsequent to the date of this Motion) to the Debtor's estate. As of the date of this Motion, no Bank Products/Cash Management Obligations have accrued that Agent would assert against the Bank Product Cash Collateral.

14. Agent is desirous of applying a portion of the Expense Deposit Cash Collateral, in the amount of \$21,237.73<sup>2</sup>, in respect of Agent Expenses that were accrued and unpaid as of the Petition Date or that have accrued from the Petition Date through July 2014. The Debtor has no objection to such request. Upon termination or expiration of the letters of credit (and reimbursement of any fees, expenses or other obligations of Agent in connection therewith) and termination of all cash management and other bank products provided by Agent to the Debtor,

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<sup>2</sup> This amount consists of \$18,651.85 in legal fees and \$2,585.88 in foreign credit insurance fees.

the remainder of the Expense Deposit Cash Collateral, if any, will be returned to the Debtor's estate. If Agent desires to apply a portion of the Expense Deposit Cash Collateral against additional expenses of Agent (including legal expenses), Agent will only do so (i) with the approval of counsel for the Debtor and Committee, (ii) in accordance with the terms of any plan of reorganization or liquidation confirmed in the Chapter 11 Case, or (iii) on further order of this Court.

15. Subject to approval by this Court, the Debtor, Agent, and the Committee have agreed to the entry of the *Agreed Order Modifying the Automatic Stay* attached hereto (the “**Agreed Order**”) to permit Agent to apply the Letter of Credit Cash Collateral and the Expense Deposit Cash Collateral to the Letter of Credit Obligations and the Agent Expenses described above.

16. The Committee has advised the Debtor that it has no objection to the relief sought herein.

### **III. RELIEF REQUESTED**

17. By this Motion, the Debtor seeks entry of an agreed order modifying the automatic stay to permit Agent to apply a portion of the Letter of Credit Cash Collateral to accrued and accruing Letter of Credit Obligations and to apply a portion of the Expense Deposit Cash Collateral to accrued and accruing Agent Expenses, as set forth above.<sup>3</sup>

18. The automatic stay bars the “continuation . . . of a judicial . . . proceeding against the debtor that was . . . commenced before the commencement of the case . . . .” 11 U.S.C. § 362(a)(a).

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<sup>3</sup> The Required Statement to Accompany All Motions for Relief from Stay is attached hereto as **Exhibit B**.

19. The Court may modify the automatic stay for “cause,” 11 U.S.C. § 362(d)(1), an inquiry that focuses on “the hardships imposed on the parties with an eye towards the overall goals of the Bankruptcy Code,” *In re C & S Grain Co.*, 47 F.3d 233, 238 (7th Cir. 1995). Further the Court may modify the automatic stay if “the debtor does not have equity in such property” and “such property is not necessary to an effective reorganization” 11 U.S.C. § 362(d)(2)(A) and (B).

20. Cause exists to modify the automatic stay with respect to the accrued fees and expenses that have accrued since the Petition Date; Agent is entitled to be paid such fees and expenses on a timely basis in accordance with the terms of the Loan Documents. Moreover, to the extent Agent is entitled to be paid such amounts from the Cash Collateral in which it was granted liens on and security interests in to secure the Remaining Obligations, the Debtor does not have any equity in such property and such property is not necessary to an effective reorganization.

### **III. NOTICE**

21. Seven (7) days’ written notice of this Motion has been given, via CM/ECF to (a) the Office of the United States Trustee; (b) counsel to NewKey Group, LLC and NewKey Group II, LLC; (c) counsel to the Committee; and (d) all other parties who are registered on the Court’s CM/ECF system and via facsimile to counsel to Agent. The Debtor requests that such notice be deemed adequate under the circumstances and that any other or further notice requirements be waived.



WHEREFORE, the Debtor respectfully requests entry of an agreed order, a proposed form of which is filed herewith, modifying the automatic stay to permit Agent to apply a portion of the Cash Collateral to accrued and accruing Remaining Obligations as set forth above.

Dated: September 24, 2014

Respectfully submitted,

SGK Ventures, LLC  
(f/k/a Keywell L.L.C.)

By: /s/ Steven B. Chaiken  
One of its attorneys

Howard L. Adelman, Esq. (ARDC #0015458)  
Erich S. Buck, Esq. (ARDC #6274635)  
Steven B. Chaiken, Esq. (ARDC #6272045)  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, Illinois 60604  
Tel (312) 435-1050  
Fax (312) 435-1059  
**Counsel for the Debtor**

**BY AGREEMENT:**

BANK OF AMERICA, N.A., as Agent,

OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS

By: /s/ Dimitri G. Karcazes  
Dimitri G. Karcazes, Esq.  
GOLDBERG KOHN LTD.  
55 East Monroe Street  
Suite 3300  
Chicago, Illinois 60603  
(312) 201-4000  
**Counsel to Agent**

By: /s/ David A. Agay  
David A. Agay, Esq.  
Sean D. Malloy, Esq.  
Micah E. Marcus, Esq.  
Joshua A. Gadharf, Esq.  
McDONALD HOPKINS LLC  
300 North LaSalle Street, Suite 2100  
Chicago, Illinois 60654  
(312) 280-0111  
**Counsel to the Committee**

**CERTIFICATE OF SERVICE**

The undersigned certifies that, on September 24, 2014, a copy of the foregoing **NOTICE OF MOTION** and **AGREED MOTION FOR RELIEF FROM STAY** were filed with the Clerk of the Court using the CM/ECF system, a copy of which will be served upon counsel of record via the Court's CM/ECF electronic notification or via facsimile, as indicated below:

**SERVICE LIST**

**Via CM/ECF**

Patrick S. Layng  
Kimberly Bacher  
Kathryn M. Gleason  
Office of the U.S. Trustee, Region 11  
219 S Dearborn St, Room 873  
Chicago, IL 60604

Gordon E. Gouveia, Esq.  
Steven B. Towbin, Esq.  
Terence G. Banich, Esq.  
Shaw Fishman Glantz & Towbin LLC  
321 N. Clark Street, Suite 800  
Chicago, IL 60654  
*Counsel to NewKey Group, LLC & NewKey Group II, LLC*

Mark W. Page, Esq.  
Kelley Drye & Warren LLP  
333 W. Wacker Drive, Suite 2600  
Chicago, IL 60606  
*Counsel to Alpert & Alpert Iron & Metal, Inc.*

Matthew T. Gensburg, Esq.  
Nancy A. Peterman, Esq.  
Greenberg Traurig, LLP  
77 W. Wacker Drive, Suite 3100  
Chicago, IL 60601  
*Counsel to Cronimet Holdings, Inc.*

Thomas V. Askounis, Esq.  
Alex Darcy, Esq.  
Amrit S. Kapai, Esq.  
Askounis & Darcy, PC  
444 N. Michigan Avenue, Suite 3270  
Chicago, IL 60611  
*Counsel to Wells Fargo Equipment Finance, Inc.*

Monette W. Cope, Esq.  
Weltman, Weinberg & Reis Co., L.P.A.  
965 Keynote Circle  
Brooklyn Hts, OH 44131  
*Counsel to Toyota Motor Credit Corporation & Gibson Machinery, LLC*

Stephen A. Yokich, Esq.  
Cornfield and Feldman LLC  
25 East Washington Street, Suite 1400  
Chicago, IL 60602  
*Counsel to United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union*

Andrew J. Abrams, Esq.  
Boodell & Domanskis, LLC  
353 N. Clark Street, Suite 1800  
Chicago, IL 60654  
*Counsel to Loni-Jo Metal Corporation*

Eric R. von Helms, Esq.  
Kohner, Mann & Kailas, S.C.  
4650 North Port Washington Road, 2<sup>nd</sup> Floor  
Milwaukee, WI 53212  
*Counsel to Banc of America Leasing & Capital, LLC*

David A. Agay, Esq.  
Joshua A. Gadharf, Esq.  
Micah E. Marcus, Esq.  
McDonald Hopkins LLC  
300 North LaSalle, Suite 2100  
Chicago, IL 60654  
*Counsel to Official Committee of Unsecured Creditors*

Jacquelyn T. Vengal, Esq.  
Miriam R. Stein, Esq.  
Chuhak & Tecson, P.C.  
30 S. Wacker Drive, Suite 2600  
Chicago, IL 60606  
***Counsel to TCF Equipment Finance, Inc.***

Wendy Kaleta Skrobin, Esq.  
McFadden & Dillon, P.C.  
120 S. LaSalle Street, Suite 1335  
Chicago, IL 60603  
***Counsel to PNC Bank, National Association & PNC Equipment Finance, LLC***

Steven M. Wolock, Esq.  
Kathleen H. Klaus, Esq.  
Maddin, Hauser, Wartell, Roth & Heller  
28400 Northwestern Highway, 3rd Floor  
Southfield, MI 48034  
***Counsel to Marwol Metals, Ltd.***

Joel A. Stein, Esq.  
Deutsch Levy & Engel Chtd.  
225 W. Washington Street, Suite 1700  
Chicago, IL 60606  
***Counsel to 75S Corp. dba FMC Metals***

Brandy A. Sargent, Esq.  
Stoel Rives LLP  
900 SW Fifth Avenue  
Suite 2600  
Portland, OR 97204  
***Counsel to Caledonian Alloys***

Lawrence D. Mishkin  
Silver & Mishkin, LLC  
400 Skokie Boulevard  
Suite 850  
Northbrook, IL 60062  
***Counsel to Lawrence D. Plant and Philip Rosenberg***

Mark X. Mullin  
Hayes and Boone, LLP  
2323 Victory Avenue  
Suite 700  
Dallas, TX 75219  
***Counsel to KW Metals Acquisition LLC***

Child's Trust Created U/W Janet Nadel FBO  
Tina Nadel Gravley and  
Child's Trust Created U/W Janet Nadel FBO  
Glen L. Nadel  
c/o Jonathan W. Young  
Yeny C. Estrada  
Edwards Wildman Palmer LLP  
225 West Wacker Drive  
Chicago, IL 60606

Cory J. Kerger  
Loren S. Cohen  
Wilson, Elser, Moskowitz, Edelman & Dicker  
55 W. Monroe Street  
Suite 3800  
Chicago, IL 60603  
***Counsel for Philip Rosenberg and Michael Rosenberg***

Curtis E. Kimball  
Rudman Winchell  
84 Harlow Street  
Bangor, ME 04401  
***Counsel for Helm Financial Corporation and Helm Pacific Leasing***

James F. Mangan  
Koff, Mangan, Vullo & Gartley, PC  
179 S. Wyoming Avenue  
Kingston, PA 18704  
***Counsel to Louis Cohen & Son, Inc.***

Debra V. Levine, Esq.  
DVL Law Offices, LLC  
53 W. Jackson, Suite 1001  
Chicago, IL 60604  
***Counsel to Brami Superalliages***

Roger J. Higgins  
The Law Offices of Roger J. Higgins, LLC  
1 North Bishop Street, Suite 14  
Chicago, IL 60601  
***Counsel to Edward J. Newman, Deborah S. Newman, John D. Joyce and Cronimet Holdings, Inc.***

William J. Barrett  
Barack, Ferrazzano, Kirschbaum, Nagelberg  
200 West Madison Street, Suite 3900  
Chicago, IL 60606  
***Counsel for Keywell Metals, LLC***

John Eggum  
Foran, Glennon, Palandech, Ponzi & Rudloff  
222 North LaSalle Street, Suite 1400  
Chicago, IL 60601  
*Counsel for Commerce & Industry Insurance Company*

Timothy D. Elliott  
Emily A. Shupe  
Rathje & Woodward, LLC  
300 East Roosevelt Road, Suite 300  
Wheaton, IL 60187  
*Counsel for Cronimet Holdings, Inc., John D. Joyce and Edward J. Newman*

**Via Facsimile**

Golberg Kohn, Ltd.  
Attn: Dimitri G. Karcazes  
Fax: 312-863-7476  
*Counsel for Bank of America, N.A., as agent for certain lenders*

By: /s/ Steven B. Chaiken  
Howard L. Adelman, Esq. (ARDC #0015458)  
Erich S. Buck, Esq. (ARDC #6274635)  
Steven B. Chaiken, Esq. (ARDC #6272045)  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, Illinois 60604  
Tel (312) 435-1050  
Fax (312) 435-1059  
**Counsel for the Debtor**

# **EXHIBIT A**

## PAYOFF CONFIRMATION LETTER

August 22, 2013

Keywell L.L.C.  
11900 South Cottage Grove  
Chicago, Illinois 60628

Re: Second Amended and Restated Loan and Security Agreement dated as of June 18, 2010, as amended (the "Loan Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Loan Agreement), among certain lenders (collectively, "Lenders"), Bank of America, N.A., as agent for such lenders ("Agent"), as Sole Lead Arranger and Book Manager, and Keywell, L.L.C. ("Borrower"), together with the credit facility documents and agreements executed in connection therewith (collectively, the "Loan Documents")

Ladies and Gentlemen:

Agent has been informed that Borrower intends to terminate the Loan Documents on August 22, 2013 ("Payoff Date") and to satisfy in full all loans and other obligations of Borrower to Agent and the Lenders under the Loan Documents outstanding as of the Payoff Date (except Borrower's obligations relating to the Letters of Credit and Bank Products, in each case as described below), including all principal, interest, fees, expenses and other amounts outstanding or payable under the Loan Documents (collectively, "Obligations"). Notwithstanding such payment of the Obligations, however, Borrower has requested that Agent's letters of credit shown on Attachment A (the "Letters of Credit") remain outstanding. Agent has agreed to accept the payoff, to allow the Letters of Credit to remain outstanding, and to release its security interests and liens under the Loan Documents on Borrower's assets ("Agent's Liens"), on the terms set forth in this letter agreement.

Agent agrees that upon its receipt, no later than 12:00 noon (Chicago time) on the Payoff Date, of (a) immediately available funds in an amount equal to \$873,419.14 ("Payoff Amount"), which consists of \$0.00 of principal, \$7,515.31 of interest, and \$10,560.23 of fees, (b) cash collateral deposited by Borrower with Agent in an amount equal to 105% of the face amount of the Letters of Credit (including all investments, earnings, increases and proceeds thereof, "L/C Cash Collateral"), which such amount has been delivered by Borrower to Agent prior to the date hereof, (c) cash collateral deposited by Borrower with Agent in an amount equal to \$15,000 (the "Bank Product Cash Collateral"), (d) cash collateral deposited by Borrower with Agent in an amount equal to \$40,000 (the "Expense Deposit Cash Collateral"; together with the L/C Cash Collateral and the Bank Product Cash Collateral collectively, the "Cash Collateral"), and (e) a fully executed copy of this letter agreement:

1. The Loan Agreement will be terminated and the Obligations will be satisfied, in each case other than Borrower's obligations relating to the Letters of Credit and Bank Products,

and other than any indemnification and other provisions that survive under the express terms of the Loan Documents;

2. Agent's Liens (except in the Cash Collateral) shall be of no further force or effect; and

3. Borrower or its designee is authorized to file releases of all financing statements filed by Agent showing Borrower as debtor and described on Attachment B. Upon Borrower's reasonable request from time to time, Agent will execute and deliver such additional lien releases as may be necessary to effectively terminate any and all Agent's Liens (except in the Cash Collateral) on the assets and properties of Borrower on any public record.

Instructions for the wire transfer of funds by Borrower to Agent are as follows:

Bank of America  
Chicago Collection Account  
ABA – 026009593  
Account – 9401743041  
Reference – Keywell Payoff

By their acceptance hereof, Borrower acknowledges and agrees that (a) Agent reserves all of its rights with respect to each automated clearinghouse (ACH) transfer and each check and other instrument or payment item received by Agent from Borrower or any of Borrower's account debtors prior to full payment of the Obligations as contemplated hereby (such ACH transfers, checks, instruments or other payment items being, collectively, "Payment Items"); (b) Agent has credited the amount of all such Payment Items to Borrower's account, but Agent may not have received full and final credit or payment therefor prior to the Payoff Date; and (c) Borrower shall reimburse and pay to Agent, promptly after Agent's demand therefor made at any time within 60 days after the date hereof, in immediately available funds, the amount of any such Payment Item that is dishonored or returned to Agent or remains unpaid for any reason plus any bank charges and all other reasonable costs incurred by Agent that arise as a result of such dishonor or return

Borrower expressly agrees that all letter of credit applications and reimbursement agreements relating to the Letters of Credit shall remain in full force and effect, and nothing herein shall be deemed to constitute a release by Agent of its rights under such documents or its lien on the L/C Cash Collateral. As security for Borrower's obligations relating to the Letters of Credit, Borrower hereby pledges and assigns, and grants a continuing security interest in, the L/C Cash Collateral to Agent. The L/C Cash Collateral shall be held by Agent in a non-interest-bearing account. After the termination or expiration of each Letter of Credit, the Borrower shall deliver written notice to Agent instructing Agent to release to Borrower any remaining amount of the L/C Cash Collateral relating to such Letter of Credit, and within 10 Business Days of receipt by Agent of such notice, Agent shall remit such amount to Borrower by wire transfer to such account as is designated in writing to Agent by Borrower. Agent may apply the L/C Cash Collateral to any amounts payable by Borrower from time to time with respect to the Letters of Credit. Borrower agrees to deliver such instruments and agreements as Agent may deem appropriate to evidence Borrower's continuing obligations with respect to the Letters of Credit,

including reimbursement of draws thereunder and payment of all related fees and expenses, and/or to evidence and perfect Agent's lien on the L/C Cash Collateral.

Borrower expressly agrees that all agreements and obligations of Borrower in respect of Bank Products shall remain in full force and effect, and nothing herein shall be deemed to constitute a release by Agent of its rights under such documents or its lien on the Bank Product Cash Collateral. As security for Borrower's obligations and liabilities in respect of Borrower's Bank Products, Borrower hereby pledges and assigns, and grants a continuing security interest in, the Bank Product Cash Collateral to Agent. The Bank Product Cash Collateral shall be held by Agent in a non-interest-bearing account. After the termination of all Bank Products, the Borrower shall deliver written notice to Agent instructing Agent to release to Borrower any remaining amount of the Bank Product Cash Collateral, and within 10 Business Days of receipt by Agent of such notice, Agent shall remit such amount to Borrower by wire transfer to such account as is designated in writing to Agent by Borrower. Agent may apply the Bank Product Cash Collateral to any amounts payable by Borrower from time to time with respect to the Bank Products. Borrower agrees to deliver such instruments and agreements as Agent may deem appropriate to evidence Borrower's continuing obligations with respect to the Bank Products, including payment of all related fees and expenses, and/or to evidence and perfect Agent's lien on the Bank Product Cash Collateral.

Borrower expressly agrees that all obligations of Borrower under the Loan Documents (including indemnification obligations) that by the terms of the Loan Documents survive the termination of the Loan Agreement and all other obligations under the Loan Documents (including this letter) to reimburse Agent and the Lenders for costs and expenses that may become due and payable after the date hereof (collectively, the "Surviving Obligations") shall remain in full force and effect, and nothing herein shall be deemed to constitute a release by Agent of such obligations or Agent's lien on the Expense Deposit Cash Collateral. As security for Borrower's obligations and liabilities in respect of the reimbursement of expenses of Agent in connection with the transactions contemplated by this letter, Borrower hereby pledges and assigns, and grants a continuing security interest in, the Expense Deposit Cash Collateral to Agent. The Expense Deposit Cash Collateral shall be held by Agent in a non-interest bearing account. Agent may apply the Expense Deposit Cash Collateral to any amounts payable by Borrower from time to time with respect to the reimbursement of expenses of Agent in connection with the transaction contemplated by this letter. Borrower agrees to deliver such instruments and agreements as Agent may deem appropriate to evidence Borrower's continuing obligations with respect to the Surviving Obligations, and/or to evidence and perfect Agent's lien on the Expense Deposit Cash Collateral. Within 90 days following the date hereof, Agent shall remit to Borrower any remaining amount of the Expense Deposit Cash Collateral by wire transfer to such account as is designated in writing to Agent by Borrower.

Borrower acknowledges that the Payoff Amount is due and owing pursuant to the Loan Documents. If, for any reason, any of the Payoff Amount or any other amounts applied by Agent to payment of the Obligations is voided or rescinded or must otherwise be returned by Agent as a result of Borrower's insolvency, bankruptcy or otherwise, Borrower acknowledges and agrees that the Loan Documents, and Borrower's obligations and liabilities thereunder, shall be reinstated to that extent. Borrower agrees to close its blocked, collection, disbursement,



depository and other cash management accounts and any other Bank Products maintained with Agent, not later than 90 days after the Payoff Date.

By its signature below, Borrower (a) confirms its consent to the foregoing, (b) releases Agent, Lenders, and their directors, officers, employees, affiliates, representatives and agents, from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon, relating to or arising out of the Obligations and related transactions in any way, and (c) acknowledges that, upon Agent's receipt of the Payoff Amount and Cash Collateral, Agent (in its capacity as agent under the Loan Agreement) and Lenders have no further obligations or liabilities to Borrower, and Bank of America, N.A. has no further obligations to Borrower except in connection with the Letters of Credit and any cash management services provided to Borrower.

This letter agreement may be executed in counterparts and be delivered by facsimile. This shall constitute an agreement made in, and governed by, the internal laws of the State of Illinois.

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent

By   
Title: *Sr. Vice President*

Acknowledged and agreed:

**KEYWELL L.L.C.**

By \_\_\_\_\_  
Title: \_\_\_\_\_

depository and other cash management accounts and any other Bank Products maintained with Agent, not later than 90 days after the Payoff Date.

By its signature below, Borrower (a) confirms its consent to the foregoing, (b) releases Agent, Lenders, and their directors, officers, employees, affiliates, representatives and agents, from any and all claims, demands, debts, liabilities, actions and causes of action of every kind and character based upon, relating to or arising out of the Obligations and related transactions in any way, and (c) acknowledges that, upon Agent's receipt of the Payoff Amount and Cash Collateral, Agent (in its capacity as agent under the Loan Agreement) and Lenders have no further obligations or liabilities to Borrower, and Bank of America, N.A. has no further obligations to Borrower except in connection with the Letters of Credit and any cash management services provided to Borrower.

This letter agreement may be executed in counterparts and be delivered by facsimile. This shall constitute an agreement made in, and governed by, the internal laws of the State of Illinois.

Very truly yours,

**BANK OF AMERICA, N.A.,**  
as Agent

By \_\_\_\_\_  
Title:

Acknowledged and agreed:

**KEYWELL I.L.C.**

By  \_\_\_\_\_  
Title: Executive Vice President & CFO

Attached A

**Letters of Credit**

<u>Letter of Credit Number</u>	<u>Face Amount</u>	<u>Expiration Date</u>
68064161	\$312,232.00	March 1, 2014
68029580	\$450,000	October 1, 2013

Attached B

**Financing Statements**

<b>DEBTOR</b>	<b>JURISDICTION</b>	<b>FILING NUMBER</b>	<b>FILING DATE</b>
Keywell L.L.C.	Illinois Secretary of State	004121910	11/15/99
Keywell L.L.C.	Illinois Secretary of State	006909477	04/25/03
Keywell L.L.C.	Illinois Secretary of State	006914381	04/25/03
Keywell L.L.C.	Illinois Secretary of State	006914411	04/28/03
Keywell L.L.C.	Illinois Secretary of State	009204024	10/26/04
Keywell L.L.C.	Cook County, Illinois	09108022	11/24/99
Keywell L.L.C.	Fulton County, Georgia	BK 28045, PG 335	11/24/99
Keywell L.L.C.	Wayne County, Michigan	99574401 BK 30749, PG 128	11/30/99
Keywell L.L.C.	Chautauqua County, New York	UC 1999005442 RE 5/2995	11/26/99
Keywell L.L.C.	Union County, North Carolina	9903305 BK 3594, PG 866	11/24/99
Keywell L.L.C.	Allegheny County, Pennsylvania	56722	11/24/99

# **EXHIBIT B**

**REQUIRED STATEMENT  
TO ACCOMPANY MOTIONS FOR RELIEF FROM STAY**

All Cases: Debtor(s) SGK VENTURES, LLC (f/k/a Keywell L.L.C.) Case No. 13-37603 Chapter 11

All Cases: Moving Creditor N.A. Date Case Filed 09/24/2013

Nature of Relief Sought: ☒ Lift Stay ☐ Annul Stay ☒ Other (describe) Modify stay; see accompanying Motion.

Chapter 13: Date of Confirmation Hearing \_\_\_\_\_ or Date Plan Confirmed \_\_\_\_\_

Chapter 7: ☐ No-Asset Report Filed on \_\_\_\_\_  
☐ No-Asset Report not Filed, Date of Creditors Meeting \_\_\_\_\_

1. Collateral

- a. ☐ Home  
b. ☐ Car Year, Make, and Model \_\_\_\_\_  
c. ☒ Other (describe) Cash collateral deposits; see accompanying Motion.

2. Balance Owed as of Petition Date \$ Undetermined  
Total of all other Liens against Collateral \$ Undetermined

3. In chapter 13 cases, if a post-petition default is asserted in the motion, attach a payment history listing the amounts and dates of all payments received from the debtor(s) post-petition.

4. Estimated Value of Collateral (must be supplied in *all* cases) \$ 855,343.60

5. Default

- a. ☐ Pre-Petition Default  
Number of months \_\_\_\_\_ Amount \$ \_\_\_\_\_  
b. ☐ Post-Petition Default  
i. ☐ On direct payments to the moving creditor  
Number of months \_\_\_\_\_ Amount \$ \_\_\_\_\_  
ii. ☐ On payments to the Standing Chapter 13 Trustee  
Number of months \_\_\_\_\_ Amount \$ \_\_\_\_\_

6. Other Allegations

- a. ☐ Lack of Adequate Protection § 362(d)(1)  
i. ☐ No insurance  
ii. ☐ Taxes unpaid Amount \$ \_\_\_\_\_  
iii. ☐ Rapidly depreciating asset  
iv. ☐ Other (describe) \_\_\_\_\_  
b. ☐ No Equity and not Necessary for an Effective Reorganization § 362(d)(2)  
c. ☒ Other "Cause" § 362(d)(1)  
i. ☐ Bad Faith (describe) \_\_\_\_\_  
ii. ☐ Multiple Filings  
iii. ☒ Other (describe) Apply cash to outstanding obligations and letters of credit.  
d. Debtor's Statement of Intention regarding the Collateral  
i. ☐ Reaffirm ii. ☐ Redeem iii. ☐ Surrender iv. ☒ No Statement of Intention Filed

Date: 09/24/2014

Steven B. Chaiken  
Counsel for Movant

UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF ILLINOIS  
Eastern Division

In Re:	)	BK No.: 13-37603
SGK VENTURES, LLC	)	
(f/k/a Keywell L.L.C.),	)	Chapter: 11
	)	Honorable Eugene R. Wedoff
	)	
Debtor(s)	)	

**AGREED ORDER GRANTING MOTION FOR RELIEF FROM STAY**

This matter coming to be heard on the Agreed Motion for Relief from Stay (the "Motion"; capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion), filed by SGK Ventures, LLC f/k/a Keywell L.L.C. ("Debtor"), and by agreement with Bank of America, N.A., as agent for certain lenders ("Agent"), and the official committee of unsecured creditors ("Committee"), pursuant to Section 362(d) of the United States Bankruptcy Code, 11 U.S.C. § 101 et seq. (the "Code") and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the "Rules") modifying the automatic stay; due and proper notice having been given; and no further notice being required; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED that:

1. The Motion is granted;
2. Agent is hereby authorized and permitted to apply the Bank Product Cash Collateral to any amounts payable by the Debtor from time to time with respect to the Bank Products/Cash Management Obligations;
3. Agent is hereby authorized and permitted to apply a portion of the Letter of Credit Cash Collateral, in the amount of \$26,878.85, in respect of monthly letter of credit fees that have accrued from the Petition Date through July 2014, and in the amount of \$2,875.30, in respect of Agent's legal expenses associated with the letters of credit. Agent is further authorized and permitted to apply a portion of the Letter of Credit Cash Collateral in respect of monthly letter of credit fees from August 2014 forward, until such time as the letters of credit are terminated or drawn in full. To the extent there are any draws on the letters of credit, Agent is further authorized and permitted to apply a portion of the Letter of Credit Cash Collateral to reimburse Agent in respect of any draws made under the letters of credit. Upon termination or expiration of the letters of credit (and reimbursement of any fees, expenses or other obligations of Agent in connection therewith), the remainder of the Letter of Credit Cash Collateral, if any, will be returned to the Debtor's estate, subject to any draws on the letters of credit that may have been previously made. Other than monthly letter of credit fees calculated in accordance with the terms of the existing letters of credit and the Loan Documents, if Agent desires to apply a portion of the Letter of Credit Cash Collateral against additional fees incurred by Agent or expenses of Agent (including legal expenses), Agent will only do so (i) with the approval of counsel for the Debtor and Committee, (ii) in accordance with the terms of any plan of reorganization or liquidation confirmed in the Chapter 11 Case, or (iii) on further order of this Court; and

4. Agent is hereby authorized and permitted to apply a portion of the Expense Deposit Cash Collateral, in the amount of \$21,237.73 (consisting of \$18,651.85 in legal fees and \$2,585.88 in foreign credit insurance fees), in respect of Agent Expenses that were accrued and unpaid as of the Petition Date or that have accrued from the Petition Date through July 2014. Upon termination or expiration of the letters of credit (and reimbursement of any fees, expenses or other obligations of Agent in connection therewith) and termination of all cash management and other bank products provided by Agent to the Debtor, the remainder of the Expense Deposit Cash Collateral, if any, will be returned to the Debtor's estate. If Agent desires to apply a portion of the Expense Deposit Cash Collateral against additional expenses of Agent (including legal expenses), Agent will only do so (i) with the approval of counsel for the Debtor and Committee, (ii) in accordance with the terms of any plan of reorganization or liquidation confirmed in the Chapter 11 Case, or (iii) on further order of this Court.

Enter:

Dated:

United States Bankruptcy Judge

**Prepared by:**

Steven B. Chaiken  
ADELMAN & GETTLEMAN, LTD.  
53 W. Jackson Blvd., Suite 1050  
Chicago, Illinois 60604  
Tel (312) 435-1050  
Counsel for the Debtor