

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

**In re:**

**TROVERCO, INC.,**

**Debtor.**

**Chapter 11  
Case No. 17-44474-705**

**DEBTOR'S SECOND AMENDED CHAPTER 11 PLAN OF REORGANIZATION  
DATED JANUARY 29, 2018**

**Eric C. Peterson MO Bar No. 62429**

**Lisa A. Epps MO Bar No. 48544**

**Ryan C. Hardy MO Bar No. 62926**

**SPENCER FANE LLP**

**1 North Brentwood Boulevard, 10<sup>th</sup> Floor**

**Saint Louis, MO 63105**

**Telephone: (314) 863-7733**

**Facsimile: (314) 862-4656**

**epeterson@spencerfane.com**

**lepps@spencerfane.com**

**rhardy@spencerfane.com**

**ATTORNEYS FOR THE DEBTOR**

**Date: January 29, 2018**

## INTRODUCTION

Debtor and debtor-in-possession Troverco, Inc. (the “Debtor”) proposes the following First Amended Plan of Reorganization (the “Plan”)<sup>1</sup> pursuant to Section 1121 of the Bankruptcy Code. Reference is made to the Disclosure Statement for risk factors and a summary and analysis of the Plan and certain related matters. The Debtor is the proponent of the Plan within the meaning of Section 1129 of the Bankruptcy Code. The Plan provides for the Debtor’s assets to be vested in the reorganized debtor (the “Reorganized Debtor”), and for the Reorganized Debtor to continue in operation.

After the Petition Date, Insiders of the Debtor, through a newly formed entity, Triple Sticks Financing, supplied a debtor-in-possession financing facility in the amount of \$1.5 million. Pursuant to the Plan, the Insiders, through the Debtor’s pre-Petition Date Interest holder, Troverco Holding Company, will also supply Cash at confirmation of the Plan for purposes of paying certain administrative claims, in part. The Reorganized Debtor will assume all post-Petition Date Ordinary Course Administrative Claims and will pay them as they come due following the Effective Date. The Insiders will also provide additional funding at and following the Effective Date to sustain the Reorganized Debtor’s operations following the Effective Date. In order to ensure a distribution to holders of General Unsecured Claims, the Reorganized Debtor will, at the Effective Date, execute the Plan Note in favor of the Plan Trust in the amount of \$1 million. The Plan Note will be guaranteed by Joseph Trover. Triple Sticks Financing, as DIP Lender, will subordinate its right to payment to the Plan Note. Additionally, certain executives or former executives and officers of the Debtor, including, without limitation, Joseph Trover and Dale Musick, will further agree to subordinate payment of their General Unsecured Claims to the Claims of general unsecured creditors. Such subordinated Insider claims total over \$2 million in aggregate. Additional Property will vest in the Plan Trust at the Effective Date. Such Property includes, without limitation, all non-released Avoidance Actions, together with other non-released actions or Claims the Debtor held or may have held. The term of the Plan Note shall run for a period of five (5) years from the first payment (the “Note Term”). The Reorganized Debtor will pay, in quarterly installments, 100 percent of its “excess cash flow” to the Plan Trust until all Allowed 503(b)(9) Claims are paid in full. Thereafter, the Reorganized Debtor will pay, in quarterly installments, 50 percent of its “excess cash flow” to the Plan Trust until the end of the Note Term. At the conclusion of the Note Term, the Plan Trust shall have recourse to the Trover Guaranty in the event recoveries during the Note Term total less than \$1 million in the aggregate. Except as otherwise provided by order of the Bankruptcy Court, distributions will occur on the Effective Date or as soon thereafter as is practicable and at various intervals thereafter. The Plan gives releases for Avoidance Actions to the Insiders, holders of Allowed Section 503(b)(9) Claims and holders of Allowed PACA Claims.

Subject to the restrictions on modifications set forth in Section 1127 of the Bankruptcy Code and Bankruptcy Rule 3019, the Debtor expressly reserves the right to alter, amend or modify the Plan, one or more times, before its substantial consummation.

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<sup>1</sup> This Second Amended Plan amends and supersedes the Chapter 11 Plan of Reorganization Dated December 19, 2017. All references to the “Plan” herein shall be deemed to refer to this First Amended Plan.

**All holders of Claims against, and Interests in the Debtor are encouraged to read the Plan, the Disclosure Statement and the related solicitation materials in their entirety before voting to accept or reject the Plan.**

## **ARTICLE I DEFINITIONS**

**1.1. Scope of Definitions.** As used in the Plan, the following terms shall have the respective meanings specified below. Whenever the context requires, such terms shall include the plural as well as the singular number, the masculine gender shall include the feminine and the feminine gender shall include the masculine.

“Administrative Claim” shall mean a Claim under Sections 503(b) or 1114(e)(2) of the Bankruptcy Code that is entitled to priority under Section 507(a)(2) of the Bankruptcy Code, including, but not limited to, claims arising under Section 503(b)(9) of the Bankruptcy Code and any actual and necessary expenses of operating the business of the Debtor or preserving the Estate incurred after the Petition Date, but not including Fee Claims.

“Allowed Claim” shall mean: (a) any Claim, proof of which is Filed with the Bankruptcy Court on or before the Claims Bar Date, Rejection Claim Bar Date, or which has been or hereafter is listed in the Schedules by Debtor as liquidated in amount and not disputed or contingent and which, in either case, is a Claim as to which no objection to the allowance thereof has been Filed on or before the Claim Objection Deadline, or as to which any objection has been determined by Final Order of the Bankruptcy Court (allowing such Claim in whole or in part), or (b) a Claim that is allowed (i) in any contract, instrument, or other agreement entered into in connection with the Plan, (ii) in a Final Order or (iii) pursuant to the terms of the Plan, including, but not limited to, the settlement procedures set forth in the Plan. In accordance with Section 502(d) of the Bankruptcy Code, a Claim held by any Person that is subject to an Avoidance Action shall not be an Allowed Claim until such time as the avoidable transfer is returned, a final determination is made by the Bankruptcy Court that no avoidable transfer exists, or an agreement or settlement with respect thereto is reached between the Debtor and/or the Plan Trustee and such Person.

“Allowed Non-Insider Claims” means all Allowed Unclassified Claims and all Allowed Class 1, 2 and 4 Claims.

“Allowed Section 503(b)(9) Claims” shall mean those claims set forth at Plan Section 3.3.

“Avoidance Actions” shall mean any and all Claims and causes of action of Debtor as of the Effective Date, arising under the Bankruptcy Code, including, without limitation, Sections 544 through 551 and 553.

“Ballot” shall mean the form or forms that will be distributed along with the Disclosure Statement to holders of Allowed Claims in Classes that are Impaired under the Plan and entitled to vote, which the holders of Impaired Claims may use to vote to accept or reject the Plan.

“Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101 *et seq.*, as now in effect or amended.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the Eastern District of Missouri, in Saint Louis, Missouri.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, in accordance with the provisions of 28 U.S.C. § 2075, as now in effect or amended, and the local rules of the Bankruptcy Court, as now in effect or amended.

“Bar Dates” shall mean the Claims Bar Date and the Rejection Claim Bar Date.

“Beneficiaries” shall mean those holders of Allowed Claims entitled to receive a distribution from the Plan Trust pursuant to the Plan and the Plan Trust Agreement.

“Business Day” shall mean any day other than a Saturday, Sunday or “legal holiday” as such term is defined in Bankruptcy Rule 9006.

“Cash” shall mean cash and cash equivalents, including, but not limited to, wire transfers, checks and other readily marketable direct obligations of the United States of America and certificates of deposit issued by banks.

“Chapter 11 Case” shall mean the Chapter 11 case initiated in the Bankruptcy Court by the Debtor.

“Claim” shall mean a claim against the Debtor, whether or not asserted, as defined in Section 101(5) of the Bankruptcy Code.

“Claim Objection Deadline” shall mean the date that is 120 days after the Effective Date, as such deadline may be extended from time to time in accordance with the Plan.

“Class” shall mean a category of holders of Claims or Interests, which are substantially similar in nature to each other, as classified pursuant to Article III of the Plan.

“Class 4 Excess Cash Flow Payments” means those Excess Cash Flow Payments made by the Reorganized Debtor to the Plan Trust, consisting of 50 percent of Excess Cash Flow, beginning on the 30<sup>th</sup> day of the month following the calendar quarter during which the Reorganized Debtor shall have completed the PACA/503(b)(9) Excess Cash Flow Payment and continuing throughout the remainder of the Excess Cash Flow Commitment.

“Class 6 Contribution” shall mean that certain contribution by Trover Holding Company to the Plan Trust in the amount of \$550,000.

“Committee” shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case in accordance with Section 1102 of the Bankruptcy Code, as reconstituted from time to time and existing as of the Confirmation Date.

“Confirmation” shall mean the entry of the Confirmation Order on the docket in the Chapter 11 Case.

“Confirmation Date” shall mean the date of entry of the Confirmation Order on the docket in the Chapter 11 Case.

“Confirmation Hearing” shall mean the hearing to confirm the Plan.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to Section 1129 of the Bankruptcy Code.

“Convenience Class Claims” means all General Unsecured Claims of \$500 or less or any General Unsecured Claim of more than \$500 where such Claimant elects on the Ballot to voluntarily reduce the amount of its General Unsecured Claim to \$500.

“Creditor” shall mean any Person having a Claim against the Debtor, including, without limitation, a Claim that arose on or before the Petition Date or a Claim against (or administrative expense of) the Estate of any kind specified in Sections 502(g), 502(h), 502(i), or 503 of the Bankruptcy Code.

“Debtor” shall mean Troverco, Inc., as debtor and debtor-in-possession in the Chapter 11 Case, under Sections 1107 and 1108 of the Bankruptcy Code.

“Disclosure Statement” shall mean the disclosure statement with respect to the Plan, as approved by the Bankruptcy Court as containing “adequate information” in accordance with section 1125 of the Bankruptcy Code, including all exhibits and any amendments or modifications.

“Disputed Claim” shall mean any Claim (i) as to which an objection has been Filed on or before the Claim Objection Deadline and that has not been Allowed; (ii) that has been listed in the Schedules as disputed, contingent or unliquidated, and which has not otherwise been Allowed; or (iii) which is the subject of an Avoidance Action as contemplated by Section 502(d) of the Bankruptcy Code.

“DIP Lender” means Triple Sticks Financing, LLC.

“DIP Order” means the order entered by the Bankruptcy Court on October 17, 2017 (Docket No. 166) wherein the Debtor was authorized to borrow up to \$1.5 million from the DIP Lender and to grant the DIP Lender certain Liens and other accommodations.

“Effective Date” shall mean the date on which each of the conditions set forth in Section 8.2 of the Plan has been satisfied or waived.

“Estate” shall mean the estate created for the Debtor in the Chapter 11 Case pursuant to Section 541 of the Bankruptcy Code.

“Excess Cash Flow” shall mean shall mean quarterly cash flow from operations less depreciation. Excess Cash Flow shall be measured for payment purposes on a quarterly basis for

the quarters ending March, June, September, and December each year as per the Reorganized Debtor's retail accounting calendar. Calculation of Excess Cash Flow shall be subject to the Reorganized Debtor's maintenance of minimum liquidity in the amount of \$585,000.

"Excess Cash Flow Commitment" shall mean the agreement of the Reorganized Debtor to make Excess Cash Flow Payments to the Plan Trust for the period beginning on April 30, 2018 and continuing through the earlier of (i) the fifth anniversary of the first Class 4 Excess Cash Flow Payment or (b) payment in full of all Allowed Non-Insider Claims.

"Excess Cash Flow Payments" shall mean those payments made by the Reorganized Debtor to the Plan Trust of the Excess Cash Flow.

"Exit Payment" shall mean the payment(s) made on the Effective Date by the Reorganized Debtor to the holders of Allowed Class 1 Claims and Allowed Section 503(b)(9) Claims representing 25 percent of the allowed amounts of such Claims.

"Fee Claim" shall mean a Claim under Sections 328, 330(a), 503 or 1103 of the Bankruptcy Code for the compensation of a Professional for services rendered or expenses incurred in the Chapter 11 Case on or prior to the Effective Date (including expenses of the members of the Committee).

"Fee Claim Bar Date" shall mean, unless otherwise ordered by the Bankruptcy Court, that requests for payment of Fee Claims incurred for the period beginning the Petition Date through and including the date the request for payment of Fee Claims are Filed must be Filed and served on the Plan Trustee, counsel to the Plan Trustee, the Reorganized Debtor and its counsel and the United States Trustee, no later than the date that is 30 days after the Effective Date (the "Fee Claim Bar Date"). Any Person that is required to File and serve a request for payment of a Fee Claim and fails to timely File and serve such request, shall be forever barred, estopped and enjoined from asserting such Fee Claim or participating in distributions under the Plan or receiving payment from the Reorganized Debtor. Any objections to Fee Claims must be Filed and served on the requesting party, the Plan Trustee, counsel to the Plan Trustee, the Reorganized Debtor and its counsel and the U.S. Trustee no later than the date that is 60 days after the Effective Date, unless extended by the Bankruptcy Court.

"File," "Filed" or "Filing" shall mean file, filed or filing with the Bankruptcy Court in accordance with their respective procedures.

"Final Order" shall mean an order entered by the Bankruptcy Court or any other court exercising jurisdiction over the subject matter and the parties, as to which (i) no appeal, certiorari proceeding or other review or rehearing has been requested or is still pending and (ii) the time for filing a notice of appeal or petition for certiorari or further review or rehearing has expired.

"General Unsecured Claim" shall mean any Claim against the Debtor, other than an Administrative Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, or Insider Subordinated Claims.

"Impaired" shall have the meaning set forth in Section 1124 of the Bankruptcy Code.

“Insider” shall have the meaning set forth in Section 101(31) of the Bankruptcy Code.

“Insider Subordinated Claims” shall mean any and all claims of current or former Insiders payment of which shall be subordinated to the full payment of General Unsecured Claims.

“Interest” shall mean, with respect to the Debtor, any legal or equitable interest in the Debtor, including any ownership interest or right to acquire any ownership interest in the Debtor.

“Liens” shall mean valid, enforceable and perfected liens, mortgages, security interests, pledges, charges, encumbrances, or other legally cognizable security devices of any kind.

“Ordinary Course Administrative Claims” shall mean Administrative Claims, excluding Fee Claims and Section 503(b)(9) Claims, incurred post-Petition Date by the Debtor in the ordinary course of operations of the Debtor’s business.

“Other Priority Claim” shall mean any Claim against the Debtor, other than an Administrative Claim or Priority Tax Claim, entitled to priority in payment under Section 507(a) of the Bankruptcy Code.

“PACA” shall mean the Perishable Agricultural Commodities Act, 7 U.S.C. § 499a *et seq.*

“PACA Claims” shall mean all Claims entitled to trust or other protections pursuant to PACA, including, without limitation, portions of Claims asserted by one or more of the Taylor Farms Entities.

“PACA/503(b)(9) Allowed Claim Amount” shall mean the sum of (i) the Allowed PACA Claims and (ii) the Allowed Section 503(b)(9) Claims.

“PACA/503(b)(9) Excess Cash Flow Payments” shall mean those Excess Cash Flow Payments made by the Reorganized Debtor, consisting of 100 percent of Excess Cash Flow, beginning on April 30 2018, and continuing until the Reorganized Debtor has made payments to the Plan Trust totaling the PACA/503(b)(9) Claim Amount.

“Person” shall have the meaning set forth in Section 101(41) of the Bankruptcy Code.

“Petition Date” shall mean June 29, 2017, the date upon which Debtor filed its chapter 11 petition with the Bankruptcy Court.

“Plan Note” shall mean that certain promissory note, substantially in the form attached as **Exhibit A**, in the amount of \$1 million which is given to the Plan Trust on the Effective Date.

“Plan Trust” shall mean the trust that is created pursuant to the Plan to be administered by the Plan Trustee for the benefit of the Estate.

“Plan Trustee” shall mean the trustee selected pursuant to the terms of the Plan Trust.

“Plan Trust Agreement” shall mean the Trust Agreement for the Plan Trust substantially in the form attached as **Exhibit B**.

“Plan Trust Fee Reserve Payment” shall mean a payment deemed under the Plan to constitute Excess Cash Flow in the amount of \$25,000, which is funded by the Class 6 Contribution for purposes of providing funding for Plan Trust administration.

“Priority Tax Claim” shall mean any Claim for taxes against the Debtor, including without limitation any interest and penalties due thereon, entitled to priority in payment pursuant to Section 507(a)(8) of the Bankruptcy Code.

“Professionals” shall mean those Persons (i) employed pursuant to an order of the Bankruptcy Court in accordance with Sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date pursuant to Sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to Section 503(b)(4) of the Bankruptcy Code.

“Property” means all property of the Estate of any nature whatsoever, real or personal, tangible or intangible, previously or now owned by the Debtor, or acquired by the Estate, including, but not limited to, all property contemplated by Section 541 of the Bankruptcy Code.

“Pro Rata” means, as of any distribution date, with respect to any Allowed Claim in any Class, the proportion that such Allowed Claim bears to the aggregate amount of all Claims, including Disputed Claims, in such Class.

“Rejection Claim Bar Date” means the later of (a) the Claims Bar Date or (b) 30 days after the date of the entry of an order authorizing the rejection of such contract or lease unless otherwise set forth in any order authorizing the rejection of an executory contract or unexpired lease.

“Remaining Actions” shall mean any and all non-released claims or causes of action of the Debtor and the Estate as of the Effective Date, whether arising under any contract, tort, the Bankruptcy Code, or other federal or state law, but specifically excluding Avoidance Actions.

“Schedules” shall collectively mean the Debtor’s Schedules of Assets and Liabilities and Statement of Financial Affairs Filed pursuant to Bankruptcy Rule 1007, as may be amended from time to time.

“Section 503(b)(9) Claims” shall mean all Allowed Claims that satisfy the criteria set forth in Section 503(b)(9) of the Bankruptcy Code.

“Secured Claim” shall mean that portion of a Claim that is secured by a properly perfected Lien on Property.

“Security Agreement” shall mean an agreement executed by and between the Debtor and Plan Trust in substantially the form attached as **Exhibit E**.



“Subordination Agreement” shall mean an agreement between the Plan Trust and DIP Lender substantially in the form attached as **Exhibit F**.

“Supply Agreement” shall mean an agreement executed by and between the Debtor and Triple Sticks Foods in substantially in the form attached as **Exhibit C**.

“Taylor Farms Entities” shall mean Taylor Farms, Illinois, Inc., Taylor Farms Texas, Inc., and Taylor Farms Tennessee, Inc.

“Triple Sticks Financing” shall mean Triple Sticks Financing, LLC.

“Triple Sticks Foods” shall mean Triple Sticks Foods, LLC.

“Trover Guaranty” shall mean the guaranty of the Plan Note executed by Joseph Trover, substantially in the form attached as **Exhibit D**.

“Trust Advisory Board” shall mean the committee formed to oversee the Plan Trust, be comprised of three (3) members of the Official Committee of Unsecured Creditors.

“Trust Assets” shall mean all assets and Property of the Debtor and the Estate transferred to the Plan Trust pursuant to the Plan and the Plan Trust Agreement.

“Trust Expenses” shall mean all costs and expenses incurred by the Plan Trustee and the Plan Trust to the extent reasonably necessary for, and consistent with, the purpose of the Plan Trust, including, but not limited to, any fees and expenses of the Plan Trustee’s attorneys, accountants and financial advisors, if any.

“Unclassified Claims” means the Allowed Section 503(b)(9) Claims, the Allowed Fee Claims, the Allowed Ordinary Course Administrative Claims and the Allowed Priority Tax Claims.

“Unimpaired” shall mean any Claim that is not Impaired within the meaning of Section 1124 of the Bankruptcy Code.

“Voting Deadline” shall mean the deadline established by order of the Bankruptcy Court for receipt of Ballots voting to accept or reject the Plan.

## **ARTICLE II CLASSIFICATION OF CLAIMS AND INTERESTS**

**2.1. Classes of Claims and Interests.** The following is the designation of the Classes of Claims and Interests under the Plan:

(a) Class 1 consists of Allowed PACA Claims. Class 1 is Impaired and entitled to vote on the Plan.

(b) Class 2 consists of Convenience Class Claims. Class 2 is not Impaired and not entitled to vote on the Plan.

(c) Class 3 consists of the Allowed Secured Claim of the DIP Lender. Class 3 is Impaired and entitled to vote on the Plan.

(d) Class 4 consists of General Unsecured Claims. Class 4 is Impaired and entitled to vote on the Plan.

(e) Class 5 consists of Insider Subordinated Claims. Class 5 is Impaired and entitled to vote on the Plan.

(f) Class 6 consists of all Interests in the Debtor. Class 6 is Impaired. For purposes of the Plan, the Debtor is conclusively presumed to have rejected the Plan and is not entitled to vote to accept or reject this Plan.

### ARTICLE III TREATMENT OF UNCLASSIFIED CLAIMS

**3.1. U.S. Trustee Fees.** All fees required to be paid by 28 U.S.C. § 1930(a)(6) (“U.S. Trustee Fees”) will accrue and be timely paid until the Chapter 11 Case is closed, dismissed, or converted to another Chapter of the Code. Any U.S. Trustee Fees owed on or before the Effective Date of this Plan will be paid on the Effective Date.

**3.2. Fee Claims.** Fee Claims are not classified under the Plan. Except to the extent that the holder of an Allowed Fee Claim agrees otherwise, each holder of an Allowed Fee Claim shall be paid in respect of such Allowed Claim the full amount, as approved by the Bankruptcy Court, in Cash, after the later of (i) Effective Date, and (ii) the date that is 30 days after the date on which such Fee Claim is approved by the Bankruptcy Court.

**3.3. Section 503(b)(9) Claims.** Section 503(b)(9) Claims are not classified under the Plan. The Allowed Section 503(b)(9) Claims are:

- (a) AdvancePierre Foods, Inc. (Claim No. 12-1) in the amount of \$380,062.20
- (b) Hormel Financial Services (Claim No. 28-1) in the amount of \$84,908.74
- (c) Taylor Farms Tennessee, Inc. (Claim No. 103-1) in the amount of \$90,000
- (d) Taylor Farms Texas, Inc. (Claim No. 104-1) in the amount of \$25,000
- (e) TSW Foods LLC (Claim No. 48-1) in the amount of \$87,916.80

Using funds from the Class 6 Contribution, on the Effective Date, the Reorganized Debtor shall pay each holder of an Allowed Section 503(b)(9) Claim 25 percent of their respective Allowed Section 503(b)(9) Claim. The remaining 75 percent of Allowed Section 503(b)(9) Claims shall be paid by the Plan Trust following the Effective Date using the PACA/503(b)(9) Excess Cash Flow Payments and other funds that may become available to the Plan Trust after the Effective Date. In exchange for acceptance of payments over time, the holders of Allowed Section 503(b)(9) Claims shall be released from all Avoidance Actions as of the Effective Date, and shall be automatically released by the Plan Trust from all Remaining

Actions that exist or may exist upon the completion of all PACA/503(b)(9) Excess Cash Flow Payments.

**3.4. Ordinary Course Administrative Claims.** Ordinary Course Administrative Claims are not classified under the Plan. Except to the extent that the holder of an Allowed Ordinary Course Administrative Claim agrees otherwise, each holder of an Allowed Ordinary Course Administrative Claim shall receive from the Reorganized Debtor payment of such Allowed Ordinary Course Administrative Claim as and when the same comes due pursuant to its terms from and after the Effective Date.

**3.5. Priority Tax Claims.** Priority Tax Claims are not classified under the Plan. Except to the extent that the holder of an Allowed Priority Tax Claim agrees otherwise, each holder of an Allowed Priority Tax Claim shall receive in respect of such Allowed Priority Tax Claim the full amount of the Allowed Priority Tax Claim in Cash on the later of the Effective Date or the date on which such Priority Tax Claim becomes an Allowed Claim. Unless otherwise provided by an order of the Bankruptcy Court, no fees or penalties of any kind shall be paid to the holders of Priority Tax Claims. Priority Tax Claims, which remain subject to objection, shall consist of Claims of Governmental Units that are or may be entitled to priority treatment pursuant to 11 U.S.C. § 507(a)(8) as follows—Alabama Department of Revenue (Claim No. 12-1 in the amount of \$23,640); Louisiana Department of Revenue (Claim No. 18-1 in the amount of \$1,524); Mississippi Department of Revenue (Claim No. 98-1 in the amount of \$4,105); and Internal Revenue Service (Claim Nos. 4-1 and 4-2 in the amounts of \$6,400 and \$200, respectively).

**ARTICLE IV  
TREATMENT OF IMPAIRED CLAIMS AND INTERESTS;  
THIRD PARTY RELEASES OF AVOIDANCE ACTIONS FOR  
CERTAIN HOLDERS OF ALLOWED CLAIMS**

**4.1. Class 1—PACA Claims.** Class 1 consists of the Allowed PACA Claims of the Taylor Farm Entities in the amount of \$50,000. Using funds from the Class 6 Contribution, on the Effective Date, the Reorganized Debtor shall pay to the holders of Allowed Class 1—PACA Claims a sum equal to 25 percent of their Allowed Class 1—PACA Claims. The remaining 75 percent of Allowed Class 1—PACA Claims shall be paid by the Plan Trust following the Effective Date of the Plan using the Excess Cash Flow Payments and other funds that may become available to the Plan Trust after the Effective Date. **In exchange for the Taylor Farms Entities' acceptance of payments over time, the Taylor Farms Entities shall be released from all Avoidance Actions, and the same shall be deemed fully and finally released as of the Effective Date.**

Class 1—PACA Claims is Impaired and entitled to vote.

**4.2. Class 2—Convenience Class Claims.** Class 2 consists of Convenience Class Claims. Holders of Class 2 Claims will receive \$500 in Cash on the Effective Date in full satisfaction of their Allowed Claims. Any holder of an Allowed Claim of more than \$500 may elect to reduce its claim to \$500 and receive \$500 in Cash on the Effective Date in full satisfaction of its Allowed Claim. Schedule 4.2 sets forth holders of Class 2 Claims.

Class 2—Convenience Class Claims is not Impaired and is not entitled to vote.

**4.3. Class 3—DIP Lender Claim.** Class 3 consists of the Allowed DIP Lender Claim in the amount of \$1.75 million. On the Effective Date, and pursuant to the Security Agreement and Subordination Agreement, the DIP Lender will subordinate its Allowed DIP Lender Claim, inclusive of liens securing the Allowed DIP Lender Claim, to the Plan Trust. After the Effective Date, the Reorganized Debtor shall make monthly interest-only payments to the DIP Lender at the rate of three percent (3%) per annum. The Reorganized Debtor shall make no principal reduction payments to the DIP Lender until the earlier to occur of (a) payment in full of all Allowed Non-Insider Claims or (b) expiration of the Excess Cash Flow Commitment, whichever occurs first. Except as expressly modified by the Plan, the DIP Lender's legal, equitable, and contractual rights shall remain unaltered. **In exchange for its subordination and other modifications to its rights under the DIP Order, and the Class 6 Contribution, Joseph Trover and the DIP Lender shall be released from all Avoidance Actions, and the same shall be deemed fully and finally released as of the Effective Date.**

Class 3—DIP Lender Claim is Impaired and entitled to vote.

**4.4. Class 4 General Unsecured Claims.** Class 4 consists of General Unsecured Claims. After all Allowed Unclassified and Section 503(b)(9) Claims have been paid in full, the holders of Allowed General Unsecured Claims shall receive Pro Rata payments from the Plan Trust throughout the Excess Cash Flow Commitment. No fees or penalties of any kind shall be paid to the holders of Allowed General Unsecured Claims. Schedule 4.4 sets forth holders of Class 4 Claims.

Class 4—General Unsecured Claims is Impaired and entitled to vote.

**4.5. Class 5—Subordinated Insider Claims.** Class 5 consists of Subordinated Insider Claims. The holders of Class 5 Claims shall receive no payment on account of their Allowed Class 5 Claims until all Allowed Unclassified Claims and all Allowed Non-Insider Claims have been paid in full. Thereafter, the Reorganized Debtor shall make Pro Rata payments to holders of Allowed Class 5 Claims in such amounts and on such timeframe as the Reorganized Debtor and the Class 5 Claimants may agree. **In exchange for its subordination and other modifications to their rights to equal and/or Pro Rata payment, the holders of Class 5 Claims shall be released from all Avoidance Actions, and the same shall be deemed fully and finally released as of the Effective Date.** Schedule 4.5 sets forth holder of Class 5 Claims.

Class 5—Subordinated Insider Claims is Impaired and entitled to vote.

**4.6. Class 6—Interests.** Class 6 consists of the Interests in the Debtor of Trover Holding Company. Trover Holding Company shall retain its Interest in the Reorganized Debtor after the Effective Date. On the Effective Date, Trover Holding Company shall make the Class 6 Contribution in the amount of \$550,000, the proceeds of which will be used to (a) make all payments due on the Effective Date to holders of Priority Tax Claims and Class 2 Claims; (b) fund the Exit Payment; (c) fund the Plan Trust Fee Reserve Payment; and (d) such other purposes deemed necessary by the Reorganized Debtor. **In exchange for the Class 6 Contribution and other consideration set forth in the Plan, Trover Holding Company, and**

**its officers, directors, members, shareholders, managers, executives, employees and owners shall be released from Avoidance Actions, and the same shall be deemed fully and finally released as of the Effective Date.**

Class 6--Interests is not entitled to vote.

## **ARTICLE V MEANS FOR IMPLEMENTATION OF THE PLAN**

**5.1. Corporate Action and Execution of Documents.** On the Effective Date, the Reorganized Debtor will execute the Plan Note and deliver to the Plan Trustee all documents required by the Plan, including, without limitation, the Plan Note and the Trover Guaranty. Further, the Reorganized Debtor shall perform all actions reasonably contemplated with respect to implementation of the Plan.

**5.2. Supply Agreement.** On the Effective Date, Triple Sticks Foods and the Debtor shall have entered into the Supply Contract.

**5.3. Execution of the Plan Trust Agreement.** The Plan Trust Agreement shall be executed by all necessary parties on or before the Effective Date. On the Effective Date, the Plan Trust shall be established and become effective without further order of the Bankruptcy Court.

**5.4. The Plan Trust.** The Plan Trust established pursuant to the Plan Trust Agreement is established for the purpose of satisfying Class 1 and 4 and Allowed Section 503(b)(9) Claims by making distributions from the Trust Assets, net of all Trust Expenses, to the holders of Allowed Claims in accordance with the terms of the Plan. The Plan Trust shall have no objective of continuing or engaging in any trade or business, and shall not conduct business activities, except to the extent reasonably necessary to, and consistent with, the aforementioned purpose of the Plan Trust. The Reorganized Debtor will have no role, duty, or obligation in administering the Plan Trust or the dissemination of payments to Creditors therefrom.

The Plan Trust shall terminate as provided in the Plan Trust Agreement.

The Plan Trust shall distribute at least annually to the Beneficiaries, unless the Plan Trustee, in consultation with the Trust Advisory Board, determines that it is not cost effective to do so, all its net income and all the net proceeds from any Trust Assets, less such net income or net proceeds reasonably necessary to maintain the value of the Trust Assets or to meet Claims or contingent liabilities (including Disputed Claims) or reserves. The Plan Trustee shall use its continuing good faith efforts to dispose of the Trust Assets, make timely distributions, and shall not unduly prolong the duration of the Plan Trust.

The Plan Trustee shall make timely filings of annual federal income tax returns reflecting all items of income, gain or loss, deductions or credits of the Plan Trust pursuant to applicable Treasury Regulations. The Plan Trust shall not be, and the Beneficiaries shall be, responsible for the payment of their allocable portion of any federal income tax liability related to the operation of the Plan Trust.

**5.5. Transfer of Trust Assets to the Plan Trust.** On or before the Effective Date, the Debtor (or to the extent applicable, the Committee) shall convey and transfer to the Plan Trustee on behalf of the Plan Trust, the Plan Trust Fee Reserve Payment, the Plan Trust Note and Trover Guaranty. Thereafter, the Reorganized Debtor shall transfer to the Plan Trust all Excess Cash Flow Payments as required pursuant to the Plan. Such transfers shall be made free and clear of all Liens, Claims and encumbrances. The Plan Trust shall receive the Trust Assets and the proceeds thereof. No later than the Effective Date, pending the receipt of any necessary approvals and consents, any documents necessary to effectuate such transfers shall be fully executed and delivered to the Plan Trust. Pending delivery of such documents to the Plan Trust and subject to any necessary regulatory approvals and/or servicing consents, the Plan Trustee, in its sole discretion, may take actions as are necessary to protect the Plan Trust's interests pursuant to the terms of the Plan Trust Agreement.

Except as provided herein, no asset of the Estate shall be deemed abandoned, and no cause of action shall be deemed released or compromised by or as a result of the Plan, its confirmation, or its treatment of any Claim or Creditor. Further, except as provided herein, no defense, setoff, counterclaim or right of recoupment of the Debtor, the Estate or the Plan Trustee shall be deemed waived or compromised.

**5.6. Rights, Powers and Duties of the Plan Trustee.** Except as may be provided elsewhere in the Plan, the Plan Trustee shall have the authority and be empowered to take all steps necessary to carry out its responsibilities under the Plan and Plan Trust Agreement, including, but not limited to, making distributions with respect to the Trust Assets, and investigating and prosecuting any Avoidance Actions and Remaining Actions.

The Plan Trustee shall have the specific authority to declare a default as provided under the Plan Note, in the event that the Reorganized Debtor defaults in performance of its obligations under the Plan or the Confirmation Order. In the event of default as provided under the Plan Note, the Plan Trustee may accelerate all remaining Plan Note payments to satisfy remaining amounts due.

In exercising its rights and powers and carrying out its duties under the Plan and the Plan Trust Agreement, the Plan Trustee shall have the authority, upon the approval of the Trust Advisory Board, to retain such Professionals (including, without limitation, disbursing and transfer agents, legal counsel and/or other agents or advisors) on the Plan Trustee's own behalf and on behalf of the Plan Trust, as the Plan Trustee deems appropriate, and to compensate such professionals from the Trust Assets on customary terms reasonably acceptable to the Plan Trustee, without any requirement of approval by the Bankruptcy Court, subject to the terms of the Plan Trust Agreement. Professionals so retained are not required to be "disinterested persons" (as such term is defined in the Bankruptcy Code) and may include, without limitation, counsel or financial advisors to the Debtor or Committee.

Except as expressly set forth herein, the Plan Trustee shall have discretion, subject to the approval of the Trust Advisory Board, to pursue or not to pursue any and all Claims, rights, causes of action or defenses, as it determines are in the best interests of the Beneficiaries and consistent with the purposes of the Plan Trust. In all circumstances and in furtherance of and

consistent with the purpose of the Plan Trust and the Plan, the Plan Trustee shall act in the best interests of all Beneficiaries.

Notwithstanding the foregoing, the Plan Trustee shall first distribute funds from the Plan Trust for payment of actual, necessary and reasonable expenses incurred by the Plan Trust, and then to Class 1 and Allowed Section 503(b)(9) Claimants on a Pro Rata basis until the time that such Claims are paid in full.

**5.7. Designation of Plan Trustee and Terms of Compensation.** Upon the Effective Date, the Plan Trustee shall be appointed. The Plan Trustee shall serve until it resigns or is replaced in accordance with the Plan Trust Agreement. As consideration for the Plan Trustee's services, the Plan Trustee shall receive the compensation set forth in the Plan Trust Agreement.

**5.8. The Plan Trust's Authority to Prosecute Causes of Action.** Upon creation, the Plan Trust will be vested with all right, title, and interest in any Avoidance Actions and Remaining Actions belonging to the Debtor and any proceeds from such Avoidance Actions and Remaining Actions, whether from insurance or from any other source. Pursuant to Section 1123(b)(3)(B) of the Bankruptcy Code, the Plan Trustee shall have full and exclusive authority, without need for any Bankruptcy Court approval, but subject to the terms of the Plan Trust Agreement and, as applicable, the consent of the Trust Advisory Board, to prosecute Avoidance Actions and the Remaining Actions. The Plan Trustee may commence or continue, in any appropriate court or tribunal, any suit or other proceeding for the enforcement of such causes of action, and, if deemed appropriate by the Plan Trustee, to compromise, settle or abandon such litigation with, as applicable, the consent of the Trust Advisory Board.

The failure of the Debtor to specifically list any Avoidance Action, Remaining Action, right of action, suit or proceeding in the Schedules, the Disclosure Statement, or in the Plan does not, and will not be deemed to, constitute a waiver or release by the Debtor of such Avoidance Action, Remaining Action, right of action, suit or proceeding, and the Plan Trustee will retain the right to pursue them in its discretion, and, therefore, no preclusion doctrine, such as collateral estoppel, issue preclusion, claim preclusion, estoppel (judicial, equitable, or otherwise) or laches will apply to such Avoidance Action, Remaining Action, right of action, suit or proceeding upon or after Confirmation or consummation of the Plan. Further, recovery of any proceeds of such Avoidance Action, Remaining Action, right of action, suit or proceeding will be deemed "for the benefit of the Estate" as contemplated by Section 550 of the Bankruptcy Code.

**5.9. The Trust Advisory Board.** On or before the Effective Date, the Trust Advisory Board shall be formed pursuant to the Plan Trust Agreement.

**5.10. Investments.** Subject to the terms and conditions of the Plan Trust Agreement, all Cash held by the Plan Trustee in any accounts or otherwise shall be invested in accordance with Section 345 of the Bankruptcy Code, or as otherwise permitted by a Final Order of the Bankruptcy Court.

**5.11. Resignation, Death or Removal.** The Plan Trustee may resign, be removed, or be replaced only in accordance with the terms and conditions set forth in the Plan Trust Agreement, except as otherwise provided by an order of the Bankruptcy Court.

**5.12. Payment of Excess Cash Flows.** Commencing on April 30, 2018 and continuing on the 30<sup>th</sup> day of each July, October, and January thereafter, the Reorganized Debtor will pay to the Plan Trust the PACA/503(b)(9) Excess Cash Flow Payments until the sum of such payments equals the PACA/503(b)(9) Allowed Claim Amount. Thereafter, and on the same schedule, the Reorganized Debtor shall pay to the Plan Trust Class 4 Excess Cash Flow Payments. The Reorganized Debtor shall calculate and provide to the Plan Trustee the basis for calculation of Excess Cash Flow Payments and shall supply to the Plan Trustee any documents or information reasonably requested by the Plan Trustee for purposes of verifying such calculation. The principal balance of the Plan Note shall be reduced by (a) the Plan Trust Fee Reserve Payment; (b) the PACA/503(b)(9) Excess Cash Flow Payments; (c) the Class 4 Excess Cash Flow Payments; and (d) the proceeds, net of expenses of any recoveries realized by the Plan Trust from the Remaining Actions. To the extent that the Note Term expires before Allowed Class 4 Claims have been paid in full, the difference will be discharged; provided, however, that at the expiration of the Note Term, if the Plan Note has not been satisfied in full, the Reorganized Debtor or Joseph Trover under the Trover Guaranty, shall tender to the Plan Trust all remaining amounts due and owing.

## **ARTICLE VI DISTRIBUTIONS UNDER THE PLAN**

**6.1. Distributions for Allowed Claims on the Effective Date.** Except as otherwise provided in the Plan or as ordered by the Bankruptcy Court, and subject to the terms of the Plan Trust Agreement, on the Effective Date or as soon thereafter as practicable, the Reorganized Debtor shall make distributions to holders of Allowed Priority Tax Claims; Allowed Section 503(b)(9) Claims; Allowed Class 1 Claims; and Class 2 Claims (the “Initial Distribution Date”). Any distribution to be made on the Effective Date pursuant to the Plan shall be deemed as having been made on the Effective Date if such distribution is made on the Effective Date or as soon thereafter as is practicable. Any payment or distribution required to be made under the Plan on a day other than a Business Day shall be made on the next preceding Business Day.

**6.2. Subsequent Distributions.** Any and all distributions after the Initial Distribution Date shall be made by the Plan Trust, except that Allowed Fee Claims and Ordinary Course Administrative Expense Claims shall be paid by the Reorganized Debtor. Subject to the reservation of adequate funds contemplated by Section 6.3 of the Plan, all remaining distributions holders of Allowed Claim shall only be made by the Plan Trustee, in consultation with the Trust Advisory Board.

**6.3. Reserves.**

(a) Reserve for Disputed Class 4 Claims and Certain Costs. Prior to any distributions to the holders of Allowed Class 4 Claims, the Plan Trustee shall establish and maintain reserves for all Disputed Class 4 Claims (the “Class 4 Reserve”). With respect to such Disputed Class 4 General Unsecured Claims, if, when and to the extent any such Disputed Class 4 Claim becomes an Allowed Class 4 Claim, the relevant portion of the Cash held in the Class 4 Reserve shall be distributed by the Plan Trustee to the holder of the Allowed Class 4 Claim in a manner consistent with distributions to similarly situated Allowed Class 4 Claims. The balance of the Class 4 Reserve, if any,



remaining after all Disputed Class 4 Claims have been resolved shall be distributed to other holders of Allowed Class 4 Claims pursuant to the terms of the Plan and the Plan Trust Agreement.

(b) Reserve for Plan Trust Expenses. On the Effective Date, the Reorganized Debtor shall transfer to the Plan Trust the Plan Trust Fee Reserve Payment (the “Plan Trust Expense Reserve”). Upon the closing of the Chapter 11 Case, the Plan Trustee shall distribute any balance remaining in the Plan Trust Expense Reserve to holders of Allowed Claims in accordance with the Plan and the Plan Trust Agreement.

**6.4. Objections to Claims.** Objections to Claims shall be Filed with the Bankruptcy Court and served upon each affected Creditor no later than 120 days after the Effective Date; provided, however, that this deadline may be extended by the Bankruptcy Court upon motion of the Plan Trustee or Reorganized Debtor, with notice to the Post-Effective Date Limited Notice List. Notwithstanding the foregoing and except as otherwise provided in the Plan, unless an order of the Bankruptcy Court specifically provides for a later date, any proof of Claim Filed after the Confirmation Date shall be automatically disallowed as a late-Filed Claim, without any action by the Plan Trustee or Reorganized Debtor, unless and until the party Filing such Claim obtains an order of the Bankruptcy Court, upon notice to the Plan Trustee and Reorganized Debtor and the Post-Effective Date Limited Notice List, that permits the late Filing of the Claim. In the event any proof of Claim is permitted to be Filed after the Confirmation Date, the Plan Trustee shall have 120 days from the date of such order to object to such Claim, which deadline may be extended by the Bankruptcy Court upon motion of the Plan Trustee, with notice to the Post-Effective Date Limited Notice List. Late-filed Claims are deemed to be prejudicial and shall not be allowed except as otherwise set forth herein.

Objections to Claims that are based upon the rejection of an executory contract or unexpired lease shall be Filed with the Bankruptcy Court and served upon each affected Creditor no later than 120 days after the later of (a) the date that such proof of Claim is Filed and (b) the Effective Date, unless extended by order of the Bankruptcy Court.

**6.5. Settlement of Disputed Claims, Avoidance Actions and Remaining Actions.** Objections to Claims may be litigated to judgment or withdrawn, and may be settled with the approval of the Bankruptcy Court, except to the extent that such approval is not necessary as provided in this section. After the Effective Date, and subject to the terms of the Plan, the Plan Trustee may settle any Disputed Claim, Avoidance Action, Remaining Action, or any other matter, where the asserted amount of the Disputed Claim, Avoidance Action, Remaining Action, or other matter is \$100,000 or less, without providing any notice to any Creditor or other party-in-interest or obtaining an order from the Bankruptcy Court; provided, however, that the Trust Advisory Board may designate, in its sole discretion, such additional parameters as it deems necessary within which the Plan Trustee must seek approval for settlement of such Disputed Claims, Avoidance Actions, Remaining Actions and other matters. All proposed settlements of Disputed Claims, Avoidance Actions, Remaining Actions, or other matters where the asserted amount of the Disputed Claim, Avoidance Action, Remaining Action, or other matters exceeds \$100,000 shall be subject to (a) the consent of the Trust Advisory Board in accordance with the Plan Trust Agreement, and (b) the approval of the Bankruptcy Court in accordance with the following procedure: (1) the Plan Trustee shall give notice of the proposed settlement to the

Post-Effective Date Limited Notice List; (2) the parties receiving notice shall have 10 days in which to File objections to the proposed settlement; (3) if no objections are timely Filed, the Plan Trustee may consummate such settlement without further order of the Bankruptcy Court or may, at the Plan Trustee's election, request entry of an order approving the proposed settlement by Filing such proposed order under certificate of counsel with no further notice to any party; and (4) if objections are timely Filed, the Plan Trustee shall notice the proposed settlement for hearing upon at least five (5) days' notice.

**6.6. Unclaimed Property.** If any interim distribution remains unclaimed for a period of 90 days after it has been delivered (or attempted to be delivered) in accordance with the Plan to the holder entitled thereto, such unclaimed property, along with any subsequent distribution to be made in accordance with the Plan, shall be forfeited by such holder, whereupon all right, title and interest in and to the unclaimed property shall be held in reserve by the Plan Trustee to be distributed to other holders of Allowed Claims in accordance with the terms of the Plan, the Plan Trust Agreement and this paragraph.

**6.7. Withholding from Distributions.** Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder. All Persons holding Claims shall be required to provide any information necessary to effect the withholding of such taxes. The Plan Trustee may withhold from amounts distributable to any Person any and all amounts, determined in the Plan Trustee's reasonable and sole discretion, to be required by any law, regulation, rule, ruling, directive, or other governmental requirement.

**6.8. Fractional Cents.** Any other provision of the Plan to the contrary notwithstanding, no payment of fractions of cents will be made. Whenever any payment of a fraction of a cent would otherwise be called for, the actual payment shall reflect a rounding down of such fraction to the nearest whole cent.

**6.9. Payments of Less than \$25.00.** If, in the aggregate, Cash payments otherwise provided for by the Plan with respect to an Allowed Claim would be less than \$25.00, specifically excluding Class 2—Convenience Class Claims, the Plan Trustee shall not be required to make such payment and such funds shall be held in reserve by the Plan Trustee to be distributed to the holders of other Allowed Claims in accordance with the Plan and the Plan Trust Agreement.

**6.10. Setoffs.** The Plan Trustee may, but shall not be required to, set off against any Claim and the payments to be made pursuant to the Plan in respect of such Claim, claims of any nature whatsoever that the Debtor or the Estate may have against the Creditor, but neither the failure to do so nor the allowance of a Claim shall constitute a waiver or release by the Debtor or the Estate of any Claim they may have against the Creditor.

## **ARTICLE VII UNEXPIRED LEASES AND EXECUTORY CONTRACTS**

**7.1. Assumption of Unexpired Leases and Executory Contracts.** Pursuant to Sections 365 and 1123 of the Bankruptcy Code, each executory contract and unexpired lease to

which the Debtor is a party shall be deemed automatically assumed by the Debtor effective as of the Effective Date, except for any executory contract or unexpired lease that has been assumed or rejected pursuant to an order of the Bankruptcy Court entered before the Effective Date or is the subject of a motion to reject pending on the Effective Date.

**7.2. Rejection Damages Bar Date.** All proofs of Claim with respect to Claims arising from the rejection of executory contracts or unexpired leases shall be filed on or by the Rejection Damages Bar Date. Unless otherwise permitted by Final Order, any holder of such a Claim that does not File a timely Claim in accordance with this paragraph shall be forever barred from asserting such Claim against the Debtor or the Estate.

## **ARTICLE VIII CONDITIONS PRECEDENT TO CONFIRMATION AND EFFECTIVENESS OF THE PLAN**

**8.1. Conditions Precedent to Confirmation of the Plan.** Confirmation shall not occur unless and until each of the following conditions has been satisfied or waived:

- (a) The Bankruptcy Court shall have entered the Confirmation Order.

**8.2. Conditions Precedent to Effective Date.** The Effective Date shall not occur unless and until each of the following conditions has been satisfied or waived:

- (a) The Plan Trust Agreement shall have been signed by all parties.
- (b) The Class 6 Contribution shall have been made.
- (c) All payments due on the Initial Distribution Date to Allowed Priority Tax Claims, Allowed Section 503(b)(9) Claims. Allowed Class 1 Claims and Class 2 Claims shall have been paid.
- (d) The Plan Note and Trover Guaranty shall have signed and delivered to the Plan Trustee.
- (e) The Confirmation Order shall have become a Final Order.
- (f) The Plan Trust Fee Reserve Payment shall have been made.

## **ARTICLE IX RETENTION OF JURISDICTION**

**9.1. Retention of Jurisdiction by the Bankruptcy Court.** Following the Confirmation Date and until such time as all payments and distributions required to be made and all other obligations required to be performed under the Plan have been made and performed by the Plan Trustee and a final decree has been entered closing the Chapter 11 Case, the Bankruptcy Court shall retain jurisdiction as is legally permissible, including, without limitation, for the following purposes:

(a) Claims. To determine the allowance, classification, or priority of Claims against the Debtor upon objection by the Plan Trustee or any other party-in-interest.

(b) Injunction, etc. To issue injunctions or take such other actions or make such other orders as may be necessary or appropriate to restrain interference with the Plan or its execution or implementation by any Person, to construe and to take any other action to enforce and execute the Plan, the Confirmation Order, or any other order of the Bankruptcy Court, to issue such orders as may be necessary for the implementation, execution, performance and consummation of the Plan and all matters referred to herein, and to determine all matters that may be pending before the Bankruptcy Court in the Chapter 11 Case on or before the Effective Date with respect to any Entity.

(c) Professional Fees. To determine any and all applications for allowance of compensation and expense reimbursement of Professionals for periods before the Effective Date, as provided for in the Plan.

(d) Dispute Resolution. To resolve any dispute arising under or related to the implementation, execution, consummation or interpretation of the Plan, Plan Trust Agreement and/or Confirmation Order and the making of distributions hereunder and thereunder, including, without limitation, any dispute concerning payment of Trust Expenses.

(e) Executory Contracts and Unexpired Leases. To determine the allowance of any Claims resulting from the rejection of executory contracts and unexpired leases, and any other issues with respect to the assumption or rejection of such contracts and leases.

(f) Actions. To determine all applications, motions, adversary proceedings, contested matters, actions, and any other litigated matters instituted in the Chapter 11 Case by or on behalf of the Debtor or the Plan Trustee, including, but not limited to, the Avoidance Actions and the Remaining Actions.

(g) General Matters. To determine such other matters, and for such other purposes, as may be provided in the Confirmation Order or as may be authorized under provisions of the Bankruptcy Code or as may be requested by the Plan Trustee.

(h) Plan Modification. To modify the Plan, under Section 1127 of the Bankruptcy Code, to remedy any defect, cure any omission, or reconcile any inconsistency in the Plan or the Confirmation Order so as to carry out its intent and purposes.

(i) Aid Consummation. To issue such orders in aid of consummation of the Plan and the Confirmation Order notwithstanding any otherwise applicable non-bankruptcy law, with respect to any Person, to the full extent authorized by the Bankruptcy Code.

(j) Protect Property. To protect the Property from adverse Claims or interference inconsistent with the Plan, including actions to quiet or otherwise clear title to such Property based upon the terms and provisions of the Plan.

(k) Abandonment of Property. To determine matters pertaining to abandonment of Property.

(l) Implementation of Confirmation Order. To enter and implement such orders as may be appropriate in the event the Confirmation Order is for any reason stayed, revoked, modified, or vacated.

(m) Orders. Resolve any cases, controversies, suits, or disputes that may arise in connection with the interpretation or enforcement of any orders entered by the Bankruptcy Court during the Chapter 11 Case.

(n) Trust Assets. To determine any issues or disputes relating to the Trust Assets.

(o) Final Decree. To enter a final decree closing the Chapter 11 Case.

## ARTICLE X MISCELLANEOUS PROVISIONS

**10.1. Pre-Confirmation Modification.** On notice to and opportunity to be heard, the Plan may be altered, amended or modified by the Debtor before the Effective Date as provided in Section 1127 of the Bankruptcy Code.

**10.2. Post-Confirmation Immaterial Modification.** After the Confirmation Date and prior to substantial consummation of the Plan, as defined in Section 1101(2) of the Bankruptcy Code, Debtor may, under Section 1127(b) of the Bankruptcy Code, institute proceedings in the Bankruptcy Court to remedy any defect, cure any omission or reconcile any inconsistencies in the Plan, the Disclosure Statement, or the Confirmation Order, and such matters as may be necessary to carry out the purposes of the Plan; provided, however, that prior notice of such proceedings shall be served in accordance with the Bankruptcy Rules or order of the Bankruptcy Court.

**10.3. Withdrawal or Revocation of the Plan.** The Debtor reserves the right to revoke or withdraw the Plan prior to the Effective Date. If the Debtor revokes or withdraws the Plan, then the Plan shall be deemed null and void.

**10.4. Payment of Statutory Fees.** All fees payable pursuant to section 1930 of title 28 of the United States Code shall be paid on the Effective Date (if due) or by the Plan Trustee when otherwise due out of the Trust Expense Reserve.

**10.5. Role of the Committee.** Upon the Effective Date, the Committee shall be dissolved for all purposes.

**10.6. Successors and Assigns.** The rights, benefits and obligations of any Person named or referred to in the Plan shall be binding on, and shall inure to the benefit of the heirs, executors, administrators, successors and/or assigns of such Persons.

**10.7. Exculpation.** Except as otherwise provided by the Plan or the Confirmation Order, on the Effective Date, the Debtor, the Committee, the members of the Committee in their representative capacities, and/or any of such parties' respective current or former members, officers, directors, employees, advisors, attorneys, business consultants, representatives, financial advisors, investment bankers, fund managers or agents and any of such parties' successors and assigns (collectively, the "Released Parties") shall be deemed released by each of them against the other for any act or omission in connection with, or arising out of, the Chapter 11 Case, except for acts or omissions which constitute willful misconduct, gross negligence, breach of fiduciary duty, or intentional fraud, and all such Persons, in all respects, shall be entitled to reasonably rely on the advice of counsel with respect to their duties and responsibilities in connection with the Chapter 11 Case and under the Plan.

**10.8. Injunction.** Except as otherwise provided in the Plan or an order of the Bankruptcy Court, on and after the Confirmation Date, all Persons who have held, hold or may hold Claims against or Interests in the Debtor are, with respect to any such Claims or Interests, permanently enjoined, from: (a) commencing, conducting or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Debtor, the Plan Trust, the Plan Trustee or the Released Parties, or any of their Property, or any direct or indirect transferee of any Property of, or direct or indirect successor-in-interest to, any of the foregoing Persons; (b) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, of any judgment, award, decree or order against the Debtor, the Plan Trust, the Plan Trustee, or the Released Parties, any of their property, or any direct or indirect transferee of any property of, or direct or indirect successor-in-interest to, any of the foregoing Persons; (c) creating, perfecting or otherwise enforcing in any manner, directly or indirectly, any encumbrance of any kind against the Debtor, the Plan Trust, the Plan Trustee, or the Released Parties, or any direct or indirect transferee of any Property of, or direct or indirect successor-in-interest to, any of the foregoing Persons; (d) asserting any right of setoff or subrogation of any kind, directly or indirectly, against any obligation due the Debtor, the Plan Trust, the Plan Trustee, or the Released Parties, or any of their Property, or any direct or indirect transferee of any property of, or successor-in-interest to, any of the foregoing Persons; and (e) taking any actions in any place and in any manner whatsoever that do not conform to or comply with the provisions of the Plan.

**10.9. Satisfaction of Claims.** The treatment of and consideration to be received by holders of Allowed Claims pursuant to the Plan shall be in full satisfaction, settlement and release of such holders' respective Allowed Claims against the Debtor.

**10.10. No Liability for Solicitation or Participation.** Pursuant to Section 1125(e) of the Bankruptcy Code, Persons that solicit acceptances or rejections of this Plan, in good faith and

in compliance with the applicable provisions of the Bankruptcy Code, shall not be liable, on account of such solicitation or participation, for violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of this Plan.

**10.11. Term of Injunctions and Stays.** Unless otherwise provided herein or by order of the Bankruptcy Court, all injunctions or stays provided for in the Chapter 11 Case pursuant to Sections 105, 362 and 524 of the Bankruptcy Code, or otherwise, and in effect on the Confirmation Date shall remain in full force and effect until the Effective Date.

**10.12. Cancellation of Instruments.** Unless otherwise provided for herein, on the Effective Date, all promissory notes, instruments, indentures, agreements, or other documents evidencing, giving rise to, or governing any Claim against Debtor shall represent only the right, if any, to participate in the distributions contemplated by this Plan.

**10.13. Preservation of Insurance.** The Debtor's release from and payment of Claims as provided in the Plan shall not diminish or impair the enforceability of any insurance policy that may cover Claims against the Debtor, including, without limitation, their officers or directors, or any other Person.

**10.14. Cramdown.** To the extent any Impaired Class of Claims entitled to vote on the Plan votes to reject the Plan, the Debtor reserves the right to request Confirmation of the Plan under Section 1129(b) of the Bankruptcy Code with respect to such Class(es).

**10.15. Governing Law.** Except to the extent that the Bankruptcy Code is applicable, and except as otherwise provided in the Plan, the rights and obligations arising under the Plan shall be governed by and construed and enforced in accordance with the laws of the State of Missouri without giving effect to rules governing the conflict of laws which would otherwise require the application of the law of another jurisdiction.

**10.16. Notices.** Any notice required or permitted to be provided under the Plan prior to the Effective Date shall be in writing and served by either (a) certified mail, return receipt requested; (b) hand delivery; or (c) reputable overnight courier service, freight prepaid, addressed as follows:

Debtor:

Troverco, Inc.  
9200 W. Main Street  
Belleville, Illinois 62223

with copies to:

Eric Peterson  
Ryan Hardy  
SPENCER FANE LLP  
1 N. Brentwood Boulevard, 10<sup>th</sup> Floor  
Saint Louis, MO 63105  
Telephone: (314) 863-7733

Facsimile: (314) 862-4656  
epeterson@spencerfane.com  
rhardy@spencerfane.com

-and-

S. Jason Teele, Esq.  
Nicole Stefanelli, Esq.  
CULLEN AND DYKMAN LLP  
One Riverfront Plaza  
Newark, New Jersey 07102  
(973) 849-0220  
steele@cullenanddykman.com  
nstefanelli@cullenanddykman.com

-and-

David A. Warfield  
THOMPSON COBURN LLP  
One US Bank Plaza  
Saint Louis, MO 63101  
Telephone: (314) 552-6079  
Facsimile: (314) 552-7000  
Counsel to Triple Sticks Financing, LLC

Committee:

Thomas R. Fawkes, Esq.  
GOLDSTEIN & MCCLINTOCK LLLP  
111 W. Washington Street, suite 1221  
Chicago, IL 60602  
Telephone: (312) 219-6702  
Facsimile: (312) 277-2305  
tomf@goldmclaw.com

**10.17. Post-Effective Date Notice.** As of the Effective Date, there shall be a Post-Effective Date Limited Notice List. Persons on such Post-Effective Date Limited Notice List will be given notices of, and a right to object to, certain matters under the Plan. Any Person desiring to be included in the Post-Effective Date Limited Notice List must (1) File a request to be included on the Post-Effective Date Limited Notice List and include its name, contact person, address, telephone number, e-mail address and facsimile number, within 30 days after the Effective Date, and (2) concurrently serve a copy of its request to be included on the Post-Effective Date Limited Notice List on the Plan Trustee. On or before 60 days after the Effective Date, the Plan Trustee shall compile a list of all Persons on the Post-Effective Date Limited Notice List and File such list with the Bankruptcy Court and serve a copy of such list on the U.S. Trustee. The U.S. Trustee and the Trust Advisory Board shall be automatically included on the Post-Effective Date Limited Notice List.



**10.18. Saturday, Sunday or Legal Holiday.** If any payment or act under the Plan is required to be made or performed on a date that is not a business day, then the making of such payment or the performance of such act may be completed on the next succeeding business day, but shall be deemed to have been completed as of the required date.

**10.19. Section 1146 Exemption.** Pursuant to Section 1146(c) of the Bankruptcy Code, the issuance, transfer or exchange of any security under the Plan or the making or delivery of any instrument of transfer pursuant to, in implementation of, or as contemplated by, the Plan or the re-vesting, transfer or sale of any real or personal Property of the Debtor pursuant to, in implementation of, or as contemplated by, the Plan shall not be taxed under any state or local law imposing a stamp tax or similar tax or fee. The charter of the Reorganized Debtor shall be, and upon the Effective Date is deemed to be, amended (a) to prohibit the issuance of nonvoting equity securities, (b) to require in the event of issuance of more than one class of voting equity securities, that voting power be appropriately distributed among such classes, and (c) to require in the event of issuance of any class of equity securities having a preference with respect to dividends, that such preferred class be give an adequate means to elect directors representing such preferred class in the event of default in the payments of such dividends.

**10.20. Severability.** If any term or provision of the Plan is held by the Bankruptcy Court prior to or at the time of Confirmation to be invalid, void or unenforceable, the Bankruptcy Court shall have the power to alter and interpret such term or provision to make it valid or enforceable to the maximum extent practicable, consistent with the original purpose of the term or provision held to be invalid, void or unenforceable, and such term or provision shall then be applicable as so altered or interpreted. In the event of any such holding, alteration, or interpretation, the remainder of the terms and provisions of the Plan may, at the Debtor's option, remain in full force and effect and not be deemed affected. However, the Debtor reserves the right not to proceed to Confirmation or consummation of the Plan if any such ruling occurs. The Confirmation Order shall constitute a judicial determination and shall provide that each term and provision of the Plan, as it may have been altered or interpreted in accordance with the foregoing, is valid and enforceable pursuant to its terms.

**10.21. Headings.** The headings used in the Plan are for convenience only and neither constitutes a portion of the Plan nor in any manner affect the provisions of the Plan.

**10.22. Preservation of Causes of Action.** Except as otherwise expressly released pursuant to the provisions of this Plan, the Plan Trustee shall retain all rights and all causes of action accruing to the Debtor and the Estate, including but not limited to, those arising under Sections 505, 544, 547, 548, 549, 550, 551, 553 and 1123(b)(3)(B) of the Bankruptcy Code and the Claims asserted in any pending civil action. Except as expressly provided in this Plan or the Confirmation Order, nothing contained in the Plan, including the release and exculpation provisions, or the Confirmation Order shall be deemed to be a waiver or relinquishment of any such rights or causes of action. Unless otherwise provided in the Plan, nothing contained in the Plan, including the release and exculpation provisions, or the Confirmation Order shall be deemed a waiver or relinquishment of any Claim, cause of action, right of setoff, or other legal or equitable defense of the Debtor. The Debtor shall have, retain, reserve, and the Plan Trustee shall be entitled to assert, all such non-released claims, causes of action, rights of setoff and other legal or equitable defenses that Debtor has as fully as if the Chapter 11 Case had not been

commenced, and all of the Debtor's legal and equitable rights respecting any Claims, causes of action, rights of setoff and other legal or equitable defenses that are not specifically waived or relinquished by the Plan may be asserted after the Effective Date to the same extent as if the Chapter 11 Case had not been commenced.

**ARTICLE XI  
CONFIRMATION REQUEST**

The Debtor requests Confirmation of the Plan pursuant to Sections 1129(a) and (b) of the Bankruptcy Code.

Respectfully submitted,

**TROVERCO, INC., DEBTOR**

/s/ Jim Hicks  
Name: Jim Hicks  
Title: Director of Finance and Treasurer

Counsel for Debtor:

**SPENCER FANE LLP**

/s/ Ryan C. Hardy  
Eric C. Peterson MO #62429  
Ryan C. Hardy MO #62926  
1 North Brentwood Boulevard  
Suite 1000  
St. Louis, MO 63105  
(314) 863-7733  
(314) 862-4656 – Fax  
epeterson@spencerfane.com  
rhardy@spencerfane.com

Lisa A. Epps MO#48544  
1000 Walnut, Suite 1400  
Kansas City, MO 64106  
(816) 474-8100  
(816) 474-3216– Fax  
lepps@spencerfane.com

**CULLEN AND DYKMAN LLP**

S. Jason Teele, Esq.  
Nicole Stefanelli, Esq.  
One Riverfront Plaza  
Newark, New Jersey 07102  
(973) 849-0220  
steele@cullenanddykman.com  
nstefanelli@cullenanddykman.com

Schedule E/F: Creditors Who Have Unsecured Claims  
Creditors with NONPRIORITY Unsecured Claims

Schedule 4.2

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
AOHD - EAHC STRUCTURES	1410 E FAVETTE AVE		EFFINGHAM	IL	62401	Trade Debt					\$147.04			
ATMOS ENERGY	PO BOX 790311		ST LOUIS	MO	63179	Utility					\$2,112.16-1	\$104.24		PO Box 650205 Dallas, TX 75265
AWIM LLC	922 E LINWOOD BLVD		KANSAS CITY	MO	64109	Trade Debt					\$117.26			
BARRON FAMILY CLINIC	1600 WEST C PLACE		RUSSELLVILLE	AR	72801	Trade Debt					\$95.00			
BEL-O	5909 COOL SPORTS ROAD		BELLEVILLE	IL	62223	Trade Debt					\$357.50			
BENJAMIN FRANKLIN PLUMBING	7748 TROOST		KANSAS CITY	MO	64131	Trade Debt					\$198.00			
BEST WESTERN PLUS HOUMA INN	117 LINDA ANN AVE		GRAY	LA	70359	Trade Debt					\$411.20			
BROWN LANE PROPERTIES INC	7914 BURLISON ROAD		AUSTIN	TX	78744	Rent					\$285.29	\$667.14		
BUCKS COUNTY BENEFITS INS	306 LAKESIDE DR		SOUTHAMPTON	PA	18966	Insurance					\$472.00			
BUSINESS AUDIO PLUS	111 N CENTRAL		EUREKA	MO	63025	Trade Debt					\$166.92			
C N S SERVICES INC	14661 U S HIGHWAY 30		HINCKLEY	IL	60520	Trade Debt					\$260.00	\$554.00		
CALLAWAY ELECTRIC COOPERATIVE	PO BOX 250		FULTON	MO	65251-0250	Utility					\$319.64			
CENTURYLINK	PO BOX 2961		PHOENIX	AZ	85062-2961	Utility					\$124.21			
CITY OF KANSAS CITY, MO	414 E 12TH ST	2ND FLOOR	KANSAS CITY	MO	64106	Utility					-\$0.01	\$1,034.37		Suite 2402
CITY OF MATTOON	208 N 19TH	PO BOX 99	MATTOON	IL	61938	Utility					\$17.66			
CITY OF OKLAHOMA CITY	PO BOX 26570		OKLAHOMA CITY	OK	73126-0570	Utility					\$32.35			
CITY OF RAYTOWN	PO BOX 219023		KANSAS CITY	MO	64121-9023	Utility					\$29.40			
CITY OF ST LOUIS ARFAM	PO BOX 790106		ST LOUIS	MO	63179	Fine					\$50.00			
CLARION HOTEL (OK161)	2600 N ASPEN		BROKEN ARROW	OK	74012	Trade Debt					\$239.46			
COMCAST	PO BOX 530098		ATLANTA	GA	30353-0098	Utility					\$215.02			
COMFORT INN MOUNTAIN HOME	1031 HIGHLAND CIRCLE		MOUNTAIN HOME	AR	72653	Trade Debt					\$388.64			
COMFORT INN ARDMORE(OK214)	410 RAILWAY EXPRESS		ARDMORE	OK	73401	Trade Debt					\$91.64	\$91.64		
COMFORT INN & SUITES (AR090)	209 W COMMERCE		BRYANT	AR	72022	Trade Debt					\$405.88			
COMFORT INN & SUITES (KS567)	4009 PARKVIEW DRIVE		PITTSBURG	KS	66762	Trade Debt					\$184.38			
COMFORT INN & SUITES (MO087)	3400 S RANGELINE ROAD		JOPLIN	MO	64804	Trade Debt					\$78.59			
COMFORT INN & SUITES (MO103)	2815 N GLENSTONE AVE		SPRINGFIELD	MO	65803	Trade Debt					\$352.54	\$552.54		Ganeshram Talwar, Inc. d/b/a Comfort Inn North
COMFORT INN (AL239)	4725 UNIVERSITY DRIVE		HUNTSVILLE	AL	35816	Trade Debt					\$91.52			
COMFORT INN (FL172)	8080 NORTH DAVIS HIGHWAY		PENSACOLA	FL	32514	Trade Debt					\$264.27	\$264.27		
COMFORT INN SUITES (AR145)	2714 E PARKWAY DR		RUSSELLVILLE	AR	72802	Trade Debt					\$341.25			
COMFORT SUITES (AR223)	5420 CROSSROADS PARKWAY		TEKARKANA	AR	71854	Trade Debt					\$65.70			
COMFORT SUITES (GA044)	5236 ARMOUR RD		COLUMBUS	GA	31904	Trade Debt					\$83.88			
COMFORT SUITES (KY186)	210 HARVEY WAY		HOPKINSVILLE	KY	42240	Trade Debt					\$112.29			
COMFORT SUITES (NC387)	4721 MARKET ST		WILMINGTON	NC	28405	Trade Debt					\$275.88			

Schedule E/F: Creditors Who Have Unsecured Claims  
Creditors with NONPRIORITY Unsecured Claims

Schedule 4.2

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Unliquidated	Disputed	POC Number	POC Amount	502(b)(9) Amount	Notes
COMFORT SUITES (OK120)	400 SE LINCOLN BLVD		IDABEL	OK	74745	Trade Debt					\$434.16		
COMFORT SUITES (OK122)	4220 -140 W SERVICE RD		OKLAHOMA CITY	OK	73108	Trade Debt					\$337.10		
COMFORT SUITES (OK181)	201 SE INTERSTATE DRIVE		LAWTON	OK	73501	Trade Debt					\$176.34	\$2,167.92	*FILED 10/25/17
COMFORT SUITES (TXCS6)	323 E LOUETTA RD		SPRING	TX	77373	Trade Debt					\$113.85	\$1,062.51	
COMFORT SUITES AIRPORT (MS190)	121 HOSPITALITY DR		FLOWOOD	MS	39232	Trade Debt					\$212.53		
COUNTY FORKLIFT INC	1201 ALDINE BENDER RD		HOUSTON	TX	77032	Trade Debt					\$508.34		
CSI COMMERCIAL SERVICES INC	EARNHARDT PROPERTIES INC 18330 EDISON AVENUE		ST LOUIS	MO	65005	Trade Debt					\$347.93	\$347.93	
DISTRIBUTION SERVICES OF AMERICA INC.	2900 WESTCHESTER AVE		PURCHASE	NY	10577	Trade Debt					\$88.00		
DISTRIBUTION SERVICES OF AMERICA INC.	2900 WESTCHESTER AVE		PURCHASE	NY	10577	Trade Debt					\$110.00		
DRURY HOTELS	28099 I-45 NORTH		THE WOODLANDS	TX	77380	Trade Debt					\$252.98	\$252.98	200 S. Farrar Cape Girardeau, MO 63703
DRURY INN	3180 S DIRKSEN PKWY		SPRINGFIELD	IL	62703	Trade Debt					\$124.29	\$124.29	200 S. Farrar Cape Girardeau, MO 63703
DRURY INN COLUMBIA	1000 KNIPP ST		COLUMBIA	MO	65203	Trade Debt					\$124.26	\$124.26	200 S. Farrar Cape Girardeau, MO 63703
DRURY INN & SUITES AUSTIN	6711 IH 35 NORTH		AUSTIN	TX	78752	Trade Debt					\$321.98	\$321.98	200 S. Farrar Cape Girardeau, MO 63703
DRURY INN & SUITES CHARLOTTE UNIVERSITY PLACE	415 WEST WT HARRIS BLVD		CHARLOTTE	NC	28262	Trade Debt					\$121.00	\$121.00	200 S. Farrar Cape Girardeau, MO 63703
DUKE ENERGY	PO BOX 70516		CHARLOTTE	NC	28272	Utility					\$154.39		
ELECTRIC SERVICE & REPAIR	PO BOX 262		WENDELL	NC	27591	Trade Debt					\$433.23		
EMPIRE DISTRICT	PO BOX 219239		KANSAS CITY	MO	64121-9239	Utility					\$315.32	\$248.28	Empire District Electric Company PO Box 117 Joplin, MO 64802-0117
EMPIRE PETROLEUM PARTNERS LLC	8350 N CENTRAL EXPY STE M2185		DALLAS	TX	75206	Trade Debt					\$190.00		
ENERGY	PO BOX 8108		BATON ROUGE	LA	70891-8108	Utility			X		\$230.16	\$93.13	Energy Mississippi, Inc. 4809 Jefferson Hwy., Suite New Orleans, LA 70121
EPB	PO BOX 182254		CHATTANOOGA	TN	37422	Utility			X		\$46.62	\$39.82	
EQUIPMENT SERVICES CO LLC	PO BOX 2463		PHENIX CITY	AL	36868	Trade Debt					\$323.50		
FLASH MARKETS	PO BOX 2389		WEST MEMPHIS	AR	72303-2389	Trade Debt					\$233.34		
FOOD EQUIPMENT REPAIR INC	1925 MCGEE STREET		KANSAS CITY	MO	64108-1827	Trade Debt					\$344.65	\$344.65	
FORD SQUARE OF MT VERNON	PO BOX 729	1501 BROADWAY	MOUNT VERNON	IL	62864	Trade Debt					\$227.38		
FRONTIER	PO BOX 20550		ROCHESTER	NY	14602-0550	Utility					\$65.90		
GFI DIGITAL	PO BOX 775010		ST LOUIS	MO	63177	Trade Debt					\$45.76		
GRAHAM ENTERPRISES	PO BOX 777		MUNDELEIN	IL	60060	Trade Debt					\$345.62		
GRUB MART	1000 COLUMBUS PKWY		OPELIKA	AL	36801	Trade Debt					\$63.36		
GUEST INN OF ARDMORE	2519 W VETERANS BLVD		ARDMORE	OK	73401	Trade Debt					\$232.00		
GULF POWER	PO BOX 830660		BIRMINGHAM	AL	35283-0660	Utility			X		\$93.03	\$63.83	One Energy Place - Bldg 31 Pensacola, FL 32520
HAMPTON	310 E COUNTRYSIDE PARKWAY		YORKVILLE	IL	60560	Trade Debt					\$323.73		
HAMPTON INN ROCKFORD	615 CLARK DR		ROCKFORD	IL	61107	Trade Debt					\$140.64		

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Schedule E/F: Creditors Who Have Unsecured Claims  
Creditors with NONPRIORITY Unsecured Claims

Schedule 4.2

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unfiled	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
HEALTHREME LLC	3235 PERKINS RD		BATON ROUGE	LA	70808	Trade Debt						\$88.50		
HEARTLAND WASTE	PO BOX 1227		WARRENSBURG	MO	64093	Utility						\$85.00		
HOLIDAY INN EXPRESS	146 DEARMAN DR		MONTICELLO	AR	71655	Trade Debt						\$368.00		
HOLIDAY INN SOUTH COUNTY CENTER	6921 A LINDBERGH BLVD		ST LOUIS	MO	63125	Trade Debt						\$113.22		
HOWARD'S DISPOSAL INC	2822 N COUNTY ROAD 330E		MATTOON	IL	61938	Utility						\$147.00		
HPT-TRS-1	CANDELWOOD SUITES WICHITA NORTHEAST	3141 N WEBB RD	WICHITA	KS	67226	Trade Debt						\$90.68		
ILLINOIS AMERICAN WATER	PO BOX 94551		PALATINE	IL	60094-4551	Utility				X		\$80.25	\$42.33	PO Box 578 Alton, IL 62002
JOEL HINOJOSA	P O BOX 537		ELM MOTT	TX	76640	Rent						\$200.00		
KING'S PALACE LLC	816 NORTH LAKESHORE DR		LAKE CHARLES	LA	70601	Rent						\$300.00		
KRAUSE KEY & LOCK SERVICE	4525 HAMPTON AVE		SAINT LOUIS	MO	63109	Trade Debt						\$90.00		
KUHLMAN LAW/CARE SERVICES	1125 SE 600		KNOB NOSTER	MO	65336	Trade Debt						\$450.00		
LA QUINTA 1 & S ROUND ROCK SOUTH	150 PARKER DR		AUSTIN	TX	78728	Trade Debt						\$225.64		
LA QUINTA INN & SUITES RALEIGH DURHAM INTL AP	1001 HOSPITALITY CT		MORRISVILLE	NC	27560	Trade Debt						\$428.10		
LA QUINTA INN & SUITES DURANT	417 CRISWELL BLVD		DURANT	OK	74701	Trade Debt						\$302.99		
LA QUINTA INN & SUITES SAN ANTONIO DOWNTOWN	100 W CESAR E CHAVEZ BLVD		SAN ANTONIO	TX	78204	Trade Debt						\$131.35		
LA QUINTA INN & SUITES SEGUIN	1501 HIGHWAY 46 SOUTH		SEGUIN	TX	78155	Trade Debt						\$193.24		
LAQUINTA INN SCHERTZ	17650 FOUR OAKS LANE		SCHERTZ	TX	78154	Trade Debt						\$482.51	\$482.51	
LAQUINTA INN DAVENPORT	3330 E KIMBERLY RD		DAVENPORT	IA	52807	Trade Debt						\$69.56		
LAQUINTA INN GARLAND HARBOR	375 I-30 EAST		GARLAND	TX	75043	Trade Debt						\$124.30		
LEGEND REFRIGERATION LLC	212 WALNUT GROVE RD		BOERNE	TX	78006	Trade Debt						\$238.15	\$238.15	
LOMC	3202 N FOURTH ST STE 100		LONGVIEW	TX	75605	Trade Debt						\$50.00		
MARCO TECHNOLOGIES LLC	NW 7128 PO BOX 1450		MINNEAPOLIS	MIN	55485	Trade Debt						\$99.35	\$317.05	Marco 4510 Heatherwood Rd. St. Cloud, MN 56301
MEDFIRST MEDICAL CENTER	2731 B CAPITAL BLVD		RALEIGH	NC	27604	Trade Debt						\$158.00		
MEINER MARKET	34200 COMMERCE DRIVE		DESOTA	KS	66018	Trade Debt						\$102.43		
MISSISSIPPI POWER	PO BOX 245		BIRMINGHAM	AL	35201-0245	Utility				X		\$251.96	\$112.96	420 W Pine St.
NASHVILLE ELECTRIC SERVICE	PO BOX 305099		NASHVILLE	TN	37230	Utility						\$203.44	\$210.19	
NEMCO	301 MEUSE ARGONNE	PO BOX 305	HICKSVILLE	OH	43526	Trade Debt						\$335.28		
NOVANT HEALTH	PO BOX 71052		CHARLOTTE	NC	28272	Trade Debt						\$92.00		
OCCUPATIONAL HEALTH CENTERS	PO BOX 9005		ADDISON	TX	75001-9005	Trade Debt						\$416.50		
OCCUPATIONAL HEALTH CENTERS OF KANSAS PA	CONCENTRA MEDICAL CENTERS	PO BOX 369	LOMBARD	IL	60148-0369	Trade Debt						\$355.00		
OFFICE ESSENTIALS INC	1834 WALTON ROAD		WNSO	MO	63114	Trade Debt						\$462.40		
ONE GAS INC	DBA TEXAS GAS SERVICE COMPANY	PO BOX 219913	KANSAS CITY	MO	64121	Utility						\$50.96		
PACKAGING HORIZONS CORP	ONE DANFORTH DRIVE		EASTON	PA	18045	Trade Debt						\$295.42	\$295.42	

Schedule E/F: Creditors Who Have Unsecured Claims  
Creditors with NONPRIORITY Unsecured Claims

Schedule 4.2

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
PEP BOYS	PO BOX 8500-5046		PHILADELPHIA	PA	19178	Trade Debt						\$391.58		
PETRO TRAVEL PLAZA	900 PETRO DR		ROCHELLE	IL	61068	Trade Debt						\$106.92		
PIC QUICK #3	800 SOUTH MAIN		HUTCHINSON	KS	67501	Trade Debt						\$18.32		
PIT STOP TIRE & CAR CARE	9555 SOUTH CHOCTAW		BATON ROUGE	LA	70815	Trade Debt						\$95.47		
POWER WASHER PLUS LLC	4700 W INNOVASTION DR		BLOOMINGTON	IN	47404	Trade Debt						\$150.00		
PSNC ENERGY	PO BOX 100756		COLUMBIA	SC	29202	Utility						\$19.56		
PUBLIC WATER SUPPLY DIST NO.2	6945 BLUE RIDGE BLVD		RAYTOWN	MO	64133-5695	Utility						\$22.97		
PUBLIC WATER SUPPLY DISTRICT 3 OF JOHNSON COUNTY	106 SE 421 RD		WARRENSBURG	MO	64093	Utility						\$20.70		
QUALITY INN KY 264	2105 CLUB VISTA PLACE		LOUISVILLE	KY	40245	Trade Debt						\$104.40		
QUALITY INN (MO350)	220 JAN HOWARD EXPRESSWAY		WEST PLAINS	MO	65775	Trade Debt						\$256.51		
QUALITY INN & SUITES (IN452)	1935 SHERWOOD GLEN		BLOOMFIELD TOWNS	MI	48302	Trade Debt						\$159.28		
QUALITY INN (IN294)	701 CONNEXION WAY		COLUMBIA CITY	IN	46725	Trade Debt						\$278.20		
QUALITY TRUCK WASHES INC	100 W INDUSTRIAL RD		FULTON	MO	65251	Trade Debt						\$25.00		
RABEN TIRE COMPANY	P O BOX 785		SIKESTON	MO	63801	Trade Debt						\$346.34	\$346.34	2100 N. New York Ave. Evanville, IN 47711 FILED 10/12/17*
REPUBLIC SERVICES 4832	PO BOX 9001099		LOUISVILLE	KY	40290-1099	Utility						\$450.73		
RICHARD OIL CO	PO BOX 216		HUMESTON	IA	50123	Trade Debt						\$111.87		
ROYAL BUYING GROUP	2100 WESTERN COURT STE 350		LISLE	IL	60532	Trade Debt						\$100.96		
ROYAL GOLDEN HOSPITALITY HAMPTON	1416 BROADWAY AVE EAST		MATTOON	IL	61938	Trade Debt						\$186.48	\$198.48	c/o Amrik Kalle 200 Sagemoor Ct. Roseville, CA 95678
S & S SERVICE CO.	PO BOX 552		MATTOON	IL	61938	Trade Debt						\$360.07		
SAV A STEP FOOD MARTS	610 PROVIDENCE WAY		CLARKSVILLE	IN	47129	Trade Debt						\$307.30		
SAVE TRIP	216 W BROADWAY		SEDALIA	MO	65301	Trade Debt						\$91.78		
SCE&G	PO BOX 100255		COLUMBIA	SC	29202-3255	Utility						\$466.08		
SLEEP INN & SUITES (KS144)	202 W 11TH ST		COFFEYVILLE	KS	67337	Trade Debt						\$446.55		
SLEEP INN & SUITES (LA229)	6720 KLUG PINES RD		SHREVEPORT	LA	71129	Trade Debt						\$323.68		
SLEEP INN (SC209)	7435 NORTH-SIDE DR		CHARLESTON	SC	29420	Trade Debt						\$143.36		
SONNY'S SOLID WASTE	PO BOX 791		SIKESTON	MO	63801	Utility						\$63.00		
SSM HEALTH MEDICAL GROUP	PO BOX 1027		JEFFERSON CITY	MO	65102	Trade Debt						\$15.00		
ST FRANCIS MEDICAL CTR	PO BOX 1901		MONROE	LA	71210	Trade Debt						\$85.00		
ST VINCENT'S OCCUPATIONAL HEALTH CLINIC LLC	PO BOX 936129		ATLANTA	GA	31109	Trade Debt						\$113.00		
SUBZERO LOGISTICS & COLD STORAGE	1750 BELT WAY DR		OVERLAND	MO	63114	Trade Debt						\$88.00	\$1,200.00	
SUPER 8 LEBANON	1831 W ELM ST		LEBANON	MO	65536	Trade Debt						\$298.90		

# Schedule 4.2

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
SUPER 8 BETHANY	811 S 38TH ST		BETHANY	MO	64424	Trade Debt					566.74 32-1	\$133.48		Bethany Ventures, Inc. d/b/a Super 8 Motel P.O. Box 227 Cameron, MO 64429
SUPER 8 JONESBORO	2500 S CANAWAY ROAD		JONESBORO	AR	72401	Trade Debt					556.75			
SUPER 8 MACON	203 E BRIGGS		MACON	MO	63552	Trade Debt					570.75			
TED'S TRASH SERVICE, INC	PO BOX 520230		INDEPENDENCE	MO	64052-3798	Utility					1172.50			
TIME WARNER CABLE	PO BOX 70872		CHARLOTTE	NC	28772-0872	Utility					-5443.19			
TRAILSIDE ENTERPRISES INC	21-78 LAKE CARROLL BLVD		LAKE CARROLL	IL	61046	Trade Debt					883.70 37-1	\$83.70		Lenark, IL 61046
TREXCON INC	PO BOX 3108		SAINT JOSEPH	MO	64501	Trade Debt					3338.52			
TRUCK CENTERS INC	2280 FORMOSA ROAD		TROY	IL	62394	Trade Debt					350.66			
TUNDRA REFRIGERATION CO INC	1515 W ERLER AVE		INDIANAPOLIS	IN	46217	Trade Debt					377.00			
UNIVERSAL SERVICES	407 CANYON CREEK	SUITE 105	TEMPLE	TX	76502	Trade Debt					173.20			
VECTREN ENERGY DELIVERY	PO BOX 6250		INDIANAPOLIS	IN	46206-6250	Utility					-5338.53			
WABASH ZEPHYR LLC	AMERICA'S BEST VALUE INN HOTEL	PO BOX 549	HOLTS SUMMIT	MO	65043	Trade Debt					562.57			
WASTE MANAGEMENT OF ATLANTA HAULING	PO BOX 105463		ATLANTA	GA	30348-5463	Utility					369.99			
WEAVER REFRIGERATION /AIR CONDITIONING	PO BOX 831		RUSSELLVILLE	AR	72811	Trade Debt					357.69			
WEST CENTRAL ELECTRIC COOPERATIVE INV	PO BOX 452		HIGGINSVILLE	MO	64037	Utility					478.81 27-1	\$526.69		
WOOLEVER'S CLUTTING SERVICE LLC	117 CAPITAL PARK		SENATOBIA	MS	38668	Trade Debt					225.00			
						<b>TOTAL</b>					<b>\$27,978.31</b>			



Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
AAIM EA	PO BOX 790379		ST LOUIS	MO	63179	Trade Debt						\$2,312.61		
ACCENT HOME SERVICES LLC	7748 TROOST AVENUE		KANSAS CITY	MO	64131						39-1	\$1,938.00		
ADP LLC	PO BOX 842875		BOSTON	MA	02284-2875	Payroll Service						\$3,745.00		
ADVANCED LAWN CARE FERTILIZER CO	PO BOX 729		SPRINGFIELD	MO	65801	Trade Debt						\$585.00		
AFS TECHNOLOGIES INC	PO BOX 53573		PHOENIX	AZ	85072-3573	Trade Debt						\$2,440.00		
ALABAMA DEPARTMENT OF REVENUE	LEGAL DIVISION	P.O. BOX 320001	MONTGOMERY	AL	00003-6132						12-1	\$23,640.80		
ALLIED INDUSTRIAL EQUIPMENT	9388 DIELMAN INDUSTRIAL DR		ST LOUIS	MO	63132	Trade Debt						\$1,854.90	70-1	\$1,854.90
ALLIED REFRIGERATION	735 E ADMIRAL BLVD		TULSA	OK	74120	Trade Debt						\$587.00		
AMEREN ILLINOIS	PO BOX 88034		CHICAGO	IL	60680-1034	Utility			X		28-1 28-2 28-3	\$3,788.89 \$5,028.41 \$5,554.42		2105 E State Route 104 Pawnee, IL 62558
AMEREN MISSOURI	PO BOX 88068		CHICAGO	IL	60680-1068	Utility					1-1	\$6,253.25	\$6,579.11	P.O. BOX 66881 St. Louis, MO 63166
AMERICAN FOODS GROUP LLC	DBA SKYLARK MEATS	P O BOX 298	LONG PRAIRIE	MN	56347	Trade Debt			X		20-1	\$10,920.00	No	
AMERICAN SOLUTIONS FOR BUS	8479 SOLUTION CENTER		CHICAGO	IL	60677	Trade Debt					6-1 6-2	\$1,570.39 \$2,246.55		P.O. Box 218 Glenwood MN 56334
BARRON & ASSOCIATES INC	DBA EMPLOYER SERVICES CO	2024 STATE STREET	GRANITE CITY	IL	62040	Trade Debt						\$1,526.02		
BAYMONT INN	2205 CARDINAL DR		FULTON	MO	65251	Trade Debt						\$1,730.69	41-1	\$2,200.05
BLUE TREE SYSTEMS INC	CENTREPORT III	101 CENTREPORT DRIVE	GREENSBORO	NC	27409	Trade Debt						\$1,670.00	60-1	\$3,818.50
BON APPETIT	4525 DISTRICT BLVD		VERNON	CA	90058	Trade Debt			X		63-1	\$191,496.00	\$205,657.44	No
BRDD LLC	COMFORT INN (MO321)	963 SE OLDHAM PARKWAY	LEES SUMMIT	MO	64081	Trade Debt						\$3,001.10		
CENTRAL FREIGHT MGMT LLC	11500 OLIVE BLVD STE 276		CREVE COEUR	MO	63141	Trade Debt			X		35-1	\$22,721.96	\$22,721.96	
CIRCLE K STORES FRANCHISE	P O BOX 203253		DALLAS	TX	75320-3253	Trade Debt						\$898.97		
CIRRO ENERGY	PO BOX 660004		DALLAS	TX	75266	Utility						\$1,201.51		
CIRRO ENERGY	PO BOX 2229		HOUSTON	TX	77252	Utility						\$1,027.09	74-1	\$2,532.95
CITY OF AUSTIN	PO BOX 2267		AUSTIN	TX	78783-2267	Utility						\$1,066.86	59-1	\$1,709.53
COMFORT INN (KS001)	9525 E CORPORATE HILLS		WICHITA	KS	67207	Trade Debt						\$513.84		
COMFORT INN (MO177)	609 E RUSSELL AVE		WARRENSBURG	MO	64093	Trade Debt						\$566.47		
COMFORT SUITES (AR133)	2011 S.E. WALTON BLVD		BENTONVILLE	AR	72712	Trade Debt						\$606.12		
COMFORT SUITES (AR182)	320 HOLIDAY DRIVE		FORREST CITY	AR	72335	Trade Debt						\$626.49		
COMFORT SUITES (KS128)	715 W SCHILLING RD		SALINA	KS	67401	Trade Debt						\$1,130.25		
COMFORT SUITES (KY100)CORBIN STES	47 ADAMS RD		CORBIN	KY	40701	Trade Debt						\$696.08		
COMFORT SUITES (MS120)	7075 MOORE DRIVE		SOUTHAVEN	MS	38671	Trade Debt						\$752.40		
COMFORT SUITES (MS423)	122 PLAZA DR		HATTIESBURG	MS	39402	Trade Debt						\$792.08		
COMFORT SUITES RTP/RDU (NC013)	5219 PAGE ROAD		DURHAM	NC	27703	Trade Debt						\$1,236.04		
COMMONWEALTH EDISON COMPANY	THREE LINCOLN CENTRE		OAKBROOK TERRACE	IL	60181						36-1	\$732.35		
CONGLOBAL INDUSTRIES INC	1802 HWY 146 N		LAPORTE	TX	77571	Trade Debt						\$1,082.50		

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
COPELAN SERVICES	P O BOX 8442		CAROL STREAM	IL	60197	Trade Debt						\$1,340.77		
CT CORPORATION	111 EIGHTH AVE.	13TH FLOOR	NEW YORK	NY	10011						10-1	\$342.79		
D&B NO. 3, LLP	SCHREEDER WHEELER & FLINT LLP	1100 PEACHTREE ST, NE, SUITE 800	ATLANTA	GA	30309						102-1	\$56,848.72		
DAIMLER ASSOCIATES	C/O KEVIN L. SINK	P.O. BOX 18237	RALEIGH	NC	27614						97-1	\$107,488.00		
DANIEL MANNING	517 COVENTRY ROAD		TROY	IL	62294	Separation Agreement						\$45,000.00	57-1	\$37,500.00
DAVID O'KEEFE	376 MEADOWBROOK COUNTRY CLUB ESTATES		BALLWIN	MO	63011	Deferred Compensaton					95-1	\$227,913.67	95-2	\$227,913.67
DIS - CHARLOTTE NORTHLAKE	6920 NORTHLAKE MALL DRIVE		CHARLOTTE	NC	28216	Trade Debt						\$933.44	83-1	\$1,278.25
DIVERSIFIED LABEL IMAGES	PO BOX 101269		IRONDALE	AL	35210	Trade Debt						\$2,010.61		
DONCO TRUCK & AUTOMOTIVE	826 KRAMER LANE		AUSTIN	TX	78758-4303	Trade Debt						\$615.11	66-1	\$615.11
DRURY I & S BIRMINGHAM SW	160 STATE FARM PARKWAY		BIRMINGHAM	AL	35209	Trade Debt						\$737.05	80-1	\$2,205.30
DRURY I & S CINCINNATI NORTH	2265 E SHARON RD		SHARONVILLE	OH	45241	Trade Debt						\$609.94		
DRURY I & S INDIANAPOLIS NE	8180 N SHADELAND AVE		INDIANAPOLIS	IN	46250	Trade Debt						\$2,535.94	82-1	\$1,676.75
DRURY I&S - COLUMBUS NW	6170 PARK CENTER CIRCLE		DUBLIN	OH	43017	Trade Debt						\$532.24	85-1	\$739.02
DRURY INN NORTHEAST	4900 CRESTWIND DR		SAN ANTONIO	TX	78239	Trade Debt						\$962.90	84-1	\$1,077.64
DRURY INN & SUITES BATON ROUGE	7939 ESSEN PARK		BATON ROUGE	LA	70809	Trade Debt						\$1,163.63	81-1	\$1,176.84
DRURY INN ST JOSEPH	4213 FREDERICK BLVD		ST JOSEPH	MO	64506	Trade Debt						\$661.06	87-1	\$509.67
DRURY PLAZA HOTEL - ST. LOUI	2 SOUTH 4TH STREET		ST. LOUIS	MO	63102	Trade Debt						\$528.58	86-1	\$528.58
E L PRUITT CO	PO BOX 3306		SPRINGFIELD	IL	62708	Trade Debt						\$842.53		
EL PRUITT COMPANY	3090 COLT ROAD		SPRINGFIELD	IL	62707	Trade Debt						\$842.53		
EMPLOYER SERVICES COMPANY	C/O VOGLER & ASSOCIATES, LLC	P.O. BOX 419037	ST. LOUIS	MO	63141								49-1	\$2,041.73
ENERGY PETROLEUM	PO BOX 790372		ST LOUIS	MO	63179-0372	Utility						\$530.05		
ENTERGY	PO BOX 8103		BATON ROUGE	LA	70891-8103	Utility						\$4,085.37	77-1	\$3,986.59
ENTERGY ARKANSAS INC	PO BOX 8101		BATON ROUGE	LA	70891	Utility						\$976.39	78-1	\$1,212.65
ENTERPRISE LEASING CO	CUSTOMER BILLING	P O BOX 800089	KANSAS CITY	MO	64180-0089	Trade Debt						\$13,020.40		
ENTERPRISE REFRIGERATION CO	P O BOX 90475		HOUSTON	TX	77290	Trade Debt						\$1,346.13		
FIRST MORGAN LLC	201 N MERAMEC		CLAYTON	MO	63105	Rent						\$2,400.00	114-1	\$483,905.05
GLASS AMERICA OF ST LOUIS	32347 COLLECTION CENTER DR		CHICAGO	IL	60693	Trade Debt						\$579.19		
GPM INVESTMENTS LLC	8565 MAGELLAN PKWY	SUITE 400	RICHMOND	VA	23227	Customer Rebate			X			\$1,313.94	101-1	\$1,338.55
GRAINGER	DEPT. 688-809418254		PALATINE	IL	60038-0001	Trade Debt						\$789.13	5-1	\$744.47
GREENSFELDER HEMKER & GALE PC	10 SOUTH BROADWAY - STE 2000		SAINT LOUIS	MO	63102	Legal						\$1,642.95	8-1	\$2,017.95
HAMPTON INN - GATEWAY ARCH	333 WASHINGTON AVENUE		ST LOUIS	MO	63102	Trade Debt						\$1,980.09		
HIRELEVEL	3911 W ERNESTINE DR		MARION	IL	62959	Temp Labor						\$2,353.76	76-1	\$2,378.35

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes	
HOGAN DEDICATED SERVICES LLC	2150 SCHUETZ RD STE 210		ST LOUIS	MO	63146	Trade Debt						\$62,322.32			
HOGAN TRUCK LEASING INC	2150 SCHUETZ RD STE 210		ST LOUIS	MO	63146-3517	Trade Debt						\$239,198.60			
HP PRODUCTS	PO BOX 68310		INDIANAPOLIS	IN	46268	Trade Debt						\$821.47			
INTEGRATED COMMUNICATIONS INC	4441-106 SIX FORKS #316		RALEIGH	NC	27609	Trade Debt			X			\$5,672.00	67-1	\$5,672.00	220 Horizon Dr., Suite 117
INTERCONTINENTAL HOTELS GROUP RESOURCES, INC.	ATTN: LEGAL - OPERATIONS	THREE RAVINIA DRIVE, SUITE 100	ATLANTA	GA	30346								100-1	\$634.76	
INTERNAL REVENUE SERVICE	P.O. BOX 7346		PHILADELPHIA	PA	19101								4-1	\$6,500.00	
													4-2	\$200.00	
IOWA 80	PO BOX 639		WALCOTTE	IA	52773	Customer Rebate				X		\$836.84	99-1	\$872.01	Attn: Meredith Hamilton 515 Sterling Dr. Walcott, IA 52773
IRON MOUNTAIN	P O BOX 915026		DALLAS	TX	75391-5026	Trade Debt						\$530.32			
JACKSON LEWIS PC	PO BOX 416019		BOSTON	MA	02241	Trade Debt				X		\$8,820.00	34-1	\$4,906.93	1133 Westchester Ave., Suite 5125 West Harrison, NY 10604
JAMES ODORIZZI	807 SAINT CLAIR AVE		COLLINSVILLE	IL	62234	Deferred Compensation						\$118,461.42	26-1	\$118,461.42	
JOHN VIVIANO	2055 BOWLER ROAD		O'FALLON	IL	62269	Deferred Compensation						\$269,228.40			
KCP&L	PO BOX 219703		KANSAS CITY	MO	64121	Utility						\$951.37			
KCPL GREAT MISSOURI CORPORATION INC.	P.O. BOX 11739		KANSAS CITY	MO	64138								11-1	\$928.52	
KENWORTH OF BRIMINGHAM, INC	PO BOX 320131		BIRMINGHAM	AL	35232	Trade Debt						\$1,000.00			
LA QUINTA INN & SUITES FT WAYNE	2902 E DUPONT RD		FORT WAYNE	IN	46825	Trade Debt						\$793.18			
LA QUINTA INN & SUITES HOUSTON ENERGY CORRIDOR	2451 SHADOW VIEW LANE		HOUSTON	TX	77077	Trade Debt						\$516.25	113-1	\$516.25	*FILED 10/12/17
LA QUINTA INN & SUITES PANAMA CITY	1030 EAST 23RD ST		PANAMA CITY	FL	32405	Trade Debt						\$739.92			
LA QUINTA INN & SUITES WACO SOUTH TX	6003 WOODWAY DR		WOODWAY	TX	76712	Trade Debt						\$842.17			
LA QUINTA INN MAINGATE FORT JACKSON	7333 GARNERS FERRY ROAD		COLUMBIA	SC	29209	Trade Debt						\$1,641.08			
LAQUINTA INN ATLANTA PACES	2415 PACES FERRY RD SE		ATLANTA	GA	30339	Trade Debt						\$981.47			
LAQUINTA INN MOBILE TILLMANS CORNER	5170 MOTEL COURT		MOBILE	AL	36619	Trade Debt						\$524.40			
LAWNSCAPE OUTDOOR SERVICES LLC	10017 W FUESSER RD		MASCOUTAH	IL	62258	Trade Debt						\$970.00			
LOCUS TRAXX	14924 CORPORATE ROAD S		JUPITER	FL	33478	Trade Debt						\$819.90	53-1	\$819.90	
LOUISIANA DEPARTMENT OF REVENUE	P.O. BOX 66658		BATON ROUGE	LA	70896								18-1	\$1,524.90	
LQ MANAGEMENT LLC	909 HIDDEN RIDGE	SUITE 600	IRVING	TX	75038								2-1	\$2,621.62	
MHP HOTEL LLC	COMFORT INN & SUITES GLENPOOL (OK217)	12119 N CASPER ST	JENKS	OK	74037	Trade Debt						\$596.85	68-1	\$677.32	
MIDWEST OCCUPATIONAL MEDICINE	325 E MADISON AVE		WOOD RIVER	IL	62095	Trade Debt						\$1,146.00			
MISSISSIPPI DEPARTMENT OF REVENUE	BANKRUPTCY SECTION	P.O. BOX 22808	JACKSON	MS	39225								98-1	\$4,105.87	
MIT SYSTEMS INC	1400 N HARBOR BLVD STE 610		FULLERTON	CA	92835	Trade Debt						\$1,200.00			
OG&E ELECTRIC SERVICES	PO BOX 24990		OKLAHOMA CITY	OK	73124-0990	Utility			X			\$976.14	94-1	\$1,061.90	
ON TIME TONER & SUPPLIES LLC	10805 SUNSET OFFICE DR--STE 300		SAPPINGTON	MO	63127	Trade Debt						\$972.40	54-1	\$972.40	
PEAR TREE INN NW MED CENTER SAN ANTONIO	C/O PEAR TREE INN SAN ANTONIO NW	200 S. FARRAR	CAPE GIRARDEAU	MO	63701								93-1	\$105.06	

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
POLZIEN INC DBA	AMERICAS BEST VALUE INN	2519 VETERANS BLVD.	ARDMORE	OK	73401						30-1	\$232.00		
PRESTO X COMPANY	P O BOX 14087		READING	PA	19612-4087	Trade Debt						\$581.28		
PRO VIEW SYSTEMS INC	215 CENTER PARK DR STE 1600		CONCORD	TN	37922	Trade Debt						\$2,156.70		
PUBLIC SERVICE COMPANY OF OKLAHOMA	PO BOX 24421		CANTON	OH	44701-4421	Utility						\$850.26		
QUALITY INN & SUITES (LA135)	OM SAI KRUPA LLC	503 CONSTITUTION DR	WEST MONROE	LA	71292	Trade Debt						\$557.70		
R & J SIGN SUPPLY COMPANY	4931 DAGGETT AVENUE		ST LOUIS	MO	63110-3055	Trade Debt						\$955.83	15-1	\$955.83
ROADNET TECHNOLOGIES INC	P O BOX 840720		DALLAS	TX	75284	Trade Debt			X			\$1,592.48	44-1	\$40,263.77
RYDER TRUCK RENTAL INC	11690 N W 105TH ST		MIAMI	FL	33178	Rent						\$2,250.00		
SAFELITE AUTO GLASS	PO BOX 633197		CINCINNATI	OH	45263-3197	Trade Debt						\$1,041.69		
SESSION FIXTURE COMPANY	6044 LEMAY FERRY ROAD		ST LOUIS	MO	63129-1531	Trade Debt			X			\$26,748.49	75-1	\$37,050.59
SHI INTERNATIONAL CORP	290 DAVIDSON AVE		SOMERSET	NJ	08873	Trade Debt						\$1,110.00		
SKY CHEFS INC	6191 N STATE HIGHWAY 161		IRVING	TX	75038	Trade Debt			X			\$6,468.23	40-1	\$6,468.23 No
SPRINT	P.O BOX 4181		CAROL STREAM	IL	60197								65-1	\$2,918.77
ST LOUIS SPORTSWEAR INC	1900 S 3RD ST #100		ST LOUIS	MO	63104	Trade Debt						\$2,163.34		
STAR LEASING COMPANY	P O BOX 76100		CLEVELAND	OH	44101-4755	Trade Debt						\$1,890.53	96-1	\$1,890.53
STRATFORD HOUSE ENTERPRISES LLC	C/O VIK PATEL	2600 N ASPEN AVENUE	BROKEN ARROW	OK	74012								61-1	\$239.46
TAYLOR FARMS ILLINOIS INC	200 N ARTESIAN AVE		CHICAGO	IL	60612	Trade Debt						\$42,062.60	105-1	\$207,307.82 No
TAYLOR FARMS ILLINOIS INC	200 N ARTESIAN AVE		CHICAGO	IL	60612	Trade Debt						\$37,136.81	Same as above	No
TAYLOR FARMS TENNESSEE, INC.												\$146,926.49		Per Plan Agreed Claim Collection
TAYLOR FARMS TEXAS, INC.												\$36,560.86		Per Plan Agreed Claim Collection
TCF EQUIPMENT FINANCE INC	P O BOX 77077		MINNEAPOLIS	MN	55480	Trade Debt			X			\$5,510.40	71-1	\$64,998.54
THERMO KING CORPORATION	15816 COLLECTIONS CENTER DR		CHICAGO	IL	60693	Trade Debt						\$3,892.11	110-1	\$3,892.11
THERMO KING OF JACKSON	PO BOX 5618		PEARL	MS	39288	Rent						\$1,157.83		
THOMPSON'S GAS INC	1431 NORTH ILLINOIS STREET		SWANSEA	IL	62226	Trade Debt						\$2,634.19		
TRAVELERS CL REMITTANCE CENTER	P O BOX 660317		DALLAS	TX	75266-0317	Insurance						\$31,570.62		
TRAVELERS INDEMNITY COMPANY AND ITS PROPERTY C	C/O TRAVELERS-ACCT RESOLUTION-MICHAEL GA	ONE TOWER SQUARE, 0000-CR09A	HARTFORD	CT	06183								106-1 107-1	\$0.00
TRI STATE REFRIGERATION	7387 INDUSTRIAL AVE		BATON ROUGE	LA	70805	Rent						\$658.50	46-1	\$2,222.76
TSW FOODS LLC	16024 MANCHESTER ROAD	SUITE 200	WILDWOOD	MO	63011	Trade Debt						\$69,603.84	48-1	\$87,916.80
ULINE	PO BOX 88741		CHICAGO	IL	60680-1741	Trade Debt						\$1,373.23	51-1	\$1,373.23
VERIZON WIRELESS	P O BOX 660108		DALLAS	TX	75266-0108	Utility			X			\$7,273.87	108-1	\$4,956.90
VISTAR	PO BOX 180785		ARLINGTON	TX	76096	Trade Debt			X			\$5,909.40	23-1	\$5,919.70 No

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes	
WAL-MART STORES, INC.	C/O CHARLES B. HENDRICKS	900 JACKSON STREET, SUITE 570	DALLAS	TX	75202							69-1	\$500.00		
WASTE CONNECTIONS OF TEXAS	HOUSTON DISTRICT 5120	PO BOX 660177	DALLAS	TX	75266	Utility				X	\$1,444.39	58-1	\$1,444.39		
WASTE MANAGEMENT OF TEXAS INC	PO BOX 660345		DALLAS	TX	75266-0345	Utility					\$507.13				
WELLS FARGO VENDOR FINANCIAL SERVICES LLC	1010 THOMAS EDISON BLVD SW		CEDAR RAPIDS	IA	52404							109-1	\$15,322.40		
WESTAR ENERGY, INC.	ATTN: BANKRUPTCY TEAM	P.O. BOX 208	WICHITA	KS	67201							38-1	\$157.94		
WINDSTREAM	929 MARTHAS WAY		HIAWATHA	IA	52233							111-1	\$602.56		
WITTE BROTHERS EXCHANGE INC	575 WITTE INDUSTRIAL COURT		TROY	MO	63379-3964	Trade Debt					\$2,890.41	25-1	\$2,890.41		
WRIGHT EXPRESS	225 GORHAM ROAD		SOUTH PORTLAND	ME	04106	Trade Debt					\$36,861.77				
<b>TOTAL</b>													<b>\$1,790,678.02</b>		

# Schedule 4.5

Creditor	Address1	Address2	City	State	Zip	Basis for Claim	Subject to Offset	Contingent	Unliquidated	Disputed	POC Number	POC Amount	503(b)(9) Amount	Notes
DALE J. MUSICK	727 N. FIRST STREET		SAINT LOUIS	MO	63102	Compensation						\$333,333.00		
JOSEPH E. TROVER, JR.	727 N. FIRST STREET		SAINT LOUIS	MO	63102	Loan						\$1,026,078.00		
JOSEPH E. TROVER, JR.	727 N. FIRST STREET		SAINT LOUIS	MO	63102	Compensation						\$230,807.00		
LDFS, LLC	727 N. FIRST STREET		SAINT LOUIS	MO	63102	Note Payable						\$189,145.00		
Trover Enterprises LLC	727 N. FIRST STREET		SAINT LOUIS	MO	63102	Note Payable						\$462,722.00		
						<b>TOTAL</b>						<b>\$2,242,083.00</b>		

## PLAN TRUST AGREEMENT

This Plan Trust Agreement (the “Trust Agreement”) dated as of the Effective Date of the Plan (as defined below) between (i) Troverco, Inc., and (ii) \_\_\_\_\_, as Plan Trustee (the “Plan Trustee”), is executed to facilitate the implementation of the *Chapter 11 Plan of Reorganization* (the “Plan”), which, among other things, provides for the establishment of the Plan Trust (the “Trust”) to retain and preserve assets for the benefit of the holders of certain Allowed Claims in Classes 1 and 4 and Allowed Section 503(b)(9) Claims under the Plan. The Trust is being established in connection with the reorganization of the Debtor pursuant to the Plan.

### ARTICLE I DEFINITIONS

Unless otherwise defined below, all capitalized terms contained herein shall have the respective meanings as specified in the Plan or in the Bankruptcy Code as in effect on the Effective Date:

**1.1. Definitions.** As used in the Plan, the following terms have the following meanings:

“Administrative Claim” shall mean a claim under sections 503(b) or 1114(e)(2) of the Bankruptcy Code that is entitled to priority under section 507(a)(2) of the Bankruptcy Code, including, but not limited to, claims arising under section 503(b)(9) of the Bankruptcy Code (for the value of goods (i) sold to Debtor in the ordinary course of its business and (ii) received by Debtor within the 20 days immediately preceding the Petition Date), and any actual and necessary expenses of operating the business of Debtor or preserving the Estate incurred after the Petition Date, but not including Fee Claims.

“Administrative Claim Bar Date” shall have the meaning set forth in Article \_\_\_ of the Plan.

“Allowed Claim” shall mean: (a) any Claim, proof of which is Filed with the Bankruptcy Court on or before the Claims Bar Date, Rejection Claim Bar Date, or which has been or hereafter is listed in the Schedules by Debtor as liquidated in amount and not disputed or contingent and which, in either case, is a Claim as to which no objection to the allowance thereof has been Filed on or before the Claim Objection Deadline, or as to which any objection has been determined by Final Order of the Bankruptcy Court (allowing such Claim in whole or in part), or (b) a Claim that is allowed (i) in any contract, instrument, or other agreement entered into in connection with the Plan, (ii) in a Final Order or (iii) pursuant to the terms of the Plan, including, but not limited to, the settlement procedures set forth in Article \_\_\_ of the Plan. In accordance with section 502(d) of the Bankruptcy Code, a Claim held by any Person or Entity that is subject to an Avoidance Action shall not be an Allowed Claim until such time as the avoidable transfer is returned, a final determination is made by the Bankruptcy Court that no avoidable transfer exists, or an agreement or settlement with respect thereto is reached between the Plan Trustee and such Person or Entity.

“Avoidance Actions” shall mean any and all claims and causes of action of Debtor as of the Effective Date, arising under the Bankruptcy Code, including, without limitation, sections 544 through 551 and 553 thereof, but excluding any Avoidance Actions released or resolved under the Plan.

“Bankruptcy Case” shall refer to the chapter 11 case initiated in the Bankruptcy Court by Debtor.

“Bankruptcy Code” shall mean the Bankruptcy Reform Act of 1978, 11 U.S.C. §§ 101 et seq., as now in effect or hereafter amended.

“Bankruptcy Court” shall mean the United States Bankruptcy Court for the Eastern District of Missouri, in St. Louis, Missouri.

“Bankruptcy Rules” shall mean the Federal Rules of Bankruptcy Procedure, in accordance with the provisions of 28 U.S.C. § 2075, as now in effect or hereafter amended, and the local rules of the Bankruptcy Court, as now in effect or hereafter amended.

“Bar Dates” shall mean any Claims Bar Date and Rejection Claim Bar Date.

“Beneficiaries” shall mean those holders of Allowed Claims entitled to receive a distribution from the Plan Trust pursuant to the Plan and the Plan Trust Agreement.

“Chapter 11 Case” shall mean the Bankruptcy Case.

“Claim” shall mean a claim against Debtor, whether or not asserted, as defined in section 101(5) of the Bankruptcy Code.

“Claims Bar Date” shall mean any bar date established in the Bankruptcy Case for governmental and non-governmental pre-petition creditors of the Debtor.

“Claim Objection Deadline” shall mean the date that is one hundred and twenty (120) days after the Effective Date, as such deadline may be extended from time to time in accordance with the Plan.

“Class” shall mean a category of holders of Claims or Interests, which are substantially similar in nature to each other, as classified pursuant to the Plan.

“Class 6 Contribution” shall mean that certain contribution in the amount of up to \$550,000, to be made by Troverco Holding Company pursuant to the Plan.

“Committee” shall mean the Official Committee of Unsecured Creditors appointed in the Chapter 11 Case in accordance with section 1102 of the Bankruptcy Code.

“Confirmation” shall mean the entry of the Confirmation Order on the docket in the Chapter 11 Case.



“Confirmation Date” shall mean the date of entry of the Confirmation Order on the docket in the Chapter 11 Case.

“Confirmation Hearing” shall mean the hearing to confirm the Plan.

“Confirmation Order” shall mean the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

“Creditor” shall mean any Person or Entity having a Claim against Debtor, including, without limitation, a Claim that arose on or before the Petition Date or a Claim against (or administrative expense of) Debtor’s Estate of any kind specified in sections 502(g), 502(h), 502(i), or 503 of the Bankruptcy Code.

“Debtor” shall mean Troverco, Inc., as debtor and debtor-in-possession in the Chapter 11 Case under sections 1107 and 1108 of the Bankruptcy Code. Any reference to Debtor in the Plan or Disclosure Statement shall be read to include Debtor both before and after the Confirmation Date and the Effective Date, as applicable.

“Disputed Claim” shall mean any Claim (i) as to which an objection has been interposed on or before the Claim Objection Deadline and that has not been Allowed, (ii) that has been listed in the Schedules as disputed, contingent or unliquidated, and which has not otherwise been Allowed, or (iii) which is the subject of an Avoidance Action as contemplated by section 502(d) of the Bankruptcy Code.

“Distribution” shall mean any payment or right to payment from the Plan Trust of Trust Assets or the proceeds thereof.

“Effective Date” shall mean the date on which each of the conditions set forth in Article \_\_\_\_ of the Plan has been satisfied or waived.

“Entity” shall have the meaning set forth in section 101(15) of the Bankruptcy Code.

“Estate” shall mean the estate created for Debtor in the Bankruptcy Case pursuant to section 541 of the Bankruptcy Code.

“Excess Cash Flow” shall mean cash flow from operations minus depreciation.

“Excess Cash Flow Payments” shall mean Excess Cash Flow paid to the Plan Trust by the Reorganized Debtor in full or partial satisfaction of the Plan Trust Note pursuant to Section \_\_\_\_, and shall include any payments deemed to constitute Excess Cash Flow pursuant to the Plan.

“Fee Claim” means a claim under sections 328, 330(a), 503 or 1103 of the Bankruptcy Code for the compensation of a Professional for services rendered or expenses incurred in the Chapter 11 Case on or prior to the Effective Date (including expenses of the members of the Committee).

“Fee Claim Bar Date” shall have the meaning set forth in Article \_\_\_\_ of the Plan.

“File,” “Filed” or “Filing” shall mean file, filed or filing with the Bankruptcy Court in accordance with their respective procedures.

“Final Order” shall mean an order entered by the Bankruptcy Court or any other court exercising jurisdiction over the subject matter and the parties, as to which (i) no appeal, certiorari proceeding or other review or rehearing has been requested or is still pending, and (ii) the time for filing a notice of appeal or petition for certiorari or further review or rehearing has expired.

“General Unsecured Claim” shall mean any Claim against Debtor, other than an Administrative Claim, Fee Claim, Priority Tax Claim, Other Priority Claim, or Subordinated Claim.

“Impaired” shall have the meaning set forth in section 1124 of the Bankruptcy Code.

“Insider Subordinated Claims” shall mean any and all claims of current or former “insiders,” as such term is defined in section 101(31) of the Bankruptcy Code, payment of which shall be subordinated to the full payment of General Unsecured Claims pursuant to Section \_\_\_\_\_. The inclusion of any person within the population of Insider Subordinated Claims is for convenience purposes only and shall not be deemed to nor establish that such person is or was at any time an “insider” of the Debtor for any purpose other than classification of claims under the Plan. The designation of a person as an “insider” for purposes of classification of claims under the plan shall not constitute an admission that such person was or is an insider for purposes of any Avoidance Action or similar claim or cause of action.

“Interest” shall mean, with respect to Debtor, any legal or equitable interest in Debtor, including any ownership interest or right to acquire any ownership interest in Debtor.

“Liens” shall mean valid, enforceable and perfected liens, mortgages, security interests, pledges, charges, encumbrances, or other legally cognizable security devices of any kind.

“Other Priority Claim” shall mean any Claim against Debtor, other than an Administrative Claim or Priority Tax Claim, entitled to priority in payment under section 507(a) of the Bankruptcy Code.

“Person” shall mean a natural person, or any legal entity or organization including, without limitation, any corporation, partnership (general or limited), limited liability company, business trust, unincorporated organization or association, joint stock company, trust, association, governmental body (or any agency, instrumentality or political subdivision thereof), or any other form of legal entity.

“Petition Date” shall mean June 29, 2017, the date upon which Debtor filed its chapter 11 petition with the Bankruptcy Court.

“Plan” shall mean this Chapter 11 Plan of Reorganization, all exhibits thereto, and any amendments or modifications thereof.

“Plan Supplement” shall mean any supplemental appendix to the Plan filed with the Bankruptcy Court on or before five (5) days prior to the Voting Deadline.

“Plan Trust” shall mean the trust that is created pursuant to the Plan to be administered by the Plan Trustee for the benefit of the Estate, as provided for in the Plan and this Plan Trust Agreement.

“Plan Trustee” shall mean \_\_\_\_\_, in his/her capacity as the trustee of the Plan Trust, with the duties described in this Plan Trust Agreement.

“Plan Trust Note” shall mean that certain promissory note referenced at Section \_\_\_\_.

“Priority Tax Claim” shall mean any Claim for taxes against Debtor, including without limitation any interest and penalties due thereon, entitled to priority in payment pursuant to section 507(a)(8) of the Bankruptcy Code.

“Professionals” shall mean those Persons or Entities (i) employed pursuant to an order of the Bankruptcy Court in accordance with sections 327 or 1103 of the Bankruptcy Code and to be compensated for services rendered prior to the Effective Date, pursuant to sections 327, 328, 329, 330 and 331 of the Bankruptcy Code, or (ii) for which compensation and reimbursement has been allowed by the Bankruptcy Court pursuant to section 503(b)(4) of the Bankruptcy Code.

“Property” means all property of Debtor’s Estate of any nature whatsoever, real or personal, tangible or intangible, previously or now owned by Debtor, or acquired by Debtor’s Estate, including, but not limited to, all property contemplated by section 541 of the Bankruptcy Code.

“Pro Rata” means, as of any distribution date, with respect to any Allowed Claim in any Class, the proportion that such Allowed Claim bears to the aggregate amount of all Claims, including Disputed Claims, in such Class.

“Rejection Claim Bar Date” means the later of (a) the Claims Bar Date or (b) 30 days after the date of the entry of an order authorizing the rejection of such contract or lease unless otherwise set forth in any order authorizing the rejection of an executory contract or unexpired lease.

“Released Parties” shall have the meaning set forth in Article \_\_\_\_ of the Plan.

“Remaining Actions” shall mean any and all non-released claims or causes of action of Debtor and the Estate as of the Effective Date, whether arising under any contract, tort, the Bankruptcy Code, or other federal or state law.

“Reorganized Debtor” shall mean Troverco, Inc. on and after the Effective Date.

“Schedules” shall mean Debtor’s Schedules of Assets and Liabilities Filed pursuant to Bankruptcy Rule 1007, as they may be amended from time to time.

“Secured Claim” shall mean that portion of a Claim that is secured by a properly perfected Lien on Property.

“Supply Agreement” shall mean an agreement executed by and between the Reorganized Debtor and Triple Sticks Foods, LLC (“TSF”) pursuant to which TSF shall supply the Reorganized Debtor with sandwiches and related products for sale and delivery to the Reorganized Debtor’s customers during the Note Term, pricing for which shall be at cost, and shall be substantially in the form annexed to the Plan as Exhibit \_\_\_\_.

“Taylor Farms Entities” shall mean Taylor Farms Illinois, Inc., Taylor Farms Texas, Inc., and Taylor Farms Tennessee, Inc.

“Trover Guaranty” shall mean the guaranty of the Plan Trust Note executed by Joseph Trover.

“Trust Advisory Board” means the committee to be formed to oversee the Plan Trustee, to be comprised of three (3) Beneficiaries of the Plan Trust and may or may not include members of the Official Committee of Unsecured Creditors.

“Trust Assets” shall mean all assets and Property of the Debtor and Estate transferred to the Plan Trust pursuant to the Plan and this Plan Trust Agreement, including, but not limited to, the Plan Trust Note, Trover Guaranty, Class 6 Contribution, the Initial Excess Cash Flow Payment, Excess Cash Flow Payments, Avoidance Actions, and Remaining Actions.

“Trust Expenses” shall mean all costs and expenses incurred by the Plan Trustee and the Plan Trust to the extent reasonably necessary for, and consistent with, the purpose of the Plan Trust, including, but not limited to, any fees and expenses of the Plan Trustee’s attorneys, accountants, and financial advisors, if any.

“Unimpaired” shall mean any Claim that is not Impaired within the meaning of section 1124 of the Bankruptcy Code.

“Voting Deadline” shall mean the deadline established by order of the Bankruptcy Court for receipt of Ballots voting to accept or reject the Plan.

All other capitalized terms not otherwise defined above shall carry the meaning(s) ascribed to such terms under the Plan and Confirmation Order.

## **ARTICLE II ESTABLISHMENT OF TRUST**

**2.1. Declaration of Trust.** To declare the terms and conditions of the Plan Trust and in consideration of the Plan’s confirmation pursuant to the Bankruptcy Code, Reorganized Debtor has executed this Trust Agreement and hereby absolutely transfers and assigns to the Plan Trustee all of its right, title, and interest in and to the Trust Assets to have and to hold unto the Plan Trustee during the term of the Plan Trust, in trust nevertheless, under and subject to the terms and conditions set forth herein, for the benefit of the Beneficiaries. The name of the Plan Trust shall be the “Troverco Plan Trust.” The parties to this Trust Agreement and the Beneficiaries intend for the Plan Trust to be treated as a grantor trust under Internal Revenue Code Section 671.

**2.2. Purpose.** The parties to this Trust Agreement hereby declare and agree that the Plan Trust is being established for the purpose of administering and liquidating the Trust Assets and distributing the proceeds of the same to the Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, pursuant to Treasury Regulations Section 301.7701-4(d). The Plan Trust shall not be deemed a successor-in-interest of Debtor for any purpose other than as specifically set forth herein.

**2.3. Trustee's Acceptance.** The Plan Trustee accepts his appointment as the Plan Trustee and the obligations and duties imposed on it by this Trust Agreement. The Plan Trustee agrees to observe and perform those obligations and duties subject to the terms and conditions set forth herein.

**2.4. Title to Trust Assets.** From and after the Effective Date, pursuant to, and at such times set forth in, the Plan, title to and all rights and interests in the Trust Assets shall be transferred to the Plan Trust free and clear of all liens, Claims, encumbrances or interests of any kind in such property of any other Person (including all liens, Claims, encumbrances or interests of creditors of, or holders of Claims against or Interests in Debtor) in accordance with sections 1123, 1141 and 1146(a) of the Bankruptcy Code, except as otherwise expressly provided for in the Plan, and the Plan Trustee, on behalf of the Plan Trust, shall receive the Trust Assets when they are transferred to the Plan Trust under the Plan. The transfer of the Trust Assets to the Plan Trust by Debtor is made for the benefit and on behalf of the Beneficiaries. Upon the transfer of the Trust Assets, the Plan Trustee succeeds to all of Debtor's and the Estate's right, title and interest in the Trust Assets and Debtor and the Estate will have no further right or interest in or with respect to the Trust Assets or this Plan Trust.

**2.5. Reporting Of Transfer Of Trust Assets.** For United States federal and applicable state income tax purposes, the transfer of the Trust Assets to the Plan Trust pursuant to, and in accordance with, the Plan shall be deemed to be, and shall be reported as, a disposition of the Trust Assets directly to, and for the benefit of, the Beneficiaries, for all purposes of the Internal Revenue Code (including, but not limited to, sections 61(a)(12), 483, 1001, 1012 and 1274), as provided for in the Plan in satisfaction of the Allowed Claims held by such Beneficiaries, immediately followed by a contribution of the Trust Assets by the Beneficiaries to the Plan Trust in exchange for the Beneficial Interests of the Beneficiaries. Upon the transfer of the Trust Assets to the Plan Trust, neither Debtor nor the Estate will have any further interest in or with respect to the Trust Assets or the Plan Trust. The Beneficiaries will be treated as the grantors and deemed owners of the Plan Trust.

**2.6. Reservation of Bankruptcy Rights.** To the full extent permitted by law, and without excluding or limiting other rights transferred to the Plan Trust, all rights under the Bankruptcy Code are preserved for the benefit of the Plan Trust and its Beneficiaries, and may be exercised by the Plan Trustee subject to the provisions hereof.

**2.7. No Assumption of Liabilities.** The Plan Trustee, on behalf of the Plan Trust, shall receive the Trust Assets and agrees that all Trust Assets are being transferred, assigned and conveyed to the Plan Trust subject to no liabilities of Debtor or the Estate.

### ARTICLE III CONDUCT OF LITIGATION

#### **3.1. Prosecution of Causes of Action, Defense of Counterclaims, and Settlements Thereof.**

(a) The Plan Trustee shall be empowered to prosecute and settle any and all Avoidance Actions and Remaining Actions, as defined in the Plan (collectively, “Causes of Action”), that were not released pursuant to the Plan.

(b) The Plan Trustee may settle any Causes of Action in accordance with this Trust Agreement and the Plan.

**3.2. Status of Plan Trustee.** The Plan Trustee shall be the sole authorized representative of the Estate from and after the Effective Date for purposes of administering, investigating, litigating, and settling the Causes of Action, and with respect thereto shall have all the rights and powers of Debtor and the Estate as provided for in the Bankruptcy Code and applicable nonbankruptcy law with respect to the Plan Trust and the Trust Assets in addition to any rights and powers granted in this Agreement and in the Plan. The Plan Trustee shall be a party in interest as to all matters relating to the Trust Assets over which the Bankruptcy Court has jurisdiction. Notwithstanding the foregoing, the Plan, Confirmation Order, nor this Trust Agreement shall not be deemed to effect or create a waiver of any attorney-client, work product, or other privilege of any kind or nature of the Debtor, the same being expressly reserved in and by the Reorganized Debtor.

#### **3.3. Retention and Compensation of Attorneys, Accountants, and Other Professionals.**

(a) The Plan Trustee may retain such law firms as counsel to the Plan Trust as the Plan Trustee may select to address Claims, prosecute Causes of Action, and to perform such other functions as may be appropriate in furtherance of the intent and purpose of this Trust Agreement.

(b) The Plan Trustee may retain such other experts, advisors, consultants, or other professionals as the Plan Trustee may deem necessary or appropriate to assist the Plan Trustee in carrying out its powers and duties under this Trust Agreement.

(c) The Plan Trustee may commit the Plan Trust to providing such professional persons or entities compensation and reimbursement from the Trust Assets for services rendered and expenses incurred; provided, however, that the Plan Trustee shall retain professions to prosecute the Causes of Action on the most cost-efficient basis available under the circumstances (which may be on a contingency fee basis). The Plan Trustee shall make all reasonable and customary arrangements for payment or reimbursement of such compensation and expenses of the professionals (including, without limitation, negotiating schedules of payments, contingency fees, consenting to the withdrawal of professionals for non-payment of their fees, providing for substitution of professionals, etc.). The Plan Trustee shall pay compensation and expenses due to professionals from the Trust Assets as Trust Administrative Expenses.

(d) The law firms and other professionals retained by the Plan Trustee may be “interested” as that term is defined in the Bankruptcy Code and may include, without limitation, Professionals of any party in the Debtor’s Chapter 11 Case.

(e) Any law firms and other professionals performing services to the Plan Trustee on an hourly basis shall be permitted to send invoices seeking payment of compensation and reimbursement of expenses on a monthly basis to the Trustee and the members of the Trust Advisory Board. If no objection to such invoices are received by the Plan Trustee or the Plan Advisory Board within ten (10) days of receipt, the Plan Trustee shall remit payment on account of such invoices to the extent that sufficient cash is available in the Plan Trust. If an objection is timely received, the Plan Trustee shall remit payment on account of any uncontested amounts, and the professional and the objecting party shall attempt in good faith to resolve such objection. If the objection cannot be resolved within twenty (20) days, the professional may file a motion to have the objection determined by the Bankruptcy Court.

### **3.4. Exoneration and Protection.**

(a) Third parties dealing with the Plan Trust shall look only to the Trust Assets to satisfy any liability incurred by the Plan Trust or the Plan Trustee to such parties. Neither the Plan Trustee nor any Plan Trust Beneficiary shall be individually or personally liable to any third party for any expense, claim, damage, loss, obligation, or liability of or incurred by the Plan Trust or incurred in connection with the administration of the Plan Trust or by reason of this Trust Agreement or any action taken hereunder or as a result hereof.

(b) In engaging in any activity or transaction, the Plan Trustee shall conduct the operations of the Plan Trust in such a manner as to protect the Beneficiaries against any liability for liabilities of the Plan Trust.

(c) The Plan Trustee and each member of the Trust Advisory Board shall be entitled to be indemnified by and receive reimbursement from the Trust Assets for any expense, claim, damage, loss, obligation, or liability of or to which any Plan Trust Beneficiary may be subject by reason of this Trust Agreement or any action taken hereunder or as a result hereof. The benefits of this Section 3.4(c) shall extend on the same terms to each officer and director of, and each person (if any) that controls, any indemnified party.

## **ARTICLE IV GENERAL POWERS, RIGHTS, AND OBLIGATIONS OF THE PLAN TRUSTEE**

**4.1. General Powers.** In all circumstances, when dealing with the Plan Trust Assets, the Plan Trustee shall act as the fiduciary of the Beneficiaries.

**4.2. Duties of the Plan Trustee.** In particular, and without limitation, the Plan Trustee shall do the following:

(a) accept the Plan Trust Assets transferred and provided to the Plan Trust pursuant to the Plan Trust Agreement and the Plan;

(b) file any and all tax returns with respect to the Plan Trust and pay taxes properly payable by the Plan Trust, if any;

(c) pay the fees, costs and expenses of the Plan Trust and Trust Advisory Board incurred after the Effective Date (without the necessity of Bankruptcy Court approval) including any insurance insuring the Plan Trustee or the Trust Advisory Board from the Plan Trust Assets as provided in the Plan and this Plan Trust Agreement;

(d) perfect and secure its right, title and interest to any and all Plan Trust Assets;

(e) act as custodian of the Plan Trust Assets and liquidate and reduce such assets to Cash at such times as the Plan Trustee deems appropriate to accomplish the purpose of the Plan Trust, in accordance with the Plan and this Trust Agreement;

(f) pursue Avoidance Actions and other Causes of Action and claims of the Estate pursuant to this Plan Trust Agreement and the Plan, including, without limitation, analyzing, resolving and, if necessary, prosecuting all known claims and Causes of Action that the Estate may have against third parties as the Plan Trustee deems appropriate, subject to the approval of the Trust Advisory Board;

(g) monitor the financial performance of the Reorganized Debtor and calculations of Excess Cash Flow on a quarterly basis;

(h) make any and all distributions from the Trust Assets subject to the reservation of adequate funds, to holders of unpaid Allowed Claims as they become Allowed and to holders of Allowed Interests in accordance with the terms of the Plan and this Trust Agreement;

(i) enforce the Plan Trust Note, the Trover Guaranty, and the security interests held by the Plan Trust in the assets of the Reorganized Debtor as appropriate and necessary under those respective instruments;

(j) in the event that the Plan Trustee determines that the Beneficiaries or the Plan Trust may, will or have become subject to adverse tax consequences, take such commercially reasonable actions that will, or are reasonably intended to, alleviate such adverse tax consequences;

(k) request any appropriate tax determination, including, without limitation, a determination pursuant to Section 505 of the Bankruptcy Code;

(l) prepare all reports regarding the Plan Trust in accordance with the terms of the Plan and this Trust Agreement;

(m) consult with and report to the Trust Advisory Board; and



(n) take any and all other actions that may be necessary and appropriate to accomplish the purpose of and carry out the provisions of this Plan Trust Agreement.

**4.3. Reserve Accounts.**

(a) The Plan Trustee shall maintain separate reserve accounts in accordance with the Plan.

(b) The Plan Trustee shall make distributions to the Beneficiaries subject to the reservation of adequate funds, through reserve accounts.

(c) The Plan Trustee, in consultation with the Trust Advisory Board, shall pay Trust Administrative Expenses from the Trust Expense Reserve required to be maintained under the Plan and distribute any remaining balance in the Trust Expenses Reserve in accordance with the Plan.

**4.4. Records to be Kept and Reports to be Filed by the Plan Trustee.** The Plan Trustee shall maintain good and sufficient records of receipts, disbursements, and reserves of the Plan Trust. Such books and records shall be open to inspection at reasonable times upon reasonable request by any Plan Trust Beneficiary.

**4.5. Limitations on the Plan Trustee.** Notwithstanding anything contained herein to the contrary, the Plan Trustee shall not conduct any trade or business, except to the extent reasonably necessary to, and consistent with, the Plan purpose of the Plan Trust. The Plan Trustee shall not become a market-maker for the Plan Trust Interests or otherwise attempt to create a secondary market for the Plan Trust Interests. The Plan Trustee shall be restricted to the administration and liquidation of the Plan Trust Assets on behalf, and for the benefit, of the Beneficiaries and the distribution and application of assets of the Plan Trust for the purposes set forth in this Plan Trust Agreement, the Plan and the Confirmation Order, and the conservation and protection of the assets of the Plan Trust and the administration thereof in accordance with the provisions of this Plan Trust Agreement, the Plan, and the Confirmation Order.

**ARTICLE V  
RIGHTS, POWERS, AND DUTIES OF PLAN  
TRUST BENEFICIARIES**

**5.1. Identification of Beneficiaries; Allocation of Interests.**

(a) Trust Beneficiaries. In accordance with the Plan, the Beneficiaries of the Plan Trust shall be the holders of Allowed Class 1 and 4 Claims, and holders of Allowed Section 503(b)(9) Claims that are entitled to receive a distribution from the Plan Trust pursuant to the Plan and the Plan Trust Agreement.

(b) Allocation of Interests. In accordance with the Plan, each Beneficiary entitled to receive a distribution from the Plan Trust pursuant to the Plan and the Plan Trust Agreement shall receive uncertificated beneficial interests in the Plan Trust (and

which shall include any underlying or related economic or other interest within or as a part thereof), which beneficial interests solely shall entitle the holder thereof to the Distributions from the Trust Assets as provided for herein and in the Plan.

(c) Interests Beneficial Only. The ownership of a Beneficial Interest shall not entitle any Beneficiary to any title in or to the Trust Assets (which title shall be vested in the Plan Trustee) or to any right to call for a partition or division of the Trust Assets or to require an accounting or make any investment decision with respect to or in respect of the Trust Assets.

**5.2. Evidence of Beneficial Interest.** The beneficial interests of the Beneficiaries of the Plan Trust shall not be evidenced by any certificate, security, receipt or other writing. The Plan Trustee shall at all times maintain a register (the “Register”) reflecting the names and addresses of all Beneficiaries and their respective Allowed Claims and amounts or percentages of beneficial ownership in Trust Assets.

**5.3. Exemption from Registration.** The Parties hereto intend that the rights of the Beneficiaries arising under this Trust Agreement shall not be “securities” under applicable law. But none of the Parties hereto represents or warrants that such rights shall not be treated as securities by Persons not a party to this Trust Agreement, nor do the Parties represent or warrant that such rights, if treated as securities, are exempt from registration under applicable securities laws. Should such rights be treated as securities, however, the Parties intend for the exemption to registration provided section 1145 of the Bankruptcy Code to apply.

**5.4. Transferability.** Except as otherwise expressly provided in this Trust Agreement or in the Plan, all Distributions from the Plan Trust on account of Allowed Claims shall be made (or in the case of Disputed Claims, reserved on behalf of) to the holders of such Claims as determined as of the Effective Date.

**5.5. Distributions to the Beneficiaries.**

(a) Conditions to Distributions; Warranty of Entitlement. No Plan Trust Beneficiary shall be entitled to a Distribution from the Plan Trust unless and until such Plan Trust Beneficiary provides to the Plan Trustee such Plan Trust Beneficiary’s tax-identification number on an executed Internal Revenue Service Form W-9. Each and every Person who receives and accepts a Distribution from the Plan Trust on account of an Allowed Claim is deemed to have warranted to the Plan Trust and the Plan Trust Trustee that such Person is the lawful holder of the Allowed Claim, such Person is authorized to receive the Distribution, and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can, in any way, defeat or modify the Person’s right to receive the Distribution.

(b) Setoffs. The Plan Trustee may set off against any Claim and the payments or Distributions to be made pursuant to the Plan in respect of such Claim, any claim, right, or Cause of Action of any nature whatsoever that Debtor, the Estate, the Plan Trust, or the Plan Trustee may have against the holder of such Claim; *provided, however*, that neither the failure to do so nor the allowance of any Claim hereunder shall constitute a

waiver or release by Debtor, or the Plan Trustee of any such claim, right, or Cause of Action that Debtor or the Estate may have against such holder. Such setoffs shall not be subject to the requirements or restrictions of Bankruptcy Code section 553 concerning mutuality or when the respective items subject to setoff under this section of the Plan arose but shall be subject to the defenses and rights of the non-Debtor party. The holder of a Disputed Claim that asserts a right of setoff will retain that right, subject to any defenses of Debtor, the Estate, or the Plan Trustee until the earlier of the time when (a) the Disputed Claim becomes Allowed, in whole or in part, and (b) the Claim is Disallowed by a Final Order of the Bankruptcy Court. Nothing contained in the Plan will constitute or be deemed a waiver of any claim, right, or Cause of Action that Debtor, the Estate, or Plan Trustee may have against any Person in connection with or arising out of any Claim.

(c) Forms of Distributions. Any Cash payment to be made from the Plan Trust pursuant to this Trust Agreement and the Plan may be made by check or wire transfer, at the option of the Plan Trustee in his sole and absolute discretion.

(d) Delivery of Distributions. Subject to Bankruptcy Rule 9010, Distributions to holders of Allowed Claims shall be made pursuant to the Plan and at the address of each such holder as set forth on the proofs of Claim filed by such holders (or at the last known address of such a holder, per the Schedules or records, if no proof of Claim is filed or if Debtor or the Plan Trustee has been notified in writing of a change of address). If any Distribution is returned as undeliverable, no further Distributions to such holder shall be made unless and until the Plan Trustee, or his designee, is notified in writing of such holder's then-current address; at which time, all missed Distributions shall be made to such holder without interest. Amounts in respect of undeliverable Distributions made through the Plan Trustee shall be returned to the Plan Trustee until such Distributions are claimed. All claims for undeliverable Distributions shall be made in writing to the Plan Trustee on or before the first anniversary of the returned Distribution. After such date, all unclaimed property shall revert to the Plan Trustee or any successor thereto, and the Claim of any holder with respect to such property shall be discharged and forever barred. The Plan Trustee may employ or contract with other entities to assist in or make the Distributions required under the Plan. The Plan Trustee and his agents and professionals are under no duty to take any action to either attempt to locate any holder of a Claim, or obtain an executed Internal Revenue Service Form W-9 from any holder of a Claim.

(e) Fractional Cents; De Minimis Distributions. Notwithstanding any other provision of the Plan, payments of fractions of cents will not be made. Whenever any payment of a fraction of a cent under the Plan would otherwise be called for, the actual payment made will reflect a rounding down of the fraction to the nearest whole cent. The Plan Trustee will not make any payment of less than twenty-five dollars (\$25.00) on account of any Allowed Claim, and the Plan Trustee shall hold any such payment in reserve.

(f) Interim and Final Distributions to the Beneficiaries. The Plan Trustee may make interim and final Distributions in accordance with the Plan.

(g) Disputed Distributions. If a dispute arises as to the rightful owner of an Allowed Claim, thereby calling into question the rightful recipient of a Distribution from the Plan Trust, the Plan Trustee may, in lieu of making the Distribution, either (i) deposit the Distribution into the Distribution Reserve Account until a determination is made as to the rightful owner of the Distribution by the Bankruptcy Court or by written agreement between each of the Persons making claim to the Distribution, or (ii) interplead the Distribution into the registry of the Bankruptcy Court or such other court having jurisdiction over the disputed Distribution and the Persons making claim to such Distribution, reserving the right to assert any and all claims that the Plan Trust/Plan Trustee may have in relation to such interpleader action.

## ARTICLE VI GENERAL OBLIGATIONS OF THE GRANTOR

### 6.1. Cooperation.

(a) The Reorganized Debtor shall reasonably provide the Plan Trustee with such access to its books and records as the Plan Trustee shall reasonably require for the purpose of performing its duties and exercising its powers hereunder.

(b) The Reorganized Debtor shall use its reasonable efforts to cause its current and former employees to be reasonably available as witnesses and to be available for such depositions, interviews, and other proceedings as the Plan Trustee shall reasonably deem necessary or appropriate in connection with the performance of his duties. The Reorganized Debtor shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in connection with the foregoing as Trust Administrative Expenses.

## ARTICLE VII THE PLAN TRUSTEE

**7.1. Plan Trustee Not a Plan Trust Beneficiary.** The Plan Trustee may not be a Plan Trust Beneficiary.

**7.2. Resignation.** The Plan Trustee may resign as such by executing and delivering an instrument in writing to the Trust Advisory Board. In the event of his resignation, the Plan Trustee shall give at least sixty (60) days' notice of such resignation to the Trust Advisory Board. Such resignation will not be effective until expiration of that sixty-day notice period; *provided, however*, that the Plan Trustee shall continue to serve as Plan Trustee after resignation until such resignation is effective under this paragraph or appointment of a successor Plan Trustee by the Bankruptcy Court, whichever occurs earlier.

**7.3. Removal.** For cause shown, the Trust Advisory Board may remove and replace the Plan Trustee upon filing a motion with the Bankruptcy Court and after notice and hearing.

**7.4. Appointment of Successor Plan Trustee.** The Plan Trustee must continue to serve as the Plan Trustee until his death or incompetency (in the case of a Plan Trustee that is a natural person), dissolution (in the case of a Plan Trustee that is a corporation or other entity), resignation, or removal by the Bankruptcy Court. Such appointment shall specify the date on

which such appointment shall be effective. Every successor Plan Trustee appointed hereunder shall execute, acknowledge, and deliver to the Trust Advisory Board and to the retiring Plan Trustee an instrument accepting such appointment, and thereupon such successor Plan Trustee, without any further act, deed, or conveyance, shall become vested with all the rights, powers, trusts, and duties of the retiring Plan Trustee.

**7.5. Trust Continuance.** The death or incompetency (in the case of a Plan Trustee that is a natural person), dissolution (in the case of a Plan Trustee that is a corporation or other entity), resignation, or removal of the Plan Trustee shall not operate to terminate the Plan Trust created by this Trust Agreement or to revoke any existing agency created pursuant to the terms of this Trust Agreement or invalidate any action theretofore taken by the Plan Trustee. In the event of the resignation or removal of the Plan Trustee, such Plan Trustee shall promptly (a) execute and deliver such documents, instruments, and other writings as may be requested by the Trust Advisory Board or reasonably requested by the successor Plan Trustee to effect the termination of the Plan Trustee's capacity under this Trust Agreement and the conveyance of the Trust Assets then held by the Plan Trustee to his successor; (b) deliver to the Trust Advisory Board or the successor Plan Trustee all documents, instruments, records, and other writings related to the Plan Trust as may be in the possession of the Plan Trustee; and (c) otherwise assist and cooperate in effecting the assumption of its obligations and functions by such successor Plan Trustee.

**7.6. Compensation.** To maximize the dollar amount of Trust Assets available for Distributions on account of Allowed Claims, the Plan Trustee shall be compensated pursuant to such terms as may be approved from time to time by the Trust Advisory Board.

**7.7. Standard of Care; Exculpation.** The Plan Trustee shall perform the duties and obligations imposed on the Plan Trustee by this Trust Agreement with reasonable diligence and care under the circumstances. Along with its agents and representatives, the Plan Trustee shall not be personally liable, however, to the Plan Trust or to any Plan Trust Beneficiary except for their own acts that are judicially determined to be fraudulent or willful misconduct or gross negligence. Except as aforesaid, the Plan Trustee shall be defended, held harmless, and indemnified from time to time from the Trust Assets as a Trust Administrative Expense against any and all losses, claims, costs, expenses, and liabilities (including legal costs and expenses), and any costs of defending any action to which the Plan Trustee may be subject by reason of the Plan Trustee's execution in good faith of his duties under this Trust Agreement. The Plan Trustee's agents, professionals and other representatives shall likewise defended, held harmless, and indemnified. The Plan Trustee may obtain for his benefit, the benefit of his agents, professionals and representatives, and the benefit of the Plan Trust, at the expense of the Plan Trust, as a Trust Administrative Expense, insurance against claims of liability, damage awards, and settlement.

**7.8. Reliance by Trustee.** The Plan Trustee may rely, and shall be fully protected personally in acting on, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, or other instrument or document that he has no reason to believe to be other than genuine and to have been signed or presented other than by the proper party or parties or, in the case of digital facsimile transmissions, to have been sent other than by the proper party or parties, in each case without obligation to satisfy itself that the same was given in good faith

and without responsibility for errors in delivery, transmission, or receipt. In the absence of his willful misconduct or gross negligence, the Plan Trustee may rely as to the truth of statements and correctness of the facts and opinions expressed therein and shall be fully protected personally in acting thereon. The Plan Trustee may consult with legal counsel and shall be fully protected in respect of any action taken or suffered by him in accordance with the written opinion of legal counsel.

## **ARTICLE VIII THE TRUST ADVISORY BOARD**

**8.1. Trust Advisory Board.** On the Effective Date, a Trust Advisory Board shall be established and continue for the purpose of monitoring and overseeing: (a) the implementation of the Plan Trust; (b) the Distribution process, and (c) the pursuit and settlement of Causes of Action and Avoidance Actions. The Plan Trustee shall consult with the Trust Advisory Board on a quarterly basis or as otherwise agreed by the Plan Trustee and the Trust Advisory Board. The Trust Advisory Board shall continue to exist until such time as either the Trust Advisory Board deems it appropriate by a majority vote to dissolve itself or all members of the Trust Advisory Board resign; *provided, however*, that the Trust Advisory Board shall be dissolved no later than the date on which the Final Decree is entered. Members of the Trust Advisory Board shall not be compensated.

**8.2. Approval of the Trust Advisory Board.** Notwithstanding anything in this Agreement to the contrary, the Plan Trustee shall submit to the Trust Advisory Board for its review and prior approval the following matters and any other matters that the Trust Advisory Board may direct the Plan Trustee to submit for its approval or that expressly require the approval of the Trust Advisory Board pursuant to the terms of this Agreement:

(a) Any proposed final settlement or disposition in connection with a Trust Asset that has an asserted value of less than \$25,000 net of defenses, if any, which have been demonstrated to the reasonable satisfaction of the Plan Trustee; *provided*, that the Plan Trustee will be authorized and empowered to take such action without any further (i) action by the Trust Advisory Board or (ii) order of the Bankruptcy Court, after at least four business days written notice to the members of the Trust Advisory Board and either (A) no objection is received from any member of the Trust Advisory Board or (B) subject to a further written agreement between the Plan Trustee and the Trust Advisory Board;

(b) Any proposed final settlement or disposition in connection with the litigation or any other Trust Asset that has an asserted value of equal to or more than \$25,000 net of defenses, if any, which have been demonstrated to the reasonable satisfaction of the Trustee;

(c) Any transaction to sell, assign, transfer or abandon any other Trust Assets in which the amount of the transaction exceeds such amount as may be determined from time to time by the Trust Advisory Board;

- (d) Determinations of the amounts of the Trust Assets available for distribution;
- (e) Determinations of the date and amount of all distributions made;
- (f) Any determinations to retain attorneys, accountants or other professionals;
- (g) Approval of compensation and reimbursement of expenses of Trust professionals;
- (h) Any determinations to initiate lawsuits or proceedings other than objections to disputed claims; and
- (i) Any actions that would give rise to or alleviate adverse tax consequences to the Plan Trust or the Beneficiaries.

**8.3. Review of Books and Records.** The Trust Advisory Board shall have the right to review all books and records maintained by the Plan Trustee in the administration of the Plan Trust. Upon reasonable request, the Plan Trustee shall make all such books and records available to the Trust Advisory Board.

**8.4. Resignation.** A member of the Trust Advisory Board may resign in such capacity by executing and delivering an instrument in writing to the Plan Trustee and each of the remaining members of the Trust Advisory Board evidencing such resignation.

**8.5. Initial Members.** The initial members of the Trust Advisory Board shall be the members of the Official Committees of Unsecured Creditors.

**8.6. Successor Members.** In the event of the death or resignation of a member of the Trust Advisory Board, the remaining members of the Trust Advisory Board shall have the authority to, and shall promptly, appoint a successor member to the Trust Advisory Board (who holds or is serving as the representative of a Person that holds an Allowed General Unsecured Claim in the Chapter 11 Case). Upon the appointment of a successor member to the Trust Advisory Board, the Trust Advisory Board shall promptly notify the Plan Trustee of such appointment. In the event of an inability to find a successor member willing to serve and the remaining members are less than three, then the Trust Advisory Committee shall be disbanded.

## **ARTICLE IX RETENTION OF JURISDICTION**

**9.1. Bankruptcy Court Jurisdiction.** The Bankruptcy Court shall retain original but not exclusive jurisdiction over the Causes of Action and counterclaims, the Plan Trust, the Plan Trustee, and the Trust Assets, including, without limitation, the determination of all controversies and disputes arising under or in connection with this Trust Agreement.

**ARTICLE X  
TERMINATION**

**10.1. Duration of Plan Trust.** The Plan Trust shall continue to exist until the Plan Trustee has (a) administered all Trust Assets and made a final Distribution to the Beneficiaries, and (b) performed all other duties required by the Plan and the this Trust Agreement.

**ARTICLE XI  
MISCELLANEOUS**

**11.1. Notices.** All notices, requests, or other communications required or permitted to be made in accordance with this Trust Agreement shall be (i) in writing, (ii) served on the parties at the addresses set forth below by certified mail, return-receipt requested, hand delivery, overnight delivery, first-class mail, or fax transmission, and (iii) deemed to have been given or made when actually delivered or received:

If to the Plan Trustee, at:

If to the Trust Advisory Board, at:

If to the Beneficiaries, then to such Persons at their respective addresses set forth in the Register.

Any Person may change the address at which it is to receive notices under this Trust Agreement by furnishing written notice in accordance with the provisions of this Section 11.1(b) to the Plan Trustee.

**11.2. Effectiveness.** This Trust Agreement shall become effective on the Effective Date.

**11.3. Counterparts.** This Trust Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute but one and the same instrument.

**11.4. Governing Law.** This Trust Agreement shall be governed by, construed under, and interpreted in accordance with the laws of the State of Missouri.

**11.5. Headings.** Sections, subheadings, and other headings used in this Trust Agreement are for convenience only and shall not affect the construction of this Trust Agreement.

**11.6. Severability.** Any provision of this Trust Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any



such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable any such provision in any other jurisdiction.

**11.7. No Waiver.** The failure or delay of the Plan Trustee to exercise any right or remedy conferred on him pursuant to this Trust Agreement shall not affect such right or remedy, nor shall it constitute the Plan Trustee's waiver of such a right or remedy. Similarly, the resort to one form of remedy by the Plan Trustee shall not constitute a waiver of any alternative remedies available to him under this Trust Agreement.

**11.8. Modification of Agreement.** This Trust Agreement may only be amended, modified or otherwise altered by an instrument in writing signed by each of the Parties and approved by the Bankruptcy Court.

**11.9. Successors.** This Trust Agreement shall bind and inure to the benefit of the Beneficiaries and the parties hereto and their respective successors and assigns; provided, however, that the benefits hereunder may not be assigned or otherwise transferred by any Plan Trust Beneficiary other than (a) to any relative, spouse, or relative of the spouse of such holder; (b) to any trust or estate in which such holder has a majority of the beneficial interest (excluding contingent interests); (c) to any corporation, partnership, or other organization in which such holder is the beneficial owner of a majority of the voting securities or equity interest, or which owns a majority of the voting securities or beneficial interest of such holder; and (d) upon the death or dissolution of such holder in accordance with the operation of law; provided, however, that any such transfer shall be effected in compliance with the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission thereunder, and any other applicable federal or state securities law.

**11.10. Inconsistency with the Plan.** In the event of any inconsistency between the Plan and any provision of this Trust Agreement, the applicable terms of the Plan shall be controlling.

**IN WITNESS WHEREOF,** the parties hereto have executed this Trust Agreement or caused this Trust Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

Dated: January \_\_, 2018

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PLAN TRUSTEE:**

By: \_\_\_\_\_

**PROMISSORY NOTE  
PURSUANT TO CONFIRMED CHAPTER 11 PLAN**

\$1,000,000

January \_\_, 2018

THE DEBT EVIDENCED HEREBY ARISE(S) PURSUANT TO THAT CERTAIN ORDER CONFIRMING CHAPTER 11 PLAN OF REORGANIZATION (the "Confirmation Order" and "Plan," respectively), ENTERED BY THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF MISSOURI IN THE CASE IN RE TROVERCO, INC., CASE NO. 17-44474.

FOR VALUE RECEIVED, the undersigned, TROVERCO, INC., ("Reorganized Debtor" or "Troverco"), whose mailing address is 9200 W. Main Street, Belleville, IL 62223, hereby agrees and promises to pay to the order of the Troverco Plan Trust, its endorsees, successors and assigns ("Plan Trust"), at its principal office and mailing address at \_\_\_\_\_ or such other place as Plan Trust may from time to time designate, the principal sum of One Million Dollars (\$1,000,000.00) ("Principal"), together with interest on the unpaid principal balance at the rates provided for herein, payable in lawful money of the United States of America which shall be legal tender for public and private debts at the time of payment.

1. Interest Rate. The outstanding principal balance hereof shall bear interest at the rate of three percent (3.00%) per annum ("Regular Rate"). All interest payable hereunder shall be computed on the basis of a three hundred sixty (360) day year containing twelve (12) thirty (30) day months, provided that partial month interest shall be computed on the basis of the actual number of days principal is outstanding.

2. Other Capitalized Terms. All other capitalized terms not otherwise defined herein shall have the definition set forth in the Plan, as confirmed by the Confirmation Order.

3. Payments. Principal and interest upon this Note shall be paid as follows:

a. PACA/503(b)(9) Excess Cash Flow Payments. Commencing on April 30, 2018 and continuing on the 30<sup>th</sup> day of each July, October, and January thereafter, the Reorganized Debtor shall make the PACA/503(b)(9) Excess Cash Flow Payments.

b. Class 4 Excess Cash Flow Payments. After all payments described in subsection (a) immediately above have been made, the Reorganized Debtor shall pay to the Plan Trust the Class 4 Excess Cash Flow Payments.

c. Relationship between Excess Cash Flows and this Note. For the avoidance of any doubt, the Excess Cash Flow Commitment made by the Reorganized Debtor under the Plan will continue as set forth in the Plan even if all Principal and accrued interest under this Note have been paid in full.

d. Maturity. If, at the conclusion of the Excess Cash Flow Commitment (the "Maturity Date"), there are still amounts due under this Note, the Reorganized Debtor shall immediately tender to the Plan Trust all remaining Principal all accrued and unpaid

interest.

e. Avoidance Action Payments and Other Recoveries. To the extent the Plan Trust recovers funds as a result of the litigation, settlement, release, or other resolution of any Avoidance Actions, such recoveries shall not be applied as against the outstanding Principal and interest payable hereunder. However, recoveries by the Plan Trust, net of attorneys' fees and costs, derived from claims sounding in contract, tort, or otherwise arising under state or federal law, or common law (excepting claims or causes of action arising under Title 11 of the United States Code) ("Other Litigation Recoveries"), shall be applied as against the outstanding Principal and interest payable hereunder. In the event of an Other Litigation Recovery, the Plan Trustee shall promptly notify the Reorganized Debtor of the nature and amount of such recovery.

4. Security. This Note is secured by (i) that certain Security Agreement (the "Security Agreement") dated as of the date hereof and executed by the Reorganized Debtor, granting the Plan Trust a first-priority security interest in the assets of the Reorganized Debtor; (ii) that certain Subordination and Intercreditor Agreement, dated as of the date hereof, executed by Triple Sticks Finance, LLC and the Plan Trust; (iii) that certain Guaranty Agreement Pursuant to Confirmed Chapter 11 Plan, given as of the date hereof, by Joseph Trover; and (iv) such other agreements, instruments, documents, and certificate as the Plan Trust may reasonably request. This Note and each of the foregoing shall be referred to collectively as the "Note Documents."

5. Events of Default: The following constitute Events of Default under this Note:

a. The Reorganized Debtor fails to satisfy the Excess Cash Flow Commitment, and such failure is not cured within ten (10) days of written notice by the Plan Trust;

b. The Reorganized Debtor fails to pay all Principal and accrued and unpaid interest under this Note on the Maturity Date;

c. The Reorganized Debtor commits a material breach of the Plan or the Plan Trust Agreement, which is uncured within ten (10) days of written notice by the Plan Trust;

d. The Reorganized Debtor shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, trustee or similar official of or for itself or of or for all or a substantial part of its property, (ii) make an assignment for the benefit of its creditors, (iii) commence a voluntary case under the title 11 of the United States Code, as now or hereafter in effect (the "Bankruptcy Code"), (iv) file a petition seeking to take advantage of any other bankruptcy, insolvency, moratorium, reorganization or other similar law of any jurisdiction, (v) acquiesce as to or fail to controvert in a timely or appropriate manner, an involuntary case filed against Borrower or any of its subsidiaries under the Bankruptcy Code, or (vi) take any action in furtherance of any of the foregoing; or

e. A proceeding or involuntary case shall be commenced, without the application or consent of Reorganized Debtor, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding up or composition or

readjustment of its debts, (ii) the appointment of a trustee, receiver or similar official for it or for all or any substantial part of its assets, or (iii) similar relief in respect of it under any law providing for the relief of debtors, and any such proceeding or case shall continue undismissed, or unstayed and in effect, for a period of 30 days.

6. Default and Acceleration. Upon the occurrence of an Event of Default hereunder, the entire unpaid principal balance together with accrued interest thereon at the respective rates provided for herein, and all other obligations arising under this Note, shall become immediately due and payable at the option of Plan Trust upon ten (10) days' notice of such default and opportunity to cure the same.

7. Default Rate. Upon the occurrence of an Event of Default hereunder, the interest rate shall thereafter increase and shall be payable on the whole of the unpaid principal balance at a rate equal to Five Percent (5.00%) per annum ("Default Rate"), which Default Rate shall be effective as of the date of the occurrence of such Event of Default. The above increase in the interest rate upon the occurrence of an Event of Default shall be applicable whether or not Plan Trust has exercised its option to accelerate the Maturity of this Note and declared the entire unpaid principal indebtedness to be due and payable. The Default Rate shall continue until such Event of Default is cured, payment in full of all indebtedness evidenced by this Note, or completion of all foreclosure proceedings and redemption periods, whichever shall occur first.

8. Prepayment Privilege. The indebtedness evidenced hereby may be prepaid in whole or in part at any time without penalty.

9. Governing Law. This Note and the rights and obligations of all parties hereunder shall be governed by and construed in accordance with the laws of the State of Missouri.

10. Interest Limitation. All agreements hereunder are expressly limited so that in no contingency or event whatsoever, whether by reason of acceleration of Maturity of the indebtedness evidenced hereby or otherwise, shall the amount paid or agreed to be paid hereby exceed the maximum permissible under applicable law. If from any circumstances whatsoever, fulfillment of any provisions of this Note at any time given shall exceed the maximum permissible under applicable law, then, the obligation to be fulfilled shall automatically be reduced to an amount which complies with applicable law, and if from any circumstances the Plan Trust should ever receive as interest an amount which would exceed the highest lawful rate of interest, such amount which would be in excess of such lawful rate of interest shall be applied to the reduction of the Principal balance evidenced hereby and not to the payment of interest. This provision shall control every other provision of all agreements between the parties and shall also be binding upon and available to any subsequent holder of this Note. All sums paid or agreed to be paid pursuant to this Note shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full stated term of this Note until payment in full so that the rate or amount of interest on account of the indebtedness evidenced hereby, does not exceed the maximum lawful rate of interest from time to time in effect and applicable to the indebtedness evidenced hereby for so long as such indebtedness is outstanding.

11. Reorganized Debtor Not Released. No delay or omission of the Plan Trust to exercise any of its rights and remedies under this Note at any time following the happening of an

Event of Default shall constitute a waiver of the right of the Plan Trust to exercise such rights and remedies at a later time by reason of such Event of Default or by reason of any subsequently occurring Event of Default. The acceptance by the Plan Trust of payment of any sum payable hereunder after the due date of such payment shall not be a waiver of the Plan Trust's right to either require prompt payment when due of all other sums payable hereunder or to declare a default for failure to make prompt payment.

12. Business Purpose. The Reorganized Debtor represents and warrants to the Plan Trust that the indebtedness evidenced by this Note is a business loan transacted solely for the purpose of carrying on the business of the Reorganized Debtor and not a consumer transaction.

13. Control. The provisions of the Plan and Confirmation Order control this Note. In the event of any inconsistency between the provisions of this Note and those of the Plan and Confirmation Order, the provisions of the Plan and Confirmation Order control over those of this Note.

14. Notices. All notices required or permitted to be given hereunder to shall be given in the manner and to the place as provided in the Plan and Confirmation Order for notices to the parties thereunder.

15. Fees and Expenses. The Reorganized Debtor shall pay all reasonable fees and expenses incurred by the Plan Trust, including reasonable attorneys' fees, in connection with the enforcement of the Plan Trust's rights under the Note, including, without limitation, the protection and enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving the Reorganized Debtor;

16. Severability. The parties hereto intend and believe that each provision of this Note comports with all applicable local, state and federal laws and judicial decisions. However, if any provision or any portion of any provision contained in this Note is held by a court of law to be invalid, illegal, unlawful, void or unenforceable as written in any respect, then it is the intent of all parties hereto that such portion or provision shall be given force to the fullest possible extent that it is legal, valid and enforceable, that the remainder of this Note shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion or provision was not contained therein, and the rights, obligations and interests of the Reorganized Debtor and Plan Trust under the remainder of this Note shall continue in full force and effect.

17. Successors and Assigns. The provisions of this Note shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of the Plan Trust and its successors and assigns. As used herein the words "successors and assigns" shall also be deemed to include the heirs, representatives, administrators and executors of any natural person who is a party to this Note.

18. Remedies Cumulative. The remedies of the Plan Trust as provided in this Note or the Plan, Confirmation Order or any guaranty or security agreement provided in support hereof, and the warranties contained herein or therein, shall be cumulative and concurrent, may be pursued singly, successively or together at the sole discretion of Plan Trust, may be exercised as often as occasion for their exercise shall occur and in no event shall the failure to exercise any such right or

remedy be construed as a waiver or release of such right or remedy. No remedy under this Note conferred upon or reserved to Plan Trust is intended to be exclusive of any other remedy, but shall be cumulative and shall be in addition to every other remedy given under this Note or any now or hereafter existing at law or in equity or by statute.

19. No Oral Modification. This Note may not be modified or discharged orally, but only by an agreement in writing signed by the parties.

20. Waiver of Jury Trial. PLAN TRUST BY ITS ACCEPTANCE HEREOF AND THE REORGANIZED DEBTOR HEREBY VOLUNTARILY, KNOWINGLY AND INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING UNDER THIS NOTE OR CONCERNING THE INDEBTEDNESS EVIDENCED HEREBY AND/OR ANY COLLATERAL SECURING SUCH INDEBTEDNESS, REGARDLESS OF WHETHER SUCH ACTION OR PROCEEDING CONCERNS ANY CONTRACTUAL OR TORTIOUS OR OTHER CLAIM. REORGANIZED DEBTOR ACKNOWLEDGES THAT THIS WAIVER OF JURY TRIAL IS A MATERIAL INDUCEMENT TO PLAN TRUST, THAT PLAN TRUST WOULD NOT HAVE ACCEPTED THIS NOTE OR THE TERMS OR PROVISIONS OF THE PLAN WITHOUT THIS JURY TRIAL WAIVER, AND THAT REORGANIZED DEBTOR HAS BEEN REPRESENTED BY AN ATTORNEY OR HAS HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY IN CONNECTION WITH THIS JURY TRIAL WAIVER AND UNDERSTANDS THE LEGAL EFFECT OF THIS WAIVER.

21. Jurisdiction and Venue. The Reorganized Debtor irrevocably: (a) agrees that the Plan Trust or any other holder or holders of the Note may bring suit, action or other legal proceedings arising out of this Note in the courts of the State of St. Louis, Missouri or the District Courts of the United States for the U.S. Judicial District in which said St. Louis is included; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which the Reorganized Debtor may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

22. Headings. The headings or captions contained in this Note are solely for convenience of reference and shall not affect its interpretation.

23. Statutory Notice. The following notice is given pursuant to § 432.047 of the Revised Statutes of Missouri:

**ORAL OR UNEXECUTED AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE, REGARDLESS OF THE LEGAL THEORY UPON WHICH IT IS BASED THAT IS IN ANY WAY RELATED TO THE CREDIT AGREEMENT. TO PROTECT YOU (BORROWER(S)) AND US (CREDITOR) FROM MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE**

**STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY  
LATER AGREE IN WRITING TO MODIFY IT.**

IN WITNESS WHEREOF, Borrower has executed this Promissory Note as of the date and  
year first above written.

**TROVERCO, INC., Reorganized Debtor**

By: \_\_\_\_\_  
Title: \_\_\_\_\_



**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ in the year 2018, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared, \_\_\_\_\_, on behalf of Troverco, Inc., known to me to be the person who executed the within Promissory Note in behalf of said company and acknowledged to me that he/she executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my notarial seal at my office in, the day and year last above written.

\_\_\_\_\_  
Notary Public in and for said County and State

My Commission Expires:

SUPPLY AGREEMENT

THIS SANDWICH SUPPLY AGREEMENT, made as of the \_\_\_\_ day of \_\_\_\_\_, 2018 (the “Execution Date”), is by and between Triple Sticks Foods, LLC (“Supplier”), and Troverco, Inc. (“Distributor”). Supplier and Distributor may be referred to herein individually as a “Party” and, together, as the “Parties.”

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

“*Agreement*” means this Supply Agreement, together with all exhibits attached hereto which are hereby incorporated herein, as the same may be modified or amended in accordance with the terms hereof.

“*Applicable Laws*” means all United States laws, rules, regulations and guidelines of any applicable Governmental Authority with jurisdiction over the development, manufacturing, importation, promotion, marketing, sale or distribution of the Products and/or the performance of a Party’s obligations under this Agreement, to the extent applicable, including but not limited to the Act.

“*Distributor*” has the meaning set forth in the recitals hereto.

“*DSD Business*” means the sale and distribution of Products directly to point-of-sale retail locations.

“*DSD Retailers*” means the point-of-sale retail locations to which Products are sold through the DSD Business, including but not limited to convenience stores and military exchanges.

“*Governmental Authority*” means: United States federal, state, municipal or other governmental body (including the FDA), any subdivision, department, bureau, agency, commission, board, instrumentality or authority of any of the foregoing governments or bodies, or any quasi-governmental or private body exercising any regulatory or taxing authority under or for any of the foregoing governments or bodies.

“*Intellectual Property Rights*” means all United States, foreign, multi-national and other intellectual property and proprietary rights of any kind, whether now existing or hereafter created including all: (a) patents and patent applications (including any provisional applications), and all continuations, continuations-in-part, divisionals, re-examinations, reissues, revisions, and extensions thereof, (b) utility models, industrial designs and other statutory invention registrations, and applications for any of the foregoing (c) trademarks, service marks, certification marks, logos, trade dress, trade names, brand names, corporate names, domain names, and other indicia of commercial source of origin (whether registered, common law, statutory or otherwise), together with all translations, localizations, adaptations, derivations and combinations thereof, together with all registrations and applications to register the foregoing (including any intent-to-use trademark applications), (d) copyrightable works (whether or not

registered), copyrights and all applications, registrations and renewals in connection therewith, (e) trade secrets, (f) copies and tangible embodiments of the foregoing (in whatever form or medium), and (g) rights to past, present or future claims or causes of action arising out of or related to any infringement, dilution, misappropriation, improper disclosure or other violation of any of the foregoing, and all proceeds arising in connection therewith.

“*Delivery Location*” has the meaning set forth in Section 3.2(c).

“*Marks*” includes those trademarks specifically listed on Exhibit \_\_\_, together with any future trademarks containing the word(s), characteristic(s), or design(s) of any Mark or any portion thereof, either standing alone or in combination with other words, characteristics or designs, and all configurations and derivations thereof.

“*Products*” means all complete sandwich products manufactured and sold by Distributor immediately prior to the Execution Date and all complete sandwich products that were manufactured by Distributor in its Belleville, Illinois manufacturing facility prior to the Execution Date.

“*Recalled Products*” means any Products sold to Distributor that are thereafter subject to a Recall.

“*Renewal Term*” means each successive period of one (1) year commencing immediately upon expiration of the Initial Term or the immediately-preceding Renewal Term, as the case may be.

“*SQF Standards*” means food safety and quality management systems satisfying certification level 3 standards of the Safe Quality Food Institute, as the same may be amended from time to time.

“*Supplier*” has the meaning set forth in the recitals hereto.

## 2. Agreement to Purchase; Distribution.

2.1 General. Subject to the terms and conditions set forth in this Agreement, during the Term, Distributor may purchase from Supplier, and Supplier shall produce and sell to Distributor, Products for resale in various DSD Retailers. This Agreement does not constitute a “requirements contract” as contemplated by Section 2-306 of the Uniform Commercial Code.

### 2.2 No Exclusivity; Right of First Refusal.

(a) Distributor may sell Products anywhere without restriction by Supplier, including but not limited to the sale of Products directly to DSD Retailers or through one or more third-party distributors engaged in the DSD Business, and may utilize independent third-party providers to market, promote and sell the Products in accordance with this Agreement.

(b) Supplier may sell Products anywhere without restriction by Distributor, except that during the Term, Supplier shall not (i) compete directly (or indirectly through an

Affiliate) with Distributor in the DSD Business, or (ii) grant any exclusive rights to any entity engaged in the DSD Business for any specified territory or with respect to Products.

(c) The Parties hereby acknowledge and agree that this Agreement shall not prohibit Supplier from selling Products (i) to one or more independent third-party distributors engaged in the DSD Business, or (ii) directly through wholesale distribution channels.

2.3 New Products. When Supplier adds new product lines or SKUs to be sold under any Mark, such new products shall be automatically included in the definition of “Products” under this Agreement and shall be subject to the terms and conditions hereof.

### 3. Supply of Products.

#### 3.1 Products.

(a) Subject to the provisions of this Agreement, Supplier agrees to supply the Products to Distributor and Distributor agrees to purchase such Products from Supplier, for resale, marketing and distribution solely through the DSD Business during the Term. Supplier will use commercially reasonable efforts to meet any forecasted demand for Products as such Products are ordered by Distributor in accordance with this Agreement subject, in each case, to any unforeseen circumstances such as raw material shortages, Recalls, or Force Majeure Events. Distributor will use commercially reasonable efforts to purchase the volumes set forth in the Forecasts. Subject to the immediately preceding sentence, the Forecasts do not constitute an obligation by Distributor to purchase any such Products unless and until a Purchase Order is issued for such Products.

(b) Supplier may, in its discretion, change any raw materials, components and/or formulas for any Product provided that (A) the affected Product meets the original flavor profile, packaging, shelf-life, quality and consistency for such Product and the costs associated with the Product are maintained or reduced, or (B) the changes are mutually agreed upon by Supplier and Distributor.

#### 3.2 Orders, Delivery, and Acceptance.

(a) General. Distributor’s purchases of Products shall be made pursuant to firm purchase orders submitted by Distributor, in each case specifying the Product ordered, the amount thereof, the delivery dates (subject to any applicable Minimum Lead Times and Minimum Purchase Order Quantities) and the delivery locations (“Purchase Orders”). Subject to the terms of this Agreement, Supplier shall deliver all Products ordered by Distributor in accordance with the Purchase Orders. Except to the extent this Agreement explicitly permits modification of its terms in a Purchase Order, this Agreement shall supersede any additional or inconsistent terms or conditions set forth in a Purchase Order.

(b) Packaging. Supplier shall ensure that all Products are individually packaged in modified atmosphere packages, butcher’s paper or transparent film, as applicable for each Product, and stored frozen or refrigerated, as applicable for each Product. All Products shall be suitably packed or otherwise prepared by Supplier for shipment to prevent damage or

spoilage in transit, in fully-finished packaged form. All Products shall be packaged in compliance with Applicable Law.

(c) Delivery: Risk of Loss.

(i). All Products will be delivered to Distributor in a frozen state. Unless otherwise set forth in an applicable Purchase Order or agreed to in writing by the Parties, delivery of all Products shall be FCA Supplier's manufacturing facility in Belleville, Illinois or such other delivery method and location as may be agreed by the Parties (the "Delivery Location"), as applicable. Supplier shall be responsible for loading all Products onto Distributor's refrigerated trucks or pods at the applicable Delivery Location and in accordance with Distributor's reasonable instruction as to the loading of such Products.

(ii). Notwithstanding anything to the contrary herein, risk of loss of Products shall pass to Distributor at the moment the Products are fully loaded onto Distributor's trucks or pods from the applicable Delivery Location. Products lost, stolen or damaged prior to such time shall be for the account of Supplier.

(d) Inspection, Acceptance and Rejection of Product.

(i). Inspection. Distributor or its designated agents may conduct an inspection of all Products supplied pursuant to this Agreement, which such inspection right shall extend from delivery thereof to Distributor until the date on which Distributor delivers such Products to the applicable DSD Retailer (the "Inspection Period").

(ii). Right to Reject. Distributor may reject any shipment of Products or any portion thereof that, upon visual inspection, (A) is damaged, defective or unsaleable when delivered to Distributor, (B) has at the time of delivery less than less than two-thirds (2/3) of the Product shelf-life remaining at the time of such delivery (or such other applicable shelf-life requirements for Products), (C) does not conform to the applicable Purchase Order or this Agreement, (D) does not conform to the packaging requirements of Applicable Law, or (E) does not conform to the specifications applicable to such Product (collectively, the "Rejected Products"). Distributor shall provide notice to Supplier of any Rejected Products within five (5) days following expiration of the Inspection Period applicable thereto, but Distributor may not reject any Product after delivery to Distributor's customer.

(iii). Return and Replacement. In the event that the rejection of any Rejected Products is caused by Supplier's negligence or Supplier's breach of any of its representations and warranties set forth in this Agreement, at Distributor's option, Supplier will either (A) replace the Rejected Products with Products conforming to the terms and conditions of this Agreement or (B) reimburse or credit Distributor for the Rejected Products. In addition, in such case, Supplier will reimburse Distributor for all reasonable, out-of-pocket costs incurred by Distributor for delivery and return or destruction of the Rejected Products, which destruction shall be in accordance with Applicable Law and consistent with good industry practice. Notwithstanding anything to the contrary in this Agreement, Distributor is solely responsible for its out of date reimbursements to its customers for all Products.

### 3.3 Prices.

(a) Product Purchase Prices shall be determined as follows:

(i) Supplier's direct labor costs allocable to each unit of Supplier Product plus Supplier's manufacturing overhead costs allocable to each unit of such Product (excluding depreciation expense allocations), plus up to \$.10 (not to exceed actual costs) allocable to each unit of such Product for Supplier's general and administrative overhead costs (collectively, the "Conversion cost"), which such allocation shall not exceed the Conversion Cost allocable to each unit of such Product as of the date of this Agreement, subject to an annual adjustment to allocable costs, as necessary, not to exceed five percent (5%); plus

(ii) Supplier's documented raw material costs for each unit of such Product (the "Raw Material Cost"). The Parties acknowledge and agree that the Raw Material Costs shall be determined by calculating the weighted-average cost of all raw materials (separately quantified by each type of raw material) for each such Product during the term of this Agreement, which shall exclude any cost savings realized by Supplier for productivity-based purchase price variances (i.e., cost savings realized by virtue of Supplier's enhanced purchasing power) (the "Productivity-Based PPV"). Variance in the Raw Material Cost excluding the Productivity-Based PPV is referred to herein as the "Market-Based PPV."

(b) Notwithstanding the foregoing, Supplier hereby acknowledges and agrees that during the Term of this Agreement, Supplier shall not offer and/or sell any Products to Distributor at a price greater than the price at which such Products are offered and/or sold to any other customer of Supplier (other than and excluding any Excluded Customer) who is doing business (whether through wholesale distribution channels or any other distributor engaged in the DSD Business) in the territories in which Distributor is doing business as of the time of such offer and/or sale (such customer, a "Competing Customer"). In the event that Supplier offers and/or sells any Products to any Competing Customer at a price (such price, the "More Favorable Price") lower than the price at which Supplier offers and/or sells such Products to Distributor, Supplier shall (A) provide prompt (but in any event, no less than five (5) Business Days) written notice thereof to Distributor (the date of such notice, the "Notice Date"); and (B) refund to Distributor an amount equal to the aggregate amount paid by Distributor in excess of the More Favorable Price for the period commencing as of the date the offer and/or sale of Products at the More Favorable Price was made to a Competing Customer and continuing until the Notice Date. From and after the Notice Date, the applicable Products shall be offered and/or sold to Distributor at a price no greater than the More Favorable Price and this Agreement and the Exhibits and Schedules hereto shall be amended accordingly. Notwithstanding the foregoing, the Parties agree that, subject to the pricing of any Products to be sold by Supplier to the convenience store division of any Grocery and Club Store Customer shall be subject to the mutual agreement of the Parties.

### 3.4 Billing and Payment.

(a) Following delivery of Products and transfer of risk of loss thereof to Distributor, Supplier shall transmit to Distributor an invoice for Products with reference to the applicable Purchase Order, and stating the type and quantity of Products and purchase price

therefor. Payment terms of all amounts invoiced to Distributor shall be net ten (10) days, subject to a credit limit of not more than \$1,500,000 or such other limit as may be agreed upon by Distributor and Supplier (the "Credit Limit"). If Distributor disputes any portion of an invoice, Distributor shall give Supplier notice of any billing adjustments it believes should be made, and the Parties shall attempt to reach agreement on any adjustments within thirty (30) days.

(b) Notwithstanding anything to the contrary in this Agreement, (i) if Distributor is indebted to Supplier at any time during the Term for invoice amounts not being disputed by Distributor in good faith in excess of the Credit Limit, Supplier shall continue to sell Products to Distributor in accordance with this Agreement and payment terms shall be cash on delivery for so long as Supplier's outstanding invoices not being disputed in good faith by Distributor exceed the Credit Limit, and (ii) if Distributor is more than one day past-due on any payment obligation to Supplier that is not being disputed in good faith by Distributor, Supplier shall provide written notice of such delinquency to Distributor and if Distributor fails to remit payment of all such undisputed past-due amounts within five (5) business days from the date of such notice, then Supplier may suspend delivery of Products to Distributor until such time as all of Distributor's undisputed past-due obligations to Supplier have been paid in full.

#### 4. Quality Assurance.

4.1 Representation, Warranties, and Covenants as to Quality of Products. Supplier represents, warrants and covenants to Distributor as follows:

(a) Supplier warrants to Distributor that at the time the Products are delivered to Distributor, the Products shall be (i) processed, manufactured, packaged, labeled, stored, maintained and delivered using first class manufacturing practices, in accordance with Applicable Law and SQF Standards, (ii) shall be of a quality, grade and character consistent with the good industry practice, (iii) be fit for human consumption, and (iv) not be adulterated or misbranded within the meaning of the Act, or within the meaning of any Applicable Law. Supplier shall have handled the Product properly up to the time of delivery of the Products.

(b) All Products sold by Supplier to Distributor pursuant to this Agreement shall at the time of delivery to Distributor be free from defects in workmanship, materials and design and shall be good and merchantable and fit for the purposes and uses for which they are intended.

(c) Supplier warrants to Distributor that at the time of delivery of the Products to Distributor, the Products will conform to applicable specifications, drawings, part numbers, samples, prototypes or other rendered descriptions and are, or shall be, free from defects, whether patent or latent in materials, workmanship, manufacturing and production.

(d) All warranties made by Supplier in this Section shall succeed to Distributor, its permitted successors, assigns, and all persons, including DSD Retailers and consumers, to whom the Products may be resold. All warranties shall survive termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, Supplier makes no representations and warranties with respect to any (i) Products manufactured prior to the date of this Agreement, (ii) Inventory (to the extent so acquired by Supplier pursuant to the Purchase

Agreement) except for such representations and warranties related to Supplier's storage and handling of such Inventory, (iii) Marks specifically identified on Exhibit \_\_\_ as of the Execution Date, or (iv) the non-infringement of any Business Intellectual Property to the extent so acquired by Supplier pursuant to the Purchase Agreement.

#### 4.2 Inspections.

(a) Inspection. Upon Distributor's advance request and during reasonable business hours, Supplier shall permit qualified representatives of Distributor to enter and inspect the areas of Supplier's manufacturing, processing, distribution, laboratory and quality control facilities used to manufacture, produce, process, store and ship the Products and to store the raw materials, ingredients and packaging relating thereto.

4.3 Notification of Citations and Contamination. Supplier shall promptly notify Distributor of (a) any citation or threatened regulatory action by any federal, state or local authority or regulatory agency which relates to Supplier's representations, warranties and covenants contained in this Agreement; (b) any suspected bacterial, chemical, pesticide or other contamination of the Products or other condition of the Products which violates Applicable Law or Supplier's representations, warranties and covenants contained in this Agreement; (c) Supplier's receipt of any citation, notice of violation or enforcement actions by any Governmental Authority relating to the sanitary conditions or compliance with Applicable Law regarding the sanitation of Supplier's facility(ies) or in areas where the Products and/or ingredients or raw materials for the Products are produced, manufactured, processed, packaged or stored; and (d) any occurrence or state of facts of which Supplier is aware which would reasonably be expected, if disclosed to a Governmental Authority, to have any of the effects set forth in (a), (b) or (c) of this Section 4.3.

#### 4.4 Product Recalls.

(a) Supplier shall immediately notify Distributor in writing of any request or order for recall, market withdrawal or stock recovery of the Products by any Governmental Authority, and any voluntary recall, market withdrawal or stock recovery of the Products initiated by Supplier, stating with specificity the Products subject thereto, the manufacturing dates and lot numbers of such Products, and the reason(s) for such recall (collectively, a "Recall").

(b) Following a Recall, Distributor agrees to use commercially reasonable efforts to remove all Recalled Products from distribution channels within its control and to otherwise cooperate with Supplier in its efforts associated with such Recall. Except for any Recall caused by the negligence of Distributor or Distributor's breach of its representations and warranties in this Agreement, following a Recall and at Distributor's option, Supplier will either (i) replace the Recalled Products with Products conforming to the terms of this Agreement, or (ii) reimburse or credit Distributor for the affected Products. In addition, in such case, Supplier will reimburse Distributor for all reasonable, out-of-pocket costs incurred by Distributor for the return or destruction of the Recalled Products, which destruction shall be in accordance with Applicable Law and consistent with good industry practice. All Recalled Products returned to Supplier shall



be disposed of by Supplier at Supplier's sole cost and expense, in accordance with Applicable Law and consistent with good industry practice.

5. Intellectual Property.

5.1 License Grant. The Parties acknowledge and agree that Distributor will resell the Products in the DSD Business under the applicable Supplier Marks. Supplier hereby grants Distributor, and Distributor hereby accepts from Supplier, a non-exclusive, fully-paid, royalty-free license to use and to license to any or all of the franchised distributors existing as of the Execution Date to use (without further right of sub-license), the Supplier Marks for use solely in connection with the marketing, distribution and sale of such Products during the Term and in accordance with this Agreement and any policies, guidelines or standards, of which Supplier informs Distributor. Distributor shall be responsible for the use by any and all of such franchised distributors in violation of the terms of this Agreement, including without limitation, the failure to cease using the Supplier Marks.

5.2 Ownership. As between Supplier and Distributor, Distributor acknowledges and agrees that Supplier owns or controls, solely and exclusively (i) each Product, together with any and all formulations thereof (whether or not used), trade secrets, copyrighted matter, inventions, testing methods, manufacturing methods, know-how, developments, improvements, research, data, technology, techniques, specifications and any other proprietary information related to any Product, (ii) all Supplier Marks, and (iii) all Intellectual Property Rights embodied in or relating to each of the foregoing (collectively, the "Supplier Intellectual Property"), all of which shall be and shall remain the sole and exclusive property of Supplier or controlled by Supplier. Nothing contained herein shall be construed to give Distributor any, and Distributor acknowledges that it has no, (A) right, license, sublicense, title or interest in or to, nor any right or license to use, any of the Supplier Intellectual Property, or (B) right to manufacture Products.

6. Term and Termination.

6.1 Term. The Term of this Agreement shall run for a period of five (5) years from the effective date hereof.

6.2 Distributor Termination. Distributor may terminate this Agreement if Supplier fails, at any time during the Term, to satisfy its obligations of this Agreement. Notwithstanding the foregoing, in order for Distributor to terminate this Agreement, Distributor must provide thirty (30) days written notice of such termination to Supplier which notice shall describe the reasons for such termination.

6.3 Effect of Termination.

(a) Continuing Rights. Except as may otherwise be specifically set forth in this Agreement, any termination or expiration of this Agreement shall not affect or in any way diminish any Party's rights at law or in equity in respect of a breach including, without limitation, the right to damages or injunctive relief.

(b) Post-Termination Sale Rights. In the event that this Agreement is terminated or expires for any reason, for a period of sixty (60) days following such termination or expiration, Distributor shall be entitled to sell any applicable Products then held or controlled by Distributor (or thereafter delivered by Supplier) and Supplier shall honor any existing Purchase Orders for such Products (excluding any short-shipped or back-ordered Products, which shall not be delivered after termination or expiration of this Agreement). Promptly following the expiration of such sixty (60)-day period, Distributor will destroy any remaining Products held by or in its control and shall certify such destruction to Supplier, which destruction shall be in accordance with Applicable Law and consistent with good industry practice. Distributor shall cease using all Supplier Marks within ninety (90) days following the termination or expiration of this Agreement.

7. Indemnity and Insurance.

7.1 Indemnification.

(a) Supplier Indemnification. Supplier shall defend, indemnify and hold harmless Distributor and its Affiliates, and its and their respective owners, directors, officers, employees, servants, agents, independent contractors, successors and assigns (collectively, "Distributor Indemnitees") from any and all losses, damages, demands, claims, judgments, fines, assessments, penalties, liabilities, causes of action, amounts paid in settlement, charges, costs and expenses, including but not limited to, reasonable legal fees and expenses and costs of settlement (collectively, "Losses") resulting from any (i) negligent act or omission by Supplier, its employees, agents, brokers or suppliers relating to or affecting the condition, quality or character of the Products; (ii) formulation or manufacture, production, processing or packaging of any of the Products in violation of any Intellectual Property Right of any third party; (iii) defect in the formulation or manufacture, production, processing or packaging of any of the Products causing illness, personal or bodily injury or death; (iv) formulation or manufacture, production, processing or packaging of any of the Products by Supplier in violation of any Applicable Law; (v) Supplier's non-performance under this Agreement or breach by Supplier of any of its representations, warranties, covenants or obligations under this Agreement; or (vi) willful misconduct or negligent acts of Supplier, its employees or subcontractors (any of the foregoing, a "Distributor Claim") against any of the Distributor Indemnitees; provided, however, the indemnification and hold harmless obligations under this Section shall not apply to the extent any Losses arise out of or relate to (A) any Products manufactured, distributed or sold by any Distributor Indemnitee on or before the date of this Agreement, (B) the violation of any Intellectual Property Rights of third parties arising out of or relating to any Business Intellectual Property applicable to a Product as of the Execution Date, (C) the violation of Law by any formulation or packaging of Products in the same manner formulated or packaged immediately prior to the Execution Date, except to the extent that Supplier changes any formulation or packaging of Products or Supplier violates any new or amended applicable Law after the date of this Agreement, or (D) any Distributor Claim in connection with or resulting from the willful misconduct or negligent acts of any Distributor Indemnitee. Distributor shall provide Supplier with written notice of such Distributor Claim as promptly as reasonable under the circumstances.

(b) Distributor Indemnification. Distributor shall defend, indemnify and hold harmless Supplier and its Affiliates, and its and their respective owners, directors, officers,

employees, servants, agents, independent contractors, successors and assigns (collectively, “Supplier Indemnitees”) from any and all Losses resulting from any (i) negligent act or omission by Distributor, its employees, agents, brokers or suppliers relating to or affecting the condition, quality or character of the Products; (ii) Distributor’s non-performance under this Agreement or breach by Distributor of any of its representations, warranties, covenants or obligations under this Agreement; or (iii) willful misconduct or negligent acts of any Distributor Indemnitee (any of the foregoing, a “Supplier Claim”) against any of the Supplier Indemnitees; provided, however, the indemnification and hold harmless obligations under this Section shall not apply to the extent any Losses arise out of or relate to any Supplier Claim in connection with or resulting from the willful misconduct or negligent acts of any Supplier Indemnitee. Supplier shall provide Distributor with written notice of such Supplier Claim as promptly as reasonable under the circumstances.

7.2 Insurance.

(a) Supplier Insurance. Supplier shall procure and maintain at its own cost, during the Term, the amounts and types of insurance coverage that are reasonably appropriate for the arrangement contemplated by this Agreement.

(b) Distributor Insurance. Distributor shall procure and maintain at its own cost, during the Term, the amounts and types of insurance coverage that are reasonably appropriate for the arrangement contemplated by this Agreement. Notwithstanding the generality of the foregoing:

(i). Workers’ Compensation Insurance. Distributor shall maintain workers’ compensation insurance with statutory limits in accordance with the laws of the states in which Distributor has operations or conducts business. Distributor shall also maintain employers liability insurance with limits no less than \$1,000,000 each accident; \$1,000,000 disease, each employee and \$1,000,000 disease, policy limit.

(ii). General Liability Insurance. Distributor shall maintain general liability insurance including Contractual Liability, Personal Injury and Advertising, and Products/Completed Operations for all liability assumed by Distributor under this Agreement including but not limited to bodily injury, death, or property damage, with limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate, Two Million Dollars (\$2,000,000) products/completed operations aggregate, and One Million Dollars (\$1,000,000) personal and advertising injury. .

(iii). Certificates of Insurance. Prior to the Effective Date, and on an annual basis thereafter, Distributor shall provide Supplier with Certificates of Insurance evidencing compliance with this Section and naming Supplier and its Affiliates as additional insured. Such certificates shall state that all policies of insurance evidenced therein may not be terminated, suspended, materially amended or cancelled except as consistent with policy notification provisions to Supplier. In addition, Distributor shall deliver renewal certificates to Supplier promptly and provide evidence that such coverage did not lapse. Notwithstanding the foregoing, Distributor is required to notify Supplier in writing at least thirty (30) days in advance if any coverage or limits applicable herein are amended, cancelled, suspended, or otherwise terminated.

8. Miscellaneous.

8.1 Force Majeure. Notwithstanding any other provision of this Agreement, if service at the facilities of either Supplier or Distributor is interrupted or Supplier or Distributor is otherwise unable to perform its obligations (other than payment obligations) under this Agreement by reason of riots, insurrection, war (whether or not declared), adverse weather, acts of God, or pickets or other labor disputes or any other cause that is reasonably beyond its control (each of the foregoing, a "Force Majeure Event"), then performance of the affected Party shall be excused to the extent, but only to the extent, it is delayed, hindered or prevented by any such Force Majeure Event. Notwithstanding the foregoing, both Parties will work together to mitigate any effects of a Force Majeure Event.

8.2 No Minimum Quantity. Notwithstanding anything contained herein to the contrary, Distributor is not obligated under this Agreement to purchase any overall minimum quantity of the Products from Supplier.

8.3 Notices. All notices hereunder shall be in writing and shall be deemed to have been duly given if hand-delivered; or mailed by registered or certified mail, postage prepaid; or via overnight delivery; and shall be addressed as follows, unless and until either Party notifies the other in accordance with this Agreement of a change of address:

*If to a Supplier:*

with a required copy to:

*If to a Distributor:*

with a required copy to:

8.4 Entire Agreement. This Agreement and the Exhibits and Schedules contained herein, and the Purchase Agreement, contain the entire understanding of the Parties with respect to its subject matter and may be amended only by written instrument executed by both Parties or their respective successors or permitted assigns. The Parties hereto have voluntarily agreed to define their rights, liabilities and obligations with respect to the subject matter of this Agreement exclusively in contract pursuant to the express terms and provisions of this Agreement; and the Parties expressly disclaim that they are owed any duties or are entitled to any remedies not expressly set forth in this Agreement. Furthermore, the Parties each hereby acknowledge that this Agreement embodies the justifiable expectations of sophisticated Parties derived from arm's-

length negotiations and that no Party has any special relationship with another party that would justify any expectation beyond that of an ordinary buyer or seller in an arm's-length transaction.

8.5 Waiver; Remedies. No claim or right arising out of the breach of this Agreement can be discharged in whole or in part by waiver or renunciation of a claim or right unless the waiver or renunciation is supported by consideration and is in writing and signed by the aggrieved Party. Waiver by either Party of a breach by the other of any provision of this Agreement shall not be deemed a waiver of any other provision or future compliance with all provisions hereunder, and all such provisions shall remain in full force and effect. Failure of either Party to enforce any right hereunder shall not be deemed a waiver of any subsequent right hereunder. EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THE TERMS AND PROVISIONS OF THIS AGREEMENT (INCLUDING ANY REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN OR MADE IN CONNECTION HERewith) OR ANY CLAIM OR CAUSE OF ACTION OTHERWISE ARISING OUT OF OR RELATED TO THE SALE AND PURCHASE OF PRODUCTS CONTEMPLATED BY THIS AGREEMENT SHALL BE THOSE REMEDIES AVAILABLE HEREUNDER OR AT LAW OR IN EQUITY FOR BREACH OF CONTRACT ONLY, INCLUDING DIRECT DAMAGES, BUT EXPRESSLY EXCLUDING ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, PUNITIVE OR EXEMPLARY DAMAGES (AS SUCH CONTRACTUAL REMEDIES HAVE BEEN FURTHER LIMITED OR EXCLUDED PURSUANT TO THE EXPRESS TERMS OF THIS AGREEMENT); AND THE PARTIES HEREBY AGREE THAT, EXCEPT AS SET FORTH IN THE PURCHASE AGREEMENT, NEITHER PARTY HERETO SHALL HAVE ANY REMEDIES OR CAUSES OF ACTION (WHETHER IN CONTRACT OR IN TORT) FOR ANY STATEMENTS, COMMUNICATIONS, DISCLOSURES, FAILURES TO DISCLOSE, REPRESENTATIONS OR WARRANTIES NOT SET FORTH IN THIS AGREEMENT.

8.6 Counterparts; Electronic Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement may also be signed and transmitted by facsimile or other electronic means, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document. At the request of either Party, any facsimile or other electronic document will be re-executed in original form by the person who signed the facsimile or electronic document on behalf of the Parties.

8.7 Applicable Law. This Agreement and all other agreements executed pursuant to the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Missouri.

8.8 No Third Party Beneficiaries. No provision of this Agreement or any other agreement or instrument entered into or executed in connection with this Agreement is intended to create any right of, or obligation to, any party other than Supplier and Distributor and their respective permitted successors and assigns, except as otherwise provided in Section 8.1.

8.9 Legal Relationship/Independent Contractor. The legal relationship of Supplier and Distributor to each other shall be that of independent contractors, and neither Party shall be the agent or legal representative of the other for any purpose. Neither Party shall have the right or authority to bind or obligate the other to any third party for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

DISTRIBUTOR:

SUPPLIER:

\_\_\_\_\_

\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Print Name:

Print Name:

Title:

Title:

**GUARANTY AGREEMENT  
PURSUANT TO CONFIRMED CHAPTER 11 PLAN**

This Guaranty Agreement is given as of January \_\_\_, 2018, by Joseph Trover (“Guarantor”), to and for the benefit of the **Troverco Plan Trust** (together with its successors and subsequent holders of the Note, the “Plan Trust”).

The Guarantors hereby covenants and agrees with and for the benefit of the Plan Trust, as follows:

1. Defined Terms. Certain capitalized terms used in this Guaranty Agreement are defined in 18 hereof. Other terms are defined throughout the text of this Guaranty Agreement. Capitalized terms not otherwise defined herein shall bear the meanings ascribed to such terms under the order of the United States Bankruptcy Court, Eastern District of Missouri confirming the Chapter 11 plan of reorganization (“Plan”) of Troverco, Inc. in Case No. 17-44474 (“Confirmation Order”), entered on January \_\_\_, 2018.

2. Guaranty of Obligations. For value received and intending to be legally bound Guarantor absolutely and unconditionally and irrevocably guarantees to the Plan Trust:

(a) Upon an Event of Default, the due and punctual payment of all indebtedness of Troverco, Inc. (“Troverco” or “Reorganized Debtor”), as reorganized debtor, to Plan Trust heretofore or hereafter created under the Note made by Reorganized Debtor to the order of Plan Trust of even date herewith, as the same may be amended, modified, supplemented, replaced, exchanged, extended, renewed, increased, refunded or restated from time to time (the “Note”); and

(b) At the conclusion of the Note Term, the prompt and timely performance by Reorganized Debtor of all unperformed payment obligations of Reorganized Debtor under the Note; and

All the indebtedness, performance obligations, costs and expenses described in this 2 are herein collectively called, the “Obligations”.

3. Waivers of Certain Rights by Guarantor; Waiver of Subrogation, Marshalling and Contribution.

(a) Guarantor hereby waives, surrenders and agrees not to claim or enforce any right to be subrogated in whole or in part to any right or claim of Plan Trust against the Reorganized Debtor or any collateral given to Plan Trust as security for the payment or performance of the Obligations, until such time as this Guaranty Agreement has terminated in accordance with the terms hereof.

(b) Guarantor hereby waives, surrenders and agrees not to claim or enforce, until all of the Obligations have been paid or performed in full, and this Guaranty Agreement has terminated, any right to require the marshalling of any assets of the Reorganized Debtor, and any right of contribution against Reorganized Debtor, any other Guarantor, and/or against any partner, member or shareholder in Reorganized Debtor;

which rights of marshalling and/or contribution might otherwise arise from any full or partial payment or performance of the Obligations by such Guarantor.

4. Guaranty Not Released or Impaired. The obligations of Guarantor hereunder shall remain in full force and effect without regard to, and shall not be released, discharged or in any way impaired by:

(a) any amendment or modification of or supplement to the Note or any other Note Document, even if such amendment, modification or supplement increases or decreases the rate of interest on the Note, represents an increase in the principal amount of the Note, or otherwise increases the risk to the Guarantor;

(b) any exercise of or failure or refusal to exercise or delay in exercising any right, remedy, power or privilege under or in respect of this Guaranty Agreement or any other Note Document (even if any such right, remedy, power or privilege shall be lost thereby), or any waiver, consent, indulgence or other action or inaction in respect thereof;

(c) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced from or after the date hereof by or against Reorganized Debtor;

(d) any failure to perfect or continue perfection of, or any release or waiver of, any rights given to Plan Trust in any property as security for the performance of any of Reorganized Debtor's obligations under the Note or any other Note Document;

(e) any extension of time which may be granted for payment or performance of any of the Obligations;

(f) dissolution (voluntary or involuntary) of Reorganized Debtor;

(g) any limitation of liability of Reorganized Debtor contained in any Note Document;

(h) any defense that may arise by reason of the failure of Plan Trust to file or enforce a claim against the estate of Reorganized Debtor in any bankruptcy or other proceeding;

(i) any sale or transfer by Plan Trust of the Note;

(j) the release of Reorganized Debtor from performance or observance of any of the agreements, covenants, terms or conditions contained in the Note by operation of law;

(k) foreclosure upon any collateral given in support of the Note or for any of the Obligations in any manner that shall or may diminish, impair or preclude the rights of Guarantor to enjoy any rights of subrogation against Reorganized Debtor, or to obtain reimbursement, performance, or indemnification for payment or performance under this Guaranty Agreement;



5. Waiver of Certain Other Defenses. Under the laws of some states, Guarantors might be discharged from their obligations under this Guaranty Agreement if Plan Trust elected to sell collateral in which a security interest, lien, or collateral assignment is given to Plan Trust to secure the Note, or if Plan Trust elected to sell the collateral by non-judicial foreclosure (a sale pursuant to a power of sale contained in the Mortgage or other document creating such right of sale). To the fullest extent permitted by applicable law, Guarantor hereby waives and agrees not to claim or assert any such defense to their obligations under this Guaranty Agreement, or to a judgment upon the Note, if in fact applicable state law gives Guarantor such a defense in this instance.

6. Acceleration of Guarantor's Obligations for Default. If an Event of Default shall occur and exist, the Plan Trust may, at its option, as to the Guarantor, accelerate the indebtedness evidenced and secured by the Note and related Documents, and exercise any other remedies available to Plan Trust at law, in equity, under any Note Document or otherwise. Immediately upon such acceleration, Guarantors shall pay to Plan Trust the outstanding amount of the Obligations, without set-off or counterclaim.

7. Plan Trust Not Required to Pursue Other Remedies. This is a guaranty of payment. Plan Trust may proceed directly against the Guarantor to enforce the Obligations without being required to proceed first against any security for Reorganized Debtor's payment obligations under the Note.

8. Business and Financial Information. Guarantor shall furnish to Plan Trust, promptly upon request by Plan Trust, such financial information concerning Guarantor as Plan Trust may reasonably request.

9. Notices to be Given to Plan Trust. Plan Trust shall promptly give Guarantor notice of the occurrence of any Event of Default hereunder and under the Note, and of all litigation or proceedings before any court or Governmental Authority affecting said Guarantor or his property and liabilities, except litigation or proceedings which, if determined adversely to such Guarantor or his property, would not have a material adverse effect on the financial condition of Guarantor or his ability to perform any of Obligation hereunder.

10. Notices and Addresses. Any notice, demand or request by Plan Trust to the Guarantor or by Guarantor to Plan Trust shall be in writing and shall be deemed to have been duly given or made three (3) days after being sent by certified United States Mail, return receipt requested, addressed, in the case of the Plan Trust, to Plan Trust's address (or to the correct address of any assignee of Plan Trust) and in the case of each Guarantor, to the address provided for such Guarantor below such Guarantor's signature to this Guaranty Agreement, and if none is set forth, to Reorganized Debtor's Address.

11. Representations, Warranties and Covenants of Guarantors. Guarantor represents, warrants and covenants to and with the Plan Trust that:

(a) there is no action or proceeding or investigation pending or, to the knowledge of such Guarantor, threatened against such Guarantor before any court or administrative agency or governmental authority which might result in any material

adverse change in the business or financial condition of such Guarantor or in the property of such Guarantor;

(b) Guarantor has filed all Federal and state income tax returns which such Guarantor has been required to file, and has paid all taxes as shown on said returns and on all assessments received by Guarantor to the extent that such taxes have become due;

(c) neither the execution nor delivery of this Guaranty Agreement nor fulfillment of nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any property or assets of such Guarantor under any agreement or instrument to which such Guarantor is now a party or by which such Guarantor may be bound;

(d) this Guaranty Agreement is a valid and legally binding agreement of such Guarantor and is enforceable against such Guarantor in accordance with its terms;

(e) Guarantor has either examined the Note Documents or has had an opportunity to examine the Note Documents and has waived the right to examine them;

(f) Guarantor has the full power, authority, and legal right to execute and deliver this Guaranty Agreement;

(g) Guarantor either owns, directly or indirectly, an interest in Reorganized Debtor.

12. No Waiver; Remedies Cumulative. No failure to exercise, nor any delay in exercising or course of dealing in respect of, any right, power or remedy hereunder by Plan Trust shall operate as a waiver thereof, nor shall any single or partial exercise by Plan Trust of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right. No waiver of any breach of this Guaranty Agreement or of any warranty or representation hereunder by the Plan Trust shall be deemed to be a waiver of any other breach by the Guarantor (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by Plan Trust after any breach by the Guarantor shall be deemed to be a waiver of any breach of this Guaranty Agreement or of any representation or warranty hereunder by the Guarantor, whether or not the Plan Trust knows of such breach at the time it accepts such payment or performance. Each and every right, remedy and power hereby granted to the Plan Trust or allowed it by law or in equity or by any other Note Document or agreement shall be cumulative and not exclusive of any other, and may be exercised by the Plan Trust at any time and from time to time.

13. Termination; Survival of Certain Provisions; Reinstatement. This Guaranty Agreement shall terminate when the Obligations shall have been fully paid and performed.

14. Venue; Jurisdiction. Guarantors irrevocably: (a) agree that the Plan Trust or any other holder or holders of the Note may bring suit, action or other legal proceedings arising out of this Guaranty Agreement or the transactions contemplated hereby in the courts of the State of St. Louis, Missouri or the District Courts of the United States for the U.S. Judicial District in

which said St. Louis is included; (b) consent to the jurisdiction of each such court in any such suit, action or proceeding; and (c) waive any objection which the Guarantor may have to the laying of the venue of any such suit, action or proceeding in any of such courts.

15. Miscellaneous. This Guaranty Agreement constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between Guarantors and Plan Trust with respect to the subject matter hereof. If any clause, provision or section of this Guaranty Agreement be held illegal or invalid by any court, the invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Guaranty Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein. In case any agreement or obligation contained in this Guaranty Agreement be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of Guarantor, as the case may be, to the fullest extent permitted by law. Except as otherwise expressly provided herein, any approval or consent provided to be given by a party hereunder may be given or withheld in the absolute discretion of such party. The masculine, feminine and neuter pronouns are used interchangeably in this Guaranty Agreement. This Guaranty Agreement shall not be amended orally, but only by an agreement in writing, signed by the then holder or holders of the Note, and by the Guarantor. Guarantor acknowledges that Guarantor has been represented by qualified legal counsel in connection with the negotiation of this Guaranty Agreement, and accordingly agree that any presumption that this Guaranty Agreement should be construed against any party who (or whose legal counsel) drafted it shall not be applied in construing this Guaranty Agreement.

16. Governing Law. This Guaranty Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the state of Missouri.

17. Successors and Assigns. These presents shall bind the Guarantor and his respective heirs, personal representatives, successors and assigns, and the benefits hereof shall inure to the Plan Trust, its successors and assigns, including without limitation any successor holder of the Note.

18. Certain Terms Defined. Terms not otherwise defined in this Guaranty Agreement are used herein as defined in the Plan. As used herein, the following terms shall have the indicated meanings:

“Reorganized Debtor” shall mean reorganized Troverco, Inc.,

“Reorganized Debtor’s Address” shall mean 9200 W. Main Street, Suite 1, Belleville, Illinois 62223, or any other address which Guarantor, by notice given to Plan Trust hereunder, shall designate as “Reorganized Debtor’s Address”.

“Event of Default” shall mean the occurrence and/or existence of any one or more of the following events or circumstances:

(a) Failure by the Reorganized Debtor to pay make Excess Cash Flow Payments as required pursuant to the Plan and Confirmation Order; or

(b) Failure of the Reorganized Debtor during the Note Term to pay to the Plan Trust the aggregate amount of \$1 million.

(c) Guarantor shall fail to pay or perform any of the Obligations upon a default in the payment or performance thereof by Reorganized Debtor, which default continues beyond any applicable notice and grace periods contained in the Note Documents; or

“Plan Trust’s Address” shall mean \_\_\_\_\_, or any other address which Plan Trust, by notice given to each of the Guarantors hereunder, shall designate as “Plan Trust’s Address”.

“Note” shall mean that certain Promissory Note Pursuant to Confirmed Chapter 11 Plan of even date with this Guaranty Agreement, between Reorganized Debtor and Plan Trust, and any amendments thereto hereafter made.

“Note Documents” shall mean the Note, this Guaranty Agreement, any subordination agreement entered into as between the Plan Trust and Triple Sticks Finance, LLC, and any security agreement executed in connection with any of the foregoing pursuant to the Plan and Confirmation Order.

19. Waiver of Trial by Jury. **GUARANTOR HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE OR ACQUIRE TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS GUARANTY AGREEMENT, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS GUARANTY AGREEMENT OR ANY OF THE NOTE DOCUMENTS, OR ARISING OUT OF OR IN CONNECTION WITH ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER ORAL OR WRITTEN) OR ACTIONS OF ANY GUARANTOR OR OF PLAN TRUST. THIS PROVISION IS A MATERIAL INDUCEMENT FOR PLAN TRUST TO ACCEPT THIS GUARANTY AGREEMENT FROM THE GUARANTOR AND TO ACCEPT THE NOTE, AND FOR GUARANTOR TO GIVE THIS GUARANTY AGREEMENT TO THE PLAN TRUST.**

WITNESS the due execution of this Guaranty Agreement as of the day and year first above written.

**GUARANTOR:**

\_\_\_\_\_  
Joseph Trover, CEO  
Troverco, Inc., Reorganized Debtor

## SECURITY AGREEMENT

This **SECURITY AGREEMENT** (as the same may be amended, modified, supplemented or replaced from time to time, the "Agreement") is made and entered into as of September 8, 2017, by and between TROVERCO, INC. ("Debtor" or "Reorganized Troverco") and TROVERCO PLAN TRUST ("Secured Party").

**FOR VALUE RECEIVED**, the receipt and sufficiency of which are hereby acknowledged and confessed, Debtor hereby grants to Secured Party, the security interests hereinafter set forth and agrees with Secured Party as follows:

1. **Definitions.** For the purposes of this Agreement:
  - (a) "Bankruptcy Code" means Title 11 of the United States Code.
  - (b) "Case" means In re Troverco, Inc., Case No. 17-44474 pending in the United States Bankruptcy Court for the Eastern District of Missouri.
  - (c) "Chapter 5 Actions" means those actions in favor of Debtor, or its bankruptcy estate, arising under Chapter 5 of the Bankruptcy Code.
  - (d) "Confirmation Order" means the order dated January \_\_, 2018 entered in the Bankruptcy Case confirming the Plan.
  - (e) "Note" shall mean that certain Promissory Note Pursuant to Confirmed Chapter 11 Plan dated \_\_\_\_\_ executed and delivered by Reorganized Troverco in favor of the Plan Trust, together with all renewals, extensions, modifications, and amendments for such Note.
  - (f) "Obligations" means, collectively, all indebtedness, liabilities and obligations whatsoever of Debtor to Secured Party now existing or hereafter arising under or in connection with the Note, the Plan, the Confirmation Order and this Agreement, whether direct or indirect, absolute or contingent, due or to become due, and whether now existing or hereafter arising and howsoever evidenced or acquired, whether joint or several.
  - (g) "Plan" means the Chapter 11 Plan of Reorganization filed by the Debtor and confirmed by the Bankruptcy Court in the Confirmation Order.
  - (h) "Subordination Agreement" means the Subordination and Intercreditor Agreement dated January \_\_, 2018 by and between the Plan Trust and Triple Sticks Finance, LLC.
  - (i) "UCC" shall mean the Missouri version of the Uniform Commercial Code as now or hereafter in effect. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the UCC.

2. **Security Interest.** As collateral security for the prompt and complete payment and/or performance when due (whether at stated maturity, by acceleration or otherwise) of the

Obligations, Debtor hereby grants to Secured Party a security interest in (and pledges and assigns as applicable), and agrees that Secured Party will continue to have a security interest in (and a pledge and assignment of as applicable) (collectively, the “Security Interest”), all of the following property now owned or hereafter acquired by Debtor or in which Debtor now has or at any time hereafter may acquire any right, title or interest (collectively the “Collateral”):

(a) All present and future assets of the Debtor including, without limitation, all cash, Accounts, Records, Chattel Paper, Deposit Accounts, Documents, equipment, furniture, fixtures, General Intangibles, Goods, Instruments, Intellectual Property, Inventory, Investment Property and Letter of Credit Rights.

(b) All Proceeds of the Collateral, including, without limitation, all moneys, income and benefits attributable or accruing to or resulting from or in connection with any of the foregoing, including without limitation, all proceeds resulting from the sale of the Collateral.

3. **Further Assurances.** Debtor agrees that from time to time, at Debtor’s expense, Debtor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Secured Party may request, in order to perfect and protect the Security Interest granted or purported to be granted hereby or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral.

4. **Representations and Warranties.** Debtor represents and warrants to Secured Party that:

(a) Debtor: (i) is the owner of the Collateral free of all liens and security interests, other than the security interest (the “Permitted Lien”) in favor of Triple Sticks Financing, LLC (“Triple Sticks”); (ii) will have, at the time Debtor acquires any rights in Collateral hereafter arising, absolute title to each such item of Collateral free and clear of all liens and security interests, except the Permitted Lien and the Security Interest; and (iii) will keep all Collateral free and clear of all liens and security interests except the Permitted Lien and the Security Interest.

(b) Debtor has the right and power to enter into this Security Agreement, and that this Agreement has been duly authorized by all necessary organizational action, and constitutes a valid and binding agreement enforceable in accordance with its terms, and execution and compliance herewith will not violate Debtor’s Articles of Organization, Operating Agreement, or any contract or commitment to which Debtor is a party or by which Debtor or any of its property is bound.

(c) Debtor acknowledges and confirms the receipt of valid consideration for its granting of the Security Interest and its issuance of the Note, as the business operations of the Debtor will benefit from the financial accommodations made to Debtor by Secured Party and evidenced by the Note.

5. **Covenants.** Debtor agrees with Secured Party that Debtor:
- (a) Will defend the Collateral against the claims and demands of all persons.
  - (b) Hereby irrevocably appoints Secured Party as Debtor's attorney-in-fact to do all acts and things which Secured Party may deem necessary or appropriate to perfect and continue the perfected Security Interest created by this Agreement, and Secured Party is authorized to file a UCC-1 Financing Statement as to the Collateral or any other documents required under applicable law to perfect the Security Interest. So long as any part of the Obligations remain outstanding, Debtor shall not file or cause to be filed any termination, amendment or other modification of any financing statement that may be filed by Secured Party in connection with this Agreement without first obtaining the written consent of Secured Party.
  - (c) Will deliver to Secured Party such other information concerning the Collateral as Secured Party may from time to time reasonably request.
  - (d) Will pay the Obligations to Secured Party in accordance with their terms.
  - (e) Will comply in all respects with the terms, conditions and provisions of this Agreement, the Note, the Plan, the Confirmation Order, and all related documents.
  - (f) Will cause Triple Sticks to enter into the Subordination Agreement with the Secured Party, whereby Triple Sticks' security interest in the Collateral is subordinated to the security interest granted to Secured Party hereunder.
  - (g) Will keep all tangible Collateral in good repair, working order and condition, normal depreciation excepted, and will, from time to time, replace any worn, broken or defective parts thereof.
  - (h) Will promptly pay all taxes and other governmental charges levied or assessed upon or against any Collateral or upon or against the creation, perfection or continuance of the Security Interest.
  - (i) If so requested by the Secured Party (after the occurrence of an Event of Default), promptly deliver to the Secured Party any instrument, document or chattel paper constituting Collateral, duly endorsed or assigned by Debtor.
  - (j) Will not use or keep any Collateral, or permit it to be used or kept, for any unlawful purpose or in violation of any federal, state or local law, statute or ordinance.
  - (k) Will insure the Collateral for its replacement value against all risks including fire and theft. All policies of insurance shall contain standard secured party clauses in favor of Secured Party and shall be made available to Secured Party. All policies of insurance shall provide that they will not be canceled except upon thirty (30) days' prior written notice to Secured Party.

- (l) Will maintain accurate business records and books of account, including accurate inventories of the Collateral, and will provide Secured Party with copies thereof and with any other information upon request of Secured Party.
- (m) Will maintain all licenses and certifications held by Debtor as necessary for the conduct of Debtor's business .
- (n) Will not change its name, business structure, jurisdiction of incorporation or formation, as applicable, or identity, or add any new fictitious name.
- (o) Will not merge or consolidate with or into any other business organization.
- (p) Will not guaranty or otherwise become in any way liable with respect to the obligations of any third party.
- (q) Will pay its employees in the ordinary course of business.

6. **Survival.** The covenants, representations and warranties of Debtor in this Agreement, the Note and all related documents shall continue for so long as any portion of the Obligations remains unpaid and outstanding.

7. **Disclaimer.** Secured Party shall not in any respect be responsible or accountable for the existence, character, quantity, quality, condition, value or delivery of any collateral. No warranties, express or implied, and no representations, promises, or statements have been made by Secured Party unless set forth in this Agreement.

8. **Events of Default.** Each of the following shall constitute an event of default ("Event of Default"):

- (a) **Payments.** If any payment of principal and/or interest and/or fees on the Obligations shall not be paid in full punctually when due and payable.
- (b) **Covenants and Agreements.** If Debtor shall fail or omit to perform or observe any other covenant, agreement, condition or other provision contained or referred to in this Agreement, the Note, the Plan or the Confirmation Order.

9. **Remedies.** Upon an Event of Default, Secured Party may exercise any one or more of the following rights and remedies: (i) declare all unmatured Obligations to be immediately due and payable, and the same shall thereupon be immediately due and payable, together with all costs and expenses incurred by Secured Party pursuant to this Agreement including reasonable attorneys' fees and legal expenses, without presentment, demand, protest or notice of any kind, all of which are hereby waived; and (ii) exercise and enforce any or all rights and remedies available upon default to a secured party under the provided by law and by this Agreement, including but not limited to the right to take possession of any Collateral, proceeding without judicial process or by judicial process (without a prior hearing or notice thereof, which the Debtor hereby expressly waives), and the right to sell, lease or otherwise dispose of any or all of the Collateral, and in connection therewith, Secured Party may require the Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is



reasonably convenient to both parties, and if notice to the Debtor of any intended disposition of Collateral or any other intended action is required by law in a particular instance, such notice shall be deemed commercially reasonable if given at least ten (10) days prior to the date of intended disposition or other action. The parties hereto further agree that public sale of the Collateral by auction conducted either in any county in which Secured Party or any assignee does business or in any county in which the Collateral was repossessed, after advertisement of the time and place of sale in a newspaper circulated in the county, city or village in which the sale is to be held, shall be deemed to be a commercially reasonable disposition of the Collateral. Nothing herein, however, shall be deemed to give the Secured Party any rights that are specifically proscribed in the Plan or the Confirmation Order.

10. **Attorneys' Fees; Expenses.** Secured Party may hire or pay someone else to help enforce this Agreement, Note and/or related documents, and Debtor shall reimburse the costs and expenses of such enforcement. Costs and expenses include all reasonable costs incurred in the collection of the indebtedness owed by Debtor to Secured Party, including but not limited to, court costs, attorneys' fees and collection agency fees.

11. **Interpretation.** No course of dealing in respect of, or any omission or delay in the exercise of, any right, power or privilege by Secured Party shall operate as a waiver thereof, nor shall any right, power or privilege of Secured Party be exclusive of any other right, power or privilege referred to herein or in any related document now or hereafter available at law, in equity, in bankruptcy, by statute or otherwise. Each right, power or privilege may be exercised by Secured Party as often and in such order as Secured Party may deem expedient. No waiver or consent granted by Secured Party in respect to the Note, this Agreement, or any related writing shall be binding upon Secured Party unless specifically granted in writing, which writing shall be strictly construed. Time shall be of the essence in the performance of all of Debtor's obligations under the Note, this Agreement, and the other instruments related hereto.

12. **Notices.** All notices, elections, requests, demands or other communications hereunder or required by any applicable law shall be given in writing and personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows (or to such other person or at such other place as any party hereto may give notice in accordance herewith):

If to Secured Party: Troverco Plan Trust  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

If to Debtor: Troverco, Inc.  
727 N. 1<sup>st</sup> Street  
St. Louis, MO 63101  
Email: dmusick@troverco.com

With a copy to: Eric C. Peterson, Esq.  
Spencer Fane LLP  
1 North Brentwood Boulevard, Suite 1000  
St. Louis, MO 63105  
Email: epeterson@spencerfane.com

and shall be deemed given when deposited in the United States mail, in accordance with the foregoing.

13. **Governing Law.** The laws of the State of Missouri, without regard to its choice of law rules, shall govern the construction of this Agreement and the rights, remedies and duties of the parties hereto, unless the laws of the state where the Collateral or part thereof is situated dictate that the laws of such other state shall govern.

14. **WAIVER OF JURY TRIAL; CONSENT TO JURISDICTION.** DEBTOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THE NOTE, THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF SECURED PARTY OR BORROWER, WHETHER ANY OF THE FOREGOING ARISES OR IS BASED IN CONTRACT OR IN TORT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SECURED PARTY ENTERING INTO THIS AGREEMENT. BORROWER CONSENTS TO BE SUBJECT TO THE COURTS OF THE STATE OF MISSOURI AND ST. LOUIS COUNTY, MISSOURI, RESPECTIVELY, WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUM IS NOT CONVENIENT, AND AGREES THAT A FINAL JUDGMENT IN ANY SUCH SUIT, ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

15. **Control.** The provisions of the Plan and the Confirmation Order shall control this Agreement and the Note. In the event of any inconsistency between the provisions of this Agreement and/or the Note and the Plan and the Confirmation Order, the provisions of the Plan and the Confirmation Order shall control over those of this Agreement and/or the Note.

16. **Successors and Assigns.** Except as limited by the Plan or the Confirmation Order, this Agreement shall bind Debtor and its successors and assigns, and shall inure to the benefit of Secured Party and its successors and assigns.

Signatures on Next Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

DEBTOR:  
TROVERCO, INC.

SECURED PARTY:  
TROVERCO PLAN TRUST

By: \_\_\_\_\_  
Name: Joseph E. Trover, Jr.  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## **SUBORDINATION AND INTERCREDITOR AGREEMENT**

This SUBORDINATION AND INTERCREDITOR AGREEMENT is entered into as of \_\_\_\_\_, 2018 (the “Subordination Agreement”), by and among **TRIPLE STICKS FINANCE, LLC**, a Missouri limited liability company, whose address is \_\_\_\_\_ (the “Junior Lender”), **TROVERCO PLAN TRUST**, whose address is \_\_\_\_\_ (the “Senior Lender”), and **TROVERCO, INC.**, an Illinois corporation (“Borrower”), whose address is 9200 W. Main St., Belleville, IL 62223.

### RECITALS:

A. Borrower was previously a debtor and debtor-in-possession in that certain chapter 11 bankruptcy case styled *In re Troverco, Inc.*, Case No. 17-44474, in the United States Bankruptcy Court for the Eastern District of Missouri (the “Bankruptcy Court”). On January \_\_, 2018, the Bankruptcy Court entered an order confirming the *Chapter 11 Plan of Reorganization* (the “Plan”) filed by the Borrower;

B. Concurrently with entry into this Subordination Agreement, and pursuant to the Plan, the Borrower issued to the Senior Lender that certain *Promissory Note Pursuant to Confirmed Chapter 11 Plan* in the principal amount of \$1,000,000 (the “Senior Note”), which Senior Note shall be repaid pursuant to the Plan. The Borrower and the Senior Lender have also entered into that certain *Security Agreement* concurrently with entry into this Subordination Agreement, pursuant to which Borrower’s obligations on the Senior Note are secured by first-priority security interests and liens in substantially all of the Borrower’s assets (the “Senior Security Agreement,” and together with the Senior Note, the “Senior Debt Documents”);

C. During the Borrower’s chapter 11 case, it obtained a secured debtor-in-possession financing facility from Junior Lender in the principal amount of \$1,500,000, as evidenced by that certain *Promissory Note* (the “Junior Note”) issued by Borrower to Junior Lender on or about [DATE]. The Borrower’s obligations under the Junior Note are secured by security interests and liens in substantially all of the Borrower’s assets, as evidenced by that certain *Security Agreement* dated as of [DATE] by and between Borrower and Junior Lender (the “Junior Security Agreement,” and together with the Junior Note, the “Junior Debt Documents”);

D. A condition precedent to the Senior Lender extending credit to Borrower is that “Junior Debt” is subordinated to the “Senior Debt” (as defined below in Section 1.1) in the manner reasonably satisfactory to the Senior Lender; and

E. The extension of credit by the Senior Lender is a condition precedent to the Effective Date of the Plan, and to permit the Borrower to continue operating the Borrower’s business.

NOW, THEREFORE, in consideration of the extension credit by the Senior Lender to the Borrower, and for other good and valuable consideration to the Junior Lender, the receipt and sufficiency of which are hereby acknowledged, the Junior Lender and the Borrower hereby agree with the Senior Lender, until the Senior Debt is indefeasibly paid in full, as follows:

**EXHIBIT F**

A G R E E M E N T S:

1. **Subordination.**

1.1 The Junior Lender hereby subordinates the indebtedness owed to it by Borrower evidenced by the Junior Note and the Junior Security Agreement, including without limitation, all interest thereon (except as set forth herein), including pre-confirmation and post-confirmation interest, fees and expenses and any other charges, and any refinancings thereof (collectively, the “Junior Debt”) to any and all indebtedness now or at any time hereafter owing by the Borrower to the Senior Lender, whether absolute or contingent, direct or indirect and howsoever evidenced, including, but not limited to, all interest thereon, fees, expenses and all other demands, claims, liabilities or causes of action for which the Borrower may now or at any time or times hereafter in any way be liable to the Senior Lender, whether under the Senior Note and the Senior Security Agreement, or any other agreement, instrument or document executed and delivered or made by the Borrower to the Senior Lender or otherwise, including any refinancings thereof (collectively, the “Senior Debt”); provided, however, that Borrower may make scheduled payments of interest only (and not payments due to an acceleration) under the Junior Note (as set forth in the Plan) provided that such payment will not cause an event of default under any Senior Debt Document and if no event of default has occurred or is continuing under the Senior Debt Documents. If Borrower: (i) makes a payment of principal under the Junior Note; or (i) makes any payment under the Junior Note while an event of default exists under the Senior Debt Documents or if the making of such payment causes an event of default under any Senior Debt Document, then Borrower shall be in default hereunder and under the Senior Debt Documents.

1.2 The Junior Lender hereby subordinates any and all security interests, liens, encumbrances and claims against the Borrower or its assets, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt (the “Junior Lender’s Collateral”) to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt (the “Senior Lender’s Collateral”).

1.3 The Junior Lender agrees that it shall not take any action to enforce any liens against the Junior Lender’s Collateral for so long as the Senior Note remains outstanding. The Junior Lender agrees that it shall have no right to possession of any assets included in the Senior Lender’s Collateral or the Junior Lender’s Collateral, whether by judicial action or otherwise, for so long as the Senior Note remains outstanding.

1.4 The Junior Lender agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Junior Debt except as set forth herein.

1.5 The Junior Lender hereby subrogates to the Senior Lender all of the Junior Lender’s right, title and interest in and to the Junior Debt and the Junior Lender’s Collateral (if any), and hereby irrevocably authorizes the Senior Lender (i) to collect, receive, enforce and

accept any and all sums or distributions of any kind, whether cash, securities or other property, that may become due, payable or distributable on or in respect of the Junior Debt or the Junior Lender's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (ii) in the Senior Lender's sole discretion, to make, present and vote claims therefor in, and take such other actions as the Senior Lender deems necessary or advisable in connection with, any such proceedings, either in the Senior Lender's name or in the name of the Junior Lender, including, but not limited to, any election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. § 101 et seq.) (the "Bankruptcy Code"); and agrees that upon the written request of the Senior Lender it will promptly assign, endorse and deliver to and deposit with the Senior Lender all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Note and Junior Debt Documents.

1.6 The Junior Lender hereby agrees that all agreements, instruments and documents evidencing the Junior Debt and the Junior Lender's Collateral, including the Junior Note, will be endorsed with proper notice of this Subordination Agreement as follows:

"The amounts due to holder and all security interests granted to holder in the assets of Troverco, Inc. pursuant to this [Promissory Note/ Security Agreement] are subordinated to all indebtedness now or hereafter owing by the maker to the Troverco Plan Trust and all security interests granted to the Troverco Plan Trust in the assets of Troverco, Inc., as provided in that certain Subordination and Intercreditor Agreement dated as of \_\_\_\_\_, 2018."

The Junior Lender will promptly deliver to the Senior Lender a certified copy of the Junior Note and as well as certified copies of all other agreements, mortgages, instruments and documents hereafter evidencing any Junior Debt, in each case showing such endorsement.

1.7 The Junior Lender agrees to receive and hold in trust for and promptly turn over to the Senior Lender, in the form received (except for the endorsement or assignment by the Junior Lender where necessary), any sums at any time paid to, or received by, the Junior Lender in violation of the terms of this Subordination Agreement and to reimburse the Senior Lender for all costs, including reasonable attorney's fees, incurred by the Senior Lender in the course of collecting said sums should the Junior Lender fail, within 15 days after demand from the Senior Lender, to voluntarily turn the same over to the Senior Lender as herein required.

1.8 The Junior Lender hereby irrevocably makes, constitutes and appoints [NAME], the Trustee of the Senior Lender, as the Junior Lender's true and lawful proxy and attorney-in-fact (and agent-in-fact) in the Junior Lender's name, place and stead, with full power of substitution, to (i) take any and all actions as are permitted in this Subordination Agreement, (ii) execute such financing statements and other documents and to do such other acts as the Senior Lender may require to perfect and preserve the Junior Debt and the Junior Lender's Collateral, and (iii) carry out any remedy provided for in this Subordination Agreement. The Junior Lender hereby acknowledges that the constitution and appointment of such proxy and attorney-in-fact are coupled with an interest and are irrevocable. The Junior Lender hereby

ratifies and confirms all that said attorney-in-fact may do or cause to be done by virtue of any provision of this Subordination Agreement.

1.9 The Junior Lender agrees that it shall not modify or amend any agreement, instrument or document evidencing or securing the Junior Debt, including without limitation the Junior Note and all other Junior Debt Documents, without the prior written consent of the Senior Lender.

2. **Representations.**

2.1 The Junior Lender represents and warrants to the Senior Lender that the Junior Lender has not assigned or otherwise transferred the Junior Debt or the Junior Lender's Collateral, or any interest therein to any person or entity, and that the Junior Lender will make no other such assignment or other transfer thereof absent the prior written consent of the Senior Lender.

2.2 The Junior Lender represents and warrants to the Senior Lender that no default or of any event which, with the lapse of time, the giving of notice or both, would constitute a default under the Junior Debt or any instrument evidencing or securing the Junior Debt, has occurred and is continuing (a "Junior Debt Default"), and the Junior Lender further agrees to promptly provide the Senior Lender with written notice of any Junior Debt Default.

2.3 The Junior Lender represents and warrants to the Senior Lender that the outstanding amount of Junior Debt evidenced by the Junior Note as of the date of this Subordination Agreement is [One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00)].

3. **Further Agreements.**

3.1 The Junior Lender expressly waives all notice of the acceptance by the Senior Lender of the subordination and other provisions of this Subordination Agreement and all notices not specifically required pursuant to the terms of this Subordination Agreement, and the Junior Lender expressly waives reliance by the Senior Lender upon the subordination and other provisions of this Subordination Agreement as herein provided.

3.2 The Junior Lender consents and agrees that all Senior Debt shall be deemed to have been made, incurred and/or continued at the request of the Junior Lender and in reliance upon this Subordination Agreement.

3.3 The Junior Lender agrees that the Senior Lender shall have no liability to the Junior Lender, and in particular, the Junior Lender hereby waives any claim which it may now or hereafter have against the Senior Lender arising out of (i) any and all actions which the Senior Lender takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future the Senior Lender's Collateral, actions with respect to the occurrence of an event of default under any documents, instruments or agreements evidencing the Senior Debt, actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of the Senior



Lender's Collateral and actions with respect to the collection of any claim for all or any part of the Senior Debt from any account debtor, guarantor or other person or entity) with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the Senior Debt or the valuation, use, protection or release of the Senior Lender's Collateral, (ii) the Senior Lender's election (whether on behalf of the Senior Lender or the Junior Lender) in any proceeding instituted under the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by the Borrower, as debtor-in-possession.

4. **Further Assurances.** The Junior Lender agrees that the Senior Lender, at any time and from time to time hereafter, may enter into such agreements with the Borrower as the Senior Lender may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt (except for the extension of additional credit over and above the Senior Debt other than protective advances by the Senior Lender under the Senior Debt Documents) or affecting any of the Senior Lender's Collateral (provided, however, that any such agreements shall not be in derogation of the Plan), and may sell or surrender or otherwise deal with any of the Senior Lender's Collateral, and may release any balance of funds of the Borrower with the Senior Lender, without notice to the Junior Lender and without in any way impairing or affecting this Subordination Agreement.

5. **Continuing Agreement.** This Subordination Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on the Junior Lender and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of the Senior Lender, its successors and assigns until the Senior Lender has, in writing, notified the Junior Lender that all of the Senior Debt has been paid in full and all obligations arising in connection therewith have been discharged and indefeasibly paid in full. The Junior Lender hereby agrees that all payments received by the Senior Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Subordination Agreement, provided that any such actions are compliant with the Plan.

6. **Senior Lender's Duty Limited.** The rights granted to the Senior Lender in this Subordination Agreement are solely for its protection and nothing herein contained imposes on the Senior Lender any duties with respect to any property of either the Borrower or of the Junior Lender received by the Senior Lender beyond the duty to exercise reasonable care in the custody and preservation of such property while in the Senior Lender's possession. The Senior Lender shall have no duty to preserve rights against prior parties on any instrument or chattel paper received from the Borrower or the Junior Lender as collateral security for the Senior Debt or any portion thereof.

7. **No Marshalling.** The Junior Lender, on its own behalf and on behalf of its successors and assigns hereby expressly waives all rights, if any, to require a marshalling of the Borrower's assets by the Senior Lender or to require that the Senior Lender first resort to some or any portion of the Senior Lender's Collateral for the Senior Debt before foreclosing upon, selling or otherwise realizing on any other portion thereof.

8. **Reinstatement.** To the extent that the Borrower makes a payment to the Senior Lender or the Senior Lender receives any payment or proceeds of the collateral securing the

Senior Debt for the Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then, to the extent of such payment or proceeds received and not retained by the Senior Lender, the Junior Lender's obligations intended to be satisfied thereby and this Subordination Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to the Senior Lender. The Junior Lender agrees to hold in trust for the Senior Lender and promptly remit to the Senior Lender any payments received by the Junior Lender after such invalidated, rescinded or returned payment was originally made.

9. **Waiver In Writing.** No waiver shall be deemed to be made by any party hereto of any of its rights hereunder unless the same shall be in writing signed on behalf of that party and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights or the obligations of one party to the other party in any other respect at any other time.

10. **Choice Of Law.** This Subordination Agreement shall be governed and controlled by the internal laws of the State of Missouri.

11. **FORUM.** TO INDUCE THE SENIOR LENDER TO ACCEPT THIS SUBORDINATION AGREEMENT, THE JUNIOR LENDER IRREVOCABLY AGREES THAT, SUBJECT TO THE SENIOR LENDER'S SOLE AND ABSOLUTE ELECTION, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS SUBORDINATION AGREEMENT SHALL BE LITIGATED IN THE COURTS OF ST. LOUIS COUNTY, MISSOURI OR IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF MISSOURI.

12. **WAIVER OF JURY TRIAL.** THE JUNIOR LENDER AND THE SENIOR LENDER, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE IRREVOCABLY, THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS SUBORDINATION AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT TO THE SENIOR LENDER GRANTING ANY FINANCIAL ACCOMMODATION TO THE BORROWER AND ENTERING INTO THIS SUBORDINATION AGREEMENT.

13. **Additional Borrower Agreements.**

13.1 Borrower hereby agrees that until all Senior Debt is indefeasibly paid in full and all obligations arising in connection therewith have been satisfied, Borrower will make no payments or distributions contrary to the provisions hereof and will do every other thing necessary to carry out such provisions. Borrower will give the Senior Lender notice of any suit or action brought against Borrower in violation of this Subordination Agreement.

13.2 Borrower represents and warrants to the Senior Lender that no Junior Debt Default exists and agrees to promptly provide the Senior Lender with written notice of any Junior Debt Default.

13.3 In the event of any default by Borrower under the provisions of this Subordination Agreement, then, at the election of the Senior Lender, any and all obligations of the Borrower to the Senior Lender shall immediately become due and payable and any and all agreements of the Senior Lender to make loans, advances or other financial accommodations to the Borrower shall immediately terminate, notwithstanding any provision hereof to the contrary.

*(signature page to follow)*

IN WITNESS WHEREOF, the Junior Lender, the Senior Lender and the Borrower have executed this Subordination Agreement as of the date set forth above.

**JUNIOR LENDER:**

\_\_\_\_\_  
TRIPLE STICKS FINANCE, LLC

**SENIOR LENDER:**

**TROVERCO PLAN TRUST**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BORROWER'S CONSENT**

Borrower consents to the foregoing Subordination Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the intention and terms of the Subordination Agreement.

A breach of any of the terms or conditions contained in the Subordination Agreement shall constitute a default under the Senior Debt Documents.

Signed and delivered by the Borrower as of \_\_\_\_\_, 2018.

**BORROWER:**

TROVERCO, INC.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_