

## **EXHIBIT A**

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF WEST VIRGINIA

<b>In re</b>	)	<b>Chapter 11</b>
	)	
<b>FREEDOM INDUSTRIES, INC.</b>	)	
	)	<b>Case No. 2:14-bk-20017</b>
	)	
<b>Debtor.</b>	)	
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**DECLARATION OF HARRY J. SOOSE JR. IN SUPPORT OF APPLICATION TO EMPLOY AND RETAIN CIVIL & ENVIRONMENTAL CONSULTANTS, INC. AS SPECIAL ENVIRONMENTAL CONSULTANT FOR THE DEBTOR PURSUANT TO 11 U.S.C. § 327(a) EFFECTIVE AS OF THE PETITION DATE**

I, Harry J. Soose Jr., being duly sworn, state the following under penalty of perjury:

1. I am the Chief Financial Officer of Civil & Environmental Consultants, Inc. (“CEC”). My office address is 333 Baldwin Road, Pittsburgh, PA 15205. I am authorized to make this Declaration (the “Declaration”) on behalf of CEC. This Declaration is submitted pursuant to Rule 2014 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) in support of the Application to Employ and Retain Civil & Environmental Consultants, Inc. as Special Environmental Consultant for the Debtor Pursuant to 11 U.S.C. § 327(a) Effective as of the Petition Date (the “Application”).

**DISINTERESTEDNESS OF PROFESSIONALS**

2. Based on the conflict searches conducted to date and described herein, to the best of my knowledge, neither I, CEC, nor any directors, consultants, or employees thereof, insofar as I have been able to ascertain, has any connection with the above-captioned debtor (the “Debtor”), its creditors or any parties-in-interest, its attorneys or accountants, the United States Trustee or any person employed in the Office of the United States Trustee, except as disclosed or otherwise described herein. Accordingly, neither I nor any member of my firm holds or represents any

interest adverse to the Debtor's estate, and I and each member of my firm is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.

3. CEC and certain of its directors, consultants, or employees may have in the past represented, may currently represent, and likely in the future will represent parties-in-interest in this case in connection with matters unrelated to the Debtor and this case. In the preparation of this Declaration, CEC has searched its electronic databases for its connections to various entities that are significant parties-in-interest in this chapter 11 case. CEC will update this Declaration as and when necessary and once CEC is aware of material information. The individuals and entities ("Potential Parties") for which CEC has conducted a search are listed on Exhibit 1 attached to this Declaration

4. CEC's connections to the Potential Parties are described on Exhibit 2 attached to this Declaration.

5. CEC discloses that it has represented, currently represents, and/or may represent in the future various past, present, or future ordinary course trade creditors and service providers of the Debtor, but all such representations are in connection with matters wholly unrelated to the Debtor and this chapter 11 case.

6. CEC has not in the past and will not during the pendency of this case represent any parties-in-interest, or any of their affiliates or subsidiaries, in matters related to the Debtor or this chapter 11 case. CEC will not represent any other client in matters related in any manner to the Debtor during the pendency of this case. In addition, CEC will periodically review its files during the pendency of this case to ensure that no conflicts or other disqualifying circumstances exist or arise. If any new relevant facts or relationships are discovered or arise, or any of the representations described herein are found to be incorrect, CEC will use reasonable efforts to

identify such further developments and will promptly file a supplemental statement pursuant to Bankruptcy Rule 2014(a).

7. None of the connections or representations described above are materially adverse to the interests of the Debtor's estate. Moreover, pursuant to section 327(c) of the Bankruptcy Code, CEC is not disqualified from acting as the Debtor's special environmental consultant merely because it represents creditors in unrelated matters.

#### **SERVICES TO BE RENDERED**

8. CEC has been retained to provide civil engineering, geotechnical engineering, water treatment evaluation, and environmental consulting services and to support the planning, investigation, project coordination, and mitigation related to the Incident. Additional services that CEC will provide include subcontracting for drilling and analytical laboratory contractors and coordinating with emergency response contractors and other on-site personnel. More specifically, CEC will be responsible for the investigation of soil, groundwater, and surface water impacts resulting from the incident as well as the development of measures to mitigate those impacts. Ultimately the goal will be to remediate the site to a point where the Freedom facility represents no unacceptable risks to human health and the environment.

#### **PROFESSIONAL COMPENSATION**

9. Subject to Court approval under section 330(a) of the Bankruptcy Code, compensation will be payable to CEC on an hourly basis, plus reimbursement of actual, necessary expenses and other charges incurred by CEC. The hourly rates charged by CEC are consistent with the rates charged in comparable non-bankruptcy matters and are subject to periodic adjustments to reflect economic and other conditions.

10. CEC's hourly rates are set at a level designed to fairly compensate CEC for the work of its attorneys and paralegals and to cover fixed and routine overhead expenses. Hourly rates vary with the experience and seniority of the individuals assigned and may be adjusted by CEC from time to time. CEC's current customary hourly rates for the individuals expected to participate in these cases, subject to change from time to time, are typically between \$75 to \$195. It is CEC's policy to charge its clients for certain expenses incurred in connection with a client's case. The expenses routinely charged to clients include, among other things, transportation and living expenses incurred for assignments outside the area, fees for field survey equipment usage, CADD fees, shipping charges for soil and rock samples, fees for laboratory services, photocopying, long distance telephone calls, postage, express mail and messenger charges, and other items directly identifiable to the project. CEC will charge the Debtor for these expenses in a manner and at rates consistent with charges made generally to its other clients.

11. No promises have been received by CEC or by any directors, consultants, or employees thereof as to compensation in connection with this case other than in accordance with the provisions of the Bankruptcy Code. I have not agreed to share with any persons (except the employees of CEC) the compensation for the services rendered in this case.

12. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my knowledge, information, and belief.

Date: February 14, 2014

/s/ Harry J. Soose Jr.  
Harry J. Soose Jr.  
Chief Financial Officer  
Civil & Environmental Consultants, Inc.

**EXHIBIT 1**

**Potential Parties**

Harvey, Von Hair We Are, Inc. Carpenter, Rusty A. EG & K, Inc. Kanahwa Gourmet Sandwiches Susan K. Dryer Conley, Suzette Adelphia, Inc. d/b/a Adelphia Sports Bar & Grill and Capital Car Wash Bar 101, LLC Scott Miller South Hills Market and Café, LLC EJ & K Enterprises, LLC Three Rivers Packaging Univar USA Tetra Performance Chemicals Rock Meadow Estates, LLC P&B Transportation, LLC AKJ Colonial Chemical Solutions Prospect Trucking Liberty Tank Lines Kemira Chemicals, Inc. J&B Blending Henwil Corp. West Virginia American Water Attorney General for the State of West Virginia Freedom Industries Etowah River Terminal, Poca Blending, LLC Crete Technologies, LLC Chemstream Holdings, Inc. Archer Daniels Midland Chemac Company Cintas Enviromine, Inc. Freedom Industries, Inc. McJunkin Redman Silverlake Holding, LLC Tyler Mountain Water Coventry Healthcare, Inc.	Thelma Fays, LLC Shape Shop, Inc. Maddie P. Fields Elizabeth Grubbs Kelli Oldham Katherine Grubb Ann Samuels Carrie Mahood Candice Henry Daniel Cleve Steward J. Clifford Forrest Robert Johnson Summer Johnson TWOD, Inc. Grumpy's Grille, LLC A-Lex, Inc. Pray Construction Company Justin A. Amos The Vintage Barber Shop 5 Corners Café, LLC Laura Gandee Joe Fazio's Restaurant, Inc. FloMin Coal, Inc. D Car LLC BASF Corporation Advantage Technical Resourcing AIG Internal Revenue Service Charles Herzing William E. Tis Dennis P. Farrell Eastman Chemical WV Funding, LLC Biomass SyEnergy, LLC Charleston Filter Services Diversified Services Eagle Research Grainger Huntington District Stepan Company CleanHarbors
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**EXHIBIT 2**

**Identified Parties**

J. Clifford Forrest	CEC represented this person in matters unrelated to this chapter 11 case prior to the Petition Date. CEC will not be representing this person in connection with the bankruptcy case but will continue to represent him in matters unrelated to the bankruptcy case going forward.
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