

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Jointly Administered Under
Bky. Case No. 08-46617

Polaroid Corporation, et al.,

Bky. Case No. 08-46617

Debtors.

(includes:

Polaroid Holding Company;
Polaroid Consumer Electronics, LLC;
Polaroid Capital, LLC;
Polaroid Latin America I Corporation;
Polaroid Asia Pacific LLC;
Polaroid International Holding LLC;
Polaroid New Bedford Real Estate, LLC;
Polaroid Norwood Real Estate, LLC;
Polaroid Waltham Real Estate, LLC)

Bky. Case Nos.:

08-46621 (GFK)
08-46620 (GFK)
08-46623 (GFK)
08-46624 (GFK)
08-46625 (GFK)
08-46626 (GFK)
08-46627 (GFK)
08-46628 (GFK)
08-46629 (GFK)

**APPLICATION OF DEBTORS FOR AN ORDER AUTHORIZING
EMPLOYMENT OF SPECIAL COUNSEL**

1. Polaroid Corporation, et al. (the “Debtors”) files this Application (the “Application”) for an Order Approving the Employment of James A. Rubenstein, Cass S. Weil and Moss & Barnett, A Professional Association (“Special Counsel”) as Special Counsel pursuant to 11 U.S.C. §§ 327 and 328, Bankruptcy Rules 2014(a) and 2016 and Local Rule 2014-1. The Application is accompanied by the Unsworn Declaration and Statement of Compensation of James A. Rubenstein in Support of Application Authorizing Employment of Special Counsel (the “Unsworn Declaration”), which is attached hereto as **Exhibit A**.

2. On December 18, 2008, the Debtors filed Voluntary Petitions under Chapter 11 of Title 11 of the United States Code (the “Petition Date”).

3. The Debtors continue to operate their businesses and manage their properties as Debtors-In-Possession pursuant to 11 U.S.C. §§ 1107(a) and 1108.

4. The Debtors desire to retain the services of Special Counsel to represent the Debtors in connection with any claims made or to be made by or against Michael L. O'Shaughnessy, O'Shaughnessy Holding Company, LLC and their affiliates ("MLO Parties"), and potentially in certain other matters described below.

5. Debtors' approved Chapter 11 counsel, Lindquist & Vennum, advises Debtors that it has a conflict of interest with respect to representation against the MLO Parties and thus, it is necessary for the Debtors to engage Special Counsel to review the issues and take such action on behalf of the Debtors as may be appropriate with respect to the MLO Parties. Debtors may also retain Moss & Barnett on other matters in which Lindquist & Vennum has a conflict of interest.

6. The Debtors believe that Special Counsel are well qualified and able to represent them as Special Counsel in connection with issues concerning the MLO Parties and other Lindquist & Vennum conflict issues.

7. To the best of Debtors' knowledge and based upon the Unsworn Declaration, Special Counsel do not hold or represent any interest adverse to the Debtors or their estates with respect to the matters of which they are to be employed.

8. To the best of Debtors' knowledge, Special Counsel do not have any connections with the Debtors, their creditors or any other party in interest including their respective attorneys and accountants, the United States Trustee or any other person employed in the office of the United States Trustee.

9. The compensation and terms of engagement of Special Counsel for professional services rendered to the Debtors are set forth in the Engagement Agreement annexed hereto as **Exhibit B**.

10. Debtors propose that Moss & Barnett be authorized to schedule a hearing on its application for allowance of fees and reimbursement of expenses not more than once every ninety (90) days in accordance with paragraph 8 of this Court's Instructions for Filing a Chapter 11 Case. Also in accordance with the Court's instructions, Debtors request that Moss & Barnett be allowed to submit regular monthly bills to the Debtors, with copies to the Committee of Unsecured Creditors and the Office of the United States Trustee, and that the Debtors be authorized to pay up to 80% of the fees and 100% of the costs on a monthly basis, subject to later court approval.

11. In accordance with Local Bankruptcy Rule 2014-1(a), a notice of this Application was served on those entities shown on the attached Certificate of Service.

WHEREFORE, the Debtors request the Court enter an order (i) approving the employment of Special Counsel, (ii) authorizing Moss & Barnett to schedule a hearing for allowance of its professional fees and expenses under 11 U.S.C. §§ 331 and 330 not more than once every 90 days from the date of the filing of the bankruptcy petition in this case; and (iii) permitting Moss & Barnett to obtain payment of attorneys' fees and costs under pay down provisions that provide for payment for up to 80% of billed attorney fees and 100% of incurred costs prior to obtaining Court approval.

Dated: March 27, 2009

Respectfully submitted,

POLAROID CORPORATION, ET AL.

By Mary L Jeffries
Mary Jeffries, its Chief Executive Officer

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**UNSWORN DECLARATION AND STATEMENT OF COMPENSATION
OF JAMES A. RUBENSTEIN IN SUPPORT OF APPLICATION
AUTHORIZING EMPLOYMENT OF SPECIAL COUNSEL**

James A. Rubenstein makes the following statement under penalty of perjury:

1. I am an attorney duly admitted to practice before this Court.
2. This Unsworn Declaration is in support of the Application of Polaroid

Corporation, et al. (the "Debtors") to employ James A. Rubenstein, Cass S. Weil and Moss & Barnett, A Professional Association as their Special Counsel. I believe that I am well qualified for reason of knowledge and experience and familiarity with the Bankruptcy Code in this Court to represent the Debtors in this case.

3. To the best of my knowledge, information and belief, Moss & Barnett does not represent any interest adverse to the Debtors or their estates with respect to the

matters on which it is to be engaged and that Moss & Barnett is a “disinterested person” within the meaning of 11 U.S.C. § 101(14).

4. Moss & Barnett serves as Chapter 11 counsel for Petters Aviation, LLC, a debtor in possession in this court, Bky. Case No. 08-45136 and for Elite Landings, LLC, a debtor-in-possession in this court, Bky. Case No. 08-45210. Moss & Barnett also represents Petters Aircraft Leasing, LLC (“PAL”) a wholly-owned subsidiary of Petters Aviation, LLC. As is reflected in the Engagement Agreement annexed to the Application as Exhibit B, Moss & Barnett, in its role as Special Counsel, will take no position adverse to Petters Aviation, LLC, Elite Landings, LLC or PAL (the “Petters Aviation Group”), nor will it represent these Debtors in connection with any matters regarding the Petters Aviation Group.

5. Moss & Barnett has also been retained to represent Douglas A. Kelley, as the Chapter 11 Trustee of Petters Company, Inc. and its affiliates, which are the subject of a jointly administered Chapter 11 bankruptcy case now pending in the United States Bankruptcy Court for the District of Minnesota, jointly administered under Bankruptcy Case No. 08-45257 (GFK), and Douglas A. Kelley, as Receiver appointed pursuant to one or more orders entered in the United States District Court for the District of Minnesota, Civil Case No. 08-SC-5348 (ADM/JSM) in matters adverse to the MLO Parties and on any other matters in which Lindquist & Vennum determines that it has a conflict of interest.

6. Moss & Barnett does not represent any of the third-party creditors listed on each of the Debtors’ List of Creditors Holding 20 Largest Unsecured Claims, or on each of their Schedule D - Creditors Holding Secured Claims.

7. To the best of my knowledge, information and belief and other than is set forth herein, Moss & Barnett does not hold or represent an interest adverse to the Debtors or the Debtors' estates with respect to the matters of which it is to be employed.

8. No understanding or agreement exists between Moss & Barnett and any other person, other than members of the Moss & Barnett law firm, for the sharing of compensation received or to be received for services rendered in this case, and no division of compensation prohibited by 11 U.S.C. § 504 will be made by Moss & Barnett.

9. I have reviewed this Unsworn Declaration and declare under penalty of perjury that the foregoing Unsworn Declaration is true and correct to the best of my knowledge, information and belief.

MOSS & BARNETT
A Professional Association

Dated: March 30, 2009

By /e/ James A. Rubenstein
James A. Rubenstein, #94080
4800 Wells Fargo Center
90 South Seventh Street
Minneapolis, MN 55402-4129
Telephone: (612) 877-5363
E-mail: Rubenstein@moss-barnett.com

March 17, 2009

Mary Jeffries, CEO
Polaroid Holding Co.
4400 Baker Road
Minnetonka, MN 55343

Re: Engagement Agreement of Moss & Barnett as Attorneys for Polaroid Corporation., et al,
Bankruptcy Cases No. 08-46617, 08-46621, 08-46620, 08-46623 -'29, jointly administered
(the "Polaroid Bankruptcies").

Dear Ms. Jeffries:

We are pleased that you have asked to retain us to represent one or more of the debtors-in-possession in the above entitled bankruptcy cases ("the debtors-in-possession") in the matter described below. We understand that you may also request our services in other matters in the future, in the event that the law firm of Lindquist & Vennum has a conflict of interest and cannot represent the debtors-in-possession in the Polaroid Bankruptcies.

In that regard, we note that each new matter will require a separate, written engagement agreement signed by all parties and will be subject to our determination that we do not have any conflicts of interest on the new matter, and that we find the proposed new matter to be otherwise acceptable.

Our only engagement at this time is to represent the debtors-in-possession in connection with any claims made or to be made by or against Michael L. O'Shaughnessy, O'Shaughnessy Holding Company, LLC and their affiliates ("MLO Parties"). As we understand it, these matters involve Polaroid Corporation and its related subsidiaries who are the debtors-in possession in the above entitled Chapter 11 bankruptcy cases.

You will receive an invoice from Moss & Barnett on a periodic basis, usually monthly, which summarizes the services rendered and the costs and expenses incurred on your behalf. You will be billed on an hourly basis. We generally use a "team approach" with one lead attorney, paralegals, staff and other attorneys within the firm as part of our representation of you. Billed time includes all time spent on your behalf, including meetings, telephone calls, drafting and reviewing of documents, memoranda, correspondence and other communications, negotiations, legal research, interoffice conferences, and travel to and from locations away from the office. The debtors-in-possession are responsible to pay directly or reimburse Moss & Barnett for costs and expenses that we incur on their behalf in our representation, such as photocopying, delivery and messenger services, filing fees, computerized research and specialized database usage, out-of-town travel, food and lodging.

Since it is difficult to accurately estimate how many hours may be expended by us on this matter, any estimate we may give you as to the prospective fees should be viewed only as our non-binding estimate, based upon the description of the matter we have been given.

EXHIBIT B

Douglas A. Kelley, Esq.
March 17, 2009
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There may be an order or agreement by a third party to pay or reimburse the debtors-in-possession for our fees, but they will remain directly obligated to us for the payment of the total fees and costs.

This Agreement may be terminated for any reason by either the debtors-in-possession or Moss & Barnett upon notice to the other. Upon any termination of this Agreement, the debtors-in-possession agree to pay to Moss & Barnett in full for any expenses incurred and services performed by its attorneys and/or employees up to such time.

By this notice, we are informing you of our Firm's File Retention/Destruction Policy. Although we are not required to do so, it is our policy to retain files for ten (10) full calendar years after a file has been closed. Files will thereafter be destroyed unless you specifically direct us otherwise. If you wish all or a part of your file returned to you, please notify us as soon as possible. All reasonable steps will be taken to reserve confidential communications and secrets from disclosure to third parties. If you have any questions, please let us know.

Our compensation will be subject to approval by the bankruptcy court in the Polaroid Bankruptcies. Absent instructions from you, we will use our judgment in determining which entities to bill for our various services. You agree to move promptly for approval of our fees and expenses and to cause them to be paid promptly once approved from the assets of the debtors-in-possession. In addition, you agree that Moss & Barnett may receive payment according to the standard procedures of the bankruptcy court, as allowed by the bankruptcy court. This procedure allows Moss & Barnett to receive 80% of its fees and 100% of its expenses billed on a monthly basis subject to periodic interim approval of fees after notice and hearing every 90 days.

Limitations on Representation and Waiver of Current and Future Conflicts of Interest.

- A. We are entering into a separate engagement with Douglas Kelley, in his capacity as Receiver appointed pursuant to one or more orders entered in the United States District Court for the District of Minnesota, Civil Case No. 08-SC-5348 (ADM/JSM) (the "Receivership"), and (b) Chapter 11 Trustee of Petters Company, Inc., et al., and those cases jointly administered under Case No. 08-45257, as shown on Exhibit A annexed hereto (the "PCI Chapter 11") to represent him with respect to similar claims by or against the MLO Parties (the "Receivership Clients"). You agree that we will not be asked to represent the debtors-in-possession either in the PCI Chapter 11 or the Receivership, or take any position adverse to the Receivership Clients. The debtors-in-possession consent to M&B representing the Receivership Clients should the debtors-in-possession make any claims against them. In addition, if in the judgment of Moss & Barnett and the Receivership Clients, any claims should be made against any of the other debtors-in-possession, including those we may be representing under the terms of this engagement letter, the debtors-in-possession hereby consent in advance to our being adverse to them and related entities for the purpose of pursuing any such claims. The debtors-in-possession agree to waive any claim that our representation of the Receivership Clients creates a conflict of interest for Moss & Barnett in proceeding with the MLO Parties' Actions.
- B. Our firm has been retained and approved as counsel to Petters Aviation, LLC and Elite Landings, LLC, debtors in possession under Chapter 11 bankruptcy cases pending in Minnesota, and their subsidiaries other than MN Airline Holdings, Inc. and its subsidiary, MN Airlines, LLC, d/b/a Sun Country Airlines ("M&B's Petters Clients"). You agree that we will not be asked to represent the debtors-in-possession in the bankruptcy cases of, nor take any position adverse to, M&B's Petters Clients. The debtors-in-possession consent to M&B representing M&B's Petters Clients should the

debtors-in-possession make any claims against them. In addition, if in the judgment of Moss & Barnett and M&B's Petters Clients any claims should be made against any of the other Petters parties, including those we may be representing under the terms of this engagement letter, the debtors-in-possession hereby consent in advance to our being adverse to them and related entities for the purpose of pursuing any such claims. The debtors-in-possession agree to waive any claim that our representation of the M&B Petters Clients creates a conflict of interest for Moss & Barnett in proceeding with the MLO Parties' Actions.

- C. Moss & Barnett represents many public accounting firms, some of which have performed services for some or all of the following named Petters affiliates: PC Funding, LLC, Thousand Lakes, LLC, PAC Funding, LLC and Petters Capital, LLC. The debtors-in-possession agree to waive any claim that our representation of the M&B Petters Clients creates a conflict of interest for Moss & Barnett in proceeding with the MLO Parties' Actions. The debtors-in-possession also consent, in the event of any conflict between our position as counsel for them involving the Petters entities named herein and/or in Exhibit A and our accounting clients, to allow Moss & Barnett to withdraw from representing the debtors-in-possession in those matters without prejudice to our continuing to represent the public accounting firms, even if adverse to the debtors-in-possession.
- D. Moss & Barnett represents many public accounting firms, some of which have performed services for creditors of various Petters companies and affiliates, or individual and entity investors in, directly or indirectly, various Petters companies and affiliates, including but not limited to those named above, and also including for example hedge funds and other so-called "feeder funds." For further example, and without limitation, we are currently representing on the public record the following public accounting firms: McGladrey & Pullen, LLP (in federal and state court including, "Ellerbrock Family Trust v. McGladrey & Pullen, LLP" (D. Minn. File No. 08-cv-05370)), and Eide Bailly LLP (subpoena response in "In Re Lancelot Investors Fund, L.P., et al." (Bankr. N. D. Ill File No. 08-28225)). The debtors-in-possession agree to waive any claim that our representation of the M&B Petters Clients creates a conflict of interest for Moss & Barnett in proceeding with the MLO Parties' Actions. The debtors-in-possession also consent, in the event of any conflict between our position as counsel for them involving the Petters entities named herein and/or in Exhibit A above and our public accounting clients, to allow Moss & Barnett to withdraw from representing the debtors-in-possession in any matters without prejudice to our representation of the public accounting firms, even if adverse to the debtors-in-possession.
- E. Moss & Barnett represents many public accounting firms, some of which have performed services for other individuals or entities who are alleged to have been involved or affiliated with Thomas Petters and/or any or all of the Petters entities, affiliates and any related parties, including Frank Vennes, Metro Gem, LLC and Fidells Foundation and their affiliates and related parties. The debtors-in-possession agree to waive any claim that our representation of the M&B Petters Clients creates a conflict of interest for Moss & Barnett in proceeding with the MLO Parties' Actions. The debtors-in-possession consent, in the event of any conflict between our position as counsel for them involving the Petters entities named herein and/or in Exhibit A above and our public accounting firm clients, to allow Moss & Barnett to withdraw from representing the debtors-in-possession in any matters without prejudice to our representation of the public accounting firms, even if adverse to the debtors-in-possession.
- F. Moss & Barnett previously represented individuals, entities and trusts who loaned money to, or invested in, directly or indirectly, one or more Petters companies and/or affiliates. The debtors-

Douglas A. Kelley, Esq.
March 17, 2009
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in-possession agree that this is not a conflict of interest involving our representation of them, and acknowledge that we have the right to withdraw from representing the debtors-in-possession in any matters in the event that we become a witness by virtue of that representation or later determine that such prior representation creates a conflict of interest with regard to our continuing representation of the debtors-in-possession in any matter.

- G. We represent several financial institutions that held deposit accounts in the names of various Petters entities, affiliates and related parties. We also represent several financial institutions that have or had secured or unsecured loans outstanding to various Petters entities, affiliates and related parties. The debtors-in-possession agree that our representation of these financial institutions is not a conflict of interest involving our representation of them, and acknowledge that we have the right to withdraw from representing the debtors-in-possession in any matters in the event that we become a witness by virtue of our representation of these financial institutions or later determine that such representation creates a conflict of interest with regard to our continuing representation of the debtors-in-possession in any matter.

To the extent that the debtors-in-possession ask us to undertake other projects beyond representing them in the MLO Parties' Actions, our ability to do so is subject to clearing all conflicts of interest on our part and the execution of a new engagement agreement, and that we reserve the right to decline any such, new and different representation for any reason or no reason.

This agreement is also conditioned on obtaining bankruptcy court approval and approval from the district court in each case in which Moss & Barnett is sought to be retained (as well as approval from the bankruptcy court in Petters Aviation, LLC and Elite Landings, LLC).

We ask that you, on behalf of the debtors-in-possession, sign and return a copy of this letter agreement to us so that we may begin the approval process and providing services in the MLO Parties' Actions.

Very truly yours,

Cass S. Weil
Attorney At Law
(612) 877-5327
weilc@moss-barnett.com

CSW/bms

I have reviewed and understand the terms of the above Engagement Agreement relating to the engagement of Moss & Barnett, and I accept all terms of the Engagement Agreement.

Dated: _____

Polaroid Corporation, et al

By 
Mary Jeffries
Its Chief Executive Officer

1348670v6

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

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CERTIFICATE OF SERVICE

Maureen A. Montpetit, employed by Moss & Barnett, with office address of 4800 Wells Fargo Center, 90 South 7th Street, Minneapolis, Minnesota 55402, declares under penalty of perjury that on March 30, 2009, I caused the following documents:

1. Application of Debtors for an Order Authorizing Employment of Special Counsel;
2. Unsworn Declaration and Statement of Compensation of James A. Rubenstein in Support of Application Authorizing Employment of Special Counsel;
3. [proposed] Order Authorizing the Employment of Moss & Barnett, A Professional Association as Special Counsel for the Debtors; and
4. Certificate of Service,

to be filed electronically with the Clerk of Bankruptcy Court through ECF, and that the entities listed on the attached Service List have been served with a copy of said documents through notification by ECF, or if the recipient is not an ECF recipient, then by first class mail.

Executed: March 30, 2009

Signed: /e/ Maureen A. Montpetit
Maureen A. Montpetit

SERVICE LIST
March 30, 2009
In re: Polaroid Corporation
Bky. Case No. 08-46617

<p>George H. Singer, Esq. James A. Lodoen, Esq. Sandra S. Smalley-Fleming, Esq. Lindquist & Vennum 4200 IDS Center 80 South Eighth Street Minneapolis, MN 55402 gsinger@lindquist.com jlodoen@lindquist.com ssmalley@lindquist.com <i>Attorneys for Debtors</i></p>	<p>Michael E. Ridgway, Esq. U.S. Trustee Office 1015 U.S. Courthouse 300 South Fourth Street Minneapolis, MN 55415 Ridgway@usdoq.gov <i>Attorney for U.S. Trustee</i></p>
<p>Andrew W. Davis, Esq. Douglas R. Peterson, Esq. James C. Brand, Esq. Leonard, Street & Deinard 150 South Fifth Street, Suite 2300 Minneapolis, MN 55402 Andrew.davis@leonard.com Douglas.peterson@leonard.com James.brand@leonard.com <i>Attorneys for David Baer</i></p>	<p>Michael F. Doty, Esq. Theresa H. Dykoschak, Esq. Faegre & Benson LLP 2200 Wells Fargo Center 90 South Seventh Street Minneapolis, MN 55402 mdoty@faegre.com tdykoschak@faegre.com <i>Attorneys for the Official Committee of Unsecured Creditors of Polaroid Corporation, et al.</i></p>
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<p>Michael D. Gordon, Esq. Briggs and Morgan, P.A. 2200 IDS Center 80 South 8th Street Minneapolis, MN 55402 mgordon@briggs.com Attorneys for Welsh Baker Road, LLC</p>	<p>Jennifer V. Doran, Esq. Hinckley, Allen & Snyder LLP 28 State Street Boston, MA 02109 jdoran@haslaw.com Attorneys for Normandy Concord Acquisition, LLC</p>
<p>William E. Winfield, Esq. Nordman Cormany Hair and Compton LLP 1000 Town Center Drive, Sixth Floor P. O. Box 9100 Oxnard, CA 93031 wwinfield@nchc.com Attorneys for Data Exchange Corporation</p>	<p>David Tabibian, Esq. Pillsbury Winthrop Shaw Pittman LLP 725 South Figueroa Street, Suite 2800 Los Angeles, CA 90017-5443 David.tabibian@pillsburylaw.com Attorneys for OS Electronics Company, Ltd.</p>

<p>Justin D. Leonard, Esq. Ball Janik LLP 101 SW Main Street, Suite 1100 Portland, OR 97204 jleonard@balljanik.com <i>Attorneys for Merchandising Technologies, Inc.</i></p>	<p>Richard C. Salmen, Esq. Felhaber Larson Fenlon & Vogt P.A. 220 South Sixth Street Suite 2200 Minneapolis, MN 55402-4629 rsalmen@felhaber.com <i>Attorneys for Thomas J. Petters</i></p>
<p>Rachel C. Strickland, Esq. Willkie Farr & Gallagher LLP 787 Seventh Avenue New York, NY 10019 rstrickland@willkie.com <i>Attorneys for PHC Acquisitions, LLC</i></p>	<p>John P. Dillman, Esq. Linebarger Goggan Blair & Sampson P. O. Box 3064 Houston, TX 77253-3064 Houston_bankruptcy@publicans.com <i>Attorneys for Harris County</i></p>
<p>Robert J. Brown, Esq. Wyatt, Tarrant & Combs, LLP 250 West Main Street, Suite 1600 Lexington, KY 40507-1746 lexbankruptcy@wyattfirm.com <i>Attorneys for ACCENT Marketing Services, LLC</i></p>	<p>Larry B. Ricke, Esq. Spence, Ricke, Sweeney & Gernes, P.A. Degree of Honor Building, Suite 600 325 Cedar Street Saint Paul, MN 55101 rickel@srsq.net <i>Attorneys for Aaron Chang International, LLC and Michael L. O'Shaughnessy</i></p>
<p>Kelly Singer, Esq. Squire, Sanders & Dempsey L.L.P. Two Renaissance Square, Suite 2700 40 North Central Avenue Phoenix, AZ 85004 ksinger@ssd.com <i>Attorneys for ArcSoft, Inc.</i></p>	<p>Thomas J. Lallier, Esq. Foley & Mansfield, P.L.L.P. 250 Marquette Avenue, Suite 1200 Minneapolis, MN 55401 tlallier@foleymansfield.com <i>Attorneys for ArcSoft, Inc.</i></p>
<p>Dianne Coffino, Esq. Covington & Burling LLP The New York Times Building 620 Eighth Avenue New York, NY 10018 dcoffino@cov.com <i>Attorneys for Alps Electric Co., Ltd.</i></p>	<p>Mackenzie L. Shea, Esq. Charles A. Dale III, Esq. K&L Gates LLP State Street Financial Center One Lincoln Street Boston, MA 02111 Mackenzie.shea@klgates.com Chad.dale@klgates.com <i>Attorneys for Peter C. Mitchell, Joint Provisional Liquidator of Stewardship Credit Arbitrage Fund, Ltd.</i></p>

<p>Frank F. McGinn, Esq. Bartlett Hackett Feinberg P. C. 155 Federal Street, 9th Floor Boston, MA 02110 ffm@bostonbusinesslaw.com <i>Attorneys for Iron Mountain Information Management, Inc.</i></p>	<p>Robert S. Prince, Esq. Kirton & McConkie 60 East South Temple, Suite 1800 Salt Lake City, UT 84111-1004 rprince@kmclaw.com <i>Attorneys for Summit Technology Group, L.L.C.</i></p>
<p>Davidf K. Ludman, Esq. Brown & Connery, LLP 6 North Broad Street, Suite 100 Woodbury, NJ 08096 dludman@brownconnery.com <i>Attorneys for SAP America, Inc.</i></p>	<p>Michael J. Iannacone, Esq. Iannacone Law Office 8687 Eagle Point Boulevard Lake Elmo, MN 55042 mji@iannacone.com <i>Attorneys for Oracle</i></p>
<p>Rebecca G. Sluss, Esq. Oppenheimer Wolff & Donnelly, LLP 3300 Plaza VII 45 South Seventh Street Minneapolis, MN 55402 rsluss@oppenheimer.com <i>Attorneys for Nikon Corporation</i></p>	<p>J. Jackson, Esq. Dorsey & Whitney 50 South Sixth Street Suite 1500 Minneapolis, MN 55402-1498 Jackson.j@dorsey.com <i>Attorneys for Interlachen Harriet Investments Limited</i></p>
<p>IKON Financial Services Attention: Christine R. Etheridge Bankruptcy Administration 1738 Bass Road P. O. Box 13708 Macon, GA 31208-3708</p>	<p>IKON Office Solutions Attention: Katrina Rumph Recovery & Bankruptcy Group 3920 Arkwright Road Suite 400 Macon, GA 31210</p>
<p>ZINK Imaging, Inc. Attention: Wendy Caswell 16 Crosby Drive Bedford, MA 01730 Wendy.Caswell@zink.com</p>	<p>Tennessee Department of Revenue c/o TN Attorney General's Office Bankruptcy Division P. O. Box 20207 Nashville, TN 37202-0207</p>
<p>tw telecom inc. Attention: Linda Boyle 10475 Park Meadows Drive, #400 Littleton, CO 80124</p>	

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

Jointly Administered Under
Bky. Case No. 08-46617

Polaroid Corporation, et al.,

Bky. Case No. 08-46617

Debtors.

(includes:

Polaroid Holding Company;
Polaroid Consumer Electronics, LLC;
Polaroid Capital, LLC;
Polaroid Latin America I Corporation;
Polaroid Asia Pacific LLC;
Polaroid International Holding LLC;
Polaroid New Bedford Real Estate, LLC;
Polaroid Norwood Real Estate, LLC;
Polaroid Waltham Real Estate, LLC)

Bky. Case Nos.:

08-46621 (GFK)
08-46620 (GFK)
08-46623 (GFK)
08-46624 (GFK)
08-46625 (GFK)
08-46626 (GFK)
08-46627 (GFK)
08-46628 (GFK)
08-46629 (GFK)

**ORDER AUTHORIZING THE EMPLOYMENT OF MOSS & BARNETT, A
PROFESSIONAL ASSOCIATION AS SPECIAL COUNSEL FOR THE DEBTORS**

Upon the Application by the above-captioned Debtors to employ the law firm of Moss & Barnett, A Professional Association in these Chapter 11 cases, it appears that it is necessary for the Debtors to employ Chapter 11 special counsel, it appears that the attorney selected by the Debtors do not hold or represent an interest adverse to the estates and that they are disinterested within the meaning of 11 U.S.C. § 327(a).

IT IS HEREBY ORDERED:

1. The Debtors may employ Moss & Barnett, A Professional Association upon the basis set forth in the Application, *nunc pro tunc* to March 27, 2010, subject to the provisions of 11 U.S.C. §§ 328 and 330, and subject to further orders of the Court;
2. Moss & Barnett, A Professional Association is authorized to schedule a hearing for allowance of its professional fees and expenses under 11 U.S.C. §§ 330 and

331 not more than once every ninety (90) days; and

3. Moss & Barnett, A Professional Association may submit monthly requests for payment to the Debtors, with copies to the Committee of Unsecured Creditors or its counsel and to the Office of the United States Trustee, and the Debtors are authorized to pay 80% of such fees and 100% of costs on a monthly basis, subject to later allowance by the court as set out above.

BY THE COURT:

Dated: _____

Gregory F. Kishel
United States Bankruptcy Court Judge