

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

In re:)	Chapter 11
)	
PUMPKIN PATCH LLC, ¹)	Case No. 09-12200 (BLS)
)	
Debtor.)	Objections Due: May 10, 2010
)	

**SUMMARY OF NINTH MONTHLY APPLICATION OF
NIXON PEABODY LLP, COUNSEL FOR THE DEBTOR, FOR ALLOWANCE OF
COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT OF
EXPENSES INCURRED FROM MARCH 1, 2010 THROUGH MARCH 31, 2010**

Name of Applicant:	<u>Nixon Peabody LLP</u>
Authorized to Provide Professional Services to:	<u>Debtor</u>
Date of Retention Order:	July 22, 2009 (<i>nunc pro tunc</i> to June 29, 2009)
Period for Which Compensation and Reimbursement is Sought:	<u>March 1, 2010 through</u> <u>March 31, 2010</u>
Amount of Compensation Sought as Actual, Reasonable and Necessary:	<u>\$46,208.00</u>
Amount of Expense Reimbursement Sought as Actual, Reasonable and Necessary:	<u>\$354.05</u>

This is a(n) x Monthly ___ Interim ___ First Fee Application.

This is Nixon Peabody LLP's ninth monthly application.

The total time expended in connection with the preparation of this fee application is not included as such time was expended after the Compensation Period.

¹ The last four digits of Pumpkin Patch LLC's federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 1112 Montana Ave., #455, Santa Monica, CA 90403.

Prior monthly applications filed:

Date Filed	Period Covered	Requested		Approved	
		Fees	Expenses	Fees	Expenses
September 2, 2009	June 29, 2009 through July 31, 2009	\$85,722.00	\$1,830.49	\$85,722.00	\$1,830.49
October 5, 2009	August 1, 2009 through August 31, 2009	\$33,549.50	\$756.11	\$33,549.50	\$756.11
November 2, 2009	September 1, 2009 through September 30, 2009	\$13,752.50	\$61.34	\$13,752.50	\$61.34
November 24, 2009	October 1, 2009 through October 31, 2009	\$11,276.50	\$0.00	\$9,021.20	\$0.00
December 11, 2009	November 1, 2009 through November 30, 2009	\$18,800.00	\$1.60	\$15,040.00	\$1.60
January 11, 2010	December 1, 2009 through December 31, 2009	\$15,901.50	\$32.72	\$12,721.20	\$32.72
March 19, 2010	January 1, 2010 through January 31, 2010	\$38,619.50	\$59.13	\$30,895.60	\$59.13
March 30, 2010	February 1, 2010 through February 28, 2010	\$14,284.00	\$17.14	Pending	Pending

**TIME SUMMARY TO NINTH MONTHLY APPLICATION OF NIXON PEABODY LLP
FOR ALLOWANCE OF COMPENSATION FOR SERVICES RENDERED AND
REIMBURSEMENT OF EXPENSES**

<u>Name</u>	<u>Year of Admission</u>	<u>Hourly Rate</u>	<u>Total Hours</u>	<u>Total Fees</u>
Partner				
Dennis J. Drebsky	1970	\$865.00	13.7	\$11,850.50
Associate				
Lee Harrington	1999	\$520.00	36.3	\$18,876.00
David Lee	2007	\$455.00	19.9	\$9,054.50
Alex Horn	2005	\$395.00	10.8	\$4,266.00
John Garibaldi	2007	\$365.00	4.5	\$1,642.50
Carolyn Bills	2010	\$305.00	1.7	\$518.50
TOTAL				
			86.9	\$46,208.00

PROJECT CATEGORY SUMMARY

Project Category	Total Hours	Total Fees
Asset Analysis and Recovery	19.3	\$8,121.50
Asset Disposition	7.4	\$3,477.50
Case Administration	8.2	\$7,011.00
Claims Administration and Objections	2.6	\$1,352.00
Fee/Employment Applications	11.8	\$4,786.00
Litigation	5.7	\$4,930.50
Plan and Disclosure Statement	31.9	\$16,259.50
TOTAL	86.9	\$46,208.00

EXPENSE SUMMARY

Description	Amount
Airfare	\$253.00
Copier	\$50.00
Domestic Telephone Calls	\$0.12
Express Delivery Service	\$35.93
Travel	\$15.00
TOTAL	\$354.05

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Debtor.)	Objections Due: May 10, 2010
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**NINTH MONTHLY APPLICATION OF NIXON PEABODY LLP, AS COUNSEL FOR
PUMPKIN PATCH LLC, FOR ALLOWANCE OF COMPENSATION
FOR SERVICES RENDERED AND FOR REIMBURSEMENT OF EXPENSES
INCURRED FOR THE PERIOD MARCH 1, 2010 THROUGH MARCH 31, 2010**

Nixon Peabody LLP (“NP”), as counsel for Pumpkin Patch LLC (the “Debtor”), as and for its application for allowance of interim compensation for professional services rendered for the period March 1, 2010 through March 31, 2010, and for reimbursement of expenses incurred in connection with such services (the “Application”), respectfully states as follows:

I. FEES AND EXPENSES FOR WHICH ALLOWANCE IS SOUGHT

1. This Application is made by NP pursuant to §§ 330 and 331 of title 11 of the United States Code (the “Bankruptcy Code”), Rule 2016 (a) of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), the Local Rules for the United States Bankruptcy Court for the District of Delaware (the “Local Rules”) and the United States Trustee Guidelines for Reviewing Applications for Compensation and Reimbursement of Expenses Filed Under 11 U.S.C. § 330 (Appendix A to 28 C.F.R. § 58) (the “Guidelines”) for: (a) allowance of compensation for services rendered to the Debtor in the aggregate amount of \$46,208.00; and

¹ The last four digits of Pumpkin Patch LLC’s federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 1112 Montana Ave., #455, Santa Monica, CA 90403.

(b) reimbursement of expenses incurred in connection with the rendition of such services in the aggregate amount of \$354.05, for the period from March 1, 2010 through March 31, 2010 (the "Compensation Period").

2. During the Compensation Period, NP attorneys expended a total of 86.9 hours for which compensation is requested. To the extent that time or disbursement charges for services rendered or disbursements incurred relate to the Compensation Period, but are not processed until after the date hereof, NP reserves the right to request additional compensation for such services and reimbursement of such expenses in a future application.

3. NP maintains computerized records of the daily time sheets submitted by all NP attorneys. Preceding the time entries is a chart listing the names, billing rates and time spent by each of the attorneys rendering services on behalf of the Debtor. In support of this Application, copies of these computerized records, together with a computer generated detailed itemization of the expenses incurred by NP for which reimbursement is sought, have been furnished to the Debtor, the Court and the United States Trustee, and are attached hereto as Exhibit A.

4. NP seeks approval and payment of the fees and expenses incurred during the Compensation Period.

II. BACKGROUND

5. On June 29, 2009 (the "Petition Date"), the Debtor filed a voluntary petition in this Court for relief under chapter 11 of the Bankruptcy Code. The factual background regarding the Debtor, including its business operations, its capital and debt structure, and the events leading to the filing of this bankruptcy case, is set forth in detail in the declaration

filed in support of the Debtor's chapter 11 petition and various first day applications and motions.

6. The Debtor continues to manage and operate its business as debtor in possession under Bankruptcy Code sections 1107 and 1108.

7. The Court has jurisdiction over this Application pursuant to 28 U.S.C. §§ 157(b) and 1334. Venue of this Application in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This Application is a core proceeding pursuant to 28 U.S.C. §157(b)(2).

III. SERVICES RENDERED BY NP DURING THE COMPENSATION PERIOD

8. The following is a non-exhaustive summary description of the primary services rendered by NP during the Compensation Period, which highlights the benefits conferred upon the Debtor, its estate and creditors as a result of NP's efforts. All of the professional services rendered by NP on behalf of the Debtor and its estate are set forth in the computerized time records maintained by NP, and the Court respectfully is referred to those records for the details of all of the work performed by NP.

A. Asset Analysis and Recovery (Amount: \$8,121.50)

9. NP expended 19.3 hours on work relating to the analysis and recovery of assets. Most significantly, NP continued extensive negotiations with various landlords with respect to several of the Debtor's leases for its retail locations. Restructuring its leases is a critical component in the Debtor's reorganization strategy. In connection with the negotiations, NP analyzed and prepared amendments to several of the Debtor's leases. NP continued to remain in close contact with the Debtor regarding the status of negotiations with various landlords and proposed cure payments. In addition, NP addressed an objection to the Debtor's Second Omnibus Motion for Order Under 11 U.S.C. Sections 105(a), 363(b) and 365(a) and Fed.

R. Bankr. P. 6006(a) Authorizing and Approving Amendments of Unexpired Leases of Nonresidential Real Property and (B) Authorizing Assumption of Leases, as Amended.

B. Plan and Disclosure Statement (Amount: \$16,529.50)

10. NP expended 31.9 hours on work relating to the Debtor's plan and disclosure statement. During the Compensation Period, NP continued to devote substantial time and attention to the plan of reorganization, disclosure statement and liquidation analysis, working closely with the Debtor to develop the plan. The plan and disclosure statement were filed on March 19, 2010. NP attorneys continued to revise the plan and disclosure statement subsequent to its filing and addressed revisions suggested by the United States Trustee.

C. Summary

11. The foregoing discussion only summarizes and highlights the more significant professional services rendered during the Compensation Period by NP on behalf of the Debtor in connection with this chapter 11 case.

12. The matters handled by NP have required thoughtful effort by the partners and associates of NP. NP submits that it has achieved the foregoing in an expeditious and efficient manner, always mindful of the costs to the Debtor's estate.

IV. THE COMPENSATION REQUESTED

13. § 330 provides that a court may award a professional employed under § 327 of the Bankruptcy Code "reasonable compensation for actual necessary services rendered . . . and reimbursement for actual, necessary expenses." 11 U.S.C. § 330(a)(1). § 330 also sets forth the criteria for the award of such compensation and reimbursement.

14. In the instant case, NP respectfully submits that the services for which it seeks compensation in this Application were necessary for and beneficial to the Debtor's estate.

NP further submits that the compensation requested herein is reasonable in light of the nature, extent, and value of such services to the Debtor, its estate, and all parties in interest.

15. In awarding compensation pursuant to §§ 330 and 331 of the Bankruptcy Code to professional persons employed under §§ 327 or 1103 of the Bankruptcy Code, the Court must take into account, among other factors, the cost of comparable non-bankruptcy services. The legislative history of this section aptly explained the need to provide for compensation comparable to other non-bankruptcy legal services:

The effect of [section 330] is to overrule . . . cases that require fees to be determined based on notions of conservation of the estate and economy of administration. If [those] cases were allowed to stand, attorneys that could earn much higher incomes in other fields would leave the bankruptcy arena. Bankruptcy specialists, who enable the system to operate smoothly, efficiently, and expeditiously, would be driven elsewhere, and the bankruptcy field would be occupied by those who could not find other work and those who practice bankruptcy law only occasionally almost as a public service. Bankruptcy fees that are lower than fees in other areas of the legal profession may operate properly when the attorneys appearing in bankruptcy cases do so intermittently, because a low fee in a small segment of a practice can be absorbed by other work. Bankruptcy specialists, however, if required to accept fees in all cases that are consistently lower than fees they could receive elsewhere, will not remain in the bankruptcy field.

H.R. Rep. No. 595, 95th Cong., 1st Sess. 329-30 (1977). See also 124 Cong. Rec. H11,091-92 (daily ed. Sept. 28, 1978); S17,408 (daily ed. Oct. 6, 1978).

16. The professional services rendered by NP required and will continue to require an expenditure of substantial time and effort. During the Compensation Period, in excess of 28.6 recorded hours have been expended by NP's professionals in the rendition of the required professional services and for which NP seeks compensation.

17. NP respectfully submits that application of the foregoing criteria justifies the compensation requested in this Application.

18. NP has encountered complex and difficult legal problems during the course of this bankruptcy proceeding, involving many areas of legal expertise in various areas. The professional services rendered in those matters have been performed by attorneys with broad expertise and high levels of skill in their practice areas or specialty. This highly professional and expert group of attorneys has ensured that the Debtor's case has progressed in an efficient manner.

19. During the Compensation Period, NP has been required to furnish extensive services that have often fully occupied the time of its attorneys, frequently to the preclusion of other firm matters and clients. If this was not a case under the Bankruptcy Code, NP would charge the Debtor and expect to receive on a current basis, an amount at least equal to the amounts requested herein for the professional services rendered. Pursuant to the criteria normally examined in bankruptcy cases, and based upon the factors to be considered in accordance with §§ 330 and 331 of the Bankruptcy Code, the results that have been achieved throughout this case more than substantiate charges in that amount. The services that NP has rendered thus far have produced benefits that have inured to the Debtor, its estate and its creditors.

20. The prosecution of these matters to date justifies compensation at least in the amount requested. Thus, NP requests that such compensation be allowed. In view of the policy underlying §§ 330 and 331 of the Bankruptcy Code that attorneys in bankruptcy cases be compensated on a parity with attorneys practicing in other fields, it is respectfully submitted that compensation should be allowed as requested.

21. In view of the foregoing, NP respectfully requests that it be allowed compensation in the amount of \$46,208.00 for the Compensation Period.

V. DISBURSEMENTS

22. NP incurred \$354.05 in expenses in providing professional services during the Compensation Period.

23. With respect to photocopying expenses, NP charges all of its clients \$0.20 per page for copies made. With respect to facsimile expenses, NP excludes charges for incoming facsimile transmissions. NP includes charges for outgoing domestic facsimiles at \$1.00 per page and outgoing international facsimiles at \$2.00 per page. These charges are intended to cover NP's direct operating costs for photocopying and facsimile facilities, which costs are not incorporated into the NP hourly billing rates. Only clients who actually use photocopying, facsimile, and other office services of the types set forth in the expense summary are separately charged for such services. The effect of including such expenses as part of the hourly billing rates would impose that cost upon clients who do not require extensive photocopying, facsimile, and document production facilities and services. The amount of the standard photocopying and facsimile charge is intended to allow NP to cover the related expenses of its photocopying and telecopying service.

24. If time constraints imposed by the circumstances of this case require NP's attorneys and other employees to devote substantial amounts of time during the evenings and on weekends to the performance of legal services on behalf of the Debtor, consistent with firm policy, attorneys and other employees of NP who worked late into the evenings are reimbursed for their reasonable meal costs and their cost for transportation home. NP's regular practice is not to include components for those charges in overhead when establishing billing rates, and to charge its clients for these and all other out-of-pocket disbursements incurred during the regular course of the rendition of services.

25. In addition, same day and overnight delivery of documents and other materials may be required at times as a result of deadlines and/or emergencies necessitating the use of such express services. These disbursements are not included in NP's overhead for the purpose of setting billing rates.

26. NP has made every effort to minimize its disbursements in this case. The actual expenses incurred in providing professional services were absolutely necessary, reasonable and justified under the circumstances to serve the needs of the Debtor, its estate and creditors. None of the travel-related expenses of NP attorneys (to the extent such expenses are included herein) were for first-class airfare, luxury accommodations, or deluxe meals.

27. In view of the foregoing, NP respectfully requests that it be reimbursed in the amount of \$354.05 for expenses incurred during the Compensation Period.

VI. CONCLUSION

28. The legal services summarized by this Application and rendered by NP to the Debtor during the Compensation Period were substantial, professional, and beneficial to the Debtor. They were reasonable and necessary to the preservation and maximization of the Debtor's estate.

29. As noted above, the amounts sought by NP consist only of actual and reasonable billable time expended by attorneys of \$46,208.00 and actual and necessary disbursements made by NP of \$354.05 during the Compensation Period. As demonstrated throughout this Application, the other factors typically considered in determining compensation - including complexity, results achieved, special expertise, magnitude of the matter, and professional standing -- all militate toward the conclusion that the amount of compensation requested by NP is necessary, fair, and reasonable.

30. In light of (a) the complexity of these matters, (b) the results achieved, (c) the significant contributions made and time devoted, often under severe time constraints and to the preclusion of other matters, (d) awards of compensation in similar cases, and (e) other factors pertinent to the allowance of compensation, NP believes that the compensation sought herein is fair and reasonable and is authorized under the relevant provisions of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, the Guidelines and the Local Guidelines.

31. All services for which compensation is sought were performed for and on behalf of the Debtor and its estate, and not on behalf of any other creditor or party in interest. NP is charging its standard hourly rate for professionals performing services. No payments have heretofore been made or promised to NP for services rendered, or to be rendered, in connection with these cases, except as described in this Application. NP has not entered into any agreement, express or implied, with any other party in interest for the purpose of fixing or sharing fees or other compensation to be paid for professional services rendered in this case.

VII. CERTIFICATE OF COMPLIANCE AND WAIVER

32. The undersigned representative of NP certifies that he has reviewed the requirements of Del. Bankr. LR 2016-2 and that this Application substantially complies to that Local Rule. To the extent that this Application does not comply in all respects with the requirements of Del. Bankr. LR 2016-2, NP believes that such deviations are not material and respectfully requests that any such requirement be waived.

WHEREFORE, NP respectfully requests that this Court enter an order (a) directing the payment of (i) \$46,208.00 as compensation for the Compensation Period; and (ii) reimbursement of actual and necessary expenses incurred and recorded by NP for the Compensation Period in the amount of \$354.05; and (b) granting such other and further relief as this Court deems just and proper.

Dated: April 20, 2010

NIXON PEABODY LLP
Attorneys for Pumpkin Patch LLC
Debtor and Debtor in Possession

By: /s/ Dennis J. Drebsky
Dennis J. Drebsky
437 Madison Avenue
New York, New York 10022
(212) 940-3000

EXHIBIT A

NIXON PEABODY LLP

Counsel to Pumpkin Patch LLC
Debtor and Debtor in Possession

Itemized Invoice for the Period March 1, 2010 through March 31, 2010

[See attached]

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

In re:)	Chapter 11
)	
PUMPKIN PATCH LLC, ¹)	Case No. 09-12200 (BLS)
)	
Debtor.)	Objections Due: May 10, 2010 at 4:00 p.m. ET
)	

**NOTICE OF NINTH MONTHLY APPLICATION OF NIXON PEABODY LLP,
COUNSEL FOR THE DEBTOR, FOR ALLOWANCE OF COMPENSATION FOR
SERVICES RENDERED AND REIMBURSEMENT OF EXPENSES INCURRED
FROM MARCH 1, 2010 THROUGH MARCH 31, 2010**

PLEASE TAKE NOTICE that on April 20, 2010, Nixon Peabody, LLP, filed the attached **Ninth Monthly Application Of Nixon Peabody LLP, Counsel for the Debtor, For Allowance of Compensation For Services Rendered And Reimbursement Of Expenses As Attorneys For The Debtor For The Period March 1, 2010 Through March 31, 2010** (the "Application") with the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, 6th Floor, Courtroom #3, Wilmington, Delaware 19801 (the "Court").

PLEASE TAKE FURTHER NOTICE that, pursuant to the Court's Administrative Order Establishing Procedures for Interim Compensation and Reimbursement of Professionals, dated July 22, 2009 (the "Interim Compensation Order"), objections, if any, to the Application must be filed with the Clerk of the United States Bankruptcy Court for the District of Delaware, 824 North Market Street, Wilmington, Delaware 19801, and be served upon (i) the Office of the United States Trustee, J. Caleb Boggs Federal Building, 2nd Floor, 844 King Street, Wilmington, Delaware 19801, Attn: David Buchbinder, Esq.; (ii) the Debtor, Pumpkin Patch LLC, c/o

¹ The last four digits of Pumpkin Patch LLC's federal tax identification number are 4007. The mailing address for Pumpkin Patch LLC is 837 15th Street, #D, Santa Monica, CA 90403.

Distribution Resources, 233001 54th Avenue South, Kent, Washington 98032; and (iii) counsel to the Debtor, Nixon Peabody LLP, 437 Madison Avenue, New York, New York 10056, Attn: Dennis J. Drebsky, Esq.; and Womble Carlyle Sandridge and Rice, PLLC, 222 Delaware Avenue, Suite 1501, Wilmington, Delaware 19801, Attn: Thomas M. Horan (collectively, the “Notice Parties”) so as to be *actually received* no later than **4:00 p.m. (EDT) on May 10, 2010** (the “Objection Deadline”).

PLEASE TAKE FURTHER NOTICE that if any responses or objections to the Application are timely filed, served and received, and the parties are unable to reach a resolution of such objections, WCSR may either (i) file a motion seeking resolution of the Objection with the Court, together with a request for payment of the difference, if any, between the Maximum Monthly Payment and the Actual Monthly Payment made to the affected Professional (the “Incremental Amount”); or (ii) forego payment of the Incremental Amount until the next interim or final fee application hearing, at which time the Court will consider and dispose of the Objection if requested by the parties. Only those objections made in writing and timely filed and received in accordance with the Interim Compensation Order and the procedures described herein will be considered by the Court at such hearing.

PLEASE TAKE FURTHER NOTICE that, pursuant to the Interim Compensation Order, if no objection to the Application is timely filed, served, and received by the Objection Deadline, WCSR may file a certificate of no objection (a “CNO”) with the Court with respect to the fees and expenses requested in the Application. Upon filing of a CNO, the Debtor will be authorized and directed to pay WCSR an amount equal to the lesser of (i) 80% of the fees and 100% of expenses requested in the Application or (ii) 80% of the fees and 100% of the expenses in the Application not subject to an objection without need for further order of the Court.

Dated: April 20, 2010

**WOMBLE CARLYLE SANDRIDGE
& RICE, PLLC**

/s/ Thomas M. Horan

Mark L. Desgrosseilliers (DE Bar No. 4083)

Thomas M. Horan (DE Bar No. 4641)

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-and-

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Counsel to the Debtor and Debtor-in-Possession

Nixon Peabody LLP

Attorneys at Law
 100 Summer Street
 Boston, MA 02110-2131
 TEL: (617) 345-1000
 FAX: (617) 345-1300

April 14, 2010

Chris Cardwell
 General Manager Property
 Pumpkin Patch Retail LLC
 439 East Tamaki Road
 Auckland
 New Zealand

Invoice No. 9184473
 Account: 052621
 Mills, Craig D.
 Terms: Due Upon Receipt

FOR PROFESSIONAL SERVICES RENDERED through March 31, 2010, including:

MATTER NO. 000002 - WORKOUT/RESTRUCTURING OF U.S. BUSINESS

For Professional Fees:

Date	Timekeeper	Hours	Description of Services
<u>BK01 Asset Analysis and Recovery</u>			
03/01/10	J. Garibaldi	0.60	Correspondence with L. Hanshaw and J. Minnick regarding Pumpkin Patch Lease Amendments.
03/01/10	D. Lee	2.10	Research potential lease rejection in order to fill provide info needed for liquidation analysis under Disclosure Statement-- reviewing lease amendments and applicable law (1.0); email exchange with L. Harrington regarding same (0.4); email and calls with J. Garibaldi and GGP regarding GGP cure amount issue (0.3); review Westfield's objection (cure amount) to assumption motion (0.3); email exchange with J. Garibaldi and L. Harrington regarding response to Westfield (.2).
03/02/10	C. Bills	0.30	Discuss client's bankruptcy and instructions to prepare chart of lease termination dates.
03/02/10	J. Garibaldi	1.90	Conference call with D. Lee and J. Minnick regarding cure amounts under GGP leases. Correspondence with A. Miller regarding stipulation order. Review lease agreements and amendments for termination dates.

03/02/10	D. Lee	3.30	Email exchange and call with J. Garibaldi and J. Minnick (GGP) regarding cure amounts (0.5); analyze data and prepare spreadsheet and discussion material for call (1.3); draft email to client summarizing call with GGP and request follow-up information from client (1.0); review stipulation forwarded by Pumpkin Patch to determine set off issue on the post petition rent owed on a rejected lease (0.5).
03/03/10	C. Bills	1.40	Create table of lease termination dates and amendment optional termination dates for Pumpkin Patch mall leases.
03/03/10	J. Garibaldi	0.80	Correspondence with D. Lee regarding Assumption Order. Review lease agreements and amendments for termination dates and termination rights. Revise charts regarding the same.
03/03/10	D. Lee	1.70	Draft revised order for GGP to settle cure issue (0.7); call/email with J. Garibaldi re: lease ending dates to create chart for the calculation of lease rejection damages for the DS (liquidation analysis) (1.0).
03/04/10	J. Garibaldi	0.40	Review lease agreements and amendments. Correspondence with D. Lee and client regarding the same.
03/04/10	D. Lee	1.30	Call/Email exchange with T. Horan and D. Drebsky re: notice of agenda and status of lease motions (0.6); review email from client re: GGP (0.3); email exchange with J. Minnick (GGP) regarding remaining issues (0.4).
03/08/10	J. Garibaldi	0.30	Correspondence with D. Lee regarding assumption of leases.
03/08/10	D. Lee	0.30	Email exchange with J. Garibaldi re: Dulles lease assumption.
03/09/10	J. Garibaldi	0.20	Conference with D. Lee regarding assumption of leases.
03/10/10	J. Garibaldi	0.30	Correspondence with D. Lee regarding cure amounts and assumption of leases.
03/11/10	D. Lee	3.90	Draft lease assumption motion & exhibits (1.5); draft motion to file lease docs under seal (0.5) review lease amendment (0.3); call with J. Garibaldi re: lease amendment (0.3);draft email to landlord regarding lease assumption motion (0.4); draft supplemental order for Westfield leases (0.6); email exchange with T. Horan, D. Drebsky and Westfield counsel re: same(0.4).

03/22/10 D. Lee 0.50 Draft email to C. Cardwell and A. Keen confirming proposed cure amounts and credits under the Westfield leases.

Task Total: None

19.30

Task Fees: 8121.50

Phase Total: Asset Analysis and Recovery

19.30

Phase Fees: 8121.50

BK02 Asset Disposition

03/05/10 D. Lee 3.30 Revised/finalize orders to be submitted to court (2.0); email exchange with T. Horan and D. Drebsky regarding same (0.5); draft request for information to client with respect to DS/Liquidation Analysis and hypothetical lease rejection damages (0.8).

03/05/10 L. Harrington 0.40 Attention to motions related to lease assumptions for 3/8 hearing.

03/10/10 D. Lee 1.70 Call and email exchange with L. Harrington regarding calculation of lease rejection damages (0.4); draft email to client, including chart regarding lease rejection damages calculation (1.1); email exchange with D. Drebsky re: Westfield limited objection (0.2).

03/16/10 D. Lee 0.60 Email correspondance with Westfield and T. Horan re: Westfield order(0.3); email correspondance with T. Horan re: filing of Dulles Motion (0.3)

03/23/10 D. Lee 0.10 Email exchange with C. Cardwell regarding cure amounts (0.1)

03/26/10 L. Harrington 1.30 Attention to omnibus claims objections.

Task Total: None

7.40

Task Fees: 3477.50

Phase Total: Asset Disposition

7.40

Phase Fees: 3477.50

BK04 Case Administration

03/01/10	D. Drebsky	0.80	Work regarding liquidation analysis, lease assumption issues.
03/05/10	D. Drebsky	0.80	Prepare for March 8th lease assumption hearing.
03/16/10	D. Drebsky	1.50	Work on finalizing Plan and Disclosure Statement.
03/18/10	D. Drebsky	1.20	Revisions to Plan and Disclosure Statement.
03/22/10	D. Drebsky	0.40	Review revised Westfield stipulation.
03/24/10	D. Drebsky	1.20	Review of claims. Conference call with M. Wahsington, D. Forster, et al.
03/29/10	D. Lee	0.20	Email Exchange with N. Ferland regarding status of order approving assumption.
03/29/10	D. Drebsky	1.20	Review comments to Plan and Deutsche Bank from UST. Draft fixes to certain comments.
03/31/10	D. Drebsky	0.90	Revisions to Plan regarding UST comments. E-mails to UST.

Task Total: None

8.20

Task Fees: 7011.00

Phase Total: Case Administration

8.20

Phase Fees: 7011.00

BK05 Claims Administration and Objections

03/25/10	L. Harrington	1.00	Attention to omnibus claims objection.
03/29/10	L. Harrington	1.00	Attention to omnibus claims objection.
03/30/10	L. Harrington	0.60	Attention to omnibus claims objection.

Task Total: None

2.60

Task Fees: 1352.00

Phase Total: Claims Administration and Objections

2.60

Phase Fees: 1352.00

BK07 Fee/Employment Applications

03/04/10	A. Horn	1.50	Attention to seventh monthly fee application.
03/05/10	A. Horn	2.00	Attention to seventh monthly fee application. Begin eighth monthly fee application.
03/17/10	L. Harrington	0.40	Attention to interim fee application.
03/17/10	A. Horn	0.70	Attention to fee application issues.
03/18/10	A. Horn	2.20	Further attention to fee applications.

03/19/10	A. Horn	2.20	Further attention to fee applications.
03/23/10	A. Horn	0.30	Attention to eighth monthly fee application.
03/24/10	A. Horn	1.70	Finalize eighth monthly fee application.
03/25/10	L. Harrington	0.30	Attention to fee application.
03/30/10	L. Harrington	0.30	Attention to NP fee application.
03/30/10	A. Horn	0.20	Coordinate with local counsel regarding filing of fee application.

Task Total: None

11.80

Task Fees: 4786.00

Phase Total: Fee/Employment Applications

11.80

Phase Fees: 4786.00

BK10 Litigation

03/08/10	D. Drebsky	3.70	Travel to and from Delaware. Prepare for and attend hearing regarding assumption of various leases.
03/17/10	D. Drebsky	1.20	Revise Plan for filing. Coordinate dates for Deutsche Bank and confirmation hearing.
03/19/10	D. Drebsky	0.80	Review motion to shorten time for Deutsche Bank. Finalize and file (with T. Horan).

Task Total: None

5.70

Task Fees: 4930.50

Phase Total: Litigation

5.70

Phase Fees: 4930.50

BK11 Plan and Disclosure Statement

03/01/10	L. Harrington	1.80	Revise plan and liquidation analysis.
03/02/10	L. Harrington	1.50	Further revise plan, liquidation analysis and disclosure statement.
03/03/10	L. Harrington	2.10	Further revise plan, liquidation analysis and disclosure statement.
03/04/10	L. Harrington	0.70	Further revise plan, liquidation analysis and disclosure statement.
03/05/10	L. Harrington	0.60	Further revise plan, liquidation analysis and disclosure statement.

03/08/10	L. Harrington	2.70	Draft motion to approve Disclosure Statement (2.1). Further revise plan, liquidation analysis and disclosure statement (0.6).
03/09/10	L. Harrington	4.10	Revise motion to approve Disclosure Statement (3.4). Further revise plan, liquidation analysis and disclosure statement (0.7).
03/10/10	L. Harrington	0.90	Revise motion to approve Disclosure Statement (0.4). Further revise plan, liquidation analysis and disclosure statement.
03/11/10	L. Harrington	0.30	Revise motion to approve Disclosure Statement.
03/11/10	L. Harrington	0.60	Further attention to plan, liquidation analysis and disclosure statement.
03/12/10	L. Harrington	1.60	Revise motion to approve Disclosure Statement (0.5). Further attention to plan, liquidation analysis and disclosure statement (0.7). Attention to GOB budget in support of plan (0.4).
03/16/10	L. Harrington	1.50	Revise motion to approve Disclosure Statement (0.7). Further attention to plan, liquidation analysis and disclosure statement (0.6). Attention to GOB budget in support of plan (0.2).
03/17/10	L. Harrington	1.90	Revise motion to approve Disclosure Statement (0.2). Further revise plan, liquidation analysis and disclosure statement (1.5). Attention to scheduling call with voting agent re plan and disclosure statement (0.2).
03/17/10	D. Lee	0.70	Create spreadsheet calculating lease rejection damages to be used in Disclosure Statement (0.5); email exchange and phone call regarding same with L. Harrington and D. Drebsky (0.2)
03/18/10	L. Harrington	3.20	Revise motion to approve Disclosure Statement (0.6). Further revise plan, liquidation analysis and disclosure statement (1.1). Call with voting agent re plan and disclosure statement (0.4). Draft motion to shorten notice on disclosure statement objections (1.1).
03/18/10	D. Lee	0.20	Email exchange with L. Harrington regarding review of claim register for chapter 11 plan purpose.
03/19/10	L. Harrington	3.20	Revise, finalize, file and serve motion to approve Disclosure Statement proposed plan, liquidation analysis and disclosure statement (2.4). Finalize, file and serve motion to shorten notice on disclosure statement objections (0.8).
03/25/10	L. Harrington	0.50	Attention to Plan and Disclosure Statement.
03/26/10	L. Harrington	0.60	Attention to Plan and Disclosure Statement.

03/29/10	L. Harrington	1.20	Attention to U.S. Trustee's comments to Plan and Disclosure Statement.
03/30/10	L. Harrington	1.50	Revise Plan and Disclosure Statement.
03/31/10	L. Harrington	0.50	Further revise Plan and Disclosure Statement.

Task Total: None

31.90

Task Fees: 16529.50

Phase Total: Plan and Disclosure Statement

31.90

Phase Fees: 16529.50

TOTAL HOURS: 86.90

TOTAL FEES:

\$46,208.00

TIMEKEEPER SUMMARY

<u>Timekeeper</u>	<u>Rate</u>	<u>Hours</u>	<u>Fees</u>
<u>Partners</u>			
D. Drebsky	865.00	13.70	11,850.50
<u>Associates</u>			
J. Garibaldi	365.00	4.50	1,642.50
L. Harrington	520.00	36.30	18,876.00
C. Bills	305.00	1.70	518.50
D. Lee	455.00	19.90	9,054.50
A. Horn	395.00	10.80	4,266.00

Associates Totals

73.20

34,357.50

Total All Timekeepers:

86.90

\$46,208.00

For Charges and Disbursements:

<u>Description</u>	<u>Amount</u>
Airfare -Firm AMEX	253.00
CD Burning	50.00
Domestic telephone calls	0.12
Express Delivery Service	35.93
Travel	15.00

TOTAL CHARGES AND DISBURSEMENTS:

\$ 354.05

TOTAL FOR MATTER -- WORKOUT/RESTRUCTURING OF U.S. BUSINESS: \$46,562.05

Total Fees	\$	46,208.00
Total Charges and Disbursements	\$	354.05
Total Time and Costs	\$	<u>46,562.05</u>
TOTAL FOR STATEMENT:		<u>\$46,562.05</u>

