

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

In re:

COLT HOLDING COMPANY LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11296 (LSS)

Jointly Administered

Hearing Date: July 29, 2015 at 9:30 a.m. (Prevailing Eastern Time) (Shortened notice requested)

Objection Deadline: To be determined (Shortened notice requested)

**EMERGENCY MOTION OF THE OFFICIAL COMMITTEE
OF UNSECURED CREDITORS FOR ORDER, PURSUANT TO
FEDERAL BANKRUPTCY RULE 2004 AND LOCAL BANKRUPTCY
RULE 2004-1, DIRECTING SCIENS CAPITAL MANAGEMENT LLC TO PRODUCE
DOCUMENTS AND TO APPEAR FOR DEPOSITION UPON ORAL EXAMINATION**

The Official Committee of Unsecured Creditors (the “Committee”) of Colt Holding Company, LLC and its affiliated debtors and debtors-in-possession in the above captioned Chapter 11 cases (collectively, the “Debtors”), by and through its undersigned proposed counsel, respectfully files this emergency motion (the “Motion”),² pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Rule 2004-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the “Local Rules”), for entry of an order, substantially in the form attached hereto as Exhibit A, directing Sciens Capital Management LLC (“Sciens”) to: (i) produce documents within its possession, custody, or control that are responsive to the categories set forth on the document request attached as Exhibit 1 to the proposed order (the “Document Request”) by no

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Colt Holding Company LLC (0094); Colt Security LLC (4276); Colt Defense LLC (1950); Colt Finance Corp. (7687); New Colt Holding Corp. (6913); Colt’s Manufacturing Company LLC (9139); Colt Defense Technical Services LLC (8809); Colt Canada Corporation (5534); Colt International Coöperatief U.A. (6822); CDH II Holdco Inc. (1782). The address of the Debtors’ corporate headquarters is 547 New Park Avenue, West Hartford, Connecticut 06110.

² Contemporaneously herewith, the Committee is filing a motion seeking to shorten notice with respect to this Motion.



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later than August 2, 2015, at 12:00 p.m. (Prevailing Eastern Time); and (ii) designate a representative to appear for oral examination regarding the topics raised herein and in the Document Request at the offices of Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036, on August 4, 2015, at 9:00 A.M. (Prevailing Eastern Time), or at such other place and time as may be agreed upon by counsel for the Committee.³ In support of this Motion⁴, the Committee respectfully states as follows:

PRELIMINARY STATEMENT

1. It is no secret that a successful outcome for all creditor constituencies in the Debtors' chapter 11 cases (the "Chapter 11 Cases") likely requires resolution of issues created by the impending stated expiration on October 25, 2015 (barring an extension, renewal, or court-ordered relief) of the Debtors' lease with the Landlord (the "Lease") for the facilities located in West Hartford, Connecticut from which the Debtors operate their business (the "West Hartford Facility"). Failure to resolve these time-sensitive issues may result in considerable, unnecessary value destruction and, potentially, the loss of hundreds of jobs.

2. The Committee, like the Consortium, is gravely concerned that Sciens continues to control the Landlord and is leveraging its control position to the detriment of the Debtors and their estates and in complete derogation of its duties, including the duties of good faith and fair dealing, loyalty, and care. Accordingly, an investigation is necessary to determine whether any

³ Contemporaneously herewith, the Committee is also filing a motion seeking Bankruptcy Rule 2004 discovery of NPA Hartford LLC (the "Landlord"). Additionally, the Ad Hoc Consortium of Holders of 8.75% Senior Notes due 2017 (the "Consortium") has filed a motion for Rule 2004 discovery of both Sciens and the Landlord, seeking some, but not all, of the relief requested herein. The Committee further understands that the Debtors will be filing will be filing a motion or motions seeking to obtain Rule 2004 discovery of both Sciens and the Landlord. The Committee will seek to coordinate with the Consortium and the Debtors with respect to the timing and place of any depositions of both Sciens and the Landlord.

⁴ Capitalized terms used, but not defined, herein shall have the meanings ascribed to them in *Keith A. Maib's Declaration in Support of the Debtors' Chapter 11 Petitions and First Day Pleadings* [ECF No. 17] (the "Maib Decl.") and the Consortium Rule 2004 Motion (as defined below), as applicable.

claims or causes of action exist against Sciens, the Landlord, and members of both Sciens and the Landlord, including for injunctive relief to prevent the potentially devastating consequences of Sciens' latest gambit to coercively retain control over the Debtors.

3. For the reasons articulated in the Consortium's Rule 2004 Motion of Sciens (as defined below), emergency relief is necessary here because time is of the essence. The Committee adopts, and expressly incorporates herein by reference, the factual bases set forth in the Consortium's Rule 2004 Motion of Sciens for taking expedited Rule 2004 discovery with respect to the Lease.

4. But the Lease is not the only issue around which Rule 2004 discovery is critical. Sciens appears to have a history of siphoning funds from the Debtors' coffers, taking for itself available cash flow and tax benefits and depriving the business of necessary R&D and CapEx funding. Regrettably, the Debtors do not have a reliable governance structure; Sciens appears to control corporate decision-making, including matters purportedly vested with the putative "Independent Committee," and specifically used an amendment to the Debtors' operating entities' limited liability operating agreement to waive (at a critical strategic moment) all fiduciary obligations otherwise owed by the Debtors to its stakeholders.

5. Furthermore, prior to the bankruptcy filings, the Debtors launched two expensive exchange/pre-pack offers that requested bondholders to take 70% or 55% discounts on their claims, while equity (approximately 87% of which is controlled by Sciens) was left unimpaired and retained their interests. Upon information and belief, when the bondholders rejected these proposals, Sciens (through the Landlord) threatened to evict the Debtors from their primary manufacturing facility. The Committee has serious concerns not only about the conduct of Sciens in this regard, but also with the Debtors' decision— apparently at Sciens' direction — to

expend its precious resources (both money and time) in this manner in the seven months prior to the Petition Date when Colt may have been insolvent or in the zone of insolvency.

6. For these reasons and those discussed below and in the Consortium's Rule 2004 Motion, the Committee submits that it is entitled to conduct a Rule 2004 examination of Sciens on an expedited basis.

JURISDICTION, VENUE, AND STATUTORY PREDICATES

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

8. The statutory predicates for the relief requested herein are section 105 of title 11 of the United States Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), Bankruptcy Rule 2004, and Local Rule 2004-1.

BACKGROUND

9. On July 22, 2015, the Consortium filed its *Emergency Motion of Ad Hoc Consortium of Holders of 8.75% Senior Notes due 2017 for Entry of Order, Pursuant to Federal Bankruptcy Rule 2004 and Local Bankruptcy Rule 2004-1, Directing Sciens Capital Management LLC, NPA Hartford LLC and Valnic Capital Real Estate Fund I LLC to Produce Documents and to Appear for Depositions upon Oral Examination* (ECF No. 225] (the "Consortium Rule 2004 Motion"). In the Consortium Rule 2004 Motion, the Consortium seeks to conduct a Rule 2004 examination of Sciens and the Landlord, as well as Valnic Capital Real

Estate Fund I LLC (“Valnic”).⁵ The Committee also understands that the Debtors will be filing a motion or motions for a Rule 2004 examination of Sciens and the Landlord.

10. The Committee adopts as the factual bases for the relief requested herein the facts set forth in the Consortium Rule 2004 Motion, all of which are incorporated herein by reference, as supplemented by the additional facts set forth below.

11. On June 19, 2015, the Consortium filed its *Supplemental Objection of Ad Hoc Consortium of Holders of Senior Notes to Debtors’ DIP Motion* [ECF No. 100] (the “Supplemental Consortium DIP Objection”). In the Supplemental Consortium DIP Objection, the Consortium set forth, among other things, the conflicts of interest under which Sciens is allegedly operating and has operated; recent value-destructive manifestations of such conflicts; and the general manner in which Sciens has allegedly historically run the Debtors “for cash”, treating them as its personal piggy bank.

I. Rule 2004 Discovery of Sciens Regarding the Landlord and the Lease is Critical to Resolving These Chapter 11 Cases in a Value Maximizing Manner

12. As articulated by the Consortium, there appear to be a myriad of troubling issues that warrant investigation, including that: (i) Sciens likely controls the Landlord and the West Hartford Facility and intends to exert its influence over the Landlord in an effort to retain control of the Debtors or otherwise exact undue economic leverage; (ii) Sciens has many conflicts of interest (as owner, landlord, prior section 363 stalking horse bidder, and perhaps future section 363 bidder); (iii) while the Landlord was previously willing to extend the Lease for Sciens on the

⁵ Sciens has purportedly agreed to delegate “full, exclusive and final authority” regarding the extension or renewal of the Lease to a single member of the Landlord: Valnic. *See* Maib Decl. ¶ 51. Valnic is a limited liability company and its members have not been disclosed. Accordingly, it is unclear whom the ultimate decision-maker will be regarding the Lease extension. Moreover, it is unclear whether Sciens or any affiliates of Sciens own any interests in Valnic or vice versa. The Committee expects to file a motion in the near future seeking to conduct a Rule 2004 examination of Valnic. The Committee will seek to coordinate with the Consortium with respect to the timing and place of any deposition of Valnic.

terms set forth in the Sciens Lease Extension Term Sheet (filed in connection with its prior stalking horse bid, a copy of which is attached to the Consortium Rule 2004 Motion as Exhibit C), the Landlord is inexplicably no longer willing to extend the Lease on those terms, despite overtures from the Debtors and the Consortium for the Debtors to undertake this obligation;⁶ (iv) Sciens and the Landlord cannot make good on their threats to evict the Debtors without first obtaining an order from this Court permitting them to do so; (v) Sciens' alleged actions and inaction may constitute breaches of its duties to the estates, including the duties of good faith and fair dealing, loyalty, and care, and the actions and inaction of the Landlord and Valnic may constitute aiding and abetting Sciens' breaches of fiduciary duties; (vi) Sciens' actions and inaction with respect to the Lease may give rise to claims for tortious interference with business relations; and (vii) Sciens' actions and inaction with respect to the Lease may give rise to a claim for injunctive relief and also may provide the Debtors with an equitable defense precluding termination or expiration of the Lease.

13. The Debtors' Chief Restructuring Officer has specifically represented to this Court that “[c]ontinuity of the West Hartford Facility for a minimum period of three years is critical to the ongoing viability of the Debtors. ... I believe a relocation of the Debtors' manufacturing operations out of the West Hartford Facility would take a minimum of two to three years and could require tens of millions of dollars of incremental capital investment.” Maib Decl. at ¶ 53 (emphasis added). Given this “critical” importance of the West Hartford Facility and the Lease to the Debtors' “ongoing viability”, determining precisely when the Debtors (through their representatives, including the Sciens-controlled officers and directors,

⁶ By letter dated July 7, 2015, the Debtors notified the Landlord that they were interested in extending the Lease on the same terms as contained in the Sciens Lease Extension Term Sheet. A copy of this letter is attached as Exhibit D to the Consortium Rule 2004 Motion.

who are supposed to be fiduciaries acting in the best interests of the Debtors) actually turned their attention to the absolutely vital process of renewal or extension of the Lease with the Landlord and what actions they took in connection therewith, will be critical.

14. The Committee has serious concerns regarding the “independence” of the Landlord and whether Sciens continues to wield undue control over the Landlord to the detriment of the Debtors’ estates and in derogation of its duties.⁷ If discovery were to show that Sciens had acted in a manner which caused the Debtors to breach their duties to stakeholders, such actions would likely give rise to a multitude of claims and causes of actions against Sciens, the Landlord, Valnic, and potentially other third parties (including other members of the Landlord), and could form the basis for obtaining injunctive or other relief preventing an eviction of the Debtors from the West Hartford Facility and facilitating a successful reorganization. Accordingly, a comprehensive and expedited investigation is required.

II. Rule 2004 Discovery of Sciens is Necessary to Ascertain the Cash and Value Drain on the Debtors as a Result of Sciens’ Control Position

15. Sciens and its affiliates “own approximately 87% of the equity interests in Colt.” (Maib Decl. at ¶ 47). Moreover, Sciens partner John Rigas is the Managing Member of Colt Holding Company LLC (Supplemental Consortium DIP Objection, Ex. 6), which in turn owns 92% of the primary operating Debtor, Colt Defense LLC (Supplemental Consortium DIP Objection, Ex. 4 at 4).

16. Sciens is an alternative investment management firm headquartered in New York City. (Supplemental Consortium DIP Objection, Ex. 3 at 4) Its strategy is to invest as a “control” or “lead” investor. *Id.* Colt admits that Sciens has taken a “control” position in the Debtors. (Supplemental Consortium DIP Objection, Ex. 4 at 46). Indeed, Sciens has reserved for itself

⁷ Nothing in this Motion is intended to imply that the estate is not entitled to relief even if a truly independent member or manager of the Landlord is vested with authority to decide whether to extend or renew the Lease.

complete control over the Debtors' decision-making inasmuch as Sciens has: (i) the power to appoint 100% of the members of Colt's Governing Board; (ii) the power to remove, with or without cause, 100% of the members of Colt's Governing Board; and (iii) an express veto right over any decision (including those of the so-called "Independent Committee") involving "fundamental transactions," such as an asset sale, plan of reorganization or a DIP loan involving \$20 million of incremental liquidity. *See* Supplemental Consortium DIP Objection, at ¶ 8.

17. Sciens has used its leverage over the Debtors to negotiate several lucrative contracts for itself including, but not necessarily limited to, the following: (i) a July 9, 2007 Advisory Agreement under which Sciens provides "investment banking, corporate and strategic advisory services", for which Sciens charges Colt \$350,000 per year plus "such other additional fees as the parties may mutually agree", *see id.*, Ex. 8; (ii) a July 13, 2013 Consulting Agreement under which Sciens provides various "consulting" services to Colt, for which Sciens charges Colt \$650,000 per year, *see id.*, Ex. 9; (iii) a July 12, 2013 Services Agreement under which the Debtors run the business of Colt Archive Properties, LLC ("Colt Archive") (a company formed by two Sciens principals) in exchange for a payment to Colt in the amount of \$248,000 per year, *see id.*, Ex. 10⁸; and (iv) the Lease, *see id.*, Ex. 12.

18. Upon information and belief, Sciens has also received substantial cash distributions from Colt because Colt distributed approximately \$241.3 million to its equity holders since 2002. *See id.*, Demonstrative 1. This equates to, on average, \$18.6 million per year.

19. Furthermore, since most of the Debtors are organized as limited liability companies, they are not automatically entitled to retain their net operating losses and other tax

⁸ On information and belief, it costs the Debtors more than \$248,000 per year to run this business for Colt Archive, and the Debtors turn over revenue to Colt Archive exceeding \$248,000 per year.

attributes. Absent additional corporate structuring, all such attributes are treated as “pass-through” value realized by equity holders, especially Sciens. Upon information and belief, Sciens did not change this structure (and continued to receive the benefits of the Debtors’ tax attributes), even after it became clear that the Debtors were insolvent. Indeed, upon information and belief, this was only changed in March 2015 (Maib Decl. ¶ 38), thus depriving the Debtors of any meaningful accumulation of carry-forward tax attributes.

20. Given the wide-ranging apparent exploitation of the Debtors by Sciens, the Committee requests authorization to investigate potential related claims and causes of actions that could uncover assets or causes of action that may be valuable.

III. Rule 2004 Discovery of Sciens is Necessary to Explore the Prudence of the Prepetition Exchange Offers

21. On April 14, 2015, the Debtors launched an exchange/pre-pack offer (the “April Exchange Offer”), which offer was later rejected by bondholders. Thereafter, on June 1, 2015, the Debtors issued an amended exchange/prepack offer (the “June Exchange Offer”, and collectively with the April Exchange Offer, the “Exchange Offers”), which was likewise rejected by bondholders.

22. The terms and conditions of the Exchange Offers are described in great detail in the Supplemental Consortium DIP Objection, *see* Supplemental Consortium DIP Objection, at ¶¶ 26-30, 44-49, and will not be repeated here.

23. Rule 2004 discovery is necessary to determine whether, in light of the failure of the Debtors to engage the Consortium in meaningful discussions prior to making the April Exchange Offer, the bondholders’ overwhelming rejection of the April Exchange Offer, and the subsequent June Exchange Offer, the Exchange Offers were a prudent expenditure of the Debtors’ limited resources of both money and time. Similarly, Rule 2004 discovery is necessary

to investigate: (a) refinancing initiatives by the Debtors that did not result in extra liquidity, but obligated the Debtors to additional debt, fees, and prepayment premiums, and (b) whether such refinancing attempts were a prudent exercise of the Debtors' business judgment.

IV. Time Is Of The Essence

24. Emergency relief is necessary here as time is of the essence. The actions and inaction of Sciens and the Landlord have the potential to do irreparable harm to the Debtors and their estates if they are not remedied immediately. Indeed, the substantial uncertainty surrounding the Lease is arguably one of the main issues standing in the way of the development of a plan of reorganization. Absent resolution of the Lease situation, neither the Debtors, nor any other party in interest, will be able to propose a feasible plan of reorganization.

25. Further, failure to resolve the issues surrounding the Lease in a timely fashion may impair the Debtors' ability to obtain exit financing and chill any sale process (should the Debtors, hopefully in consultation with other parties in interest, determine that these cases ultimately need to move towards a section 363 sale process).

26. Finally, these cases are on a fast track for either confirmation of a plan or a sale of substantially all of the Debtors' assets. As such, the Committee needs to discover what, if any, other potential causes of actions exist against Sciens as they go to whether and to what extent Sciens has acted honestly and in good faith with respect to the Debtors.

RELIEF REQUESTED

27. By this Motion, the Committee seeks entry of an order, substantially in the form attached hereto as Exhibit A, directing Sciens to produce documents within its possession, custody, or control that are responsive to the Document Request. The Committee requests that the responses to the Document Request be delivered to the attention of David M. Posner, Esq., at

Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York, 10036, by no later than August 2, 2015 at 12:00 p.m. (Prevailing Eastern Time).

28. The Committee further seeks entry of an order directing Sciens to designate a representative to appear for oral examination regarding the Document Request at the offices of Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York, 10036, on August 4, 2015, at 9:00 A.M. (Prevailing Eastern Time) or at such other place or time as may be agreed upon by the Committee's counsel.

BASIS FOR RELIEF

29. Bankruptcy Rule 2004 provides that, on motion of any party in interest, the court may order an examination of, and the production of documentary evidence by, any entity concerning any matter relating "to the acts, conduct, or property or to the liabilities and financial condition of the debtor, or to any matter which may affect the administration of the debtor's estate...." Fed. R. Bankr. P. 2004(b). The examination "may also relate to the operation of any business and the desirability of its continuance, the source of any money or property acquired or to be acquired by the debtor for purposes of consummating a plan and the consideration given or offered therefor, and any matter relevant to the case or to the formulation of a plan." *Id.*

30. Accordingly, Bankruptcy Rule 2004 permits any party with an interest in the bankruptcy estate to conduct an examination of any matter affecting the administration of the estate or the formulation of a plan. Fed. R. Bankr. P. 2004(b); *In re Teleglobe Commc'ns Corp.*, 493 F.3d 345, 354 n.6 (3d Cir. 2007).

31. The goals of Rule 2004 examinations include "discovering assets, examining transactions, and determining whether wrongdoing has occurred." *In re Wash. Mut., Inc.*, 408

B.R. 45, 50 (Bankr. D. Del. 2009) (quoting *In re Enron Corp.*, 281 B.R. 836, 840 (Bankr. S.D.N.Y. 2002)); *In re Recoton Corp.*, 307 B.R. 751, 755 (S.D.N.Y. 2004).

32. “The scope of a Rule 2004 examination is ‘unfettered and broad.’” *Wash. Mut.*, 408 B.R. at 49 (quoting *In re Bennett Funding Grp., Inc.*, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996)); *In re Countrywide Home Loans, Inc.*, 384 B.R. 373, 400 (Bankr. W.D. Pa. 2008), *appeal dismissed sub nom, Countrywide Home Loans, Inc. v. Office of U.S. Trustee*, No. Civ. A. 08-617, 2008 WL 2388285 (W.D. Pa. June 11, 2008). Indeed, the broad scope of Rule 2004 has been described as permitting a “fishing expedition” and “exploratory” discovery. *See In re 2435 Plainfield Ave., Inc.*, 223 B.R. 440, 456 (Bankr. D. N.J. 1998); *In re Drexel Burnham Lambert Grp.*, 123 B.R. 702, 711 (Bankr. S.D.N.Y. 1991); *In re Johns-Manville Corp.*, 42 B.R. 362, 364 (S.D.N.Y. 1984).

33. Rule 2004 further extends to any third parties who have a relationship with the Debtors (such as Sciens) and includes the designation of an informed person to appear for an oral examination. *In re Ionosphere Clubs, Inc.*, 156 B.R. 414, 432 (S.D.N.Y. 1993), *aff'd*, 17 F.3d 600 (2d Cir. 1994) (“Because the purpose of the Rule 2004 investigation is to aid in the discovery of assets, any third party who can be shown to have a relationship with the debtor can be made subject to a Rule 2004 investigation.”); *In re Wilcher*, 56 B.R. 428, 433 (Bankr. N.D. Ill. 1985) (Rule 2004 examination “may extend to creditors and third parties who have had dealings with the debtor.”); *In re Analytical Sys., Inc.*, 71 B.R. 408, 412 (Bankr. N.D. Ga. 1987) (“The application of the discovery device of Bankruptcy Rule 7030 (Fed. R. Civ. P. 30), for a corporation to designate and inform persons to testify on its behalf to Bankruptcy Rule 2004 examinations is both consistent with and assists in the accomplishment of expeditious administration.”); *see also In re Mittco, Inc.*, 44 B.R. 35, 36 (Bankr. D. Wis. 1984) (“Whe[n]

there is a showing that the purpose of the examination is to enable a party to probe into matters which may lead to the discovery of assets by examining not only the debtor, but also other witnesses, such inquiry is allowed.”).

34. As discussed above, an investigation is necessary here. The Landlord’s refusal to extend the Lease to anyone other than a Sciens-supported entity raises the specter that Sciens continues to dominate the Landlord and is wielding its control to the detriment of the Debtors’ estates and in derogation of its fiduciary duties.

35. An expedited investigation is further necessary to prevent irreparable harm to the Debtors’ estates and determine whether there is an adequate basis for obtaining a preliminary and/or permanent injunction to provide adequate time for the Debtors to effectuate a successful plan of reorganization. Finally, the actions and inaction of Sciens and the Landlord may give rise to potential claims and causes of action, including, without limitation, claims for breaches of fiduciary duties, aiding and abetting breaches of fiduciary duties, tortious interference, an injunction, and avoidable transfer actions. An investigation is necessary to determine whether any such claims or causes of action exist.

36. The scope of the requested investigation falls squarely within the broad permissible parameters of Bankruptcy Rule 2004.

CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 2004-1

37. In accordance with Local Rule 2004-1, attached hereto as Exhibit B is a certification from Domenic E. Pacitti, Esq., co-counsel to the Committee.

NO PRIOR REQUEST

38. No previous motion for the relief requested herein has been made to this or any other court.

NOTICE

39. Notice of this Motion has been provided to the following parties: (i) counsel to the Debtors; (ii) the office of the United States Trustee for the District of Delaware; (iii) counsel to the Consortium; (iv) counsel to Sciens; (v) counsel to the Landlord; (vi) counsel to the Term Loan Lenders; and (vii) the parties requesting notice under Bankruptcy Rule 2002. The Committee submits that no other or further notice is required.

[Remainder of page intentionally left blank.]

CONCLUSION

WHEREFORE, the Committee respectfully requests that the Court: (a) enter an order, substantially in the form attached hereto as Exhibit A, directing Sciens to: (i) produce documents within its possession, custody, or control that are responsive to the Document Request, as set forth herein; and (ii) designate a representative to appear for oral examination regarding the topics raised herein and in the Document Request, as set forth herein; and (b) grant such other or further relief as the Court deems just and proper.

Dated: July 22, 2015
Wilmington, Delaware

/s/ Domenic E. Pacitti

KLEHR HARRISON HARVEY BRANZBURG LLP

Domenic E. Pacitti, Esq. (DE Bar No. 3989)

Richard M. Beck, Esq. (DE Bar No. 3370)

919 Market Street, Suite 1000

Wilmington, Delaware 19801-3062

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

Email: dpacitti@klehr.com

rbeck@klehr.com

-and-

KILPATRICK TOWNSEND & STOCKTON LLP

David M. Posner, Esq. (admitted *pro hac vice*)

Shane G. Ramsey, Esq. (admitted *pro hac vice*)

The Grace Building

1114 Avenue of the Americas

New York, New York 10036-7703

Telephone: (212) 775-8764

Facsimile: (212) 658-9523

Email: dposner@kilpatricktownsend.com

sramsey@kilpatricktownsend.com

-and-

Todd C. Meyers, Esq. (admitted *pro hac vice*)
KILPATRICK TOWNSEND & STOCKTON LLP
1100 Peachtree Street NE, Suite 2800
Atlanta, Georgia 30309-4528
Telephone: (404) 815-6482
Facsimile: (404) 541-3307
Email: tmeyers@kilpatricktownsend.com

*Proposed Co-Counsel for the Official Committee of
Unsecured Creditors*

EXHIBIT A

Proposed Order

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

In re:

COLT HOLDING COMPANY LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11296 (LSS)

Jointly Administered

Related to DI No. _____

**ORDER, PURSUANT TO FEDERAL BANKRUPTCY RULE 2004
AND LOCAL BANKRUPTCY RULE 2004-1, DIRECTING SCIENS
CAPITAL MANAGEMENT LLC TO PRODUCE DOCUMENTS AND
TO APPEAR FOR DEPOSITION UPON ORAL EXAMINATION**

Upon consideration of the Motion,² dated July 22, 2015, filed by the Committee; and any responses thereto; and the hearing on the Motion, if any; and upon the record thereof, if any; and good and sufficient notice of the Motion and the hearing thereon having been provided; and after due deliberation thereon; and the relief requested in the Motion having been found to be in the best interests of the Debtors' estates and creditors thereof; and good and sufficient cause existing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted to the extent set forth herein.
2. Sciens shall produce documents in response to the Document Request attached hereto as **Exhibit 1** and shall deliver such documents or other responses to the attention of David M. Posner, Esq., Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Colt Holding Company LLC (0094); Colt Security LLC (4276); Colt Defense LLC (1950); Colt Finance Corp. (7687); New Colt Holding Corp. (6913); Colt's Manufacturing Company LLC (9139); Colt Defense Technical Services LLC (8809); Colt Canada Corporation (5534); Colt International Coöperatief U.A. (6822); CDH II Holdco Inc. (1782). The address of the Debtors' corporate headquarters is 547 New Park Avenue, West Hartford, Connecticut 06110.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

York, New York 10036, by no later than August 2, 2015 at 12:00 p.m. (Prevailing Eastern Time), or at such other place and time as may be agreed upon by the Committee's counsel.

3. Sciens shall designate a representative to appear for oral examination regarding the Document Request and any other matters raised in the Motion at the offices of Kilpatrick Townsend & Stockton LLP, 1114 Avenue of the Americas, New York, New York 10036, on August 4, 2015, at 9:00 A.M. (Prevailing Eastern Time), or at such other place and time as may be agreed upon by the Committee's counsel.

4. Nothing in this Order shall be deemed to limit or restrict the Committee's right to seek further discovery from Sciens upon written notice and filing of an amended or new Rule 2004 Motion or in connection with any pending or subsequent contested matter or adversary proceeding.

5. This Court shall retain jurisdiction to resolve any disputes arising from or related to this Order, and to interpret, implement and enforce the provisions of this Order.

Dated: _____

THE HONORABLE LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT 1

Document Request

Bankruptcy Rule 2004 Examination Document Request

Definitions

1. “Advisory Agreement” means the July 9, 2007 Advisory Agreement between Colt and Sciens.
2. “Colt Archive” shall mean Colt Archive Properties LLC.
3. “Communication” means any oral or written utterance, notation, or statement of any nature whatsoever, or any transmittal of the same, between or among two or more persons, by or to whomsoever made, and including, without limitation, correspondence, documents, conversations, dialogues, discussions, e-mail, interviews, consultations, agreements, and other understandings.
4. “Consortium” means the Ad Hoc Consortium of 8.75% Senior Notes due 2017.
5. “Consulting Agreement” means the July 13, 2013 Consulting Services Agreement between Colt and Sciens.
6. “Debtors” shall mean Colt Holding Company LLC and the affiliated debtors in the jointly administered chapter 11 cases pending in the United States Bankruptcy Court for the District of Delaware (Case No. 15-11296) (LSS) including the officers, directors, members or principals of each debtor entity.
7. “Document” means any printed, written, typed, recorded, transcribed, taped, photographic, or graphic matter, however produced or reproduced, including, but not limited to: any letter, correspondence, or Communication of any sort; film, print or negative of photograph; sound recording; video recording; note, notebook, diary, calendar, minutes, memorandum, contract, agreement, or any amendment thereto; telex, telegram, cable; summary, report or record of telephone conversation, voice mail or voice mail back-up, personal conversation, discussion, interview, meeting, conference, investigation, negotiation, act or activity; projection, work paper, or draft; computer or computer network output or input, hard or floppy disc, e-mail, magnetic and/or optical medias, archived or back up data on any of these medias, and documents that have been deleted but are recoverable from any of these medias; opinion or report of consultant; request, order, invoice or bill of lading; analysis, diagram, map, index, sketch, drawing, plan, chart, manual, brochure, pamphlet, advertisement, circular, newspaper or magazine clipping, press release; receipt, journal, ledger, schedule, bill, or voucher; financial statement, statement of account, bank statement, checkbook, stubs, or register, canceled check, deposit slip, charge slip, tax return (income or other), requisition; file, study, graph, tabulation, and any and all other writings and recording of whatever nature, whether signed or unsigned or transcribed, and any other data compilation from which information can be obtained, translated, if necessary, by the respondent through detection devices into reasonably usable form; including, without limitation, all things meeting the definition of “documents” or “electronically stored information” set forth in Rule 34 of the Federal Rules of Civil Procedure, as incorporated by Rule 7034 of the Federal Rules of Bankruptcy Procedure, as applicable, or meeting the definition of “writings and recordings” set forth in Rule 1001 of the Federal Rules of Evidence. Any document with any

marks such as initials, comments, or notations of any kind is not deemed to be identical to one without such marks and is a separate document within the meaning of this term.

8. “Governing Board” shall have the meaning ascribed to it in the Maib Declaration.
9. “Independent Committee” refers to a special committee of the Governing Board of Colt Defense LLC consisting of Alan Miller, General George W. Casey, Jr. and Field Marshall the Lord Guthrie of Craigiebank and as described in the Maib Declaration.
10. “June 1 Amendment/Amended Offer to Exchange and Disclosure Statement” shall have the meaning and description ascribed thereto in the Maib Declaration.
11. “Landlord” shall have the meaning ascribed to it in the Maib Declaration.
12. “LLC Agreement” refers to the Amended and Restated Limited Liability Company Agreement of Colt Defense LLC dated as of April 9, 2015.
13. “Maib Declaration” means *Keith A. Maib’s Declaration in Support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Dkt. No. 17].
14. “NPA Management” shall mean NPA Management LLC and any affiliates and/or subsidiaries thereof.
15. “Offer to Exchange and Disclosure Statement” shall have the meaning and description ascribed thereto in the Maib Declaration.
16. “Petition Date” shall mean June 19, 2015.
17. “Relate” and its variants encompass the terms “refer,” “reflect,” “constitute,” “evidence,” “in connection with,” and “concern” and shall be construed to bring within the scope of all Documents and information that comprise, evidence, constitute, describe, explicitly or implicitly refer to, were reviewed in conjunction with, or were generated as a result of the subject matter of this Document Request, as applicable, including, but not limited to, all Documents and information that reflect, record, memorialize, discuss, evaluate, consider, review, report, or otherwise evidence the existence of the subject matter of this Document Request, as applicable.
18. “Restructuring Committee” shall have the meaning ascribed to it in the Maib Declaration.
19. “RSA” shall have the meaning ascribed to it in the Maib Declaration.
20. “Sciens” shall have the meaning ascribed to it in the Maib Declaration.
21. “Senior Loan Facility” shall mean the loan facility among Colt Defense, Colt’s Manufacturing Company, LLC, and Colt Canada Corporation, as borrowers, certain subsidiary guarantors, Cortland Capital Market Services LLC, as agent, and the lenders party thereto entered into on or about February 9, 2015 and described more fully in paragraph 18 of the Maib Declaration.

22. “Services Agreement” means the July 12, 2013 Services Agreement between Colt and Colt Archive.

23. “Tax Reorganization” shall have the meaning and description ascribed to it in the Maib Declaration.

24. “Term Loan Facility” shall mean the loan facility among Colt Defense, Colt Finance Corp., New Colt Holding Corp., Colt’s Manufacturing Company, LLC, and Colt Canada Corporation, as borrowers, certain subsidiary guarantors, Wilmington Savings Fund Society, Fsb., as agent, and the lenders party thereto entered into on or about November 17, 2014 and described more fully in paragraph 17 of the Maib Declaration.

25. “Valnic” means Valnic Capital Real Estate Fund I LLC and any affiliates and/or subsidiaries thereof.

26. “West Hartford Facility” shall have the meaning ascribed to it in the Maib Declaration.

27. “West Hartford Facility Lease” shall have the meaning ascribed to it in the Maib Declaration.

28. “You” and “Your” shall mean and refer to Sciens.

Instructions

1. In accordance with Rules 26 and 34 of the Federal Rules of Civil Procedure (the “Federal Rules”), made applicable in bankruptcy cases pursuant to Rules 7026 and 7034 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), Rules 26.1 and 26.2 of the Local District Rules of the District Court for the District of Delaware, and Rules 7026-1 and 7026-2 of the Local Bankruptcy Rules of the Bankruptcy Court for the District of Delaware, as applicable, the Document Request shall be deemed to include any Document now or at any time in Your possession, custody, or control, including, but not limited to, Documents in the possession, custody, or control of any of Your current or former affiliates, subsidiaries, parent corporations, predecessors, or successor entities and all of their respective current or former directors, officers, employees, agents, attorneys, advisors, and representatives, or other person acting or purporting to act on its or their behalf. A Document is deemed to be in Your possession, custody, or control if it is in Your physical custody, or if it is in the physical custody of any other person or entity and You: (i) own such Document in whole or in part; (ii) have a right, by contract, statute, or otherwise, to use, inspect, examine, or copy such Document on any terms; (iii) have an understanding, express or implied, that You may use, inspect, examine, or copy such Document on any terms; or (iv) as a practical matter, have been able to use, inspect, examine, or copy such Document when You sought to do so. If any requested Document was, but no longer is, in Your control, state the disposition of each such Document.

2. As the term “possession” pertains to e-mail, the term includes, but is not limited to, e-mail contained in Your electronic e-mail directories containing (i) “deleted” e-mails which have not been permanently deleted, including all subdirectories irrespective of the title of such

subdirectories; (ii) “sent” e-mails, including all subdirectories irrespective of the title of such subdirectories; and (iii) “received” e-mails, including all subdirectories irrespective of the title of such subdirectories.

3. The word “all” shall also include “each of,” and vice versa. The word “any” shall be construed to mean “any and all” where the effect of such construction is to broaden the scope of the Request.

4. In responding to the Document Request, You are to review and search all relevant files of appropriate entities and persons.

5. This Document Request shall be deemed to include requests for any and all transmittal sheets, cover letters, enclosures, or any other annexes or attachments to the Documents.

6. You are to produce the original and all non-identical copies, including all drafts, of each Document requested. If You are not able to produce the original of any Document, please produce the best available copy and all non-identical copies, including drafts. Any Document that cannot be produced in full shall be produced to the fullest extent possible.

7. In accordance with Rules 34(b) and 45 of the Federal Rules, as incorporated by Rules 7034 of the Bankruptcy Rules, as applicable, Documents shall be produced as they are kept in the ordinary course of business or shall be organized and labeled to correspond with the categories in the Document Request. The name of the file from which it was produced, the identity of the person from whose file it was produced, and the identity of the present custodian of that file each shall be set forth. All Documents requested herein shall be produced electronically as tagged image file format (“TIFF”) or portable document format (“PDF”) files, except that all spreadsheets and accounting and financial data, including those created with Excel software, shall be produced in their native form.

8. If any responsive Document is known to have existed and cannot now be located, or has been destroyed, discarded, or otherwise disposed, set forth a complete statement of the circumstances surrounding such loss, destruction, discarding, or other disposition, including:

- a. A description of the Document, including the date, a summary of its contents and the identity of its author and the person(s) to whom it was sent or shown;
- b. The last known custodian;
- c. Whether the Document is missing or lost or was destroyed, discarded, or otherwise disposed;
- d. The date of loss, destruction, discarding, or other disposition;
- e. The reason(s) for destruction, discarding, or other disposition;

- f. The person(s) authorizing or carrying out such destruction, discarding, or other disposition; and
- g. The efforts made to locate lost or misplaced Documents.

9. In the event You seek to withhold any Document, thing, or information on the basis that it is properly entitled to some privilege or other limitation of discovery, You shall produce as much of the Document as to which no claim of privilege or other limitation of discovery is made. With respect to Documents or portions of Documents for which a claim of privilege or other limitation of discovery is made, You are instructed to provide a numeral list of the Document(s) and thing(s) for which a privilege or limitation is claimed that (1) identifies the nature of the privilege or limitation (including work product) asserted and, if the privilege or limitation is governed by state law, indicates the state of the privilege rule or other limitation invoked; and (2) provides the following information in the objection, unless divulgence of such information would cause disclosure of the allegedly privileged or otherwise protected information: (i) the type of Document; (ii) the name and capacity of each author and recipient of the Document; (iii) the general subject matter of the Document in a manner sufficient to support the privilege or other protection claimed; (iv) the date of the Document; (v) such other information as is sufficient to identify the Document for a subpoena duces tecum, including, where appropriate, the author(s) of the Document, the addressee(s) of the Document, and any other recipient(s) shown in the Document, and, where not apparent, the relationship of the author(s), addressee(s), and recipient(s) to each other; and (vi) the same information referenced in (i)-(v) above for each enclosure or attachment to each listed Document if the enclosure or attachment is also withheld from production. Notwithstanding the assertion of any privilege or other protection, any requested Document that contains responsive, non-privileged or non-protected information should be produced, but that portion of the Document for which the privilege or other protection is asserted may be redacted, provided that the redacted portion is identified and described consistently according to the requirements listed herein.

10. Each Definition, Instruction, and Document Request herein shall be construed independently and not with reference to any other Definition, Instruction, or Document Request for the purposes of limitation.

11. In accordance with Rules 33, 34 and 45 of the Federal Rules, as incorporated by Rules 7033, 7034, 9014, and 9016 of the Bankruptcy Rules, as applicable, objections to any part of this Document Request shall be stated in full and with specificity. In the event You interpose an objection to the Document Request, You must produce the Documents to which objection is not made or provide testimony or information not objected to, as the case may be.

12. The Document Request shall be deemed continuing so as to require prompt supplementation if You obtain, generate, or discover additional Documents or information. If, after responding, You obtain or become aware of any additional Documents or information responsive to the Document Request, production of such additional Documents or information shall be made forthwith as required by Rule 26 of the Federal Rules, as incorporated by Rules 7026 and 9014 of the Bankruptcy Rules, as applicable.

13. "Including" shall not be construed to limit the scope of the Document Request.
14. Whenever necessary to bring within the scope of the Document Request or information that might otherwise be construed to be outside its scope:
 - a. The use of a verb in any tense shall be construed as the use of that verb in all other tenses;
 - b. The use of a word in its singular form shall be deemed to include within its use the plural form, and vice versa;
 - c. The use of the masculine form of a noun or pronoun shall include the feminine form, and vice versa; and
 - d. The use of the conjunctive or disjunctive, respectively, shall be construed as necessary to be inclusive rather than exclusive.
15. Each paragraph, subparagraph, clause, and word herein should be construed independently and not by reference to any other paragraph, subparagraph, clause, or word herein for purposes of limitation

Document Request

1. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Landlord, or any member(s) or principal(s) thereof, relating to the West Hartford Facility Lease, including, without limitation, the termination, extension and/or renewal thereof.
2. All Documents between Sciens, or any member(s) or principal(s) thereof, and Valnic, or any member(s) or principal(s) thereof, relating to the West Hartford Facility Lease, including without limitation the termination, extension and/or renewal thereof.
3. All Documents between Sciens, or any member(s) or principal(s) thereof, and NPA Management, or any member(s) or principal(s) thereof, relating to the West Hartford Facility Lease, including without limitation the termination, extension and/or renewal thereof.
4. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the West Hartford Facility Lease, including without limitation the termination, extension and/or renewal thereof.
5. All Documents between Sciens, or any member(s) or principal(s) thereof, and Landlord, or any member(s) or principal(s) thereof, relating to the zoning for or the rezoning of the real property on which the West Hartford Facility is situated.
6. All Documents between Sciens, or any member(s) or principal(s) thereof, and Valnic, or any member(s) or principal(s) thereof, relating to the zoning for or the rezoning of the real property on which the West Hartford Facility is situated.

7. All Documents between Sciens, or any member(s) or principal(s) thereof, and NPA Management, or any member(s) or principal(s) thereof, relating to the zoning for or the rezoning of the real property on which the West Hartford Facility is situated.

8. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the zoning for or the rezoning of the real property on which the West Hartford Facility is situated.

9. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Landlord, or any member(s) or principal(s) thereof, relating to any loan the Landlord has with respect to the real property on which the West Hartford Facility is situated.

10. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Landlord, or any member(s) or principal(s) thereof, relating to the West Hartford Facility.

11. All Documents between Sciens, or any member(s) or principal(s) thereof, and Valnic, or any member(s) or principal(s) thereof, relating to the West Hartford Facility.

12. All Documents between Sciens, or any member(s) or principal(s) thereof, and NPA Management, or any member(s) or principal(s) thereof, relating to the West Hartford Facility.

13. All Documents evidencing any relationship(s) whatsoever between Sciens, or any member(s) or principal(s) thereof, and Landlord, any member(s) or principal(s) of Landlord, or any entities related or affiliated with the foregoing.

14. All Documents evidencing any relationship(s) whatsoever between Sciens, or any member(s) or principal(s) thereof, and any member of the Independent Committee including whether any member of the Independent Committee serves or has served as a member or advisor to any other entity owned or controlled, in whole or in part, by Sciens since January 1, 2008 until the Petition Date.

15. All Documents evidencing any relationship(s) whatsoever between Sciens, or any member(s) or principal(s) thereof, and Valnic, any member(s) or principal(s) of Valnic, or any entities related or affiliated with the foregoing.

16. All Documents related to Landlord's governing board, organizational documents, decision-making documents, resolutions, votes, minutes, or any similar corporate documents.

17. All Documents related to Valnic's governing board, organizational documents, decision-making documents, resolutions, votes, minutes, or any similar corporate documents.

18. All Documents related to NPA Management's governing board, organizational documents, decision-making documents, resolutions, votes, minutes, or any similar corporate documents.

19. All Documents relating to the members and principals of the Landlord.

20. All Documents relating to Valnic and the members and principals thereof.
21. All Documents relating to NPA Management and the members and principals thereof.
22. All Documents relating to the Landlord and/or the West Hartford Facility Lease.
23. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Colt Archive.
24. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Advisory Agreement.
25. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Consulting Agreement.
26. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Services Agreement.
27. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Tax Reorganization.
28. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the LLC Agreement, or any amendment thereto either prior to or subsequent to April 9, 2015.
29. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Governing Board, relating to the LLC Agreement, or any amendment thereto either prior to or subsequent to April 9, 2015.
30. All Documents between the Debtors, or any member(s) or principal(s) thereof, and the Governing Board, relating to the LLC Agreement, or any amendment thereto either prior to or subsequent to April 9, 2015.
31. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Independent Committee and the creation of the Independent Committee.
32. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Independent Committee, relating to the West Hartford Facility Lease, including without limitation the termination, extension and/or renewal thereof.
33. All Documents between the Debtors, or any member(s) or principal(s) thereof, and the Independent Committee, relating to the West Hartford Facility Lease, including without limitation the termination, extension and/or renewal thereof.
34. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the RSA.

35. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Offer to Exchange and Disclosure Statement.

36. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the June 1 Amendment/Amended Offer to Exchange and Disclosure Statement.

37. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Senior Loan Facility.

38. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the Term Loan Facility.

39. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the negotiations with the Consortium prior to the Petition Date.

40. All Documents between Sciens, or any member(s) or principal(s) thereof, and the Debtors, or any member(s) or principal(s) thereof, relating to the West Hartford Facility.

41. All Documents between Sciens, or any member(s) or principal(s) thereof, and any third party relating to the West Hartford Facility Lease and/or the West Hartford Facility.

42. All Documents evidencing any relationship(s) whatsoever between Sciens, or any member(s) or principal(s) thereof, and NPA Management, any member(s) or principal(s) of NPA Management, or any entities related or affiliated with the foregoing.

43. All Documents evidencing any relationship(s) whatsoever between Sciens, or any member(s) or principal(s) thereof, and any members of the Governing Board and/or the Debtors' management.

44. All Documents related to the fees, expenses and sources and uses with respect to the Senior Loan Facility.

45. All Documents related to the fees, expenses and sources and uses with respect to the Term Loan Facility.

46. All Documents related to any and all amounts distributed to Sciens, or any of its member(s) or principal(s) from or by the Debtors during the six year period prior to the Petition Date.

47. All Documents relating to Colt Archive and the members and principals thereof.

48. All Documents related to the Advisory Agreement including but not limited to the negotiation of the agreement, the services rendered by Sciens in exchange for the fees set forth therein, the total fees and expenses paid prior to the Petition Date and any efforts to obtain comparable services at a more competitive rate.

49. All Documents related to the Consulting Agreement including but not limited to the negotiation of the agreement, the services rendered by Sciens in exchange for the fees set forth therein, the total fees and expenses paid prior to the Petition Date and any efforts to obtain comparable services at a more competitive rate.

50. All Documents related to the Services Agreement including but not limited to the negotiation of the agreement, the services rendered by the Debtors in exchange for the fees set forth therein to be paid by Colt Archive, the total costs and expenses paid by the Debtors prior to the Petition Date and the amounts paid by Colt Archive for those serves, and any efforts to obtain comparable services at a more competitive rate.

51. All minutes and board packages of the Governing Board for the five years prior to the date hereof.

52. All minutes of the Independent Committee for the one year prior to the date hereof.

53. All minutes of the Restructuring Committee for the one year prior to the date hereof.

54. All Board of Directors minutes together with any packages for the five years prior to the date hereof.

55. All minutes of the meetings of the members of the limited liability company for each of the Debtors.

EXHIBIT B

Certification of Compliance

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

In re:

COLT HOLDING COMPANY LLC, *et al.*,¹

Debtors.

Chapter 11

Case No. 15-11296 (LSS)

Jointly Administered

**CERTIFICATION OF COMPLIANCE WITH LOCAL RULE 2004-1 IN
CONNECTION WITH MOTION OF THE OFFICIAL COMMITTEE OF
UNSECURED CREDITORS FOR ENTRY OF ORDER, PURSUANT TO
FEDERAL BANKRUPTCY RULE 2004 AND LOCAL BANKRUPTCY RULE
2004-1, DIRECTING SCIENS CAPITAL MANAGEMENT LLC TO PRODUCE
DOCUMENTS AND TO APPEAR FOR DEPOSITION UPON ORAL EXAMINATION**

I, Domenic E. Pacitti, hereby certify as follows:

1. I submit this certification as co-counsel to the Official Committee of Unsecured Creditors (the "Committee") in accordance with Rule 2004-1 of the Local Rules of the Bankruptcy Court for the District of Delaware (the "Local Rules") in connection with the accompanying motion (the "Motion")² pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure ("the "Bankruptcy Rules").

2. On July 20, 2015, counsel for the Committee sent a letter to counsel for Sciens requesting the discovery set forth in the Motion, with a response deadline of July 22, 2015, at

¹ The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Colt Holding Company LLC (0094); Colt Security LLC (4276); Colt Defense LLC (1950); Colt Finance Corp. (7687); New Colt Holding Corp. (6913); Colt's Manufacturing Company LLC (9139); Colt Defense Technical Services LLC (8809); Colt Canada Corporation (5534); Colt International Coöperatief U.A. (6822); CDH II Holdco Inc. (1782). The address of the Debtors' corporate headquarters is 547 New Park Avenue, West Hartford, Connecticut 06110.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Motion.

4:00 P.M. (Prevailing Eastern Time). That letter included a copy of the Document Request attached as Exhibit 1 to the proposed order filed with the Motion and requested that Sciens designate a representative and make such representative available for oral examination.

3. On June 22, 2015, following informal discussions with counsel to the Debtors and counsel to the Consortium, David M. Posner, Esq. (my co-counsel) learned that Sciens may be willing to provide certain of the discovery requested in the Motion on a schedule to be determined, and Mr. Posner subsequently advised me regarding the same.

4. To prevent unnecessary delay arising from disputes concerning, among other things, the Committee's entitlement to the information requested and claims of confidentiality, the Committee requests that the Motion be set for hearing and thereby ensure an expeditious resolution of any such disputes.

5. Prior to the hearing on the Motion, the Committee will engage in dialogue with Sciens, with the goal of consensually resolving the relief requested in the Motion and any legitimate objections that Sciens may have with respect thereto.

6. Accordingly, the Committee seeks the Court's authority to conduct an examination of Sciens under Bankruptcy Rule 2004 and Local Rule 2004-1 that includes the production of documents and examinations of witnesses as set forth in the Motion.

Dated: July 22, 2015

/s/ Domenic E. Pacitti