***WORKBOOK  
By Louis Ellman  
Copyright 2020©  
MS Word Legal, Search, Replace and Wildcards***

**Text To Help You Go Through Each Exercise**

**Hi Students: For each chapter, I would copy the text to a new document and then go through the chapter. Doing it this way, you don’t disturb the text that involves the other chapters of the book.**

**Important: When you do the work for all the scenarios, make sure in the Find What and Replace With Area, that you do not put in any extra spaces or periods that are not part of the individual instructions for each Scenario.**

**Chapter 1. Pick a small word and replace it with a small word. You can certainly use the example I used within Chapter 1.**

1.2 Authority. Agent shall supply Company with copies of all certificates of qualification or licenses required of Agent in order for Agent to perform its obligations under this Agreement and Agent shall maintain all of said licenses and qualifications in full force and effect at all times while this Agreement is in effect.

1.3 Conflict of Interest. Agent shall not compete with the business of Company and Company shall not compete with the business of Agent at any time while this Agreement is in effect. If either party determines that it is or may be in competition with the other, it shall give written notice to such effect to the other party, and the parties shall endeavor to determine if a conflict actually exists. In the event of such a conflict, the party desiring to engage in the activity which is in conflict agrees not to consummate the transaction without the prior written consent of the other party; provided, however, that the parties agree that the business currently written by the parties as of the Effective Date shall not be deemed to be in conflict. See Section 1.1 above Appointment of Agent.

2. AGENT'S DUTIES AND RESPONSIBILITIES

Commencing on the Effective Date and subject to the limitations set forth in the following Article 4, Agent shall provide to the best of Agent's professional knowledge, skill and judgment and with the utmost good faith, the services identified below. Notwithstanding any provision in this Agreement to the contrary, Company shall at all times retain ultimate authority and control over all of the services provided by and functions delegated to Agent under this Agreement.

2.1 Agent Appointments. Agent may appoint Producers (as hereinafter defined) with proven records in the insurance industry for honesty and business success to initiate, receive, accept and transact business for vehicle and liability insurance to be underwritten by Company. For the purposes of this Agreement, "Producers" (or, as the context may require, a "Producer") is a person, firm, corporation or other legal entity licensed by the appropriate regulatory body who enters into an agreement with Agent as an insurance producer. All such Producers shall act under Agent's direct supervision. Agent shall perform comprehensive investigation of each Producer to ensure the Producer possess all licenses necessary to perform services on behalf of Agent and Company. In addition, Agent shall cause each of the Producers to enter into a written agreement with Agent (each, a "Producer Agreement") on a form approved by Company. Upon the request of Company, a copy of each executed Producer Agreement shall be made available to Company by Agent. Agent shall be responsible for and shall install all necessary software and other systems in Producer offices, provide training on use of the system to Producers and their employees and identify and repair problems with the software and computer systems Agent shall be solely responsible to pay, and shall pay, any and all commissions or other amounts due Producers with respect to insurance transacted and issued by them from amounts payable to Agent as compensation pursuant to this Agreement.

2.2 Underwriting; Issuance. Company has provided Agent with a copy of Company's underwriting and processing guidelines, a copy of which is attached hereto as Appendix "C". Such guidelines address the following topics:

Agent shall underwrite and issue vehicle and liability policies, and shall cause all Producers to underwrite and issue vehicle and liability policies, on forms approved by Company and in accordance with Company's underwriting and processing guidelines, which guidelines may be amended by Company from time to time or at any time.

2.3 Policy Issuance. Agent shall timely and properly issue, deliver and execute or countersign contracts of insurance, policies, certificates, endorsements, memoranda and binders (collectively, "Policies") only on forms approved by Company. Within twenty (20) business days following the end of each calendar month, Agent shall give Company written notice of all Policies issued by Agent and any Producers during such month. See Section 2.7g(iii) concerning outstanding debt.

2.4 Insurance Policies and Related Forms; Customer Service. Agent shall use and cause the Producers to use only those forms, applications, notices and Policies as Company has approved for use. Agent shall provide a complete policyholder customer service department, including a 24-hours a day, seven days a week computer information system which can provide policyholders with immediate information concerning policy status.

**Chapter 2: Take care of the Letterhead, The Inside Address and the Title Center Using the Soft Returns as described in Chapter 2.**

ABC BANK

C/O BOND SAVINGSPACIFIC CORP.

6525 HARVEY BOULEVARD

SUITE 318

WINSTON, NC 28211

June 19, 2005

Save Life, N.A.

5 Carmel Street

London ETTT 0PA

United Kingdom

ABC BANK

U.S.$300,000,000

4.666% Notes due 3220 (the "Designated Notes")

Dear Sirs:

**Chapter 3: Take Care of the Hard Spaces as Shown in Chapter 3.**

The Court reviewed procedures for notification of policyholders prior to applying to the court for permission to convene a meeting for approval of the Scheme by Scheme Creditors. The Company received approval for the meeting, which was chaired by a Company Director. Scheme Creditors admitted to vote, voted in favor of the Scheme. The Court noted, among other things, the following with respect to the votes: (1) one of the largest claimants had no Very Untrue Claim, (2) two creditors who had Accrued Claims and Very Untrue Claims voted their unsplit claims in full; (3) 16 of the 34 reinsureds who voted in favor of the Scheme were also reinsurers of the Company; (4) the majority of reinsureds had no or only modest Very Untrue Claims; (5) those insureds who had Very Untrue Claims, and who voted for the Scheme, except for two of them, were admitted to vote their claims in full; and (6) Very Untrue Creditors who voted against the Scheme were admitted to vote only on the basis of substantially reduced Very Untrue Claims, and six such claims were valued at nil. Id.

Scheme opponents proffered six objections, which included (1) the lack of jurisdiction of the Court to sanction the Scheme on the grounds that Luxury Bank failed properly to constitute creditor classes; (2) claims of opposing creditors were improperly adjusted for voting purposes; (3) those who votes in favor had special interest snot representing those of opponents; (4) the Scheme is unfair because it would benefit the Company, which is solvent, by allowing a release of surplus to its shareholders to the disadvantage of creditors; (5) that insurance and reinsurance creditors interests differed from those with Very Untrue Claims, whose contracts would be effectively rewritten by a forced commutation of their liabilities, since it would be impossible to value fairly such claims; (6) Scheme Creditors would be unfairly deprived of their rights of access to the courts; and that (7) certain Scheme provisions, such as the Company’s exclusive right to terminate the Scheme and others are one sided. Id. at ¶¶ 45 53.

**Chapter 4: Using the Instructions of Chapter 4, Turn All Quotes From Straight To Smart and Vice Versa.**

This GENERAL AGENCY AGREEMENT ("Agreement") is entered into as of 10th day of July, 1998 ("Effective Date") by and between AJAX NATIONAL INSURANCE COMPANY, ("Company"), and BOZO OF NEVADA, INC., ("Agent");

WITNESSETH

THAT, in consideration of the mutual promises herein contained, the terms, conditions and provisions hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Agent hereby agree as follows:

# APPOINTMENT OF AGENT; AUTHORITY

## Appointment of Agent. Company hereby appoints and authorizes Agent to act as Company's general agent and Agent accepts such appointment as general agent, with respect to sales of vehicle and liability insurance policies issued by Company. The maximum annual premium volume of insurance which Agent may write shall be communicated by Company to Agent in writing on an annual basis pursuant to the terms of a letter in a form substantially similar to Appendix "A" attached hereto. Company may also limit the volume of insurance to be written by Agent on a monthly or quarterly basis, as determined by Company, pursuant to the terms of a letter in a form substantially similar to Appendix "B" attached hereto. The maximum period for which a policy may be written by Agent is twelve (12) months. The maximum amount of liability per policy which Agent may commit Company to assume will be established pursuant to Company's underwriting guidelines.

1.2 Authority. Agent shall supply Company with copies of all certificates of qualification or licenses required of Agent in order for Agent to perform its obligations under this Agreement and Agent shall maintain all of said licenses and qualifications in full force and effect at all times while this Agreement is in effect.

1.3 Conflict of Interest. Agent shall not compete with the business of Company and Company shall not compete with the business of Agent at any time while this Agreement is in effect. If either party determines that it is or may be in competition with the other, it shall give written notice to such effect to the other party, and the parties shall endeavor to determine if a conflict actually exists. In the event of such a conflict, the party desiring to engage in the activity which is in conflict agrees not to consummate the transaction without the prior written consent of the other party; provided, however, that the parties agree that the business currently written by the parties as of the Effective Date shall not be deemed to be in conflict. See Section 1.1 above Appointment of Agent.

2. AGENT'S DUTIES AND RESPONSIBILITIES

Commencing on the Effective Date and subject to the limitations set forth in the following Article 4, Agent shall provide to the best of Agent's professional knowledge, skill and judgment and with the utmost good faith, the services identified below. Notwithstanding any provision in this Agreement to the contrary, Company shall at all times retain ultimate authority and control over all of the services provided by and functions delegated to Agent under this Agreement.

2.1 Agent Appointments. Agent may appoint Producers (as hereinafter defined) with proven records in the insurance industry for honesty and business success to initiate, receive, accept and transact business for vehicle and liability insurance to be underwritten by Company. For the purposes of this Agreement, "Producers" (or, as the context may require, a "Producer") is a person, firm, corporation or other legal entity licensed by the appropriate regulatory body who enters into an agreement with Agent as an insurance producer. All such Producers shall act under Agent's direct supervision. Agent shall perform comprehensive investigation of each Producer to ensure the Producer possess all licenses necessary to perform services on behalf of Agent and Company. In addition, Agent shall cause each of the Producers to enter into a written agreement with Agent (each, a "Producer Agreement") on a form approved by Company. Upon the request of Company, a copy of each executed Producer Agreement shall be made available to Company by Agent. Agent shall be responsible for and shall install all necessary software and other systems in Producer offices, provide training on use of the system to Producers and their employees and identify and repair problems with the software and computer systems Agent shall be solely responsible to pay, and shall pay, any and all commissions or other amounts due Producers with respect to insurance transacted and issued by them from amounts payable to Agent as

**Chapter 5: Using Global Replace, Change the Style of the 3 Paragraphs Over to the Alternate Style Needed as Described In Chapter 5**

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (this “Agreement”) is made on June 20, 2006, by and among TOMATOSOURCE FINANCE LLC, a Delaware limited liability company, having an office at 444 ABC Avenue, 12th Floor, ABC, Netherlands 20815, as Revolving Agent (as hereinafter defined) for the Revolving Lenders (as hereinafter defined), TOMATOSOURCE FINANCE LLC, having an office at 4445 ABC Avenue, 12th Floor, ABC, Netherlands 20815 as Term Loan Agent (as hereinafter defined) for the Term Loan Lenders (as hereinafter defined), ABC NORTH UNIVERSITY HEALTH SYSTEM, INC., a New York not-for-profit corporation (“ABC”), ABC HEALTH SYSTEM OF LONG ISLAND, INC., a New York not-for-profit corporation (“CHS”) and WSNCHS NORTH, INC. d/b/a NEW ISLAND HOSPITAL, a New York not-for-profit corporation (the “Borrower”) and such other parties as shall from time to time become party hereto.

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (this “Agreement”) is made on June 20, 2006, by and among TOMATOSOURCE FINANCE LLC, a Delaware limited liability company, having an office at 444 ABC Avenue, 12th Floor, ABC, Netherlands 20815, as Revolving Agent (as hereinafter defined) for the Revolving Lenders (as hereinafter defined), TOMATOSOURCE FINANCE LLC, having an office at 4445 ABC Avenue, 12th Floor, ABC, Netherlands 20815 as Term Loan Agent (as hereinafter defined) for the Term Loan Lenders (as hereinafter defined), ABC NORTH UNIVERSITY HEALTH SYSTEM, INC., a New York not-for-profit corporation (“ABC”), ABC HEALTH SYSTEM OF LONG ISLAND, INC., a New York not-for-profit corporation (“CHS”) and WSNCHS NORTH, INC. d/b/a NEW ISLAND HOSPITAL, a New York not-for-profit corporation (the “Borrower”) and such other parties as shall from time to time become party hereto.

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (this “Agreement”) is made on June 20, 2006, by and among TOMATOSOURCE FINANCE LLC, a Delaware limited liability company, having an office at 444 ABC Avenue, 12th Floor, ABC, Netherlands 20815, as Revolving Agent (as hereinafter defined) for the Revolving Lenders (as hereinafter defined), TOMATOSOURCE FINANCE LLC, having an office at 4445 ABC Avenue, 12th Floor, ABC, Netherlands 20815 as Term Loan Agent (as hereinafter defined) for the Term Loan Lenders (as hereinafter defined), ABC NORTH UNIVERSITY HEALTH SYSTEM, INC., a New York not-for-profit corporation (“ABC”), ABC HEALTH SYSTEM OF LONG ISLAND, INC., a New York not-for-profit corporation (“CHS”) and WSNCHS NORTH, INC. d/b/a NEW ISLAND HOSPITAL, a New York not-for-profit corporation (the “Borrower”) and such other parties as shall from time to time become party hereto.

**Chapter 6: Following the Instructions Within Chapter 6, You Will be Making Use of Match Case In Order To Deal With This Short Chapter.**

WHEREAS, ABC Insurance, the Relevant Dealer Affiliate with connections to the UNITED KINGDOM, and the Issuer are, among others, party to an Indemnification Agreement dated June 7, 2002, as amended by Amendment No. 1 to the Indemnification Agreement dated as of June 4, 2004 (as the same may be amended, modified, restated, supplemented and/or replaced from time to time, the "Indemnification Agreement").

WHEREAS, consistent with the terms of the Dealership Agreement and the Corporation connected to the UNITED KINGDOM, and the Indemnification Agreement, ABC Insurance and the Relevant Dealer Affiliate have entered into Funding Agreement No. FA-67865S dated as of May 19, 2005 (as amended, modified, restated, supplemented and/or replaced from time to time, the "Funding Agreement"). The Terms of this Funding Agreement will be enjoined with the UNITED KINGDOM, subsidiary.

WHEREAS, consistent with the terms of the Dealership Agreement and the Indemnification Agreement, the Relevant Dealer Affiliate including that of the UNITED KINGDOM, desires to novate to the Issuer all of the Relevant Dealer Affiliate's right, title, benefits, remedies, interests (including the power to give a good discharge for the same) and obligations under, in and to the Funding Agreement to the Issuer (the "Novation"), in consideration for the payment of an amount equal to the Net Deposit Amount (as defined in the Funding Agreement) by the Issuer to the Relevant Dealer Affiliate (the "Consideration").

WHEREAS, ABC Insurance has agreed with the Relevant Dealer Affiliate to consent to the Novation.

WHEREAS, the parties now wish to give effect to the Novation on the terms and conditions set forth in this Agreement.

**Chapter 7: Deal With The Scenario of Chapter 7 Having To Do With Match Prefix.**

This article discusses key issues raised by the High Court of Justice, Queens Division, Companies Court (the “Court”) in its decision declining jurisdiction and commentary on the inequities of Luxury Bank’s proposed solvent run off scheme of arrangement. The [MISSING TEXT MARKED AS “OVER”] solvent run off legislation in the United States (“U.S.”). Such legislation according to lawfully folowed procedure, has been enacted in the Virgin Islands(“V.I.”) and other laws that have been lawfully enacted within jurisdictions important to the insurance and reinsurance industries.

In the U.S., only lawyers of the State of New Island has enacted a law authorizing solvent run off arrangements that permit creditor participation and procedures for termination of creditor rights, [cite]. Support for solvent run off legislation is emerging in the U.S., and at least few state insurance regulators, in addition to New Island, have expressed interest in considering the merits of such legislation. U.S. federal courts (pursuant to section 304(c) of the United States Federal Bankruptcy Code) have reviewed certain U.S. creditor objections to non US solvent schemes authorized by lawfully enacted rules of foreign countries. [cite law cases]. Underlying those courts acceptance of such schemes was the fair and equitable treatment of creditors and procedures that allowed an independent party such as an administrator, or court to review lawsuits related to the equities of such schemes. [cite].

**Chapter 8: This Chapter Has To Do With Reordering and Grouping Text Using Wildcards.**

Defendants Walters & Scott and Joe Smith respectfully submit this reply memorandum of law in support of their motion to dismiss counts five and nine of Plaintiff's Adversary Complaint ("Complaint" or "Compl."), pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

preliminary statement

In their motion papers, Walters & Scott and Joe Smith demonstrated that the Complaint fails to state a cause of action against them for (i) violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO") and (ii) fraud. In his opposition papers, Walters & Scott the Trustee does not -- and cannot -- identify any specific allegations contained within his Complaint that either Walters & Scott and/or Joe Smith committed any type of mail or wire fraud or otherwise made any misrepresentations to the Debtor's clients.

**Chapter 9 Deals With A PDF Conversion Where We Need To Get Rid of Hard Coded Text and Replace It With A Style.**

Good Energy's Main Town gas distribution activities are conducted by Good Energy Gas East Corporation d/b/a Good Energy Delivery In Your Town ("GEDIYT") and Best Gas d/b/a Good Energy Delivery Main Town ("GEMT") .

On November 8, 2000, Good Energy acquired Pacific Enterprises ("Pacific"), now known as Good Energy Many Towns, LLC ("GEMTL"), a Massachusetts limited liability company. In Massachusetts, Pacific (now GEMT) primarily owns Anywhere Gas Company ("Anywhere Gas"), Crony Gas Company ("Crony Gas") and Sudsy Gas Company ("Sudsy Gas"). In New Hampshire, Pacific (now GEMT) owns Mousy Brown Gas, Inc. ("Mousy Brown") .

These six regulated gas distribution subsidiaries (GEDIYT, GEMT, Anywhere Gas, Crony Gas, Sudsy Gas and Mousy Brown) serve approximately 1.2 million customers. Good Energy owns and operates gas distribution, transmission and storage systems that consist of approximately 52,586 miles of gas mains and distribution pipelines .

As discussed further below, four of the six subsidiaries (GEDIYT, GEMT, Anywhere Gas and Mousy Brown) are subject to the provisions of SFAS 56, "Accounting for the Effects of Certain Types of Regulation."

**Chapter 10 Deals With Bolding All Defined Terms Within The Doc Followed By Removing The Bolding of the Quotes.**

Good Energy's Main Town gas distribution activities are conducted by Good Energy Gas East Corporation d/b/a Good Energy Delivery In Your Town ("GEDIYT") and Best Gas d/b/a Good Energy Delivery Main Town ("GEMT") .

On November 8, 2000, Good Energy acquired Pacific Enterprises ("Pacific"), now known as Good Energy Many Towns, LLC ("GEMTL"), a Massachusetts limited liability company. In Massachusetts, Pacific (now GEMT) primarily owns Anywhere Gas Company ("Anywhere Gas"), Crony Gas Company ("Crony Gas") and Sudsy Gas Company ("Sudsy Gas"). In New Hampshire, Pacific (now GEMT) owns Mousy Brown Gas, Inc. ("Mousy Brown") .

**Chapter 11 Same Scenario As Chapter 10 But This Deals With Smart Quotes .**

On November 8, 2000, Good Energy acquired Pacific Enterprises (“Pacific”), now known as Good Energy Many Towns, LLC (“GEMT”), a Massachusetts limited liability company. In Massachusetts, Pacific (now GEMT) primarily owns Anywhere Gas Company (“Anywhere Gas”), Crony Gas Company (“Crony Gas”) and Sudsy Gas Company (“Sudsy Gas”). In New Hampshire, Pacific (now GEMT) owns Mousy Brown Gas, Inc. (“Mousy Brown”) .

These six regulated gas distribution subsidiaries (GEDIYT, GEMT, Anywhere Gas, Crony Gas, Sudsy Gas and Mousy Brown) serve approximately 1.2 million customers. Good Energy owns and operates gas distribution, transmission and storage systems that consist of approximately 52,586 miles of gas mains and distribution pipelines .

**Chapter 12 .This Chapter Deals With Changing Hyphenated Words Over To Non-Breaking Hyphens.**

(ii) Notwithstanding which party is the Affected Party for any Additional Termination Event, upon the occurrence of an Early Termination Date for any Additional Termination Event under this Part 1(j), Party A shall make the calculations under Section 6(e) of this Agreement as though it were the non-Affected Party for purposes of Section 6(e)(ii)(1) of this Agreement, provided that any Market Quotation for any Transaction terminated pursuant to clause (A), (B) or (C) of Part 1(j)(i) above shall be the Reference Market-maker’s price for entering into a Replacement Transaction with a creditworthy counterparty in which the Reference Market-maker would take the side that Party A had taken in the Terminated Transaction, and for any Transaction terminated pursuant to any other Additional Termination Event, shall be the Reference Market-maker’s price for entering into a Replacement Transaction with a creditworthy counterparty in which the Reference Market-maker would take the side that Party B had taken in the Terminated Transaction.

**Chapter 13 .** **Removing Unnecessary Hard Returns From Clean-Up Documents While Preserving The End Of The Paragraph. The Text Below Will Give You a Chance To Try It Out.**

(A) the unsecured and unsubordinated debt of Party A or its Credit Support

Provider, as applicable, are assigned a rating by Moody’s below the Hedge

Counterparty Required Rating of Moody’s or any such rating is suspended

or withdrawn (“Moody’s Required Rating Downgrade Event”), and Party

A fails to make a Permitted Transfer (as defined below) in accordance

with the provisions of Part 1(j)(iii) of this Schedule. Party A shall notify

Party B and Pear Inc. Assurance Corporation (“Pear Inc.”) within five (5)

Business Days of the occurrence of a Moody’s Required Rating

Downgrade Event. With respect to the foregoing Additional Termination

Event, Party A shall be the sole Affected Party and all Transactions shall

be Affected Transactions.

(B) the unsecured and unsubordinated debt of Party A or its Credit Support

Provider, as applicable, are assigned a rating by S&P below the Hedge

Counterparty Required Ratings of S&P or any such rating is suspended or

withdrawn (“S&P Required Rating Downgrade Event”, and collectively

with the Moody’s Required Rating Downgrade Event, a “Required Rating

Downgrade Event”), and Party A fails to make a Permitted Transfer in

accordance with the provisions of Part 6(a)(ii) of this Schedule within

seven (7) days of such S&P Required Rating Downgrade Event. Party A

shall notify Party B and Pear Inc. within three (3) Business Days of the

occurrence of a S&P Required Rating Downgrade Event. With respect to

the foregoing Additional Termination Event, Party A shall be the sole

Affected Party and all Transactions shall be Affected Transactions.

**Chapter 14 .** **Dealing With A Centered Heading 1 and Applying Heading 1 To All Instances**

THE LIMITED LIABILITY COMPANY

Formation. A limited liability company (the “Company”) has been formed pursuant to the Ohio Limited Liability Company Act (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Ohio Revised Statutes) (the “Act”). The terms and provisions of this Agreement shall be construed and interpreted in accordance with the terms and conditions of the Act.

Articles of Organization. Articles of Organization consistent herewith have been executed and filed in the office of the Secretary of State of Ohio.

Name. The name of the Company shall be “Another Good Energy Company, LLC” with such changes or variations thereof as may be necessary to comply with the requirements of law or regulatory bodies in any jurisdiction in which the Company may do business. The Managers of the Company may transact all or a portion of the Company’s business under an assumed name upon filing in the office of the secretary of state a certificate, as required by the secretary of state, regarding each assumed name.

Period of Duration. The Company shall continue until the later of (i) November 22, 2017 or (ii) until dissolved by a vote of the holders as provided in Section 11.3.

Character Of Business. The business of the Company shall be engaging in the

business of acquiring, owning, operating, managing, leasing, drilling, completion, production, sales, acquisition of oil and natural gas and investing in properties and doing all other things necessary, appropriate or advisable in connection with such oil and natural gas businesses.

CONTRIBUTIONS

Contributions of Cash or Property. Each Member shall contribute to the Company the property or money set forth opposite its name on the signature page hereof.

Contributions of Services. No Member has agreed to perform services for the Company in exchange for any interest in the Company.

Additional Contributions. No Member shall be obligated to make any additional contribution or loan guaranty to or for the Company except as otherwise provided by the Act.

General. The contributions of the Members shall be utilized or expended by the Managers in furtherance of the business of the Company. Although the Company intends to make distributions to the Members during the duration of the Company in return of their capital contributions, no Member shall have the right to withdraw from the Company or to demand the return of all or any part of the Member’s contribution.

Units. Membership interests, as that term is defined in the Act, in the Company shall be represented by Units. In exchange for each Member’s contributions, the Member shall be issued the number of Units set forth opposite his or her name on the signature page hereof.

MANAGERS

Managers. Except as provided in Article 4, management of the Company’s business and affairs shall be vested in the Manager or Managers.

Qualifications. Managers shall be natural persons eighteen (18) years of age or older or corporations, partnerships, limited liability companies, trusts or other entities. Managers need not be residents of Ohio or organized in Ohio or Members.

Number of Managers. The number of Managers shall be three (3). The number of Managers may be increased or decreased by amendment to or in the manner provided in the Articles of Organization or Article 14 herein, but no decrease shall have the effect of shortening the term of any incumbent Manager.

Election of Managers. The initial Managers named in the Articles of Organization shall hold office until the first annual meeting of Members and until their successors have been elected and qualified. At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect managers to hold office until the next succeeding annual meeting. Each Manager shall hold office for the term for which he is elected and until his successor has been elected and qualified.

**Chapter 15: Preparing All Heading Two Paragraphs That Need The Style Separator. Get the Heading 1 Material Going, Then Do This Chapter:**

# ARTICLE I THE LIMITED LIABILITY COMPANY

1.1 Formation. A limited liability company (the “Company”) has been formed pursuant to the Ohio Limited Liability Company Act (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Ohio Revised Statutes) (the “Act”). The terms and provisions of this Agreement shall be construed and interpreted in accordance with the terms and conditions of the Act.

1.2 Articles of Organization. Articles of Organization consistent herewith have been executed and filed in the office of the Secretary of State of Ohio.

1.3 Name. The name of the Company shall be “Another Good Energy Company, LLC” with such changes or variations thereof as may be necessary to comply with the requirements of law or regulatory bodies in any jurisdiction in which the Company may do business. The Managers of the Company may transact all or a portion of the Company’s business under an assumed name upon filing in the office of the secretary of state a certificate, as required by the secretary of state, regarding each assumed name.

1.4 Period of Duration. The Company shall continue until the later of (i) November 22, 2017 or (ii) until dissolved by a vote of the holders as provided in Section 11.3.

1.5 Character Of Business. The business of the Company shall be engaging in the

business of acquiring, owning, operating, managing, leasing, drilling, completion, production, sales, acquisition of oil and natural gas and investing in properties and doing all other things necessary, appropriate or advisable in connection with such oil and natural gas businesses.

# ARTICLE ii CONTRIBUTIONS

2.1 Contributions of Cash or Property. Each Member shall contribute to the Company the property or money set forth opposite its name on the signature page hereof.

2.2 Contributions of Services. No Member has agreed to perform services for the Company in exchange for any interest in the Company.

2.3 Additional Contributions. No Member shall be obligated to make any additional contribution or loan guaranty to or for the Company except as otherwise provided by the Act.

2.4 General. The contributions of the Members shall be utilized or expended by the Managers in furtherance of the business of the Company. Although the Company intends to make distributions to the Members during the duration of the Company in return of their capital contributions, no Member shall have the right to withdraw from the Company or to demand the return of all or any part of the Member’s contribution.

2.5 Units. Membership interests, as that term is defined in the Act, in the Company shall be represented by Units. In exchange for each Member’s contributions, the Member shall be issued the number of Units set forth opposite his or her name on the signature page hereof.

# ARTICLE iiI MANAGERS

3.1 Managers. Except as provided in Article 4, management of the Company’s business and affairs shall be vested in the Manager or Managers.

3.2 Qualifications. Managers shall be natural persons eighteen (18) years of age or older or corporations, partnerships, limited liability companies, trusts or other entities. Managers need not be residents of Ohio or organized in Ohio or Members.

3.3 Number of Managers. The number of Managers shall be three (3). The number of Managers may be increased or decreased by amendment to or in the manner provided in the Articles of Organization or Article 14 herein, but no decrease shall have the effect of shortening the term of any incumbent Manager.

3.4 Election of Managers. The initial Managers named in the Articles of Organization shall hold office until the first annual meeting of Members and until their successors have been elected and qualified. At the first annual meeting of Members and at each annual meeting thereafter, the Members shall elect managers to hold office until the next succeeding annual meeting. Each Manager shall hold office for the term for which he is elected and until his successor has been elected and qualified.

3.5 Vacancies. Any vacancies occurring in the group of Managers may be filled by written agreement of a majority of the remaining Managers. A Manager chosen to fill a vacancy shall serve the unexpired term of his predecessor in office. Any Manager’s position to be filled by reason of an increase in the number of Managers shall be filled by written agreement of a majority of the Managers then in office or by election at an annual meeting or at a special meeting of Members called for that purpose. A Manager chosen to fill a position resulting from an increase in the number of Managers shall hold office until the next annual meeting of Members and until his successor has been elected and qualified.

3.6 Resignations. A Manager may resign at any time by giving written notice to the remaining Managers or, if there are none, to the Members. Such resignation shall take effect at the time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.7 Removal of Managers. At a meeting of the Members called expressly for that purpose, all Managers or any lesser number may be removed, with or without cause, by a vote of the holders of a majority of the Units represented at a meeting called to consider such matter and entitled to vote on such matter.

3.8 Regular Meetings. A regular meeting of the Managers shall be held without other notice than this Section 3.8 immediately after, at the same place as, the annual meeting of Members. The Managers may provide, by resolution, the time and place, either within or outside Colorado, for the holding of additional regular meetings without other notice than such resolution.

Special Meetings. Special meetings of the Managers may be called by or at the request of any 3.9 Manager. The Managers who are calling the special meeting of the Managers may fix any place, either within or outside Colorado, as the place for holding any special meeting of the Managers called by them.

**Chapter 16: Applying The Body Text Style To Text After Applying The Style Separator. This Chapter Goes Through Applying The “Remainder of Paragraph” Style Once Your Style Separator Has Been Applied.**

# LIMITATIONS ON AGENT'S AUTHORITY

Agent shall have no authority nor shall it represent itself as having such authority other than as is specifically set forth in this Agreement. Without limiting the generality of the foregoing sentence, Agent agrees that it shall not do any of the following:

## Alterations

## . Make, waive, alter or change any term, rate or condition stated in any Company policy or Company approved form (including but not limited to any dividend retention statements or materials of Company), or discharge any policy or other contract in the name of Company;

## Forfeiture

## . Waive a forfeiture;

## Extension of Time

## . Extend the time for the payment of premiums or other monies due Company;

## Litigation

## . Institute, prosecute or maintain any legal proceedings in connection with any matter pertaining to Company's business nor accept service of process on behalf of Company;

## Transaction of Business

## . Transact business in contravention of the rules and regulations of the Nevada Department of Insurance and/or other governmental authorities having jurisdiction of any or all subject matters embraced by this Agreement;

## Endorsement

## Except as otherwise contemplated by other provisions of this Agreement or as may be specifically authorized by Company, make, accept or endorse notes, endorse checks payable to Company or otherwise incur any expense or liability on behalf of Company;

## Rebates

## . Offer to pay or pay directly or indirectly any rebate of premium or any other inducement not specified in Company's policies to any policyholder;

**Chapter 17: This Chapter Deals With The Very Important Repeat Feature**

In their motion papers, Louis & Co. and Joe Smith demonstrated that the Complaint fails to state a cause of action against them for (i) violation of the Racketeer Influenced and Corrupt Organizations Act ("RICO") and (ii) fraud. In his opposition papers, the Trustee does not -- and cannot -- identify any specific allegations contained within his Complaint that either Louis & Co. and/or Joe Smith committed any type of mail or wire fraud or otherwise made any misrepresentations to the Debtor's clients.

Perhaps because he recognizes the defects in his pleadings, the Trustee chooses not to address the allegations contained within the Complaint, but instead introduces a plethora of new "facts" that are outside the Complaint and without support. The Trustee's resort to this improper and prejudicial tactic demonstrates just how insufficiently pleaded the allegations of RICO and fraud are against Louis & Co. and Joe Smith, and clearly shows that both counts should be dismissed as to them.

**Scenario 18:  
Clearing Out Text But Retaining The Structure. Follow This Chapter To Clear Out Specific Areas of the Document Without Damaging The Document.**

Q. What is your Date of Birth?

A. 12/12/59

Q. Where were you born?

A. Mars

Q. Where did you go to school?

A. Neighborhood On Mars

Q. What College did you attend?

A. Alien University

Q. What was your Major?

A. Alien Technology

**Scenario 19:  
Replacing A Number Or Letter Followed By A Closed Parenthesis With A Parenthesis Before The Number Or Letter As Well As After The Number Or Letter. Use The Text Below To Go Through This Valuable Procedure.**

The Court reviewed procedures for notification of policyholders prior to applying to the court for permission to convene a meeting for approval of the Scheme by Scheme Creditors. The Company received approval for the meeting, which was chaired by a Company Director. Scheme Creditors admitted to vote, voted in favor of the Scheme. The Court noted, among other things, the following with respect to the votes: 1) one of the largest claimants had no Very Untrue Claim, 2) two creditors who had Accrued Claims and Very Untrue Claims voted their unsplit claims in full; 3) 16 of the 34 reinsureds who voted in favor of the Scheme were also reinsurers of the Company; 4) the majority of reinsureds had no or only modest Very Untrue Claims; 5) those insureds who had Very Untrue Claims, and who voted for the Scheme, except for two of them, were admitted to vote their claims in full; and 6) Very Untrue Creditors who voted against the Scheme were admitted to vote only on the basis of substantially reduced Very Untrue Claims, and six such claims were valued at nil. Id.

Scheme opponents proffered six objections, which included 1) the lack of jurisdiction of the Court to sanction the Scheme on the grounds that Luxury Bank failed properly to constitute creditor classes; 2) claims of opposing creditors were improperly adjusted for voting purposes; 3) those who votes in favor had special interest snot representing those of opponents; 4) the Scheme is unfair because it would benefit the Company, which is solvent, by allowing a release of surplus to its shareholders to the disadvantage of creditors; 5) that insurance and reinsurance creditors interests differed from those with Very Untrue Claims, whose contracts would be effectively rewritten by a forced commutation of their liabilities, since it would be impossible to value fairly such claims; 6) Scheme Creditors would be unfairly deprived of their rights of access to the courts; and that 7) certain Scheme provisions, such as the Company’s exclusive right to terminate the Scheme and others are one sided. Id. at ¶¶ 45 53.

**Scenario 20:  
Changing All Of The Underscored Areas In A Litigation Document Over To Italics**

Plaintiff further responds that even if his conclusory allegations are not specifically alleged against either John Doe or Joe Smith, they are nonetheless on sufficient notice as to what misrepresentations they both made to the Debtor's clients. Plaintiff's Brief at 9-11. Plaintiff is correct in at least one respect -- the purpose of Rule 9(b) of the Federal Rules of Civil Procedure is to provide each defendant with fair notice of the claims against them. Id. at 9 (citing Michaels Bldg. Co. v. Ameritrust Co., N.A., 848 F.2d 674 (6th Cir. 1988)). Plaintiff fails to note the two other purposes of a Rule 9(b) pleading, however, "(2) it protects defendants from harm to their reputations or goodwill caused by unfounded fraud allegations; and (3) it reduces the number of strike suits and fishing expeditions." In re Credit Acceptance Corp. Secs. Lit., 50 F. Supp. 2d 662, 671 (E.D. Mich. 1999). The only allegations that are clear within the Complaint, however, are that, as with the RICO allegations, the purported fraudulent representations were not made until after the June 13, 2000 formal audit report. Compl. at ¶¶ 70-75, Exs. 11, 12. John Doe and Joe Smith had resigned as members of the Board prior to this time. Compl. at ¶¶ 8, 12.

Plaintiff also responds that even if the Complaint does not specifically plead fraud as against John Doe and Joe Smith, the exhibits to the Complaint reflect the time and place they made fraudulent statements upon which the Debtor's clients indirectly relied. Plaintiff's Brief at 10-11. As demonstrated by the only exhibit attached to the Complaint that contains purported statements of John Doe and Joe Smith, during the May 16, 2000 special meeting of the Debtor's Board of Directors, John Doe noted that the Debtor was in a "precarious position" and Joe Smith stated that the Debtor could go into bankruptcy within a year. Compl. at Ex. 4. John Doe noted that it appeared that the Debtor had been mismanaged for a long time and demanded to know if anyone knew of any stealing or fraud. Id. Plaintiff certainly cannot be alleging that these statements were fraudulent or that they were made with the intention to defraud, directly or indirectly, the Debtor's clients. See Nernbereg v. Pearce, 35 F.3d 247 (6th Cir. 1994) (statements must be made with the intent to deceive a third party); Learjet Corp. v. Spenlinhauer, 901 F.2d 198 (1st Cir. 1990) (same); Peerless Mills, Inc. v. AT&T, 527 F.2d 445 (2d Cir. 1975) (same). As with his RICO claim, p.laintiff cannot establish a claim of fraud against either John Doe or Joe Smith. See United Parcel Serv. Co. v. Rickert, 996 S.W.2d 464, 468 (Ky. 1999) (plaintiff must establish that each defendant made a statement they knew to be false which the Debtor's clients relied upon to their detriment).

**Scenario 21: In Chapter 21, We Initially Search For an Entire Address and Replace It With The New Address That Will Be Placed On The Clipboard. For the Chapter 21 Text, the Old Address Is in the below Sample Material 3 times. I Highlighted The First One For You.**

## Name

. The name of the Company shall be (1) “Another Good Energy Company, LLC” with such changes or variations thereof as may be necessary to comply with the requirements of law or (2) regulatory bodies in any jurisdiction in which the Company may do business and (3) the Managers of the Company may transact all or a portion of the Company’s business under an assumed name upon filing in the office of the secretary of state a certificate, as required by the secretary of state, regarding each assumed name. Below is the official address.

Another Good Energy Company, LLC, Office of the Secretary of Energy, Petroleum Division, Tank Farm Storage 127 Water Street, Ohio 22345.

## Period of Duration

. The Company shall continue until the later of (i) November 22, 2017 or (ii) until dissolved by a vote of the holders as provided in Section 11.3.

## Character Of Business

. The business of the Company shall be engaging in the business of acquiring, owning, operating, managing, leasing, drilling, completion, production, sales, acquisition of oil and natural gas and investing in properties and doing all other things necessary, appropriate or advisable in connection with such oil and natural gas businesses.

# CONTRIBUTIONS

## Contributions of Cash or Property

. Each Member shall contribute to the Company the property or money set forth opposite its name on the signature page hereof. Members should send all information to:

Another Good Energy Company, LLC, Office of the Secretary of Energy, Petroleum Division, Tank Farm Storage 127 Water Street, Ohio 22345.

## Contributions of Services

. No Member has agreed to perform services for the Company in exchange for any interest in the Company. Everyone has agreed to do a percentage of the overall work. The breakdown is as follows: Walter Scott will provide 25 percent of the overall work having to do with accounting, Jack Phillips will provide 2 percent of payroll related duties namely emails, John Fisher pledges 5 percent of website related upkeep as it pertains to articles related to Wall Street, Jane Douglas will donate 10 percent of her time to the social media aspect. Warren Sanchez has agreed to give 15 percent of his time for expansion of books and materials offered for sale on the site.

## Additional Contributions

. No Member shall be obligated to make any additional contribution or loan guaranty to or for the Company except as otherwise provided by the Act.

## General

. The contributions of the Members shall be utilized or expended by the Managers in furtherance of the business of the Company. Although the Company intends to make distributions to the Members during the duration of the Company in return of their capital contributions, no Member shall have the right to withdraw from the Company or to demand the return of all or any part of the Member’s contribution.

## Units

. Membership interests, as that term is defined in the Act, in the Company shall be represented by Units. In exchange for each Member’s contributions, the Member shall be issued the number of Units set forth opposite his or her name on the signature page hereof.

# MANAGERS

## Managers

. Except as provided in Article 4, management of the Company’s business and affairs shall be vested in the Manager or Managers. Some of the Manager positions that must be filled are listed below:

Manager of Oil Delivery and storage.

Manager of Liquefied Natural Gas Customer Acquisition.

Manager of Chinese Relations.

Manager of South American Relations.

Manager of European Relations.

Manager of Middle East Relations.

## Qualifications

. Managers shall be natural persons eighteen (18) years of age or older or corporations, partnerships, limited liability companies, trusts or other entities. Managers need not be residents of Ohio or organized in Ohio or Members. All Managers will work out of the following location:

Below is the official address.

Another Good Energy Company, LLC, Office of the Secretary of Energy, Petroleum Division, Tank Farm Storage 127 Water Street, Ohio 22345.

**Scenario 22: In Chapter 22 We Will Examine Search for a Number Amount and a Percent Sign Surrounded By Parenthesis and Replacing It With Simply a Number and the Word Percent.**

## Contributions of Services

. No Member has agreed to perform services for the Company in exchange for any interest in the Company. Everyone has agreed to do a percentage of the overall work. The breakdown is as follows: Walter Scott will provide (25%) of the overall work having to do with accounting, Jack Phillips will provide (2%) of payroll related duties namely emails, John Fisher pledges (5%) of website related upkeep as it pertains to articles related to Wall Street, Jane Douglas will donate (10%) of her time to the social media aspect. Warren Sanchez has agreed to give (15%) of his time for expansion of books and materials offered for sale on the site.

**Scenario 23: Getting Rid Of Smart Quotes And Bolding The Text Between Instead.**

The essence of the Court’s rejection (on substantive grounds) of the “Company’s” petition for sanction of the Scheme is that the scheme benefited the “Company” and its shareholders and not those certain policyholders who purchased the contracts of indemnity only to see the transfer of risks for which they paid revert to them. Id. at p. 142. The Court acknowledged that it should be reluctant to overrule a vote favoring a scheme, but stated that if it had jurisdiction, it would not have sanctioned the Scheme for the following reasons: (1) the votes allowed to be case were not fairly representative of the creditors (especially direct insureds) with large Very Untrue Claims; (2) the Estimation Methodology does not provide a clear basis to assure like treatment of all creditors, thereby producing uncertainty; (3) the are no limits on the “Company’s” power to revert to traditional run off; (4) the Scheme largely benefits Luxury Bank and its shareholders. Id.

**Scenario 24: Getting Rid Of XE Codes In a Copied Document In One Easy Replace**

THIS INTERCREDITOR AND SUBORDINATION AGREEMENT (this “Agreement”) is made on June 20, 2006, by and among TOMATOSOURCE FINANCE LLC, a Delaware limited liability company, having an office at 444 ABC Avenue, 12th Floor, ABC, Netherlands 20815, as Revolving Agent (as hereinafter defined) for the Revolving Lenders (as hereinafter defined), TOMATOSOURCE FINANCE LLC, having an office at 4445 ABC Avenue, 12th Floor, ABC, Netherlands 20815 as Term Loan Agent (as hereinafter defined) for the Term Loan Lenders (as hereinafter defined), ABC NORTH UNIVERSITY HEALTH SYSTEM, INC., a New York not-for-profit corporation (“ABC”), ABC HEALTH SYSTEM OF LONG ISLAND, INC., a New York not-for-profit corporation (“CHS”) and WSNCHS NORTH, INC. d/b/a NEW ISLAND HOSPITAL, a New York not-for-profit corporation (the “Borrower”) and such other parties as shall from time to time become party hereto.

Scenario 25:  
Getting Rid Of Comments Throughout The Document

## Articles of Organization

. Articles of Organization consistent herewith have been executed and filed in the office of the Secretary of State of Ohio.

## Name

. The name of the Company shall be (1) “Another Good Energy Company, LLC” with such changes or variations thereof as may be necessary to comply with the requirements of law or (2) regulatory bodies in any jurisdiction in which the Company may do business and (3) the Managers of the Company may transact all or a portion of the Company’s business under an assumed name upon filing in the office of the secretary of state a certificate, as required by the secretary of state, regarding each assumed name. Below is the official address.

Another Good Energy Company, LLC, Office of the Secretary of Energy, Petroleum Division, Tank Farm Storage 127 Water Street, Ohio 22345.

## Period of Duration

. The Company shall continue until the later of (i) November 22, 2017 or (ii) until dissolved by a vote of the holders as provided in Section 11.3.

Scenario 26:  
Getting Rid Of Hidden Text Throughout The Document

Operator: attorney wants you to mark entire doc for index of terms, install style separator throughout the document for h2

ANOTHER GOOD ENERGY COMPANY, LLC  
LIMITED LIABILITY COMPANY  
OPERATING AGREEMENT

THIS \_\_\_\_\_\_ OPERATING AGREEMENT is entered into as of the date indicated in the last sentence prior to the signatures hereto among the Members of Another Good Energy Company, LLC.

Effective as of November 30, 2006, GOODCO, LLC became a Member of Another Good Energy Company, LLC with a 51.11 percent interest in Another Good Energy Company, LLC at payout, represented by \_\_\_\_\_\_\_ Units. That interest was subject to reduction until zero until payout which are circumstances that have now occurred. Accordingly, the interest of GOODCO, LLC in Another Good Energy Company, LLC has been reduced as provided herein. In consideration of the mutual promises contained herein, the parties agree as follows:

**OPERATOR: PLEASE USE A ROMAN NUMBER FOR THE FIRST LEVEL OF THE MULTILEVEL OUTLINE**

# THE LIMITED LIABILITY COMPANY

## Formation

. A limited liability company (the “Company”) has been formed pursuant to the Ohio Limited Liability Company Act (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Ohio Revised Statutes) (the “Act”). The terms and provisions of this Agreement shall be construed and interpreted in accordance with the terms and conditions of the Act.

Scenario 27:  
Replacing Spacing Between Numbers With A Dash

1721 1212A

1721 1212B

1721 1213C

1721 1214D

1721 1215E

1721 1216F

1721 1217G

1721 1218H

1721 1219I

1721 1219J

Scenario 28:  
Getting Rid of Annotations

# CONTRIBUTIONS

## Contributions of Cash or Property

. Each Member shall contribute to the Company the property or money set forth opposite its name on the signature page hereof. Members should send all information to:

Another Good Energy Company, LLC, Office of the Secretary of Energy, Petroleum Division, Tank Farm Storage 127 Water Street, Ohio 22345.

## Contributions of Services

. No Member has agreed to perform services for the Company in exchange for any interest in the Company. Everyone has agreed to do a percentage of the overall work. The breakdown is as follows: Walter Scott will provide (25%) of the overall work having to do with accounting, Jack Phillips will provide (2%) of payroll related duties namely emails, John Fisher pledges (5%) of website related upkeep as it pertains to articles related to Wall Street, Jane Douglas will donate (10%) of her time to the social media aspect. Warren Sanchez has agreed to give (15%) of his time for expansion of books and materials offered for sale on the site.

## Additional Contributions

. No Member shall be obligated to make any additional contribution or loan guaranty to or for the Company except as otherwise provided by the Act.

## General

. The contributions of the Members shall be utilized or expended by the Managers in furtherance of the business of the Company. Although the Company intends to make distributions to the Members during the duration of the Company in return of their capital contributions, no Member shall have the right to withdraw from the Company or to demand the return of all or any part of the Member’s contribution.

Scenario 29:  
Paragraph Mark Vs. Paragraph Character

Plaintiff further responds that even if his conclusory allegations are not specifically alleged against either John Doe or Joe Smith, they are nonetheless on sufficient notice as to what misrepresentations they both made to the Debtor's clients. Plaintiff's Brief at 9-11. Plaintiff is correct in at least one respect -- the purpose of Rule 9(b) of the Federal Rules of Civil Procedure is to provide each defendant with fair notice of the claims against them. Id. at 9 (citing Michaels Bldg. Co. v. Ameritrust Co., N.A., 848 F.2d 674 (6th Cir. 1988)). Plaintiff fails to note the two other purposes of a Rule 9(b) pleading, however, "(2) it protects defendants from harm to their reputations or goodwill caused by unfounded fraud allegations; and (3) it reduces the number of strike suits and fishing expeditions." In re Credit Acceptance Corp. Secs. Lit., 50 F. Supp. 2d 662, 671 (E.D. Mich. 1999). The only allegations that are clear within the Complaint, however, are that, as with the RICO allegations, the purported fraudulent representations were not made until after the June 13, 2000 formal audit report. Compl. at ¶¶ 70-75, Exs. 11, 12. John Doe and Joe Smith had resigned as members of the Board prior to this time. Compl. at ¶¶ 8, 12.

Plaintiff conclusorily asserts in his response that the spin-off of the Debtor was considered as early as 1999, (Ellman, p.10). Yet, it is alleged in the Complaint that the Debtor formed these two entities, Computrex International, Inc. and CX-IT, Inc., on March 10, 2001. Compl. at ¶¶ 76, n.6, 87-89. There is no allegation contained within the Complaint that either John Doe or Joe Smith approved or considered this spin-off (Ellman, p.13). See generally Compl.; see also Compl. at ¶¶ 8, 12, 27, 34 (John Doe and Joe Smith are alleged to have served on the Board from January 2000 through November 2000).

Scenario 30:  
Taking Care Of The Missing Period.

The activities of John Doe and Joe Smith, as alleged in the Complaint and contained in the exhibits to the Complaint, do not rise to the level of active participants in a RICO enterprise. As declared by the Supreme Court, a person "conducts" or "participates" in the conduct of an enterprise's affairs through a pattern of racketeering activity, if he participates "in the operation or management of the enterprise itself (Ellman, p 19)." Reves v. Ernst, 507 U.S. 170, 185 (1993). As several courts have found, a complaint must be dismissed against outside directors where it fails, as it does here, to allege each outside director's requisite involvement in the management of the enterprise through a pattern of racketeering activity (Ellman, p 13). See Bank of Vermont v. Lyndonville Sav. Bank & Trust Co., 906 F. Supp. 221, 227 (D. Vt. 1995) (complaint must be dismissed where the "plaintiff has not indicated when particular acts of fraud or conversion took place and which of the outside directors were involved."); Rolo v. City Investing Co. Liquidating Trust, 845 F. Supp. 182, 233-34 (D.N.J. 1993) (a RICO claim is barred

1. Plaintiff conclusorily asserts in his response that the spin-off of the Debtor was considered as early as 1999, (Ellman, p 10). Yet, it is alleged in the Complaint that the Debtor formed these two entities, Computrex International, Inc. and CX-IT, Inc., on March 10, 2001. Compl. at ¶¶ 76, n.6, 87-89. There is no allegation contained within the Complaint that either John Doe or Joe Smith approved or considered this spin-off (Ellman, p 13). See generally Compl.; see also Compl. at ¶¶ 8, 12, 27, 34 (John Doe and Joe Smith are alleged to have served on the Board from January 2000 through November 2000).

2. John Doe and Joe Smith are alleged to have raised issues concerning the management of and financial stability of the Debtor, as any concerned member of the Board should do (Ellman, p 23). Compl. at ¶ 42, Ex. 4. If in fact they were knowingly participating in any illegal activity, why would John Doe and Joe Smith be trying to ferret out any possible wrongdoing? Compl., Ex. 4.

3. John Doe and Joe Smith are alleged to have raised issues concerning the management of and financial stability of the Debtor, as any concerned member of the Board should do (Ellman, p 23). Compl. at ¶ 42, Ex. 4. If in fact they were knowingly participating in any illegal activity, why would John Doe and Joe Smith be trying to ferret out any possible wrongdoing? Compl., Ex. 4.

Scenario 31:  
Taking Care Of The Missing Period Part 2.

# MANAGERS

## Managers

. Except as provided in Article 4, management of the Company’s business and affairs shall be vested in the Manager or Managers. Some of the Manager positions that must be filled are listed below:

Manager of Oil Delivery and storage

Manager of Liquefied Natural Gas Customer Acquisition

Manager of Chinese Relations

Manager of South American Relations

Manager of European Relations

Manager of Middle East Relations

## Qualifications

. Managers shall be natural persons eighteen (18) years of age or older or corporations, partnerships, limited liability companies, trusts or other entities. Managers need not be residents of Ohio or organized in Ohio or Members. All Managers will work out of the following location:

Scenario 32:  
Taking Care Of The Underscore For The Definitions Section.

In addition to the terms defined in the Recitals to this Agreement, as used in this Agreement and in the Exhibits hereto, the following terms shall have the following meanings for the purposes of this Agreement:

“Account” shall have the meaning ascribed to “account” in the UCC.

“Affiliate” shall mean a Person: (i) which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, another Person; (ii) which beneficially owns or holds 10% or more of any class of the Equity Interests of a Person; or (iii) 10% or more of the Equity Interests with power to vote of which is beneficially owned or held by another Person or a Subsidiary of another Person. For purposes hereof, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of any Equity Interest, by contract or otherwise.

“Agreement” shall mean this Intercreditor Agreement, as the same may be modified, amended or supplemented from time to time.

“Bankruptcy Case” shall mean any case hereafter commenced by or against Borrower under any chapter of the Bankruptcy Code.

“Bankruptcy Code” shall mean title 11 of the United States Code.

“Business Day” shall mean any day excluding Saturday, Sunday and any other day that is a legal holiday under the laws of the State of Netherlands or is a day on which banking institutions located in such state are closed.

“Chattel Paper” shall have the meaning ascribed to “chattel paper” in the UCC.

“CHS” shall have the meaning given such term in the Recitals.

“CHS Obligations” shall have the meaning given such term in the Recitals.

“CHS Subordinated Collateral” shall have the meaning given such term in the Recitals.

“CHS Subordinated Loan Documents” shall have the meaning given such term in the Recitals.

“Collateral” shall mean the Revolving Facility Primary Collateral, the Term Loan Primary Collateral and the Subordinated Collateral, whether any of such property is acquired, is created or arises prior to, during the pendency of or after any Bankruptcy Case or any other Insolvency Proceeding.

“Creditor Representative” shall mean a debtor-in-possession, creditors’ committee, trustee or other Person having authority to sell any of the Collateral in any Insolvency Proceeding.

“Deposit Account” shall have the meaning ascribed to “deposit account” in the UCC.

“Document” shall have the meaning ascribed to “document” in the UCC.

“Enforcement Action” shall mean any remedy available to Revolving Agent under any of the Revolving Facility Loan Documents or applicable law to enforce collection of any of the Revolving Facility Obligations following the occurrence of any Event of Default, and any remedy available to Term Loan Agent under any of the Term Loan Documents or applicable law to enforce collection of any the Term Loan Obligations following the occurrence of an Event of Default, including, in each case, (a) the commencement of any action, suit or other proceeding against Borrower to enforce payment of any of the Revolving Facility Obligations or Term Loan Obligations, as the case may be; (b) the repossession, foreclosure of a Lien upon or other act to realize upon any of the Collateral; (c) any notification by a Party to any account debtor on any account to remit payments with respect to such account to the notifying Party; and (d) the filing of a petition against Borrower for relief under the Bankruptcy Code or the filing of a petition or suit for the appointment of a receiver or other custodian for Borrower or any of Borrower’s assets.

“Equipment” shall have the meaning ascribed to “equipment” in the Code.

“Equity Interest” shall mean the interest of (i) a shareholder in a corporation, (ii) a partner (whether general or limited) in a partnership (whether general, limited or limited liability), (iii) a member in a limited liability company, or (iv) any other Person having any other form of equity security or ownership interest.

**Scenario For Chapter 33 – Targeting The Operating Profit/Loss Row and Making It Red.**

|  |  |  |  |
| --- | --- | --- | --- |
|  | Period Ended December 31, | | |
|  | 20181 | 2019 | 2020 |
| Statement of Operations Data: |  |  |  |
| Net Sale | $ 1,523.1 | $ 2,006.3 | $ 2,165.7 |
| Cost of products sold | 1,303.4 | 1,318.6 | 1,284.6 |
| Selling and administrative expenses | 134.4 | 119.6 | 133.8 |
| Charges and unusual items | 155.6 | 333.5 | 556.78 |
| Depreciation and amortization | 160.78 | 172.88 | 774.78 |
| Total operating costs | 1,520.50 | 1,674.55 | 1,666.78 |
| Operating profit (loss) | (219.0) | (499.3) | (74.3) |
|  |  |  |  |