

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA**

In re:

TOMSTEN, INC.
dba ARCHIVER'S,

Case No. 13-42153
Chapter 11

Debtor.

**DEBTOR'S MODIFIED PLAN OF LIQUIDATION
FEBRUARY 25, 2014**

Tomsten, Inc. dba Archiver's ("Debtor"), proposes the following Plan of Liquidation.

**ARTICLE 1.
DEFINITIONS**

1.1 The capitalized terms used in this Plan of Liquidation are defined as follows:

(a) "Administrative Claim" means a claim for the cost or expense of administration allowed under Sections 503(b) and charges assessed against the estate under 28 U.S.C. §1930.

(b) "Allowed" means, with respect to a Claim or Equity Interest, any Claim or Equity Interest, proof of which was timely and properly filed or, if no proof of Claim or proof of interest was filed, which has been or hereafter is listed by the Debtor on the Schedules as liquidated in amount and not disputed or contingent and, in either case, as to which no objection to allowance has been interposed, or as to which any objection has been determined by a Final Order to the extent such objection is determined in favor of the respective holder. Unless otherwise specified in this Plan or by order of the Bankruptcy Court, "Allowed Claim" shall not, for purposes of computation of distributions under this Plan, include interest on a Claim from and after the Petition Date. Further, "Allowed Claim" shall not include any portion of a Claim that is a Disputed Claim.

(c) "Available Cash" means all cash of the Estate to be distributed to the holders of Allowed Claims against the Estate on the Distribution Date.

(d) "Avoidance Actions" means all causes of action granted pursuant to Sections 502, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

(e) "Bankruptcy Code" means Title 11 of the United States Code.

(f) "Bankruptcy Court" means the United States Bankruptcy Court for the District of Minnesota, or the court so authorized with respect to any such proceeding.

(g) "Claim" means any right to payment from the Debtor, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, known or unknown; or any right to an equitable remedy for breach of performance if such breach gives rise to a right of payment from the Debtor, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, known or unknown.

(h) "Class" means any group of substantially similar Claims or Equity Interests classified by this Plan pursuant to Section 1123(a)(1) of the Bankruptcy Code

(i) "Committee" means the statutory committee of unsecured creditors appointed by the Office of the United States Trustee in this Chapter 11 case pursuant to Section 1102 of the Bankruptcy Code, as the constituency of such Committee may be altered from time to time.

(j) "Confirmation Order" means the order entered by the Bankruptcy Court confirming this Plan.

(k) "Disputed" means, with respect to a Claim, (a) any such Claim proof of which was timely and properly filed and (i) which has been or hereafter is listed on each of the schedules as unliquidated, disputed, or contingent, and which has not been resolved by written agreement of the parties or an order of the Bankruptcy Court, or (ii) as to which the Debtor or any other party in interest has interposed a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules, which objection or request for estimation has not been withdrawn or determined by a Final Order, and (b) any Claim as to which a proof of Claim was required to be filed by order of the Bankruptcy Court but as to which a proof of Claim was filed untimely or improperly. Prior to (x) the time that an objection has been filed and (y) the expiration of the time within which to object to such Claim set forth herein or a date otherwise established by order of the Bankruptcy Court, for purposes of this Plan, (A) a Claim shall be considered a Disputed Claim if the amount of the Claim specified in the proof of Claim exceeds the amount of the Claim scheduled by the Debtor as other than disputed, contingent or unliquidated or (B) in the event that a Claim is not listed on the schedules, then the entire amount of such Claim shall be considered a Disputed Claim. Because it is not anticipated that the holders of Allowed Equity Interests will receive any distributions on account of such Equity Interests, it is unnecessary to characterize any Equity Interest, or any portion thereof, as Disputed.

(l) "Distribution Date" means the date on which distribution of Available Cash is made pursuant to Article 5 of this Plan. The Distribution Date shall be a date, as determined by the Liquidating Agent, which is after (i) the Effective Date, (ii) the liquidation into cash of all assets of the Debtor (other than those assets abandoned by the Liquidating Agent) and collection of other sums due or otherwise remitted or returned to

the Estate, (iii) the date that all Disputed Claims have become Allowed Claims or have been disallowed by Final Order of the Bankruptcy Court, (iv) the resolution of all Avoidance Actions, and (v) entry of a Final Order allowing or disallowing all timely asserted Claims of Professionals and Administrative Claims.

(m) "Effective Date" means the date upon which the Confirmation Order becomes a Final Order.

(n) "Employee Benefits" means the Debtor's (i) ERISA qualified retirement plan under Section 401(k) of the Internal Revenue Code, (ii) health and dental insurance plans, and (iii) short and long-term disability, AD&D and life insurance plans; as such plans were in effect after the Petition Date.

(o) "Equity Interest" means the interest of any holder of equity securities of the Debtor prior to the Effective Date represented by the issued and outstanding shares of common stock, including any existing options, warrants or rights, contractual or otherwise, to acquire such equity securities.

(p) "Estate" means the Debtor's estate created pursuant to Section 541 of the Bankruptcy Code upon the commencement of the Chapter 11 case.

(q) "Exhibit Filing Date" means the date on which Exhibits to the Plan shall be filed with the Bankruptcy Court, which date shall be no fewer than ten (10) days prior to the deadline to vote on the Plan, unless a later date is approved by the Bankruptcy Court.

(r) "Final Order" means an order or judgment, the operation or effect of which has not been stayed, reversed or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) the time to appeal or seek review or rehearing or move for a new trial has expired, and as to which no appeal or petition for review, reargument, rehearing or proceeding for a new trial was timely filed or, if timely filed, remains pending.

(s) "Liquidating Agent" means CBIZ MHM, LLC, acting by and through Charles M. Berk.

(t) "Petition Date" means April 29, 2013.

(u) "Professionals" means those persons (a) employed pursuant to an order of the Bankruptcy Court in accordance with Sections 327 and 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (b) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

(v) "Pro-rata" means the proportion that an allowed Claim in a particular Class or Classes (as the case may be) bears to the aggregate amount of all Claims

(including disputed Claims until allowed or disallowed) in such initial Class or Classes (as the case may be).

ARTICLE 2.
UNCLASSIFIED ADMINISTRATIVE AND PRIORITY CLAIMS

2.1 Each holder of an Administrative Claim will receive payment equal to the unpaid portion of such allowed Administrative Claim on the later to occur of:

- (a) the Effective Date or as soon as practical thereafter; or
- (b) fifteen (15) calendar days after such Administrative Claim becomes an allowed Claim; or
- (c) such date as may be mutually determined by the Liquidating Agent and the Claimant;

provided, however, that allowed Administrative Claims representing obligations in the ordinary course of business of the Debtor as debtor-in-possession shall be paid in full and performed by the Debtor in accordance with the terms and conditions of the particular transactions and any applicable agreements.

Except for Administrative Claims incurred in the ordinary course of the Debtor's business and unpaid rent or other charges due under the terms of the Debtor's corporate office sub-lease with Welch Companies, LLC, no Administrative Claim shall become an allowed Administrative Claim unless request for payment has been filed with the Court **within thirty (30) calendar days following the Effective Date**. Claims incurred by the Debtor in the ordinary course of business after the Petition Date will continue to be paid in the ordinary course of business by the Debtor when due. Any objection to an Administrative Claim must be filed within ninety (90) calendar days following the Effective Date.

ANY HOLDERS OF ADMINISTRATIVE CLAIMS WHO ARE REQUIRED TO FILE A REQUEST FOR PAYMENT OF SUCH CLAIM AND WHO DO NOT FILE SUCH REQUEST FOR PAYMENT WITHIN THE TIME FRAMES SET FORTH IN THE PRECEDING PARAGRAPH, UNLESS EXTENDED BY ORDER OF THE COURT, SHALL BE FOREVER BARRED FROM ASSERTING SUCH CLAIM AGAINST THE DEBTOR OR THE ESTATE, AND FROM RECEIVING ANY DISTRIBUTION UNDER THE PLAN ON ACCOUNT OF SUCH CLAIM. NOTHING HEREIN SHALL AUTHORIZE OR EXCUSE THE UNTIMELY FILING OF ANY CLAIM WHICH WAS REQUIRED TO BE FILED IN THIS CASE PURSUANT TO ANY BAR DATE ORDER.

2.2 Fees payable by the Debtor under 28 U.S.C. § 1930 shall be paid in full on the Effective Date and thereafter as and when due until the Chapter 11 case is closed, dismissed or converted. After Confirmation, the Liquidating Agent will submit quarterly operating reports to the United States Trustee each quarter (or portion thereof) until the Chapter 11 case is closed, dismissed or converted. Such report shall be in the format prescribed by the United States Trustee.

2.3 Allowed claims entitled to priority under 11 U.S.C. §507(a)(2) and (3) shall receive on the Effective Date a cash payment equal to the allowed amount of such claim.

2.4 Allowed claims entitled to priority under 11 U.S.C. §507(a)(8) (the “Priority Tax Claims”) shall receive a cash payment in the full amount of such claims on the Effective Date.

At the date of this Plan, estimated unclassified claims and Administrative Claims as of April 30, 2014 total approximately \$793,000.

ARTICLE 3. CLASSIFICATION AND TREATMENT OF CLAIMS

Classification of claims against the Debtor and treatment under this Plan are as follows. All classes are impaired under the Plan except Class 3.1.

3.1 Class 3.1 – Classified Priority Claims

(a) **Classification.** Class 3.1 consists of the allowed priority claims against Debtor under §507(a)(1), (4)-(7) and (9) of the Bankruptcy Code. These claims together are estimated to total \$36,247.

(b) **Treatment.** Class 3.1 claims shall receive a cash payment on the Effective Date equal to the allowed amount of such claim. Class 3.1 is not impaired.

3.2 Class 3.2 – Capital Equipment Leases.

(a) **Classification.** The Class 3.2 claims consists of the secured claims of Lenova Financial Services, Susquehanna Commercial Finance and TCF Equipment Finance, Inc. based on contracts to lease routers, scanners, printers and related equipment to the Debtor.

(b) **Treatment.** Each secured claim in Class 3.2 will be satisfied in full by the claimant retaking possession of the equipment leased from that claimant at the end of the liquidation process. Such claimant may assert an unsecured non priority claim for any deficiency resulting from such treatment provided that the claimant files a proof of claim with thirty (30) days after the date the equipment is tendered to the claimant. Class 3.2 is not impaired.

3.3 Class 3.3 – [Left intentionally blank].

3.4 Class 3.4 - Unsecured Nonpriority Claims.

(a) **Classification.** Class 3.4 consists of all allowed unsecured nonpriority claims against the Debtor. These claims are estimated to total approximately \$9,900,000, including estimated lease rejection damage claims.

(b) **Treatment.** Upon payment of all holders of Administrative Claims, other unclassified Claims, allowed claims in Classes 3.1 and 3.2 and expenses of the Debtor

and the Liquidating Agent relating to consummation of the Plan, holders of allowed Class 3.4 claims will receive a Pro-rata Payment of the Debtor's remaining assets up to the full amount of those claims. Class 3.4 is impaired.

3.5 Class 3.5 - Interests in Debtor.

(a) **Classification.** Class 3.5 consists of the allowed equity interests in the Debtor.

(b) **Treatment.** Class 3.5 interests shall receive Pro-rata Payment of all of the Debtor's remaining assets after the payment in full of all allowed Administrative Claims, unclassified claims, Classes 3.1, 3.2, and 3.4 allowed claims, and Debtor's and the Liquidating Agent's expenses relating to consummation of the Plan, if any. Debtor does not anticipate any distribution to equity interest holders. The common stock certificates and other instruments evidencing equity interests in the Debtor shall be deemed canceled without further act or action under any applicable agreement, law, regulation, order or rule, and the equity interest in the Debtor evidenced thereby shall be extinguished after (i) the Debtor determines following the Effective Date that there are not sufficient funds available to holders of allowed equity interests or (ii) in the event that sufficient funds become available to make a distribution to holders of allowed equity interests, as soon as possible following distributions to holders of allowed equity interests. Class 3.5 is not impaired.

**ARTICLE 4.
ACCEPTANCE OR REJECTION OF THE PLAN**

4.1 Voting of Claims. Each holder of an Allowed Claim in an impaired Class of Claims (Class 3.4) shall be entitled to vote to accept or reject this Plan by following the procedures set forth herein and in the Disclosure Statement. For purposes of calculating the number of Allowed Claims in a Class of Claims that have voted to accept or reject this Plan under Section 1126(c) of the Bankruptcy Code, all Allowed Claims in such Class held by one entity or any affiliate thereof (as defined in the Securities Act of 1933 and the rules and regulations promulgated thereunder) shall be aggregated and treated as one Allowed Claim in such Class.

4.2 Blank Ballots. Any Ballot that is executed by the holder of a Claim or Equity Interest but that does not indicate an acceptance or rejection of the Plan shall be deemed to be an acceptance of the Plan.

4.3 Acceptance by a Class of Creditors. Consistent with Section 1126(c) of the Bankruptcy Code and except as provided for in Section 1126(e) of the Bankruptcy Code, a Class of creditors shall have accepted this Plan if it is accepted by at least two-thirds in dollar amount and more than one-half in number of the holders of Allowed Claims of such Class that have timely and properly voted to accept or reject this Plan.

4.4 Cramdown. The Debtor shall utilize the provisions of Section 1129(b) of the Bankruptcy Code to satisfy the requirements for confirmation of this Plan over the rejection, if any, of any Class entitled to vote to accept or reject this Plan.

ARTICLE 5.
PROVISIONS GOVERNING DISTRIBUTIONS

5.1 Distribution Date. On the Distribution Date, the Liquidating Agent shall distribute all Available Cash to holders of Allowed Claims other than holders of Administrative Claims. Administrative Claims shall be paid on the Effective Date or as they are incurred and submitted for payment following the Confirmation Date. Distributions to all other holders of Allowed Claims shall be allocated first to the principal portion of any such Allowed Claim, and only after the principal portion of any such Allowed Claim is satisfied in full, to any portion of such Allowed Claim comprising interest (but solely to the extent that interest is an allowable portion of such Allowed Claim). All payments shall be made in accordance with the priorities established by the Bankruptcy Code. The Debtor expressly intends that, except for the payment of Administrative Claims, only one distribution will occur under the Plan, eliminating the administrative expenses necessarily incurred to create and administer a reserve to fund possible distributions on Disputed Claims if ultimately Allowed, whether in full or otherwise.

5.2 Delivery of Distributions and Undeliverable Distributions. Distributions to holders of Allowed Claims and Equity Interests shall be made at the address of each such holder as set forth on the Schedules filed with the Bankruptcy Court unless superseded by the address as set forth on the proofs of Claim and Equity Interests filed by such holders or other writing notifying the Debtor or the Liquidating Agent of a change of address. All claims for undeliverable distributions shall be made on or before ninety (90) days after the Distribution Date. After such date, all unclaimed property shall, in the Liquidating Agent's discretion, be used to satisfy the costs of administering and fully consummating this Plan, as needed, or donated to a charity of Liquidating Agent's choice, and the holder of any such Allowed Claim shall not be entitled to any other or further distribution under this Plan on account of such Allowed Claim.

5.3 Time Bar to Cash Payments. Checks issued by the Liquidating Agent with respect to Allowed Claims shall be null and void if not negotiated within sixty (60) days after the Distribution Date. Requests for reissuance of any check shall be made to the Liquidating Agent by the holder of the Allowed Claim to whom such check was originally issued within sixty (60) days after the Distribution Date. If a check has not been negotiated within sixty (60) days from issuance and no request for reissuance was received by the Liquidating Agent prior to the expiration of the sixty (60) days, the Claim that is the subject of the distribution shall be discharged and forever barred against the Debtor, its Estate, and creditors, and any obligation to such holder shall be deemed null and void. After such date, the unclaimed property shall, in the Liquidating Agent's discretion, be used to satisfy the costs of administering and fully consummating this Plan, as needed, or donated to a charity of Liquidating Agent's choice, and the holder of any such Allowed Claim shall not be entitled to any other or further distribution under this Plan on account of such Allowed Claim.

5.4 De Minimis Distributions. If the distribution to a holder of an Allowed Claim is less than \$10.00, no distribution shall be made on account of the Allowed Claims held by the holder of the Allowed Claim unless the holder requests distribution of the Liquidating Agent and the Debtor no later than thirty (30) days after the Effective Date. The holder of the Allowed

Claim shall forever be barred from asserting any Claim therefore against the Debtor, its Estate, and its creditors.

5.5 Withholding and Reporting Requirements. In connection with this Plan and all instruments issued in connection therewith and distributed thereon, the Liquidating Agent shall comply with all applicable withholding and reporting requirements imposed by any federal, state or local taxing authority, and all distributions under this Plan shall be subject to any such withholding or reporting requirements.

5.6 Setoffs. The Liquidating Agent may, in accordance with the provisions of the Plan, Section 553 of the Bankruptcy Code and applicable non-bankruptcy law, set off against any Allowed Claim and the distributions to be made pursuant to this Plan on account of such Claim (before any distribution is made on account of such Claim), the claims, rights and causes of action of any nature that the Debtor may hold against the holder of such Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim hereunder shall constitute a waiver or release by the Debtor or the Debtor-in-Possession of any such claims, rights and causes of action that the Debtor or the Debtor-in-Possession may possess against such holder; and provided further, however, that any claims of the Debtor arising before the Petition Date shall first be setoff against Claims against the Debtor arising before the Petition Date. The confirmation of the Plan and the appointment of the Liquidating Agent shall not impair the rights of a holder of an Allowed Claim to assert its rights, subject to Section 553 of the Bankruptcy Code, of setoff or recoupment.

5.7 Professional Fees and Expenses. Each Professional retained with approval by order of the Bankruptcy Court or requesting compensation in the Chapter 11 case pursuant to Sections 330 or 503(b) of the Bankruptcy Code shall be required to file an application for an allowance of final compensation and reimbursement of expenses in the Chapter 11 case incurred through the Effective Date on or before thirty (30) days after the Effective Date. Objections to any such application shall be filed on or before a date to be set by the Bankruptcy Court in the Confirmation Order. All compensation and reimbursement of expenses allowed by the Bankruptcy Court shall be paid no later than 10 days after entry of the order allowing such fees and expenses.

5.8 Transactions on Business Days. If the Effective Date or any other date on which a transaction may occur under this Plan shall occur on a day that is not a business day, the transactions contemplated by this Plan to occur on such day shall instead occur on the next succeeding business day.

ARTICLE 6. MEANS FOR EXECUTION OF PLAN

6.1 Liquidating Agent to Administer Liquidation. On the Effective Date, the Liquidating Agent will take control all assets of the Debtor and administer them according to the terms of the Plan. The Liquidating Agent will diligently liquidate all remaining assets of Debtor's estate and claims against the Debtor for the benefit of creditors and interest holders. Upon liquidation of all assets and claims against Debtor, the Liquidating Agent will distribute all remaining assets in accordance with this Plan.

6.2 Powers and Duties of the Liquidating Agent. The Liquidating Agent will have the powers of an agent to act for the holders of claims under the Plan and, where applicable, as a “representative of the estate” as set forth in 11 U.S.C. § 1123(b)(3)(B), together with the power and authority to (A) hold, manage or sell the assets in the Debtor’s Estate, (B) distribute the proceeds to the holders of allowed Administrative Claims, priority claims, allowed general unsecured claims and other claims in accordance with the provisions of this Plan, (C) prosecute and resolve any Avoidance Actions and other causes of action on behalf of the Debtor, (E) prosecute and resolve any claim objections, (F) defend, protect and enforce any and all rights and interests transferred to him, (G) retain professionals and incur any reasonable and necessary expenses in performance of his duties, (H) pay any and all claims, liabilities, losses, damages, costs and expenses incurred by him, including all fees and expenses of the Liquidating Agent and professionals retained by the Liquidating Agent and all expenses associated with the assets of the Debtor’s Estate, (I) file estate tax returns and other tax returns as required and provide tax information to creditors, (J) operate assets for periods reasonably required to preserve or maximize value pending liquidation and distribution to creditors, (K) invest cash in demand or time deposits to obtain market rates of return pending distributions, (L) provide for the maintenance of the books and records of Debtor and its Estate, and provide for storage and destruction of records as deemed appropriate, (M) abandon to the Debtor any property that cannot be sold or otherwise disposed of for value, (N) file with the Bankruptcy Court the reports and other documents required by the Plan or otherwise required to administer and close the Chapter 11 case post confirmation, (O) take any other actions that the Liquidating Agent, in his or her reasonable discretion, determines to be in the best interests of the Debtor’s creditors and consistent with the purposes of this Plan, and (P) have the power and authority to administer the closure of the Chapter 11 case.

6.3 Liability of Liquidating Agent. Neither the Liquidating Agent nor his designees, employees, professionals, or agents will be liable for any act or omission taken or omitted to be taken in their respective capacities, other than acts or omissions resulting from willful misconduct, gross negligence, or fraud. The Liquidating Agent shall not be required to obtain a bond.

6.4 Discharge of Liquidating Agent. After all distributions have been made under this Plan, the Liquidating Agent shall file with the Bankruptcy Court a final report of distributions and perform such other duties as are specified in the Plan, whereupon the Liquidating Agent shall have no further duties under the Plan.

6.5 Authorization to Effectuate the Plan. The entry of the Confirmation Order shall constitute authorization for the Debtor and the Liquidating Agent to take or cause to take all corporate action necessary and appropriate to consummate and implement the Plan prior to and after the Effective Date, and all such actions taken or caused to be taken shall be deemed to have occurred and shall be in effect from and after the Effective Date pursuant to applicable non-bankruptcy law and the Bankruptcy Code, without any requirement of further action by the Debtor.

6.6 Continuing Existence.

(a) From and after the Confirmation Date, the Debtor shall continue in existence (and shall consult and/or confer with the Liquidating Agent as specifically provided for in the Plan) for the purpose of assisting the Liquidating Agent with (i) winding up Debtor affairs as expeditiously as reasonably possible, (ii) liquidating, by conversion to cash or other methods, of any remaining assets of its Estate, as expeditiously as reasonably possible, (iii) enforcing and prosecuting claims, interests, rights and privileges of the Debtor, including, without limitation, the prosecution of Avoidance Actions, (iv) resolving Disputed Claims, (v) administering this Plan, and (vi) filing appropriate tax returns.

(b) From and after the Confirmation Date, and subject to the Effective Date, the then current officer of the Debtor shall continue to serve in his respective capacity through the date such officer resigns, is replaced or is terminated.

(c) From and after the Effective Date, the Debtor shall not be required to file any document, or take any other action, to withdraw its business operations from any states in which the Debtor previously conducted its business operations.

6.7 Funding for this Plan. This Plan shall be funded by (i) Available Cash on the Effective Date, and (ii) funds available after the Effective Date from, among other things, the liquidation of the Debtor's remaining assets and the prosecution and, if appropriate, enforcement of Avoidance Actions.

6.8 Liquidation of Assets. On and after the Confirmation Date, and subject to the Effective Date, the Liquidating Agent may, without further approval of the Bankruptcy Court, use, sell, assign, transfer, abandon or otherwise dispose of at a public or private sale any of the Debtor's remaining assets for the purpose of liquidating and converting such assets to Cash, making distributions and fully consummating the Plan.

6.9 Termination of Employee Benefits. Prior to the Petition Date, the Debtor established (i) an ERISA qualified retirement plan under Section 401(k) of the Internal Revenue Code for the benefit of its eligible employees, and withheld amounts designated by eligible employees from their annual earnings to contribute to the 401(k) plan, (ii) health and dental insurance plans, and (iii) short and long-term disability, AD&D and life insurance plans. To the extent not done earlier by the Debtor, the Employee Benefits programs shall be terminated as soon as possible following the Effective Date and thereafter liquidated. The Liquidating Agent shall be authorized to take all administrative actions necessary to process the termination of the Employee Benefits as required by applicable, non-bankruptcy law, including but not limited to, filing applicable forms with the Internal Revenue Service and the administrator of the Employee Benefits and to provide any applicable notices to the participants of the Employee Benefits.

6.10 Accounts. The Liquidating Agent may establish one or more interest-bearing accounts as they determine may be necessary or appropriate to effectuate the provisions of this Plan consistent with Section 345 of the Bankruptcy Code and any orders of the Bankruptcy Court. The signatories to such accounts shall include, and shall be specifically limited to the Liquidating Agent.

6.11 Closing of the Chapter 11 Case. When all Disputed Claims filed against the Debtor have become Allowed Claims or have been disallowed by Final Order, and all remaining assets of the Debtor (other than those assets abandoned by the Liquidating Agent), have been liquidated and converted into cash and such cash has been distributed in accordance with this Plan, or at such earlier time as the Liquidating Agent deems appropriate, the Liquidating Agent shall seek authority from the Bankruptcy Court to close the Chapter 11 Case in accordance with the Bankruptcy Code and the Bankruptcy Rules.

**ARTICLE 7.
UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

7.1 Rejection of Executory Contracts and Unexpired Leases. Any pre-Petition Date unexpired leases and executory contracts existing as of the Effective Date, which have not been specifically assumed or rejected previously are hereby rejected. For avoidance of doubt, the post-Petition Date lease with Welch Companies, LLC is not rejected. Entry of the Confirmation Order shall constitute the approval, pursuant to Section 365(a) of the Bankruptcy Code, of the rejection of the executory contracts and unexpired leases as provided in this Section 7.1.

7.2 Proof of Claims for Rejection of Executory Contracts and Unexpired Leases.

UNLESS OTHERWISE PROVIDED BY THE COURT, ANY PROOF OF CLAIM WITH RESPECT TO ANY UNEXPIRED LEASE OR EXECUTORY CONTRACT MUST BE FILED NO LATER THAN THIRTY (30) DAYS AFTER THE DATE OF THE CONFIRMATION ORDER.

**ARTICLE 8.
EFFECTIVENESS OF THE PLAN**

8.1 Conditions to the Effective Date. The following are conditions precedent to the Effective Date of this Plan:

- (a) The Bankruptcy Court shall have entered an order confirming this Plan in form and substance satisfactory to the Debtor;
- (b) No stay of the Confirmation Order shall then be in effect;
- (c) All documents, instruments and agreements, in form and substance satisfactory to the Debtor, provided for under or necessary to implement this Plan shall have been executed and delivered by the parties thereto, unless such execution or delivery has been waived by the parties benefited thereby; and
- (d) The Liquidating Agent shall have filed a Notice of Effective Date in the Chapter 11 Case certifying that the conditions precedent have occurred or have been excused.

8.2 Waiver of Conditions. The Debtor may waive the conditions to effectiveness of this Plan set forth in Section 8.1 of this Plan.

**ARTICLE 9.
EFFECT OF CONFIRMATION**

9.1 Release of Assets. Until the Effective Date, the Bankruptcy Court shall retain jurisdiction of the Debtor, its assets and properties. Thereafter, jurisdiction of the Bankruptcy Court shall be limited to the subject matters set forth in Article 10 of this Plan, and the Debtor shall perform and wind up its affairs as provided in this Plan.

9.2 Binding Effect. Except as otherwise provided in Section 1141(d)(3) of the Bankruptcy Code, on and after the Confirmation Date, and subject to the Effective Date, the provisions of this Plan shall bind any holder of a Claim against, or Equity Interests in, the Debtor and their respective heirs, successors and assigns, whether or not the Claim or Equity Interest of such holder is impaired under this Plan and whether or not such holder has accepted this Plan.

9.3 Retained Actions. Pursuant to Section 1123(b)(3) of the Bankruptcy Code and except as otherwise provided in this Plan, the Debtor will retain and the Liquidating Agent may (but is not required to) prosecute and enforce all Avoidance Actions or claims arising under applicable state laws, if any. **Exhibit A** to the Plan sets forth, without limitation, a more detailed description of the Avoidance Actions. An Avoidance Action that is not listed on **Exhibit A** shall not be lost or waived by reason of the entry of the Confirmation Order or the occurrence of the Effective Date. All Avoidance Actions must be commenced on or before ninety (90) days after the Effective Date or shall be deemed abandoned.

9.4 Debtor's Releases and Exculpation. For the purposes of this section 9.4, "Released Parties" means (i) the Debtor, (ii) the Committee, (iii) the Liquidating Agent, and (iv) each and any of their respective members, shareholders, officers, directors, employees, professionals, attorneys, advisors or agents, and each of their predecessors, successors and assigns, who are or were members, shareholders, officers, directors, employees, professionals, attorneys, advisors or agents, as the case may be, during the Chapter 11 case.

(a) *Exculpation.* On and after the Confirmation Date, subject to the Effective Date, the Released Parties shall not have or incur any liability to any holder of a Claim or Equity Interest for (i) any act or omission in connection with, relating to, or arising out of, the Chapter 11 case, (ii) any Tax Claim provided that distributions are made consistent with this Plan from Available Cash, (iii) the formulation, negotiation or implementation of the Disclosure Statement or this Plan, (iv) the solicitation of acceptances of this Plan, (v) the pursuit of confirmation of this Plan, (vi) the confirmation of this Plan, (vii) the consummation of this Plan or any contract, instrument, release or any other agreement or document created, or entered into, in connection with the Plan, or (viii) the administration of this Plan or the property to be distributed under this Plan; provided however that the foregoing exculpation shall not be deemed to release any liability resulting from any such Released Party's willful misconduct or gross negligence as determined by a Final Order, and, in all respects, each of the Released Parties shall be entitled to (y) rely upon the advice of counsel with respect to its duties and responsibilities during the Chapter 11 case and under this Plan, and (z) any defense of qualified immunity that may be available under applicable law.

(b) *Debtor's Release.* Notwithstanding anything to the contrary herein, as of the Effective Date, for good, valuable and adequate consideration, the adequacy of which is hereby confirmed, including without limitation, the provision of services by the Debtor's former and present officers in administering the assets and managing the affairs of the Debtor as a debtor-in-possession, the Debtor shall be deemed to forever waive and release each of the Released Parties from any and all obligations, suits, judgments, damages, demands, debts, remedies, rights, causes of action (including avoidance actions), rights of setoff and liabilities whatsoever (including any derivative claims asserted on behalf of the Debtor) in connection with or in any way related to the Debtor, the conduct of the Debtor's business, the Chapter 11 case, the Disclosure Statement or the Plan (other than the rights of the Debtor or the Liquidating Agent, or a creditor holding an Allowed Claim to enforce the obligations under the Confirmation Order and the Plan and the contracts, instruments, releases and other agreements or documents delivered thereunder), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, then existing or hereafter arising, in law, equity, or otherwise, that are based, in whole or in part, on any act, omission, transaction, event or other occurrence taking place prior to the Effective Date, provided however, this release shall not operate as a release or waiver of any causes of action or liabilities as of the Petition Date arising out of gross negligence, willful misconduct, fraud or criminal acts of any such Released Party as determined by a Final Order.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the foregoing release by the Debtor, which includes by reference each of the related provisions and definitions contained herein, and further shall constitute the Bankruptcy Court's findings that the foregoing release by the Debtor is: (i) in exchange for good and valuable consideration provided by the Released Parties; (ii) a good faith settlement and compromise of claims released by the Debtor; (iii) in the best interests of the Debtor and all holders of Claims and interests; (iv) fair, equitable and reasonable; (v) given and made after due notice and opportunity for hearing; and (vi) a bar to the Debtor asserting any claim or Avoidance Action released pursuant to the foregoing release by the Debtor.

9.5 Term of Injunctions or Stays. Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 case pursuant to Sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until all obligations of the Debtor and the Liquidating Agent under the Plan have been performed and the Chapter 11 case has been closed.

9.6 Injunction. On and after the Confirmation Date, subject to the Effective Date, all persons are permanently enjoined from commencing or continuing in any manner any action or proceeding (whether directly, indirectly, derivatively or otherwise) on account of or respecting any Claim, debt, right or Avoidance Action of the Debtor for which the Liquidating Agent retains sole and exclusive authority to pursue in accordance with Section 9.3 of this Plan.

**ARTICLE 10.
POST-CONFIRMATION MATTERS**

10.1 Retention of Jurisdiction. The Bankruptcy Court shall retain and have exclusive jurisdiction over the case for the following purposes:

- (a) To determine any and all objections to the allowance of claims;
- (b) To determine any and all applications for allowances of compensation and reimbursement of expenses and any other fees and expenses authorized to be paid or reimbursed under the Bankruptcy Code or this Plan;
- (c) To determine any and all applications, adversary proceedings and contested or litigated matters that may be pending on the Effective Date or arise thereafter including, but not limited to, actions to recover preferences, fraudulent transfers or other assets of the Debtor, interim distribution, and applications for professional fees;
- (d) To consider any modifications of the Plan, remedy any defect or omission or reconcile any inconsistency in any order of the Bankruptcy Court, including the Confirmation Order, to the extent authorized by the Bankruptcy Code;
- (e) To determine all controversies, suits and disputes that may arise in connection with the interpretation, enforcement, or consummation of the Plan and the Confirmation Order;
- (f) To issue such orders in aid of execution of the Plan to the extent authorized by the Bankruptcy Code;
- (g) To determine such other matters as may be set forth in the Confirmation Order or which may arise in connection with the Plan or the Confirmation Order.
- (h) To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified or vacated;
- (i) To hear and determine matters concerning state, local and federal taxes in accordance with Section 346, 505 and 1146 of the Bankruptcy Code; and
- (j) To enter a final decree closing the Chapter 11 Case.

**ARTICLE 11.
MISCELLANEOUS PLAN PROVISIONS**

11.1 Post-Effective Date Fees and Expenses of Professionals. On or after the Effective Date, the Liquidating Agent shall, without the necessity for any approval by the Bankruptcy Court, pay the reasonable fees and expenses of the Professionals employed by the Debtor, the Committee and the Liquidating Agent in connection with the implementation and

consummation of the Plan, the claims reconciliation process, and any other matters as to which such Professionals may be engaged.

11.2 Payment of Statutory Fees. All fees payable pursuant to Chapter 123 of Title 28, United States Code, as determined by the Bankruptcy Court on the Confirmation Date, shall be paid on the Distribution Date. Any statutory fees accruing after the Confirmation Date shall constitute Administrative Claims and be paid in accordance with Section 2.1 of this Plan.

11.3 Nondischarge of Debtor. Pursuant to Section 1141(d)(3) of the Bankruptcy Code, the Confirmation Order shall not discharge claims against the Debtor. However, no creditor of the Debtor may receive any payment from, or seek recourse against, any assets which are to be distributed under the Plan, except for those distributions expressly provided for in the Plan. As of the Effective Date, all entities are precluded from asserting, against any property which is to be distributed under the Plan, any claims, obligations, rights, causes of action, liabilities or equity interests based upon any act or omission, transaction or other activity of any kind or nature that occurred prior to the Effective Date, other than as expressly provided in the Plan, whether or not (a) a proof of claim or proof of interest based on such debt or interest is filed or deemed filed pursuant to Section 501 of the Bankruptcy Code, (b) a claim or interest based on such debt or interest is allowed pursuant to Section 502 of the Bankruptcy Code or (c) the holder of a claim or interest based on such debt or interest has accepted the Plan.

11.4 Modification of Plan. The Debtor reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify this Plan at any time prior to the entry of the Confirmation Order. After the entry of the Confirmation Order, the Debtor or the Liquidating Agent may, upon order of the Bankruptcy Court, amend or modify this Plan, in accordance with Section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in this Plan in such manner as may be necessary to carry out the purpose and intent of this Plan. A holder of an Allowed Claim or Equity Interest that is deemed to have accepted this Plan shall be deemed to have accepted this Plan as modified if the proposed modification does not materially and adversely change the treatment of the Claim or Equity Interest of such holder.

11.5 Revocation of Plan. Debtor reserves the right to revoke and withdraw the Plan prior to entry of the Confirmation Order. If Debtor revokes or withdraws the Plan, or if confirmation of the Plan does not occur, then the Plan shall be deemed null and void and nothing contained herein shall be deemed to constitute a waiver or release of any claim by or against Debtor or any other person or prejudice in any manner the rights of Debtor or any person in any further proceedings involving Debtor.

11.6 Post-Effective Date Committee; Dissolution of the Committee. Until the final Distribution Date under this Plan, the Committee shall continue in existence; provided, however, the Liquidating Agent shall act as the sole representative of the Committee. On the date that final distributions are delivered and following all payments being made to holders of allowed Claims under this Plan, the Committee shall be dissolved and any then existing or prior members thereof shall be released and discharged of and from all further authority, duties, responsibilities, and obligations related to and arising from and in connection with the Chapter 11 case of the

Debtor and the retention or employment of the Committee's attorneys, financial advisor, and other agents shall terminate.

11.7 Courts of Competent Jurisdiction. If the Bankruptcy Court abstains from exercising, or declines to exercise, jurisdiction or is otherwise without jurisdiction over any matter arising out of this Plan, such abstention, refusal or failure of jurisdiction shall have no effect upon and shall not control, prohibit or limit the exercise of jurisdiction by any other court having competent jurisdiction with respect to such matter.

11.8 Severability. In the event that the Bankruptcy Court determines, prior to the Confirmation Date, that any provision of this Plan is invalid, void or unenforceable, the Bankruptcy Court shall, with the consent of the Debtor, have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as altered or interpreted. Notwithstanding any such holding, alteration or interpretation, the remainder of the terms and provisions of this Plan shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such holding, alteration or interpretation. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of this Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.


11.9 Governing Law. Except to the extent the Bankruptcy Code or Bankruptcy Rules are applicable, the rights and obligations arising under this Plan shall be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota, without giving effect to the principles of conflicts of law thereof.

11.10 Headings. Headings are used in this Plan for convenience and reference only, and shall not constitute a part of this Plan for any other purpose.

11.11 Exhibits. All Exhibits and Schedules to this Plan are incorporated into and are a part of this Plan as if set forth in full herein.

Dated: February 25, 2014

TOMSTEN, INC.

By: 
Jann Olsten
Its: Chief Executive Officer

Dated: February 25, 2014

RAVICH MEYER KIRKMAN
McGRATH NAUMAN & TANSEY,
A PROFESSIONAL ASSOCIATION

By /e/ Michael L. Meyer (72527)

4545 IDS Center
80 South Eighth Street
Minneapolis, MN 55402
(612) 332-8511

ATTORNEYS FOR DEBTOR

EXHIBIT A

THIS EXHIBIT A CONSTITUTES A NON-EXCLUSIVE LIST OF TRANSFERS THAT THE LIQUIDATING AGENT WILL INVESTIGATE TO CONSIDER WHETHER TO ASSERT A POTENTIAL AVOIDANCE ACTION AGAINST THE RECIPIENT. FAILURE TO LIST A TRANSFER ON THIS EXHIBIT A DOES NOT CONSTITUTE WAIVER OF ANY POTENTIAL AVOIDANCE ACTION OR OTHER CLAIM AGAINST A RECIPIENT OF ANY TRANSFER, EITHER PRIOR TO OR AFTER THE PETITION DATE.

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3. Payments to creditors

None *Complete a. or b., as appropriate, and c.*

a. *Individual or joint debtor(s) with primarily consumer debts:* List all payments on loans, installment purchases of goods or services, and other debts to any creditor made within **90 days** immediately preceding the commencement of this case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$600. Indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
None <input type="checkbox"/> b. <i>Debtor whose debts are not primarily consumer debts:</i> List each payment or other transfer to any creditor made within 90 days immediately preceding the commencement of the case unless the aggregate value of all property that constitutes or is affected by such transfer is less than \$6,225*. If the debtor is an individual, indicate with an asterisk (*) any payments that were made to a creditor on account of a domestic support obligation or as part of an alternative repayment schedule under a plan by an approved nonprofit budgeting and credit counseling agency. (Married debtors filing under chapter 12 or chapter 13 must include payments and other transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)			
NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
AUTOMATIC DATA PROCESSING 8100 OLD CEDAR AVENUE SO BLOOMINGTON, MN 55425	2/8/13; 2/11/13; 2/22/13; 2/25/13; 2/28/13; 3/1/13; 3/8/13; 3/22/13; 3/29/13; 4/5/13; 4/19/13; 4/26/13	\$22,703.00	\$0.00
AMERICAN EXPRESS MERCHANT SVCS 200 VERSEY STREET STE 800 NEW YORK, NY 10285	VARIOUS DATES	\$15,052.65	\$0.00
AMERICAN EXPRESS CREDIT CARD P O BOX 360001 FORT LAUDERDALE, FL 33336-0001	2/1/13; 2/11/13; 2/15/13; 2/25/13; 3/4/13; 3/11/13; 3/15/13; 3/22/13; 4/1/13; 4/8/13; 4/15/13	\$467,056.30	\$251,030.33
LEONARD STREET AND DEINARD 150 SOUTH FIFTH STREET STE 2300 MINNEAPOLIS, MN 55402	4/27/13	\$16,648.40	\$0.00
ASSOCIATED BANK MERCHANT SRVCS 9585 NICKLAUS LANE LAKEWOOD, IL 60014	VARIOUS DATES	\$117,687.53	\$0.00
DELTA DENTAL 500 WASHINGTON AVENUE SOUTH MINNEAPOLIS, MN 55122-3166	2/11/13; 3/11/13; 4/10/13	\$13,409.76	\$0.00
T ROWE PRICE INVESTMENTS 4515 PAINTERS MILL ROAD OWINGS MILLS, MD 21117-4903	2/4/13; 2/19/13; 2/28/13; 3/18/13; 4/1/13; 4/15/13; 4/24/13	\$62,327.94	\$0.00
3L CORPORATION 111 E MARQUARDT DRIVE WHEELING, IL 60090	1/31/13; 2/21/13; 2/28/13; 3/14/13; 3/21/13	\$17,082.23	\$127,272.66
7 GYPSIES LLC 2300 OLD MISSOURI ROAD SPRINGDALE, AR 72764	2/7/13; 3/14/13; 3/21/13; 3/28/13	\$16,344.81	\$7,796.24

* Amount subject to adjustment on 4/01/16, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
ABSOLUTE MECHANICAL CONTRACTOR 7338 OHMS LANE EDINA, MN 55439	1/31/13; 2/14/13; 2/21/13; 3/7/13; 3/14/13; 3/28/13	\$6,446.00	\$1,445.00
ADK ELECTRIC CORP 3773 SO JASON STREET MINNEAPOLIS, MN 55485-6373	2/28/13; 4/26/13	\$8,456.00	\$0.00
NOELLE ALBO 13228 SHADOW CANYON TRAIL BROOMFIELD, CO 80020	1/31/13; 2/28/13; 3/7/13; 3/21/13; 3/28/13; 4/4/13; 4/18/13; 4/26/13	\$7,011.53	\$0.00
INLAND COMMERCIAL PROP MGMT P O BOX 9274 OAK BROOK, IL 60522	1/31/13; 3/21/13	\$15,099.88	\$179,984.27
AMERICAN CRAFTS 476 NORTH 1500 WEST OREM, UT 84057	2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/28/13; 4/12/13; 4/26/13	\$172,361.15	\$200,949.24
AMTRUST NORTH AMERICA INC P O BOX 318004 CLEVELAND, OH 44131-8004	2/14/13; 3/14/13; 4/4/13	\$28,053.00	\$0.00
ANCHOR PAPER 480 BROADWAY STREET ST PAUL, MN 55101-2410	1/31/13; 2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$10,232.06	\$3,108.87
AMERICAN OUTSOURCED WASTE 477 CONNECTICUT BLVD EAST HARTFORD, CT 06108	2/14/13; 3/14/13	\$9,894.48	\$4,979.53
ART GONE WILD AND FRIENDS 3110 PAYNE AVENUE CLEVELAND, OH 44114	1/30/13; 2/7/13; 2/20/13; 2/27/13; 3/6/13; 3/13/13; 3/20/13; 3/27/13; 4/12/13; 4/26/13	\$62,404.21	\$39,458.99
ART IMPRESSIONS 6079 TRAIL AVENUE NE KEIZER, OR 97303	1/31/13; 2/7/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$47,205.10	\$7,738.53
ASSOCIATED BANK P O BOX 2926 MILWAUKEE, WI 53201	2/21/13; 3/21/13; 4/18/13	\$8,969.72	\$634.63
AUTHENTIQUE PAPER LLC 1407 SOUTH 600 WEST WOODS CROSS, UT 84087	2/21/13; 3/14/13; 3/28/13	\$7,806.05	\$17,835.52
BASICGREY 421 NO MARSHALL WAY #2 LAYTON, UT 84041	1/31/13; 2/7/13; 2/28/13; 3/21/13; 3/28/13	\$14,194.47	\$41,518.20
BAZZILL BASICS PAPER 7001 WEST ERIE STREET STE 2 CHANDLER, AZ 85225	3/7/13; 3/14/13; 3/21/13; 3/28/13	\$37,143.15	\$114,285.87
BELLA BLVD LLC 740 NORTH 109 STREET WAUWATOSA, WI 53226	2/7/13; 4/5/13	\$15,944.96	\$7,194.48
BENCHMARK CONSTRUCTION CO ATTN: MARK VESTA LAKEVILLE, MN 55044	1/31/13; 2/14/13; 3/7/13; 4/4/13; 4/12/13	\$27,629.17	\$0.00

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
BIG RED LLC C/O KOMAN PROPERTIES INC 8027 FORSYTH BLVD ST LOUIS, MO 63105	1/31/13	\$15,028.00	\$7,514.00
AEP ENERGY P O BOX 3489 CHICAGO, IL 60654	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/28/13; 3/28/13	\$18,767.70	\$8,862.15
BOTTLE CAP INC 2023 NORTH BINGHAM DRIVE NAMPA, ID 83651	2/7/13; 2/28/13; 3/7/13; 4/5/13; 4/18/13; 4/26/13	\$63,726.54	\$15,932.80
CENTRO BRADLEY HERITAGE SQUARE CHARLOTTE, NC 28290-3265	1/31/13; 2/28/13; 3/28/13	\$42,112.73	\$483.40
CANON FINANCIAL SERVICES INC 14904 COLLECTIONS CENTER DRIVE CHICAGO, IL 60693-0149	2/14/13; 3/14/13	\$12,485.15	\$5,950.40
CANVAS CORP LLC 2300 SOUTH OLD MISSOURI ROAD SPRINGDALE, AR 72764	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$9,802.76	\$31,581.17
CASTLETON PLACE LP 117 EAST WASHINGTON STREET STE 300 INDIANAPOLIS, IN 46204	1/31/13; 2/28/13	\$17,459.07	\$9,992.06
CHESTERFIELD MALL LLC WEA CHESTERFIELD LLD 291 CHESTERFIELD MALL CHESTERFIELD, MO 63017	1/31/13; 2/28/13	\$27,932.94	\$14,751.42
COLORBOK LLC 110 PARKLAND PLAZA ANN ARBOR, MI 48103	1/31/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13	\$45,512.07	\$11,311.32
STAPLES ADVANTAGE DEPT DET P O BOX 83689 CHICAGO, IL 60696-3689	2/28/13; 3/28/13	\$14,674.05	\$21,570.52
BRE DDR RIVERDALE VILLAGE INNE C/O DDR CORP ATTN EXEC VICE PRESIDENT-LEASING 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	1/31/13; 2/28/13	\$33,508.77	\$15,153.61
LITTLE YELLOW BICYCLE 6 BRITTON DRIVE BLOOMFIELD, CT 06002	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13	\$24,860.91	\$9,647.50
DBA INVESTMENTS - SOUTHPORT CO 8500 KEYSTONE CROSSING STE 170 INDIANAPOLIS, IN 46240	1/31/13	\$11,417.08	\$20,234.05
DARICE-SCRAPPY 13000 DARICE PARKWAY STRONGSVILLE, OH 44149	2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 4/18/13	\$6,439.82	\$19,861.36
DDRA MAPLE GROVE CROSSING LLC DEVELOPERS DIVERSIFIED REALTY CORP ATTN GENERAL COUNSEL 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	1/31/13; 2/28/13	\$27,472.91	\$17,017.37

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
DDR PRADO LLC C/O DEVELOPERS DIVERSIFIED REALTY 3300 ENTERPRISE PARKWAY BEACHWOOD, OH 44122	1/31/13; 2/28/13	\$21,325.07	\$10,794.68
DEERFIELD TOWNE CENTER LLC 191 WEST NATIONWIDE BLVD STE 200 COLUMBUS, OH 43215-2568	1/31/13; 2/28/13	\$30,613.06	\$13,120.47
DIE CUTS WITH A VIEW 2250 NORTH UNIVERSITY PARKWAY PROVO, UT 84604	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/21/13; 3/28/13	\$12,301.89	\$8,503.95
CEDAR MARKET SQUARE LLC 16364 WAGNER WAY EDEN PRAIRIE, MN 55344	1/31/13; 2/28/13	\$24,172.24	\$11,982.87
DOODLEBUG DESIGN 3630 WEST CALIFORNIA AVENUE SALT LAKE CITY, UT 84104	1/31/13; 2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/26/13	\$101,867.42	\$102,708.70
EASTON TOWN CENTER II LLC C/O STEINER & ASSOCIATES 4016 TOWNSFAIR WAY STE 201 COLUMBUS, OH 43219	1/31/13; 2/28/13	\$41,733.54	\$27,244.09
ECHO PARK PAPER COMPANY 3575 NORTH 100 EAST PROVO, UT 84604	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13	\$42,156.46	\$38,361.57
EK SUCCESS LTD 1125 WEST TAYLOR ROAD ROMEDEVILLE, IL 60446	2/7/13; 2/13/13; 2/20/13; 2/27/13; 3/6/13; 3/13/13; 3/20/13; 3/27/13; 4/5/13	\$94,512.89	\$241,687.56
ELLISON 25862 COMMERCENTER DRIVE LAKE FOREST, CA 92630-8804	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13	\$38,185.02	\$54,745.63
EPIPHANY CRAFTS INC 3351 EAST PHILADELPHIA STREET ONTARIO, CA 91761	1/31/13; 2/7/13; 2/14/13; 3/7/13; 3/14/13; 3/21/13	\$51,253.19	\$22,922.46
EQYINVEST TEXAS C/O GLOBAL REALTY & MGMT TX INC 15866 CHAMPION FOREST DRIVE SPRING, TX 77379	1/31/13; 2/28/13	\$30,882.00	\$11,404.66
EXACTTARGET 20 NO MERIDIAN STE 200 INDIANAPOLIS, IN 46204	1/31/13; 2/28/13; 3/28/13	\$23,828.50	\$9,583.33
FAIRVIEW MILWAUKEE PLAZA C/O THORNTON OLIVER KELLER 250 SO FIFTH STREET 2ND FLOOR BOISE, ID 83702	1/31/13; 2/28/13	\$14,445.87	\$7,406.49
FANCY PANTS DESIGNS 2441 NORTH MAIN STREET SUNSET, UT 84015	3/21/13; 3/28/13	\$60,919.94	\$12,053.60
FEDEX ERS P O BOX 371741 PITTSBURGH, PA 15250-7741	1/30/13; 2/7/13; 2/13/13; 2/21/13; 2/27/13; 3/6/13; 3/13/13; 3/20/13; 3/27/13; 4/5/13; 4/12/13; 4/18/13; 4/25/13	\$296,034.83	\$61,312.30

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
FEDEX FREIGHT 2200 FORWARD DRIVE HARRISON, AR 72602-0840	3/21/13	\$12,665.17	\$9,062.79
FISKARS INC 2537 DANIELS STREET MADISON, WI 53718	2/7/13; 2/21/13; 2/28/13; 3/14/13; 3/21/13; 3/28/13	\$97,236.81	\$17,526.16
FLAMBEAU INC 15981 VALPLAST ROAD MIDDLEFIELD, OH 44062	1/31/13; 2/7/13; 2/14/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$11,229.56	\$7,790.40
FOX RIVER MALL GENERAL GROWTH PROPERTIES 4301 WEST WISCONSIN AVENUE APPLETON, WI 54913	1/31/13	\$11,680.00	\$23,360.00
SPORTS AUTHORITY TSA STORES INC ATTN GENERAL COUNSEL 1050 WEST HAMPDEN AVENUE ENGLEWOOD, CO 80110	1/31/13; 2/28/13	\$22,154.50	\$8,525.35
GE CAPITAL P O BOX 31001-0271 PASADENA, CA 91110-0271	2/14/13; 2/21/13; 3/14/13; 3/21/13	\$14,287.30	\$0.00
GENERAL GROWTH PROPERTIES LP 8251 FLYING CLOUD DRIVE STE 125 EDEN PRAIRIE, MN 55344	1/31/13; 2/28/13	\$29,224.45	\$14,585.22
CPF - HIGHLANDS RANCH LLC P O BOX 6076 HICKSVILLE, NY 11802-6076	1/31/13; 2/28/13	\$31,327.00	\$12,157.01
GGP-GLENBROOK LLC GENERAL GROWTH MGMT OFFICE 4201 COLDWATER BLVD FORT WAYNE, IN 46805	1/31/13	\$15,068.37	\$180,820.44
GLITZ DESIGN 231 NO ALMA SCHOOL ROAD MESA, AZ 85201	3/14/13; 3/21/13	\$17,709.60	\$1,199.92
GRANITE TELECOMMUNICATIONS 100 NEWPORT AVENUE QUINCY, MA 02171	2/14/13; 3/14/13	\$16,652.45	\$15,421.49
GRAPHIC 45 LLC 107 SE WASHINGTON STREET PORTLAND, OR 97214	3/14/13; 3/21/13; 3/28/13	\$8,022.43	\$17,962.66
GREENWAY STATION SPE LLC P O BOX 97231 LAS VEGAS, NV 89193-7231	1/31/13; 2/28/13; 3/28/13; 4/26/13	\$31,114.34	\$0.00
MALL AT GURNEE MILLS LLC SIMON PROPERTY GROUP 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	1/31/13; 2/28/13	\$22,313.24	\$11,156.62
HAMPTON ART LLC 1481 WEST 2ND STREET WASHINGTON, NC 27889	2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/21/13; 3/28/13; 4/26/13	\$38,662.14	\$51,400.61

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
HANOVER INSURANCE CO P O BOX 580045 CHARLOTTE, NC 28258-0045	1/31/13; 2/7/13; 2/14/13; 3/14/13; 4/12/13	\$35,552.14	\$0.00
HERO ARTS RUBBER STAMPS INC 1200 HARBOUR WAY SOUTH RICHMOND, CA 94804	2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/28/13	\$100,893.35	\$47,963.69
HINES REIT MINNEAPOLIS INDUST 50 SOUTH SIXTH STREET STE 1420 MINNEAPOLIS, MN 55402	1/31/13; 2/28/13	\$20,507.24	\$10,253.62
OXMOOR MALL GENERAL GROWN MGMT OFFICE 7900 SHELBYVILLE ROAD LOUISVILLE, KY 40222	1/31/13	\$16,091.43	\$32,362.86
IMAGINISCE 4752 WEST CALIFORNIA AVENUE SALT LAKE CITY, UT 84104	2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13	\$6,321.94	\$5,273.09
IMAGINATION INTERNATIONAL INC 2877 CHAD DRIVE STE B EUGENE, OR 97408	1/31/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13	\$14,624.95	\$33,400.45
IMAGING PATH 2601 MINNEHAHAH AVENUE MINNEAPOLIS, MN 55406	2/7/13; 2/14/13; 3/7/13	\$9,234.90	\$10,325.88
IMAGINE CRAFTS/TSUKINEKO 17640 NE 65TH STREET REDMOND, WA 98052	1/31/13; 2/7/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$9,718.60	\$5,262.23
INDIANAPOLIS POWER & LIGHT CO ONE MONUMENT CIRCLE INDIANAPOLIS, IN 46206-1595	1/31/13; 2/14/13; 2/28/13; 3/14/13; 3/28/13	\$7,069.22	\$2,789.00
INLAND TRS PROPERTY MANAGEMENT DEPT CH 16470 PALATINE, IL 60055-6470	1/31/13; 2/28/13	\$25,266.35	\$14,626.64
J D CONSULTING 8646 NE 91ST TERR KANSAS CITY, MO 64157	2/7/13; 2/14/13	\$9,830.00	\$3,200.00
JOHN ROBERTS COMPANY, THE 9687 EAST RIVER ROAD MINNEAPOLIS, MN 55433	2/14/13; 3/7/13	\$8,896.36	\$0.00
VILLAGE OF JORDAN CREEK GGP JORDAN CREEK LLC 110 NORTH WACKER DRIVE CHICAGO, IL 60606	1/31/13	\$15,237.08	\$30,310.20
KAISERCRAFT 165 COTTAGE GROVE GRAND RAPIDS, MI 49507	2/21/13; 2/28/13	\$6,865.02	\$13,615.62
KAREN FOSTER DESIGN INC 724 NORTH 1250 WEST CENTERVILLE, UT 84014	1/31/13; 3/7/13; 3/14/13; 3/28/13	\$7,571.85	\$11,151.45
FALCON LANDING LLC 5839 VIA VERONA VIEW COLORADO SPRINGS, CO 80919	1/31/13; 2/28/13; 3/28/13	\$37,724.18	\$0.00

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
LAWN FAWN 27702 CROWN VALLEY PARKWAY LADERA RANCH, CA 92694	1/31/13; 2/7/13; 2/21/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$15,158.90	\$12,950.40
LEADER PAPER PRODUCTS INC 901 SOUTH 5TH STREET MILWAUKEE, WI 53204	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/26/13	\$27,876.61	\$5,829.07
LENOVO FINANCIAL SERVICES 25578 NETWORK PLACE CHICAGO, IL 60673-1255	3/7/13; 4/4/13	\$16,414.00	\$0.00
LEONARD STREET AND DEINARD 150 SOUTH FIFTH STREET MINNEAPOLIS, MN 55402	1/31/13; 2/28/13; 4/18/13	\$22,749.51	\$0.00
LIGHTHOUSE MANAGEMENT GROUP 3900 NORTHWOODS DRIVE STE 215 ARDEN HILLS, MN 55112	1/31/13; 2/7/13; 2/14/13; 2/21/13; 4/12/13; 4/18/13	\$38,396.52	\$1,541.00
LPA RETAIL SYSTEMS INC 11979 COUNTY ROAD 11 BURNSVILLE, MN 55337	1/31/13; 2/14/13; 3/14/13	\$9,170.46	\$0.00
LUCIDIOM INC 7900 WESTPARK DRIVE MC LEAN, VA 22102	2/21/13; 3/14/13; 3/28/13; 4/12/13	\$101,844.08	\$657.14
LUV TO SCRAP LLC 216 NORTH 700 WEST OGDEN, UT 84404	2/7/13; 2/14/13; 2/21/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/5/13; 4/12/13; 4/18/13	\$59,515.48	\$109,017.59
MALL OF GEORGIA CROSSING LLC SIMON PROPERTY GROUP 225 WEST WASHINGTON STREET INDIANAPOLIS, IN 46204	1/31/13; 2/28/13	\$23,308.12	\$5,759.81
CIT GROUP, THE/COMMERCIAL SERVICE 85 HOFFMAN LANE ISLANDIA, NY 11749	1/31/13; 2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/14/13; 3/21/13; 3/28/13	\$24,187.24	\$27,526.58
MARTHA STEWART CRAFTS 1125 WEST TAYLOR ROAD ROMEVILLE, IL 60446	1/30/13; 2/7/13; 2/20/13; 2/27/13; 3/6/13; 3/13/13; 3/20/13	\$26,381.64	\$8,377.80
McGILL INC 131 EAST PRAIRIE STREET MARENGO, IL 60152	1/30/13; 2/7/13	\$8,110.13	\$2,588.78
MCS INDUSTRIES 2280 NEWLINS MILL ROAD EASTON, PA 18045	2/28/13; 3/7/13; 3/28/13	\$6,325.12	\$11,364.62
ME & MY BIG IDEAS 20321 VALENCIA CIRCLE LAKE FOREST, CA 92630	1/31/13; 2/28/13; 3/14/13; 3/21/13; 3/28/13	\$13,127.42	\$42,183.76
MEDICA NW 7958 MINNEAPOLIS, MN 55485-7958	2/21/13; 3/21/13; 4/18/13	\$114,899.47	\$0.00
MOAC MALL HOLDING LLC MW 5826 MINNEAPOLIS, MN 55485-5826	1/31/13; 2/28/13; 3/28/13	\$137,024.37	\$8,425.60

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
MRS GROSSMANS PAPER COMPANY 3810 CYPRESS DRIVE PETALUMA, CA 94954-5613	2/21/13; 2/28/13; 3/14/13; 3/21/13	\$11,331.90	\$14,233.15
M SQUARED GROUP INC 14852 SCENIC HEIGHTS ROAD EDEN PRAIRIE, MN 55344	4/18/13	\$35,000.00	\$0.00
MY MINDS EYE LLC 260 NORTH 500 WEST BOUNTIFUL, UT 84011	1/31/13; 2/7/13; 3/21/13; 3/28/13; 4/18/13; 4/26/13	\$74,428.47	\$117,831.53
NDP ELECTRIC INC 1122 NO CLARK STREET CHICAGO, IL 60610	3/29/13	\$7,573.76	\$0.00
NORTHWOOD RUBBER STAMPS INC 841 EAGLE RIDGE LANE STILLWATER, MN 55082	1/31/13; 2/21/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/12/13; 4/26/13	\$34,068.77	\$27,022.31
NOTIONS MARKETING CORP 1500 BUCHANAN SW GRAND RAPIDS, MI 49507	1/31/13; 2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/12/13; 4/18/13; 4/26/13	\$27,254.77	\$27,917.52
NOTIONS MARKETING CORP 1500 BUCHANAN SW GRAND RAPIDS, MI 49507	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13; 4/12/13; 4/18/13; 4/26/13	\$82,428.57	\$1,137.60
NOTTINGHAM SQUARE P O BOX 252018 WEST BLOOMFIELD, MI 48325	1/31/13; 2/28/13; 3/28/13	\$33,960.25	\$0.00
NOVI TOWN CENTER INVESTORS LLC 26132 INGERSOL DRIVE NOVI, MI 48375	1/31/13; 2/28/13	\$34,670.60	\$13,219.61
DBRA RED WOODBURY LLC P O BOX 638083 CINCINNATI, OH 45263-8083	2/7/13; 3/14/13	\$11,094.00	\$12,968.10
OUR DAILY BREAD DESIGNS LLC P O BOX 410 HINCKLEY, OH 44233	3/21/13; 3/28/13	\$11,094.80	\$5,724.00
PAKOR INC 6450 WEDGWOOD ROAD STE 100 MAPLE GROVE, MN 55311	1/31/13; 2/7/13; 2/14/13; 2/21/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$38,640.78	\$47,061.10
PAPER WIZARD 880 NORTH 1430 WEST OREM, UT 84057	3/21/13; 3/28/13; 4/12/13; 4/26/13	\$34,594.42	\$44,791.54
PINK PAISLEE 9426 NO KENSINGTON AVENUE KANSAS CITY, MO 64156	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$14,442.60	\$74,158.42
PRIMA MARKETING INC 5564 EDISON AVENUE CHINO, CA 91710	1/31/13; 3/14/13; 3/21/13; 3/28/13	\$15,739.60	\$25,764.80
PRODUCT PERFORMERS INC 746 PINECREST PROSPECT HEIGHTS, IL 60070	1/31/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$21,840.77	\$29,469.63
PROOMNI TECHNOLOGY 2411 5TH STREET WHITE BEAR LAKE, MN 55110	2/7/13; 4/18/13	\$30,720.00	\$0.00

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
QUEEN & COMPANY 12335 WORLD TRADE DRIVE STE 15 SAN DIEGO, CA 92128	2/21/13; 2/28/13; 3/28/13; 4/26/13	\$16,004.15	\$61,042.25
LIFESYTL E CRAFTS 1450 WEST 105 NORTH OREM, UT 84057	2/7/13; 2/20/13; 2/27/13; 3/13/13; 3/20/13; 3/27/13; 4/5/13	\$40,996.45	\$31,746.44
CENTURYLINK CUST SERV DEPT 6000 PARKWOOD PLACE DUBLIN, OH 43016	1/31/13; 3/7/13	\$44,543.82	\$33,360.83
NCR - RADIANT SYSTEMS 6060 PRIMACY PARKWAY MEMPHIS, TN 38119	2/7/13; 3/7/13	\$7,609.80	\$6,468.10
RANGER INDUSTRIES 15 PARK ROAD TINTON FALLS, NJ 07724	2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/21/13; 3/28/13; 4/5/13	\$25,589.40	\$82,928.67
RAVICH MEYER KIRKMAN McGRATH NAUMAN & TANSEY PA 4545 IDS CENTER 80 SOUTH EIGHTH STREET MINNEAPOLIS, MN 55402	4/18/13	\$32,736.25	\$0.00
REMINISCE 70 CIRCLE DRIVE NORTH LIBERTY, IA 52317	2/7/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$21,903.74	\$32,558.16
PRIVITERA REALTY HOLDING LLC 909 TROOST KANSAS CITY, MO 64106	1/31/13	\$13,200.00	\$26,400.00
TRENDS INTERNATIONAL 5188 WEST 74TH STREET INDIANAPOLIS, IN 46268	1/31/13; 2/7/13; 3/21/13	\$9,315.16	\$231.94
SHI INTERNATIONAL CORP P O BOX 952121 DALLAS, TX 75395-2121	1/31/13; 2/18/13; 2/21/13; 3/7/13; 4/18/13	\$10,692.90	\$7.51
SHOPS OF FAIRLAWN DELAWARE LLC 1350 WEST 3RD STREET CLEVELAND, OH 44113	1/31/13; 2/28/13	\$29,976.46	\$14,484.85
SILHOUETTE AMERICA 17462 ARMSTRONG AVENUE IRVINE, CA 92614	2/7/13; 3/14/13; 3/21/13; 3/28/13; 4/5/13; 4/18/13	\$194,265.29	\$78,297.63
SIMPLIFIED IT RPRODUCTS 2550 SANDY PLAINS ROAD MARIETTA, GA 30066	2/14/13; 2/21/13; 2/28/13	\$9,552.00	\$0.00
PRINCIPAL EQUITY PROPERTIES LLC 20 NORTH MARTINGALE ROAD STE 100 SCHAUMBURG, IL 60173	1/31/13	\$14,899.61	\$28,924.94
INLAND CONTINENTAL PROP MGMT 2901 BUTTERFIELD ROAD BLDG 138 OAK BROOK, IL 60523	1/31/13	\$16,188.07	\$176,256.84
TCF EQUIPMENT FINANCE INC 15933 CLAYTON ROAD BALLWIN, MO 63011	2/6/13; 2/6/13; 3/21/13; 4/4/13; 4/18/13	\$13,713.06	\$0.00

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NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS/ TRANSFERS	AMOUNT PAID OR VALUE OF TRANSFERS	AMOUNT STILL OWING
TECHNIQUE TUESDAY LLC 6180 SW ARCTIC DRIVE BEAVERTON, OR 97005	2/7/13; 3/7/13; 3/14/13; 3/28/13	\$13,816.51	\$20,349.46
TERESA COLLINS DESIGNS 260 NORTH 500 WEST BOUNTIFUL, UT 84010	3/7/13; 3/14/13; 3/21/13; 3/28/13	\$52,425.29	\$15,706.10
TOMBOW 355 SATELLITE BLVD NE SUWANEE, GA 30043	1/31/13; 2/21/13; 2/28/13; 3/21/13; 4/18/13	\$24,413.66	\$39,436.98
TRIANGLE TOWN CENTER LLC 5959 TRIANGLE TOWN BLVD STE CU-2072 RALEIGH, NC 27616	1/31/13; 2/28/13; 3/21/13	\$27,293.42	\$13,791.42
168TH & DODGE LLC RED DEVELOPMENT LLC ONE EAST WASHINGTON STREET STE 300 PHOENIX, AZ 85004	1/31/13; 2/28/13	\$37,080.68	\$21,803.62
VOSS LIGHTING P O BOX 22159 LINCOLN, NE 68542-2159	1/31/13; 2/7/13; 2/14/13; 2/21/13; 2/28/13; 3/7/13; 3/14/13; 3/21/13; 3/28/13	\$14,070.03	\$7,464.09
FAIRDALE SHOPPES LLC 115455 CONWAY ROAD STE 100 ST LOUIS, MO 63017	1/31/13; 2/28/13; 3/28/13	\$45,504.96	\$0.00
WE R MEMORY KEEPERS 631 NORTH 400 WEST SALT LAKE CITY, UT 84116	1/31/13; 2/7/13; 2/21/13; 2/28/13; 3/14/13; 3/21/13; 3/28/13	\$116,535.79	\$121,639.07
GREAT NORTHERN 11601 WILSHIRE BLVD 11TH FLOOR LOS ANGELES, CA 90025	1/31/13	\$13,888.40	\$24,741.04
WASTE NOT PAPER 3785 SOLUTIONS CENTER CHICAGO, IL 60677-3007	1/31/13; 2/7/13; 2/28/13; 3/28/13	\$6,632.37	\$6,207.50
XCEL ENERGY P O BOX 9477 MINNEAPOLIS, MN 55484-9477	2/7/13; 2/14/13; 2/28/13; 3/7/13; 3/14/13; 3/28/13	\$15,469.98	\$15,471.08

None c. All debtors: List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
BRIAN OLMSTEAD 44 MISSISSIPPI BLVD ST PAUL, MN 55404 PRESIDENT	5/31/12; 7/19/12; 9/20/12; 11/1/12; 12/28/12; 1/31/13; 2/28/13; 3/21/13; 4/26/13	\$4,532.26	\$0.00
REBECCA REINEMANN 18940 33RD AVENUE NO PLYMOUTH, MN 55447 VICE PRESIDENT - HR	5/24/12; 7/12/12; 8/23/12; 9/20/12; 11/15/12; 11/29/12; 12/20/12; 1/17/13; 3/29/13; 4/26/13	\$11,387.14	\$0.00
JANN OLSTEN 3028 PELICAN POINT CIRCLE MOUND, MN 55364 CHIEF EXECUTIVE OFFICER	1/10/13; 4/26/13	\$1,255.05	\$0.00

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NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
DAVE NELSON 491 RIDGE VIEW CIRCLE HAMEL, MN 55340 FORMER CHIEF FINANCIAL OFFICER	9/20/12; 11/29/12; 2/21/13	\$120.06	\$0.00
JENNIFER BOCKENSTEDT 2172 COOL STREAM CIRCLE EAGAN, MN 55122 VP - MARKETING AND MERCHANDISING	8/9/12; 9/20/12; 2/28/13; 4/26/13	\$1,638.25	\$0.00
WINMARK CAPITAL 605 HIGHWAY 169 NO STE 400 MINNEAPOLIS, MN 55441	5/29/12; 6/7/12; 6/28/12; 7/19/12; 7/26/12; 8/30/12; 9/20/12; 9/27/12; 10/25/12; 10/29/12; 11/29/12; 12/20/12; 12/28/12; 1/17/13; 1/31/13; 2/28/13; 3/21/13; 4/18/13	\$260,294.19	\$0.00