

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

<p>In re:</p> <p>OUTER HARBOR TERMINAL, LLC</p> <p style="text-align: right;">Debtor.¹</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 16-10283 (LSS)</p> <p>Hearing Date: TBD – Shortened Notice Requested</p> <p>Objection Deadline: TBD – Shortened Notice Requested</p>
---	--	--

MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS FOR AN ORDER DIRECTING DEBTOR AND ITS INSIDERS TO PRODUCE DOCUMENTS, APPEAR AT DEPOSITIONS, AND RESPOND TO OTHER DISCOVERY

The Official Committee of Unsecured Creditors (the "Committee") of Outer Harbor Terminal, LLC, a debtor and debtor in possession ("Debtor"), by and through its counsel, Brinkman Portillo Ronk, APC and The Rosner Law Group LLC hereby files this motion (the "Motion") pursuant to 11 U.S.C. §§ 105(a) and 1103, Rules 2004, 9014, 7026, 7030, 7033, 7034, and 7036 of the Federal Rules of Bankruptcy Procedure ("FRBP"), Rules 26, 30, 33, 34, and 36 of the Federal Rules of Civil Procedure ("FRCP"), and Rules 2004-1, 7026-1, and 7030-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware ("Local Rules") for entry of an order directing the Debtor and its Insiders, as that term is herein defined, to appear at depositions and respond to discovery requests as set forth in the exhibits attached hereto in connection with the Committee's investigation of prepetition acts and omissions of the Debtor and its management personnel. A motion to shorten consideration of this Motion is being filed concurrently herewith. In support of this Motion, the Committee respectfully states as follows:

¹ The last four digits of the Debtor's federal tax identification number are 2070. The Debtor's principal place of business is located at 1599 Maritime Street, Oakland, CA 94607.

I. PRELIMINARY STATEMENT

1. The Committee brings this Motion to protect the unsecured creditors' rights to properly investigate the extent, amount, and validity of prepetition debts and potential causes of action, if any, against the Debtor or its Insiders. These are potential assets that might be a source of recovery for the unsecured creditors who are slated to receive pennies on the dollar under the Debtor's proposed plan. The Debtor and its Insiders must be compelled to answer questions at oral depositions and respond to the requested discovery because:

- a. The Committee has informally requested documents, but the Debtor has refused to cooperate;
- b. There are \$25 million in pre-petition transfers to Insiders during the one year prior to the petition date that must be investigated;
- c. There is an unknown amount in insider transfers in the four-year reach back period provided for under California law that must be investigated;
- d. All claims made by Insiders must be investigated to ensure they are based on fair, reasonable, arms-length transactions;
- e. The K-Line Claim must be investigated to determine its amount;
- f. The Committee has the duty and responsibility to perform these investigations to ensure creditors get the highest and best recovery possible;
- g. An arbitrary, Debtor-imposed deadline for the Committee to complete these investigations is looming and the Debtor is unreasonably obstructing the Committee's access to necessary documents in an apparent attempt to stall until the deadline has passed;
- h. The Debtor clearly will not respond to discovery without an order of the Court; and

- i. The Committee has no reasonable assurance or belief that the Debtor's Insiders will cooperate and respond to discovery with an order of the Court.

II. JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this Motion under 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of this case and this Motion is proper in this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The predicates for the relief requested herein are sections 105 and 1103 of title 11 of the United States Code, 11 U.S.C. §§ 101, *et seq.* (the "Bankruptcy Code"), FRBP 2004, 9014, 7026, 7030, 7033, 7034, and 7036, FRCP 26, 30, 33, 34, and 36, and Local Rules 2004-1, 7026-1, and 7030-1.

III. BACKGROUND

4. On February 1, 2016 (the "Petition Date"), the Debtor filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code, commencing this case (the "Bankruptcy Case").

5. The Debtor's filed Statement of Financial Affairs ("SOFA") reveals that the Debtor made transfers of approximately \$25,379,946.95 to Insiders in the one year prior to the Petition Date. SOFA at pp. 28-30. Nearly all the transfers are listed as having been made for the same reason: "normal course of business." Id. A copy of the applicable portions of the SOFA are attached hereto as **Exhibit A**.

6. The Insiders to whom the Debtor made transfers in the one year prior to the Petition Date are: Deep Water Port Services, Embarcadero Systems Corp., Heather Stack, HHH Ports Holdings, LP, Jeffrey Theobald, Marine Terminals Corp., Marine Terminals Corp. Holdings, Mediterranean Shipping Company, Inc., Port Newark Container Terminal, Ports

America, Ports America Chesapeake, LLC, Ports America Group, Inc., Ports America Management, Ports America Shared Services, Ports Insurance Company, Inc., Smart-Tec [sic] (this is how Debtor listed this company, but research indicates it is likely "Smart-Tecs"), Terminal Maintenance Co., LLC, Tricor Services, LLC, and Watermark Terminal Solutions (collectively, the "Insiders").

7. The Debtor continues in possession of its assets and operation of its business as a debtor-in-possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

8. On January 27, 2017, the United States Trustee appointed the Committee. No other committee or trustee has been appointed in the Bankruptcy Case.

9. Prior to the Committee's appointment, on February 1, 2016, the Debtor filed the *Debtor's Motion for Entry of Interim and Final Orders: (I) Authorizing Debtor to (A) Obtain Post-Petition Financing on a Super-Priority and Senior Secured Basis, (B) Permitting Use of Case Collateral, (C) Providing Adequate Protection, and (D) Granting Related Relief; (II) Modifying the Automatic Stay; and (III) Scheduling a Final Hearing Pursuant to Bankruptcy Rule 4001 [D.I. 12]* (the "DIP Motion").

10. An Interim Order Granting the DIP Motion [D.I. 52] was entered by the Court on February 9, 2016.

11. On March 1, 2016, the Court entered a Final Order Granting the DIP Motion [D.I. 135] (the "DIP Order"). This order was entered approximately 11 months before the Committee was appointed.

12. The DIP Order grants a contingent release of several claims and limits the time during which either the Committee or any other party may commence an adversary proceeding against the Released Parties. The Committee has "sixty (60) days from the date of an official

committee's formation for any appointed official committee" to commence adversary proceedings against insiders of Debtor or be forever barred from bringing any actions against the insiders (the "Challenge Period").

13. The Committee was appointed on January 27, 2017, and the Challenge Period currently expires on March 28, 2017².

14. Beginning on March 13, 2017 and for several days thereafter, Committee counsel communicated with the Debtor's counsel by e-mail in an ultimately unsuccessful attempt to acquire the requested documents on a consensual basis. See Exhibit B.

15. On March 23, 2017, Committee counsel and the Debtor's counsel met and conferred telephonically regarding the production of documents, appearances at depositions, and other discovery matters, but were unable to agree on any consensual discovery provisions.

16. At the heart of this Motion is the failure of the Debtor to (i) recognize the Committee's right and duty to investigate the insider transfers and claims and (ii) provide the Committee with the documents and information necessary for the Committee to fairly investigate and develop any legally supported challenges within the time allotted. The Committee is not conducting a fishing expedition, but rather seeking to fulfill its fiduciary duties to the unsecured creditors on an expedited time frame imposed upon the Committee by an order entered 11 months prior to the Committee's formation.

IV. RELIEF REQUESTED

17. In order to exercise its statutory responsibilities and fulfill its fiduciary duties to the unsecured creditors, the Committee must collect and review information possessed by the

² Contemporaneously herewith, the Committee filed a motion to extend the Challenge Period. Pursuant to Local Rule 9006-2, since the motion to extend was filed before the expiration of the Challenge Period, the Challenge Period is automatically extended until the Court acts on the motion to extend.

Debtor and its Insiders so that it can expeditiously investigate the Debtor's assets and review the extent, validity, perfection, and enforceability of the prepetition liens, insider transfers, and insider claims to ensure the fair treatment of the Debtor's general unsecured creditors.

18. By this Motion, the Committee seeks the entry of an order directing the Debtor and its Insiders to appear at depositions, produce all documents, and respond to all of the discovery requested in the exhibits attached hereto, relating to transfers to insiders, insider claims, and the Debtor's dispute with Kawasaki and/or Kawasaki's affiliates.

V. BASIS FOR RELIEF

19. The Bankruptcy Code charges the Committee with the duty to: "investigate the acts, conduct, assets, liabilities, and financial condition of the debtor, the operation of the debtor's business and the desirability of the continuance of such business, and any other matter relevant to the case or to the formulation of a plan." 11 U.S.C. § 1103(c)(2).

20. FRBP 2004(a) permits any party in interest to move for an order of the Court authorizing the examination of any entity. Discovery under Bankruptcy Rule 2004 includes within its scope, *inter alia*, any matter that may relate to the property and assets of the estate, the financial condition of the debtor, and any matter that may affect the administration of a debtor's estate. Fed. R. Bankr. P. 2004(b).

21. FRBP 2004 is recognized as a proper pre-litigation device that can uncover facts and circumstances demonstrating whether the Debtor's estate holds a claim against a third party, and the strength of any such claim. The Bankruptcy Court for the District of Delaware has recognized that "[o]ne of the primary purposes of a Rule 2004 examination is as a pre-litigation device." See, e.g., In re Washington Mutual, Inc., 408 B.R. 45, 53 (Bankr. D. Del. 2009). FRBP

2004 is properly used "to determine whether there are grounds to bring an action." In re Bennett Funding Group, 203 B.R. 24, 28 (Bankr. N.D.N.Y. 1996).

22. FRBP 9014 incorporates and applies FRBP "7009, 7017, 7021, 7025, 7026, 7028–7037, 7041, 7042, 7052, 7054–7056, 7064, 7069, and 7071" to "contested matters." A motion filed by a creditor to obtain discovery is deemed a "contested matter." In re RFD, Inc., 211 B.R. 403 (Bankr. D. Kan. 1997).

23. The Committee's proposed use of the FRBP to take depositions and obtain discovery as requested in this Motion is clearly appropriate. Good cause exists to conduct the proposed discovery because it is the Committee's duty under the Bankruptcy Code to investigate the perpetration acts and omissions of the Debtor's management and Insiders. The obstruction by the Debtor in this case is unusual, uncalled for, and only raises suspicion regarding the insider transfers, insider claims, and Kawasaki dispute.

24. As stated above, there are over \$25 million in insider transfers made in the one year prior to the Petition Date. SOFA at pp. 28-30. The Debtor has estimated that the total value of allowed general unsecured claims will be between \$7,019,669 and \$12,402,535, depending on the Court's determination of the value of the K-Line Claim. Debtor's Combined Chapter 11 Plan of Liquidation and Disclosure Statement at § V; Exhibit A (the "Combined Plan and DS") [D.I. 532]. The general unsecured creditors are projected to receive between nine and sixteen percent of their claims. Id. The implications of the insider transfers, which total \$25 million in one year and an unknown amount more during the four-year reach back period in the California Uniform Fraudulent Transfer Act ("CUFTA"), could be enormous in terms of the recovery of general unsecured creditors.

25. The Debtor has represented multiple times that the insider transfers made in the one year prior to the Petition Date were made in the ordinary course of business. See SOFA at pp. 28-30; Hearing Tr. At 14:1-4 (Feb. 3, 2016). Despite these representations, now that the Debtor is asked to provide information on the transfers, the Debtor is seeking to avoid the issue entirely rather than prove that the transactions are valid.

26. The Committee has also requested information on the insider claims, but the Debtor has only referred the Committee back to the claims filed by insiders and has not provided any additional information to allow the Committee to evaluate their propriety. There is no evidence attached to the claims themselves from which the Committee can determine if there were any arms' length negotiations or competitive bidding processes leading to the contracts on which the insider claims are based. There is likewise no information on any efforts taken by Debtor to ensure that the insider claim contracts are fair and comparable to other, similar contracts within the industry.

27. The Committee is gravely concerned that not only are the \$25 million in insider transactions in the one year prior to the Petition Date comprised of non-arms-length transactions, but also that there are likely a lot more transactions during the four-year reach back period (provided for in the CUFTA) that were also based on non-arms-length transactions. However, because Debtor has blocked all access to the information on these transfers, the Committee cannot review them. Unfortunately, the information can only be obtained from the Debtor and its Insiders.

28. The Committee has standing as a party in interest. The Committee's request for depositions and documents from the Debtor and its Insiders directly relates to issues affecting the assets and liabilities of the Debtor.

29. The Committee has contacted, and will continue to reach out to, counsel to the Debtor and some of its Insiders to consensually obtain discovery aimed at the assets, liabilities, prepetition transactions, and financial conditions of the Debtor. Despite these best efforts, however, the Debtor refuses to provide the Committee with the discovery requested in this Motion. The Debtor's position of non-cooperation on the discovery is largely based on a disagreement as to the implications of language in the DIP Order.

30. Without the relief sought herein, the Committee will be unable to fulfill its obligations and fiduciary duties under section 1103 of the Bankruptcy Code.

31. The language about which the Committee and the Debtor disagree appears in paragraph 43 of the DIP Order, which grants a release of certain claims against insiders of the Debtor:

The foregoing release shall be binding on the Debtor, its estate (including any successor trustee or other estate representative in this Case or any Successor Case), any party acting by, through or under the Debtor or its estate, and each other party in interest, including, without limitation, any official committee, unless, and solely to the extent that any such party, including any official committee or trustee appointed during such Investigation Period (as defined below), with standing and requisite authority, has timely commenced an adversary proceeding or other appropriate contested matter against a Released Party by no later than the earlier of (i) **sixty (60) days from the date of an official committee's formation** for any appointed official committee or (ii) **seventy-five (75) days** from the date of entry of the Interim Financing Order **for all parties other than an official committee** (the "Investigation Period"); provided, however, that solely with respect to the Port, the Investigation Period shall be extended as provided for in the Settlement Agreement.

DIP Order at ¶ 43 [emphasis added]. This language clearly indicates that the Committee has sixty days from its formation to bring actions against insiders and clearly excludes the Committee from the 75-day limit. The Debtor, however, insists that the period for bringing actions expired 75 days after entry of the Interim Financing Order for all parties. The Debtor's interpretation is unreasonable on its face. The Debtor's insistence on this interpretation, coupled

with the Debtor's absolute refusal to produce any documents regarding transfers to insiders, raises the Committee's suspicion that the Debtor is trying to hide something from its creditors. The Committee's period to bring actions expires on March 28, 2017, so this Motion is necessary to preserve its rights.

32. The Committee reserves the right to return to the Court in the event that this discovery reveals the need for additional information relevant to establishing potential claims.

33. Copies of the discovery requests are attached hereto as **Exhibits C, D, & E**.

VI. CERTIFICATION OF COUNSEL

34. Pursuant to Local Rule 2004-1(b) of the Local Rules, the undersigned certifies that, prior to filing this Motion, the Committee, through counsel (including Delaware counsel for both parties), met and conferred with the Debtor's counsel on the telephone on March 23, 2017. However, the Debtor's counsel has stated very clearly that the Debtor will not cooperate in producing the requested documents because the Debtor unreasonably asserts that the Committee's time to bring actions has already expired. The Debtor was unable to provide the Committee with contact information for its Insiders, so the Committee is working diligently to attempt to contact these entities, but has been unable to contact them so far. Given the time sensitive nature of this discovery, the Committee thought it best to include the Insiders in this discovery request, despite having not yet contacted them.

VII. NOTICE

35. The Committee is filing a Motion to Shorten Notice contemporaneously herewith. In accordance with Local Rule 2004-1(c), notice of both Motions has been provided to (a) counsel to the Debtors, (b) the Insiders (based on the addresses in the SOFA), (c) the US Trustee, and (d) those parties that have requested service pursuant to Bankruptcy Rule 2002, in

accordance with Local Rule 2002-1(b). The Committee submits that such notice is sufficient and that no other or further notice of the Motion is required.

VIII. NO PRIOR REQUEST

36. No prior request for the relief requested herein has been presented to this or any other court.

WHEREFORE, the Committee respectfully requests this Court enter an order, in substantially the form attached hereto, authorizing the Committee to conduct depositions of and obtain discovery from Debtor and its Insiders pursuant to the FRBP, FRCP, and Local Rules as provided herein and granting such other and further relief as this Court deems appropriate.

Dated: March 27, 2017
Wilmington, Delaware

Respectfully submitted,

THE ROSNER LAW GROUP, LLC

/s/ Scott J. Leonhardt

Frederick B. Rosner (DE No. 3995)

Scott J. Leonhardt (DE No. 4885)

Jason A. Gibson (DE No. 6091)

824 North Market Street, Suite 810

Wilmington, Delaware 19801

Telephone: (302) 777-1111

Email: leonhardt@teamrosner.com

-and-

BRINKMAN PORTILLO RONK, APC

Daren R. Brinkman (admitted *pro hac vice*)

4333 Park Terrace Drive, Suite 205

Westlake Village, CA 91361

Telephone: (818) 597-2992

Facsimile: (818) 597-2998

Email: firm@brinkmanlaw.com

Counsel for the Committee

Exhibit A

Applicable Portions of SOFA

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

_____)	
In re:)	Chapter 11
)	
OUTER HARBOR TERMINAL, LLC, ¹)	Case No. 16-10283 (LSS)
)	
)	
Debtor.)	
)	
)	
_____)	

STATEMENT OF FINANCIAL AFFAIRS FOR OUTER HARBOR TERMINAL, LLC

¹ The last four digits of the Debtor's federal tax identification number are 2070. The Debtor's principal place of business is located at 1599 Maritime Street, Oakland, CA 94607.

Debtor Outer Harbor Terminal, LLC

Case number (if known) 16-10283

Creditor's Name and Address	Dates	Total amount of value	Reasons for payment or transfer <i>Check all that apply</i>
3.1. See Attached SOFA Part 2, Question 3			<input type="checkbox"/> Secured debt <input type="checkbox"/> Unsecured loan repayments <input type="checkbox"/> Suppliers or vendors <input type="checkbox"/> Services <input type="checkbox"/> Other___

4. **Payments or other transfers of property made within 1 year before filing this case that benefited any insider**
 List payments or transfers, including expense reimbursements, made within 1 year before filing this case on debts owed to an insider or guaranteed or cosigned by an insider unless the aggregate value of all property transferred to or for the benefit of the insider is less than \$6,225. (This amount may be adjusted on 4/01/16 and every 3 years after that with respect to cases filed on or after the date of adjustment.) Do not include any payments listed in line 3. *Insiders* include officers, directors, and anyone in control of a corporate debtor and their relatives; general partners of a partnership debtor and their relatives; affiliates of the debtor and insiders of such affiliates; and any managing agent of the debtor. 11 U.S.C. § 101(31).

None.

Insider's name and address Relationship to debtor	Dates	Total amount of value	Reasons for payment or transfer
4.1. See Attached SOFA Part 2, Question 4			

5. **Repossessions, foreclosures, and returns**
 List all property of the debtor that was obtained by a creditor within 1 year before filing this case, including property repossessed by a creditor, sold at a foreclosure sale, transferred by a deed in lieu of foreclosure, or returned to the seller. Do not include property listed in line 6.

None

Creditor's name and address	Describe of the Property	Date	Value of property
-----------------------------	--------------------------	------	-------------------

6. **Setoffs**
 List any creditor, including a bank or financial institution, that within 90 days before filing this case set off or otherwise took anything from an account of the debtor without permission or refused to make a payment at the debtor's direction from an account of the debtor because the debtor owed a debt.

None

Creditor's name and address	Description of the action creditor took	Date action was taken	Amount
-----------------------------	---	-----------------------	--------

Part 3: Legal Actions or Assignments

7. **Legal actions, administrative proceedings, court actions, executions, attachments, or governmental audits**
 List the legal actions, proceedings, investigations, arbitrations, mediations, and audits by federal or state agencies in which the debtor was involved in any capacity—within 1 year before filing this case.

None.

Case title Case number	Nature of case	Court or agency's name and address	Status of case
---------------------------	----------------	------------------------------------	----------------

Case No. 16-10283

SOFA Part 2, Question 3 - Payments or transfers made to creditors within 90 days of commencement of this case

AC3	Creditor Name	Address1	City	State	Zip	Reasons for payment or transfer	Dates of Payments	Total Amount or value
AC3		PO BOX 507	ALAMEDA	CA	94501	Normal Business Operations	12/19/2015	\$4,225.00
AC3		PO BOX 507	ALAMEDA	CA	94501	Normal Business Operations	1/6/2016	\$1,625.00
AC3	ACME FIRE EXTINGUISHER COMPANY	1305 FRUITVALE AVENUE	OAKLAND	CA	94601	Normal Business Operations	12/22/2015	\$1,749.01
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	11/4/2015	\$18,185.50
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	11/11/2015	\$7,688.00
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	11/18/2015	\$14,890.00
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	11/23/2015	\$8,928.00
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	12/9/2015	\$23,676.61
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	12/16/2015	\$9,672.00
AC3	ACUNA MAINTENANCE & CONSTRUCTION INC	321 SARAH WAY	Petaluma	CA	94954	Normal Business Operations	12/29/2015	\$29,337.79
AC3	Adam Miller	1599 Maritime St.	Oakland	CA	94607	Expense Reimbursement	11/16/2015	\$363.40
AC3	Adam, Mr. Zachary A	1599 Maritime St.	Oakland	CA	94607	Expense Reimbursement	12/24/2015	\$154.12
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	11/4/2015	\$989.01
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	11/11/2015	\$4,529.83
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	11/18/2015	\$433.60
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	11/23/2015	\$296.86
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	12/9/2015	\$4,438.75
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	12/22/2015	\$2,221.37
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	12/29/2015	\$262.72
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	1/6/2016	\$7,493.09
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	1/13/2016	\$904.67
AC3	AIRGAS USA LLC	PO BOX 7423	PASADENA	CA	91109-7423	Normal Business Operations	1/27/2016	\$2,933.89
AC3	ALAJAT POLLEY AYOGB & MATARESE	500 N BRAND BLVD	GLENDALE	CA	91203-4708	Normal Business Operations	11/18/2015	\$41,234.64
AC3	ALAJAT POLLEY AYOGB & MATARESE	500 N BRAND BLVD	GLENDALE	CA	91203-4708	Normal Business Operations	1/13/2016	\$1,918.75
AC3	ALANCO EQUIPMENT	7400 TIMM RD	VACAVILLE	CA	95688	Normal Business Operations	11/18/2015	\$1,953.62
AC3	ALLDATA LLC	9650 W TARN DE #100	ELK GROVE	CA	95757	Normal Business Operations	11/18/2015	\$1,642.50
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	11/12/2015	\$720.00
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	11/12/2015	\$67,468.66
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	12/9/2015	\$65,517.27
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	12/9/2015	\$924.67
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	1/11/2016	\$1,478.07
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	1/11/2016	\$71,128.51
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	2/1/2016	\$1,500.00
AC3	ALLIANT INSURANCE SERVICES	2121 N CALIFORNIA BLVD	WALNUT CREEK	CA	94596	Normal Business Operations	2/1/2016	\$73,000.00
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	11/4/2015	\$67.03
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	11/23/2015	\$131.15
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	12/2/2015	\$99.97
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	12/16/2015	\$37.60
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	12/22/2015	\$38.47
AC3	ALLIED PROPANE SERVICE INC	5000 SEAPORT AVE	RICHMOND	CA	94804	Normal Business Operations	1/6/2016	\$71.05
AC3	AMERICAN EXPRESS CO	GEORGETOWN	ATLANTA	GA	30353-0958	Normal Business Operations	11/23/2015	\$254.93
AC3	AMERICAN EXPRESS CO	GEORGETOWN	ATLANTA	GA	30353-0958	Normal Business Operations	12/22/2015	\$22.20
AC3	AMERICAN EXPRESS CO	PO BOX 3367	HAYWARD	CA	94540	Normal Business Operations	12/29/2015	\$35,460.00
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	11/6/2015	\$23,890.05
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	11/13/2015	\$1,021.53
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	11/20/2015	\$107.25
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	11/30/2015	\$13,770.04
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	12/4/2015	\$3,038.42
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	12/11/2015	\$10,196.48
AC3	AMERICAN EXPRESS CO	CPC REMITTANCE PROCESSING	WESTON	FL	33331-3626	Normal Business Operations	12/18/2015	\$3,989.67

SOFA Part 2. Question 4 - Payments or transfers made within 1 year preceding commencement of this case to creditors who are or were insiders

Insider Name	Address	City	State	Zip	Relationship to Debtor	Reasons for Payment or Transfer	Date of Payments	Amount Paid
DEEP WATER PORT SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/30/2015	\$500.00
EX-365-CADERO SYSTEMS CORP	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Related Party	normal course of business	1/30/2015	\$40,793.50
Huddle's Stack	1599 Maricopa St.	Oakland	CA	94607	CFO DHT	Expense reimbursement	2/9/2015	\$5,568.25
Huddle's Stack	1599 Maricopa St.	Oakland	CA	94607	CFO DHT	Expense reimbursement	4/3/2015	\$32.00
Huddle's Stack	1599 Maricopa St.	Oakland	CA	94607	CFO DHT	Expense reimbursement	5/15/2015	\$140.95
Huddle's Stack	1599 Maricopa St.	Oakland	CA	94607	CFO DHT	Expense reimbursement	10/29/2015	\$19.00
Huddle's Stack	1599 Maricopa St.	Oakland	CA	94607	CFO DHT	Payroll	1/1/15-2/1/16	\$211,814.58
PORTS AMERICA HOLDINGS, LP	277 PARK AVE	NEW YORK	NY	10172	Shareholder	Letter of credit fees	10/28/2015	\$41,646.57
Ports America	277 PARK AVE	NEW YORK	NY	10172	Shareholder	Letter of credit fees	10/28/2015	\$323,938.76
Ports America	1599 Maricopa St.	Oakland	CA	94607	Shareholder	Payroll	1/1/15-1/31/15	\$585,315.87
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	1/30/2015	\$811,445.85
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	3/6/2015	\$1,665,836.30
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	4/10/2015	\$26,566.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	4/10/2015	\$554,535.63
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	4/15/2015	\$2,699.47
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	4/23/2015	\$859,849.51
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	5/14/2015	\$737,577.29
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	6/11/2015	\$727,299.27
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	7/21/2015	\$744,030.16
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	9/21/2015	\$719,856.86
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	10/29/2015	\$30,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	11/25/2015	\$20,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	12/11/2015	\$6,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	12/28/2015	\$20,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	1/29/2016	\$20,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044-9136	Affiliated Company	normal course of business	2/1/2016	\$20,000.00
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	7/24/2015	\$77,427.95
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	8/7/2015	\$829.74
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	8/21/2015	\$413.95
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	9/4/2015	\$576.74
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	9/11/2015	\$1,204.52
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	9/18/2015	\$520.42
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	10/2/2015	\$422.89
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	10/9/2015	\$1,701.51
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	10/15/2015	\$433.61
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	10/30/2015	\$911.30
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	11/13/2015	\$1,148.63
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	11/23/2015	\$730.44
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	12/4/2015	\$596.43
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	12/23/2015	\$249.05
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	12/30/2015	\$2,499.47
Ports America	55 N ARIZONA PL STE 400	PHOENIX	AZ	85044	Affiliated Company	normal course of business	1/21/2016	\$301.70
Ports America	575 ANTON BLVD	COSTA MESA	CA	92626	affiliated Customer	normal course of business	2/4/2015	\$19,000.00
Ports America	575 ANTON BLVD	COSTA MESA	CA	92626	affiliated Customer	normal course of business	9/16/2015	\$2,500.00
Ports America	575 ANTON BLVD	COSTA MESA	CA	92626	affiliated Customer	normal course of business	12/2/2015	\$1,200.00
Ports America	241 CALCUTTA ST	NEWARK	NJ	07114-3341	affiliated Company	normal course of business	12/11/2015	\$4,798.92
Ports America	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	affiliated Company	normal course of business	10/23/2015	\$300.00
Ports America	2300 BROOKING HIGHWAY	BALTIMORE	MD	21224	affiliated Company	normal course of business	4/10/2015	\$13,752.53
Ports America	2300 BROOKING HIGHWAY	BALTIMORE	MD	21224	affiliated Company	normal course of business	4/24/2015	\$2,131.65
Ports America	535 Washington Blvd STE 1560	Jersey City	NJ	07310	affiliated Company	normal course of business	1/30/2015	\$584,119.73
Ports America	525 Washington Blvd STE 1660	Jersey City	NJ	07310	affiliated Company	normal course of business	4/2/2015	\$1,438,252.95
Ports America	525 Washington Blvd STE 1560	Jersey City	NJ	07310	affiliated Company	normal course of business	4/14/2015	\$1,247,782.87
Ports America	525 Washington Blvd STE 1660	Jersey City	NJ	07310	affiliated Company	normal course of business	5/14/2015	\$699,859.20
Ports America	525 Washington Blvd STE 1660	Jersey City	NJ	07310	affiliated Company	normal course of business	5/23/2015	\$265,428.00

Case No. 16-10283

SOFA Part 2 - Question 4 - Payments or transfers made within 1 year preceding commencement of this case to creditors who are or were insiders

Insider Name	Address1	City	State	Zip	Relationship to Debtor	Reasons for payment or transfer	Dates of Payments	Amount Paid
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	6/16/2015	\$642,137.75
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	7/15/2015	\$779,109.80
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	9/14/2015	\$753,709.00
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	9/17/2015	\$800,099.58
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	10/15/2015	\$727,893.25
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	11/6/2015	\$538,913.22
PORTS AMERICA GROUP INC	525 Washington Blvd STE 1660	Jersey City	NJ	07310	Affiliated Company	normal course of business	1/7/2016	\$654,560.19
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/8/2016	\$655,116.43
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/10/2015	\$46,560.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	5/6/2015	\$36,560.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	7/8/2015	\$26,560.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	8/7/2015	\$26,560.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	9/14/2015	\$26,560.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/7/2016	\$26,250.00
PORTS AMERICA MANAGEMENT	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/6/2016	\$15,410.00
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	2/17/2016	\$15,410.00
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/31/2015	\$395,014.96
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/3/2015	\$317,920.03
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/3/2015	\$387,623.58
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/10/2015	\$209,777.74
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/10/2015	\$4,384.68
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/15/2015	\$154,385.00
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/20/2015	\$5,923.65
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/20/2015	\$1,940.00
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/23/2015	\$18,533.91
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	5/6/2015	\$213,034.14
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	6/20/2015	\$181,363.44
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	7/8/2015	\$180,474.90
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	8/7/2015	\$181,659.63
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	9/17/2015	\$184,029.09
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/9/2015	\$183,436.77
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/23/2015	\$3,073.13
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/30/2015	\$5,867.57
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	11/9/2015	\$184,029.09
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	11/6/2015	\$3,555.97
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	11/13/2015	\$3,720.08
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	11/23/2015	\$1,082.57
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	12/4/2015	\$7,025.69
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	12/11/2015	\$184,621.45
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	12/17/2015	\$9,425.90
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	12/23/2015	\$40.00
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/7/2016	\$6,039.49
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/8/2016	\$150,771.08
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/4/2016	\$5,359.53
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/21/2016	\$1,796.68
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	2/1/2016	\$831,307.27
PORTS AMERICA SHARED SERVICES	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/7/2015	\$25,000.00
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	1/30/2015	\$35,746.74
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	3/6/2015	\$53,920.50
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	4/10/2015	\$69,151.22
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	4/15/2015	\$15,800.00
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	5/13/2015	\$29,349.89
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	6/19/2015	\$29,133.33

SOFA Part 2, Question 4 - Payments or transfers made within 1 year preceding commencement of this case to creditors who are or were insiders

Insider Name	Address1	City	State	Zip	Relationship to Debtor	Reasons for payment or transfer	Dates of Payments	Amount Paid
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	7/16/2015	\$29,433.33
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	8/21/2015	\$29,433.33
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	9/18/2015	\$29,516.66
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	10/15/2015	\$29,516.66
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	11/13/2015	\$29,516.66
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	12/11/2015	\$29,516.66
SMART-TEC	14856 WICKS BLVD	SAN LEANDRO	CA	94577	Affiliated Company	normal course of business	1/15/2016	\$29,516.66
TERMINAL MAINTENANCE CO LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	3/23/2015	\$1,000.00
TERMINAL MAINTENANCE CO LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/6/2015	\$500.00
TERMINAL MAINTENANCE CO LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	7/10/2015	\$500.00
TERMINAL MAINTENANCE CO LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	8/7/2015	\$1,500.00
TERMINAL MAINTENANCE CO LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/19/2015	\$500.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/30/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	3/6/2015	\$348,669.88
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/10/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	4/23/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	5/20/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	6/16/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	7/17/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	8/20/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	9/18/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/13/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	11/13/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	12/11/2015	\$173,000.00
TRICOR SERVICES LLC	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/15/2016	\$173,000.00
WATERMARK TERMINAL SOLUTIONS	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/7/2015	\$500.00
WATERMARK TERMINAL SOLUTIONS	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	10/28/2015	\$500.00
WATERMARK TERMINAL SOLUTIONS	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/6/2016	\$500.00
WATERMARK TERMINAL SOLUTIONS	55 N ARIZONA PL STE 400	CHANDLER	AZ	85225	Affiliated Company	normal course of business	1/7/2016	\$500.00

Exhibit B

**Email Chain Re: Debtor's Refusal to Provide Any
Information**



Daren Brinkman <db@brinkmanlaw.com>

Re: Outer Harbor Document Requests

1 message

Maghakian, Haig <HMaghakian@milbank.com>

Thu, Mar 16, 2017 at 11:20 PM

To: Daren Brinkman <db@brinkmanlaw.com>

Cc: Kevin Ronk <kevin@brinkmanlaw.com>, "Scott J. Leonhardt" <leonhardt@teamrosner.com>, Laura Portillo <laura@brinkmanlaw.com>, "Terranova Fissel, Marisa A. (TerranovaFissel@RLF.com)" <terranovalfissel@rlf.com>, "dean@rlf.com" <dean@rlf.com>, "Mark D. Collins - Richards, Layton & Finger, P.A. (Collins@RLF.com)" <collins@rlf.com>, "Bray, Gregory" <GBray@milbank.com>

Daren: It's our view that the challenge period has expired, including for the committee. As such, the debtor is not going to assist with a time-barred investigation of claims that have been released.

Haig M. Maghakian | Milbank2029 Century Park East, 33rd Floor | Los Angeles, CA 90067

T: +1 424.386.4449 | F: +1 213.892.4749

hmaghakian@milbank.com | www.milbank.com

On Mar 16, 2017, at 4:55 PM, Daren Brinkman <db@brinkmanlaw.com> wrote:

Haig,

I believe you are missing the key phrase from the release:

"...appropriate contested matter against a Released Party by no later than the earlier of (i) sixty (60) days from the date of an official committee's formation for any appointed official committee or (ii) seventy-five (75) days from the date of entry of the Interim Financing Order **for all parties other than an official committee** (the "Investigation Period")..."

Thus, by the terms of the release, the second seventy-five (75) day deadline does NOT apply to the Committee and only the sixty (60) day deadline does. All of the steps have proposed in our previous correspondence is reasonable in light of that impending 60 day deadline.

The Committee respectfully requests that Debtor reconsider the obstructionist position it is taking on the avoidance actions in light of the clear language excluding the Committee from the 75 day deadline.

Sincerely,

Daren Brinkman

Get Outlook for iOS

From: Maghakian, Haig <HMaghakian@milbank.com>**Sent:** Wednesday, March 15, 2017 2:01:54 PM**To:** Daren Brinkman; Laura Portillo; Kevin Ronk; Scott J. Leonhardt**Cc:** Bray, Gregory; Mark D. Collins - Richards, Layton & Finger, P.A. (Collins@RLF.com); Terranova Fissel, Marisa A. (TerranovaFissel@RLF.com); 'dean@rlf.com'**Subject:** RE: Outer Harbor Document Requests

Darren: We are well aware of the particulars of the release language and how it pertains to a committee. Your interpretation of the DIP order ignores the lead-in to clauses (i) and (ii) in the language you quote below. The order clearly states that the challenge deadline (including for the committee, as

you note) is the earlier of (i) the 60th day after the committee's appointment or (ii) the 75th day after entry of the Interim Order. The Interim Order was entered more than a year ago on February 9, 2016, and thus the challenge deadline expired on April 24, 2016 (February 9 plus 75 days). As no challenge was brought by the challenge deadline, any claims against the insiders have been released.

In light of the foregoing, we reiterate our position that any further time spent on claims that have been released (including time spent litigating a motion for standing that has been mooted by the DIP order and the relevant passage of time) will be an improper use of estate resources and ultimately to the detriment of the constituents you represent.

If you would like to discuss further, please feel free to call us.

Please note the new address and telephone number

Haig M. Maghakian | Milbank

2029 Century Park East, 33rd Floor | Los Angeles, CA 90067

T: +1 424.386.4449 | F: +1 213.892.4749

hmaghakian@milbank.com | www.milbank.com

From: Daren Brinkman [mailto:db@brinkmanlaw.com]
Sent: Wednesday, March 15, 2017 1:29 PM
To: Maghakian, Haig
Cc: Laura Portillo; Bray, Gregory; Mark D. Collins - Richards, Layton & Finger, P.A. (Collins@RLF.com); Terranova Fissel, Marisa A. (TerranovaFissel@RLF.com); 'dean@rlf.com'; Kevin Ronk; Scott J. Leonhardt
Subject: Re: Outer Harbor Document Requests

Haig,

I appreciate your open communication with me about this case, but I have to respectfully disagree with your interpretation of the insider transfer action deadline as it pertains to the committee. I reviewed the release language from the DIP Order [Docket 135], and it states:

"The foregoing release shall be binding on the Debtor, its estate (including any successor trustee or other estate representative in this Case or any Successor Case), any party acting by, through or under the Debtor or its estate, and each other party in interest, including, without limitation, any official committee, unless, and solely to the extent that any such party, including any official committee or trustee appointed during such Investigation Period (as defined below), with standing and requisite authority, has timely commenced an adversary proceeding or other appropriate contested matter against a Released Party by no later than the earlier of (i) sixty (60) days from the date of an official committee's formation for any appointed official committee or (ii) seventy-five (75) days from the date of entry of the Interim Financing Order for all parties other than an official committee (the "Investigation Period"); provided, however, that solely with respect to the Port, the Investigation Period shall be extended as provided for in the Settlement Agreement."

The release language, therefore, provides that the official committee has 60 days from its appointment to commence any action on the insider transfers, as I previously defined them. The committee was appointed on January 27, 2017 [Docket 522], and by my calculations, has through and including March 28, 2017 to commence any actions (the "Challenge Deadline"). As you can see, that deadline is fast approaching.

We can understand that your recollection of the stipulation may be off with the passage of time, but, in the spirit of cooperation and with an eye towards keeping down administrative costs in light of this material development, the Committee requests the following common sense steps from the Debtor. First, we would like the Debtor to cooperate in turning over the documents we previously requested from you regarding the insider transfers. Second, we seek a, preferably consensual, adjournment of your March 29th hearing on conditional approval of the Combined Plan and Disclosure Statement, since the prospective outcome of this avoidance action analysis will have a material impact on the disclosure statement. Third, based upon your response to the first two items, we request a consensual extension of the Challenge Deadline or a transfer of the estate's standing to bring such actions. Again, we think the commonsense solution would be to both adjourn the hearing on conditional approval as well as extend the Challenge Deadline. However, we will reluctantly be forced to move forward with a motion on the standing issue, if the Debtor does not cooperate other fronts.

Please let me know if the Debtor will consent to provide the documents, extend the Challenge Deadline and adjourn the hearing date. If not, my office will need to begin preparing motions to achieve these ends.

Sincerely,

Daren R. Brinkman
Brinkman Portillo Ronk, PC
4333 Park Terrace Dr., Ste 205
Westlake Village, CA 91361
Phone: (818) 597-2992
Fax: (818) 597-2998

This email and any files or documents transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential, privileged and/or work product information and is intended only for the individual and/or entity named. If you are not the named addressee you should not disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

Get Outlook for iOS

From: Maghakian, Haig <HMaghakian@milbank.com>
Sent: Tuesday, March 14, 2017 11:47:45 AM
To: Daren Brinkman
Cc: Scott J. Leonhardt; Laura Portillo; Kevin Ronk; Bray, Gregory; Mark D. Collins - Richards, Layton & Finger, P.A. (Collins@RLF.com); Terranova Fissel, Marisa A. (TerranovaFissel@RLF.com); 'dean@rlf.com'
Subject: RE: Outer Harbor Document Requests

Daren: In the spirit of cooperation, the debtor is willing to provide, subject to the committee's execution of an acceptable confidentiality agreement, copies of the various shared services agreements between the debtor and its affiliates and an organizational chart reflecting the relationship between the debtor and the affiliates. We provided you with a draft of the proposed confidentiality agreement yesterday (see attached email).

However, given that any estate claims related to the various "insider transfers" you reference below were long ago released pursuant to the final DIP order, we see no point in expending the estate's limited resources to produce the voluminous documents you've requested below. Furthermore, with respect to the "insider claims", in addition to the shared services agreements, we would point you to the proofs of claim filed by those entities (Claim Nos. 40, 41, 43, 44, 45, 46, 47 and 48), which are available on the Prime Clerk claims register.

If the form of the confidentiality agreement is acceptable to you, please have the committee's members sign it and we will forward the shared services agreements and the organizational chart.

Thanks,

Haig

Please note the new address and telephone number

Haig M. Maghakian | Milbank

2029 Century Park East, 33rd Floor | Los Angeles, CA 90067

T: +1 424.386.4449 | F: +1 213.892.4749

hmaghakian@milbank.com | www.milbank.com

From: Daren Brinkman [mailto:db@brinkmanlaw.com]
Sent: Monday, March 13, 2017 6:50 PM
To: Maghakian, Haig
Cc: Scott J. Leonhardt; Laura Portillo; Kevin Ronk
Subject: Outer Harbor Document Requests

Dear Mr. Maghakian,

Thanks for taking the time to discuss the case with us recently. As I noted at the time, we would like to get documents related to insider transfers and the Kawasaki claim dispute. More specifically, we request the following documents:

- all documents related to transfers to insiders in the 4 years prior to bankruptcy (the "Insider Transfers")(including those disclosed in the statement of financial affairs in the one year

prior to bankruptcy), including (1) all documents related to any obligation of debtor indebtedness related to the Insider Transfers, such as inter company reimbursement agreements, invoices, purchase orders; (2) all documents evidencing the Insider Transfers, such as cancelled checks, bank statements, wire transfer documents, etc.; and (3) all digital records of account payables relating to the Insider Transfers, such as electronic ledgers and electronic accounting files

- All documents relating to the claims of insiders against the estate (the "Insider Claims "), including all documents related to any obligation of debtor indebtedness related to the Insider Claims, such as inter company reimbursement agreements, invoices, purchase orders;
- All documents relating the debtors dispute with Kawasaki or its affiliates (the "Kawasaki Claim") including all documents related to any obligation of debtor indebtedness related to the Insider Claims, such as inter company reimbursement agreements, invoices, purchase orders

In light of the very short continuance involved with the disclosure statement, we would greatly appreciate you promptly turning over these documents as quickly as possible.

Thanks,

Daren

Daren R. Brinkman
Brinkman Portillo Ronk, PC
4333 Park Terrace Dr., Ste 205
Westlake Village, CA 91361
Phone: (818) 597-2992
Fax: (818) 597-2998

This email and any files or documents transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager. This message contains confidential, privileged and/or work product information and is intended only for the individual and/or entity named. If you are not the named addressee you should not

disseminate, distribute or copy this e-mail. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited.

=====
This e-mail message may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

=====
This e-mail message may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

=====
This e-mail message may contain legally privileged and/or confidential information. If you are not the intended recipient(s), or the employee or agent responsible for delivery of this message to the intended recipient(s), you are hereby notified that any dissemination, distribution or copying of this e-mail message is strictly prohibited. If you have received this message in error, please immediately notify the sender and delete this e-mail message from your computer.

Exhibit C

First Set of Requests for Production of Documents

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS TO DEBTOR AND ITS INSIDERS

I. DEFINITIONS

1. The terms "AND" and "OR" should be construed either conjunctively or disjunctively.
2. The terms "RELATING TO" or "CONCERNING" or "REGARDING" shall include: in whole or in part, constituting, containing, embodying, reflecting, identifying, stating, referring to, evidencing, describing, depicting, supporting, involving, recording, memorializing, or in any other way being relevant to the subject matter of the inspection as requested.
3. The term "DOCUMENT" as used herein, shall include all items as listed under Fed.R.Evid. 1001 including, but not limited to the following:
 - a. Papers, books, journals, ledgers, statements, memoranda, reports, invoices, worksheets, work papers, notes, transcriptions of notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, pocket calendars, lists, logs, publications, advertisements, instructions, minutes, orders, purchase orders, messages, resumes, summaries, agreements, contracts, telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes, transcriptions of tapes or recordings, computer tapes, disks, chips, drives, or any other writings or tangible things on which any handwriting, typing, printing, photographic, photo copy, or other forms of communications or information that are recorded or reproduced, as well as all notations of the foregoing;
 - b. E-mails, voicemails, instant electronic messaging, computer mediated communications, text messages, word processing documents (that are not already being produced in paper form), databases, spreadsheets, computer system records, active and deleted computer files, and other information recorded on computer discs, backup tapes and disks, archival tapes and disks, lap tops, home computers, personal digital assistants, cell phones, and other satellite locations;
 - c. Original and all other copies not absolutely identical;
 - d. All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not;
 - e. All materials falling within the definition of Fed.R.Evid. 26 and 34.
4. The term "AFFILIATE" shall be defined as it is defined in the Bankruptcy Code at 11 U.S.C. § 101(2).
5. The term "BANKRUPTCY CASE" shall mean and refer to the case filed on behalf of DEBTOR in the United States Bankruptcy Court for the District of Delaware, which bears case number 16-10283.

6. The term "DEBTOR" shall mean Outer Harbor Terminal, LLC;

7. The term "INSIDER" shall mean and refer to the companies and individuals listed on the DEBTOR's Statement of Financial Affairs, Part 2, Question 4, which are: Deep Water Port Services, Embarcadero Systems Corp., Heather Stack, HHH Ports Holdings, LP, Jeffrey Theobald, Marine Terminals Corp., Marine Terminals Corp. Holdings, Mediterranean Shipping Company, Inc., Port Newark Container Terminal, Ports America, Ports America Chesapeake, LLC, Ports America Group, Inc., Ports America Management, Ports America Shared Services, Ports Insurance Company, Inc., Smart-Tec, Terminal Maintenance Co., LLC, Tricor Services, LLC, and Watermark Terminal Solutions.

8. The term "KAWASAKI" shall mean and refer to Kawasaki Kisen Kaisha, Ltd., party to certain agreement(s) with DEBTOR, and all of its AFFILIATES.

9. The term "KAWASAKI DISPUTE" shall mean and refer to the dispute between DEBTOR and KAWASAKI that RELATES TO the claim filed by KAWASAKI against DEBTOR, which appears at Claim Number 22 on the claims register.

10. The term "MOTION" shall mean and refer to the Motion of the Official Committee of Unsecured Creditors for an Order Directing Debtor and its Insiders to Produce Documents, Appear at Depositions, and Respond to Other Discovery.

11. The term "PETITION DATE" shall refer to February 1, 2016.

II. DOCUMENTS TO BE PRODUCED

REQUEST FOR PRODUCTION NO. 1

Any and all DOCUMENTS evidencing or RELATING TO transfers made by DEBTOR to INSIDERS in the four years prior to the PETITION DATE, including, without limitation, cancelled checks, bank statements, wire transfer documents, or cash receipts.

REQUEST FOR PRODUCTION NO. 2

Any and all DOCUMENTS evidencing or RELATING TO transfers made by DEBTOR to any of DEBTOR's AFFILIATES in the four years prior to the PETITION DATE, including, without limitation, cancelled checks, bank statements, wire transfer documents, or cash receipts.

REQUEST FOR PRODUCTION NO. 3

Any and all DOCUMENTS demonstrating any obligation of DEBTOR or any indebtedness of DEBTOR to INSIDERS in the four years prior to the PETITION DATE, including, but not limited to, inter-company reimbursement agreements, invoices, and purchase orders.

REQUEST FOR PRODUCTION NO. 4

Any and all DOCUMENTS demonstrating any obligation of DEBTOR or any indebtedness of DEBTOR to DEBTOR's AFFILIATES in the four years prior to the PETITION DATE, including, but not limited to, inter-company reimbursement agreements, invoices, and purchase orders.

REQUEST FOR PRODUCTION NO. 5

Any and all digital records of accounts payable RELATING TO transfers from DEBTOR to INSIDERS in the four year period prior to the PETITION DATE, including, without limitation to, electronic ledgers and electronic accounting files.

REQUEST FOR PRODUCTION NO. 6

Any and all digital records of accounts payable RELATING TO transfers from DEBTOR to any of DEBTOR's AFFILIATES in the four year period prior to the PETITION DATE, including, without limitation to, electronic ledgers and electronic accounting files.

REQUEST FOR PRODUCTION NO. 7

Any and all DOCUMENTS evidencing or RELATING TO the transaction or transactions that led to DEBTOR signing any contracts or agreements of any type, including, but not limited to, inter-company reimbursement agreements, with any of its INSIDERS, including, but not limited to, any requests for bids, bids received, offer sheets, price schedules, research on fair market pricing, pricing schemes, and copies of similar contracts between other parties in the same industry as DEBTOR.

REQUEST FOR PRODUCTION NO. 8

Any and all DOCUMENTS evidencing or RELATING TO the transaction or transactions that led to DEBTOR signing any contracts or agreements of any type, including, but not limited to, inter-company reimbursement agreements, with any of its AFFILIATES, including, but not limited to, any requests for bids, bids received, offer sheets, price schedules, research on fair market pricing, pricing schemes, and copies of similar contracts between other parties in the same industry as DEBTOR.

REQUEST FOR PRODUCTION NO. 9

Any and all DOCUMENTS evidencing or RELATING TO claims made by INSIDERS against DEBTOR in this BANKRUPTCY CASE, including, but not limited to, any contracts, inter-company reimbursement agreements, invoices, purchase orders, or agreements to pay INSIDERS in any amount for any reason.

REQUEST FOR PRODUCTION NO. 10

Any and all DOCUMENTS evidencing or RELATING TO the KAWASAKI DISPUTE, including, but not limited to, any contracts, inter-company reimbursement agreements, invoices, and purchase orders.

REQUEST FOR PRODUCTION NO. 11

Any and all DOCUMENTS evidencing or RELATING TO directors' and officers' liability insurance relating to the DEBTOR, its AFFILIATES or the INSIDERS.

REQUEST FOR PRODUCTION NO. 12

All minutes from any meeting of the DEBTOR'S directors/officers/managers discussing the transfers or entering into the signing of any contracts or transactions with Insiders or Affiliates.

Exhibit D

**First Set of Combined Requests for Admissions and
Interrogatories (Debtor)**

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FIRST SET OF
COMBINED REQUESTS FOR ADMISSIONS AND INTERROGATORIES TO DEBTOR**

I. INSTRUCTION FOR REQUESTS FOR ADMISSIONS

1. If Debtor fails to respond or object to any request within 30 days of service of the Requests, the matter shall be deemed admitted under FRCP 36.
2. As is more fully set out in Rule 36(a), the Debtor must admit or deny each request, and, where necessary, specify the parts of each request to which it objects or cannot in good faith admit or deny.
3. If the Debtor objects to only part of a Request, it must admit or deny the remainder of the Request.
4. In the event that the Debtor objects to or denies any Request or portion of a Request, the Debtor must state the reasons for its objection or denial.
5. These Requests shall be deemed continuing and supplemental answers shall be required if you directly or indirectly obtain further information after your initial response as provided by FRCP 26(e).

II. INSTRUCTIONS FOR INTERROGATORIES

1. These Interrogatories seek information that is currently within your knowledge, or determinable by you from persons or information within your control. If you currently possess insufficient information to answer completely any interrogatory, provide all responsive information that is currently available. If you currently possess no information responsive to an Interrogatory, so state.
2. When responding to each Interrogatory, restate in full each Interrogatory prior to your response.
3. If You object to or for some other reason decline to set forth in your responses any of the information requested by these Interrogatories, state specifically the reason for such objection or position so taken. In the event you object to any request, respond to that request to the extent your objection does not cover all information requested thereunder.
4. If any information requested in these Interrogatories is withheld based on a claim of privilege, provide a statement of the claim of privilege, and all facts relied on in support of that claim with sufficient particularity to enable the Court to adjudicate the validity of any such

claim or objection. Any part of any answer to which you do not claim privilege should be responded to.

5. These Interrogatories shall be deemed continuing so as to require prompt supplementation or amendment if you learn that the information provided is in some material respect incomplete or incorrect or obtain further or different information response to any of them.

III. DEFINITIONS

These definitions should be used in responding to both the Requests for Admissions and the Interrogatories.

1. The terms “AND” and “OR” should be construed either conjunctively or disjunctively.

2. The terms “RELATING TO” or “CONCERNING” or “REGARDING” shall include: in whole or in part, constituting, containing, embodying, reflecting, identifying, stating, referring to, evidencing, describing, depicting, supporting, involving, recording, memorializing, or in any other way being relevant to the subject matter of the inspection as requested.

3. The term “DOCUMENT” as used herein, shall include all items as listed under Fed.R.Evid. 1001 including, but not limited to the following:

- a. Papers, books, journals, ledgers, statements, memoranda, reports, invoices, worksheets, work papers, notes, transcriptions of notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, pocket calendars, lists, logs, publications, advertisements, instructions, minutes, orders, purchase orders, messages, resumes, summaries, agreements, contracts, telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes, transcriptions of tapes or recordings, computer tapes, disks, chips, drives, or any other writings or tangible things on which any handwriting, typing, printing, photographic, photo copy, or other forms of communications or information that are recorded or reproduced, as well as all notations of the foregoing;
- b. E-mails, voicemails, instant electronic messaging, computer mediated communications, text messages, word processing documents (that are not already being produced in paper form), databases, spreadsheets, computer system records, active and deleted computer files, and other information recorded on computer discs, backup tapes and disks, archival tapes and disks, lap tops, home computers, personal digital assistants, cell phones, and other satellite locations;
- c. Original and all other copies not absolutely identical;

- d. All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not;
 - e. All materials falling within the definition of Fed.R.Evid. 26 and 34.
4. The term "AFFILIATE" shall be defined as it is defined in the Bankruptcy Code at 11 U.S.C. § 101(2).
5. The term "BANKRUPTCY CASE" shall mean and refer to the case filed on behalf of DEBTOR in the United States Bankruptcy Court for the District of Delaware, which bears case number 16-10283.
6. The term "DEBTOR" or "YOU" or "YOUR" shall mean Outer Harbor Terminal, LLC;
7. "Describe in detail," "state the factual basis," "describe the basis," "state all facts," "state your understanding," or similar phrases with respect to an allegation, contention or other reference, shall mean to state in detail those facts: (a) to the extent of your present knowledge, whatever the source; (b) which you can ascertain by a diligent search; or (c) whose probable existence is known to you although you have not yet fully apprised yourself of the truth.
8. The term "INSIDER" shall mean and refer to the companies and individuals listed on the DEBTOR's Statement of Financial Affairs, Part 2, Question 4, which are: Deep Water Port Services, Embarcadero Systems Corp., Heather Stack, HHH Ports Holdings, LP, Jeffrey Theobald, Marine Terminals Corp., Marine Terminals Corp. Holdings, Mediterranean Shipping Company, Inc., Port Newark Container Terminal, Ports America, Ports America Chesapeake, LLC, Ports America Group, Inc., Ports America Management, Ports America Shared Services, Ports Insurance Company, Inc., Smart-Tec, Terminal Maintenance Co., LLC, Tricor Services, LLC, and Watermark Terminal Solutions.
9. The term "KAWASAKI" shall mean and refer to Kawasaki Kisen Kaisha, Ltd., party to certain agreement(s) with DEBTOR, and all of its AFFILIATES.
10. The term "KAWASAKI DISPUTE" shall mean and refer to the dispute between DEBTOR and KAWASAKI that RELATES TO the claim filed by KAWASAKI against DEBTOR, which appears at Claim Number 22 on the claims register.
11. The term "MOTION" shall mean and refer to the Motion of the Official Committee of Unsecured Creditors for an Order Directing Debtor and its Insiders to Produce Documents, Appear at Depositions, and Respond to Other Discovery.
12. The term "PETITION DATE" shall refer to February 1, 2016.

IV. REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1

Admit that, for each contract between YOU and any of YOUR INSIDERS, YOU did not solicit any competing bids.

REQUEST FOR ADMISSION NO. 2

Admit that, for each contract between YOU and any of YOUR AFFILIATES, YOU did not solicit any competing bids.

REQUEST FOR ADMISSION NO. 3

Admit that, for each contract signed between YOU and any of YOUR INSIDERS, YOU did not obtain a fair market value analysis of the contract.

REQUEST FOR ADMISSION NO. 4

Admit that, for each contract signed between YOU and any of YOUR AFFILIATES, YOU did not obtain a fair market value analysis of the contract.

REQUEST FOR ADMISSION NO. 5

Admit that YOU transacted with INSIDERS outside of a formal contract.

REQUEST FOR ADMISSION NO. 6

Admit that YOU transacted with AFFILIATES outside of a formal contract.

REQUEST FOR ADMISSION NO. 7

Admit that YOU transferred over \$25 million to INSIDERS and/or AFFILIATES in the 1 year prior to the Petition Date.

REQUEST FOR ADMISSION NO. 8

Admit that, for each contract between YOU and any of YOUR INSIDERS, YOU and YOUR INSIDERS were not separately represented by counsel.

REQUEST FOR ADMISSION NO. 9

Admit that, for each contract between YOU and any of YOUR AFFILIATES, YOU and YOUR AFFILIATES were not separately represented by counsel.

REQUEST FOR ADMISSION NO. 10

Admit that YOUR transfer of over \$25 million to INSIDERS and/or AFFILIATES in the 1 year prior to the Petition Date was for less than fair consideration.

V. INTERROGATORIES

INTERROGATORY NO. 1

Identify and provide contact information for all individuals who have knowledge of the transfers to DEBTOR's INSIDERS AND/OR AFFILIATES.

INTERROGATORY NO. 2

Identify all INSIDERS with whom DEBTOR has had a contract since February 1, 2012.

INTERROGATORY NO. 3

Identify all AFFILIATES with whom DEBTOR has had a contract since February 1, 2012.

INTERROGATORY NO. 4

Identify all INSIDERS with whom DEBTOR transacted business without a contract since February 1, 2012.

INTERROGATORY NO. 5

Identify all AFFILIATES with whom DEBTOR transacted business without a contract since February 1, 2012.

INTERROGATORY NO. 6

Describe in detail the reasons why DEBTOR transferred \$2,681,035.82 to Ports America Group, Inc. in April 2015 when DEBTOR did not transfer more than \$1 million to Ports America Group, Inc. during any other month in 2015.

INTERROGATORY NO. 7

Describe all transfers (date/amount/reason for transfer/nature of antecedent debt) between the DEBTOR and any INSIDER and/or AFFILIATE since February 12, 2012.

INTERROGATORY NO. 8

Describe all director and officers' liability policies in place as of the PETITION DATE.

INTERROGATORY NO. 9

If any of the DEBTOR'S directors, managers, or officers also serve as directors/officers/managers of any INSIDER or AFFILIATE please describe the position(s) they hold with the DEBTOR and each applicable INSIDER and/or AFFILIATE.

INTERROGATORY NO. 10

If you contend that any of the transfers is immune or insulated from avoidance under chapter 5 of the Bankruptcy Code state all basis for your contention.

INTERROGATORY NO. 11

If DEBTOR'S response to any Request to Admit is anything other than an unqualified admission, then separately for any such request, describe in detail the reasons that the DEBTOR'S are unable to admit the request and identify all Documents supporting your contention.

Exhibit E

**First Set of Combined Requests for Admissions and
Interrogatories (Insiders)**

**THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS' FIRST SET OF
COMBINED REQUESTS FOR ADMISSIONS AND INTERROGATORIES TO
DEBTOR'S INSIDERS AND AFFILIATES**

I. INSTRUCTION FOR REQUESTS FOR ADMISSIONS

1. If Debtor fails to respond or object to any request within 30 days of service of the Requests, the matter shall be deemed admitted under FRCP 36.

2. As is more fully set out in Rule 36(a), the Debtor must admit or deny each request, and, where necessary, specify the parts of each request to which it objects or cannot in good faith admit or deny.

3. If the Debtor objects to only part of a Request, it must admit or deny the remainder of the Request.

4. In the event that the Debtor objects to or denies any Request or portion of a Request, the Debtor must state the reasons for its objection or denial.

5. These Requests shall be deemed continuing and supplemental answers shall be required if you directly or indirectly obtain further information after your initial response as provided by FRCP 26(e).

II. INSTRUCTIONS FOR INTERROGATORIES

1. These Interrogatories seek information that is currently within your knowledge, or determinable by you from persons or information within your control. If you currently possess insufficient information to answer completely any interrogatory, provide all responsive information that is currently available. If you currently possess no information responsive to an Interrogatory, so state.

2. When responding to each Interrogatory, restate in full each Interrogatory prior to your response.

3. If You object to or for some other reason decline to set forth in your responses any of the information requested by these Interrogatories, state specifically the reason for such objection or position so taken. In the event you object to any request, respond to that request to the extent your objection does not cover all information requested thereunder.

4. If any information requested in these Interrogatories is withheld based on a claim of privilege, provide a statement of the claim of privilege, and all facts relied on in support of

that claim with sufficient particularity to enable the Court to adjudicate the validity of any such claim or objection. Any part of any answer to which you do not claim privilege should be responded to.

5. These Interrogatories shall be deemed continuing so as to require prompt supplementation or amendment if you learn that the information provided is in some material respect incomplete or incorrect or obtain further or different information response to any of them.

III. DEFINITIONS

These definitions should be used in responding to both the Requests for Admissions and the Interrogatories.

1. The terms “AND” and “OR” should be construed either conjunctively or disjunctively.
2. The terms “RELATING TO” or “CONCERNING” or “REGARDING” shall include: in whole or in part, constituting, containing, embodying, reflecting, identifying, stating, referring to, evidencing, describing, depicting, supporting, involving, recording, memorializing, or in any other way being relevant to the subject matter of the inspection as requested.
3. The term “DOCUMENT” as used herein, shall include all items as listed under Fed.R.Evid. 1001 including, but not limited to the following:
 - a. Papers, books, journals, ledgers, statements, memoranda, reports, invoices, worksheets, work papers, notes, transcriptions of notes, letters, correspondence, abstracts, checks, diagrams, plans, blueprints, specifications, pictures, drawings, films, photographs, graphic representations, diaries, calendars, desk calendars, pocket calendars, lists, logs, publications, advertisements, instructions, minutes, orders, purchase orders, messages, resumes, summaries, agreements, contracts, telegrams, telexes, cables, recordings, audio tapes, magnetic tapes, visual tapes, transcriptions of tapes or recordings, computer tapes, disks, chips, drives, or any other writings or tangible things on which any handwriting, typing, printing, photographic, photo copy, or other forms of communications or information that are recorded or reproduced, as well as all notations of the foregoing;
 - b. E-mails, voicemails, instant electronic messaging, computer mediated communications, text messages, word processing documents (that are not already being produced in paper form), databases, spreadsheets, computer system records, active and deleted computer files, and other information recorded on computer discs, backup tapes and disks, archival tapes and disks, lap tops, home computers, personal digital assistants, cell phones, and other satellite locations;
 - c. Original and all other copies not absolutely identical;

- d. All drafts and notes (whether typed, handwritten or otherwise) made or prepared in connection with such documents, whether used or not;
 - e. All materials falling within the definition of Fed.R.Evid. 26 and 34.
4. The term "AFFILIATE" shall be defined as it is defined in the Bankruptcy Code at 11 U.S.C. § 101(2).
5. The term "BANKRUPTCY CASE" shall mean and refer to the case filed on behalf of DEBTOR in the United States Bankruptcy Court for the District of Delaware, which bears case number 16-10283.
6. The term "DEBTOR" shall mean Outer Harbor Terminal, LLC;
7. The terms "INSIDER" and shall mean and refer to each of the companies and individuals listed on the DEBTOR's Statement of Financial Affairs, Part 2, Question 4, which are: Deep Water Port Services, Embarcadero Systems Corp., Heather Stack, HHH Ports Holdings, LP, Jeffrey Theobald, Marine Terminals Corp., Marine Terminals Corp. Holdings, Mediterranean Shipping Company, Inc., Port Newark Container Terminal, Ports America, Ports America Chesapeake, LLC, Ports America Group, Inc., Ports America Management, Ports America Shared Services, Ports Insurance Company, Inc., Smart-Tec, Terminal Maintenance Co., LLC, Tricor Services, LLC, and Watermark Terminal Solutions.
8. The term "KAWASAKI" shall mean and refer to Kawasaki Kisen Kaisha, Ltd., party to certain agreement(s) with DEBTOR, and all of its AFFILIATES.
9. The term "KAWASAKI DISPUTE" shall mean and refer to the dispute between DEBTOR and KAWASAKI that RELATES TO the claim filed by KAWASAKI against DEBTOR, which appears at Claim Number 22 on the claims register.
10. The term "MOTION" shall mean and refer to the Motion of the Official Committee of Unsecured Creditors for an Order Directing Debtor and its Insiders to Produce Documents, Appear at Depositions, and Respond to Other Discovery.
11. The term "PETITION DATE" shall refer to February 1, 2016.
12. The terms "YOU" and "YOUR" shall mean and include each INSIDER and any each AFFILIATE of DEBTOR.

IV. REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1

Admit that, for each contract between YOU and DEBTOR, DEBTOR did not solicit any competing bids.

REQUEST FOR ADMISSION NO. 2

Admit that, for each contract signed between YOU and DEBTOR, DEBTOR did not obtain a fair market value analysis of the contract.

REQUEST FOR ADMISSION NO. 3

Admit that YOU transacted with DEBTOR outside of a formal contract.

V. INTERROGATORIES

INTERROGATORY NO. 1

Identify and provide contact information for all individuals who have knowledge of the transfers made from the DEBTOR to YOU within the four years prior to the PETITION DATE.

INTERROGATORY NO. 2

Identify all INSIDERS with whom DEBTOR has had a contract since February 1, 2012.

INTERROGATORY NO. 3

Identify all AFFILIATES with whom DEBTOR has had a contract since February 1, 2012.

INTERROGATORY NO. 4

Identify all INSIDERS with whom DEBTOR has transacted business without a contract since February 1, 2012.

INTERROGATORY NO. 5

Identify all AFFILIATES with whom DEBTOR has transacted business without a contract since February 1, 2012.

INTERROGATORY NO. 6

Describe the reasons why DEBTOR transferred \$2,681,035.82 to Ports America Group, Inc. in April 2015 when DEBTOR did not transfer more than \$1 million to Ports America Group, Inc. during any other month in 2015.

INTERROGATORY NO. 7

Describe all transfers (date/amount/reason for transfer) between the DEBTOR and YOU since February 12, 2012.

INTERROGATORY NO. 8

If any of the DEBTOR'S directors, managers, or officers also serve as directors/officers/managers of YOU please describe the position(s) they hold with the DEBTOR and YOU

INTERROGATORY NO. 9

If you contend that any of the transfers is not subject to avoidance under chapter 5 of the Bankruptcy Code state all basis for your contention.

INTERROGATORY NO. 10

If YOU denied any of the Requests for Admission, provide all facts supporting the denial.

Proposed Order

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

<p>In re:</p> <p>OUTER HARBOR TERMINAL, LLC</p> <p style="text-align: right;">Debtor.¹</p>	<p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p> <p>:</p>	<p>Chapter 11</p> <p>Case No. 16-10283 (LSS)</p> <p>Re: D.I. _____</p>
---	--	--

**ORDER GRANTING MOTION OF THE OFFICIAL COMMITTEE OF UNSECURED
CREDITORS FOR AN ORDER DIRECTING DEBTOR AND ITS INSIDERS TO
PRODUCE DOCUMENTS, APPEAR AT DEPOSITIONS, AND RESPOND TO
OTHER DISCOVERY**

Upon the motion (the "Motion") of the Official Committee of Unsecured Creditors (the "Committee") of Outer Harbor Terminal, LLC, debtor and debtor-in-possession ("Debtor"), for entry of an order, pursuant to 11 U.S.C. §§ 105(a) and 1103, Rules 2004, 9014, 7026, 7030, 7033, 7034, and 7036 of the Federal Rules of Bankruptcy Procedure ("FRBP"), Rules 26, 30, 33, 34, and 36 of the Federal Rules of Civil Procedure ("FRCP"), and Rules 2004-1, 7026-1, and 7030-1 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware ("Local Rules"), directing the Debtor and its Insiders to appear at depositions, produce documents, and respond to other discovery as set forth in the discovery requests attached to the Motion; and adequate notice of this Motion having been given under the circumstances; and it appearing that no other or further notice is necessary; and the Court having jurisdiction to consider this Motion; and upon the record in these proceedings; and after due deliberation;

IT IS HEREBY ORDERED THAT:

¹ The last four digits of the Debtor's federal tax identification number are 2070. The Debtor's principal place of business is located at 1599 Maritime Street, Oakland, CA 94607.

1. The Motion is GRANTED.

2. The Debtor and its directors, officers, agents, Insiders,² and all persons acting in concert with Debtor (each a "Producing Party") are directed to produce all documents that are responsive to the First Set of Requests for Production of Documents attached to the Motion at Exhibit C and shall deliver such documents or other responses within ten (10) business days of entry of this order to:

Daren R. Brinkman, Esq.
Brinkman Portillo Ronk, APC
4333 Park Terrace Drive, Suite 205
Westlake Village, CA 91361

Or, if an agreement is reached between counsel for the Committee and the Producing Party, production is ordered at such other time and place as may be agreed upon.

3. If a Producing Party withholds any documents based on a claim of privilege, that Producing Party shall provide counsel for the Committee with a privilege log containing the information required under FRBP 9016 and Federal Rule of Civil Procedure 45(e)(2) at the time and place of production.

4. The Debtor is further directed to provide a full and complete response or objection to each of the questions presented in the First Set of Combined Requests for Admissions and Interrogatories at Exhibit D. The Debtor shall deliver its responses or objections within ten (10) business days of entry of this order to:

Daren R. Brinkman, Esq.
Brinkman Portillo Ronk, APC
4333 Park Terrace Drive, Suite 205
Westlake Village, CA 91361

Or, if an agreement is reached between counsel for the Committee and Debtor, production is ordered at such other time and place as may be agreed upon.

5. Each Insider is further directed to provide a full and complete response or objection to each of the questions presented in the First Set of Combined Requests for Admissions and Interrogatories at Exhibit E. Each Insider shall deliver its responses or objections within ten (10) business days of entry of this order to:

Daren R. Brinkman, Esq.
Brinkman Portillo Ronk, APC
4333 Park Terrace Drive, Suite 205
Westlake Village, CA 91361

Or, if an agreement is reached between counsel for the Committee and such Insider, production is ordered at such other time and place as may be agreed upon.

6. Each Producing Party that is not an individual is further directed to designate a representative to answer questions at a deposition that will be conducted by counsel to the Committee.

7. Each Producing Party and the Committee are further directed to work together to arrange a mutually agreeable time and place to hold a deposition of each individual or designated representative. Such depositions shall take place after production of documents is completed.

8. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

9. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

Dated: _____, 2017
Wilmington, Delaware

Honorable Laurie Selber Silverstein
United States Bankruptcy Judge

² All capitalized terms not defined herein shall have the meanings given to them in the Motion.