

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The	§	Case No. 16-33437-hdh-11
Picture People,	§	
	§	
Debtor.	§	

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**SECOND AMENDED DISCLOSURE STATEMENT UNDER 11 U.S.C. § 1125 IN  
SUPPORT OF THE DEBTOR'S AND OFFICIAL COMMITTEE OF UNSECURED  
CREDITORS' SECOND AMENDED JOINT PLAN OF LIQUIDATION FOR TPP  
ACQUISITION, INC. D/B/A THE PICTURE PEOPLE UNDER CHAPTER 11 OF THE  
UNITED STATES BANKRUPTCY CODE (SOLICITATION VERSION)**

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**IMPORTANT DATES**

- Date by which Ballots must be received (Voting Deadline): **March 9, 2017 at 4:00 p.m. Central Time.**
- Date by which objections to confirmation of the Plan must be filed and served (Plan Objection Deadline): **March 9, 2017 at 4:00 p.m. Central Time.**
- Hearing on confirmation of the Plan: **March 16, 2017 @ 1:30 p.m. Central Time.**

**Dated: February 14, 2016**

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## ARTICLE 1 INTRODUCTION

TPP Acquisition, Inc. d/b/a The Picture People (the “Debtor”), debtor-in-possession in the above-referenced Chapter 11 Case, and the Committee (together with the Debtor, the “Proponents”) submit this *Second Amended Disclosure Statement Under 11 U.S.C. § 1125 in Support of the Second Amended Joint Plan of Liquidation for TPP Acquisition, Inc. d/b/a The Picture People under Chapter 11 of the United States Bankruptcy Code* (the “Disclosure Statement”). A copy of the Plan is attached as **Exhibit 1** to this Disclosure Statement.<sup>1</sup>

This Disclosure Statement sets forth certain relevant information regarding the Debtor’s prepetition operations and financial history, the need to seek Chapter 11 protection, significant events that have occurred during the Chapter 11 Case, an analysis of the expected return to the Debtor’s Creditors and the anticipated procedures for liquidating the Debtor’s remaining assets. This Disclosure Statement also describes terms and provisions of the Plan, including certain alternatives to the Plan, certain effects of confirmation of the Plan, certain risk factors associated with the Plan, and the manner in which Distributions will be made under the Plan. Additionally, this Disclosure Statement discusses the confirmation process and the voting procedures that holders of Claims must follow for their votes to be counted.

### **A. Filing of the Debtor’s Chapter 11 Case.**

The Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court on September 2, 2016. Since the Petition Date, the Debtor has continued to manage its properties and assets as debtor-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

### **B. Distributions under the Plan.**

The Plan provides that the Debtor’s remaining assets, consisting primarily of various causes of actions, will be transferred to the Liquidation Trust. The Liquidation Trustee will oversee the liquidation of the remaining assets, including the litigation of causes of action transferred to the Liquidation Trust. The net proceeds generated by the liquidation of all such assets will be distributed to Creditors pursuant to the Plan. Under the Plan, the Debtor anticipates that Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims will be paid in full to the extent that any such Claims exist. The Estate assets that remain after satisfaction of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Priority Non-Tax Claims, Allowed Secured Claims, and the costs and expenses incurred by the Liquidation Trustee and/or the Liquidation Trust in connection with the administration of the Liquidation Trust will be distributed to the Holders of General Unsecured Claims through the Liquidation Trust.

Holders of Interests will not receive any distribution under the Plan, and all Interests in the Debtor will be canceled and extinguished.

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<sup>1</sup> Except as otherwise provided in this Disclosure Statement, capitalized terms herein have the meanings ascribed to them in the Plan. Any capitalized term used herein that is not defined in the Plan shall have the meaning ascribed to that term in the Bankruptcy Code or Bankruptcy Rules, whichever is applicable.

### Summary of Plan Treatment

<u>Class Description</u>	<u>Treatment</u>	<u>Estimated Recovery</u>
<u>Class 1 - Senior Secured Lender Allowed Claims</u>	The treatment of the Claims of the Senior Secured Lenders' or any of their respective successors and assigns as provided in the TPP Sale Order is reaffirmed pursuant to this Plan. As more fully provided in Article V, upon payment in full of all unpaid Allowed Claims identified in the DIP Budget up to the amounts identified in the DIP Budget, the Debtor or Liquidation Trustee, as applicable, shall, subject to the Committee's or Liquidation Trustee's right (if any) to challenge such obligation under the DIP Order, or the TPP Sale Order, or applicable law (including recoupment or setoff) based on claims or Rights of Action accruing after the entry of the DIP Order or TPP Sale Order, as applicable, promptly transfer any remaining cash held in the Wind-Down Reserve, if any, to the Senior Secured Lenders. The Senior Secured Lenders shall receive no further Distribution under the Plan, and shall have no further Claim, right, Lien or interest in any of the Remaining Assets. Nothing in this Article IV.A shall alter or affect any Rights of Action against the Senior Secured Lenders, the Pre-Petition Secured Lenders, the Purchaser, or any of their respective affiliates, successors, or assigns.	100%
<u>Class 2 - Allowed Other Secured Claims</u>	If there is more than one Allowed Other Secured Claim, then each Allowed Other Secured Claim shall be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Other Secured Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Liquidation Trustees (as applicable) and the Holder of such Allowed Other Secured Claim either: (a) at the sole discretion of the Debtor or the Liquidation Trustee (as applicable) (i) Cash equal to the unpaid portion of such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to Bankruptcy Code § 506(b), or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Other Secured Claim; or (b) such other treatment as may be agreed to by the Debtor and the Holder of such Allowed Other Secured Claim in writing.	100%
<u>Class 3 - Allowed Secured Tax Claims</u>	If there is more than one Allowed Secured Tax Claim, each separate Allowed Secured Tax Claim will be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim, either Cash equal to the unpaid amount of such Allowed Secured Tax Claim or such other less favorable treatment as to	100%

	<p>which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim shall have agreed upon in writing. Each Holder of a Secured Tax Claim shall retain its Liens on applicable collateral to the same extent and priority previously held, notwithstanding the transfer of such collateral into the Liquidation Trust, until either (i) its Secured Claim has been Allowed and treated in accordance with this provision of the Plan, or (ii) its Secured Claim has been Disallowed. The Holder of an Allowed Secured Tax Claim shall not be entitled to foreclose such Lien absent further order of the Bankruptcy Court.</p>	
<p><u>Class 4 - Allowed Priority Non-Tax Claims</u></p>	<p>Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Non-Tax Claim on the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims in full, Holders of Allowed Claims entitled to priority under Bankruptcy Code §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) shall be paid in full in Cash before Distributions are made to Holders of Allowed Claims entitled to priority under other subsections of § 507. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims entitled to priority under a section of the Bankruptcy Code other than §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) in full, the Holders of such Claims will receive a Pro Rata Share of the available Cash. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions until all Priority Non-Tax Claims have been paid in full.</p>	100%
<p><u>Class 5 - Allowed General Unsecured Claims</u></p>	<p>Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, a beneficial interest in the Liquidation Trust as set forth in Article V hereof entitling such Holder to receive on account of such Claim, such Holder's Pro Rata Share of any Cash Distribution from the Liquidation Trust to Holders of Allowed General Unsecured Claims in accordance with Article V of this Plan, on or as soon as practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the initial Distribution Date and on each periodic Distribution Date thereafter, (d) the date on which all estimated Allowed Claims in Classes 1, 2, 3, and 4 have been paid in accordance with applicable provisions of the Plan (unless (i) sufficient reserves exist, as determined by the Liquidation Trustee in his or her business judgment, to ensure payment in full of all such estimated Allowed Claims or (ii) with respect to any Secured Claim, the Holder of such Secured Claim does not have a Lien on the assets anticipated to be distributed), and (e) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of an Allowed General Unsecured Claim. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions unless and until all Allowed Secured Claims, Allowed Administrative Claims (including Allowed Professional Fee Claims),</p>	Unknown

	Allowed Secured and Priority Tax Claims and Allowed Priority Non-Tax Claims have been paid in full as provided in the Plan. Each Holder of Allowed General Unsecured Claims shall receive such Distributions in accordance with the provisions set forth in Article V. Notwithstanding the foregoing, the Holder of an Allowed General Unsecured Claim may receive such other less favorable treatment as may be agreed to by such Holder and the Liquidation Trustee.	
<u>Class 6 - Interests</u>	On the Effective Date, all Interests in Class 6 shall be canceled and extinguished and Interest Holders shall not be entitled to receive any Distributions on account of such Interests.	\$0

**C. Purpose of Disclosure Statement.**

Bankruptcy Code § 1125 requires the Debtor to prepare and obtain court approval of a Disclosure Statement as a prerequisite to soliciting votes on the Debtor's Plan. The purpose of the Disclosure Statement is to provide information to Creditors and Interest Holders that will assist them in deciding how to vote on the Plan.

The Proponents plan to seek conditional approval of the Disclosure Statement. Such conditional approval will not constitute a judgment by the Bankruptcy Court as to the desirability of the Plan or as to the value or suitability of any consideration offered thereunder. The Bankruptcy Court's conditional approval, however, will permit the Debtor to solicit votes on the Plan and to seek a combined hearing on the Plan and the Disclosure Statement where the Bankruptcy Court will make a final determination regarding whether the Disclosure Statement contains adequate information to permit parties-in-interest to make an informed judgment regarding acceptance or rejection of the Plan.

**D. Combined Hearing on Approval of the Disclosure Statement and Confirmation of the Plan.**

The Bankruptcy Court has set March 16, 2017 @ 1:30 p.m. (the "Combined Hearing"), as the time and date for the hearing to consider approval of this Disclosure Statement and the Confirmation Hearing to determine whether the Plan has been accepted by the requisite number of Holders of Claims, and whether the other standards for Confirmation of the Plan have been satisfied. Once commenced, the Combined Hearing may be adjourned or continued by announcement in open court with no further notice.

**E. Disclaimers.**

**THE CONDITIONAL APPROVAL BY THE BANKRUPTCY COURT OF THIS DISCLOSURE STATEMENT DOES NOT CONSTITUTE AN ENDORSEMENT BY THE BANKRUPTCY COURT OF THE PLAN OR A GUARANTEE OF THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. THE MATERIAL CONTAINED HEREIN IS INTENDED SOLELY FOR THE USE OF CREDITORS AND INTEREST HOLDERS OF THE DEBTOR IN EVALUATING THE PLAN AND VOTING TO ACCEPT OR REJECT THE PLAN AND, ACCORDINGLY, MAY NOT BE RELIED ON FOR ANY PURPOSE**

**OTHER THAN THE DETERMINATION OF HOW TO VOTE ON, OR WHETHER TO OBJECT TO, THE PLAN.**

**THE DEBTOR BELIEVES THAT THE PLAN AND THE TREATMENT OF CLAIMS AND INTERESTS THEREUNDER IS IN THE BEST INTERESTS OF CLAIM HOLDERS AND INTEREST HOLDERS AND URGES THAT YOU VOTE TO ACCEPT THE PLAN.**

**THIS DISCLOSURE STATEMENT HAS NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, NOR HAS THE COMMISSION PASSED ON THE ACCURACY OR ADEQUACY OF THE STATEMENTS CONTAINED HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL. THE PLAN SHOULD BE REVIEWED CAREFULLY.**

**F. Sources of Information.**

Except as otherwise expressly indicated, the portions of this Disclosure Statement describing the Debtor, its business, properties and management, and the Plan have been prepared from information furnished by current and former directors, officers, and employees of the Debtor. The statements contained in this Disclosure Statement are made as of the date hereof unless another time is specified.

**ARTICLE 2  
EXPLANATION OF CHAPTER 11**

**A. Overview of Chapter 11.**

Chapter 11 is the principal reorganization chapter of the Bankruptcy Code. Under Chapter 11, a debtor-in-possession may seek to reorganize its business or to sell the business for the benefit of the debtor's creditors and other interested parties.

The commencement of a Chapter 11 case creates an estate comprising all of the debtor's legal and equitable interests in property as of the date the petition is filed. Unless the bankruptcy court orders the appointment of a trustee, a Chapter 11 debtor may continue to operate its business and control the assets of its estate as a "debtor-in-possession," as the Debtor has done in the Chapter 11 Case since the Petition Date.

Formulation of a plan is one of the principal purposes of a Chapter 11 case. The plan sets forth the means for satisfying the claims of creditors against, and interests of equity security holders in, the debtor.

**B. Plan of Reorganization.**

Although usually referred to as a plan of reorganization, a plan may simply provide for an orderly liquidation of a debtor's property and assets. As described in more detail in Article 4 herein, the vast majority of the Debtor's assets were sold pursuant to the TPP Sale. The chief remaining assets after the TPP Sale include (i) all Rights of Action, including Avoidance



Actions, and the proceeds thereof; (ii) the remaining Wind-Down Cash; and (iii) all other Remaining Assets. The Plan provides for the use of these remaining assets to satisfy Claims against the Debtor's Estate pursuant to the priority provisions of the Bankruptcy Code.

After a plan is filed, the holders of claims against, or interests in, a debtor are generally permitted to vote to either accept or reject the plan. Chapter 11 does not require that each holder of a claim against, or interest in, a debtor vote in favor of a plan in order for the plan to be confirmed. At a minimum, however, a plan must be accepted by a majority in number and two-thirds (2/3) in amount of those claims actually voting from at least one class of claims Impaired under the plan, or two-thirds (2/3) in amount of those interests actually voting from at least one class of interests Impaired under the plan.

Classes of claims or interests that are not Impaired under a plan of reorganization are conclusively presumed to have accepted the plan and therefore are not entitled to vote. A class is Impaired if the plan modifies the legal, equitable, or contractual rights attaching to the claims or interests of that class. Classes of claims or interests that receive or retain no property under a plan are conclusively presumed to have rejected the plan and therefore are not entitled to vote.

### **ARTICLE 3 VOTING PROCEDURES AND CONFIRMATION REQUIREMENTS**

#### **A. Ballots and Voting Deadline.**

A Ballot for voting to accept or reject the Plan is enclosed with this Disclosure Statement, and has been mailed to Creditors (or their authorized representatives) entitled to vote. After carefully reviewing the Disclosure Statement, including all exhibits, each Creditor (or its authorized representative) entitled to vote should indicate its vote on the enclosed Ballot. All Creditors (or their authorized representatives) entitled to vote must (i) carefully review the Ballot and instructions thereon, (ii) execute the Ballot, and (iii) return it to the address indicated on the Ballot so as to be received by March 9, 2017 at 4:00 p.m. Central Time (the "Voting Deadline") for the Ballot to be considered.

The Bankruptcy Court has ordered that the Balloting Agent is authorized to accept Ballots either by (a) regular mail to the address listed below (facilitated by a return envelope that the Debtor will provide with each Ballot), (b) overnight courier, (c) via electronic, online transmissions through a customized online balloting portal on the Debtor's case website maintained by the Balloting Agent, or (d) personal delivery.

TPP Ballot Processing Center  
c/o KCC  
2335 Alaska Avenue  
El Segundo, CA 90245

**BALLOTS MUST BE RECEIVED ON OR BEFORE MARCH 9, 2017 AT 4:00 P.M. CENTRAL TIME. ANY BALLOTS RECEIVED AFTER THAT DEADLINE WILL NOT BE COUNTED.**

**B. Holders of Claims and Interests Entitled to Vote.**

Any Creditor whose Claim is Impaired under the Plan is entitled to vote if either (i) the Claim has been listed in the Schedules (and the Claim is not scheduled as disputed, contingent, or unliquidated) or (ii) the Creditor has filed a Proof of Claim on or before any deadline set by the Bankruptcy Court for such filings and the Debtor or another party-in-interest has not objected to such Proof of Claim prior to February 28, 2017 (the “Deadline to Object to Claims for Voting Purposes”).

**Any Holder of a Claim as to which an objection has been filed before the Deadline to Object to Claims for Voting Purposes (and such objection is still pending) is not entitled to vote, unless on or prior to March 6, 2017 (the “Deadline to Request Temporary Allowance of Claims for Voting Purposes”) such Holder of a Claim has filed a request for temporary allowance of claims for voting purposes and the Bankruptcy Court (on motion by a party whose Claim is subject to an objection) temporarily allows the Claim in an amount that it deems proper for the purpose of accepting or rejecting the Plan. Such motion must be heard and determined by the Bankruptcy Court on or before the first date set by the Bankruptcy Court for the Confirmation Hearing on the Plan.**

In addition, a vote may be disregarded if the Bankruptcy Court determines that the acceptance or rejection was not solicited or procured in good faith or in accordance with the applicable provisions of the Bankruptcy Code.

**C. Bar Dates for Filing Proofs of Claim.**

The Bankruptcy Court established November 15, 2016 as the deadline to file Proofs of Claim against the Debtor. Pursuant to 11 U.S.C. § 502(b)(9), March 1, 2017 is the deadline for Governmental Units to file Proofs of Claim against the Debtor.

**D. Classes Not Impaired Under the Plan.**

Holders of Claims in Class 1 are Unimpaired under the Plan and are conclusively presumed to have accepted the Plan and, therefore, are not entitled to vote to accept or reject the Plan.

**E. Classes Impaired Under the Plan.**

Holders of Claims in Classes 2-5 are Impaired under the Plan and are eligible to vote to accept or reject the Plan.

Holders of Interests in Class 6 are Impaired but are conclusively presumed to have rejected the Plan and, therefore, are not entitled to vote to accept or reject the Plan.

**F. Information on Voting and Ballots.**

**1. Ballot Tabulation Procedures.**

For purposes of voting on the Plan, the amount and classification of a Claim and the procedures that will be used to tabulate acceptances and rejections of the Plan shall be exclusively as follows:

(a) If no Proof of Claim has been timely filed, the vote amount of a Claim shall be equal to the amount listed for the particular Claim in the Debtor's Schedules, as and if amended, to the extent such Claim is not listed as contingent, unliquidated, or disputed, and the Claim shall be placed in the appropriate Class, based on the Debtor's records, and consistent with the Debtor's Schedules;

(b) If a Proof of Claim has been timely filed, and has not been objected to before the expiration of the Deadline to Object to Claims for Voting Purposes, the vote amount of that Claim shall be as specified in the Proof of Claim filed with the Clerk or KCC;

(c) If a Proof of Claim contains any amount that is either contingent, unliquidated, disputed or unknown as determined by the Debtor in its reasonable discretion, then any vote cast on account of such Claim shall only be tabulated (i) with respect to the non-contingent and liquidated amount set forth in the Proof of Claim, as determined by the Debtor in its reasonable discretion, or (ii) \$1.00 if no portion of the Claim is determined to be non-contingent and liquidated.

(d) Subject to subparagraph (e) below, a Claim that is the subject of an objection filed before the Deadline to Object to Claims for Voting Purposes shall be disallowed for voting purposes, except to the extent and in the manner that the Debtor indicated in any objection or other pleading that the Claim should be allowed for voting or other purposes;

(e) If a Claim has been estimated or otherwise allowed for voting purposes by order of the Bankruptcy Court, the vote amount and classification shall be that set by the Bankruptcy Court;

(f) If a Creditor or its authorized representative did not use the Ballot provided by the Debtor, the Official Ballot Form authorized under the Federal Rules of Bankruptcy Procedure, or a substantially similar form of ballot, such Ballot will not be counted;

(g) If the Ballot is not received by the Balloting Agent on or before the Voting Deadline at the place fixed by the Bankruptcy Court, the Ballot will not be counted;

(h) If the Ballot is not signed by the Creditor or its authorized representative, the Ballot will not be counted;

(i) If the Ballot partially accepts and partially rejects the Plan, the Ballot will not be counted;

(j) If the individual or institution casting the Ballot (whether directly or as a representative) was not the Holder of a Claim on the Record Date, the Ballot will not be counted;

(k) If the Creditor or its authorized representative did not check one of the boxes indicating acceptance or rejection of the Plan, or checked both such boxes, the Ballot will not be counted; and

(l) Whenever a Creditor (or its authorized representative) submits more than one Ballot voting the same Claim(s) before the Voting Deadline, except as otherwise directed by the Bankruptcy Court after notice and a hearing, the last such Ballot shall be deemed to reflect the Creditor's intent and shall supersede any prior Ballots.

## **2. Execution of Ballots by Representatives.**

If a Ballot is signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations, or others acting in a fiduciary or representative capacity, such persons must indicate their capacity when signing and, at the Debtor's request, must submit proper evidence satisfactory to the Debtor of their authority to so act.

## **3. Defects and Other Irregularities Regarding Ballots.**

All questions concerning the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots will be resolved by the Debtor in the exercise of the Debtor's reasonable business judgment. In the event of a dispute, the affected Claim Holder may seek a determination of the dispute by the Bankruptcy Court, and all parties' rights will be reserved with respect thereto.

## **4. Withdrawal of Ballots and Revocation.**

The Debtor may allow any claimant who submits a properly completed Ballot to withdraw such Ballot on or before the Voting Deadline. In the event the Debtor does permit such withdrawal, the claimant, for cause, may change or withdraw its acceptance or rejection of the Plan in accordance with Bankruptcy Rule 3018(a). To be valid, a notice of withdrawal must: (a) contain the description of the Claim(s) to which it relates and the aggregate principal amount represented by such Claim(s); (b) be signed by the Creditor (or its authorized representative) in the same manner as the Ballot; and (c) be received by the Balloting Agent in a timely manner at the address set forth in the Disclosure Statement for the submission of Ballots. The Balloting Agent, in its discretion, may, but is not required to, contact voters to cure any defects in the Ballots and is authorized to so cure any defects. Subject to any contrary order of the Court, the Debtor may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline, and any such waivers shall be documented in the vote tabulation certification prepared by the Balloting Agent.

Any Creditor (or its authorized representative) who has previously submitted a properly completed Ballot before the Voting Deadline may revoke such Ballot and change its vote by submitting before the Voting Deadline a subsequent, properly completed Ballot for acceptance or rejection of the Plan.

**G. Confirmation of Plan.**

**1. Solicitation of Acceptances.**

The Proponents are soliciting your vote. No compensation shall be received by any party for any solicitation other than as disclosed to the Bankruptcy Court.

**NO REPRESENTATIONS OR ASSURANCES, IF ANY, CONCERNING THE DEBTOR OR THE PLAN ARE AUTHORIZED BY THE PROPONENTS OTHER THAN AS SET FORTH IN THIS DISCLOSURE STATEMENT. ANY REPRESENTATIONS OR INDUCEMENTS MADE BY ANY PERSON TO SECURE YOUR VOTE OTHER THAN THOSE CONTAINED IN OR ACCOMPANYING THIS DISCLOSURE STATEMENT SHOULD NOT BE RELIED ON BY YOU IN ARRIVING AT YOUR DECISION, AND SUCH ADDITIONAL REPRESENTATIONS OR INDUCEMENTS SHOULD BE REPORTED TO COUNSEL FOR THE DEBTOR FOR SUCH ACTION AS MAY BE DEEMED APPROPRIATE.**

**THIS IS A SOLICITATION SOLELY BY THE PROPONENTS AND IS NOT A SOLICITATION BY ANY SHAREHOLDER, ATTORNEY, OR ACCOUNTANT FOR THE PROPONENTS. THE REPRESENTATIONS, IF ANY, MADE HEREIN ARE THOSE OF THE PROPONENTS AND NOT OF SUCH SHAREHOLDERS, ATTORNEYS, OR ACCOUNTANTS, EXCEPT AS MAY BE OTHERWISE SPECIFICALLY AND EXPRESSLY INDICATED.**

Under the Bankruptcy Code, a vote for acceptance or rejection of a plan may not be solicited unless the claimant or interest holder has received a copy of a disclosure statement approved by the bankruptcy court prior to, or concurrently with, such solicitation. This solicitation of votes on the Plan is governed by Bankruptcy Code § 1125(b). Violation of Bankruptcy Code § 1125(b) may result in sanctions by the Bankruptcy Court, including disallowance of any improperly solicited vote.

**2. Requirements for Confirmation of the Plan.**

At the Confirmation Hearing, the Bankruptcy Court shall determine whether the requirements of Bankruptcy Code § 1129 have been satisfied, in which event the Bankruptcy Court shall enter an order confirming the Plan. For the Plan to be confirmed, Bankruptcy Code § 1129 requires that:

- (i) The Plan comply with the applicable provisions of the Bankruptcy Code;
- (ii) The Debtor has complied with the applicable provisions of the Bankruptcy Code;

- (iii) The Plan has been proposed in good faith and not by any means forbidden by law;
- (iv) Any payment or Distribution made or promised by the Debtor or by a person issuing securities or acquiring property under the Plan for services or for costs and expenses in connection with the Plan has been disclosed to the Bankruptcy Court, and any such payment made before the Confirmation of the Plan is reasonable, or if such payment is to be fixed after Confirmation of the Plan, such payment is subject to the approval of the Bankruptcy Court as reasonable;
- (v) The Debtor has disclosed the identity and affiliation of any individual proposed to serve, after Confirmation of the Plan, as a director, officer or voting trustee of the Debtor, or a successor to the Debtor under the Plan; the appointment to, or continuance in, such office of such individual is consistent with the interests of Creditors and Interest Holders and with public policy; and the Debtor has disclosed the identity of any insider that will be employed or retained by the Liquidation Trustee after Confirmation and the nature of any compensation for such insider;
- (vi) Any government regulatory commission with jurisdiction (after Confirmation of the Plan) over the rates of the Debtor has approved any rate change provided for in the Plan, or such rate change is expressly conditioned on such approval;
- (vii) With respect to each Impaired Class of Claims, either each Holder of a Claim of the Class has accepted the Plan, or will receive or retain under the Plan on account of that Claim, property of a value, as of the Effective Date of the Plan, that is not less than the amount that such Holder would so receive or retain if the Debtor were liquidated on such date under Chapter 7 of the Bankruptcy Code. If Bankruptcy Code § 1111(b)(2) applies to the Claims of a Class, each Holder of a Claim of that Class will receive or retain under the Plan on account of that Claim property of a value, as of the Effective Date, that is not less than the value of that Holder's interest in the Debtor's interest in the property that secures that Claim;
- (viii) Each Class of Claims or Interests has either accepted the Plan or is not Impaired under the Plan;
- (ix) Except to the extent that the Holder of a particular Administrative Claim, Priority Tax Claim or Priority Non-Tax Claim has agreed to a different treatment of its Claim, the Plan provides that Administrative Claims, Priority Tax Claims and Priority Non-Tax Claims shall be paid in full on the Effective Date or the Allowance Date;
- (x) If a Class of Claims or Interests is Impaired under the Plan, at least one such Class of Claims or Interests has accepted the Plan, determined without including any acceptance of the Plan by any insider holding a Claim or Interest of that Class; and

- (xi) Confirmation of the Plan is not likely to be followed by the liquidation or the need for further financial reorganization of the Debtor or any successor to the Debtor under the Plan, unless such liquidation or reorganization is proposed in the Plan.

The Proponents believe that the Plan satisfies all of the statutory requirements of the Bankruptcy Code for Confirmation and that the Plan was proposed in good faith. The Proponents believe that they have complied, or will have complied, with all the requirements of the Bankruptcy Code governing Confirmation of the Plan.

### **3. Acceptances Necessary to Confirm the Plan.**

Voting on the Plan by each Creditor (or its authorized representative) is important. Chapter 11 of the Bankruptcy Code does not require that each Creditor vote in favor of the Plan in order for the Bankruptcy Court to confirm the Plan. Generally, to be confirmed under the acceptance provisions of Bankruptcy Code § 1126(a), the Plan must be accepted by each Class of Claims that is Impaired under the Plan by parties holding at least two-thirds in dollar amount and more than one-half in number of the Allowed Claims of such Class actually voting in connection with the Plan. With respect to each Class of Interests that is impaired under the Plan, the Plan must be accepted by parties holding at least two-thirds in amount of the Allowed Interests of such Class actually voting in connection with the Plan. Even if all Classes of Claims and Interests accept the Plan, the Bankruptcy Court may refuse to confirm the Plan.

### **4. Cramdown.**

In the event that any impaired Class of Claims or Interests does not accept the Plan, the Bankruptcy Court may still “cramdown” and confirm the Plan at the request of the Proponents if, as to each impaired Class that has not accepted the Plan, the Plan “does not discriminate unfairly” and is “fair and equitable.” A plan of reorganization does not discriminate unfairly within the meaning of the Bankruptcy Code if no class receives more than it is legally entitled to receive for its claims or interests. “Fair and equitable” has different meanings for holders of secured and unsecured claims and interests.

With respect to a secured claim, “fair and equitable” means either (i) the impaired secured creditor retains its liens to the extent of its allowed claim and receives deferred cash payments at least equal to the allowed amount of its claims with a present value as of the effective date of the plan at least equal to the value of such creditor’s interest in the property securing its liens, (ii) property subject to the lien of the impaired secured creditor is sold free and clear of that lien, with that lien attaching to the proceeds of sale, and such lien proceeds must be treated in accordance with clauses (i) and (iii) hereof, or (iii) the impaired secured creditor realizes the “indubitable equivalent” of its claim under the plan.

With respect to an unsecured claim, “fair and equitable” means either (i) each impaired creditor receives or retains property of a value equal to the amount of its allowed claim or (ii) the holders of claims and interests that are junior to the claims of the dissenting class will not receive any property under the plan.

With respect to interests, “fair and equitable” means either (i) each impaired interest receives or retains, on account of that interest, property of a value equal to the greater of the



allowed amount of any fixed liquidation preference to which the holder is entitled, any fixed redemption price to which the holder is entitled, or the value of the interest; or (ii) the holder of any interest that is junior to the interest of that class will not receive or retain under the plan, on account of that junior interest, any property.

In the event at least one Class of Impaired Claims or Interests rejects or is deemed to have rejected the Plan, the Bankruptcy Court will determine at the Confirmation Hearing whether the Plan is fair and equitable and does not discriminate unfairly against any rejecting impaired Class of Claims or Interests.

The Proponents believe that the Plan does not discriminate unfairly and is fair and equitable with respect to each Impaired Class of Claims and Interests.

## **ARTICLE 4 BACKGROUND OF THE DEBTOR<sup>2</sup>**

### **A. History.**

The original predecessor to the Debtor's business was a regional portrait studio founded in California in the mid-1980s. An affiliate of Hallmark later acquired the business and operated it until 2005. By 2005 the business had expanded beyond a regional player to a national portrait studio business with over 330 locations nationwide. In 2005 Hallmark sold the business. By 2007, the new owner had restructured the business and reduced the studio count to approximately 175 locations. It also moved the corporate offices from California to Texas. The Debtor's corporate headquarters is located in Richardson, Dallas County, Texas.

Like many businesses, the portrait industry suffered significant declines in revenue beginning in 2009. The business's declining fortunes culminated in a UCC Article 9 foreclosure and public sale in March of 2011. The Debtor was formed by an affiliate of Blackstreet, the owner of the secured debt of the Debtor's predecessor. The Debtor was formed by the Blackstreet affiliate to acquire the foreclosed upon portrait studio business.

By the end of 2011, the Debtor decreased its studio count from 175 locations to approximately 102 mostly mall-based locations. Many of the locations eliminated in 2011 had been in relatively close proximity to locations that remained open. As a result of the studio closures, same-store sales in many of the remaining studios increased substantially. In 2011 the company experienced further revenue growth when it began a partnership with Groupon, the well-known "deal of the day" recommendation service. Encouraged by the significant improvements in revenue generation and overall performance, Blackstreet began a sale process to find a buyer for the Debtor's business, but ultimately decided not to sell the business.

After Blackstreet decided to retain the business, the Debtor entered into the PrePetition Credit Agreement (as defined in the DIP Order) and Pre-Petition Loan Documents with the Pre-Petition Secured Lenders.

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<sup>2</sup>The statements and disclosures in this Article 4 are made solely by the Debtor, and are not accepted by the Committee as true for any reason. Nothing in this Article 4 shall constitute an admission by the Committee in any way.



To secure the Debtor's obligations under the Pre-Petition Credit Agreement, the Debtor, the Pre-Petition Secured Lenders, and TPP Acquisition Holdings, LLC ("Blackstreet Guarantor"), the entity that held the equity interests in the Debtor, entered into that certain Guaranty and Collateral Agreement dated as of December 17, 2012 (as amended, supplemented or otherwise modified prior to the commencement of this Chapter 11 Case, the "Guaranty Agreement"). Pursuant to the Guaranty Agreement, inter alia, (i) Blackstreet Guarantor guaranteed the Debtor's obligations under the Pre-Petition Credit Agreement and (ii) the Debtor pledged substantially all of its assets (the "Pre-Petition Collateral") to secure its obligations under the Pre-Petition Credit Agreement (the "Pre-Petition Liens"). Pursuant to the Pre-Petition Credit Agreement, the Pre-Petition Secured Lenders made various advances to the Debtor during 2014, 2015, and 2016.

By the end of 2014, the Debtor was in covenant default under the Pre-Petition Loan Documents, and Blackstreet Guarantor declined to infuse new capital into the Debtor to fund the revenue shortfalls. Pursuant to a letter agreement dated December 19, 2014 (the "Letter Agreement"), the Debtor and Blackstreet Guarantor each acknowledged that various defaults and Events of Default (as defined in the Pre-Petition Loan Documents) had occurred and were continuing under the Pre-Petition Credit Agreement and other Pre-Petition Loan Documents. As a result of the aforementioned Events of Default, in the Letter Agreement the agent for Pre-Petition Secured Lenders (the "Pre-Petition Agent") requested, and the Debtor, Blackstreet Guarantor, and other affiliates agreed that Blackstreet Guarantor would transfer all of the capital securities of the Debtor to TPP Holdings, LLC ("TPP Holdings"), an affiliate of the Pre-Petition Secured Lenders and the designee specified by the Pre-Petition Agent. Consistent with the terms of the Letter Agreement, Blackstreet Guarantor and TPP Holdings entered into a certain Stock Transfer Agreement, dated as of December 19, 2014 (the "Stock Transfer Agreement"), pursuant to which Blackstreet Guarantor transferred all of the issued and outstanding shares of common stock in the Debtor to TPP Holdings, following which transfer TPP Holdings became the sole shareholder of the Debtor.

## **B. Organizational Structure.**

The Debtor is a corporation organized under the laws of the state of Delaware. 100% of the Debtor's equity is owned by TPP Holdings, an affiliate of the Pre-Petition Secured Lenders.

## **C. Significant Debt.**

As of the Petition Date, the Debtor's secured debt obligations totaled approximately \$41.2 million. As more fully described above, the Debtor was indebted to the Pre-Petition Secured Lenders pursuant to that certain Pre-Petition Credit Agreement and related Pre-Petition Loan Documents. The Pre-Petition Secured Lenders assert that the obligations under the Pre-Petition Loan Documents were secured by substantially all of the Debtor's assets. As described below, the Committee has challenged the amount of the debt obligations owed by the Debtor under the Pre-Petition Loan Documents and the scope and validity of any Liens securing such obligations.

In addition to the secured debt discussed above, as of the Petition Date, the Debtor also owed unsecured debt obligations to many of its landlords and vendors.

#### **D. Strategic Partnerships.**

The Debtor's original business model was largely focused on mall-based portrait studios. In order to expand its footprint beyond mall-based locations, beginning in 2010, the Debtor entered into a strategic partnership with Buy Buy Baby, Inc. ("BBB"). Through that partnership, the Debtor began operating portrait studios on-location at two BBB stores using the "Picture People" name. Since 2010 the Debtor has steadily expanded its portrait studios in BBB locations. By the end of 2013, the Debtor had established portrait studios in approximately 39 BBB locations.

In 2016, the Debtor entered into a similar partnership with Wal-Mart. In 2016, prior to the Petition Date, the Debtor opened portrait studios at 20 Wal-Mart locations, which it operates through the name "Portraits in Minutes". The Debtor continued to expand into strategically selected Wal-Mart locations after the Petition Date.

The Debtor also entered into a strategic partnership with Sears prior to the Petition Date. The Debtor operates its Sears locations under the name "Sears Portrait Studios". Prior to the Petition Date the Debtor had 4 studios at Sears locations and has continued to open new studios at Sears since the Petition Date.

The Debtor's arrangements with these strategic partners allowed the Debtor to more closely control fixed costs. Under most of its studio arrangements with BBB, Wal-Mart, and Sears, the Debtor paid variable rent based on revenues rather than fixed rent like many of its mall-based locations.

#### **E. Pre-Petition Marketing Efforts.**

In early 2015, Metronome Partners LLC ("Metronome") was engaged as investment banker to market the Debtor's company and/or assets to potential buyers. The Debtor and its management hoped that through a sale process they could find a buyer able to re-capitalize the business, fund a more aggressive marketing effort, and thereby alleviate some of the liquidity pressures inherent in a seasonal business.

In connection with its marketing process, Metronome established a data room, prepared marketing materials, and contacted approximately 100 financial and strategic buyers about the prospect of acquiring the Debtor's business. Of those 100 prospects, Metronome distributed marketing materials to approximately 41. Approximately 18 potential buyers executed non-disclosure agreements and conducted further due diligence to consider a potential transaction. The Debtor ultimately received only two formal letters of intent from potentially interested buyers. The Debtor also received two less formal offers from interested parties, but those parties never advanced to the stage of a more formal offer with sufficient detail for the Debtor to properly analyze the offer. After considering the terms of the bids, the Debtor declined to enter into a transaction with any of the prospective buyers.

Leading up to the Petition Date, the Debtor, with the help of its CRO, began to analyze a marketing and sale process to be completed through the bankruptcy process. After further review and analysis, the Debtor concluded that a marketing process followed by an auction and sale to the highest bidder pursuant to Bankruptcy Code section 363 was likely the most effective

way for the Debtor to preserve the Debtor's business as a going concern, and thereby preserve value for the estate. Due to the seasonal nature of the Debtor's business, the Debtor determined that it would be critical to conduct and complete a vigorous marketing process, hold an auction, and close on a sale of the Debtor's business as close to the first week of November as possible. Because November and December are the most profitable months of the year, the Debtor and its professionals believed that prospective buyers would want to acquire the Debtor's business in time to benefit from the peak holiday sales season. Among other things, this timing would allow any buyer of the business to use holiday sales revenues as a buffer against the historically poor sales in the first ten weeks of the calendar year.

To facilitate the Debtor's proposed marketing process and sale prior to the first week of November, the Debtor engaged SSG as its investment banker during the weeks leading up to the Petition Date. SSG has considerable experience aiding in the sale and marketing of financially distressed businesses through a bankruptcy sale process. In the days leading up to the Petition Date, SSG began developing marketing materials, establishing a data room, and reaching out to potential buyers.

The CRO also approached the Pre-Petition Secured Lenders to inquire whether they would be interested in serving as the stalking horse bidder to facilitate the marketing process. The Debtor and its professionals engaged with the Pre-Petition Secured Lenders and its professionals and agreed that an affiliate of the Pre-Petition Secured Lenders would serve as the stalking horse bidder (the "Stalking Horse Bidder").

#### **F. Events Leading to the Debtor's Chapter 11 Case.**

The Debtor experienced a steady decline in net revenue beginning in 2013. The decline was related to a variety of factors, including changes in consumer retail patterns, changes in technology, and other factors. For example, foot traffic in malls, and regional malls in particular, has declined significantly during the last several years. The decline in foot traffic has led to corresponding declines in revenues at mall-based businesses like the Debtor's. In addition, the rise in the use of smart-phones equipped with high definition cameras has led to a general decline in the demand for professional studio photography and the way consumers view and consume photography services. Moreover, the Debtor's reliance on certain web-based marketing tools also created significant disruption in the Debtor's business. For example, prior to July 2014, approximately 29% of the Debtor's customer sittings were generated through offers on Groupon. In July 2014, Groupon modified its process of distributing TPP-related coupons, and as a result, far fewer TPP-related coupons were issued through Groupon. After the changes in Groupon's internal procedures, the Debtor's Groupon-related business declined significantly, resulting in a decrease in the Debtor's overall revenues.

The Debtor pursued various efforts to address its precarious financial condition including, among other things, attempting to re-vamp its marketing efforts, exploring a continued expansion into non-mall-based locations, and re-negotiating or otherwise entering into new lease agreements with existing landlords and new landlords to decrease operating hours, implement rent-percentage arrangements in lieu of fixed-cost leases. Despite the Debtor's efforts, the Debtor's financial performance continued to erode.

To make up for its cost over-runs, the Debtor has borrowed millions of dollars from the Pre-Petition Secured Lenders in 2015 and 2016. For example, the Debtor borrowed \$7.5 million from the Pre-Petition Secured Lenders during the first eight months of 2016 to meet its obligations to employees, vendors, landlords, and to otherwise fund the business. Even with the added funding, the Debtor was unable to meet all of its obligations. As a result, many of the Debtor's vendors began to refuse to provide credit terms which increased the Debtor's liquidity challenges. The Debtor also began defaulting on its obligations under many of its leases. In early 2016, the Debtor entered into forbearance agreements with four of its primary landlords with whom the Debtor at the time leased over 80 of its studio locations. Even after entering into those forbearance agreements, the business failed to generate sufficient revenue to keep current on many of its scheduled lease payments. Many of the Debtor's landlords began locking the Debtor out of store locations or otherwise commenced eviction proceedings. In the two months leading up to the bankruptcy filing, the Debtor was locked out of, evicted from, or sued by its landlords in approximately 60 locations. Faced with the prospect of a forced liquidation and the imminent collapse of the business, which would have resulted in the loss of over a thousand jobs, the Debtor opted to pursue a path through bankruptcy that might salvage the business.

#### **G. Appointment of a CRO.**

As the Debtor's financial condition worsened, the Debtor's board of directors determined that hiring a restructuring professional was critical. On July 9, 2016, the Debtor entered into an agreement to retain the CRO and Winter Harbor to serve as CRO and to provide restructuring services. Since his retention, the CRO has overseen and managed the Debtor's restructuring efforts.

#### **H. Preference and Other Avoidance Litigation.**

During the ninety (90)-day period immediately preceding the Petition Date, while insolvent, the Debtor made various payments and other transfers to Creditors on account of antecedent debts. In addition, during the one (1)-year period immediately preceding the Petition Date, the Debtor made various payments and other transfers to or for the benefit of certain "insiders" as defined by Bankruptcy Code § 101(31). A summary of the transfers described in this paragraph was provided in response to Question 3 in the Statement of Financial Affairs filed on the docket in the Debtor's Chapter 11 case. The Schedule attached to Question 3 in the Statement of Financial Affairs is attached hereto as **Exhibit 2** and incorporated herein by reference. Some of those transfers may be subject to avoidance and recovery by the Debtor's Estate as preferential and/or fraudulent transfers pursuant to, *inter alia*, Bankruptcy Code §§ 544, 547, 548, 549 and 550. The Purchaser acquired the "Acquired Avoidance Actions" as defined in the APA. The Acquired Avoidance Actions are not being transferred to the Liquidation Trust.

For the avoidance of doubt, the Avoidance Actions preserved by the Debtor for the Liquidation Trust are not limited to those that may be brought against the parties listed on **Exhibit 2**. Pursuant to Bankruptcy Code §§ 547 and 550, a debtor or trustee may avoid and recover transfers of property made by the debtor, while insolvent, within ninety (90) days, and in the case of insiders within one (1) year, prior to the filing of the bankruptcy case, where such a transfer was made on account of an antecedent debt owing by the debtor and resulted in the transferee receiving more value than if the transfer had not been made, the debtor were liquidated

under Chapter 7 of the Bankruptcy Code, and the transferee were limited to recovery on the debt through the Chapter 7 process.

Pursuant to Bankruptcy Code §§ 548 and 550, a debtor or trustee may avoid and recover transfers of property made by the debtor within one (1) year prior to the filing of the bankruptcy case, if the debtor voluntarily or involuntarily (a) made such a transfer with actual intent to hinder, delay, or defraud an entity to which the debtor was or became, on or after the date that such transfer was made, indebted, or (b) received less than reasonably equivalent value in exchange for such transfer and (i) was insolvent on the date that such transfer was made, or became insolvent as a result of such transfer, (ii) was engaged in business or a transaction, or was about to engage in business or a transaction, for which any property remaining with the debtor was an unreasonably small capital, or (iii) intended to incur, or believed that the debtor would incur, debts that would be beyond the debtor's ability to pay as such debts matured. Pursuant to Bankruptcy Code §§ 544(b) and 550, a debtor or trustee may avoid and recover transfers of property made by the debtor that are voidable under applicable non-bankruptcy law by a creditor holding an unsecured claim that is allowable under Bankruptcy Code § 502 or that is not allowable only under Bankruptcy Code § 502(e). In this regard, Chapter 24 of the Texas Business and Commerce Code sets out the provisions of the Uniform Fraudulent Transfer Act, as adopted in Texas (the "TUFTA"), which contain provisions similar to those set forth in Bankruptcy Code §§ 548 and 550, except that the provisions extend to transfers made within the prior four (4) years. See, e.g., Tex. Bus. & Com. Code §§ 24.005, 24.006 and 24.008. All of the claims and causes of action set forth above are included within the definition of Avoidance Actions.

The Liquidation Trust will hold all claims, Rights of Action, and other legal and equitable rights that the Debtor had (or had power to assert) immediately prior to Confirmation of the Plan, including Avoidance Actions, and the Liquidation Trustee, on behalf of the Estate and/or its successors-in-interest, may commence or continue any suit or other proceeding for the enforcement of such actions in any appropriate court or tribunal.

The Schedules identify Creditors whose Claims are disputed, and the Debtor's Statement of Financial Affairs identifies some of the parties who received payments and transfers from the Debtor within the preference look-back periods which may be avoidable under the Bankruptcy Code. The Debtor has not undertaken an in-depth analysis of (i) potential Avoidance Actions or (ii) potential objections to Claims and Rights of Action; therefore, the Debtor is unable to provide a meaningful estimate of amounts that could be recovered. **THE PLAN DOES NOT, AND IS NOT INTENDED TO, RELEASE ANY SUCH RIGHTS OF ACTION OR OBJECTIONS TO PROOFS OF CLAIM. ALL SUCH RIGHTS ARE SPECIFICALLY RESERVED IN FAVOR OF THE DEBTOR AND THE LIQUIDATION TRUST.**

Creditors should understand that Rights of Action the Debtor may have against them, if any exist, are retained under the Plan for prosecution unless a specific order of the Bankruptcy Court authorizes the Debtor to release such claims. As such, Creditors are cautioned not to rely on (i) the absence of the listing of any legal right, claim or Right of Action against a particular Creditor in the Disclosure Statement, Plan, or Schedules or (ii) the absence of litigation or demand prior to the Effective Date of the Plan as any indication that the Debtor does not possess or does not intend to prosecute a particular right, claim or Right of Action if a particular Creditor

votes to accept the Plan. Unless otherwise specifically provided for in the Plan, it is the expressed intention of the Plan to preserve rights, claims, and Rights of Action of the Debtor, whether now known or unknown, for the benefit of the Debtor's Estate and its Creditors.

## **ARTICLE 5 SIGNIFICANT POST-BANKRUPTCY EVENTS**

### **A. First Day Motions.**

On or shortly after the Petition Date, the Debtor filed a number of motions designed to allow it to continue as a going concern and minimize the disruption caused by the bankruptcy filings. Pursuant to those motions, the Bankruptcy Court entered, *inter alia*, the following orders:

- *Agreed Order (I) Authorizing Continued Use of Existing Business Forms and Records, (II) Authorizing Maintenance of Existing Corporate Bank Accounts and Cash Management System, (III) Authorizing Payment of Prepetition Costs and Fees Associated with Customer Credit and Debit Card Transactions, and (IV) Modifying Certain U.S. Trustee Requirements* [Docket No. 67];
- *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtor and Debtor in Possession to Obtain Postpetition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Super-Priority Claims, (IV) Granting Adequate Protection to Prepetition Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 68];
- *Order Authorizing the Debtor to (I) Pay Certain Prepetition Wages, Other Compensation and Reimbursable Employee Expenses, and (II) Continue Employee Benefits Programs* [Docket No. 69];
- *Order Authorizing the Debtor to Honor Certain Prepetition Obligations to Customers and to Otherwise Continue Customer Programs in the Ordinary Course of Business* [Docket No. 80];
- *Order Pursuant to 11 U.S.C. §§ 105(a) and 363(c) Authorizing the Debtor to (I) Continue its Insurance Policies, and (II) Pay Insurance Premiums Thereon* [Docket No. 81]; and
- *Order Authorizing the Debtor to Pay Certain Prepetition Sales, Use, Property, and Other Taxes and Related Obligations* [Docket No. 82].

### **B. Payments to Critical Vendors.**

On September 9, 2016, the Court entered an order (the "Critical Vendor Order") [Docket No. 85] authorizing, but not directing, the Debtor to pay the prepetition claims of certain shippers, warehousemen, and miscellaneous lien claimants (the "Critical Vendors") that were



essential to the Debtor's continued operation of its business. The Debtor entered into agreements with some, but not all, of the Critical Vendors for the payment of a portion of their prepetition claims in exchange for their agreement to continue providing goods and services after the Petition Date.

**C. First Meeting of Creditors.**

The Debtor's first meeting of creditors required by Bankruptcy Code § 341 was held and concluded on October 6, 2016.

**D. Schedules and Statements of Financial Affairs.**

The Debtor filed its Schedules [Docket No. 137] and Statement of Financial Affairs [Docket No. 136] on September 21, 2016. The Debtor has filed certain amendments to the Schedules [Docket Nos. 171 and 323] and Statement of Financial Affairs [Docket No. 272]. The Schedules and Statement of Financial Affairs are available on the KCC website at: <http://www.kccllc.net/tpp/document/list/4382>.

**E. Significant Post-Petition Events.**

After the Petition Date, the Debtor continued to manage its properties as a debtor-in-possession. The Debtor also closely focused on implementing the sale of substantially all of its assets through an open competitive marketing process.

**1. DIP Financing.**

In the weeks leading up to the Petition Date, the Debtor and its professionals began working closely with the Debtor's management and other advisors to inquire about the possibility of obtaining DIP Financing. The CRO reached out to a number of potential lenders to solicit interest in providing DIP Financing to the Debtor or otherwise re-financing the Debtor's obligations under the Pre-Petition Loan Documents. None of the prospective lenders that were approached were willing to agree to extend DIP financing or to re-finance the Debtor's existing obligations under the Pre-Petition Loan Documents.

Concurrently with the Debtor's attempts to obtain DIP financing from third party lenders, the Debtor and its advisors held discussions with the Pre-Petition Agent about the possibility of obtaining debtor-in-possession financing and authorization to use cash collateral from the Pre-Petition Secured Lenders. The Debtor's professionals reviewed the Pre-Petition Loan Documents, including relevant security documents to determine the extent to which the Debtor's obligations to the Pre-Petition Secured Lenders were secured and perfected. After conducting this analysis, the Debtor concluded that repayment of its obligations under the Pre-Petition Loan Documents were secured by substantially all of the Debtor's saleable assets and that the resulting liens had been properly perfected. After ongoing discussions and negotiations with the Pre-Petition Secured Lenders, the Debtor finalized the terms of the DIP Credit Agreement. On the Petition Date, the Debtor filed its motion seeking approval of debtor-in-possession financing on an interim and final basis. At the first day hearing, the Bankruptcy Court approved the *Interim Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtor and Debtor in Possession to Obtain Postpetition*

*Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Super-Priority Claims, (IV) Granting Adequate Protection to Prepetition Lenders, (V) Modifying the Automatic Stay, (VI) Scheduling a Final Hearing, and (VII) Granting Related Relief* [Docket No. 68] (the “Interim DIP Order”) over the objection of various parties-in-interest. Pursuant to the Interim DIP Order the Debtor was able to borrow funds to meet its liquidity deficits and comply with its post-petition obligations. A final hearing on the Interim DIP Order was originally set for September 26, 2016. By agreement with the Committee, the Debtor moved the final hearing to approve the DIP Credit Agreement to September 29, 2016 and agreed to have the final hearing combined with the Debtor’s motion to approve sale and bidding procedures [Docket No. 30] (the “Bidding Procedures Motion”). The DIP Credit Agreement was approved on a final basis pursuant to the DIP Order. Pursuant to the DIP Order, the Debtor’s obligations under the Pre-Petition Loan Documents were “rolled-up” and became post-petition obligations under the DIP Credit Agreement, subject to the Court’s ability to unwind the “roll-up” and the Committee’s challenge rights as more fully described in paragraphs 23-27 of the DIP Order. As more fully described in paragraph 9 of the Sale Order, the Debtor’s obligations under the DIP Credit Agreement or the Pre-Petition Loan Documents in excess of the Credit Bid (as defined in the DIP Order) were assumed by the Purchaser and extinguished as against the Debtor and the Estate.

## **2. Appointment of the Creditors Committee.**

The U.S. Trustee convened the committee formation meeting on September 13, 2016, and the Committee was formed on that date [Docket No. 103]. The Committee is comprised of nine of the Debtor’s creditors. The Committee retained Gibson Dunn, Emmert and Parvin, LLP as legal counsel and Emerald as its financial advisor. The Committee opposed the Debtor’s motion seeking approval of the DIP Order, the Debtor’s proposed sale and marketing process, and the TPP Sale. The Committee has retained additional litigation counsel, Gruber Elrod Johansen Hail Shank LLP (“Gruber Elrod”) to represent the Committee with respect to certain litigation on behalf of the Estate, on a contingency basis.

## **3. The Post-Petition Sale Process and Sale of the Debtor’s Business and Assets.**

A condition to the DIP Lenders’ willingness to extend additional funding under the DIP Credit Agreement was the Debtor’s agreement to pursue a sale of substantially all of its assets prior to the November and December sale season. To facilitate the sale process, an affiliate of the DIP Lenders agreed to serve as the Stalking Horse Bidder.

A hearing on the Bidding Procedures Motion was originally set for September 21, 2016. At the Committee’s request, the Debtor agreed to postpone the September 21 hearing to facilitate settlement discussions by and amongst the Debtor, the Pre-Petition Secured Lenders, the DIP Lenders, and the Committee. Settlement discussions were held by the parties on September 21, 2016, but a global agreement was not reached. The parties ultimately agreed to schedule a hearing on final approval of the proposed DIP Financing and the Bidding Procedures Motion on September 29, 2016. The Committee filed an objection to both the Bidding Procedures Motion and the DIP Financing [Docket No. 173]. After the Debtor presented its evidence in support of the DIP Financing Motion at the hearing, the parties reached an agreement in principle, the



Committee withdrew its objections to the Bidding Procedures and the DIP Order, and the parties ultimately agreed to the terms of the DIP Order and the order approving the Debtor's proposed sale and bidding procedures [Docket No. 239] (the "Bidding Procedures Order"). As part of the agreement, the DIP Lenders agreed to reduce the amount of the initial credit bid to \$12 million and agreed to cap the total credit bid at \$25 million. The Committee reserved its rights to raise objections to the sale at the final sale hearing which was scheduled for November 2, 2016.

In the weeks leading up to the Petition Date and thereafter, SSG prepared marketing materials, established a data room, and solicited bids from dozens of potential buyers. Ultimately twelve parties executed NDAs and were allowed to access the data room to conduct due diligence. The bid deadline was October 21, 2016. Despite SSG's marketing efforts, a cash-bidder willing to bid above the \$12 million credit bid did not emerge. Pursuant to the Bidding Procedures Order, the Stalking Horse Bidder was designated as the purchaser of the Debtor's assets.

The Committee and one of the Debtor's landlords, The Cafaro Company, objected to the Debtor's proposed sale of substantially all of its assets to the Stalking Horse Bidder [Docket Nos. 303, 304 and 335]. The Debtor [Docket No. 341] and the DIP Lenders [Docket No. 331] each filed responses to the Committee's objection. An evidentiary hearing was held with respect to the Debtor's proposed sale to the Stalking Horse Bidder on November 2, 2016. At the conclusion of the evidentiary hearing, the Bankruptcy Court informed the parties that it would rule on the Debtor's motion to approve the sale on November 3, 2016. On November 3, 2016, the Bankruptcy Court issued an oral ruling approving the TPP Sale. The TPP Sale Order was entered on November 3, 2016. The TPP Sale Order preserved the Committee's rights against the Pre-Petition Secured Lenders, the DIP Lenders, and the Stalking Horse Bidder as more fully described in the DIP Order. Further, under the TPP Sale Order, to the extent it is determined that the Purchaser, the Pre-Petition Secured Lenders, or the DIP Lenders did not have a valid credit bid equaling \$12 million, then the Purchaser, the Pre-Petition Secured Lenders and the DIP Lenders are obligated to pay the difference between \$12 million and the amount of the permitted credit bid to the Estate. The TPP Sale closed on November 8, 2016.

#### **F. Rejection and Assumption and Assignment of Executory Contracts and Unexpired Leases.**

The APA and the TPP Sale Order permitted the Purchaser to have executory contracts and real property leases assumed and assigned at the sale closing, but also provided the Purchaser with the option of waiting until December 31, 2016 (unless extended pursuant to the terms of the APA) to designate the Debtor's remaining executory contracts and unexpired leases for either assumption and assignment or rejection. At the closing, the Purchaser designated certain executory contracts and unexpired leases for assumption and assignment [Docket No. 355, Exhibit 1]. Since the TPP Sale Closing Date, the Purchaser has designated various other executory contracts and unexpired leases for assumption and assignment [Docket Nos. 390 and 392] and for rejection [Docket Nos. 388 and 389].

Prior to the TPP Sale Closing Date, the Debtor filed various motions to reject executory contracts and unexpired leases. On the Petition Date, the Debtor filed its first omnibus motion to reject executory contracts and unexpired leases [Docket No. 16] pursuant to which the Debtor

sought to reject 67 unexpired real property leases. On the Petition Date, the Debtor also filed its second omnibus motion to reject executory contracts and unexpired leases [Docket No. 39] pursuant to which the Debtor sought to reject an additional 13 unexpired real property leases. The Bankruptcy Court approved both the first and second omnibus rejection motions [Docket Nos. 152 and 154].

The Debtor subsequently filed the third omnibus rejection motion [Docket No. 169] seeking to reject an additional seven unexpired leases which was approved by the Bankruptcy Court on October 14, 2016 [Docket No. 256]. The Debtor also filed [Docket No. 192], and the Bankruptcy Court approved [Docket No. 255], a motion to reject an unexpired lease for a studio located at the Sunvalley Shopping Center in Concord, California.

**G. Treatment of Executory Contracts and Unexpired Leases under the Plan.**

Upon Confirmation, the Debtor will no longer require the benefit of its remaining Executory Contracts and Unexpired Leases except as otherwise identified in the Plan Supplement or other notice prior to the Confirmation Hearing, including any notice extending the Designation Deadline pursuant to the APA. The Plan provides that all remaining Executory Contracts and Unexpired Leases will be rejected as of the Effective Date. The bar date for filing claims for damages related to the rejection of all Executory Contracts and Unexpired Leases, whether rejected pursuant to the Confirmation Order or any prior order of the Bankruptcy Court, will be thirty (30) days after the Effective Date or such earlier time period as the Bankruptcy Court may establish by order.

**H. Order Shortening the Non-Governmental Bar-Date.**

On September 12, 2016, a Notice of Commencement of Case that contained, among other things, a bar date notice notifying parties that the bar date for filing proofs of claim was January 4, 2017, along with a proof of claim form, was sent to all known Creditors and other parties in interest. In anticipation of the upcoming sale of all of the Debtor's assets, the Debtor determined that it was in the best interest of the Estate to file a plan as soon as possible after the closing of the sale transaction. Until the applicable bar date had passed, it would have been difficult for the Debtor to properly solicit votes on its plan. Consequently, the Debtor filed a motion to shorten the bar date for filing proofs of claim [Docket 226]. A hearing was held on October 13, 2016 and the Court entered the Order (I) Shortening the Bar Date for Filing Proofs of Claim, (II) Establishing Ramifications for Failure to Timely File Claims, (III) Approving Consolidated Notice of Shortened Bar Date, and (IV) Approving the Mailing of Notices (the Order Shortening Bar Date) October 14, 2016 [Docket 261], which shortened the original bar date to November 15, 2016. On October 17, 2016 the Notice of Shortened Proof of Claim Bar Date [Docket 270] was sent to all known Creditors and other parties in interest. An electronic copy of the Notice of Shortened Proof of Claim Bar Date was also made available at the website established for this Chapter 11 Case at <http://www.kccllc.net/TPP>.

**I. Committee’s Complaint Against Pre-Petition Secured Lenders, DIP Lenders, Purchaser, and Affiliated Entities.**

As more fully described in the DIP Order, pursuant to paragraphs 23-27 of the DIP Order, the Committee was granted certain challenge rights relating to the Pre-Petition Secured Lenders, DIP Lenders and their affiliates. The challenge rights included the right to bring an action against the Pre-Petition Secured Lenders, DIP Lenders and their affiliates relating to, *inter alia*, (i) the Pre-Petition Loan Documents, (ii) the pre-petition and post-petition conduct of the Pre-Petition Secured Lenders, DIP Lenders and their affiliates, (iii) the validity, perfection, and extent of the pre-petition and post-petition liens asserted by the Pre-Petition Secured Lenders, DIP Lenders and their affiliates, and (iv) the stipulations contained in the DIP Order.

The DIP Order provided that December 9, 2016 was the deadline by which the Committee was required to commence a challenge relating to the foregoing. On December 9, 2016, the Committee commenced an adversary proceeding against the Pre-Petition Secured Lenders, DIP Lenders, the Purchaser, and certain affiliated entities by filing *The Official Committee of Unsecured Creditors of TPP Acquisition, Inc.’s Complaint for (I) Declaratory Relief; (II) Equitable Subordination; (III) Recharacterization; (IV) Avoidance of Preferences; (V) Avoidance of Fraudulent Transfers; (VI) Tortious Interference; (VII) Breach of Fiduciary Duty; (VIII) Aiding and Abetting Breaches of Fiduciary Duties; (IX) Instrumentality/Control Liability; (X) Principal/Agent Liability; (XI) Reimbursement and Indemnification; (XII) Alter Ego; and (XIII) Disallowance of Certain Claims* Adversary No. 16-03161-hdh, in the Bankruptcy Court (the “Complaint”). The Committee has retained Gruber Elrod as counsel to pursue the Complaint.

**J. Retention and Payment of the Debtor’s Professionals.**

As more fully described below, the Bankruptcy Court has approved the Debtor’s retention of various professionals during the course of the Chapter 11 Case. On October 14, 2016 [Docket 260], the Bankruptcy Court entered the Fee Procedures Order. The Debtor has compensated its professionals during the Chapter 11 Case in accordance with the provisions of the Fee Procedures Order and as more fully described below.

**1. Haynes and Boone, LLP.**

The Debtor retained, and the Court approved, the retention of Haynes and Boone, LLP to serve as the Debtor’s restructuring counsel during the course of the Debtor’s Chapter 11 Case. Pursuant to the Fee Procedures Order, Haynes and Boone has been paid a total of \$549,898.32, which it has applied toward the eighty percent (80%) of its fees and one hundred percent (100%) of its expenses requested pursuant to its monthly invoices through December 31, 2016.

**2. Winter Harbor LLC**

As previously mentioned, prior to the Petition Date the Debtor retained Stuart Noyes and Winter Harbor to serve as the Debtor’s CRO and aid in the Debtor’s restructuring efforts. The Court approved the retention of Stuart Noyes and Winter Harbor as the Debtor’s CRO during the court of the Debtor’s Chapter 11 Case. Winter Harbor has been paid \$664,382.92 through

December 31, 2016. Pursuant to the CRO Order, Winter Harbor has been paid one hundred percent (100%) of its requested fees and expenses through December 31, 2016.

**3. Kurtzman Carson Consultants LLC**

To aid the Debtor in connection with claims administration, balloting, the preparation of the Schedules and Statements, and other miscellaneous administrative tasks, the Debtor retained KCC pursuant to the KCC Retention Order. KCC has been paid \$39,500 through December 31, 2016.

**4. SSG Advisors, LLC**

The Debtor retained, and the Court approved (the “SSG Retention Order”), the retention of SSG Advisors, LLC to serve as the Debtor’s investment banker during the course of the Debtor’s Chapter 11 Case to market the company to potential buyers [Docket 221]. Pursuant to the SSG Retention Order, SSG has been paid \$150,000 in fees and \$15,192.28 in requested expenses. SSG’s first and final fee application was filed on December 27, 2016 and approved at the hearing held on January 24, 2017.

**5. Ian Gomar and Pheasant Hill Partners, Inc.**

On November 21, 2016, the Bankruptcy Court entered an order (the “Gomar Retention Order”) authorizing the retention of Ian Gomar as Chief Executive Officer of the Debtor [Docket 377]. Pursuant to the Gomar Retention Order, the Debtor was authorized to pay Gomar for his post-petition services as an administrative expense in the ordinary course of business.

**6. Martin & Sibilsky, PLLC**

On November 16, 2016, the Bankruptcy Court entered an order (the “MS Retention Order”) authorizing the retention of Martin & Sibilsky, PLLC as special counsel to the Debtor for the purpose of representing the Debtor in any limited circumstances in which Haynes and Boone would have a conflict or interest or the appearance of a conflict of interest [Docket 372]. The MS Retention Order provides that Martin & Sibilsky may be paid up to \$5,000 per month, without formal application to the Court, upon proper service of its invoices. Martin & Sibilsky has not yet been paid any compensation by the Debtor.

**7. Ordinary Course Professionals.**

On October 14, 2016, the Bankruptcy Court entered an order authorizing, but not directing, the Debtor to retain the following professionals to continue providing ordinary course professional services: (i) Gordon Rees Scully Mansukhani, LLP as the Debtor’s employment litigation counsel; (ii) Jackson Lewis P.C. as the Debtor’s employment litigation counsel; (iii) Judd Thomas Smith & Co., P.C. as the Debtor’s tax preparers; (iv) Lane Gorman Trubitt, LLC to provide the Debtor with 401(k) audit services; (v) State Sales Tax as the Debtor’s sales and use tax services provider; and (vi) ACM Capital Partners LLC to perform financial modeling and related analyses for the Debtor (the “OCP Order”) [Docket 262]. Only ACM Capital Partners LLC, Judd Thomas Smith & Co., P.C., and Lane Gorman Trubitt, LLC are permitted to be paid by the Debtor pursuant to the OCP Order, as the other professionals referenced in the OCP Order

did not comply with the deadlines under the OCP Order for submitting necessary declarations with the Court. The OCP Order authorized the Debtor to continue paying certain ordinary course professionals in the ordinary course of business without the need for filing a fee application unless the total amount of compensation in a given month exceeded \$30,000. The OCP Order likewise provided that at three month intervals the Debtor must file a summary statement with the Bankruptcy Court disclosing all amounts paid to ordinary course professionals during the applicable three month period. The deadline for the Debtor to file its first such notice is January 30, 2017. To date, ACM Capital Partners, LLC has been paid \$60,893.85. The other professionals retained pursuant to the OCP Order have not been paid for any fees or expenses incurred since the Petition Date.

**K. Potential Claims of the Debtor against Third Parties.**

The Committee contends that the Debtor possesses a number of potential claims against third parties. As described in Article 6.G herein, entitled “Preservation of Rights of Action,” pursuant to Article X of the Plan, the Debtor shall retain, and the Liquidation Trust shall have the exclusive right to enforce, any claims, rights, and causes of action that the Debtor or the Estate holds against any entity.

The Debtor or the Liquidation Trustee may discover claims against other individuals or entities or additional claims against the parties identified in the course of prosecuting the claims discussed herein and obtaining documents from the related individuals and entities. The Liquidation Trustee shall have the right to pursue claims against third parties on behalf of the Estate for the benefit of the beneficiaries of the Liquidation Trust.

The Debtor has not undertaken an in-depth analysis of the claims, rights, and causes of action the Debtor or the Estate may hold against third parties. As such, the Debtor can make no statement regarding a range of recovery relating to any such potential claims, rights, or causes of action.

**ARTICLE 6  
DESCRIPTION OF THE PLAN**

**A. Introduction.**

A summary of the principal provisions of the Plan and the treatment of Classes of Allowed Claims and Interests is set out below. This Disclosure Statement is only a summary of the terms of the Plan and is entirely qualified by the Plan; it is the Plan and not the Disclosure Statement that governs the rights and obligations of the parties.

The Plan seeks to distribute all value in the Debtor’s Estate to Creditors according to the priority scheme established by the Bankruptcy Code.

**B. Identification of Claims and Interests.**

The following is a designation of the classes of Claims and Interests under the Plan. Pursuant to Bankruptcy Code § 1122, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent:

(i) the Claim or Interest qualifies within the description of that Class; (ii) the Claim or Interest is an Allowed Claim or Allowed Interest in that Class; and (iii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with Bankruptcy Code § 1123(a)(1), all Claims and Interests except Administrative Claims and Priority Tax Claims are classified in the Classes set forth below.

1. Class 1 - Senior Secured Lender Allowed Claims: Class 1 shall consist of the Senior Secured Lender Allowed Claims.
2. Class 2 – Allowed Other Secured Claims: Class 2 shall consist of all Allowed Other Secured Claims.
3. Class 3 - Allowed Secured Tax Claims: Class 3 shall consist of all Allowed Secured Tax Claims.
4. Class 4 - Allowed Priority Non-Tax Claims: Class 4 shall consist of all Allowed Priority Non-Tax Claims.
5. Class 5 - Allowed General Unsecured Claims: Class 5 shall consist of all Allowed General Unsecured Claims except for Claims placed in Class 5.
6. 7. Class 6 – Interests: Class 6 shall consist of all Interests in the Debtor.

**C. Treatment of Unclassified Claims.**

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in the Plan.

**1. Allowed Administrative Claims.**

(a) General: Subject to the Administrative Claims Bar Date provisions herein and unless otherwise provided for in the Plan or an order of the Bankruptcy Court, each Holder of an Allowed Administrative Claim (except for Professional Fee Claims) shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim, either payment in Cash equal to the unpaid amount of such Allowed Administrative Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim shall have agreed upon in writing. Certain Estate Professionals may agree to reduce the amount of their Administrative Claims to the extent those Administrative Claims exceed the applicable Carve-Out or subordinate such Administrative Claims to other Allowed Administrative Claims or Priority Tax Claims. As more



fully described in Article V of the Plan, the Administrative Claims for expenses identified in the DIP Budget in the amounts identified in the DIP Budget that are not Allowed as of the Effective Date but that are Allowed after the Effective Date may be paid from the Wind-Down Reserve or the proceeds of the Remaining Assets, or, to the extent deemed to be an “Assumed Liability” under the APA, may be sought to be paid by the Purchaser or any other entity liable for such amounts under the TPP Sale Order.

(b) Payment of Statutory Fees: All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in full in Cash from the Liquidation Trust when due.

(c) Administrative Claim Bar Dates and Objection Deadlines:

a. Deadline: Except as otherwise provided in Sections II.A.3 or II.D of the Plan, requests for payment of unpaid Administrative Claims for which no bar date has otherwise been previously established must be included in a motion or application and filed and served on the Post-Confirmation Service List no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file requests for payment of such Administrative Claims and that do not file such requests by the Administrative Claims Bar Date are forever barred from asserting such Administrative Claims against the Debtor, the Liquidation Trust, or their property. Objections to Administrative Claims must be filed and served on the Liquidation Trustee and the Holder of the Administrative Claim that is the subject of such objection no later than the Administrative Claim Objection Deadline.

b. Form: Requests for payment of Administrative Claims included in a Proof of Claim are of no force and effect, and are Disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed by timely motion or application as provided herein. However, to the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), a Proof of Claim filed by such Governmental Unit prior to the applicable bar date set forth in the Plan for filing a request for payment of such Administrative Claim shall fulfill the requirements of this section of the Plan.

c. Professionals: All Professionals shall file and serve on the Post-Confirmation Service List an application for final allowance of any Professional Fee Claim no later than the Professional Fee Claim Bar Date. Objections to Professional Fee Claims must be filed and served on the Liquidation Trustee and the Professional to whose application the objections are addressed no later than the

Professional Fee Claim Objection Deadline. Any Professional that does not file an application for final allowance of any Professional Fee Claim by the Professional Fee Claim Bar Date is forever barred from asserting any such Professional Fee Claim against the Debtor, the Liquidation Trust, the Professional Fee Reserve, or their respective property.

d. Fees and Expenses of Liquidation Trustee: The Liquidation Trustee shall be reimbursed for his or her reasonable fees and out-of-pocket expenses (including the reasonable fees and expenses of any professionals employed by the Liquidation Trustee), incurred in connection with services provided to the Liquidation Trust, from the assets of the Liquidation Trust in accordance with the Liquidation Trust Agreement without application to the Bankruptcy Court. Except to the extent otherwise provided in the Liquidation Trust Agreement, any professional fees and reimbursements for expenses incurred by the Liquidation Trustee after the Effective Date may be paid solely from the assets of the Liquidation Trust (excluding the funds in the Wind-Down Reserve and the Professional Fee Reserve) without application to the Bankruptcy Court.

e. Post-Petition Tax Claims: Requests for payment of Post-Petition Tax Claims for which no bar date has otherwise been previously established must be filed on or before the Post-Petition Tax Claim Bar Date. A Holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file and serve such request on the Post-Confirmation Service List by the Post-Petition Tax Claim Bar Date is forever barred from asserting any such Post-Petition Tax Claim against the Debtor, the Liquidation Trust, the Reserves, or their respective property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the Holder of an Allowed Post-Petition Tax Claim holds a Lien to secure its Post-Petition Tax Claim under applicable state law, the Holder of such Post-Petition Tax Claim shall retain its Lien until its Allowed Post-Petition Tax Claim has been paid in full. Objections to Post-Petition Tax Claims must be filed and served on the Liquidation Trustee, and the Holder of the Post-Petition Tax Claim that is the subject of such objection no later than the Post-Petition Tax Claim Objection Deadline.

(d) Governmental Claims Bar Dates:

a. Deadline: Except as otherwise provided in Article II of the Plan, the deadline for filing Proofs of Claim by Governmental Units shall be the Governmental Bar Date (March 1, 2017) for all



Governmental Units. Governmental Units that are required to file Proofs of Claim and that did not file such Proofs of Claim by the Governmental Bar Date are forever barred from asserting such Claims against the Debtor, the Liquidation Trust, the Reserves, or their property. Objections to Proofs of Claim of Governmental Units must be filed and served on the Liquidation Trustee and the Governmental Unit that is the subject of such objection no later than the Governmental Unit Claims Bar Date.

b. Form: To the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), such Governmental Unit must have filed a Proof of Claim prior to the Governmental Bar Date or such claim is Disallowed as of the Effective Date.

(e) Voluntary Subordination of Certain Professional Fees: Haynes and Boone, Gibson Dunn, Emmert & Parvin, and Emerald (together, the “Subordinating Professionals”) have agreed to subordinate their right to payment of their Allowed Administrative Claims in excess of the applicable Carve-Out (the “Subordinated Professional Fee Claims”) to other Allowed Administrative Claims and Priority Tax Claims. Upon payment in full of all Allowed Administrative Claims and Allowed Priority Tax Claims, and upon the establishment of appropriate reserves with respect to any Administrative Claims and Priority Tax Claims that are Disputed, the Subordinating Professionals shall be entitled to share *pari passu* in any subsequent distributions by the Liquidation Trustee and shall each be entitled to payment in full of all Subordinated Professional Fee Claims prior to any payment or Distributions on account of General Unsecured Claims.

## **2. Allowed Priority Tax Claims.**

Subject to the Administrative Claims Bar Date provisions in the Plan and unless otherwise provided for in the Plan or an order of the Bankruptcy Court, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Allowed Priority Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Tax Claim or such other less favorable treatment as to which the Debtor or Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing. As more fully described in Article V of the Plan, the Priority Tax Claims identified in the DIP Budget in the amounts identified in the DIP Budget that are not Allowed as of the Effective Date but that are Allowed after the Effective Date may be paid from the Wind-Down Reserve or the proceeds of the Remaining Assets, or, to the extent deemed to be an “Assumed Liability” under the APA, may be sought to be paid by the Purchaser or any other entity liable for such amounts under the TPP Sale Order.

The Debtor believes that the Wind-Down Reserve contains sufficient funds to pay all non-professional administrative expense and priority claims. The Debtor has held discussions with the DIP Lenders regarding a potential reallocation of certain line-items in the DIP Budget to ensure that the Debtor is able to comply with its obligations to pay Allowed Priority Tax Claims. If an agreement with the DIP Lenders is not reached, or the Bankruptcy Court does not determine that the Debtor may use funds in its accounts to pay administrative expense and priority claims notwithstanding the DIP Budget or the lack of the DIP Lenders' consent, the Debtor may seek to modify the provisions of the Plan that relate to the timing of payments to Holders of Allowed Priority Tax Claims consistent with 11 U.S.C. § 1129(a)(9)(C).

**3. Reservation of Rights under § 505.**

For the avoidance of doubt, and without limiting the generality of any similar provision of the Plan, the Debtor and the Estate reserve all rights under Bankruptcy Code § 505, as otherwise applicable, to contest Priority Tax Claims and to seek appropriate determinations under § 505 with respect thereto, all of which rights are transferred under the Plan to the Liquidation Trust.

**4. Ordinary Course Liabilities.**

Notwithstanding anything in Article II of the Plan to the contrary, unless the Debtor or Liquidation Trustee (as applicable) determines in its business judgment that an Ordinary Course Liability may not constitute an actual, necessary cost and expense of preserving the Estate in accordance with Bankruptcy Code § 503(b) (in which case the Debtor or Liquidation Trustee shall notify the Holder of an Ordinary Course Liability that it must file a motion for payment of Administrative Claim), the Debtor or Liquidation Trustee (as applicable) shall pay each Ordinary Course Liability pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability. Holders of an Ordinary Course Liability will not be required to file or serve any request for payment of the Ordinary Course Liability unless the Debtor or Liquidation Trustee has informed such Holder of the requirement to file such a notice or motion in accordance with the foregoing sentence.

**D. Treatment of Classified Claims and Interests.**

**1. Treatment of Class 1 – Senior Secured Lenders Claims.**

Pursuant to the TPP Sale Order, the closing of the TPP Sale was deemed a novation of and extinguished any Claim that the Senior Secured Lenders or any of their respective successors and assigns had or may have against the Debtor or the Estate with respect to the DIP Financing Obligations or the Pre-Petition Financing Obligations (each as defined in the TPP Sale Order) in excess of any valid "Credit Bid" (as defined in the TPP Sale Order). The treatment of the Claims of the Senior Secured Lenders' or any of their respective successors and assigns as provided in the TPP Sale Order is reaffirmed pursuant to this Plan. As more fully provided in Article V, upon payment in full of all unpaid Allowed Claims identified in the DIP Budget up to the amounts identified in the DIP Budget, the Debtor or Liquidation Trustee, as applicable, shall, subject to the Committee's or Liquidation Trustee's right (if any) to challenge such obligation under the DIP Order, or the TPP Sale Order, or applicable law (including recoupment or setoff) based on

claims or Rights of Action accruing after the entry of the DIP Order or TPP Sale Order, as applicable, promptly transfer any remaining cash held in the Wind-Down Reserve, if any, to the Senior Secured Lenders. The Senior Secured Lenders shall receive no further Distribution under the Plan, and shall have no further Claim, right, Lien or interest in any of the Remaining Assets. Nothing in this Article IV.A shall alter or affect any Rights of Action against the Senior Secured Lenders, the Pre-Petition Secured Lenders, the Purchaser, or any of their respective affiliates, successors, or assigns.

**2. Treatment of Class 2 - Allowed Other Secured Claims.**

If there is more than one Allowed Other Secured Claim, then each Allowed Other Secured Claim shall be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Other Secured Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Liquidation Trustees (as applicable) and the Holder of such Allowed Other Secured Claim either: (a) at the sole discretion of the Debtor or the Liquidation Trustee (as applicable) (i) Cash equal to the unpaid portion of such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to Bankruptcy Code § 506(b), or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Other Secured Claim; or (b) such other treatment as may be agreed to by the Debtors and the Holder of such Allowed Other Secured Claim in writing.

**3. Treatment of Class 3 - Allowed Secured Tax Claims.**

If there is more than one Allowed Secured Tax Claim, each separate Allowed Secured Tax Claim will be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim, either Cash equal to the unpaid amount of such Allowed Secured Tax Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim shall have agreed upon in writing. Each Holder of a Secured Tax Claim shall retain its Liens on applicable collateral to the same extent and priority previously held, notwithstanding the transfer of such collateral into the Liquidation Trust, until either (i) its Secured Claim has been Allowed and treated in accordance with this provision of the Plan, or (ii) its Secured Claim has been Disallowed. The Holder of an Allowed Secured Tax Claim shall not be entitled to foreclose such Lien absent further order of the Bankruptcy Court.

**4. Treatment of Class 4 - Allowed Priority Non-Tax Claims.**

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, release, and

discharge of and in exchange for such Allowed Priority Non-Tax Claim on the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims in full, Holders of Allowed Claims entitled to priority under Bankruptcy Code §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) shall be paid in full in Cash before Distributions are made to Holders of Allowed Claims entitled to priority under other subsections of § 507. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims entitled to priority under a section of the Bankruptcy Code other than §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) in full, the Holders of such Claims will receive a Pro Rata Share of the available Cash. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions until all Priority Non-Tax Claims have been paid in full.

#### **5. Treatment of Class 5 - Allowed General Unsecured Claims.**

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, a beneficial interest in the Liquidation Trust as set forth in Article V of the Plan entitling such Holder to receive on account of such Claim, such Holder's Pro Rata Share of any Cash Distribution from the Liquidation Trust to Holders of Allowed General Unsecured Claims in accordance with Article V of the Plan, on or as soon as practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the initial Distribution Date and on each periodic Distribution Date thereafter, (d) the date on which all estimated Allowed Claims in Classes 1, 2, 3, and 4 have been paid in accordance with applicable provisions of the Plan (unless (i) sufficient reserves exist, as determined by the Liquidation Trustee in his or her business judgment, to ensure payment in full of all such estimated Allowed Claims or (ii) with respect to any Secured Claim, the Holder of such Secured Claim does not have a Lien on the assets anticipated to be distributed), and (e) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of an Allowed General Unsecured Claim. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions unless and until all Allowed Secured Claims, Allowed Administrative Claims (including Allowed Professional Fee Claims), Allowed Secured and Priority Tax Claims and Allowed Priority Non-Tax Claims have been paid in full as provided in the Plan. Each Holder of Allowed General Unsecured Claims shall receive such Distributions in accordance with the provisions set forth in Article V of the Plan. Notwithstanding the foregoing, the Holder of an Allowed General Unsecured Claim may receive such other less favorable treatment as may be agreed to by such Holder and the Liquidation Trustee.

#### **6. Treatment of Class 6 – Interests.**

On the Effective Date, all Interests in Class 6 shall be canceled and extinguished and Interest Holders shall not be entitled to receive any Distributions on account of such Interests.

**E. Treatment of Executory Contracts.**

**1. Rejection of Executory Contracts and Unexpired Leases.**

Unless rejected or assumed by prior order of the Bankruptcy Court, each Executory Contract and Unexpired Lease shall be rejected as of the Confirmation Date (which rejection shall be effective on the Effective Date), and such rejected Executory Contracts and Unexpired Leases shall no longer represent binding obligations of the Debtor or the Liquidation Trust after the Effective Date. Entry of the Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

**2. Rejection Claim Bar Date.**

Any Claim arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Confirmation Order or prior order of the Bankruptcy Court must be filed with the Bankruptcy Court on or before the Rejection Claim Bar Date, and must be served on the Liquidation Trustee and his/her counsel, if the Liquidation Trustee has retained counsel. Any such Claims not filed by the Rejection Claim Bar Date are discharged and forever barred. Each Allowed Claim arising from the rejection of an Executory Contract shall be treated as an Allowed General Unsecured Claim. The Bankruptcy Court shall determine the amount, if any, of the Claim of any Entity seeking damages by reason of the rejection of any Executory Contract or Unexpired Lease.

**3. Reservation of Rights.**

Neither the exclusion nor inclusion of any contract or lease by the Debtor on its Schedules, nor anything contained in the Plan, will constitute an admission by the Debtor or the Liquidation Trust that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtor or the Liquidation Trustee has any liability under any such contract or lease. Nothing in the Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtor or the Liquidation Trust under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease. Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor or the Liquidation Trustee under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease.

**F. Objections to and Procedures for Resolving Disputes Regarding Claims and Interests.**

**1. Objections to Claims and Interests.**

Unless otherwise provided in the Plan or as otherwise ordered by the Bankruptcy Court after notice and a hearing, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made as soon as practicable, but in no event later than one hundred eighty (180) days after the Effective Date. Further extensions to the deadline to object to Claims may be granted by the Bankruptcy Court upon motion of the Liquidation Trustee upon notice and a hearing. The fact that a Claim has not been objected to prior to the Confirmation Hearing or solicitation on the Plan should not be



deemed by any Holder of a Claim, whether the Claim arises from a Proof of Claim, the Schedules, or a motion with the Bankruptcy Court, to be a determination by the Debtor that such Claim is an Allowed Claim. The Debtor, or the Liquidation Trustee, or any other person or entity with standing, as applicable, may object to any Claim for which the applicable objection deadline has not passed, including with respect to Claims that arise from the Debtor's Schedules.

**2. Claims Filed After Objection Deadline.**

Following the Proof of Claim Bar Date, no proofs of claim may be filed in the Chapter 11 Case without prior authorization of the Bankruptcy Court and any such proof of claim which is filed without such authorization shall be deemed null, void and of no force or effect. Except as otherwise provided in the Plan, following the Confirmation Date, a Claim may not be amended unless such amendment results in a decrease of the amount of the Claim, the change in priority of the Claim to a lower priority under the Bankruptcy Code, or the withdrawal of the Claim, and any such unauthorized amendment shall be deemed null, void and of no force or effect. Claims filed or identified in the Schedules may be amended or reconsidered only as provided in the Bankruptcy Code and Bankruptcy Rules, **except that Claims filed or identified in the Schedules may be objected to by following the same procedures for objecting to Proofs of Claim as provided in the Bankruptcy Code, the Bankruptcy Rules, or the Plan.**

**3. Claims Listed as Contingent, Unliquidated, or Disputed in Schedules.**

**ANY CLAIM THAT HAS BEEN OR IS HEREAFTER LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, AND FOR WHICH NO PROOF OF CLAIM HAS BEEN TIMELY FILED IS CONSIDERED DISALLOWED ON THE EFFECTIVE DATE WITHOUT FURTHER ACTION BY THE DEBTOR OR THE LIQUIDATION TRUSTEE AND WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT. THE FACT THAT A CLAIM HAS NOT BEEN LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, SHOULD NOT BE DEEMED AS A FINAL DETERMINATION BY THE DEBTOR OR ITS PROFESSIONALS THAT SUCH CLAIM IS A VALID CLAIM. UNTIL THE APPLICABLE DEADLINE FOR OBJECTING TO CLAIMS HAS PASSED, OR UNTIL SUCH TIME AS A FINAL ORDER OF THE BANKRUPTCY COURT HAS BEEN ENTERED ALLOWING A CLAIM, THE DEBTOR, THE LIQUIDATION TRUSTEE, OR ANY OTHER PERSON OR ENTITY WITH STANDING MAY OBJECT TO ANY SUCH CLAIMS.**

**4. Retention of Claims and Defenses.**

After the Effective Date, except as released in the Plan or by Bankruptcy Court order, the Liquidation Trustee shall have and retain any and all rights and defenses the Debtor had with respect to any Claims and Rights of Action immediately prior to the Effective Date.

**5. Claims Administration Responsibilities.**

Except as otherwise specifically provided in the Plan, after the Effective Date, the Liquidation Trustee shall have the authority: (1) to file, withdraw, or litigate to judgment any objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice

to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

**6. Adjustment to Claims Without Objection.**

Any Claim that has been paid or satisfied or any Claim that has been amended or superseded may be adjusted for Distribution purposes by the Liquidation Trustee without any further notice to or action, order, or approval of the Bankruptcy Court.

**7. Disallowance of Claims or Interests.**

Any Claims held by Entities from which property is recoverable under Bankruptcy Code §§ 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed Disallowed pursuant to Bankruptcy Code § 502(d), and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Rights of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by that Entity have been turned over or paid to the Liquidation Trustee.

**8. Offer of Judgment.**

The Liquidation Trustee is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Holder's Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim must pay the costs incurred by the Liquidation Trustee after the Liquidation Trustee makes such offer, the Liquidation Trustee is entitled to set off such amounts against the amount of any distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

**9. Disputed Distribution Reserve.**

Prior to making any Distribution on account of a General Unsecured Claim under the Plan, the Liquidation Trustee shall establish a Disputed Distribution Reserve into which the Distributions on account of a Disputed General Unsecured Claim shall be deposited. If a Distribution has been made, upon either (i) agreement of the Liquidation Trustee and the Holder of any applicable Disputed General Unsecured Claim, or (ii) entry of a Final Order allowing the applicable Disputed General Unsecured Claim, the Distribution reserved for such Claim shall be paid to the Holder of such Claim from the Disputed Distribution Reserve. Upon (x) agreement of the Liquidation Trustee and the Holder of any applicable Disputed General Unsecured Claim, or (y) entry of a Final Order disallowing the applicable Disputed General Unsecured Claim, the Distribution reserved for such Claim shall be released to the Liquidation Trust to be used or distributed pursuant to the Plan. If, after all Disputed General Unsecured Claims have been settled or resolved by Final Order, and all applicable Distributions have been made from the Disputed Distribution Reserve pursuant to this Article VII.H, then any Cash remaining in the Disputed Distribution Reserve shall be released to the Liquidation Trust to be used or distributed pursuant to the Plan.

**G. Preservation of Rights of Action.**

Article X of the Plan provides that except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code § 1123(b)(3), the Liquidation Trustee shall retain and shall have the exclusive right, authority, and discretion (without further order of the Bankruptcy Court) to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, litigate to judgment, or exercise attorney/client privilege in relation to any and all Rights of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date, and the powers and duties of a trustee under the Bankruptcy Code with respect to such Rights of Action. The Debtor reserves and shall retain the foregoing Rights of Action for the Liquidation Trust notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

Without limiting the effectiveness or generality of the foregoing provisions, and out of an abundance of caution, the Debtor and the Estate specifically reserve and retain the claims and causes of action, to be transferred to the Liquidation Trustee for administration through the Liquidation Trust as part of the Rights of Action as more fully described in **Exhibit B** to the Plan. Article X of the Plan, Exhibit B to the Plan, Articles 4.H, 5.I, and 5.K of this Disclosure Statement and Exhibit 2 of this Disclosure Statement are provided to give maximum notice of potential claims that the Debtor is presently aware of and shall in no way act as a limitation on any other potential claims that may exist, including by way of *expressio unius est exclusio alterius* or any other applicable doctrine or rule of contractual interpretation. Except as provided for in Articles VIII.D and VIII.E of the Plan, it is the specific intention of the Plan that each and every Avoidance Action, and any other claim or cause of action, whether arising before or after the Petition Date, and whether arising under state law or the Bankruptcy Code, be preserved and retained under the Plan and be transferred to the Liquidation Trustee for administration through the Liquidation Trust on the Effective Date of the Plan.

Unless a Right of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, such Rights of Action (including any counterclaims) are preserved and on the Effective Date shall be transferred to and retained by the Liquidation Trustee for later adjudication for the benefit of the beneficiaries of the Liquidation Trust including, without limitation, all: (i) defenses to Claims; (ii) affirmative defenses to Claims; (iii) setoffs and recoupments against any Claim, Creditor or other person; (iv) rights to turnover, accounting, contribution, indemnification, or reimbursement against any Creditor or other person; (v) rights to any tax refund; (vi) Avoidance Actions; (vii) Rights of Action; and (viii) claims and causes of action against any Creditor or person whatsoever, including for affirmative relief and to reduce any liability. Therefore, no preclusion doctrine, including the doctrines of *res judicata*, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Rights of Action (including counterclaims) on or after the Confirmation of the Plan.

**H. Exculpation and Release of Certain Parties in Interest.**

Article IX.D of the Plan provides that:



**EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTOR, ON BEHALF OF ITSELF AND THE ESTATE, HEREBY RELEASES THE RELEASE PARTIES FROM (I) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING BEFORE THE EFFECTIVE DATE, AND (II) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING FROM THE ACTIONS TAKEN OR NOT TAKEN IN CONNECTION WITH THE PLAN AND THE CHAPTER 11 CASE UNLESS SUCH CONDUCT AMOUNTS TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD.**

If the Plan is confirmed with this provision, parties in interest will lose whatever rights they may currently have to sue the identified parties for negligent acts occurring between the Petition Date and the Effective Date of the Plan.

Article IX.E of the Plan provides as follows:

**ON THE EFFECTIVE DATE, (I) THE DEBTOR'S CRO AND WINTER HARBOR AND (II) THE CREDITORS' COMMITTEE AND ITS INDIVIDUAL MEMBERS, AND (III) THE ESTATE PROFESSIONALS SHALL EACH HAVE NO LIABILITY TO THE DEBTOR, THE DEBTOR'S ESTATE, ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR TO ANY OTHER PERSON BASED IN WHOLE OR IN PART ON ANY ACT, ACTION TAKEN, TRANSACTION, OMISSION, ACTION NOT TAKEN, OR OTHER EVENT OCCURRING BEFORE THE COMMENCEMENT OF THE CHAPTER 11 CASE OR DURING THE COURSE OF THE CHAPTER 11 CASE (INCLUDING THROUGH THE EFFECTIVE DATE), IN ANY WAY RELATING TO THE CHAPTER 11 CASE, THE PLAN, THE DIP CREDIT AGREEMENT, THE DEBTOR'S BUSINESS, THE DECISION TO FILE A BANKRUPTCY PETITION ON BEHALF OF THE DEBTOR, THE WINDDOWN AND OPERATION OF THE DEBTOR DURING THE CHAPTER 11 CASE, THE ADMINISTRATION OF THE CHAPTER 11 CASE, THE NEGOTIATION AND IMPLEMENTATION OF THE PLAN, CONFIRMATION OF THE PLAN, CONSUMMATION OF THE PLAN (INCLUDING ALL DISTRIBUTIONS HEREUNDER), THE ADMINISTRATION OF THE PLAN, AND THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). IN ALL SUCH INSTANCES, SUCH PARTIES SHALL BE AND HAVE BEEN 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. ANY AND ALL CLAIMS, CAUSES OF ACTIONS, RIGHTS, OR ANY LIABILITIES DESCRIBED ABOVE HELD BY ANY PERSON OR PARTY IN INTEREST AGAINST THE FOREGOING PARTIES LISTED IN SUBSECTIONS (I) AND (II) ABOVE ARE FULLY WAIVED, BARRED, RELEASED, AND DISCHARGED IN ALL RESPECTS (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, NOTHING IN THE PLAN, THE PLAN DOCUMENTS, OR THE CONFIRMATION ORDER SHALL AFFECT THE LIABILITY OF ANY PERSON THAT RESULTS FROM ANY ACT OR OMISSION DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT, GROSS NEGLIGENCE, INTENTIONAL**

**FRAUD, OR CRIMINAL CONDUCT. NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, NOTHING HEREIN IS INTENDED, NOR SHALL IT BE CONSTRUED, TO ELIMINATE, WAIVE OR RELEASE ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO) FROM ANY LIABILITIES THAT MAY HAVE ARISEN OR OCCURRED PREPETITION, INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF ACTION (AS DEFINED HEREIN) AGAINST ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO).**

Article V.E.7 of the Plan provides as follows:

**FROM AND AFTER THE EFFECTIVE DATE, THE LIQUIDATION TRUSTEE AND ITS PROFESSIONALS AND THE MEMBERS OF THE LIQUIDATION TRUST COMMITTEE SHALL BE EXCULPATED BY THE ESTATE AND ALL HOLDERS OF CLAIMS OR INTERESTS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND ASSERTIONS OF LIABILITY ARISING OUT OF THEIR PERFORMANCE OF THE DUTIES CONFERRED UPON THEM BY THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR ANY ORDERS OF THE BANKRUPTCY COURT, EXCEPT TO THE EXTENT AN ACT CONSTITUTES BAD FAITH, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD. NO HOLDER OF A CLAIM OR INTEREST OR REPRESENTATIVE THEREOF SHALL HAVE OR PURSUE ANY CLAIM OR CAUSE OF ACTION AGAINST THE LIQUIDATION TRUSTEE, ITS PROFESSIONALS, OR THE MEMBERS OF THE LIQUIDATION TRUST COMMITTEE FOR TAKING ANY ACTION IN ACCORDANCE WITH THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR TO IMPLEMENT THE PROVISIONS OF THE PLAN OR ANY ORDER OF THE BANKRUPTCY COURT. NOTHING IN THIS PROVISION SHALL BE DEEMED TO ALTER THE PROVISIONS OF THE LIQUIDATION TRUST AGREEMENT.**

Article XIII.J provides as follows:

On the Effective Date, the Committee shall dissolve; provided, however, that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) any appeals to which the Committee is a party; and (iii) responding to creditor inquiries for one-hundred-twenty (120) days following the Effective Date. Upon the dissolution of the Committee, the current and former members of the Committee and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Case, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate, except that the Committee and their respective Professionals shall have the right to pursue, review and object to any applications for compensation or reimbursement of expenses filed in accordance with Article II hereof.

**ARTICLE 7**  
**MEANS FOR EXECUTION AND IMPLEMENTATION OF THE PLAN**

**A. Cancellation of Interests and Dissolution of Debtor.**

On the Effective Date, except as otherwise specifically provided for in the Plan: (i) all Interests in the Debtor shall be canceled; (ii) the obligations of, Claims against, and Interests in the Debtor arising under, evidenced by, or relating to any agreements, contracts, indentures, certificates of designation, bylaws, certificates or articles of incorporation, or similar documents governing the Interests shall be released and discharged; and (iii) the Debtor shall be dissolved. The Liquidation Trustee may, in his or her discretion, file all necessary certificates of dissolution and take any other actions necessary or appropriate to reflect the dissolution of the Debtor under applicable state law where the Debtor was organized or formed. All applicable regulatory or governmental agencies shall accept any certificates of dissolution or other papers filed by the Liquidation Trustee on behalf of the Debtor and shall take all steps necessary to allow and reflect the prompt dissolution of the Debtor as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates, except as the Liquidation Trustee may determine in his or her sole discretion.

**B. The Debtor's Assets.**

On the Effective Date, all of the assets of the Debtor and the Estate existing as of the Effective Date, shall be transferred and become vested in the Liquidation Trust pursuant to and in accordance with the terms of this Plan.

**C. Corporate Action.**

The entry of the Confirmation Order shall constitute authorization for the Debtor and Liquidation Trustee (as applicable) to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, without limitation, any action required by the Interest holders, officers, or directors of the Debtor, including, among other things: (1) the cancellation of the Interests in the Debtor; (2) all transfers of assets that are to occur pursuant to the Plan; (3) the incurrence of all obligations contemplated by the Plan and the making of Distributions; and (4) the implementation of all settlements and compromises as set forth in or contemplated by the Plan. As of the Effective Date, the Liquidation Trustee is authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and the Liquidation Trustee, as applicable.

**D. Liquidation Trust.**

**1. Creation of the Liquidation Trust and Appointment of the Liquidation Trustee.**

On the Effective Date, the Liquidation Trust shall be created pursuant to the Liquidation Trust Agreement. The Liquidation Trust shall operate under the provisions of the Liquidation Trust Agreement. The Liquidation Trust shall be administered by the Liquidation Trustee, who shall be overseen by the Liquidation Trust Committee. The Liquidation Trustee and the Liquidation Trust Committee shall be appointed as of the Effective Date and shall be compensated and otherwise bound by the terms of the Liquidation Trust Agreement without further order of the Bankruptcy Court. The Plan will be administered and actions will be taken in the name of the Debtor or Liquidation Trust, as appropriate, through the Liquidation Trustee, irrespective of whether the Debtor has been dissolved. The Liquidation Trust Agreement shall be deemed approved and effective on the Effective Date subject to execution by the Liquidation Trustee and the Debtor. The identity of the Liquidation Trustee and the members of the Liquidation Trust Committee and a form of Liquidation Trust Agreement will be included in the Plan Supplement.

**2. Property of the Liquidation Trust.**

On the Effective Date, the Debtor and Estate shall be deemed to have transferred and/or assigned any and all assets of the Debtor and the Estate as of the Effective Date.

**3. Creation of Reserves.**

To the extent not otherwise provided for in the Plan or ordered by the Bankruptcy Court, the Liquidation Trustee shall estimate appropriate reserves of Cash to be set aside in order to pay or reserve for accrued expenses and for payment of prospective expenses and liabilities of the Estate and the Liquidation Trust after the Effective Date. On the Effective Date, the Liquidation Trustee will establish and appropriately fund the following Reserves: (i) the Wind-Down Reserve and (ii) the Professional Fee Reserve. Distributions from the Reserves shall be made by the Liquidation Trustee.

Notwithstanding any contrary provision contained herein (other than the requirements for segregation of undeliverable distributions set forth in Article VIII below), the Liquidation Trustee shall not be obligated to physically segregate and maintain separate accounts for reserves or for other purposes. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidation Trustee to determine Cash available for Distributions, reserves and amounts to be paid to parties-in-interest.

**4. Officers, Directors, and Shareholders.**

a. Directors, Officers, and Employees: On the Effective Date, the authority, power and incumbency of Stuart Noyes and Winter Harbor, as chief restructuring officer of the Debtor, shall be terminated and cease and Stuart Noyes and Winter Harbor shall be deemed to have resigned. In addition, on the Effective Date, the authority, power and incumbency of all other

directors and officers of the Debtor shall be terminated and cease and all other directors and officers shall be deemed to have resigned.

b. Succession by Liquidation Trustee: On the Effective Date, the Liquidation Trustee succeeds to such powers as would have been applicable to the Debtor's officers, directors and shareholders.

## **5. Liquidation Trustee.**

The salient terms of the Liquidation Trustee's employment, including the Liquidation Trustee's duties and compensation, to the extent not set forth in the Plan, shall be set forth in the Liquidation Trust Agreement, including but not limited to the Liquidation Trust Committee's oversight of the Liquidation Trustee's exercise of its responsibilities and powers. In general, the Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to § 1123(b)(3)(B) of the Bankruptcy Code. The Liquidation Trustee and the Liquidation Trust Committee shall have fiduciary duties to beneficiaries of the Liquidation Trust in the same manner that members of an official committee of creditors appointed pursuant to § 1102 of the Bankruptcy Code have fiduciary duties to the creditor constituents represented by such a committee. The Liquidation Trust Agreement shall specify the terms and conditions of the Liquidation Trustee's and Liquidation Trust Committee's compensation, responsibilities and powers. The duties and powers of the Liquidation Trustee shall generally include, without limitation, the following:<sup>3</sup>

- (a) To exercise all power and authority, that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders; including, without limitation, amendment of the articles of organization and by-laws of the Debtor, the dissolution of the Debtor, and the assertion or waiver of any of the Debtor's attorney/client privilege;
- (b) To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate reserves, in the name of either of the Debtor or the Liquidation Trustee, even in the event of the dissolution of the Debtor;
- (c) Subject to the applicable provisions of the Plan, to collect and liquidate all assets of the Estate and the Liquidation Trust pursuant to the Plan and to administer the winding-up of the affairs of the Debtor;
- (d) To object to, defend, compromise, and/or settle any Claims (Disputed or otherwise) as discussed in Article VII hereof without the necessity of approval of the Bankruptcy Court and/or to seek Court approval for any Claims settlement to the extent

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<sup>3</sup> In the case of a conflict between the Liquidation Trust Agreement and the Plan, the Liquidation Trust Agreement shall control.

thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

(e) To the extent ordered by the Bankruptcy Court, to defend, compromise and/or settle any Rights of Action transferred to the Liquidation Trust in this Plan by filing a notice of compromise and settlement with the Bankruptcy Court, which shall be deemed approved if no objection is filed within twenty-one (21) days after the date of filing, and which shall be subject to approval of the Bankruptcy Court to the extent an objection is filed;

(f) To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay the charges incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan, without application to the Bankruptcy Court, with such charges to be paid solely from Liquidation Trust Assets (excluding the Wind-Down Reserve and the Professional Fee Reserve);

(g) To cause, on behalf of the Liquidation Trust, the Debtor and the Estate, that all necessary tax returns and all other appropriate or necessary documents related to municipal, state, federal or other tax law are prepared and filed timely;

(h) To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;

(i) To invest Cash in accordance with Bankruptcy Code § 345 or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidation Trustee;

(j) To collect any accounts receivable or other claims and assets of the Debtor or the Estate not otherwise disposed of pursuant to the Plan;

(k) To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtor or the Liquidation Trustee thereunder;

(l) To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization at the discretion of the Liquidation Trustee, any assets that the Liquidation Trustee concludes are of inconsequential benefit to Creditors of the Estate or, at the conclusion of the Chapter 11 Case, are determined to be too impractical to distribute;

(m) To investigate, prosecute and/or settle Rights of Action, including, but not limited to Avoidance Actions, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Rights of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;



- (n) To utilize trust assets to purchase or create and carry all appropriate new insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee;
- (o) To implement and/or enforce all provisions of the Plan;
- (p) To maintain appropriate books and records (including financial books and records);
- (q) To collect and liquidate all assets of the Estate pursuant to the Plan and administer the winding-up of the affairs of the Debtor including, but not limited to, closing the Chapter 11 Case;
- (r) To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports until such time as such reports are no longer required, a Final Decree is entered closing the Chapter 11 Case or the Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise;
- (s) To file with the Bankruptcy Court and serve upon the Post-Confirmation Service List, within twenty-five (25) days after the end of each quarter, a report setting forth:
  - (i) the receipt and disposition by the Liquidation Trustee of property of the Estate or the Debtor during the prior quarter, including the disposition of funds in the Liquidation Trust;
  - (ii) all Disputed Claims resolved by the Liquidation Trustee during such period;
  - and (iii) the status of Rights of Action; and
- (t) To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

## **ARTICLE 8 RECOVERY ANALYSIS, FEASIBILITY AND RISKS**

### **A. Recovery Analysis and Feasibility.**

Recoveries to holders of General Unsecured Claims are subject to many variables at this point. As of the time of this Disclosure Statement, and due to these numerous variables, the Debtor cannot accurately predict the recovery for holders of General Unsecured Claims.

Under the Plan, the Debtor anticipates that Allowed Administrative Claims, Allowed Priority Tax Claims, if any, and Allowed Priority Non-Tax Claims, if any, will be paid in full. To the extent that the Debtor has insufficient cash to pay Allowed Administrative Claims, Allowed Priority Tax Claims, if any, and Allowed Priority Non-Tax Claims, if any, pursuant to the terms of the Plan, all such claims will not be paid in full, and shall be paid in accordance with the priority provisions of the Bankruptcy Code. Important variables affecting the amount of funds available for distribution include (i) the total amount of Allowed Claims entitled to payment before payments to holders of General Unsecured Claims, (ii) the total amount of Allowed General Unsecured Claims, and (iii) the outcome of the Rights of Action retained by the Litigation Trust pursuant to Article X of the Plan.

Under the Plan, Holders of Allowed General Unsecured Claims will each receive a beneficial interest in the Liquidation Trust. The Liquidation Trust will receive the Liquidation Trust Assets, which include all assets of the Estate, including certain Rights of Action.

The Debtor ceased operations as of the closing of the TPP Sale, and therefore does not anticipate incurring any additional costs or expenses in connection with business operations on a going-forward basis. To the extent the Debtor has remaining obligations with respect to business operations, the Debtor believes that such obligations have been assumed by the Purchaser.

The only costs or expenses that might affect the feasibility of this Plan are those associated with the administration of the Liquidation Trust. The Debtor does not believe such costs or expenses should impair the feasibility of this Plan. Gruber Elrod has been retained to pursue the material Rights of Action, and has agreed to (i) pursue such litigation on a contingency basis, and (ii) advance certain of the out-of-pocket costs associated with such litigation, such as expert witness costs. Further, as will be set forth in the Liquidation Trust Agreement, the Liquidation Trustee has agreed to an alternative fee and expense arrangement, whereby its fees and expenses will be paid upon the Liquidation Trust's receipt of litigation recoveries or other receipts from the liquidation of the Remaining Assets.

The recovery for Holders of Allowed General Unsecured Claims is uncertain, as it is subject to the Liquidation Trustee's success in pursuing the Rights of Action. The Committee anticipates that the recovery to the Holders of Allowed General Unsecured Claims may be approximately between zero and ten percent (10%). Recovery may increase if the Liquidation Trustee is highly successful in pursuing Rights of Action transferred to the Liquidation Trust. The ultimate recovery to Holders of Allowed General Unsecured Claims is contingent on recoveries from the Liquidation Trustee's efforts in pursuing the Rights of Action. Such recoveries will be dictated by the results of litigation of the Rights of Action, which are highly uncertain and speculative. The Debtor does not take a position on the amount of recoveries.

#### **B. Risks Associated with Confirming the Plan.**

Both the Confirmation and consummation of the Plan are subject to a number of risks. Specifically, if certain standards set forth in the Bankruptcy Code are not met, the Bankruptcy Court will not confirm the Plan even if Holders of Claims accept the Plan. Although the Debtor believes that the Plan meets such standards, there can be no assurance that the Bankruptcy Court will reach the same conclusion. If the Bankruptcy Court were to determine that such requirements were not met, it could require the Debtor to re-solicit acceptances, which could delay and/or jeopardize Confirmation of the Plan. The Debtor believes that the solicitation of votes on the Plan will comply with Bankruptcy Code § 1126(b) and that the Bankruptcy Court will confirm the Plan. The Debtor, however, can provide no assurance that modifications of the Plan will not be required to obtain Confirmation of the Plan, or that any such modifications will not require a re-solicitation of acceptances.

Even if the Plan is confirmed, the Plan provides that certain conditions precedent must be met or waived prior to the occurrence of the Effective Date. There is no guarantee as to the timing of the Effective Date. Additionally, if the conditions precedent to the Effective Date are not satisfied or waived, the Bankruptcy Court may vacate the Confirmation Order. In that event,

the Plan would be deemed null and void and (i) the Debtor or any other party might propose or solicit votes on an alternative plan, (ii) the Chapter 11 Case might be dismissed, or (iii) the Chapter 11 Case might be converted to a case under Chapter 7 of the Bankruptcy Code.

## **ARTICLE 9 ALTERNATIVES TO PLAN**

If the Plan is not confirmed, it is likely that the Chapter 11 Case will be converted to a case under Chapter 7 of the Bankruptcy Code, in which case a trustee would be elected or appointed to liquidate the assets of the Debtor for Distribution to Creditors in accordance with the priorities established by the Bankruptcy Code. Whether a bankruptcy case is one under Chapter 7 or Chapter 11, Holders of Secured Claims, Administrative Claims and priority Claims are entitled to be paid in Cash and in full before Holders of General Unsecured Claims receive any funds, and Holders of General Unsecured Claims are entitled to be paid in full before Holders of Interests receive any funds.

The known Liquidation Trust Assets consist primarily of the Rights of Action. As a result, the ultimate recovery to Holders of Allowed General Unsecured Claims is contingent on recoveries from the Liquidation Trustee's efforts in pursuing the Rights of Action. Such recoveries will be dictated by the results of litigation of the Rights of Action, which are highly uncertain and speculative. To date, defendants under the Rights of Action have denied or not acknowledged liability on account of such claims. In a Chapter 7 liquidation, the Debtor and the Committee do not believe that any Chapter 7 trustee would be able to sell the Rights of Action for any amount that might result in a recovery for Holders of Allowed General Unsecured Claims. Further, counsel for the Liquidation Trust, certain of which will be involved in litigation with respect to the Rights of Action, have already engaged in extensive analysis and efforts in asserting the Rights of Action, and Gruber Elrod has agreed to prosecute certain Rights of Action that have the greatest likelihood of recovery on a commercially reasonable contingency-fee basis, and to advance certain funds associated with such litigation. The Debtor and the Committee do not believe a Chapter 7 trustee would be able to prosecute the Rights of Action on any more advantageous terms. The Debtor and the Committee believe that the Plan meets the "best interests of creditors" test of Bankruptcy Code § 1129(a)(7) of the Bankruptcy Code. The Debtor and the Committee believe that the members of each Impaired Class will receive at least as much value under the Plan as they would in a Chapter 7 liquidation proceeding. Since the Plan liquidates all of the Debtor's assets consistent with the Bankruptcy Code's priority scheme, conversion to Chapter 7 for the purpose of liquidation would confer no advantage upon Creditors. Moreover, upon conversion, distributions to General Unsecured Creditors would be reduced by the fees and commissions of the Chapter 7 trustee and their counsel as discussed below.

Further, if the Chapter 11 Case is converted to Chapter 7, the present Administrative Claims may have a priority lower than priority Claims generated by the Chapter 7 case, such as the Chapter 7 trustee's fees or the fees of attorneys, accountants and other professionals engaged by the trustee. The Debtor believes that conversion to Chapter 7 is likely to result in higher costs of administration than Confirmation of the Plan. First, the Chapter 7 Trustee will receive a percentage of the money distributed to Holders of Allowed Claims as compensation. Like the Liquidation Trustee, the Chapter 7 Trustee will have to retain attorneys to pursue litigation

claims of the Estate as well as to pursue Claims objections. The Debtor's business relationships were complicated, and if new professionals are required to familiarize themselves with the Debtor's past operations to be able to prosecute the litigation claims and Claims objections, it could result in additional expense to the Estate. Like the Liquidation Trustee, the Chapter 7 Trustee will also have to retain accountants in connection with making claim reconciliations, filing necessary tax returns and otherwise closing the Estate.

**ARTICLE 10**  
**CERTAIN UNITED STATES FEDERAL INCOME TAX**  
**CONSEQUENCES OF THE PLAN**

The following discussion is a summary of certain U.S. federal income tax consequences of the consummation of the Plan to Holders of Claims against, and Interests in, the Debtor. This summary is based on the Internal Revenue Code of 1986, as amended (the "IRC"), the U.S. Treasury Regulations (the "Tax Regulations") promulgated thereunder, judicial authorities, published administrative positions of the IRS and other applicable authorities, all as available and in effect on the date of this Disclosure Statement. All of the foregoing are subject to change, possibly with retroactive effect, or differing interpretations which could affect the tax consequences described herein. No rulings or determinations of the IRS or any other taxing authorities have been sought or obtained with respect to the tax consequences discussed herein, and the discussion below is not binding upon the IRS or the courts. No assurance can be given that the IRS would not assert, or that a court would not sustain, a different position than any position discussed herein. Events occurring after the date of this Disclosure Statement, including changes in law and changes in administrative positions, could affect the U.S. federal income tax consequences of the Plan.

This discussion does not purport to address all aspects of U.S. federal income taxation that may be relevant to the Debtor or to such Holders in light of their individual circumstances. This discussion does not address tax issues with respect to such Holders subject to special treatment under the U.S. federal income tax laws (including, for example, non-U.S. persons, banks, governmental authorities or agencies, pass-through entities, dealers and traders in securities or currencies, including those that market to market, insurance companies, financial institutions, grantor trusts, tax-exempt organizations, small business investment companies, real estate investment trusts, regulated investment companies, persons that have a functional currency other than the U.S. dollar, certain former citizens and long term residents of the United States, and persons that will hold an equity interest or a security in the Debtor as part of a position in a straddle or as part of a hedging, conversion or integrated transaction for U.S. federal income tax purposes). In addition, this summary does not address estate tax, gift tax, Medicare tax on investment income, alternative minimum tax, foreign, state, or local tax consequences of the Plan.

THE FOLLOWING SUMMARY OF CERTAIN UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING AND ADVICE BASED UPON THE INDIVIDUAL CIRCUMSTANCES PERTAINING TO A HOLDER OF AN ALLOWED CLAIM. ALL HOLDERS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS AS

TO THE U.S. FEDERAL, STATE, LOCAL AND NON-UNITED STATES TAX CONSEQUENCES OF THE PLAN.

**A. Certain U.S. Federal Income Tax Consequences to Holders of Allowed Claims.**

**1. General.**

The U.S. federal income tax consequences to a Holder receiving, or entitled to receive, a payment in partial or total satisfaction of a Claim will depend on a number of factors, including the nature of the Claim, the Holder's method of tax accounting, and its own particular tax situation.

Because each Holder's Claim and tax situation differs, Holders should consult their own tax advisors to determine how the Plan affects them for federal, state and local tax purposes, based on their particular tax situations. Among other things, the U.S. federal income tax consequences of a payment to a Holder may depend initially on the nature of the original transaction pursuant to which the Claim arose. For example, a payment in repayment of the principal amount of a loan is generally not included in the gross income of an original lender.

The U.S. federal income tax consequences of a payment to a Holder may also depend on whether the item to which the payment relates has previously been included in the holder's gross income or has previously been subject to a loss or a worthless security or bad debt deduction. For example, if a payment is made in satisfaction of a receivable acquired in the ordinary course of a Holder's trade or business, the Holder had previously included the amount of such receivable payment in its gross income under its method of tax accounting, and had not previously claimed a loss or a worthless security or bad debt deduction for that amount, the receipt of the payment should not result in additional income to the holder but may result in a loss. Conversely, if the Holder had previously claimed a loss or worthless security or bad debt deduction with respect to the item previously included in income, the holder generally would be required to include the amount of the payment in income.

A Holder receiving a payment pursuant to the Plan in satisfaction of its Claim generally may recognize taxable income or loss measured by the difference between (i) the amount of cash and the fair market value (if any) of any property received by the holder (other than any consideration attributable to a Claim for accrued but unpaid interest), including, as discussed below, any beneficial interests in the Liquidation Trust, and (ii) its adjusted tax basis in the Claim (other than basis attributable to accrued but unpaid interest previously included in the holder's taxable income). For this purpose, the adjusted tax basis may include amounts previously included in income (less any bad debt or loss deduction) with respect to that item. Generally, the income or loss will be ordinary income or loss, unless the Claim is a capital asset in the Holder's hands. Each Holder of a Claim should consult its own tax advisor to determine whether income or loss recognized by such Holder will be ordinary or capital in nature and the specific tax effect thereof on such Holder.

As discussed below, each Holder of a Claim that receives a beneficial interest in the Liquidation Trust will be treated for U.S. federal income tax purposes as directly receiving, and

as a direct owner of, its respective share of the Liquidation Trust property, consistent with its economic rights in the Liquidation Trust. Pursuant to the Plan, the Liquidation Trustee will in good faith value the Liquidation Trust property, and all parties to the Liquidation Trust (including holders of Claims receiving Beneficial Interests in the Liquidation Trust) must consistently use such valuation for all U.S. federal income tax purposes.

A Holder's share of any proceeds received by the Liquidation Trust upon the sale or other disposition of Liquidation Trust property (other than any such amounts received as a result of the subsequent disallowance of Contested Claims or the reallocation among holders of the Claims of undeliverable Plan distributions) should not be included, for U.S. federal income tax purposes, in the Holder's amount realized in respect of its Claim but should be separately treated as amounts realized in respect of such Holder's ownership interest in the underlying assets of the Liquidation Trust.

## **2. Allocation of Consideration to Interest.**

Pursuant to the Plan, all distributions in respect of Allowed Claims will be allocated first to the principal amount of the Allowed Claim (as determined for U.S. federal income tax purposes), with any excess allocated to accrued but unpaid interest. However, there is no assurance that such allocation would be respected by the IRS for U.S. federal income tax purposes. In general, to the extent any amount received (whether Cash, or other property) by a Holder of a debt instrument is received in satisfaction of accrued interest during its holding period, such amount will be taxable to the Holder as interest income (if not previously included in the holder's gross income under the Holder's normal method of accounting). Conversely, a Holder generally recognizes a deductible loss to the extent any accrued interest claimed was previously included in its gross income and is not paid in full. Each Holder of an Allowed Claim is urged to consult its own tax advisor regarding the allocation of consideration and the taxation or deductibility of unpaid interest for tax purposes.

## **3. Information Reporting and Backup Withholding.**

In general, information reporting requirements may apply to distributions or payments under the Plan. Furthermore, all distributions to Holders of Allowed Claims under the Plan are subject to any applicable tax withholding, including employment tax withholding. Under U.S. federal income tax law, interest, dividends, and other reportable payments may, under certain circumstances, be subject to "backup withholding" at the applicable withholding rate.

Backup withholding generally applies if the Holder (a) fails to furnish its social security number or other taxpayer identification number, (b) furnishes an incorrect taxpayer identification number, (c) fails properly to report interest or dividends, or (d) under certain circumstances, fails to provide a certified statement, signed under penalty of perjury, that the tax identification number provided is its correct number and that it is not subject to backup withholding. Backup withholding is not an additional tax but merely an advance payment, which may be refunded to the extent it results in an overpayment of tax. Certain persons are exempt from backup withholding, including, in certain circumstances, corporations and financial institutions. These categories are very broad; however, there are numerous exceptions. Holders of Allowed Claims are urged to consult their tax advisors regarding the Treasury Regulations governing backup



withholding and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations.

In addition, Treasury Regulations generally require disclosure by a taxpayer on its U.S. federal income tax return of certain types of transactions in which the taxpayer participated, including, among other types of transactions, certain transactions that result in the taxpayer's claiming a loss in excess of specified thresholds. Holders are urged to consult their tax advisors regarding these Treasury Regulations and whether the transactions contemplated by the Plan would be subject to these Treasury Regulations and require disclosure on the Holder's tax returns.

**B. Tax Treatment of the Liquidation Trust and Holders of Beneficial Interests.**

**1. Classification of the Liquidation Trust.**

The Liquidation Trust created pursuant to the Plan is intended to qualify as a "liquidating trust" for U.S. federal income tax purposes. In general, a liquidating trust is not a separate taxable entity but rather is treated for U.S. federal income tax purposes as a "grantor trust" (i.e., all income and loss is taxed directly to the liquidating trust beneficiaries). However, merely establishing a trust as a liquidating trust does not ensure that it will be treated as a grantor trust for U.S. federal income tax purposes. The IRS, in Revenue Procedure 94-45, 1994-2 C.B. 684, set forth the general criteria for obtaining an IRS ruling as to the grantor trust status of a liquidating trust under a Chapter 11 plan. Pursuant to the Plan, and in conformity with Revenue Procedure 94-45, all parties (including, without limitation, the Debtor, the Liquidation Trustee, and holders) will be required to treat, for U.S. federal income tax purposes, the Liquidation Trust as a grantor trust. The Holders of Beneficial Interests in the Liquidation Trust are the owners and grantors of the Liquidation Trust.

The following discussion assumes that the Liquidation Trust will be so respected for U.S. federal income tax purposes. The Liquidation Trust does not intend to request a ruling from the IRS concerning the tax status of the Liquidation Trust as a grantor trust. If the IRS were to successfully challenge the classification of the Liquidation Trust, the U.S. federal income tax consequences to the Liquidation Trust and the holders of Beneficial Interests in the Liquidation Trust, respectively, could vary from those discussed herein (including the potential for an entity-level tax on income of the Liquidation Trust).

**2. General Tax Reporting by the Liquidation Trust and Holders of Beneficial Interests.**

For all U.S. federal income tax purposes, all parties (including, without limitation, the Debtor, the Liquidation Trustee, and holders) must treat the transfer of the Liquidation Trust Property to the Liquidation Trust in accordance with the terms of the Plan. Pursuant to the Plan, the Liquidation Trust property (other than assets allocable to contested Claims) is treated, for U.S. federal income tax purposes, as having been transferred, subject to any obligations relating to such property, directly to the holders of the respective Claims receiving Beneficial Interests in the Liquidation Trust (with each holder receiving an undivided interest in such assets in accordance with their economic interests in such assets), followed by the transfer by the holders

of such assets to the Liquidation Trust in exchange for a Beneficial Interest in the Liquidation Trust. Accordingly, all parties must treat the Liquidation Trust as a grantor trust of which the holders of Beneficial Interests in the Liquidation Trust are the owners and grantors, and treat the holders of Beneficial Interests in the Liquidation Trust as the direct owners of an undivided interest in the Liquidation Trust Property (other than any assets allocable to contested Claims), consistent with their economic interests therein, for all U.S. federal income tax purposes.

Each holder of a Beneficial Interest in the Liquidation Trust must report on its U.S. federal income tax return its pro rata allocable share of income, gain, loss, deduction and credit recognized or incurred by the Liquidation Trust. Moreover, upon the sale or other disposition (or deemed disposition) of any Liquidation Trust asset, each holder of a Beneficial Interest in the Liquidation Trust must report on its U.S. federal income tax return its share of any gain or loss measured by the difference between (1) its share of the amount of Cash and/or the fair market value of any property received by the Liquidation Trust in exchange for the Liquidation Trust asset so sold or otherwise disposed of and (2) such holder's adjusted tax basis in its pro rata share of such Liquidation Trust asset. The character of any such gain or loss to the holder will be determined as if such holder itself had directly sold or otherwise disposed of the Liquidation Trust asset. The character of items of income, gain, loss, deduction and credit to any holder of a beneficial interest in the Liquidation Trust, and the ability of the holder to benefit from any deductions or losses, depends on the particular circumstances or status of the holder.

As soon as reasonably practicable after the transfer of the Liquidation Trust Property to the Liquidation Trust, the Liquidation Trustee shall make a good faith valuation of the Liquidation Trust Property. All parties to the Liquidation Trust (including, without limitation, the Debtor and holders of Beneficial Interests) must consistently use such valuation for all U.S. federal income tax purposes. The valuation will be made available, from time to time, as relevant for tax reporting purposes.

Taxable income or loss allocated to a Holder of a Beneficial Interest in the Liquidation Trust will be treated as income or loss with respect to Holder's undivided interest in the Liquidation Trust Property, and not as income or loss with respect to its prior Allowed Claim. The character of any income and the character and ability to use any loss will depend on the particular situation of the Holder of a Beneficial Interest in the Liquidation Trust.

The U.S. federal income tax obligations of a Holder with respect to its Beneficial Interest in the Liquidation Trust are not dependent on the Liquidation Trust distributing any Cash or other proceeds. Thus, a Holder may incur a U.S. federal income tax liability with respect to its allocable share of Liquidation Trust income even if the Liquidation Trust does not make a concurrent distribution to the Holder. In general, other than in respect of cash retained on account of contested claims and distributions resulting from undeliverable distributions (the subsequent distribution of which still relates to a holder's Allowed Claim), a distribution of Cash by the Liquidation Trust will not be separately taxable to a Holder of a Beneficial Interest in the Liquidation Trust since the beneficiary is already regarded for U.S. federal income tax purposes as owning the underlying assets (and was taxed at the time the Cash was earned or received by the Liquidation Trust). Holders are urged to consult their tax advisors regarding the appropriate U.S. federal income tax treatment of any subsequent distributions of Cash originally retained by

the Liquidation Trust on account of contested claims. The Liquidation Trustee will comply with all applicable governmental withholding requirements.

The Liquidation Trustee will file with the IRS tax returns for the Liquidation Trust consistent with its classification as a grantor trust pursuant to Treasury Regulation Section 1.671-4(a). The Liquidation Trustee also will send annually to each Holder of a Beneficial Interest in the Liquidation Trust a separate statement regarding the receipts and expenditures of the Liquidation Trust as relevant for U.S. federal income tax purposes and will instruct all such Holders to use such information in preparing their U.S. federal income tax returns or to forward the appropriate information to such Holder's underlying beneficial holders with instructions to utilize such information in preparing their U.S. federal income tax returns.

**C. U.S. Federal Income Tax Consequences to Holders of Interests of the Debtor.**

Holders of Interests of the Debtor should recognize a loss equal to the amount of their adjusted basis. Holders of such Interests should consult their tax advisors as to the amount, timing and character of such loss.

THE FOREGOING DISCUSSION IS INTENDED ONLY AS A SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES OF THE PLAN AND IS NOT A SUBSTITUTE FOR CAREFUL TAX PLANNING WITH A TAX PROFESSIONAL. THE ABOVE DISCUSSION IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT TAX ADVICE. THE TAX CONSEQUENCES ARE IN MANY CASES UNCERTAIN AND MAY VARY DEPENDING ON A CLAIM OR INTEREST HOLDER'S PARTICULAR CIRCUMSTANCES. ACCORDINGLY, HOLDERS OF CLAIMS AND INTERESTS ARE URGED TO CONSULT THEIR OWN TAX ADVISORS ABOUT THE U.S. FEDERAL, STATE AND LOCAL AND APPLICABLE NON-U.S. INCOME AND OTHER TAX CONSEQUENCES OF THE PLAN.

**ARTICLE 11  
CONCLUSION**

This Disclosure Statement has attempted to provide information regarding the Debtor's bankruptcy Estate and the potential benefits that might accrue to holders of Claims against and Interests in the Debtor under the Plan as proposed. The Plan provides for the orderly liquidation of the Debtor's remaining assets and the distribution of the proceeds in accordance with the priority scheme established by the Bankruptcy Code. The Debtor urges interested parties to vote in favor of the Plan.

Dated: February 14, 2017

**Debtor and Debtor-In-Possession**

/s/ Stuart Noyes  
By: Stuart Noyes  
Its: Chief Restructuring Officer

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**The Official Committee of Unsecured Creditors**

**By: Simon Property Group, Inc., solely in its  
capacity as Co-Chairperson of the  
Official Committee of Unsecured Creditors and  
not in any other capacity**

*/s/ Ronald M. Tucker*

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**CO-COUNSEL FOR OFFICIAL COMMITTEE  
OF UNSECURED CREDITORS**

**EXHIBIT 1**  
**THE PLAN**



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

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In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The	§	Case No. 16-33437-hdh-11
Picture People,	§	
	§	
Debtor.	§	

---

**THE DEBTOR’S AND OFFICIAL COMMITTEE OF UNSECURED CREDITORS’  
SECOND AMENDED JOINT PLAN OF LIQUIDATION FOR TPP ACQUISITION, INC.  
D/B/A THE PICTURE PEOPLE UNDER CHAPTER 11 OF THE UNITED STATES  
BANKRUPTCY CODE (SOLICITATION VERSION)**

---

Dated February 14, 2016

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COMMITTEE OF UNSECURED  
CREDITORS**

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## INTRODUCTION

TPP Acquisition, Inc. d/b/a The Picture People, the Debtor and debtor-in-possession in this Chapter 11 Case, and the Committee (together, the “Proponents”) hereby propose this Joint Chapter 11 Plan under Bankruptcy Code § 1121. The Plan is a liquidating Plan designed to maximize the value of the Estate by the establishment of a Liquidation Trust to liquidate the remaining assets of the Debtor’s Estate, to create reserves for payment of certain Allowed Claims, to resolve the outstanding Claims against and Interests in the Debtor, and to coordinate distribution of the Cash in the Estate and any other proceeds of liquidation in furtherance of the Plan.

**ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN ARE ENCOURAGED TO READ THE PLAN AND THE DISCLOSURE STATEMENT IN THEIR ENTIRETY BEFORE VOTING TO ACCEPT OR REJECT THE PLAN.** No materials, other than the Disclosure Statement and any exhibits and schedules attached thereto or referenced therein, have been approved by the Proponents for use in soliciting acceptances or rejections of the Plan.

### ARTICLE I.

#### **DEFINED TERMS, RULES OF INTERPRETATION, CONSTRUCTION OF TERMS, COMPUTATION OF TIME AND GOVERNING LAW**

##### **A. Defined Terms.**

All capitalized terms not defined elsewhere in the Plan shall have the meaning assigned to them in the Glossary of Defined Terms attached hereto as **Exhibit A**. Any capitalized term used in the Plan and not defined herein, but that is defined in the Bankruptcy Code, has the meaning assigned to that term in the Bankruptcy Code. Any capitalized term used in this Plan and not defined herein or in the Bankruptcy Code, but that is defined in the Bankruptcy Rules, has the meaning assigned to that term in the Bankruptcy Rules.

##### **B. Rules of Interpretation and Construction of Terms.**

1. For the purposes of the Plan, any reference in the Plan to an existing document or exhibit filed or to be filed means that document or exhibit as it may have been or may be amended, supplemented, or otherwise modified.
2. The words “herein,” “hereof,” and “hereunder” and other words of similar import refer to the Plan as a whole and not to any particular article, section, subsection or clause contained in the Plan, unless the context requires otherwise.
3. Whenever from the context it appears appropriate, each term stated in either the singular or the plural includes the singular and the plural, and pronouns stated in the masculine, feminine, or neuter form include the masculine, feminine, and neuter form.
4. Captions and headings to articles, sections, and exhibits are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of the Plan.

5. The rules of construction set forth in Bankruptcy Code § 102 shall apply.

6. All exhibits to the Plan are incorporated into the Plan by this reference and are a part of the Plan as if set forth fully herein. The Plan Supplement shall be filed with the Bankruptcy Court not fewer than ten (10) days prior to the commencement of the Confirmation Hearing. When filed, the Plan Supplement will be part of the Plan. Holders of Claims and Interests may obtain a copy of all Plan Documents, once filed, by written request sent to Haynes and Boone, LLP, Attn: Kim Morzak, 2323 Victory Ave., Suite 700, Dallas, Texas 75219-7673.

### **C. Computation of Time.**

In computing any period of time, date, or deadline prescribed or allowed in the Plan, the provisions of Bankruptcy Rule 9006(a) shall apply. If the date on which a transaction may or must occur pursuant to the Plan shall occur on a day that is not a Business Day, then such transaction shall instead occur on the next succeeding Business Day.

### **D. Reference to Monetary Figures.**

All references in the Plan to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

### **E. Governing Law.**

Except to the extent the Bankruptcy Code or the Bankruptcy Rules are applicable, 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 Texas without giving effect to the principles of conflicts of law thereof.

## **ARTICLE II. TREATMENT OF UNCLASSIFIED ADMINISTRATIVE AND PRIORITY TAX CLAIMS**

In accordance with Bankruptcy Code § 1123(a)(1), Administrative Claims and Priority Tax Claims have not been classified and thus are excluded from the Classes of Claims set forth in the Plan.

### **A. Allowed Administrative Claims.**

1. General: Subject to the Administrative Claims Bar Date provisions herein and unless otherwise provided for in the Plan or an order of the Bankruptcy Court, each Holder of an Allowed Administrative Claim (except for Professional Fee Claims) shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Administrative Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim, either payment in Cash equal to the unpaid amount of such Allowed Administrative Claim or such other less favorable treatment as to which the

Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Administrative Claim shall have agreed upon in writing. Haynes and Boone, Gibson Dunn, Emmert & Parvin, and Emerald (together, the “Subordinating Professionals”) have agreed to subordinate their right to payment of their Allowed Administrative Claims in excess of the applicable Carve-Out (the “Subordinated Professional Fee Claims”) to other Allowed Administrative Claims and Priority Tax Claims. As more fully described in Article V, the Administrative Claims for expenses identified in the DIP Budget in the amounts identified in the DIP Budget that are not Allowed as of the Effective Date but that are Allowed after the Effective Date may be paid from the Wind-Down Reserve or the proceeds of the Remaining Assets, or, to the extent deemed to be an “Assumed Liability” under the APA, may be sought to be paid by the Purchaser or any other entity liable for such amounts under the TPP Sale Order. Upon payment in full of all Allowed Administrative Claims and Allowed Priority Tax Claims, and upon the establishment of appropriate reserves with respect to any Administrative Claims and Priority Tax Claims that are Disputed, the Subordinating Professionals shall be entitled to share *pari passu* in any subsequent distributions by the Liquidation Trustee and shall each be entitled to payment in full of all Subordinated Professional Fee Claims prior to any payment or Distributions on account of General Unsecured Claims.

2. Payment of Statutory Fees: All fees payable pursuant to 28 U.S.C. § 1930 shall be paid in full in Cash from the Liquidation Trust when due.

3. Administrative Claims Bar Dates and Objection Deadlines:

a. Deadline: Except as otherwise provided in Sections II.A.3 or II.D of the Plan, requests for payment of unpaid Administrative Claims for which no bar date has otherwise been previously established must be included in a motion or application and filed and served on the Post-Confirmation Service List no later than the Administrative Claims Bar Date. Holders of Administrative Claims that are required to file requests for payment of such Administrative Claims and that do not file such requests by the Administrative Claims Bar Date are forever barred from asserting such Administrative Claims against the Debtor, the Liquidation Trust, or their property. Objections to Administrative Claims must be filed and served on the Liquidation Trustee and the Holder of the Administrative Claim that is the subject of such objection no later than the Administrative Claim Objection Deadline.

b. Form: Requests for payment of Administrative Claims included in a Proof of Claim are of no force and effect, and are Disallowed in their entirety as of the Confirmation Date unless such Administrative Claim is subsequently filed by timely motion or application as provided herein. However, to the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), a Proof of Claim filed by such Governmental Unit prior to the applicable bar date set forth in the Plan for filing a request for payment of such Administrative Claim shall fulfill the requirements of this section of the Plan.



c. Professionals: All Professionals shall file and serve on the Post-Confirmation Service List an application for final allowance of any Professional Fee Claim no later than the Professional Fee Claim Bar Date. Objections to Professional Fee Claims must be filed and served on the Liquidation Trustee and the Professional to whose application the objections are addressed no later than the Professional Fee Claim Objection Deadline. Any Professional that does not file an application for final allowance of any Professional Fee Claim by the Professional Fee Claim Bar Date is forever barred from asserting any such Professional Fee Claim against the Debtor, the Liquidation Trust, the Professional Fee Reserve, or their respective property.

d. Fees and Expenses of Liquidation Trustee: The Liquidation Trustee shall be reimbursed for his or her reasonable fees and out-of-pocket expenses (including the reasonable fees and expenses of any professionals employed by the Liquidation Trustee), incurred in connection with services provided to the Liquidation Trust, from the assets of the Liquidation Trust in accordance with the Liquidation Trust Agreement without application to the Bankruptcy Court. Except to the extent otherwise provided in the Liquidation Trust Agreement, any professional fees and reimbursements for expenses incurred by the Liquidation Trustee after the Effective Date may be paid solely from the assets of the Liquidation Trust (excluding the funds in the Wind-Down Reserve and the Professional Fee Reserve) without application to the Bankruptcy Court.

e. Post-Petition Tax Claims: Requests for payment of Post-Petition Tax Claims for which no bar date has otherwise been previously established must be filed on or before the Post-Petition Tax Claim Bar Date. A Holder of any Post-Petition Tax Claim that is required to file a request for payment of such taxes and does not file and serve such request on the Post-Confirmation Service List by the Post-Petition Tax Claim Bar Date is forever barred from asserting any such Post-Petition Tax Claim against the Debtor, the Liquidation Trust, the Reserves, or their respective property, whether any such Post-Petition Tax Claim is deemed to arise prior to, on, or subsequent to the Effective Date. To the extent that the Holder of an Allowed Post-Petition Tax Claim holds a Lien to secure its Post-Petition Tax Claim under applicable state law, the Holder of such Post-Petition Tax Claim shall retain its Lien until its Allowed Post-Petition Tax Claim has been paid in full. Objections to Post-Petition Tax Claims must be filed and served on the Liquidation Trustee, and the Holder of the Post-Petition Tax Claim that is the subject of such objection no later than the Post-Petition Tax Claim Objection Deadline.

4. Governmental Bar Dates:

a. Deadline: Except as otherwise provided in this section of the Plan, the deadline for filing Proofs of Claim by Governmental Units shall be the Governmental Bar Date (March 1, 2017) for all Governmental Units. Governmental Units that are required to file Proofs of Claim and that did not file such Proofs of Claim by the Governmental Bar Date are forever barred from

asserting such Claims against the Debtor, the Liquidation Trust, the Reserves, or their property. Objections to Proofs of Claim of Governmental Units must be filed and served on the Liquidation Trustee and the Governmental Unit that is the subject of such objection no later than the Governmental Unit Claims Bar Date.

b. Form: To the extent a Governmental Unit is not required to file a request for payment of an Administrative Claim pursuant to Bankruptcy Code § 503(b)(1)(D), such Governmental Unit must have filed a Proof of Claim prior to the Governmental Bar Date or such claim is Disallowed as of the Effective Date.

#### **B. Allowed Priority Tax Claims.**

Subject to the Administrative Claims Bar Date provisions herein and unless otherwise provided for in the Plan or an order of the Bankruptcy Court, each Holder of an Allowed Priority Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Tax Claim within ten (10) Business Days after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Liquidation Trustee and the Holder of such Allowed Priority Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Tax Claim or such other less favorable treatment as to which the Debtor or Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Tax Claim shall have agreed upon in writing. As more fully described in Article V, the Priority Tax Claims identified in the DIP Budget in the amounts identified in the DIP Budget that are not Allowed as of the Effective Date but that are Allowed after the Effective Date may be paid from the Wind-Down Reserve or the proceeds of the Remaining Assets, or, to the extent deemed to be an “Assumed Liability” under the APA, may be sought to be paid by the Purchaser or any other entity liable for such amounts under the TPP Sale Order.

#### **C. Reservation of Rights Under Bankruptcy Code § 505.**

For the avoidance of doubt, and without limiting the generality of any similar provision of this Plan, the Debtor and the Estate reserve all rights under Bankruptcy Code § 505, as otherwise applicable, to contest Priority Tax Claims and to seek appropriate determinations under § 505 with respect thereto, all of which rights are transferred under this Plan to the Liquidation Trust.

#### **D. Ordinary Course Liabilities.**

Notwithstanding anything in this Article II to the contrary, unless the Debtor or Liquidation Trustee (as applicable) determines in its business judgment that an Ordinary Course Liability may not constitute an actual, necessary cost and expense of preserving the Estate in accordance with Bankruptcy Code § 503(b) (in which case the Debtor or Liquidation Trustee shall notify the Holder of an Ordinary Course Liability that it must file a motion for payment of Administrative Claim), the Debtor or Liquidation Trustee (as applicable) shall pay each Ordinary Course Liability pursuant to the payment terms and conditions of the particular transaction giving rise to the Ordinary Course Liability. Holders of an Ordinary Course Liability will not be required to file or serve any request for payment of the Ordinary Course Liability unless the

Debtor or Liquidation Trustee has informed such Holder of the requirement to file such a notice or motion in accordance with the foregoing sentence.

**ARTICLE III.  
CLASSIFICATION OF CLAIMS AND INTERESTS**

**A. Classification of Claims and Interests.**

1. Pursuant to Bankruptcy Code § 1122, a Claim or Interest is placed in a particular Class for purposes of voting on the Plan and receiving Distributions under the Plan only to the extent: (i) the Claim or Interest qualifies within the description of that Class; (ii) the Claim or Interest is an Allowed Claim or Allowed Interest in that Class; and (iii) the Claim or Interest has not been paid, released, or otherwise compromised before the Effective Date. In accordance with Bankruptcy Code § 1123(a)(1), all Claims and Interests except Administrative Claims and Priority Tax Claims are classified in the Classes set forth below.

**B. Identification of Classes.**

1. Class 1 – Senior Secured Lender Allowed Claims: Class 1 shall consist of the Senior Secured Lender Allowed Claims.
2. Class 2 – Allowed Other Secured Claims: Class 2 shall consist of all Allowed Other Secured Claims.
3. Class 3 - Allowed Secured Tax Claims: Class 3 shall consist of all Allowed Secured Tax Claims.
4. Class 4 - Allowed Priority Non-Tax Claims: Class 4 shall consist of all Allowed Priority Non-Tax Claims.
5. Class 5 - Allowed General Unsecured Claims: Class 5 shall consist of all Allowed General Unsecured Claims except for Claims placed in Class 5.
6. Class 6 - Interests: Class 6 shall consist of all Interests in the Debtor.

**C. Unimpaired Classes.**

Class 1, Senior Secured Lender Allowed Claims are Unimpaired under the Plan. Holders of Claims in Class 1 are conclusively presumed to have accepted the Plan and are therefore not entitled to vote to accept or reject the Plan.

**D. Impaired, Voting Classes.**

Classes 2-5 are Impaired under the Plan. Under Bankruptcy Code § 1126(a), holders of Claims in Classes 2-5 are entitled to vote to accept or reject the Plan.

### **E. Impaired, Non-Voting Classes.**

Class 6 is Impaired under the Plan. Holders of Interests in Class 6 will not retain their Interests under the Plan, and no Distributions on account of such Interests will be made. Under Bankruptcy Code § 1126(g), Holders of Interests in Class 6 are conclusively presumed to have rejected the Plan, and therefore the Debtor will not solicit their votes.

### **F. Acceptance or Rejection of the Plan.**

1. Voting and Acceptance by Impaired Classes of Claims: Each Impaired, Voting Class is entitled to vote separately to accept or reject the Plan. An Impaired, Voting Class of Claims has accepted the Plan if the Holders of at least two-thirds (2/3) in dollar amount and more than one-half (1/2) in number of the Allowed Claims in such Class actually voting have voted to accept the Plan.
2. Voting of Disputed Claims and Interests: A Holder of a Disputed Claim that has not been temporarily allowed for purposes of voting on the Plan may vote only such Disputed Claim in an amount equal to the portion, if any, of such Claim shown as fixed, liquidated, and undisputed in the Schedules.
3. Cramdown: If the Bankruptcy Court determines that all applicable requirements of Bankruptcy Code § 1129(a) are met with the exception of Bankruptcy Code § 1129(a)(8), the Plan shall be treated as a request by the Debtor for Confirmation of the Plan in accordance with Bankruptcy Code § 1129(b), notwithstanding the failure to satisfy the requirements of Bankruptcy Code § 1129(a)(8), on the basis that the Plan is fair and equitable and does not discriminate unfairly with respect to each Class of Claims or Interests that is impaired under, and has not accepted, the Plan.

### **G. Elimination of Classes for Voting Purposes.**

Any Class as to which there are no Allowed Claims or Interests or as to which no vote is cast shall be deemed deleted from the Plan for purposes of voting on acceptance or rejection of the Plan by such Class under Bankruptcy Code § 1129(a)(8).

### **H. Controversy Concerning Classification, Impairment or Voting Rights.**

In the event a controversy or dispute should arise involving issues related to the classification, impairment or voting rights of any Holder of a Claim or Interest under the Plan, whether before or after the Confirmation Date, the Bankruptcy Court may, after notice and a hearing, determine such controversy. Without limiting the foregoing, the Bankruptcy Court may estimate for voting purposes (i) the amount of any contingent or unliquidated Claim the fixing or liquidation of which, as the case may be, would unduly delay the administration of the Chapter 11 Case and (ii) any right to payment arising from an equitable remedy for breach of performance. In addition, the Bankruptcy Court may, in accordance with Bankruptcy Code § 506(b), conduct valuation hearings to determine the Allowed Amount of any Secured Claim.

**ARTICLE IV.  
TREATMENT OF CLASSIFIED CLAIMS AND INTERESTS**

**A. Treatment of Class 1 – Senior Secured Lenders Claims.**

Pursuant to the TPP Sale Order, the closing of the TPP Sale was deemed a novation of and extinguished any Claim that the Senior Secured Lenders or any of their respective successors and assigns had or may have against the Debtor or the Estate with respect to the DIP Financing Obligations or the Pre-Petition Financing Obligations (each as defined in the TPP Sale Order) in excess of any valid “Credit Bid” (as defined in the TPP Sale Order). The treatment of the Claims of the Senior Secured Lenders’ or any of their respective successors and assigns as provided in the TPP Sale Order is reaffirmed pursuant to this Plan. As more fully provided in Article V, upon payment in full of all unpaid Allowed Claims identified in the DIP Budget up to the amounts identified in the DIP Budget, the Debtor or Liquidation Trustee, as applicable, shall, subject to the Committee’s or Liquidation Trustee’s right (if any) to challenge such obligation under the DIP Order, or the TPP Sale Order, or applicable law (including recoupment or setoff) based on claims or Rights of Action accruing after the entry of the DIP Order or TPP Sale Order, as applicable, promptly transfer any remaining cash held in the Wind-Down Reserve, if any, to the Senior Secured Lenders. The Senior Secured Lenders shall receive no further Distribution under the Plan, and shall have no further Claim, right, Lien or interest in any of the Remaining Assets. Nothing in this Article IV.A shall alter or affect any Rights of Action against the Senior Secured Lenders, the Pre-Petition Secured Lenders, the Purchaser, or any of their respective affiliates, successors, or assigns.

**B. Treatment of Class 2 – Allowed Other Secured Claims.**

If there is more than one Allowed Other Secured Claim, then each Allowed Other Secured Claim shall be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Other Secured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Other Secured Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the date such Allowed Other Secured Claim becomes due and owing in the ordinary course of business, and (d) such date as is mutually agreed upon by the Debtor or the Liquidation Trustees (as applicable) and the Holder of such Allowed Other Secured Claim either: (a) at the sole discretion of the Debtor or the Liquidation Trustee (as applicable) (i) Cash equal to the unpaid portion of such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim required to be paid pursuant to Bankruptcy Code § 506(b), or (ii) reinstatement of the legal, equitable, and contractual rights of the Holder of such Allowed Other Secured Claim; or (b) such other treatment as may be agreed to by the Debtors and the Holder of such Allowed Other Secured Claim in writing.

**C. Treatment of Class 3 - Allowed Secured Tax Claims.**

If there is more than one Allowed Secured Tax Claim, each separate Allowed Secured Tax Claim will be classified in a separate sub-Class. Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Secured Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Secured

Tax Claim as soon as reasonably practicable after the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim, either Cash equal to the unpaid amount of such Allowed Secured Tax Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Secured Tax Claim shall have agreed upon in writing. Each Holder of a Secured Tax Claim shall retain its Liens on applicable collateral to the same extent and priority previously held, notwithstanding the transfer of such collateral into the Liquidation Trust, until either (i) its Secured Claim has been Allowed and treated in accordance with this provision of the Plan, or (ii) its Secured Claim has been Disallowed. The Holder of an Allowed Secured Tax Claim shall not be entitled to foreclose such Lien absent further order of the Bankruptcy Court.

#### **D. Treatment of Class 4 - Allowed Priority Non-Tax Claims.**

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed Priority Non-Tax Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed Priority Non-Tax Claim on the later of (a) the Effective Date, (b) the Allowance Date, and (c) such date as is mutually agreed upon by the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim, either Cash equal to the unpaid amount of such Allowed Priority Non-Tax Claim or such other less favorable treatment as to which the Debtor or the Liquidation Trustee (as applicable) and the Holder of such Allowed Priority Non-Tax Claim shall have agreed upon in writing. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims in full, Holders of Allowed Claims entitled to priority under Bankruptcy Code §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) shall be paid in full in Cash before Distributions are made to Holders of Allowed Claims entitled to priority under other subsections of § 507. In the event that there is insufficient Cash to pay all Allowed Class 4 Claims entitled to priority under a section of the Bankruptcy Code other than §§ 507(a)(4), (a)(5), (a)(6), and (a)(7) in full, the Holders of such Claims will receive a Pro Rata Share of the available Cash. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions until all Priority Non-Tax Claims have been paid in full.

#### **E. Treatment of Class 5 - Allowed General Unsecured Claims.**

Unless otherwise provided for pursuant to an order of the Bankruptcy Court, each Holder of an Allowed General Unsecured Claim shall receive in full satisfaction, settlement, release, and discharge of and in exchange for such Allowed General Unsecured Claim, a beneficial interest in the Liquidation Trust as set forth in Article V hereof entitling such Holder to receive on account of such Claim, such Holder's Pro Rata Share of any Cash Distribution from the Liquidation Trust to Holders of Allowed General Unsecured Claims in accordance with Article V of this Plan, on or as soon as practicable after the later of (a) the Effective Date, (b) the Allowance Date, (c) the initial Distribution Date and on each periodic Distribution Date thereafter, (d) the date on which all estimated Allowed Claims in Classes 1, 2, 3, and 4 have been paid in accordance with applicable provisions of the Plan (unless (i) sufficient reserves exist, as determined by the Liquidation Trustee in his or her business judgment, to ensure payment in full of all such estimated Allowed Claims or (ii) with respect to any Secured Claim, the Holder of such Secured Claim does not have a Lien on the assets anticipated to be distributed), and (e) such date as is



mutually agreed upon by the Liquidation Trustee and the Holder of an Allowed General Unsecured Claim. For the avoidance of doubt, Holders of Allowed General Unsecured Claims shall not receive any Distributions unless and until all Allowed Secured Claims, Allowed Administrative Claims (including Allowed Professional Fee Claims), Allowed Secured and Priority Tax Claims and Allowed Priority Non-Tax Claims have been paid in full as provided in the Plan. Each Holder of Allowed General Unsecured Claims shall receive such Distributions in accordance with the provisions set forth in Article V. Notwithstanding the foregoing, the Holder of an Allowed General Unsecured Claim may receive such other less favorable treatment as may be agreed to by such Holder and the Liquidation Trustee.

**F. Treatment of Class 6 – Interests.**

On the Effective Date, all Interests in Class 6 shall be canceled and extinguished and Interest Holders shall not be entitled to receive any Distributions on account of such Interests.

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

**A. Cancellation of Interests and Dissolution of Debtor.**

On the Effective Date, except as otherwise specifically provided for in the Plan: (i) all Interests in the Debtor shall be canceled; (ii) the obligations of, Claims against, and Interests in the Debtor arising under, evidenced by, or relating to any agreements, contracts, indentures, certificates of designation, bylaws, certificates or articles of incorporation, or similar documents in each case governing the Interests shall be released and discharged; and (iii) the Debtor shall be deemed dissolved without further action by the Liquidation Trustee. The Liquidation Trustee may, in his or her discretion, file all necessary certificates of dissolution and take any other actions necessary or appropriate to reflect the dissolution of the Debtor under applicable state law. All applicable regulatory or governmental agencies shall accept any certificates of dissolution or other papers filed by the Liquidation Trustee on behalf of the Debtor and shall take all steps necessary to allow and reflect the prompt dissolution of the Debtor as provided herein, without the payment of any fee, tax, or charge and without need for the filing of reports or certificates, except as the Liquidation Trustee may determine in his or her sole discretion.

**B. The Debtor’s Assets.**

The Debtor’s assets include: (i) all Rights of Action, including Avoidance Actions, and the proceeds thereof, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan; (ii) the remaining Wind-Down Cash; and (iii) the Remaining Assets.

**C. Pre-Effective Date Payments**

On or Prior to the Effective Date, the Debtor shall pay with the Wind-Down Cash all unpaid Professional Fee Claims up to the amount of the applicable Carve-Out, other Administrative Claims, Secured and Priority Tax Claims, Priority Non-Tax Claims, and Ordinary Course Liabilities to the extent all such Claims are consistent with the DIP Budget and have become Allowed Claims on or prior to the Effective Date.



#### **D. Corporate Action.**

The entry of the Confirmation Order shall constitute authorization for the Debtor and Liquidation Trustee (as applicable) to take or cause to be taken all corporate actions necessary or appropriate to implement all provisions of, and to consummate, the Plan prior to, on and after the Effective Date and all such actions taken or caused to be taken shall be deemed to have been authorized and approved by the Bankruptcy Court without further approval, act or action under any applicable law, order, rule or regulation, including, without limitation, any action required by the Interest holders, officers, or directors of the Debtor, including, among other things: (1) the cancellation of the Interests in the Debtor; (2) all transfers of assets that are to occur pursuant to the Plan; (3) the incurrence of all obligations contemplated by the Plan and the making of Distributions; and (4) the implementation of all settlements and compromises as set forth in or contemplated by the Plan. As of the Effective Date, the Liquidation Trustee is authorized and directed to do all things and to execute and deliver all agreements, documents, instruments, notices and certificates as are contemplated by the Plan and to take all necessary actions required in connection therewith, in the name of and on behalf of the Debtor and the Liquidation Trustee (as applicable).

#### **E. Liquidation Trust.**

1. Creation of the Liquidation Trust and Appointment of the Liquidation Trustee: On the Effective Date, the Liquidation Trust shall be created pursuant to the Liquidation Trust Agreement. The Liquidation Trust shall operate under the provisions of the Liquidation Trust Agreement. The Liquidation Trust shall be administered by the the Liquidation Trustee, who shall be overseen by the Liquidation Trust Committee. The Liquidation Trust Committee and the Liquidation Trustee shall be appointed as of the Effective Date and shall be compensated and otherwise bound by the terms of the Liquidation Trust Agreement without further order of the Bankruptcy Court. The Plan will be administered and actions will be taken in the name of the Debtor or Liquidation Trust, as appropriate, through the Liquidation Trustee, irrespective of whether the Debtor has been dissolved. The Liquidation Trust Agreement shall be deemed approved and effective on the Effective Date subject to execution by the Liquidation Trustee and the Debtor. The identity of the Liquidation Trustee and the Liquidation Trust Committee and a form of Liquidation Trust Agreement will be included in the Plan Supplement.
2. Property of the Liquidation Trust: On the Effective Date, the Debtor and Estate shall be deemed to have transferred and/or assigned to the Liquidation Trustee for administration through the Liquidation Trust any and all assets of the Debtor and the Estate as of the Effective Date, including, without limitation and except as otherwise provided in the Plan, (i) all Rights of Action, including Avoidance Actions, and the proceeds thereof, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan; (ii) the remaining Wind-Down Cash; (iii) the Remaining Assets; and (iv) attorney-client, work-product and all other privileges. Notwithstanding anything to the contrary herein, and the Wind-Down Cash may only be used to pay Allowed Claims consistent with the DIP Budget.

3. Creation of Reserves: On the Effective Date the Debtor or Liquidation Trustee (as applicable) shall establish the reserves as more fully described below. Notwithstanding any contrary provision contained herein (other than the requirements for segregation of undeliverable distributions set forth in Article VIII below), the Liquidation Trustee shall not be obligated to physically segregate and maintain separate accounts for reserves or for other purposes. Separate reserves and funds may be merely bookkeeping entries or accounting methodologies, which may be revised from time to time, to enable the Liquidation Trustee to determine Cash available for Distributions, reserves and amounts to be paid to parties-in-interest.

a. The Wind-Down Reserve: On the Effective Date, the Debtor or Liquidation Trustee (as applicable) shall establish the Wind-Down Reserve which shall consist of all remaining Wind-Down Cash (except the cash deposited in the Professional Fee Reserve as described below). Amounts held in the Wind-Down Reserve may be used only to pay unpaid Allowed Administrative Claims, Allowed Secured Claims, Ordinary Course Liabilities, Allowed Secured and Priority Tax Claims, and U.S. Trustee fees identified in the DIP Budget and only up to the amounts identified in the DIP Budget. Upon the payment of all Allowed Administrative Claims, Allowed Secured Claims, Ordinary Course Liabilities, Allowed Secured and Priority Tax Claims, and U.S. Trustee fees up to the amounts identified in the DIP Budget, any remaining amounts in the Wind-Down Reserve shall, subject to the Debtor's, the Committee's, or the Liquidation Trustee's (as applicable) right to challenge such obligation under the DIP Order or the TPP Sale Order, be transferred to the Senior Secured Lenders in accordance to the applicable provisions of the Plan.

b. Professional Fee Reserve: On the Effective Date, to the extent that any Estate Professional has not received the full amount permitted under the applicable Carve-Out, the Liquidation Trustee will establish the Professional Fee Reserve in an amount sufficient to fund any such unpaid Carve-Out amounts. After all Allowed Administrative Claims (including Allowed Professional Fee Claims), Allowed Secured and Priority Tax Claims and Allowed Priority Non-Tax Claims have been paid in full, any excess cash obtained by the Liquidation Trust (exclusive of cash placed in the Liquidating Trust Reserve) shall be placed in the Professional Fee Reserve. The Professional Fee Reserve shall be used first for distributions to Holders of Allowed Professional Fee Claims consistent with the Carve-Out amounts in the DIP Budget. Distributions from the Professional Fee Reserve shall be made by the Liquidation Trustee. After the payment in full of the Carve-Out amounts any unused portion of the Professional Fee Reserve shall be allocated to pay down any unpaid Allowed Professional Fee Claims of Professionals that are not Subordinating Professionals. After the payment in full of the Carve-Out amounts and the Allowed Professional Fee Claims of Professionals that are not Subordinating Professionals, any unused portion of the Professional Fee Reserve shall be allocated to pay down any remaining unpaid Subordinated Professional Fee Claims on a pro-rata basis. Within ten (10) days after all Allowed Professional Fee Claims, including Subordinated Professional Fee Claims, have been paid in full, the Liquidation Trustee shall transfer any

unused portion of the Professional Fee Reserve to the general account of the Liquidation Trust to be administered in accordance with the applicable provisions of the Liquidation Trust Agreement and the Plan.

4. Officers, Directors, and Shareholders:

a. Directors, Officers, and Employees: On the Effective Date, the authority, power and incumbency of Stuart Noyes, as chief restructuring officer of the Debtor shall be terminated and cease and Stuart Noyes shall be deemed to have resigned. In addition, on the Effective Date, the authority, power and incumbency of all other directors and officers of the Debtor shall be terminated and cease and all other directors and officers shall be deemed to have resigned.

b. Succession by Liquidation Trustee: On the Effective Date, the Liquidation Trustee succeeds to such powers as would have been applicable to the Debtor's officers, directors and shareholders.

5. Liquidation Trustee: The salient terms of the Liquidation Trustee's employment, including the Liquidation Trustee's duties and compensation, to the extent not set forth in the Plan, shall be set forth in the Liquidation Trust Agreement, including but not limited to the Liquidation Trust Committee's oversight of the Liquidation Trustee's exercise of its responsibilities and powers. In general, the Liquidation Trustee shall be the exclusive trustee of the Liquidation Trust for the purposes of 31 U.S.C. § 3713(b) and 26 U.S.C. § 6012(b)(3), as well as the representative of the Estate appointed pursuant to Bankruptcy Code § 1123(b)(3)(B). The Liquidation Trustee and the Liquidation Trust Committee shall have fiduciary duties to beneficiaries of the Liquidation Trust in the same manner that members of an official committee of creditors appointed pursuant to Bankruptcy Code § 1102 have fiduciary duties to the creditor constituents represented by such a committee. The Liquidation Trust Agreement shall specify the terms and conditions of the Liquidation Trustee's and Liquidation Trust Committee's compensation, responsibilities and powers. The duties and powers of the Liquidation Trustee shall generally include, without limitation, the following:<sup>1</sup>

a. To exercise all power and authority, that may be or could have been exercised, commence all proceedings that may be or could have been commenced and take all actions that may be or could have been taken by any officer, director or shareholder of the Debtor with like effect as if authorized, exercised and taken by unanimous action of such officers, directors and shareholders; including, without limitation, amendment of the articles of organization and by-laws of the Debtor, the dissolution of the Debtor, and the assertion or waiver of any of the Debtor's attorney/client privilege;

b. To maintain escrows and other accounts, make Distributions and take other actions consistent with the Plan and the implementation thereof, including the establishment, re-evaluation, adjustment and maintenance of appropriate

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<sup>1</sup> In the case of a conflict between the Liquidation Trust Agreement and the Plan, the Liquidation Trust Agreement shall control.

reserves, in the name of either of the Debtor or the Liquidation Trustee, even in the event of the dissolution of the Debtor;

c. Subject to the applicable provisions of the Plan, to collect and liquidate all assets of the Estate and the Liquidation Trust pursuant to the Plan and to administer the winding-up of the affairs of the Debtor;

d. To object to, defend, compromise, and/or settle any Claims (Disputed or otherwise) as discussed in Article VII hereof without the necessity of approval of the Bankruptcy Court and/or to seek Court approval for any Claims settlement to the extent thought appropriate by the Liquidation Trustee or to the extent such approval is required by prior order of the Bankruptcy Court;

e. To the extent ordered by the Bankruptcy Court, to defend, compromise and/or settle any Rights of Action transferred to the Liquidation Trust in this Plan by filing a notice of compromise and settlement with the Bankruptcy Court, which shall be deemed approved if no objection is filed within twenty-one (21) days after the date of filing, and which shall be subject to approval of the Bankruptcy Court to the extent an objection is filed;

f. To make decisions, without further Court approval, regarding the retention or engagement of professionals, employees and consultants by the Liquidation Trust and to pay the charges incurred by the Liquidation Trust on or after the Effective Date for services of professionals, disbursements, expenses or related support services relating to the winding down of the Debtor and implementation of the Plan, without application to the Bankruptcy Court, with such charges to be paid solely from the Liquidation Trust Assets (excluding the funds in the Wind-Down Reserve and the Professional Fee Reserve);

g. To cause, on behalf of the Liquidation Trust, the Debtor and the Estate, that all necessary tax returns and all other appropriate or necessary documents related to municipal, state, federal or other tax law are prepared and filed timely;

h. To make all Distributions to holders of Allowed Claims provided for or contemplated by the Plan;

i. To invest Cash in accordance with Bankruptcy Code § 345 or as otherwise permitted by a Final Order of the Bankruptcy Court and as deemed appropriate by the Liquidation Trustee;

j. To collect any accounts receivable or other claims and assets of the Debtor or the Estate not otherwise validly disposed of pursuant to the Plan, the APA and/or the Sale Order;

k. To enter into any agreement or execute any document required by or consistent with the Plan and perform all of the obligations of the Debtor or the Liquidation Trustee thereunder;

- l. To abandon in any commercially reasonable manner, including abandonment or donation to a charitable organization at the discretion of the Liquidation Trustee, any assets that the Liquidation Trustee concludes are of inconsequential benefit to Creditors of the Estate or, at the conclusion of the Chapter 11 Case, are determined to be too impractical to distribute;
- m. To investigate, prosecute and/or settle Rights of Action, including, but not limited to Avoidance Actions, participate in or initiate any proceeding before the Bankruptcy Court or any other court of appropriate jurisdiction, participate as a party or otherwise in any administrative, arbitral or other non-judicial proceeding, litigate or settle such Rights of Action on behalf of the Liquidation Trust and pursue to settlement or judgment such actions;
- n. To utilize trust assets to purchase or create and carry all appropriate new insurance policies and pay all insurance premiums and costs it deems necessary or advisable to insure the acts and omissions of the Liquidation Trustee;
- o. To implement and/or enforce all provisions of the Plan;
- p. To maintain appropriate books and records (including financial books and records);
- q. To collect and liquidate all assets of the Estate pursuant to the Plan and administer the winding-up of the affairs of the Debtor including, but not limited to, closing the Chapter 11 Case;
- r. To pay fees incurred pursuant to 28 U.S.C. § 1930(a)(6) and to file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports until such time as such reports are no longer required, a Final Decree is entered closing the Chapter 11 Case or the Chapter 11 Case is converted or dismissed, or the Bankruptcy Court orders otherwise;
- s. To file with the Bankruptcy Court and serve upon the Post-Confirmation Service List, within twenty-five (25) days after the end of each quarter, a report setting forth: (i) the receipt and disposition by the Liquidation Trustee of property of the Estate or the Debtor during the prior quarter, including the disposition of funds in the Liquidation Trust; (ii) all Disputed Claims resolved by the Liquidation Trustee during such period; and (iii) the status of Rights of Action; and
- t. To do all other acts or things consistent with the provisions of the Plan that the Liquidation Trustee deems reasonably necessary or desirable with respect to implementing the Plan.

6. Resignation, Death, or Removal of the Liquidation Trustee or Members of the Liquidation Trust Committee: The Liquidation Trustee or the members of the Liquidation Trust Committee may resign at any time upon thirty (30) days' written notice to the Post-Confirmation Service List provided that successors to the Liquidation Trustee

or the Liquidation Trust Committee are appointed pursuant to the Liquidation Trust Agreement. No successor Liquidation Trustee member of the Liquidation Trust Committee shall in any event have any liability or responsibility for the acts or omissions of any of his or her predecessors. Every successor Liquidation Trustee or member of the Liquidation Trust Committee shall execute, acknowledge and file with the Bankruptcy Court and deliver to the Post-Confirmation Service List an instrument in writing accepting such appointment hereunder, and thereupon such successor Liquidation Trustee or member of the Liquidation Trust Committee, without any further act, shall become fully vested with all of the rights, powers, duties and obligations of his or her predecessor.

7. Exculpation of the Liquidation Trustee and Liquidation Trust Committee: **FROM AND AFTER THE EFFECTIVE DATE, THE LIQUIDATION TRUSTEE AND ITS PROFESSIONALS AND THE MEMBERS OF THE LIQUIDATION TRUST COMMITTEE SHALL BE EXCULPATED BY THE ESTATE AND ALL HOLDERS OF CLAIMS OR INTERESTS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND ASSERTIONS OF LIABILITY ARISING OUT OF THEIR PERFORMANCE OF THE DUTIES CONFERRED UPON THEM BY THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR ANY ORDERS OF THE BANKRUPTCY COURT, EXCEPT TO THE EXTENT AN ACT CONSTITUTES BAD FAITH, GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD. NO HOLDER OF A CLAIM OR INTEREST OR REPRESENTATIVE THEREOF SHALL HAVE OR PURSUE ANY CLAIM OR CAUSE OF ACTION AGAINST THE LIQUIDATION TRUSTEE, ITS PROFESSIONALS, OR THE MEMBERS OF THE LIQUIDATION TRUST COMMITTEE FOR TAKING ANY ACTION IN ACCORDANCE WITH THE PLAN, THE LIQUIDATION TRUST AGREEMENT, OR TO IMPLEMENT THE PROVISIONS OF THE PLAN OR ANY ORDER OF THE BANKRUPTCY COURT. NOTHING IN THIS PROVISION SHALL BE DEEMED TO ALTER THE PROVISIONS OF THE LIQUIDATION TRUST AGREEMENT.**

8. Injunction: **EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN AND EXCEPT IN CONNECTION WITH THE ENFORCEMENT OF THE TERMS OF THIS PLAN OR ANY DOCUMENTS PROVIDED FOR UNDER THIS PLAN, ALL ENTITIES THAT HAVE, HOLD, OR MAY HOLD CLAIMS AGAINST OR INTERESTS IN THE DEBTOR OR THE ESTATE THAT AROSE PRIOR TO THE EFFECTIVE DATE ARE PERMANENTLY ENJOINED FROM: (I) COMMENCING OR CONTINUING IN ANY MANNER, DIRECTLY OR INDIRECTLY, ANY ACTION OR OTHER PROCEEDING OF ANY KIND AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST COMMITTEE, LIQUIDATION TRUST, AND THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST, INCLUDING BUT NOT LIMITED TO THE ENFORCEMENT, ATTACHMENT, COLLECTION OR RECOVERY BY ANY MANNER OR MEANS, DIRECTLY OR INDIRECTLY, OF ANY JUDGMENT, AWARD, DECREE, OR ORDER AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST, OR THE ESTATE, OR ANY PROPERTY**



**OF THE LIQUIDATION TRUST OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST, (II) CREATING, PERFECTING OR ENFORCING, DIRECTLY OR INDIRECTLY, ANY LIEN OR ENCUMBRANCE OF ANY KIND AGAINST THE LIQUIDATION TRUSTEE, LIQUIDATION TRUST OR THE ESTATE, OR ANY PROPERTY OF THE DEBTOR, THE LIQUIDATION TRUST OR THE ESTATE, WITH RESPECT TO ANY SUCH CLAIM OR INTEREST; OR (III) TAKING ANY ACTION, IN ANY MANNER, IN ANY PLACE WHATSOEVER, THAT DOES NOT CONFORM TO OR COMPLY WITH THE PROVISIONS OF THE PLAN WITH RESPECT TO SUCH CLAIM OR INTEREST.**

9. Reliance by the Liquidation Trustee: The Liquidation Trustee and Liquidation Trust Committee may rely, and shall be fully protected in acting or refraining from acting, upon any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order or other instrument or document which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties, and the Liquidation Trustee and Liquidation Trust Committee may conclusively rely as to the truth of the statements and correctness of the opinions expressed therein.

10. Tax Treatment of Liquidation Trust: The Debtor intends that the Liquidation Trust will be treated as a “liquidating trust” within the meaning of Section 301.7701-4(d) of the Treasury Regulations. Accordingly, the Liquidation Trustee shall, in an expeditious but orderly manner, liquidate and convert to Cash any non-Cash assets, make timely distributions to the beneficiaries of the Liquidation Trust, and not unduly prolong its duration. The transfer of the Debtor’s and the Estate’s remaining assets to the Liquidation Trust shall be treated as a transfer to the beneficiaries of the Liquidation Trust for all purposes of the Internal Revenue Code (e.g., sections 61(a)(12), 483, 1001, 1012 and 1274) followed by a deemed transfer by such beneficiaries to the Liquidation Trust. The Liquidation Trust shall be considered a “grantor” trust, and the beneficiaries of the Liquidation Trust shall be treated as the grantors and deemed owners of the Liquidation Trust. To the extent valuation of the transferred property to the Liquidation Trust is required under applicable law, the Liquidation Trustee shall value the transferred property and notify in writing the beneficiaries of the Liquidation Trust of such valuations. The assets transferred to the Liquidation Trust shall be valued consistently by the Liquidation Trustee and the Trust beneficiaries, and these valuations will be used for all federal income tax purposes.

11. Liquidation Trust Interests: Liquidation Trust Interests shall not be represented by certificates and shall be transferable subject, as applicable, to Bankruptcy Rule 3001(e) and any other provision of law.

12. Costs of Liquidation Trust: The Liquidation Trustee shall pay Plan administration costs, costs of holding and liquidating any non-Cash property, and costs of prosecution of any and all Rights of Action held by the Liquidation Trust, including but not limited to taxes and professional fees, from the funds in the Liquidation Trust, excluding funds in the Wind-Down Reserve and the Professional Fee Reserve.



13. Distributions: Distributions to Holders of Allowed General Unsecured Claims shall be made at the discretion of the Liquidation Trustee through the exercise of its business judgment. After the payment in full of all Allowed Administrative Claims, Allowed Professional Fee Claims, Allowed Secured and Priority Tax Claims, Allowed Priority Non-Tax Claims, and Allowed Secured Claims, any remaining cash shall be distributed to the holders of Allowed General Unsecured Claims as more fully described in Article VIII of the Plan.

**ARTICLE VI.**  
**TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**A. Rejection of Executory Contracts and Unexpired Leases.**

Except as otherwise provided in the Confirmation Order, unless rejected or assumed by prior order of the Bankruptcy Court, each Executory Contract and Unexpired Lease shall be rejected as of the Confirmation Date (which rejection shall be effective on the Effective Date), and such rejected Executory Contracts and Unexpired Leases shall no longer represent binding obligations of the Debtor or the Liquidation Trust after the Effective Date. Entry of the Confirmation Order shall constitute approval of such rejections under Bankruptcy Code §§ 365 and 1123.

**B. Rejection Claim Bar Date.**

Any Claim arising out of the rejection of an Executory Contract or Unexpired Lease pursuant to the Confirmation Order or prior order of the Bankruptcy Court must be filed with the Bankruptcy Court on or before the Rejection Claim Bar Date, and must be served on the Liquidation Trustee and his/her counsel, if the Liquidation Trustee has retained counsel. Any such Claims not filed by the Rejection Claim Bar Date are discharged and forever barred. Each Allowed Claim arising from the rejection of an Executory Contract shall be treated as an Allowed General Unsecured Claim. The Bankruptcy Court shall determine the amount, if any, of the Claim of any Entity seeking damages by reason of the rejection of any Executory Contract or Unexpired Lease.

**C. Reservation of Rights.**

Neither the exclusion nor inclusion of any contract or lease by the Debtor on its Schedules, nor anything contained in the Plan, will constitute an admission by the Debtor or the Liquidation Trust that any such contract or lease is or is not in fact an Executory Contract or Unexpired Lease or that the Debtor or the Liquidation Trustee has any liability under any such contract or lease. Nothing in the Plan will waive, excuse, limit, diminish, or otherwise alter any of the defenses, Claims, Rights of Action, or other rights of the Debtor or the Liquidation Trust under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease. Nothing in the Plan will increase, augment, or add to any of the duties, obligations, responsibilities, or liabilities of the Debtor or the Liquidation Trustee under any Executory Contract or non-Executory Contract or any Unexpired Lease or expired lease.

**ARTICLE VII.  
OBJECTIONS TO AND PROCEDURES FOR  
RESOLVING DISPUTES REGARDING CLAIMS AND INTERESTS**

**A. Objections to Claims and Interests.**

Unless otherwise provided herein or as otherwise ordered by the Bankruptcy Court after notice and a hearing, objections to Claims shall be filed with the Bankruptcy Court and served upon the Holders of each of the Claims to which objections are made as soon as practicable, but in no event later than one hundred eighty (180) days after the Effective Date. Further extensions to the deadline to object to Claims may be granted by the Bankruptcy Court upon motion of the Liquidation Trustee upon notice and a hearing. The fact that a Claim has not been objected to prior to the Confirmation Hearing or solicitation on the Plan should not be deemed by any Holder of a Claim, whether the Claim arises from a Proof of Claim, the Schedules, or a motion with the Bankruptcy Court, to be a determination by the Debtor that such Claim is an Allowed Claim. The Debtor, or the Liquidation Trustee, or any other person or entity with standing, as applicable, may object to any Claim for which the applicable objection deadline has not passed, including with respect to Claims that arise from the Debtor's Schedules.

**B. Claims Filed After Objection Deadline.**

Following the Proof of Claim Bar Date, no proofs of claim may be filed in the Chapter 11 Case without prior authorization of the Bankruptcy Court and any such proof of claim which is filed without such authorization shall be deemed null, void and of no force or effect. Except as otherwise provided in the Plan, following the Confirmation Date, a Claim may not be amended unless such amendment results in a decrease of the amount of the Claim, the change in priority of the Claim to a lower priority under the Bankruptcy Code, or the withdrawal of the Claim, and any such unauthorized amendment shall be deemed null, void and of no force or effect. Claims filed or identified in the Schedules may be amended or reconsidered only as provided in the Bankruptcy Code and Bankruptcy Rules, except that Claims filed or identified in the Schedules may be objected to by following the same procedures for objecting to Proofs of Claim as provided in the Bankruptcy Code, the Bankruptcy Rules, or the Plan.

**C. Claims Listed as Contingent, Unliquidated, or Disputed in Schedules.**

**ANY CLAIM THAT HAS BEEN OR IS HEREAFTER LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, AND FOR WHICH NO PROOF OF CLAIM HAS BEEN TIMELY FILED IS CONSIDERED DISALLOWED ON THE EFFECTIVE DATE WITHOUT FURTHER ACTION BY THE DEBTOR OR THE LIQUIDATION TRUSTEE AND WITHOUT ANY FURTHER NOTICE TO OR ACTION, ORDER, OR APPROVAL OF THE BANKRUPTCY COURT. THE FACT THAT A CLAIM HAS NOT BEEN LISTED IN THE SCHEDULES AS CONTINGENT, UNLIQUIDATED OR DISPUTED, SHOULD NOT BE DEEMED AS A FINAL DETERMINATION BY THE DEBTOR OR ITS PROFESSIONALS THAT SUCH CLAIM IS A VALID CLAIM. UNTIL THE APPLICABLE DEADLINE FOR OBJECTING TO CLAIMS HAS PASSED, OR UNTIL SUCH TIME AS A FINAL ORDER OF THE BANKRUPTCY COURT HAS BEEN ENTERED ALLOWING A**

**CLAIM, THE DEBTOR, THE LIQUIDATION TRUSTEE, OR ANY OTHER PERSON OR ENTITY WITH STANDING MAY OBJECT TO ANY SUCH CLAIMS.**

**D. Retention of Claims and Defenses.**

After the Effective Date, except as released in the Plan or by Bankruptcy Court order, the Liquidation Trustee shall have and retain any and all rights and defenses the Debtor had with respect to any Claims and Rights of Action immediately prior to the Effective Date.

**E. Claims Administration Responsibilities.**

Except as otherwise specifically provided in the Plan, after the Effective Date, the Liquidation Trustee shall have the authority: (1) to file, withdraw, or litigate to judgment any objections to Claims; (2) to settle or compromise any Disputed Claim without any further notice to or action, order, or approval by the Bankruptcy Court; and (3) to administer and adjust the Claims Register to reflect any such settlements or compromises without any further notice to or action, order, or approval by the Bankruptcy Court.

**F. Adjustment to Claims Without Objection.**

Any Claim that has been paid or satisfied or any Claim that has been amended or superseded may be adjusted for Distribution purposes by the Liquidation Trustee without any further notice to or action, order, or approval of the Bankruptcy Court.

**G. Disallowance of Claims or Interests.**

Any Claims held by Entities from which property is recoverable under Bankruptcy Code §§ 542, 543, 550, or 553 or that is a transferee of a transfer avoidable under Bankruptcy Code §§ 522(f), 522(h), 544, 545, 547, 548, 549, or 724(a), shall be deemed Disallowed pursuant to Bankruptcy Code § 502(d), and Holders of such Claims may not receive any Distributions on account of such Claims until such time as such Rights of Action against that Entity have been settled or a Bankruptcy Court order with respect thereto has been entered and all sums due, if any, to the Estate by that Entity have been turned over or paid to the Liquidation Trustee.

**H. Offer of Judgment.**

The Liquidation Trustee is authorized to serve upon a Holder of a Claim an offer to allow judgment to be taken on account of such Holder's Claim, and, pursuant to Bankruptcy Rules 7068 and 9014, Federal Rule of Civil Procedure 68 shall apply to such offer of judgment. To the extent the Holder of a Claim must pay the costs incurred by the Liquidation Trustee after the Liquidation Trustee makes such offer, the Liquidation Trustee is entitled to set off such amounts against the amount of any distribution to be paid to such Holder without any further notice to or action, order, or approval of the Bankruptcy Court.

**I. Limitation on Setoff.**

In no event shall any Holder of Claims or Interests be entitled to setoff any Claim or Interest against any Claim, right, or cause of action of the Debtor or Liquidation Trustee, as

applicable, unless such Holder has filed a motion with the Bankruptcy Court requesting the authority to perform such setoff on or before Confirmation, and notwithstanding any indication in any Proof of Claim or Interest or otherwise that such Holder asserts, has, or intends to preserve any right of setoff pursuant to Bankruptcy Code § 553 or otherwise.

**ARTICLE VIII.  
PROVISIONS GOVERNING DISTRIBUTIONS  
OF PROPERTY UNDER THE PLAN**

**A. General.**

Except as otherwise specified herein, the Liquidation Trustee shall make all Distributions required under the Plan.

**B. Delivery of Distributions.**

Subject to Bankruptcy Rule 9010, Distributions to Holders of Allowed Claims will be made by mail (1) at the address of each such Holder as set forth on the Proof of Claim filed by such Holder, (2) at the address set forth in any written notice of address change delivered after the date of any related Proof of Claim to the Liquidation Trustee, or (3) at the address reflected in the Schedules filed by the Debtor if no Proof of Claim is filed and the Liquidation Trustee has not received a written notice of address change.

If any Distribution to the Holder of an Allowed Claim is returned as undeliverable, the Liquidation Trustee shall use reasonable efforts to determine such Holder's then-current address. After reasonable efforts, if the Liquidation Trustee still cannot determine such Holder's then-current address, no further Distributions shall be made to such Holder unless and until the Liquidation Trustee is notified of such Holder's then-current address.

Undeliverable distributions shall be set aside and held in a segregated account in the name of the Liquidation Trustee. If the Liquidation Trustee is able to determine or is notified of such Holder's then-current address, then such Distribution shall be paid or distributed to such Holder within ten (10) Business Days of the date the Liquidation Trustee determines the Holder's then-current address. If the Liquidation Trustee cannot determine, or is not notified of, a Holder's then-current address by the later of three (3) months after the Distribution Date or three (3) months after the date of the first Distribution to such Holder, the Distribution reserved for such Holder shall be deemed an unclaimed Distribution to which section D of this Article shall apply.

**C. Rounding of Fractional Distributions.**

Notwithstanding any other provision of the Plan, the Liquidation Trustee shall not be required to make any Distributions or payment of fractional cents. Whenever any payment of Cash of a fraction of a cent would otherwise be required under the Plan, the actual payment may reflect a rounding of such fraction (up or down) to the nearest whole cent, with half cents or less being rounded down.

**D. Unclaimed Distributions.**

If the current address of a Holder of an Allowed Claim entitled to a Distribution has not been determined by the later of three (3) months after the Distribution Date or three (3) months after the date of the first Distribution to such Holder, then such Holder shall be deemed to have released such Allowed Claim. If such Holder was entitled to a pro-rata Distribution as a Holder of an Allowed Claim, then that Holder's Distribution(s) shall revert back to the Liquidation Trust to be further administered pursuant to the provisions of the Plan.

**E. Uncashed Checks.**

Checks issued in respect of Allowed Claims will be null and void if not negotiated within ninety days after the date of issuance thereof. In no event shall any funds escheat to a Governmental Unit.

**F. Compliance with Tax Requirements.**

In connection with the Plan and to the extent applicable, the Liquidation Trustee shall comply with all withholding and reporting requirements imposed on it by any Governmental Unit, and all Distributions pursuant to the Plan shall be subject to such withholding and reporting requirements.

**G. De Minimis Distributions.**

Ratable Distributions to Holders of Allowed Claims will not be made if such Distribution will result in a Distribution amount of less than \$10.00.

**H. Disputed Distribution Reserve.**

Prior to making any Distribution on account of a General Unsecured Claim under the Plan, the Liquidation Trustee shall establish a Disputed Distribution Reserve into which the Distributions on account of a Disputed General Unsecured Claim shall be deposited. If a Distribution has been made, upon either (i) agreement of the Liquidation Trustee and the Holder of any applicable Disputed General Unsecured Claim, or (ii) entry of a Final Order allowing the applicable Disputed General Unsecured Claim, the Distribution reserved for such Claim shall be paid to the Holder of such Claim from the Disputed Distribution Reserve. Upon (x) agreement of the Liquidation Trustee and the Holder of any applicable Disputed General Unsecured Claim, or (y) entry of a Final Order disallowing the applicable Disputed General Unsecured Claim, the Distribution reserved for such Claim shall be released to the Liquidation Trust to be used or distributed pursuant to the Plan. If, after all Disputed General Unsecured Claims have been settled or resolved by Final Order, and all applicable Distributions have been made from the Disputed Distribution Reserve pursuant to this Article VII.H, then any Cash remaining in the Disputed Distribution Reserve shall be released to the Liquidation Trust to be used or distributed pursuant to the Plan.

**I. Setoffs.**

Except as otherwise expressly provided in the Plan and pursuant to Bankruptcy Code §§ 502(d) or 553 of the Bankruptcy Code or any applicable non-bankruptcy law, the Debtor or the Liquidation Trustee (as applicable) may upon application and approval by the Bankruptcy Court, setoff against any Distribution to be made pursuant to the Plan on account of an Allowed Claim any claims, rights or Rights of Action held by the Debtor or the Liquidation Trustee against the Holder of the Allowed Claim, or in relation to the Allowed Claim; provided, however, that neither the failure to effect such a setoff nor the allowance of any Claim shall constitute a waiver or release by the Debtor or the Liquidation Trustee of any such claims, rights or Rights of Action. If the Debtor or the Liquidation Trustee (as applicable) fails to setoff against a Claim and seeks to collect from the Holder of such Claim after Distribution to that Holder pursuant to the Plan, the Debtor or the Liquidating Trustee (as applicable) shall be entitled to full recovery on the claims of the Debtor or the Liquidation Trustee, if any, against the Holder of such Claim.

**ARTICLE IX.  
EFFECT OF CONFIRMATION OF THE PLAN**

**A. Legally Binding Effect.**

Provisions of this Plan shall bind all Claim and Interest Holders, whether or not they accept this Plan. On and after the Effective Date, all Claim and Interest Holders shall be precluded and enjoined from asserting any Claim or Interest against the Estate or the Liquidation Trust or their assets or properties based on any transaction or other activity of any kind that occurred prior to the Confirmation Date except as permitted under the Plan.

**B. Vesting of Property in the Liquidation Trust.**

On the Effective Date, except as otherwise expressly provided in the Plan, title to all Estate property shall vest in the Liquidation Trust free and clear of all Liens of any kind.

**C. Derivative Litigation Claims.**

Claims or causes of action derivative of or from the Debtor are Estate property under Bankruptcy Code § 541. On and after the Effective Date, all such Derivative Litigation Claims, regardless of whether pending on the Petition Date, will be retained by, vest in, and/or become property of the Liquidation Trust.

**D. Release.**

**EFFECTIVE AS OF THE EFFECTIVE DATE, THE DEBTOR, ON BEHALF OF ITSELF AND THE ESTATE, HEREBY RELEASES THE RELEASE PARTIES FROM (I) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING BEFORE THE EFFECTIVE DATE, AND (II) ANY AND ALL CLAIMS, CAUSES OF ACTION, AND OTHER LIABILITIES ARISING FROM THE ACTIONS TAKEN OR NOT TAKEN IN CONNECTION WITH THE PLAN AND THE CHAPTER 11 CASE UNLESS SUCH CONDUCT AMOUNTS TO GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR ACTUAL FRAUD.**



**E. Exculpation.**

**ON THE EFFECTIVE DATE, (I) THE DEBTOR'S CRO AND WINTER HARBOR AND (II) THE CREDITORS' COMMITTEE AND ITS INDIVIDUAL MEMBERS, AND (III) THE ESTATE PROFESSIONALS SHALL EACH HAVE NO LIABILITY TO THE DEBTOR, THE DEBTOR'S ESTATE, ANY HOLDER OF A CLAIM OR EQUITY INTEREST OR TO ANY OTHER PERSON BASED IN WHOLE OR IN PART ON ANY ACT, ACTION TAKEN, TRANSACTION, OMISSION, ACTION NOT TAKEN, OR OTHER EVENT OCCURRING BEFORE THE COMMENCEMENT OF THE CHAPTER 11 CASE OR DURING THE COURSE OF THE CHAPTER 11 CASE (INCLUDING THROUGH THE EFFECTIVE DATE), IN ANY WAY RELATING TO THE CHAPTER 11 CASE, THE PLAN, THE DIP CREDIT AGREEMENT, THE DEBTOR'S BUSINESS, THE DECISION TO FILE A BANKRUPTCY PETITION ON BEHALF OF THE DEBTOR, THE WINDDOWN AND OPERATION OF THE DEBTOR DURING THE CHAPTER 11 CASE, THE ADMINISTRATION OF THE CHAPTER 11 CASE, THE NEGOTIATION AND IMPLEMENTATION OF THE PLAN, CONFIRMATION OF THE PLAN, CONSUMMATION OF THE PLAN (INCLUDING ALL DISTRIBUTIONS HEREUNDER), THE ADMINISTRATION OF THE PLAN, AND THE PROPERTY TO BE DISTRIBUTED UNDER THE PLAN (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). IN ALL SUCH INSTANCES, SUCH PARTIES SHALL BE AND HAVE BEEN 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. ANY AND ALL CLAIMS, CAUSES OF ACTIONS, RIGHTS, OR ANY LIABILITIES DESCRIBED ABOVE HELD BY ANY PERSON OR PARTY IN INTEREST AGAINST THE FOREGOING PARTIES LISTED IN SUBSECTIONS (I) AND (II) ABOVE ARE FULLY WAIVED, BARRED, RELEASED, AND DISCHARGED IN ALL RESPECTS (EXCEPT AS TO RIGHTS, OBLIGATIONS, DUTIES, AND CLAIMS ESTABLISHED UNDER THE PLAN). NOTWITHSTANDING ANYTHING IN THE PLAN TO THE CONTRARY, NOTHING IN THE PLAN, THE PLAN DOCUMENTS, OR THE CONFIRMATION ORDER SHALL AFFECT THE LIABILITY OF ANY PERSON THAT RESULTS FROM ANY ACT OR OMISSION DETERMINED BY A FINAL ORDER TO HAVE CONSTITUTED WILLFUL MISCONDUCT, GROSS NEGLIGENCE, INTENTIONAL FRAUD, OR CRIMINAL CONDUCT. NOTWITHSTANDING ANY LANGUAGE HEREIN TO THE CONTRARY, NOTHING HEREIN IS INTENDED, NOR SHALL IT BE CONSTRUED, TO ELIMINATE, WAIVE OR RELEASE ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO) FROM ANY LIABILITIES THAT MAY HAVE ARISEN OR OCCURRED PREPETITION, INCLUDING, WITHOUT LIMITATION, THE RIGHTS OF ACTION (AS DEFINED HEREIN) AGAINST ANY OF DEBTOR'S PRESENT OR FORMER MANAGERS, OFFICERS OR DIRECTORS (OTHER THAN THE CRO).**



**ARTICLE X.  
RETENTION OF RIGHTS OF ACTION**

**A. Liquidation Trustee's Preservation, Retention and Maintenance of Rights of Action.**

Except as otherwise provided in the Plan or in any contract, instrument, release, or other agreement entered into in connection with the Plan, in accordance with Bankruptcy Code § 1123(b)(3), the Liquidation Trustee shall retain and shall have the exclusive right, authority, and discretion (without further order of the Bankruptcy Court) to determine and to initiate, file, prosecute, enforce, abandon, settle, compromise, release, or withdraw, litigate to judgment, or exercise attorney/client privilege in relation to any and all Rights of Action that the Debtor or the Estate may hold against any Entity, whether arising before or after the Petition Date, and the powers and duties of a trustee under the Bankruptcy Code with respect to such Rights of Action. The Debtor reserves and shall retain the foregoing Rights of Action for the Liquidation Trust notwithstanding the rejection of any Executory Contract or Unexpired Lease during the Chapter 11 Case.

Without limiting the effectiveness or generality of the foregoing provisions, and out of an abundance of caution, the Debtor and the Estate specifically reserve and retain the claims and causes of action, to be transferred to the Liquidation Trustee for administration through the Liquidation Trust as part of the Rights of Action as more fully described in **Exhibit B**. This Article X of the Plan, Exhibit B to the Plan, Articles 4.H, 5.I, and 5.K of the Disclosure Statement and Exhibit 3 of the Disclosure Statement are provided to give maximum notice of potential claims that the Debtor is presently aware of and shall in no way act as a limitation on any other potential claims that may exist, including by way of *expressio unius est exclusio alterius* or any other applicable doctrine or rule of contractual interpretation. Except as provided for in Articles VIII.D and VIII.E, it is the specific intention of the Plan that each and every Avoidance Action, and any other claim or cause of action, whether arising before or after the Petition Date, and whether arising under state law or the Bankruptcy Code, be preserved and retained under this Plan and be transferred to the Liquidation Trustee for administration through the Liquidation Trust on the Effective Date of this Plan.

**B. Preservation of All Rights of Action Not Expressly Settled or Released.**

Unless a Right of Action is expressly waived, relinquished, released, compromised or settled in the Plan or any Final Order, such Rights of Action (including any counterclaims) are preserved and on the Effective Date shall be transferred to and retained by the Liquidation Trustee for later adjudication for the benefit of the beneficiaries of the Liquidation Trust including, without limitation, all: (i) defenses to Claims; (ii) affirmative defenses to Claims; (iii) setoffs and recoupments against any Claim, Creditor or other person; (iv) rights to turnover, accounting, contribution, indemnification, or reimbursement against any Creditor or other person; (v) rights to any tax refund; (vi) Avoidance Actions; (vii) Rights of Action; and (viii) claims and causes of action against any Creditor or person whatsoever, including for affirmative relief and to reduce any liability. Therefore, no preclusion doctrine, including the doctrines of res judicata, collateral estoppel, issue preclusion, claim preclusion, waiver, estoppel (judicial, equitable or otherwise) or laches shall apply to such Rights of Action (including counterclaims) on or after the Confirmation of the Plan.

**ARTICLE XI.  
MODIFICATION, REVOCATION, OR WITHDRAWAL OF THE PLAN**

**A. Modification or Amendment of the Plan.**

This Plan may be amended or modified by (i) joint agreement of the Proponents or (ii) the Liquidation Trustee, as applicable, as provided in Bankruptcy Code § 1127 and Bankruptcy Rule 3019.

**B. Revocation or Withdrawal of the Plan.**

The Proponents may revoke or withdraw this Plan at any time prior to the Confirmation Date only upon agreement by both the Debtor and the Committee. Upon such revocation and/or withdrawal, the exclusivity period shall continue to apply exclusively to the Debtor and the Debtor may file a subsequent plan, including a subsequent joint plan, but shall not be obligated to file any future plan as a joint plan. If the Proponents revoke or withdraw the Plan prior to the Confirmation Date, or if the Confirmation Date or the Effective Date does not occur, then: (i) this Plan shall be deemed null and void in all respects; (ii) any settlement or compromise embodied in this Plan (including the fixing or limiting to an amount certain of any Claim or Interest or Class of Claims or Interests), rejection of Executory Contracts or Unexpired Leases effected by the Plan, and any document or agreement executed pursuant to the Plan, shall be deemed null and void in all respects; and (iii) nothing contained in the Plan shall be deemed to constitute an admission, waiver or release of any claims by or against the Debtor or any other Entity, or to prejudice in any manner the rights of the Debtor, its Estate or any Entity in any further proceedings involving the Debtor.

**ARTICLE XII.  
RETENTION OF JURISDICTION**

**A. Bankruptcy Court Jurisdiction.**

Notwithstanding the entry of the Confirmation Order or the occurrence of the Effective Date, the Bankruptcy Court, even after the Chapter 11 Case has been closed, shall have jurisdiction over all matters arising under, arising in, or relating to the Chapter 11 Case, including proceedings to:

1. Ensure that the Plan is fully consummated and implemented;
2. Enter such orders that may be necessary or appropriate to implement, consummate, or enforce the provisions of the Plan and all contracts, instruments, releases, indentures, and other agreements or documents created in connection with the Plan or the Disclosure Statement;
3. Consider any modification of the Plan under Bankruptcy Code § 1127;
4. Hear and determine all Claims, controversies, suits, and disputes against the Debtor or the Liquidation Trustee to the full extent permitted under 28 U.S.C. §§ 157 and 1334;

5. Allow, disallow, determine, liquidate, classify, estimate, or establish the priority or secured or unsecured status of any Claim, including the resolution of any and all objections to the allowance or priority of Claims;
6. Hear, determine, and adjudicate any litigation involving or prosecuting the Rights of Action or other claims or causes of action constituting Estate property or property of the Liquidation Trust, including but not limited to any Challenge Proceeding (as defined in the DIP Order);
7. Decide or resolve any motions, adversary proceedings, contested or litigated matters, and any other matters, and grant or deny any motions or applications involving the Debtor or the Liquidation Trustee that are pending on or commenced after the Effective Date;
8. Resolve any cases, controversies, suits, or disputes that may arise in connection with the consummation, interpretation, or enforcement of the Plan, or any entity's obligations incurred in connection with the Plan, or any other agreements governing, instruments evidencing, or documents relating to any of the foregoing, including the interpretation or enforcement of any rights, remedies, or obligations under any of the foregoing;
9. Hear and determine all controversies, suits, and disputes that may arise out of or in connection with the enforcement of any subordination and similar agreements among Creditors under Bankruptcy Code § 510;
10. Hear and determine all requests for compensation and/or reimbursement of expenses that may be made for fees and expenses incurred before the Effective Date;
11. Enforce any Final Order, the Confirmation Order, the TPP Sale Order, the Final Decree, and all injunctions contained in those orders;
12. Enter an order concluding and terminating the Chapter 11 Case;
13. Correct any defect, cure any omission, or reconcile any inconsistency in the Plan, or the Confirmation Order, or any other document or instruments created or entered into in connection with the Plan;
14. Determine all questions and disputes regarding title to the Estate property;
15. Classify the Claims of any Creditor and the treatment of those Claims under the Plan, re-examine Claims that may have been allowed for purposes of voting, and determine objections that may be filed to any Claims;
16. Take any action described in the Plan involving the Debtor or the Liquidation Trustee;
17. Enter and implement such orders that are necessary or appropriate if the Confirmation Order is for any reason modified, stayed, reversed, revoked, or vacated;

18. Hear, determine and adjudicate any motions or other litigation or controversy brought pursuant to Bankruptcy Code § 1112;
19. Hear, determine, and adjudicate all matters the Bankruptcy Court has authority to determine under Bankruptcy Code § 505, including determining the amount of any unpaid liability of the Debtor or the Estate for any tax incurred or accrued during the calendar year in which the Plan is confirmed;
20. Enter a Final Decree as contemplated by Bankruptcy Rule 3022; and
21. Hear, determine, and adjudicate any and all Claims brought under the Plan.

**B. Limitation on Jurisdiction.**

In no event shall the provisions of this Plan be deemed to confer in the Bankruptcy Court jurisdiction greater than that established by the provisions of 28 U.S.C. §§ 157 and 1334.

**ARTICLE XIII.  
MISCELLANEOUS PROVISIONS**

**A. Conditions to Effectiveness.**

The Plan will not be effective unless:

1. The Confirmation Order becomes a Final Order. This condition may be waived at the joint discretion of the Debtor and the Committee.
2. All Plan Documents and other applicable corporate documents necessary or appropriate to the implementation of the Plan have been executed, delivered, and where applicable, filed with the appropriate governmental authorities, including, but not limited to, the execution of the Liquidation Trust Agreement substantially in the form it appears in the Plan Supplement. This condition may be waived at the joint discretion of the Proponents.
3. The Debtor has cash sufficient to pay all Allowed Administrative Claims (except the Subordinated Professional Fee Claims of Subordinating Professionals), Allowed Secured and Priority Tax Claims, and Allowed Priority Non-Tax Claims that have been Allowed as of the Effective Date, unless otherwise agreed by affected Holders of Allowed Administrative Claims and Allowed Secured and Priority Tax Claims.

**B. Due Authorization by Claim Holders.**

Each and every Creditor who elects to participate in the Distributions provided for herein warrants that the Creditor is authorized to accept in consideration of its Claim against the Debtor the Distributions provided for in this Plan and that there are no outstanding commitments, agreements, or understandings, express or implied, that may or can in any way defeat or modify the rights conveyed or obligations undertaken by the Creditor under this Plan.

**C. Filing of Additional Documentation.**

On or before the Effective Date, the Debtor may file with the Bankruptcy Court such agreements and other documents as may be reasonably necessary or appropriate to effectuate and further evidence the terms and conditions of this Plan.

**D. Further Authorizations.**

The Liquidation Trustee may seek such orders, judgments, injunctions, and rulings as he or she may deem necessary to further carry out the intentions and purposes of, and give full effect to the provisions of, the Plan.

**E. Post Confirmation Service List.**

Any Entity that desires to receive notices or other documents required to be served under the Plan after the Confirmation Date must request that the Liquidation Trustee add such Entity to the Post-Confirmation Service List to be maintained by the Liquidation Trustee. Entities not on the Post-Confirmation Service List shall not receive notices or other documents required to be served under the Plan after the Confirmation Date. Any Entity that provides an email address may be served by email after the Confirmation Date. The Liquidation Trustee shall file the Post-Confirmation Service List with the Bankruptcy Court and amend the Post-Service Confirmation List from time to time.

**F. Successors and Assigns.**

The rights, benefits and obligations of any Entity named or referred to in the Plan shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

**G. Transfer of Claims.**

Any transfer of beneficial interests in the Liquidation Trust shall be in accordance with Bankruptcy Rule 3001(e). Notice of any such transfer shall be forwarded to the Liquidation Trustee and counsel of record for the Liquidation Trustee by registered or certified mail. Both the transferee and transferor shall execute any notice, and the signatures of the parties shall be acknowledged before a notary public. The notice must clearly describe the beneficial interest to be transferred. No transfer of a partial interest shall be allowed. All transfers must be of one hundred percent of the transferor's interest in the beneficial trust interest.

**H. Exemption from Transfer Tax.**

Under Bankruptcy Code § 1146(c), the issuance, transfer, or exchange of a security, or the making or delivery of an instrument of transfer under the Plan, may not be taxed under any law imposing a stamp tax or similar tax.

**I. Notices.**

Any notice required to be given under this Plan shall be in writing. Any notice that is allowed or required hereunder except for a notice of change of address shall be considered complete on the earlier of (a) three days following the date the notice is sent by United States mail, postage prepaid, or by overnight courier service, or in the case of mailing to a non-United States address, air mail, postage prepaid, or personally delivered, (b) the date the notice is actually received by the Entities on the Post-Confirmation Service List by facsimile or computer transmission, or (c) three days following the date the notice is sent to those Entities on the Post-Confirmation Service List as it is adopted by the Bankruptcy Court at the Confirmation Hearing and as amended from time to time.

**J. Dissolution of the Creditors' Committee.**

On the Effective Date, the Committee shall dissolve; provided, however, that following the Effective Date, the Committee shall continue in existence and have standing and a right to be heard for the following limited purposes: (i) Claims and/or applications for compensation by Professionals and requests for allowance of Administrative Claims for substantial contribution pursuant to section 503(b)(3)(D) of the Bankruptcy Code; (ii) any appeals to which the Committee is a party; and (iii) responding to creditor inquiries for one-hundred-twenty (120) days following the Effective Date. Upon the dissolution of the Committee, the current and former members of the Committee and their respective officers, employees, counsel, advisors and agents, shall be released and discharged of and from all further authority, duties, responsibilities and obligations related to and arising from and in connection with the Chapter 11 Case, and the retention or employment of the Committee's respective attorneys, accountants and other agents shall terminate, except that the Committee and their respective Professionals shall have the right to pursue, review and object to any applications for compensation or reimbursement of expenses filed in accordance with Article II hereof.

**K. U.S. Trustee Fees.**

The Debtor will pay pre-Confirmation fees owed to the U.S. Trustee by the Effective Date of the Plan or such other date as agreed upon by the Debtor and the U.S. Trustee. After Confirmation, the Liquidation Trustee will file with the Bankruptcy Court and serve on the U.S. Trustee quarterly financial reports in a format prescribed by the U.S. Trustee, and the Liquidation Trustee will pay post-confirmation quarterly fees from the Liquidation Trust or, to the extent applicable, the Wind-Down Reserve, to the U.S. Trustee until a Final Decree is entered or the case is converted or dismissed as provided in 28 U.S.C. § 1930(a)(6).

**L. Implementation.**

The Liquidation Trustee shall be authorized to perform all reasonable, necessary and authorized acts to consummate the terms and conditions of the Plan.

**M. Oversight Between the Confirmation Date and the Effective Date.**

During the period from the Confirmation Date through and until the Effective Date, the Debtor shall continue to maintain its property as debtor in possession, subject to the oversight of

the Bankruptcy Court as provided in the Bankruptcy Code, the Bankruptcy Rules and all orders of the Bankruptcy Court that are then in full force and effect.

**N. No Admissions.**

Notwithstanding anything herein to the contrary, nothing contained in the Plan shall be deemed an admission by the Debtor, the Committee, the Liquidation Trustee or any other Entity with respect to any matter set forth herein, including, without limitation, liability on any Claim or Interest or the propriety of the classification of any Claim or Interest.

**O. Substantial Consummation.**

Substantial Consummation of the Plan shall occur on the Effective Date.

**P. Good Faith.**

Confirmation of the Plan shall constitute a finding that (i) the Plan has been proposed in good faith and in compliance with the provisions of the Bankruptcy Code and (ii) the solicitation of acceptances or rejections of the Plan to all Entities and the offer, issuance, sale, or purchase of any security offered or sold under the Plan has been in good faith and in compliance with applicable provisions of the Bankruptcy Code.

**Q. Final Decree.**

On Substantial Consummation, the Liquidation Trustee may, in its sole and absolute discretion, request the Bankruptcy Court to enter a Final Decree closing the Chapter 11 Case and such other orders that may be necessary and appropriate.

**R. Discharge of the Debtor.**

Pursuant to Bankruptcy Code § 1141(d)(3), Confirmation will not discharge the Claims against the Debtor; provided, however, that no Holder of a Claim or Interest may, on account of such Claim or Interest, seek or receive any payment or other distribution from, or seek recourse against, the Debtor or the Liquidation Trustee or their respective successors, assigns or property, except as expressly provided in the Plan, and the automatic stay under Section 362(a) of the Bankruptcy Code shall remain in effect until all Remaining Assets have been fully administered and the Debtor's Chapter 11 Case is closed.



Dated: February 14, 2017

**Debtor and Debtor-In-Possession**

/s/ Stuart Noyes  
By: Stuart Noyes  
Its: Chief Restructuring Officer

- and -

**HAYNES AND BOONE, LLP**

By: /s/ Robert D. Albergotti  
Robert D. Albergotti  
State Bar No. 009790800  
Ian T. Peck  
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**COUNSEL TO THE DEBTOR AND  
THE DEBTOR-IN-POSSESSION**

- and -

**The Official Committee of Unsecured Creditors**

**By: Simon Property Group, Inc., solely in its capacity as Co-Chairperson of the Official Committee of Unsecured Creditors and not in any other capacity**

*/s/ Ronald M. Tucker*

By: Ronald M. Tucker  
Title: Vice President/Bankruptcy Counsel

- and -

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**CO-COUNSEL FOR OFFICIAL COMMITTEE OF UNSECURED CREDITORS**

**EXHIBIT A**  
**GLOSSARY OF DEFINED TERMS**

1. **Administrative Claim**: A Claim for costs and expenses of administration pursuant to Bankruptcy Code §§ 503(b) and 507(a)(2) including: (a) the actual and necessary costs and expenses incurred after the Petition Date of preserving the Estate and operating the business of the Debtor (such as wages, salaries, or payments for goods and other services); (b) compensation for legal, financial advisory, accounting, and other services, and reimbursement of expenses Allowed pursuant to Bankruptcy Code §§ 328, 330(a), or 331 or otherwise for the period commencing on the Petition Date and ending on the Effective Date; (c) all fees and charges assessed against the Estate pursuant to chapter 123 of the Judicial Code; and (d) all requests for compensation or expense reimbursement for making a substantial contribution in the Chapter 11 Case pursuant to Bankruptcy Code §§ 503(b)(3), (4), and (5).
2. **Administrative Claims Bar Date**: The first Business Day that is thirty (30) days after the Effective Date or such earlier deadline established by an order of the Bankruptcy Court.
3. **Administrative Claim Objection Deadline**: The first Business Day that is thirty (30) days after the Administrative Claims Bar Date or such earlier applicable deadline established by an order of the Bankruptcy Court.
4. **Allowance Date**: (a) As to a Disputed Claim, the date on which such Disputed Claim becomes an Allowed Claim by a Final Order, (b) as to a Claim Allowed by a Final Order, the date on which the order allowing such Claim becomes a Final Order, and (c) as to any other Claim the date on which such Claim becomes an Allowed Claim in accordance with the Plan.
5. **Allowed**: Allowed means, with respect to any Claim, a Claim: (i) which is scheduled as undisputed, non-contingent and liquidated in the Schedules and as to which neither a Proof of Claim nor objection thereto has been timely filed, and as to which the deadline for objecting to Claims has passed as provided in the Plan or any other Final Order of the Bankruptcy Court; (ii) as to which a Proof of Claim has been timely filed in a liquidated, non-contingent amount and either (a) no objection thereto has been timely filed and the deadline for objecting to such Claim has passed as provided in the Plan or any other Final Order of the Bankruptcy Court, or (b) such Claim has been allowed (but only to the extent allowed) by a Final Order of the Bankruptcy Court; (iii) which has been expressly allowed under the provisions of this Plan; or (iv) which is an Administrative Claim approved by Final Order of the Bankruptcy Court. An Allowed Claim: (y) includes a previously Disputed Claim to the extent such Disputed Claim becomes Allowed when the context so requires; and (z) shall be net of any valid setoff amount against such Claim based on a valid offset right of the Debtor, which valid setoff amount shall be deemed to have been setoff in accordance with the provisions of this Plan. Unless otherwise specified herein or by order of the Bankruptcy Court, Allowed Administrative Claims and Allowed Claims shall not, for any purpose under the Plan, include interest on such Administrative Claims or Claims on or after the Petition Date.
6. **Allowed Amount**: The amount at which a Claim or Interest is Allowed.

7. APA: That certain Asset Purchase Agreement by and between Monroe Capital Partners Fund LP and Monroe Capital Corporation and TPP Acquisition, Inc. dated September 29, 2016, approved by the Bankruptcy Court pursuant to the TPP Sale Order.
8. Avoidance Actions: Any causes of action arising under Bankruptcy Code §§ 506, 510, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, and 553 or comparable provisions of applicable non-bankruptcy law, including, but not limited to, claims or causes of actions against parties listed in response to questions 3 and 4 of the Debtor's Statement of Financial Affairs, except to the extent such causes of action were transferred to the Purchaser pursuant to the APA and TPP Sale Order.
9. Ballot: The form or forms distributed to Holders of Claims in Impaired Voting Classes to be used to indicate acceptance or rejection of the Plan.
10. Balloting Agent: KCC.
11. Bankruptcy Code: Title 11 of the United States Code, 11 U.S.C. §§ 101-1532.
12. Bankruptcy Court: The United States Bankruptcy Court for the Northern District of Texas, Dallas Division.
13. Bankruptcy Rules: The Federal Rules of Bankruptcy Procedure, and the general, local, and chambers rules and orders of the Bankruptcy Court.
14. Blackstreet: Blackstreet Capital Management LLC and its affiliates.
15. Blackstreet Dividend Recapitalization: The transaction pursuant to which Blackstreet caused the Debtor to incur certain obligations under the Prepetition Loan Documents and caused the Debtor to issue a dividend to the Debtor's then-shareholders using the proceeds of the loans obtained pursuant to the Prepetition Loan Documents and other available cash.
16. Business Day: Any day, other than a Saturday, Sunday, or legal holiday.
17. Carve-Out: The various budget allocations contained in the DIP Budgets for the various Estate Professionals, subject to any right of the Estate Professionals under the DIP Order to seek a reallocation of the respective budget allocation for such Estate Professional. Carve-Out shall refer to a specific subset of the Carve-Outs as applicable to a particular Estate Professional.
18. Cash: Cash, cash equivalents, and other readily marketable securities or instruments, including, without limitation, direct obligations of the United States and certificates of deposit issued by federally insured banks, including interest accrued or earned thereon.
19. Chapter 11 Case: The Chapter 11 case filed by the Debtor on the Petition Date in the Bankruptcy Court under case number 16-33437-hdh-11.
20. Claim: Any claim against the Debtor as defined in Bankruptcy Code § 101(5).

21. Claims Register: The official register of Proofs of Claims in the Chapter 11 Case maintained by KCC pursuant to the KCC Retention Orders and available at <http://www.kccllc.net/tpp/register>.
22. Class: A class of Holders of Claims or Interests as set forth in the Plan.
23. Clerk: Clerk of the Bankruptcy Court.
24. Committee: The Official Committee of Unsecured Creditors appointed pursuant to that certain *Appointment of the Official Unsecured Creditors' Committee* [Docket No. 103].
25. Confirmation: The entry of the Confirmation Order.
26. Confirmation Date: The date upon which the Confirmation Order is entered by the Bankruptcy Court on its docket, within the meaning of Bankruptcy Rules 5003 and 9021.
27. Confirmation Hearing: The hearing held by the Bankruptcy Court to consider confirmation of the Plan.
28. Confirmation Order: The order of the Bankruptcy Court confirming the Plan pursuant to Bankruptcy Code § 1129.
29. Convenience Claim: All Allowed General Unsecured Claims in an amount less than \$250.
30. Creditor: A Holder of a Claim.
31. Creditors' Committee: The statutory committee of unsecured creditors appointed in the Chapter 11 Case.
32. CRO: Stuart Noyes, the Debtor's chief restructuring officer.
33. CRO Motion: The *Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing and Approving Debtor's (I) Retention and Employment of Winter Harbors LLC and (II) Employment of Stuart Noyes as Chief Restructuring Officer* [Docket No. 36] pursuant to which the Debtor requested authorization to retain the CRO and certain Winter Harbor employees as the Debtor's temporary employees.
34. CRO Order: That certain *Order Approving Motion for Entry of an Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing and Approving Debtor's (I) Retention and Employment of Winter Harbors LLC and (II) Employment of Stuart Noyes as Chief Restructuring Officer* [Docket No. 220], entered by the Bankruptcy Court on October 6, 2016 approving the CRO Motion, appointing the CRO, and authorizing the retention of certain Winter Harbor employees as the Debtor's temporary employees to aid the CRO in fulfilling his responsibilities and obligations as CRO.
35. D&O Claims: All Rights of Action against the Debtor's current and former officers, directors, and agents or those acting in concert with any of the foregoing for actions at any time

prior to the Petition Date and that are not released or exculpated under the Plan, including but not limited to such claims and causes of action described in Exhibit B to the Plan.

36. Debtor: TPP Acquisition, LLC d/b/a The Picture People.
37. DIP Agent: Monroe Capital Management Advisors LLC.
38. DIP Budget: The budget(s) approved pursuant to the DIP Order.
39. DIP Credit Agreement: The Senior Secured, Superpriority Debtor-in-Possession Loan and Security Agreement as amended, modified, or supplemented dated as of September 2, 2016 by and among the Debtor as borrower and the DIP Lenders and DIP Agent and all ancillary documents relating thereto.
40. DIP Lenders: The lenders pursuant to the DIP Credit Agreement.
41. DIP Liens: The Liens of the Senior Secured Lenders pursuant to the DIP Credit Agreement and DIP Order.
42. Derivative Litigation Claim: Any Claim, cause of action, demand, or any other right to payment derivative of or from the Debtor that is property of the Estate under 11 U.S.C. § 541.
43. DIP Order: That certain *Final Order Pursuant to 11 U.S.C. §§ 105, 361, 362, 363, 364, and 507 and Fed. R. Bankr. P. 2002, 4001 and 9014 (I) Authorizing Debtor and Debtor In Possession to Obtain Post-Petition Financing, (II) Authorizing Use of Cash Collateral, (III) Granting Liens and Super-Priority Claims, (IV) Granting Adequate Protection to Prepetition Lenders, (V) Modifying the Automatic Stay, and (VI) Granting Related Relief* [Docket No. 230], entered by the Bankruptcy Court on October 7, 2016.
44. Disallowed: A Claim, or any portion thereof, that (a) has been disallowed by either a Final Order, pursuant to a settlement, or by operation or law, or (b)(i) is listed in the Schedules at zero or as contingent, disputed or unliquidated and (ii) as to which a bar date has been established but no Proof of Claim has been filed or deemed timely filed with the Bankruptcy Court pursuant to either the Bankruptcy Code or any Final Order of the Bankruptcy Court or otherwise deemed timely filed under applicable law.
45. Disclosure Statement: That certain *Disclosure Statement Under 11 U.S.C. § 1125 in Support of the Plan of Liquidation for TPP Acquisition, LLC d/b/a The Picture People*.
46. Disclosure Statement Approval Date: The date the Bankruptcy Court enters the Disclosure Statement Approval Order.
47. Disclosure Statement Approval Order: The order of the Bankruptcy Court approving the Disclosure Statement and authorizing the solicitation of acceptances of the Plan.
48. Disclosure Statement Hearing: The hearing held by the Bankruptcy Court to consider approval of the Disclosure Statement.

49. Disputed: With respect to any Claim, any Claim as to which a proof of claim has been filed or is deemed to have been filed under applicable law or an Administrative Claim as to which an objection has been or is filed in accordance with the Plan, the Bankruptcy Code, or the Bankruptcy Rules, which objection has not been withdrawn or determined by a Final Order. For the purposes of the Plan, a Claim is a Disputed Claim prior to any objection to the extent that (a) the amount of a Claim specified in a Proof of Claim exceeds the amount of any corresponding Claim scheduled by the Debtor in the Schedules; (b) any corresponding Claim scheduled by the Debtor in the Schedules has been scheduled as disputed, contingent or unliquidated, irrespective of the amount scheduled; (c) no corresponding Claim has been scheduled by the Debtor in the Schedules; or (d) the Claim is subject to disallowance pursuant to Bankruptcy Code § 502(d).

50. Disputed Distribution Reserve: The reserve to be established by the Liquidation Trustee pursuant to Article VIII.H with respect to Disputed General Unsecured Claims.

51. Distribution: A distribution in accordance with this Plan and/or the Liquidation Trust Agreement of property required by the Plan and/or the Liquidation Trust Agreement to be distributed to the Holders of Allowed Claims, or the property so distributed.

52. Distribution Date: A Date when Distributions occur under the Plan and/or the Liquidation Trust Agreement.

53. Effective Date: The date selected by the Debtor that is a Business Day after the Confirmation Date on which the conditions as specified in Article XIII(A) of the Plan have been satisfied or waived. Unless otherwise specifically provided in the Plan, anything required to be done by the Debtor or the Liquidation Trustee on the Effective Date may be done on the Effective Date or as soon as reasonably practicable thereafter.

54. Emerald: Emerald Capital Advisors.

55. Emmert & Parvin: Emmert & Parvin, LLP.

56. Entity: The meaning assigned to such term by § 101(15) of the Bankruptcy Code.

57. Estate: The bankruptcy estate of the Debtor created by virtue of Bankruptcy Code § 541 upon the commencement of the Chapter 11 Case.

58. Estate Professionals: The professionals that have been retained during the course of the Chapter 11 Case by the Debtor or the Committee pursuant to either §§ 327 or 328 of the Bankruptcy Code, including without limitation, Haynes and Boone, SSG, KCC, Gibson Dunn, Emmert and Parvin, LLP and Emerald.

59. Executory Contract: A contract to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.

60. Fee Procedures Order: That certain *Order Granting Debtor's Motion to Establish Procedures for Interim Compensation and Reimbursement of Expenses for Case Professionals*



[Docket No. 260], entered by the Bankruptcy Court on October 14, 2016, pursuant to which the Bankruptcy Court approved procedures for the interim payment of Estate Professionals.

61. Final Decree: The decree or decrees for the Chapter 11 Case contemplated under Bankruptcy Rule 3022.

62. Final Order: As applicable, an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter, which has not been reversed, stayed, modified, or amended, and as to which the time to appeal or seek certiorari has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought.

63. Gibson Dunn: Gibson, Dunn & Crutcher LLP, counsel for the Committee.

64. General Unsecured Claim: Any Claim that is not an Administrative Claim, Secured Claim, Priority Tax Claim, Priority Non-Tax Claim, or Convenience Claim against the Debtor, including, without limitation, (a) any claim arising from the rejection of an Executory Contract or Unexpired Lease and (b) any portion of a Claim to the extent the value of the Holder's interest in property securing such Claim is less than the amount of the Claim, as determined pursuant to § 506(a) of the Bankruptcy Code.

65. Governmental Bar Date: March 1, 2017, the date that is the first Business Day after one hundred eighty (180) days from the Petition Date.

66. Governmental Unit: Any Entity or organization qualifying as a governmental unit as defined in Bankruptcy Code § 101(27).

67. Governmental Unit Claims Objection Deadline: March 31, 2017

68. Holder: An Entity holding a Claim, Interest, or Liquidation Trust Interest as applicable.

69. Impaired: With respect to any Class of Claims or Interests, impairment within the meaning of Bankruptcy Code § 1124.

70. Interest: Any stock or similar equity interest in the Debtor, including without limitation, warrants, options, or contractual rights to purchase or acquire such interest at any time and all rights arising with respect thereto.

71. Internal Revenue Code: The Internal Revenue Code of 1986, as amended.

72. IRS: The Internal Revenue Service.

73. Judicial Code: Title 28 of the United States Code, 28 U.S.C. §§ 1-4001.

74. KCC: Kurtzman Carson Consultants LLC.

75. KCC Retention Order: The Bankruptcy Court orders entered at Docket Nos. 74 and 134 approving the retention of DRC as the Debtor's (i) claims, noticing, and solicitation agent and (ii) administrative agent.

76. Lien: With respect to any property or asset, any mortgage, lien, interest pledge, charge, security interest, encumbrance, mechanics' lien, materialman's lien, statutory lien or right, and other consensual or non-consensual lien, whenever granted and including, without limitation, those charges or interests in property within the meaning of "lien" under Bankruptcy Code § 101(37).

77. Liquidation Analysis: The liquidation analysis attached as Exhibit 3 to the Disclosure Statement.

78. Liquidation Trust: The trust created pursuant to Article V of the Plan and the Liquidation Trust Agreement.

79. Liquidation Trust Agreement: The agreement for the establishment and operation of the Liquidation Trust substantially in the form as included in the Plan Supplement. Subject to approval of the Bankruptcy Court, the Liquidation Trust Agreement shall be in a form agreed to by the Debtor, the Committee and the Liquidation Trustee.

80. Liquidation Trust Assets: All assets of the Debtor's Estate transferred to the Liquidation Trust as more fully described in Article V.B of the Plan and any proceeds thereof.

81. Liquidation Trust Committee: A committee of no more than three (3) persons selected by the Committee from the current members of the Committee, which shall oversee the administration of the Liquidation Trust pursuant to the terms of the Liquidation Trust Agreement. The members of the Liquidation Trust Committee shall be identified in the Plan Supplement.

82. Liquidation Trust Interests: All beneficial interests in the Liquidation Trust.

83. Liquidation Trustee: The individual identified in the Plan Supplement (or his/her successor) after the Effective Date, appointed pursuant to the Plan for the purpose of acting as initial trustee of the Liquidation Trust. Subject to approval of the Bankruptcy Court, the Liquidation Trustee shall be selected by the Committee in its sole discretion.

84. Non-Professional Administrative Claim: All Administrative Claims other than Professional Fee Claims.

85. Ordinary Course Liability: Claims incurred after the Petition Date and prior to the Effective Date in the ordinary course of business of the Debtor, relating to the Debtor's business, consistent with past practices during the pendency of and, as applicable, taking into account, the Chapter 11 Case.

86. Petition Date: September 2, 2016.

87. Plan: The Chapter 11 plan filed by the Debtor and the Committee as co-proponents, as such document may be amended or modified.
88. Plan Documents: The Plan and all exhibits thereto, the Disclosure Statement and all exhibits thereto, and the Plan Supplement.
89. Plan Objection Deadline: March 9, 2017 at 4:00 p.m. (prevailing Central Time).
90. Plan Supplement: The supplement to the Plan containing, inter alia, the form of the Liquidation Trust Agreement as referred to in the Plan and any exhibits thereto, to be filed no later than ten (10) days prior to the Confirmation Hearing.
91. Post-Confirmation Service List: The list of those Entities who have notified the Liquidation Trustee in writing, at or following the Effective Date, of their desire to receive notice of all pleadings filed after the Confirmation Date and have provided the email or physical address to which such notices shall be sent.
92. Post-Petition Tax Claim: An Administrative Claim or other Claim by a Governmental Unit for taxes (and for interest and/or penalties related to such taxes) for any tax year or period, which accrued or were assessed within the period from and including the Petition Date through and including the Effective Date.
93. Post-Petition Tax Claim Bar Date: The first Business Day that is the later of (i) forty-five (45) days following the Effective Date and (ii) ninety (90) days following the filing with the applicable Governmental Unit of the tax return for such taxes for such tax year or period, or by such earlier deadline governing a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.
94. Post-Petition Tax Claim Objection Deadline: The first Business Day that is thirty (30) days after the Post-Petition Tax Claim Bar Date or such earlier deadline governing the objection to a particular Post-Petition Tax Claim contained in an order of the Bankruptcy Court entered before the Effective Date.
95. Pre-Petition Loan Documents: The Prepetition Credit Agreement (as defined in the DIP Order) and all ancillary documents thereto.
96. Pre-Petition Secured Lenders: The lenders pursuant to the Prepetition Credit Agreement.
97. Priority Non-Tax Claim: Any Claim accorded priority in right of payment pursuant to Bankruptcy Code § 507(a), other than a Priority Tax Claim or an Administrative Claim.
98. Priority Tax Claim: Any Claim of the kind specified in Bankruptcy Code § 507(a)(8).
99. Professional: An Entity retained or to be compensated under Bankruptcy Code §§ 327, 328, 330, 331, 503(b)(3)(D), 503(b)(4), 503(b)(5) or 1103.
100. Professional Fee Claim: An Administrative Claim of a Professional for compensation for services rendered and/or reimbursement of costs and expenses incurred on or before the

tenth (10<sup>th</sup>) day after the Effective Date and including fees and expenses incurred in preparing final fee applications and participating in hearings on such applications.

101. Professional Fee Claim Bar Date: The first Business Day that is thirty (30) days after the Effective Date or such earlier deadline governing a particular Professional Fee Claim contained in an order of the Bankruptcy Court entered before the Effective Date.

102. Professional Fee Claim Objection Deadline: With respect to each application for allowance of a Professional Fee Claim, the first Business Day that is twenty (20) days after such application is filed.

103. Professional Fee Reserve: The reserve to be established by the Liquidation Trustee within a reasonable time after the Effective Date in an amount that, in the Liquidation Trustee's business judgment, is sufficient to pay estimated Allowed Professional Fee Claims.

104. Proof of Claim: Any proof of claim filed with the Bankruptcy Court or with DRC with respect to the Debtor pursuant to Bankruptcy Code § 501 and Bankruptcy Rules 3001 and 3002.

105. Proof of Claim Bar Date: November 15, 2016, the shortened bar date established by the Bankruptcy Court for filing Proofs of Claim, with certain exceptions, in the *Notice of Shortened Proof of Claim Bar Date* [Docket No. 270].

106. Pro Rata Share: As to a particular Holder of a particular Claim, the ratio that the amount of such Claim held by such Claim Holder bears to the aggregate amount of all Claims in the particular Class or category. Such ratio shall be calculated as if all Claims in the particular Class or category asserted against the Debtor are Allowed Claims as of the Effective Date, unless specifically provided otherwise in the Plan.

107. Purchaser: Monroe Capital Partners Fund LP and Monroe Capital Corporation as initial purchasers and TPP Operating, Inc., as the purchaser designee.

108. Non-Voting Class: A Class of Claims or Interests not entitled to vote to accept or reject the Plan.

109. Record Date: February 14, 2017, or such other date as shall be ordered by the Bankruptcy Court.

110. Rejection Claim Bar Date: The first Business Day that is thirty (30) days after the Effective Date or such earlier date that may be set by the Bankruptcy Court concerning a particular Executory Contract or Unexpired Lease.

111. Release Parties: The CRO, Winter Harbor, the Creditors' Committee and its individual members, the Estate Professionals, and each of their respective shareholders, officers, directors, and professionals, including lawyers and financial advisors. For the avoidance of doubt, the Release Parties do not include (i) the Debtor, (ii) the Debtor's current and former officers, directors, and agents or those acting in concert with any of the foregoing (except the CRO and Winter Harbor), (iii) the Pre-Petition Secured Lenders, DIP Lenders, DIP Agent, Purchaser, or their affiliates, in each case in any capacity, or (iv) Blackstreet.

112. Remaining Assets: Means all property interests, rights, claims, defenses and causes of action of the Debtor or its Estate, including but not limited to unpaid Tax Refunds, insurance policy proceeds, returned deposits, unexercised contract rights, and unpaid insurance policy premium refunds that belonged to the Debtor after the closing of the TPP Sale. For the avoidance of doubt, to the extent the DIP Liens encumber any of the foregoing assets, the DIP Liens shall remain in place with respect to any such assets and neither the Plan or the transfer of any such assets to the Liquidation Trust shall impair or otherwise affect the extent, validity, or existence of the DIP Liens with respect to the foregoing assets.

113. Reserves: The Professional Fee Reserve and the Liquidation Trust Expense Reserve.

114. Rights of Action: Any and all claims, debts, demands, rights, defenses, actions, causes of action, suits, controversies, contracts, agreements, promises, obligations, accounts, defenses, offsets, powers, privileges (including attorney/client privilege), licenses, and franchises, of any kind or character whatsoever, including Avoidance Actions, whether known or unknown, suspected or unsuspected, reduced to judgment, not reduced to judgment, liquidated, unliquidated, secured, unsecured, whether arising before, on, or after the Petition Date, in contract or in tort, at law or in equity, or under any other theory of law, whether asserted or assertable directly or indirectly or derivatively, including, without limitation, those Rights of Action identified in Article X and **Exhibit B** of the Plan. For the avoidance of doubt, the Rights of Action do not include any of the foregoing to the extent the same were transferred to the Purchaser pursuant to the APA and TPP Sale Order.

115. Schedules: The schedules of assets and liabilities and schedules of Executory Contracts and Unexpired Leases, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules [Docket No. 137].

116. Secured Claim: A Claim that is (a) secured in whole or part, as of the Petition Date (or otherwise by an order of the Bankruptcy Court or pursuant to the terms of the Plan), by a Lien against property of the Debtor that is valid, perfected, and enforceable under applicable law and is not subject to avoidance under the Bankruptcy Code or applicable nonbankruptcy law or (b) subject to setoff under Bankruptcy Code § 553; provided however, with respect to both (a) and (b), a Claim is a Secured Claim only to the extent of the value, net of any Lien senior to the applicable Lien, of the Estate's interest in the assets or property securing any such Claim or the amount subject to setoff, as the case may be.

117. Senior Secured Lenders: The DIP Agent and DIP Lenders.

118. Senior Secured Lender Allowed Claims: All Claims held by the Senior Secured Lenders against the Debtor or its Estate Pursuant to the DIP Order, the DIP Credit Agreement, and the Prepetition Loan Documents.

119. Secured Tax Claim: A Secured Claim of a Governmental Unit based on a tax allegedly owed by the Debtor.

120. SSG: SSG Advisors, LLC, Debtor's investment banker.

121. Statement of Financial Affairs: The statement of financial affairs, as may be amended from time to time, filed by the Debtor pursuant to Bankruptcy Code § 521, the official bankruptcy forms, and the Bankruptcy Rules [Docket No. 161].
122. Substantial Consummation: The actions taken on the Effective Date.
123. Tax Refunds: All refunds received by the Debtor from any state taxing authority or from the IRS after a determination that the Debtor has no federal or applicable state tax liability.
124. TPP Sale: The sale of certain of the Debtor's assets to the Purchaser pursuant to the APA, TPP Sale Order, and other ancillary documents.
125. TPP Sale Closing Date: November 8, 2016.
126. TPP Sale Order: The *Order Granting the Debtor's Motion, Pursuant to Bankruptcy Code Sections 105(a), 363, and 365, and Bankruptcy Rules 2002, 6004, and 6006, for Entry of an Order Authorizing the Sale of Assets Free and Clear of All Liens, Claims, Encumbrances, and Other Interests and Granting Related Relief* [Docket No. 355] pursuant to which the Bankruptcy Court approved the TPP Sale.
127. Treasury Regulations: The regulations promulgated under the Internal Revenue Code by the Department of the Treasury of the United States.
128. Unexpired Lease: A lease to which the Debtor is a party that is subject to assumption or rejection under Bankruptcy Code § 365.
129. Unimpaired: With respect to a Class of Claims or Interests, a Class of Claims or Interests that is unimpaired within the meaning of Bankruptcy Code § 1124.
130. U.S. Trustee: The Office of the United States Trustee for Region 6.
131. Voting Class: A Class entitled to vote to accept or reject the Plan.
132. Voting Deadline: August 11, 2016 at 4:00 p.m. (prevailing Central Time).
133. Wind-Down Cash: The remaining Cash held by the Debtor after the TPP Sale Closing Date and funded by the DIP Lenders in accordance with the DIP Order, DIP Credit Agreement, and DIP Budget.
134. Wind-Down Reserve: The reserve to be established as soon as practicable after the Effective Date to be funded with any remaining Wind-Down Cash and to be used to satisfy Allowed Claims consistent with the DIP Budget.
135. Winter Harbor: Winter Harbor LLC, in its capacity as CRO and as otherwise provided in the *Order Approving Motion for Entry of Order Pursuant to 11 U.S.C. §§ 105(a) and 363(b) Authorizing and Approving Debtor's (I) Retention and Employment of Winter harbor LLC and (II) Employment of Stuart Noyes as Chief Restructuring Officer* [Docket No. 220].

**EXHIBIT B**  
**RIGHTS OF ACTION**

Pursuant to the terms of the Plan and 11 U.S.C. § 1123(b)(3)(B) and except for items excluded pursuant to Article X of the Plan, on the Effective Date, all of the Debtor's Rights of Action and counterclaims will be retained under the Plan and transferred to and vest in the Liquidation Trust to be prosecuted exclusively by the Liquidation Trustee for the benefit of Holders of Liquidation Trust Interests and other Holders of Claims as provided in the Plan, including, without limitation, the following Rights of Action:<sup>2</sup>

1. All claims, counterclaims, causes of action and potential claims and causes of action held by the Debtor and the Estate and/or anyone acting in concert with them, including, but not limited to, Avoidance Actions, the D&O Claims, commercial torts, tortious interference with contractual and/or business relations, unfair competition, breach of contract, loss of income, setoff, recoupment, fraud, fraudulent inducement, misrepresentation, fraudulent or negligent omission, fraudulent or preferential transfers arising other than under the United States Bankruptcy Code, conversion, replevin, lender liability, recharacterization of debt as equity, equitable subordination, challenges as to the extent, priority and validity of any purported claims, liens and/or security interests, injury to property and/or title to property, negligence, recklessness, conspiracy, aiding and abetting, breach of fiduciary duty, breach of confidential relationship, mismanagement, violation of securities laws, self-dealing, usurpation of corporate opportunity, insolvent trading, breach of duty of loyalty, allowing, authorizing and/or receiving unlawful or improper distributions, unreasonable related party transactions, uncommercial transactions, improper redemption of equity interests, breach of duty of good faith, breach of duty to provide information, breach of duties of care and/or diligence, failure to make informed decisions, improper use of information to gain improper advantage and other, similarly grounded claims and causes of action against, without limitation, current and/or former shareholders, members, equity interest holders, debt holders, partners, prospective joint venture participants, joint venture participants, prospective contracting parties, contracting parties, prospective purchasers, purchasers, prospective sellers, sellers, directors, officers, managers, employees, agents, contractors, insurers, sureties, investment bankers, consultants, advisors, representatives, competitors, vendors and/or other creditors of the Debtor and/or entities affiliated with or otherwise related to any of the foregoing.
2. All Avoidance Actions (as that term is defined in the Plan), including without limitation, (i) for all payments made by the Debtor to creditors within 90 days prior to the filing of the bankruptcy petition, including but not limited to, all persons and entities identified in question 3 of the Debtor's Statement of Financial Affairs filed in the Chapter 11 Case, and (ii) for all payments made by the Debtor to "insiders" within one year prior to the filing of the bankruptcy petition, including but not limited to, those persons and entities identified in question 4 of the Debtor's Statement of Financial Affairs, and (iii) arising

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<sup>2</sup> For the Avoidance of Doubt, the Debtor's Rights of Action do not include any Rights of Action transferred to the Purchaser pursuant to the APA or the TPP Sale Order or that have been released pursuant to the DIP Order or the TPP Sale Order. Any Rights of Action against the Prepetition Lenders or the Senior Secured Lenders are limited by the terms of the DIP Order.



under sections 506(c), 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552(b), 553, or 724 of the Bankruptcy Code, or arising under similar state and federal statutes and common law, including the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act, or similar state law.

3. All Claims, counterclaims, defenses, and Rights of Action referenced in the Plan.
4. All other counterclaims and defenses, including without limitation the rights of setoff and recoupment, and all defenses of the Estate under 11 U.S.C. § 558.
5. All claims, counterclaims, causes of action and potential claims and causes of action held by the Debtor and the Estate as of the Effective Date, whether or not previously asserted, are preserved under the Plan for the benefit of the Liquidation Trust. The Debtor and/or the Liquidation Trustee, as the case may be, expressly reserve and preserve all rights to supplement at any time any and all retained claims and causes of action, including, without limitation, those described hereinafter, whether based on the results of prior, ongoing, or future investigations or otherwise.
6. All Rights of Action against any person or Entity listed on question 3 of the Debtor's Statement of Financial Affairs, as well as related Entities, principals, officers, and employees of any of the foregoing and any mediate or immediate transferees, including without limitation, all Avoidance Actions.
9. All Rights of Action against any person or Entity listed on question 4 of the Debtor's Statement of Financial Affairs, as well as related Entities, principals, officers, and employees of any of the foregoing and any mediate or immediate transferees, including without limitation, all Avoidance Actions.
10. All claims and causes of action against any person or Entity for fraudulent or preferential transfers under any applicable law, including without limitation any claims and causes of action against Blackstreet or the Senior Secured Lenders in connection with the Blackstreet Dividend Recapitalization.
11. All Rights of Action against any person or Entity for recovery of accounts receivable or enforcement of contractual obligations.
12. All Rights of Action against any federal, state, local or foreign taxing authority, including without limitation, for the recovery of tax credits, refunds, overpayments or other payments are retained and included in the Liquidation Trust Assets to the extent such Rights of Action have not been otherwise sold or transferred to Purchaser and are not capable of being setoff to reduce any claim of a taxing authority.
13. All Rights of Action arising under or related to any policy of insurance against any insurer, such insurer's agents, affiliates, related Entities, principals, officers and employees, or any other person or Entity.
14. All Rights of Action asserting alter ego, veil piercing, or reverse veil piercing.

15. All privileges, including the attorney-client, work-product and other privileges will belong to both the Liquidation Trust and the Debtor.
16. All Rights of Action against any person or Entity, including the Senior Secured Lenders, to enforce the terms of the TPP Sale Order.
17. All Rights of Action referenced in or related to that *The Official Committee of Unsecured Creditors of TPP Acquisition, Inc.'s Complaint for (I) Declaratory Relief; (II) Equitable Subordination; (III) Recharacterization; (IV) Avoidance of Preferences; (V) Avoidance of Fraudulent Transfers; (VI) Tortious Interference; (VII) Breach of Fiduciary Duty; (VIII) Aiding and Abetting Breaches of Fiduciary Duties; (IX) Instrumentality/Control Liability; (X) Principal/Agent Liability; (XI) Reimbursement and Indemnification; (XII) Alter Ego; and (XIII) Disallowance of Certain Claims* Adversary No. 16-03161-hdh, in the Bankruptcy Court filed on December 9, 2016, and any amendment thereto.
18. Any Challenge Proceeding (as defined in the DIP Order).
19. All Rights of Action against the Debtor's current and former officers, directors, and agents or those acting in concert with any of the foregoing arising any act or omission resulting in a breach of such persons' fiduciary duties under applicable law, including but not limited to Rights of Action against the foregoing persons relating to (i) the Blackstreet Dividend Recapitalization, (ii) the retention and termination of officers and directors of the Debtor, (iii) the ordering of inventory and incurrence of accounts payable to Holders of General Unsecured Claims, (iv) the relationship, agreements, and course of business between the Debtor and the Pre-Petition Secured Lender and its affiliates, and each of their respective representatives, and (v) the exercise of diligence or care in connection with all of the following.

The Liquidation Trust and Liquidation Trustee shall continue to analyze all potential Rights of Action and take appropriate action, including, but not limited to, filing lawsuits in appropriate venues. The Debtor does not waive any Rights of Action, counterclaims, or defenses that may exist. Nor shall conditional approval of the Disclosure Statement prejudice the Debtor's or Liquidation Trust's (as applicable) right to assert any claims and causes of action not identified herein, and all such claims and causes of action are expressly reserved and preserved.

**EXHIBIT 2**  
**PRE-PETITION TRANSFERS**

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
AAA Imaging Solutions	2313 S.SUSAN STREET		SANTA ANA	CA	92704		6/10/2016	\$36,247.50	MERCH
AAA Imaging Solutions	2313 S.SUSAN STREET		SANTA ANA	CA	92704		6/17/2016	\$36,343.77	MERCH
AAA Imaging Solutions	2313 S.SUSAN STREET		SANTA ANA	CA	92704		7/1/2016	\$38,442.44	MERCH
AAA Imaging Solutions	2313 S.SUSAN STREET		SANTA ANA	CA	92704		7/1/2016	\$24,881.57	MERCH
ABC CONSTRUCTION	2434 Highway 401 Business		RAEFORD	NC	28376		8/30/2016	\$1,100.00	MAINT
CITY OF ABILENE	CITY HALL	555 WALNUT STREET, ROOM 100	ABILENE	TX	79601		8/8/2016	\$100.00	TAX
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		6/10/2016	\$7,815.95	PRO FEES
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		6/24/2016	\$7,484.84	PRO FEES
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		7/8/2016	\$9,087.79	PRO FEES
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		7/29/2016	\$28,946.69	PRO FEES
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		8/19/2016	\$21,083.19	PRO FEES
ACM CAPITAL PARTNERS	200 S. BISCAYNE BLVD		MIAMI	FL	33131		8/31/2016	\$16,943.89	PRO FEES
ADDISON GROUP	7076 SOLUTIONS CENTER		CHICAGO	IL	60677-7000		6/10/2016	\$2,145.19	GENERAL
ADDISON GROUP	7076 SOLUTIONS CENTER		CHICAGO	IL	60677-7000		6/17/2016	\$2,755.48	GENERAL
USLife Ins Co of NY	PO Box 863952		Orlando	FL	32886-3952		6/9/2016	\$15,471.57	BENEFITS
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		6/21/2016	\$7.36	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		6/21/2016	\$205.55	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		6/21/2016	\$263.69	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		7/21/2016	\$3.16	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		7/21/2016	\$288.75	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		7/21/2016	\$361.15	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		8/23/2016	\$174.39	SALES TAX
ALABAMA DEPARTMENT OF REVENUE	BUSINESS PRIVILEGE TAX UNIT	PO BOX 327320	MONTGOMERY	AL	36132-7320		8/23/2016	\$216.01	SALES TAX
Alderwood Mall	P.O. BOX 5217		NEW YORK	NY	10087-5217		6/14/2016	\$25,682.05	RENT
ALL STATES SERVICES	PO BOX 94258		LAS VEGAS	NV	89193		6/24/2016	\$24.10	UTILITIES
ALL STATES SERVICES	PO BOX 94258		LAS VEGAS	NV	89193		8/11/2016	\$24.10	UTILITIES
ALPHEUS DATA SERVICES, LLC	PO BOX 301630		DALLAS	TX	75303-1630		6/10/2016	\$2,968.84	UTILITIES
ALPHEUS DATA SERVICES, LLC	PO BOX 301630		DALLAS	TX	75303-1630		7/13/2016	\$2,968.84	UTILITIES
Altoona Area School Dist.Tax Office	200R E Crawford Avenue		Altoona	PA	16602		6/24/2016	\$5.00	TAX
Altoona Water Authority	WATER & SEWER DIVISION	PO BOX 3150	ALTOONA	PA	16603-3150		6/17/2016	\$47.79	UTILITIES
Altoona Water Authority	WATER & SEWER DIVISION	PO BOX 3150	ALTOONA	PA	16603-3150		7/13/2016	\$44.60	UTILITIES
AMEREN MISSOURI	PO BOX 88068		CHICAGO	IL	60680-1068		7/8/2016	\$478.44	UTILITIES
AMEREN MISSOURI	PO BOX 88068		CHICAGO	IL	60680-1068		8/5/2016	\$542.93	UTILITIES
American Express	Travel Related Services Co.	P.O. Box 360001	Fort Lauderdale	FL	33336-0001		6/21/2016	\$1,082.23	TRAVEL
American Express	Travel Related Services Co.	P.O. Box 360001	Fort Lauderdale	FL	33336-0001		6/29/2016	\$85,287.13	TRAVEL
American Express	Travel Related Services Co.	P.O. Box 360001	Fort Lauderdale	FL	33336-0001		7/22/2016	\$1,333.08	TRAVEL
American Express	Travel Related Services Co.	P.O. Box 360001	Fort Lauderdale	FL	33336-0001		7/28/2016	\$61,802.96	TRAVEL
American Express	Travel Related Services Co.	P.O. Box 360001	Fort Lauderdale	FL	33336-0001		8/11/2016	\$20,000.00	TRAVEL
AEP	PO BOX 24002		CANTON	OH	44701-4002		6/24/2016	\$588.44	UTILITIES
AEP	PO BOX 24002		CANTON	OH	44701-4002		7/28/2016	\$774.92	UTILITIES
AMEREN ILLINOIS	PO BOX 88034		CHICAGO	IL	60680-1034		6/17/2016	\$289.66	UTILITIES
AMEREN ILLINOIS	PO BOX 88034		CHICAGO	IL	60680-1034		7/13/2016	\$120.94	UTILITIES
AMPAC	25366 Network Place		Chicago	IL	60673-1253		7/1/2016	\$713.09	SUPPLIES
AMPAC	25366 Network Place		Chicago	IL	60673-1253		8/11/2016	\$1,192.27	SUPPLIES
Annapolis Mall Owner LLC	C/O Bank Of America	File #54730	Los Angeles	CA	90074-4730		7/28/2016	\$5,166.66	RENT
ANTIETAM CABLE TELEVISION INC	PO BOX 64887		BALTIMORE	MD	21264-4887		6/10/2016	\$112.79	UTILITIES
ANTIETAM CABLE TELEVISION INC	PO BOX 64887		BALTIMORE	MD	21264-4887		7/13/2016	\$112.79	UTILITIES
ANTIETAM CABLE TELEVISION INC	PO BOX 64887		BALTIMORE	MD	21264-4887		8/11/2016	\$124.07	UTILITIES
APPALACHIAN POWER	PO BOX 24413		CANTON	OH	44701-4413		6/24/2016	\$204.37	UTILITIES
APPALACHIAN POWER	PO BOX 24413		CANTON	OH	44701-4413		7/28/2016	\$302.58	UTILITIES
APS	PO BOX 2906		PHOENIX	AZ	85062-2906		6/10/2016	\$502.14	UTILITIES
APS	PO BOX 2906		PHOENIX	AZ	85062-2906		7/13/2016	\$742.40	UTILITIES

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
APS	PO BOX 2906		PHOENIX	AZ	85062-2906		8/26/2016	\$778.02	UTILITIES
Aqua Pennsylvania	PO BOX 1229		NEWARK	NJ	07101-1229		6/10/2016	\$30.35	UTILITIES
Aqua Pennsylvania	PO BOX 1229		NEWARK	NJ	07101-1229		7/8/2016	\$27.38	UTILITIES
Aqua Pennsylvania	PO BOX 1229		NEWARK	NJ	07101-1229		8/5/2016	\$32.34	UTILITIES
Arbor Place II, LLC	BB# 01-4749-9	P.O. Box 9071	Addison	TX	75001-9071		6/9/2016	\$15,192.04	RENT
DDRA ARROWHEAD CROSSING LLC	DEPT 333814-21107-00049920	PO BOX 73416	CLEVELAND	OH	44193		6/10/2016	\$13,577.81	RENT
DDRA ARROWHEAD CROSSING LLC	DEPT 333814-21107-00049920	PO BOX 73416	CLEVELAND	OH	44193		6/14/2016	\$3,376.91	RENT
DDRA ARROWHEAD CROSSING LLC	DEPT 333814-21107-00049920	PO BOX 73416	CLEVELAND	OH	44193		7/28/2016	\$4,525.87	RENT
DDRA ARROWHEAD CROSSING LLC	DEPT 333814-21107-00049920	PO BOX 73416	CLEVELAND	OH	44193		8/23/2016	\$3,948.57	RENT
Asheville Mail CMBS, LLC	Three South Tunnel Rd		Asheville	NC	28805		6/9/2016	\$11,808.83	RENT
CITY OF ASHEBORO	BILLING & COLLECTION DEPT	146 N. CHURCH ST	ASHEBORO	NC	27203		6/17/2016	\$20.00	UTILITIES
CITY OF ASHEBORO	BILLING & COLLECTION DEPT	146 N. CHURCH ST	ASHEBORO	NC	27203		7/13/2016	\$41.09	UTILITIES
Ashwaubenon Water & Sewer Utility	PO BOX 187		GREEN BAY	WI	54305-0187		6/24/2016	\$75.12	UTILITIES
ARKADIN INC.	PO BOX 2939		SOUTHAMPTON	NY	11969		7/1/2016	\$1,938.19	UTILITIES
ARKADIN INC.	PO BOX 2939		SOUTHAMPTON	NY	11969		8/11/2016	\$2,249.39	UTILITIES
ATLANTICARE PHYSICIAN GROUP	PO BOX 786061		PHILADELPHIA	PA	19178-6061		6/9/2016	\$32.00	BENEFITS
Atmos Energy	PO Box 790311		St Louis	MO	63179-0311		6/17/2016	\$47.95	UTILITIES
Atmos Energy	PO Box 790311		St Louis	MO	63179-0311		7/13/2016	\$51.46	UTILITIES
AT&T U-VERSE	PO BOX 5014		CAROL STREAM	IL	60197-5014		6/24/2016	\$95.00	UTILITIES
AT&T U-VERSE	PO BOX 5014		CAROL STREAM	IL	60197-5014		7/28/2016	\$104.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$155.24	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$91.16	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$95.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$275.26	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$76.50	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/10/2016	\$799.23	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/17/2016	\$100.88	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/17/2016	\$124.37	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/24/2016	\$112.35	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/24/2016	\$120.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		6/24/2016	\$63.79	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/1/2016	\$85.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/1/2016	\$47.37	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/1/2016	\$120.78	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/8/2016	\$102.16	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/8/2016	\$155.24	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/8/2016	\$95.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/8/2016	\$275.26	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/13/2016	\$80.63	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/13/2016	\$799.23	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/13/2016	\$110.88	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/28/2016	\$120.78	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/28/2016	\$85.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		7/28/2016	\$185.26	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/5/2016	\$47.37	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/5/2016	\$144.48	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/5/2016	\$275.26	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/5/2016	\$95.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/11/2016	\$80.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$799.30	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$110.88	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$125.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$120.78	UTILITIES

In re: TPP Acquisition, Inc.  
Case No. 16-33437  
Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$64.52	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$105.84	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$85.00	UTILITIES
AT&T	PO Box 105068		Atlanta	GA	30348-5068		8/26/2016	\$120.78	UTILITIES
City Of Aurora	P.O.Box 2697		Aurora	IL	60507-2697		7/28/2016	\$42.31	UTILITIES
AURORA MEDICAL GROUP	PO BOX 341308		MILWAUKEE	WI	53234-1308		6/9/2016	\$85.00	BENEFITS
BACKDROP EXPRESS	1950 INDUSTRIAL DR		NILES	MI	49120		9/1/2016	\$4,350.00	SUPPLIES
Baltimore County, Maryland	Historic Court House	400 Washington Ave, Room 150	Towson	MD	21204-4665		7/13/2016	\$90.00	TAX
VILLAGE OF BARBOURSVILLE	PO BOX 266		BARBOURSVILLE	WV	25504		6/10/2016	\$5.00	TAX
VILLAGE OF BARBOURSVILLE	PO BOX 266		BARBOURSVILLE	WV	25504		8/5/2016	\$51.98	TAX
BBDZIGN LLC	13 LETENDRE AVE		ALLENSTOWN	NH	03275		6/10/2016	\$2,036.00	SUPPLIES
BBDZIGN LLC	13 LETENDRE AVE		ALLENSTOWN	NH	03275		7/1/2016	\$1,391.00	SUPPLIES
BBDZIGN LLC	13 LETENDRE AVE		ALLENSTOWN	NH	03275		8/5/2016	\$1,847.00	SUPPLIES
PREIT SERVICES LLC	ATTN: MALL MANAGEMENT OFFICE	570 RT. 18	MONACA	PA	15061		6/15/2016	\$1,250.00	RENT
BELMONT COUNTY SANITARY SEWER DISTRICT	PO BOX 457		ST. CLAIRSVILLE	OH	43950		7/8/2016	\$40.25	UTILITIES
BELMONT COUNTY SANITARY SEWER DISTRICT	PO BOX 457		ST. CLAIRSVILLE	OH	43950		8/5/2016	\$41.56	UTILITIES
Town Of Berlin	Po Box 41		Berlin	MA	01503		6/10/2016	\$686.11	TAX
BGE	Po Box 13070		Philadelphia	PA	19101-3070		7/8/2016	\$599.95	UTILITIES
BGE	Po Box 13070		Philadelphia	PA	19101-3070		8/5/2016	\$630.32	UTILITIES
BISHOP & SONS PLUMBING & PIPING INC.	PO BOX 12266		CHARLESTON	SC	29422-2266		7/8/2016	\$3,637.55	MAINT
BLACK EYE DIGITAL, INC.	824 EXPOSITION AVE	SUITE 2	DALLAS	TX	75226		7/28/2016	\$9,275.00	MARKETING
BLACK EYE DIGITAL, INC.	824 EXPOSITION AVE	SUITE 2	DALLAS	TX	75226		8/5/2016	\$9,200.00	MARKETING
KARIN BLAND	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$300.00	EMPLOYEE
Village Of Bloomingdale	P.O. Box 4717		North Suburban	IL	60197-4717		7/28/2016	\$593.63	UTILITIES
LANCE BOGE	201 EAST 36TH STREET		NEW YORK	NY	10016		6/17/2016	\$2,500.00	MARKETING
LANCE BOGE	201 EAST 36TH STREET		NEW YORK	NY	10016		8/11/2016	\$2,500.00	MARKETING
BOISE MALL LLC	BOISE TOWNE SQUARE	350 N. MILWAUKEE, SPACE 2319	BOISE	ID	83704		6/14/2016	\$11,294.47	RENT
City of Bowie	2614 Kenhill Dr		Bowie	MD	20715		6/10/2016	\$58.00	TAX
BOX, INC	900 JEFFERSON AVE		REDWOOD CITY	CA	94063		7/8/2016	\$709.57	GENERAL
BREA FIRE DEPARTMENT	FIRE PREVENTION DIVISION	1 CIVIC CENTER CIRCLE	BREA	CA	92821-5732		6/24/2016	\$116.60	GENERAL
Bridgewater Commons	400 COMMONS WAY	SUITE #100	BRIDGEWATER	NJ	8807		6/14/2016	\$33,420.53	RENT
Brodnax Printing Company LLC	737 Regal Row		Dallas	TX	75247		7/8/2016	\$39,000.00	SUPPLIES
Brodnax Printing Company LLC	737 Regal Row		Dallas	TX	75247		7/28/2016	\$29,213.00	SUPPLIES
Brodnax Printing Company LLC	737 Regal Row		Dallas	TX	75247		8/5/2016	\$21,897.00	SUPPLIES
Brodnax Printing Company LLC	737 Regal Row		Dallas	TX	75247		8/11/2016	\$20,234.00	SUPPLIES
County of Broward	Revenue Collection Division	115 S Andrews Ave, Room A100	Fort Lauderdale	FL	33301-1895		6/10/2016	\$152.60	TAX
Town Of Burlington	P.O. Box 376		Burlington	MA	01803		6/10/2016	\$78.66	TAX
Derek Burns	1155 Kas Drive	Suite 180	Richardson	TX	75081		7/28/2016	\$200.00	EMPLOYEE
Derek Burns	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		6/10/2016	\$20,714.74	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		6/17/2016	\$19,675.37	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		6/24/2016	\$21,047.32	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/1/2016	\$29,258.95	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/1/2016	\$14,812.50	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/8/2016	\$22,213.84	RENT

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/15/2016	\$21,493.71	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/22/2016	\$20,145.98	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		7/29/2016	\$22,153.77	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		8/3/2016	\$14,812.50	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		8/5/2016	\$21,186.69	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		8/12/2016	\$20,211.65	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		8/19/2016	\$22,017.58	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		8/26/2016	\$25,155.84	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		9/1/2016	\$24,257.62	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		9/1/2016	\$23,918.81	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		9/1/2016	\$25,000.00	RENT
Buy Buy Baby	650 Liberty Avenue	Attn: Leslie O'Bannon	Union	NJ	07083		9/1/2016	\$9,812.50	RENT
BED BATH & BEYOND	ATTN: JILLIAN BRAND	650 LIBERTY AVE	UNION	NJ	07083		8/12/2016	\$6,500.00	MARKETING
C2 GRAPHICS	2831 CAIN BLVD.		DALLAS	TX	75211		8/5/2016	\$838.94	MARKETING
Cabinets West Inc	8945 Diplomacy Row		Dallas	TX	75247		7/1/2016	\$6,485.00	SUPPLIES
Cabinets West Inc	8945 Diplomacy Row		Dallas	TX	75247		8/5/2016	\$6,485.00	SUPPLIES
Cabinets West Inc	8945 Diplomacy Row		Dallas	TX	75247		8/11/2016	\$6,485.00	SUPPLIES
Cabinets West Inc	8945 Diplomacy Row		Dallas	TX	75247		8/31/2016	\$12,435.00	SUPPLIES
CITY OF CALEXICO	608 HEBER AVE		CALEXICO	CA	92231		6/17/2016	\$205.00	TAX
State Board Of Equalization	P.O. Box 942879		Sacramento	CA	94279-0095		6/27/2016	\$84,276.00	SALES TAX
State Board Of Equalization	P.O. Box 942879		Sacramento	CA	94279-0095		8/1/2016	\$126,389.00	SALES TAX
State Board Of Equalization	P.O. Box 942879		Sacramento	CA	94279-0095		8/25/2016	\$66,800.00	SALES TAX
California Water Service Company	P.O. BOX 940001		SAN JOSE	CA	95194-0001		6/10/2016	\$16.68	UTILITIES
California Water Service Company	P.O. BOX 940001		SAN JOSE	CA	95194-0001		7/8/2016	\$85.49	UTILITIES
California Water Service Company	P.O. BOX 940001		SAN JOSE	CA	95194-0001		8/5/2016	\$88.10	UTILITIES
AKF2 CARDINAL PARK LLC	PO BOX 865165		ORLANDO	FL	32886-5165		6/6/2016	\$14,348.72	RENT
AKF2 CARDINAL PARK LLC	PO BOX 865165		ORLANDO	FL	32886-5165		7/7/2016	\$14,702.13	RENT
AKF2 CARDINAL PARK LLC	PO BOX 865165		ORLANDO	FL	32886-5165		8/5/2016	\$14,702.13	RENT
AKF2 CARDINAL PARK LLC	PO BOX 865165		ORLANDO	FL	32886-5165		8/9/2016	\$750.00	RENT
CareerBuilder, LLC	13047 Collections Center Drive		Chicago	IL	60693-0130		6/10/2016	\$871.33	GENERAL
CareerBuilder, LLC	13047 Collections Center Drive		Chicago	IL	60693-0130		7/8/2016	\$497.82	GENERAL
CARESTAT FOLSOM	213 MORTON AVENUE		FOLSOM	PA	19033-3023		6/9/2016	\$49.00	BENEFITS
Cary Venture Limited Partnership	1105 Walnut St.	SUITE 200	Cary	NC	27511		6/9/2016	\$14,296.41	RENT
CASEVILLE TOWNSHIP SEWER	PO BOX 1900		FAIRVIEW HEIGHTS	IL	62208		7/1/2016	\$45.80	UTILITIES
CASEVILLE TOWNSHIP SEWER	PO BOX 1900		FAIRVIEW HEIGHTS	IL	62208		7/28/2016	\$45.79	UTILITIES
Clarksville Department of Electricity	2021 WILMA RUDOLPH BLVD		CLARKSVILLE	TN	37040		6/17/2016	\$351.45	UTILITIES
Clarksville Department of Electricity	2021 WILMA RUDOLPH BLVD		CLARKSVILLE	TN	37040		7/13/2016	\$519.62	UTILITIES
Central Maine Power	PO BOX 847810		BOSTON	MA	02284-7810		7/1/2016	\$491.88	UTILITIES
Central Maine Power	PO BOX 847810		BOSTON	MA	02284-7810		7/28/2016	\$527.15	UTILITIES
Central Maine Power	PO BOX 847810		BOSTON	MA	02284-7810		8/26/2016	\$594.37	UTILITIES
Centrics LLC	2275 Cassens Dr	Suite 130	Fenton	MO	63026		7/13/2016	\$7,006.80	MAINT
Centrics LLC	2275 Cassens Dr	Suite 130	Fenton	MO	63026		8/5/2016	\$25,000.00	MAINT
Centrics LLC	2275 Cassens Dr	Suite 130	Fenton	MO	63026		8/11/2016	\$22,739.10	MAINT
Century Link	PO Box 29040		Phoenix	AZ	85038-9040		6/10/2016	\$117.53	UTILITIES
Century Link	PO Box 29040		Phoenix	AZ	85038-9040		7/8/2016	\$117.53	UTILITIES
Century Link	PO Box 29040		Phoenix	AZ	85038-9040		8/11/2016	\$119.52	UTILITIES
CITY OF CENTENNIAL	PROCESSING CENTER	PO BOX 17383	DENVER	CO	80217-0383		6/16/2016	\$293.71	TAX
CITY OF CENTENNIAL	PROCESSING CENTER	PO BOX 17383	DENVER	CO	80217-0383		7/25/2016	\$194.88	TAX
CITY OF CENTERVILLE	COMM BUSINESS LICENSE	300 EAST CHURCH ST.	CENTERVILLE	GA	31028		6/24/2016	\$81.07	UTILITIES



In re: TPP Acquisition, Inc.  
Case No. 16-33437  
Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
CITY OF CENTERVILLE	COMM BUSINESS LICENSE	300 EAST CHURCH ST.	CENTERVILLE	GA	31028		7/28/2016	\$52.08	UTILITIES
CITY OF CENTERVILLE	COMM BUSINESS LICENSE	300 EAST CHURCH ST.	CENTERVILLE	GA	31028		8/26/2016	\$57.29	UTILITIES
CTWA	224 CENTER GRANGE ROAD		ALCUIPPA	PA	15001		7/13/2016	\$199.33	UTILITIES
CENTRAL VALLEY SCHOOL DISTRICT	JEANNE BOWSER, COLLECTOR	704 PINE STREET	ALCUIPPA	PA	15001		8/5/2016	\$25.22	TAX
CITY OF CHANDLER	MAIL STOP 701	PO BOX 15001	CHANDLER	AZ	85244-5001		6/21/2016	\$229.19	TAX
CITY OF CHANDLER	MAIL STOP 701	PO BOX 15001	CHANDLER	AZ	85244-5001		6/21/2016	\$0.00	TAX
CITY OF CHANDLER	MAIL STOP 701	PO BOX 15001	CHANDLER	AZ	85244-5001		7/19/2016	\$305.30	TAX
CITY OF CHANDLER	MAIL STOP 701	PO BOX 15001	CHANDLER	AZ	85244-5001		8/12/2016	\$209.97	TAX
CHARLESTON COUNTY	REVENUE COLLECTION DEPT	4045 BRIDGE VIEW DRIVE	NORTH CHARLESTON	SC	29405-7464		6/10/2016	\$112.46	SALES TAX
CITY OF CHARLOTTE	PO BOX 31032		CHARLOTTE	NC	28231-1032		7/13/2016	\$35.00	GENERAL
Cherryvale Mall, LLC	P.O. BOX 630624		CINCINNATI	OH	45263-0624		6/9/2016	\$14,404.16	RENT
BARBARA O. CARRAWAY, CITY TREASURER	PO BOX 16495		CHESAPEAKE	VA	23328-6495		6/10/2016	\$427.18	TAX
Village Of Chicago Ridge	10455 S. RIDGELAND		CHICAGO RIDGE	IL	60415		7/1/2016	\$37.19	UTILITIES
Village Of Chicago Ridge	10455 S. RIDGELAND		CHICAGO RIDGE	IL	60415		7/1/2016	\$25.00	UTILITIES
Village Of Chicago Ridge	10455 S. RIDGELAND		CHICAGO RIDGE	IL	60415		7/28/2016	\$37.20	UTILITIES
Village Of Chicago Ridge	10455 S. RIDGELAND		CHICAGO RIDGE	IL	60415		8/26/2016	\$37.20	UTILITIES
CINDY CHRISTY	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$1,200.00	EMPLOYEE
CINDY CHRISTY	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$400.00	EMPLOYEE
CHUBB & SON	PO BOX 382001		PITTSBURGH	PA	15250-8001		6/9/2016	\$35,036.17	BENEFITS
CHUBB & SON	PO BOX 382001		PITTSBURGH	PA	15250-8001		7/29/2016	\$70,062.34	BENEFITS
CHUBB & SON	PO BOX 382001		PITTSBURGH	PA	15250-8001		8/31/2016	\$35,036.17	BENEFITS
City of Citrus Heights	Business License Application	7927 Auburn Boulevard	Citrus Heights	CA	95610		6/10/2016	\$51.00	TAX
City of Citrus Heights	Business License Application	7927 Auburn Boulevard	Citrus Heights	CA	95610		8/5/2016	\$76.00	TAX
Clackamas Town Center	PO Box 860117		Minneapolis	MN	55486-0117		6/14/2016	\$24,379.18	RENT
Clark County Assessor- Michele W Shale	500 S Grand Central Pkwy, 3rd Floor		Las Vegas	NV	89155-1401		8/5/2016	\$70.00	TAX
Clark County Assessor- Michele W Shale	500 S Grand Central Pkwy, 3rd Floor		Las Vegas	NV	89155-1401		8/28/2016	\$70.00	TAX
Clark Public Utilities	Po Box 8989		Vancouver	WA	98668		6/10/2016	\$376.49	UTILITIES
Clark Public Utilities	Po Box 8989		Vancouver	WA	98668		7/8/2016	\$327.59	UTILITIES
Clark Public Utilities	Po Box 8989		Vancouver	WA	98668		8/5/2016	\$382.78	UTILITIES
CLARKSVILLE GAS AND WATER	2215 MADISON ST		CLARKSVILLE	TN	37043		6/24/2016	\$27.20	UTILITIES
CLARKSVILLE GAS AND WATER	2215 MADISON ST		CLARKSVILLE	TN	37043		7/1/2016	\$29.92	UTILITIES
CLARKSVILLE GAS AND WATER	2215 MADISON ST		CLARKSVILLE	TN	37043		7/13/2016	\$38.49	UTILITIES
Clear Creek ISD Tax Office	PO Box 799		League City	TX	77574-0799		6/17/2016	\$845.98	TAX
Clear Creek ISD Tax Office	PO Box 799		League City	TX	77574-0799		6/17/2016	\$126.94	TAX
CLERMONT COUNTY	WATER RESOURCES DEPARTMENT	4400 HASKELL LANE	BATAVIA	OH	45103		6/10/2016	\$72.83	UTILITIES
CLERMONT COUNTY	WATER RESOURCES DEPARTMENT	4400 HASKELL LANE	BATAVIA	OH	45103		8/5/2016	\$70.75	UTILITIES
Colorado Department Of Revenue			Denver	CO	80261-0008		6/20/2016	\$4.00	SALES TAX
Colorado Department Of Revenue			Denver	CO	80261-0008		6/20/2016	\$948.00	SALES TAX
Colorado Department Of Revenue			Denver	CO	80261-0008		7/1/2016	\$46.00	SALES TAX
Colorado Department Of Revenue			Denver	CO	80261-0008		7/20/2016	\$15.00	SALES TAX
Colorado Department Of Revenue			Denver	CO	80261-0008		7/20/2016	\$1,235.00	SALES TAX
Colorado Department Of Revenue			Denver	CO	80261-0008		8/22/2016	\$901.00	SALES TAX
The Mall In Columbia	Pob 64009	C/O The Rouse Company	Baltimore	MD	21264-4009		6/14/2016	\$50,392.13	RENT
City Of Columbia	Business License Division	PO Box 147	Columbia	SC	29217		6/10/2016	\$280.89	TAX
City Of Columbia	Business License Division	PO Box 147	Columbia	SC	29217		7/1/2016	\$28.08	TAX
Columbia Gas of Pennsylvania	PO Box 742537		Cincinnati	OH	45274-2537		6/17/2016	\$23.47	UTILITIES
Columbia Gas of Pennsylvania	PO Box 742537		Cincinnati	OH	45274-2537		7/1/2016	\$22.53	UTILITIES
Columbia Gas of Pennsylvania	PO Box 742537		Cincinnati	OH	45274-2537		7/13/2016	\$22.74	UTILITIES

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Columbia Gas of Pennsylvania	PO Box 742537		Cincinnati	OH	45274-2537		8/5/2016	\$22.53	UTILITIES
Columbia Gas of Pennsylvania	PO Box 742537		Cincinnati	OH	45274-2537		8/26/2016	\$22.74	UTILITIES
COMCAST COMMUNICATIONS	PO BOX 3006		SOUTHEASTERN	PA	19398-3006		7/1/2016	\$114.60	UTILITIES
COMCAST COMMUNICATIONS	PO BOX 3006		SOUTHEASTERN	PA	19398-3006		8/5/2016	\$114.40	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		6/10/2016	\$267.97	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		6/24/2016	\$1,060.61	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		7/1/2016	\$270.80	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		7/8/2016	\$267.72	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		7/28/2016	\$1,405.06	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		8/5/2016	\$264.89	UTILITIES
Comed	PO Box 6111		Carol Stream	IL	60197-6111		8/26/2016	\$1,384.73	UTILITIES
COMMONWEALTH FINISHES	6010 RIVER TERRACE		TAMPA	FL	33604		6/28/2016	\$830.00	MAINT
COMMONWEALTH FINISHES	6010 RIVER TERRACE		TAMPA	FL	33604		7/8/2016	\$830.00	MAINT
OCCUPATIONAL HEALTH CENTERS	of THE SOUTHWEST, P.A., P.C.	PO BOX 8750	ELKRIDGE	MD	21075-8750		6/10/2016	\$64.00	GENERAL
ConEdison Solutions	PO Box 223246		Pittsburgh	PA	15251-2246		6/24/2016	\$368.63	UTILITIES
ConEdison Solutions	PO Box 223246		Pittsburgh	PA	15251-2246		7/28/2016	\$468.45	UTILITIES
ConEdison Solutions	PO Box 223246		Pittsburgh	PA	15251-2246		8/26/2016	\$488.07	UTILITIES
CONEXIS	PO BOX 224547		DALLAS	TX	75222-4547		6/9/2016	\$833.75	BENEFITS
CONEXIS	PO BOX 224547		DALLAS	TX	75222-4547		7/13/2016	\$256.25	BENEFITS
CONEXIS	PO BOX 224547		DALLAS	TX	75222-4547		8/4/2016	\$301.29	BENEFITS
Department of Revenue Services	PO Box 5089		Hartford	CT	06102-5089		6/30/2016	\$1,517.00	SALES TAX
Department of Revenue Services	PO Box 5089		Hartford	CT	06102-5089		8/1/2016	\$1,791.00	SALES TAX
Department of Revenue Services	PO Box 5089		Hartford	CT	06102-5089		8/31/2016	\$1,295.00	SALES TAX
CONROY MILLENIA PARTNERS, LLP	Attn: Brittany Morrison	4192 Conroy Road, Suite 110	ORLANDO	FL	32839		6/10/2016	\$8,616.01	RENT
CONROY MILLENIA PARTNERS, LLP	Attn: Brittany Morrison	4192 Conroy Road, Suite 110	ORLANDO	FL	32839		6/17/2016	\$21,540.03	RENT
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		6/10/2016	\$327.94	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		6/24/2016	\$102.51	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		7/1/2016	\$487.66	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		7/13/2016	\$327.94	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		7/28/2016	\$626.50	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		8/11/2016	\$328.11	UTILITIES
CONSOLIDATED COMMUNICATIONS	PO BOX 66523		ST LOUIS	MO	63166-6523		8/26/2016	\$590.57	UTILITIES
Coppell Heating & Air Conditioning, Inc	PO Box 406		Coppell	TX	75019		6/10/2016	\$1,805.85	MAINT
Pennmark Coventry Holdings LLC	351 West Schuykill Rd		Pottstown	PA	19465		6/10/2016	\$511.92	UTILITIES
Pennmark Coventry Holdings LLC	351 West Schuykill Rd		Pottstown	PA	19465		7/13/2016	\$708.77	UTILITIES
CPS Energy	Po Box 2678		San Antonio	TX	78289-0001		7/1/2016	\$660.77	UTILITIES
CPS Energy	Po Box 2678		San Antonio	TX	78289-0001		7/28/2016	\$719.23	UTILITIES
JARVION CRAWFORD	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/24/2016	\$200.00	EMPLOYEE
CRITEO CORP	PO BOX 392422		PITTSBURGH	PA	15251-9422		7/22/2016	\$28,416.85	MARKETING
CRITEO CORP	PO BOX 392422		PITTSBURGH	PA	15251-9422		8/11/2016	\$14,580.55	MARKETING
CRITEO CORP	PO BOX 392422		PITTSBURGH	PA	15251-9422		8/23/2016	\$23,040.20	MARKETING
Crossgates Mall General Co NewCo LLC	M&T Bank	PO Box 8000, Dept 977	Buffalo	NY	14267		6/28/2016	\$17,723.42	RENT
Crossgates Mall General Co NewCo LLC	M&T Bank	PO Box 8000, Dept 977	Buffalo	NY	14267		7/22/2016	\$8,972.90	RENT
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	161 N.Clark St., Suite 2550	Chicago	IL	60601		7/6/2016	\$3,750.00	PRO FEES
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	161 N.Clark St., Suite 2550	Chicago	IL	60601		8/3/2016	\$1,015.40	PRO FEES
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	161 N.Clark St., Suite 2550	Chicago	IL	60601		8/4/2016	\$1,121.68	PRO FEES

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	161 N.Clark St., Suite 2550	Chicago	IL	60601		8/11/2016	\$10,000.00	PRO FEES
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	161 N.Clark St., Suite 2550	Chicago	IL	60601		8/23/2016	\$1,462.15	PRO FEES
CUMBERLAND MALL ASSOCIATES	PO BOX 512684		PHILADELPHIA	PA	19175-2684		6/15/2016	\$1,502.39	RENT
CUMMINS SOUTHERN PLAINS LLC	PO BOX 90027		ARLINGTON	TX	76004-3027		6/10/2016	\$3,592.09	MAINT
JOHN R AMES, CTA	PO BOX 139066		DALLAS	TEXAS	75313-9066		6/17/2016	\$340.31	TAX
PR NORTH DARTMOUTH LLC	PO BOX 951316		CLEVELAND	OH	44193-1316		6/15/2016	\$1,250.00	RENT
Dataflow Services	Po Box 650349		Dallas	TX	75265-0349		6/17/2016	\$1,051.08	MAINT
BRITTNEY DAVIS	1155 Kas Drive	Suite 180	Richardson	TX	75081		7/14/2016	\$200.00	EMPLOYEE
Deerbrook Mall	20131 Highway 59 North		Humble	TX	77338		6/14/2016	\$5,667.54	RENT
DETF	Employer Training Fund Tax	PO Box 41780	Philadelphia	PA	19101-1780		6/10/2016	\$64.45	TAX
Delmarva Power	PO BOX 13609		PHILADELPHIA	PA	19101		6/10/2016	\$593.54	UTILITIES
Delmarva Power	PO BOX 13609		PHILADELPHIA	PA	19101		7/13/2016	\$621.45	UTILITIES
Delmarva Power	PO BOX 13609		PHILADELPHIA	PA	19101		8/26/2016	\$586.01	UTILITIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		6/10/2016	\$13,266.42	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		6/17/2016	\$13,878.53	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		7/1/2016	\$11,102.53	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		7/11/2016	\$21,993.18	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		7/28/2016	\$28,333.97	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		8/5/2016	\$19,811.84	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		8/11/2016	\$10,864.72	SUPPLIES
Denny Mfg. Company, Inc.	Po Box 7200		Mobile	AL	36670		8/26/2016	\$16,053.50	SUPPLIES
DFM PRINT PAK LLC	1350 Avenue S	Suite 100	Grand Prairie	TX	75050		6/10/2016	\$102,961.47	MERCH
DFM PRINT PAK LLC	1350 Avenue S	Suite 100	Grand Prairie	TX	75050		6/17/2016	\$23,493.80	MERCH
DFM PRINT PAK LLC	1350 Avenue S	Suite 100	Grand Prairie	TX	75050		7/1/2016	\$44,804.99	MERCH
DFM PRINT PAK LLC	1350 Avenue S	Suite 100	Grand Prairie	TX	75050		7/11/2016	\$26,396.57	MERCH
District Photo Inc	10501 Rhode Island Ave		Beltsville	MD	20705		6/10/2016	\$4,878.88	SUPPLIES
District Photo Inc	10501 Rhode Island Ave		Beltsville	MD	20705		7/8/2016	\$4,674.68	SUPPLIES
District Photo Inc	10501 Rhode Island Ave		Beltsville	MD	20705		7/28/2016	\$4,104.55	SUPPLIES
DOGGIE HARMONY	PO BOX 3008		DECATUR	GA	30031		6/10/2016	\$450.00	GENERAL
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		6/10/2016	\$377.46	UTILITIES
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		7/1/2016	\$598.41	UTILITIES
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		7/8/2016	\$458.29	UTILITIES
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		7/28/2016	\$665.74	UTILITIES
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		8/5/2016	\$422.06	UTILITIES
Dominion Virginia Power	PO BOX 26543		RICHMOND	VA	23290-0001		8/26/2016	\$575.90	UTILITIES
City Of Dover Utility	P.O. BOX 7100		DOVER	DE	19903-7100		6/10/2016	\$227.59	UTILITIES
City Of Dover Utility	P.O. BOX 7100		DOVER	DE	19903-7100		7/8/2016	\$232.41	UTILITIES
City Of Dover Utility	P.O. BOX 7100		DOVER	DE	19903-7100		8/5/2016	\$213.78	UTILITIES
City Of Dover Utility	P.O. BOX 7100		DOVER	DE	19903-7100		8/26/2016	\$204.64	UTILITIES
Nancy Duggan	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$1,100.00	EMPLOYEE
Nancy Duggan	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/29/2016	\$1,400.00	EMPLOYEE
Dulles Town Center Mall,LLC	C/O Lerner Corporation	2000 Tower Oaks Blvd, 8th Fl	Rockville	MD	20852		6/29/2016	\$8,000.00	RENT
Dulles Town Center Mall,LLC	C/O Lerner Corporation	2000 Tower Oaks Blvd, 8th Fl	Rockville	MD	20852		7/28/2016	\$8,000.00	RENT
Duquesne Light Company	Payment Processing Center	P O Box 10	Pittsburgh	PA	15230-0010		6/10/2016	\$461.21	UTILITIES
Duquesne Light Company	Payment Processing Center	P O Box 10	Pittsburgh	PA	15230-0010		6/24/2016	\$436.88	UTILITIES
Duquesne Light Company	Payment Processing Center	P O Box 10	Pittsburgh	PA	15230-0010		7/13/2016	\$621.81	UTILITIES
Duquesne Light Company	Payment Processing Center	P O Box 10	Pittsburgh	PA	15230-0010		7/28/2016	\$464.96	UTILITIES
Duquesne Light Company	Payment Processing Center	P O Box 10	Pittsburgh	PA	15230-0010		8/26/2016	\$1,088.29	UTILITIES
DYD MANAGEMENT SERVICES CORP	17 FARAWAY ROAD		ARMONK	NY	10504		8/26/2016	\$8,402.12	PRO FEES

In re: TPP Acquisition, Inc.  
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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
EARLY YEARS PRESCHOOL	3003 ENGLISH CREEK AVE		EGG HARBOR TWP.	NJ	08234		7/8/2016	\$243.39	REBATES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		6/10/2016	\$28,228.69	UTILITIES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		7/1/2016	\$16,007.45	UTILITIES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		8/5/2016	\$27,056.47	UTILITIES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		8/11/2016	\$19,816.82	UTILITIES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		8/26/2016	\$832.36	UTILITIES
EarthLink Business	3000 Columbia House Blvd	Suite 106	Vancouver	WA	98661		8/30/2016	\$47,949.52	UTILITIES
Madison/East Towne, LLC	c/o CBL & Associates Mgmt.	PO Box 956607 CBL #0600	St. Louis	MO	63195-5607		6/9/2016	\$11,250.00	RENT
EASTGATE MALL CMBS, LLC	c/o CBL & ASSOCIATES MGMT, INC	PO BOX 74933	CLEVELAND	OH	44194-4933		6/9/2016	\$14,733.87	RENT
EPB	ATTN: REMITTANCE PROCESSING	PO BOX 182254	CHATTANOOGA	TN	37422-7254		6/10/2016	\$9.51	UTILITIES
EPB	ATTN: REMITTANCE PROCESSING	PO BOX 182254	CHATTANOOGA	TN	37422-7254		7/1/2016	\$384.95	UTILITIES
EPB	ATTN: REMITTANCE PROCESSING	PO BOX 182254	CHATTANOOGA	TN	37422-7254		7/28/2016	\$530.03	UTILITIES
ELITE SEM INC	PO BOX 28415		NEW YORK	NY	10087-8415		7/1/2016	\$9,883.54	MARKETING
ELITE SEM INC	PO BOX 28415		NEW YORK	NY	10087-8415		7/28/2016	\$9,438.32	MARKETING
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		6/10/2016	\$23,636.60	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		7/1/2016	\$10,034.00	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		7/28/2016	\$32,904.20	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		8/5/2016	\$23,372.20	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		8/11/2016	\$8,511.20	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		8/19/2016	\$20,090.40	MERCH
Enchante	16 E. 34th Street	16th Floor	New York	NY	10016		8/26/2016	\$16,761.20	MERCH
Energy Works Lancaster	ENERGYWORKS LANCASTER, LLC	PO BOX 37290	BALTIMORE	MD	21297-3290		6/24/2016	\$1,489.63	UTILITIES
Energy Works Lancaster	ENERGYWORKS LANCASTER, LLC	PO BOX 37290	BALTIMORE	MD	21297-3290		7/28/2016	\$1,409.57	UTILITIES
Energy Works Lancaster	ENERGYWORKS LANCASTER, LLC	PO BOX 37290	BALTIMORE	MD	21297-3290		8/26/2016	\$1,323.21	UTILITIES
ENGLISH CREEK ACADEMY	600 SCARBOROUGH DRIVE		EGG HARBOR TOWNSHIP	NJ	08234		7/8/2016	\$487.80	REBATES
Entergy	ACCT 3744561	PO BOX 8104	BATON ROUGE	LA	70891-8104		6/17/2016	\$683.37	UTILITIES
Entergy	ACCT 3744561	PO BOX 8104	BATON ROUGE	LA	70891-8104		7/28/2016	\$582.53	UTILITIES
Entergy	ACCT 3744561	PO BOX 8104	BATON ROUGE	LA	70891-8104		8/28/2016	\$688.15	UTILITIES
EnviroSolutions NOVA Dist.	PO Box 554041		Detroit	MI	48255-4041		7/8/2016	\$116.45	UTILITIES
EnviroSolutions NOVA Dist.	PO Box 554041		Detroit	MI	48255-4041		8/5/2016	\$116.45	UTILITIES
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		7/1/2016	\$554.35	MERCH
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		7/13/2016	\$382.70	MERCH
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		7/28/2016	\$390.25	MERCH
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		8/5/2016	\$489.45	MERCH
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		8/11/2016	\$165.10	MERCH
Eric Scott, LTD	980 Rozier St		Sainte Genevieve	MO	63670		8/19/2016	\$328.45	MERCH
ERISA PROS, LLC	5901-A Peachtree Dunwoody Rd.	Suite 140	Atlanta	GA	30328		6/9/2016	\$854.00	BENEFITS
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		6/17/2016	\$766.16	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		6/17/2016	\$742.50	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		7/8/2016	\$541.38	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		7/13/2016	\$1,032.63	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		7/28/2016	\$1,026.47	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		7/28/2016	\$932.45	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		8/5/2016	\$1,252.31	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		8/5/2016	\$594.98	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		8/26/2016	\$1,429.99	UTILITIES
EVERSOURCE	PO BOX 650047		DALLAS	TX	75265-0047		8/26/2016	\$994.11	UTILITIES
EvolveIP	PO Box 1023		Southeastern	PA	19398-1023		8/5/2016	\$1,179.31	MAINT
EXPONENT TECHNOLOGIES	4970 LANDMARK PLACE		DALLAS	TX	75254		8/31/2016	\$20,000.00	PRO FEES

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
PR Exton Square Property LP	Attn Bookkeeper	260 Exton Square Parkway	Exton	PA	19341		6/15/2016	\$3,537.34	RENT
City Of Fairfield	BUSINESS LICENSE OFFICE	1000 WEBSTER STREET	FAIRFIELD	CA	94533-4883		6/10/2016	\$138.00	TAX
Fair Isaac Corporation	PO BOX 201129		DALLAS	TX	75320-1129		6/17/2016	\$31,849.23	MARKETING
Fair Isaac Corporation	PO BOX 201129		DALLAS	TX	75320-1129		7/28/2016	\$28,491.33	MARKETING
Fair Isaac Corporation	PO BOX 201129		DALLAS	TX	75320-1129		8/25/2016	\$30,907.43	MARKETING
FairPoint Communications	PO Box 11021		Lewiston	ME	04243-9472		6/10/2016	\$343.03	UTILITIES
FairPoint Communications	PO Box 11021		Lewiston	ME	04243-9472		7/8/2016	\$247.15	UTILITIES
FairPoint Communications	PO Box 11021		Lewiston	ME	04243-9472		8/11/2016	\$247.11	UTILITIES
CITY OF FAYETTEVILLE	Attn: Patricia Nelson	433 Hay St.	Fayetteville	NC	28301		8/10/2016	\$110.00	TAX
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		6/10/2016	\$36,634.11	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		6/17/2016	\$24,686.54	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		7/1/2016	\$44,529.43	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		7/11/2016	\$45,854.68	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		7/28/2016	\$29,440.59	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		8/5/2016	\$56,457.19	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		8/11/2016	\$56,303.82	FREIGHT
Federal Express- Attn: Ers	P.O. Box 371741		Pittsburgh	PA	15250-7741		8/25/2016	\$47,219.55	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		6/10/2016	\$4,215.62	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		6/17/2016	\$3,507.74	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		6/24/2016	\$2,121.25	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		7/28/2016	\$1,859.29	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		8/5/2016	\$8,275.38	FREIGHT
FedEx Freight	Dept CH PO Box 10306		Palatine	IL	60055-0306		8/11/2016	\$316.64	FREIGHT
FIELDS TEXAS LTD HOLDINGS LLC							8/15/2016	\$518.00	PRO FEES
FIELDS TEXAS LTD HOLDINGS LLC							9/1/2016	\$1,000.00	PRO FEES
FIREBALL CREATIVE INC	1128 CHESTERTON DR.		RICHARDSON	TX	75080		7/28/2016	\$2,000.00	MARKETING
FIREBALL CREATIVE INC	1128 CHESTERTON DR.		RICHARDSON	TX	75080		8/5/2016	\$2,000.00	MARKETING
FIREBALL CREATIVE INC	1128 CHESTERTON DR.		RICHARDSON	TX	75080		8/11/2016	\$2,000.00	MARKETING
First Colony Mall LLC	ATTN: Pamela Vargas	16535 Southwest Fwy, Suite 1	Sugar Land	TX	77479		6/14/2016	\$6,107.47	RENT
First Data Corporation	Valuelink LLC	Po Box 2021	Englewood	CO	80150-2021		6/10/2016	\$664.96	MAINT
FIRST-SHRED LLC	Attn: Accounts Receivable	2933 Eisenhower St. #150	Carrollton	TX	75007		8/5/2016	\$80.00	MAINT
FIRST LINE FIRE EXTINGUISHER CO	1333 N. 8TH STREET		PADUCAH	KY	42001		7/1/2016	\$50.00	MAINT
F J WESTCOTT COMPANY	1425 HOLLAND ROAD, STE B		MAUMEE	OH	43537		6/14/2016	\$4,632.60	SUPPLIES
Flagg Creek Water Reclamation	7001 Frontage Road		Burr Ridge	IL	60527		7/1/2016	\$17.22	UTILITIES
Flagg Creek Water Reclamation	7001 Frontage Road		Burr Ridge	IL	60527		7/28/2016	\$17.35	UTILITIES
Flagg Creek Water Reclamation	7001 Frontage Road		Burr Ridge	IL	60527		8/26/2016	\$17.35	UTILITIES
Flood Brothers Disposal	& Recycling Services	PO Box 4560	Carol Stream	IL	60197-4560		7/1/2016	\$305.67	UTILITIES
Flood Brothers Disposal	& Recycling Services	PO Box 4560	Carol Stream	IL	60197-4560		8/26/2016	\$261.37	UTILITIES
Florida Department Of Revenue	Collection Services, Bonham Bldg.	5050 W. Tennessee St.	Tallahassee	FL	32399-0135		6/20/2016	\$6,504.57	SALES TAX
Florida Department Of Revenue	Collection Services, Bonham Bldg.	5050 W. Tennessee St.	Tallahassee	FL	32399-0135		7/20/2016	\$8,488.49	SALES TAX
Florida Department Of Revenue	Collection Services, Bonham Bldg.	5050 W. Tennessee St.	Tallahassee	FL	32399-0135		8/19/2016	\$192.46	SALES TAX
Florida Department Of Revenue	Collection Services, Bonham Bldg.	5050 W. Tennessee St.	Tallahassee	FL	32399-0135		8/19/2016	\$4,987.28	SALES TAX
Florida Dept of State	PO Box 6198	Division of Corporations	Tallahassee	FL	32314		7/6/2016	\$50.00	TAX
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		6/24/2016	\$1,787.50	MARKETING
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		7/8/2016	\$3,637.50	MARKETING

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		7/22/2016	\$3,562.50	MARKETING
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		8/5/2016	\$3,700.00	MARKETING
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		8/23/2016	\$3,037.50	MARKETING
SHANNON FLOYD	3116 WOODRIDGE DR.		HURST	TX	76054		9/1/2016	\$5,325.00	MARKETING
Fox Metro	P. O. Box 160		Aurora	IL	60507-0160		8/5/2016	\$12.56	UTILITIES
Fox River Mall	P. O. Box 86	Sds-12 1360	Minneapolis	MN	55486-1360		6/14/2016	\$29,878.56	RENT
PR FINANCING LP	dba Francis Scott Key Mall	PO Box 951727	Cleveland	OH	44193-1727		6/15/2016	\$1,372.12	RENT
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		6/10/2016	\$122.42	UTILITIES
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		6/24/2016	\$182.87	UTILITIES
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		7/8/2016	\$122.42	UTILITIES
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		7/28/2016	\$190.37	UTILITIES
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		8/5/2016	\$122.42	UTILITIES
FRONTIER COMMUNICATIONS	PO BOX 20550		ROCHESTER	NY	14602-0550		8/26/2016	\$190.95	UTILITIES
FRUITLAND MUTUAL WATER CO	PO BOX 73759	4001 9TH ST. SW	PUYALLUP	WA	98373-0759		6/24/2016	\$42.51	UTILITIES
FRUITLAND MUTUAL WATER CO	PO BOX 73759	4001 9TH ST. SW	PUYALLUP	WA	98373-0759		7/28/2016	\$42.51	UTILITIES
JOYCE GARBER	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
Gemline Frame Co., Inc.	201 West Howard lane		Austin	TX	78753		6/10/2016	\$50,149.04	MERCH
Gemline Frame Co., Inc.	201 West Howard lane		Austin	TX	78753		6/24/2016	\$62,469.11	MERCH
General Information Services, Inc.	PO Box 538450		Atlanta	GA	30353-8450		6/10/2016	\$302.98	PRO FEES
Georgia Department Of Revenue	Processing Center	Po Box 105136	Atlanta	GA	30348-5136		7/20/2016	\$10,261.03	SALES TAX
Georgia Department Of Revenue	Processing Center	Po Box 105136	Atlanta	GA	30348-5136		8/22/2016	\$7,502.07	SALES TAX
Georgia Power	241 RALPH MCGILL BLVD	BIN # 10109	ATLANTA	GA	30308		7/8/2016	\$609.04	UTILITIES
Georgia Power	241 RALPH MCGILL BLVD	BIN # 10109	ATLANTA	GA	30308		8/5/2016	\$614.68	UTILITIES
Diego Gonzalez	Melchor Ocampo	406 Centro Acambaro	Guanajuato	Guanajuato	38600		6/10/2016	\$4,370.00	GENERAL
Diego Gonzalez	Melchor Ocampo	406 Centro Acambaro	Guanajuato	Guanajuato	38600		7/15/2016	\$6,960.00	GENERAL
Diego Gonzalez	Melchor Ocampo	406 Centro Acambaro	Guanajuato	Guanajuato	38600		8/12/2016	\$8,790.00	GENERAL
GOOGLE INC	DEPT 33654	PO BOX 39000	SAN FRANCISCO	CA	94139		6/24/2016	\$80,385.58	MARKETING
GOOGLE INC	DEPT 33654	PO BOX 39000	SAN FRANCISCO	CA	94139		7/22/2016	\$71,086.89	MARKETING
Granite Telecommunications	Client ID #311	PO Box 983119	Boston	MA	02298-3119		7/8/2016	\$40,260.45	UTILITIES
Granite Telecommunications	Client ID #311	PO Box 983119	Boston	MA	02298-3119		8/11/2016	\$2,597.61	UTILITIES
Granite Telecommunications	Client ID #311	PO Box 983119	Boston	MA	02298-3119		8/22/2016	\$37,942.94	UTILITIES
Greenbrier Mall II, LLC	1401 Greenbrier Parkway South		Chesapeake	VA	23320-2890		6/9/2016	\$36,716.94	RENT
GryMatter LLC	5717 Dr. Kenneth Cooper Dr.		McKinney	TX	75070		6/21/2016	\$3,400.00	MARKETING
GryMatter LLC	5717 Dr. Kenneth Cooper Dr.		McKinney	TX	75070		6/24/2016	\$6,000.00	MARKETING
JG WINSTON-SALEM, LLC	PO BOX 531783		ATLANTA	GA	30353-1783		6/9/2016	\$13,069.21	RENT
Mike Sullivan	TAX ASSESSOR-COLLECTOR	PO BOX 4622	HOUSTON	TX	77210-4622		6/17/2016	\$189.12	TAX
Mike Sullivan	TAX ASSESSOR-COLLECTOR	PO BOX 4622	HOUSTON	TX	77210-4622		6/17/2016	\$0.00	TAX
FORRESA HARRISON	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/10/2016	\$200.00	EMPLOYEE
The Hauser Group	8260 Northcreek Drive	Suite 200	Cincinnati	OH	45236		8/11/2016	\$5,987.00	PRO FEES
The Hauser Group	8260 Northcreek Drive	Suite 200	Cincinnati	OH	45236		9/1/2016	\$81,034.00	PRO FEES
HAYNES AND BOONE LLP	PO BOX 841399		DALLAS	TX	75284-1399		8/11/2016	\$45,099.50	PRO FEES
HAYNES AND BOONE LLP	PO BOX 841399		DALLAS	TX	75284-1399		8/19/2016	\$34,840.50	PRO FEES
HAYNES AND BOONE LLP	PO BOX 841399		DALLAS	TX	75284-1399		8/25/2016	\$29,932.50	PRO FEES
HAYNES AND BOONE LLP	PO BOX 841399		DALLAS	TX	75284-1399		8/31/2016	\$131,567.00	PRO FEES
ROOSEVELT FIELD W.D.	1995 PROSPECT AVENUE		EAST MEADOW	NY	11554		7/8/2016	\$10.60	UTILITIES
CANDY HERNANDEZ	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
HIXSON UTILITY DISTRICT	PO BOX 1598		HIXSON	TN	37343-5598		7/1/2016	\$38.62	UTILITIES
HIXSON UTILITY DISTRICT	PO BOX 1598		HIXSON	TN	37343-5598		7/28/2016	\$38.62	UTILITIES
HRSD	Po Box 1651		Norfolk	VA	23501-1651		6/24/2016	\$13.70	UTILITIES
HRSD	Po Box 1651		Norfolk	VA	23501-1651		8/28/2016	\$16.36	UTILITIES

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
City of Hyattsville	4310 Gallatin Street		Hyattsville	MD	20781-2050		7/13/2016	\$175.00	TAX
WALTER IBARRA	3627 POMEGRANATE AVE		CERES	CA	95307		8/29/2016	\$1,374.77	MAINT
IDAHO POWER	PO BOX 34966	ACCT 2221866748	SEATTLE	WA	98124-1966		6/10/2016	\$136.44	UTILITIES
IDAHO POWER	PO BOX 34966	ACCT 2221866748	SEATTLE	WA	98124-1966		7/8/2016	\$160.05	UTILITIES
IDAHO POWER	PO BOX 34966	ACCT 2221866748	SEATTLE	WA	98124-1966		8/5/2016	\$228.73	UTILITIES
IDAHO STATE TAX COMMISSION	PO BOX 36		BOISE	ID	83722-0410		7/20/2016	\$1.11	SALES TAX
IDAHO STATE TAX COMMISSION	PO BOX 36		BOISE	ID	83722-0410		8/22/2016	\$50.29	SALES TAX
Jan Klingberg	1538 Harlequin Dr.		Longmont	CO	80504		6/10/2016	\$3,540.00	PRO FEES
IDEALOOOP	143 COWBOY TRAIL		DURANGO	CO	81303		7/28/2016	\$8,400.00	MARKETING
IEM, INC	24516 Network Place		Chicago	IL	60673-1245		6/10/2016	\$89.67	UTILITIES
IEM, INC	24516 Network Place		Chicago	IL	60673-1245		7/1/2016	\$3,580.53	UTILITIES
IEM, INC	24516 Network Place		Chicago	IL	60673-1245		8/11/2016	\$3,493.27	UTILITIES
IEM, INC	24516 Network Place		Chicago	IL	60673-1245		8/26/2016	\$3,493.27	UTILITIES
Illinois Department Of Revenue	Po Box 19014		Springfield	IL	62794-9014		6/17/2016	\$4,725.00	SALES TAX
Illinois Department Of Revenue	Po Box 19014		Springfield	IL	62794-9014		6/17/2016	\$0.00	SALES TAX
Illinois Department Of Revenue	Po Box 19014		Springfield	IL	62794-9014		6/20/2016	\$22,200.00	SALES TAX
Illinois Department Of Revenue	Po Box 19014		Springfield	IL	62794-9014		7/20/2016	\$23,972.00	SALES TAX
Illinois Department Of Revenue	Po Box 19014		Springfield	IL	62794-9014		8/22/2016	\$18,710.00	SALES TAX
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		6/10/2016	\$36,404.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		6/17/2016	\$51,264.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		6/24/2016	\$56,944.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		7/1/2016	\$44,379.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		7/8/2016	\$40,316.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		7/13/2016	\$33,387.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		8/5/2016	\$36,560.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		8/11/2016	\$35,226.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		8/19/2016	\$34,164.00	MERCH
Imaging Spectrum, Inc.	1101 Summit Ave		Plano	TX	75074		8/26/2016	\$31,677.00	MERCH
IMAGENET CONSULTING LLC	913 NORTH BROADWAY AVE		OKLAHOMA CITY	OK	73102		6/10/2016	\$872.48	GENERAL
IMAGENET CONSULTING LLC	913 NORTH BROADWAY AVE		OKLAHOMA CITY	OK	73102		7/1/2016	\$440.76	GENERAL
IMAGENET CONSULTING LLC	913 NORTH BROADWAY AVE		OKLAHOMA CITY	OK	73102		8/11/2016	\$441.84	GENERAL
TANYA IMBRIGLIO	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
TANYA IMBRIGLIO	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$400.00	EMPLOYEE
IMPERIAL COUNTY CLERK	CHUCK STOREY	940 MAIN ST, SUITE 202	EL CENTRO	CA	92243		6/17/2016	\$35.00	TAX
Incorporating Services, LTD	3500 S DuPont Hwy		Dover	DE	19901		6/10/2016	\$125.00	PRO FEES
Incorporating Services, LTD	3500 S DuPont Hwy		Dover	DE	19901		6/17/2016	\$25.00	PRO FEES
Incorporating Services, LTD	3500 S DuPont Hwy		Dover	DE	19901		7/1/2016	\$120.00	PRO FEES
Incorporating Services, LTD	3500 S DuPont Hwy		Dover	DE	19901		8/5/2016	\$100.00	PRO FEES
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		6/20/2016	\$1,027.32	SALES TAX
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		6/20/2016	\$2,002.06	SALES TAX
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		7/20/2016	\$1,007.31	SALES TAX
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		7/20/2016	\$1,777.05	SALES TAX
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		8/22/2016	\$725.67	SALES TAX
Indiana Dept Of Revenue	P.O. Box 7218		Indianapolis	IN	46207-7218		8/22/2016	\$1,448.24	SALES TAX
Internal Revenue Service Center	PO Box 105083		Atlanta	GA	30348		8/5/2016	\$2,254.34	TAX
IBM CORPORATION	PO BOX 645426		PITTSBURGH	PA	15264-5426		6/10/2016	\$421.07	MARKETING
IBM CORPORATION	PO BOX 645426		PITTSBURGH	PA	15264-5426		7/13/2016	\$421.07	MARKETING
INTERNATIONAL SYSTEMS OF AMERICA LLC	PO BOX 99529		LOUISVILLE	KY	40269-0529		7/8/2016	\$200.00	MAINT
Iowa Department of Revenue	P.O. Box 10465		Des Moines	IA	50306-0465		6/21/2016	\$715.00	SALES TAX
Iowa Department of Revenue	P.O. Box 10465		Des Moines	IA	50306-0465		8/1/2016	\$30.00	SALES TAX
JACKSON PURCHASE ENERGY CORP	2900 IRVIN COBB DR		PADUCAH	KY	42002-4030		7/1/2016	\$291.22	UTILITIES



In re: TPP Acquisition, Inc.  
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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
JACKSON PURCHASE ENERGY CORP	2900 IRVIN COBB DR		PADUCAH	KY	42002-4030		7/28/2016	\$385.66	UTILITIES
JCP&L	Po Box 3687		Akron	OH	44309-3687		7/1/2016	\$784.85	UTILITIES
JCP&L	Po Box 3687		Akron	OH	44309-3687		7/28/2016	\$847.74	UTILITIES
JCP&L	Po Box 3687		Akron	OH	44309-3687		8/26/2016	\$855.94	UTILITIES
JEFFERSON COUNTY ALABAMA	Travis A Hulsey, Director	PO Box 12207	Birmingham	AL	35202-2207		7/22/2016	\$311.27	SALES TAX
JERSEY CAPE DANCE	123 MECHANIC ST.		CAPE MAY	NJ	08204		7/8/2016	\$188.91	REBATES
John W. Johnson	1155 Kas Drive	Suite 180	Richardson	TX	75081		7/1/2016	\$756.78	EMPLOYEE
John W. Johnson	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/5/2016	\$756.78	EMPLOYEE
Dennis Jones	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$250.00	EMPLOYEE
JR Language Translation Services, Inc.	2112 Empire Boulevard	Suite 1-C	Webster	NY	14580		8/11/2016	\$380.00	MARKETING
Judd Thomas Smith & Company, PC	Four Forest Plaza	12222 Merit Drive, Suite 1900	Dallas	TX	75251-3210		7/19/2016	\$13,960.00	PRO FEES
Kansas Department Of Revenue	Kansas Corporate Tax	915 SW Harrison St	Topeka	KS	66699-4000		6/28/2016	\$1,899.43	SALES TAX
Kansas Department Of Revenue	Kansas Corporate Tax	915 SW Harrison St	Topeka	KS	66699-4000		7/26/2016	\$50.59	SALES TAX
Kansas Department Of Revenue	Kansas Corporate Tax	915 SW Harrison St	Topeka	KS	66699-4000		7/26/2016	\$1,970.53	SALES TAX
Kansas Department Of Revenue	Kansas Corporate Tax	915 SW Harrison St	Topeka	KS	66699-4000		8/26/2016	\$1,748.42	SALES TAX
BRITNEY KEENAN	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/22/2016	\$200.00	EMPLOYEE
Kentucky Department Of Revenue	504 High Street	PO Box 491	Frankfort	KY	40602-0491		7/21/2016	\$1,207.63	SALES TAX
Kentucky Department Of Revenue	504 High Street	PO Box 491	Frankfort	KY	40602-0491		8/22/2016	\$254.43	SALES TAX
CITY OF KENTWOOD	PO BOX 8848		KENTWOOD	MI	49518-8848		6/10/2016	\$50.00	TAX
CITY OF KENTWOOD TREASURER	4900 BRETON AVE SE	PO BOX 8848	KENTWOOD	MI	49518-8848		6/17/2016	\$109.17	TAX
KETER ENVIRONMENTAL SERVICES INC	PO BOX 417468		BOSTON	MA	02241-7468		7/1/2016	\$7,251.43	UTILITIES
KETER ENVIRONMENTAL SERVICES INC	PO BOX 417468		BOSTON	MA	02241-7468		8/26/2016	\$5,685.25	UTILITIES
AMBER KHAN	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/8/2016	\$200.00	EMPLOYEE
KIDZ BIZ	682 WHITEHORSE PIKE		ABSECON	NJ	08201		7/8/2016	\$174.99	REBATES
CITY OF KILLEEN	PERMITS & INSPECTIONS DEPT	100 E. AVENUE C	KILLEEN	TX	76541		8/5/2016	\$90.00	TAX
King County Treasury	500 4th Ave., Room 600		Seattle	WA	98104-2387		6/17/2016	\$872.54	TAX
King County Treasury	500 4th Ave., Room 600		Seattle	WA	98104-2387		6/24/2016	\$38.96	TAX
KURTZMAN CARSON CONSULTANTS LLC	2335 ALASKA AVE		EL SEGUNDO	CA	90245		8/31/2016	\$19,000.00	PRO FEES
LA DWP	Po Box 30808		Los Angeles	CA	90030-0808		6/17/2016	\$395.07	UTILITIES
LA DWP	Po Box 30808		Los Angeles	CA	90030-0808		7/27/2016	\$486.76	UTILITIES
LA DWP	Po Box 30808		Los Angeles	CA	90030-0808		8/5/2016	\$486.76	UTILITIES
City Of Lancaster, Pennsylvania	PO BOX 1020	39 WEST CHESTNUT ST	LANCASTER	PA	17608-1020		7/8/2016	\$39.97	UTILITIES
City Of Lancaster, Pennsylvania	PO BOX 1020	39 WEST CHESTNUT ST	LANCASTER	PA	17608-1020		7/28/2016	\$110.00	UTILITIES
Aimee Larock	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$700.00	EMPLOYEE
LEIDEN CABINET COMPANY	2385 EDISON BOULEVARD		TWINSBURG	OH	44087		6/10/2016	\$32,001.20	SUPPLIES
LEVEL 3 COMMUNICATIONS, LLC	PO BOX 910182		DENVER	CO	80291-0182		6/17/2016	\$1,564.92	UTILITIES
LEVEL 3 COMMUNICATIONS, LLC	PO BOX 910182		DENVER	CO	80291-0182		8/5/2016	\$1,664.60	UTILITIES
LEVEL 3 COMMUNICATIONS, LLC	PO BOX 910182		DENVER	CO	80291-0182		8/26/2016	\$1,735.60	UTILITIES
Liberty Mutual Insurance	Po Box 7247-0109		Philadelphia	PA	19170-0109		6/9/2016	\$10,112.25	BENEFITS
Liberty Mutual Insurance	Po Box 7247-0109		Philadelphia	PA	19170-0109		7/13/2016	\$10,112.25	BENEFITS
Liberty Mutual Insurance	Po Box 7247-0109		Philadelphia	PA	19170-0109		7/29/2016	\$10,112.25	BENEFITS
Liberty Mutual Insurance	Po Box 7247-0109		Philadelphia	PA	19170-0109		8/4/2016	\$143.00	BENEFITS
LOGAN VALLEY MALL	P.O. BOX 951738		CLEVELAND	OH	44193		6/15/2016	\$1,291.19	RENT
Village of Lombard	PO BOX 5610		CAROL STREAM	IL	60197-5610		8/5/2016	\$28.75	UTILITIES
City of LA-Office of finance	PO Box 513996		Los Angeles	CA	90051-3996		6/17/2016	\$128.04	TAX
City of LA-Office of finance	PO Box 513996		Los Angeles	CA	90051-3996		8/5/2016	\$128.04	TAX
County of Loudon	PO Box 8000		Leesburg	VA	20177-8804		6/17/2016	\$99.73	TAX
SARAH LYEY	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/29/2016	\$200.00	EMPLOYEE
City Of Lynnwood	P.O. Box 5008		Lynnwood	WA	98046-5008		6/17/2016	\$186.68	UTILITIES
City Of Lynnwood	P.O. Box 5008		Lynnwood	WA	98046-5008		8/11/2016	\$186.68	UTILITIES

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Madison Gas & Electric	PO BOX 1231		MADISON	WI	53701-1231		6/24/2016	\$348.94	UTILITIES
Madison Gas & Electric	PO BOX 1231		MADISON	WI	53701-1231		7/28/2016	\$629.69	UTILITIES
GGP-MAINE MALL LLC	1330 Boylston Street		Chestnut Hill	MA	2167.22		6/14/2016	\$15,817.33	RENT
Maine Revenue Services	PO Box 1062		Augusta	ME	04332-1062		6/15/2016	\$960.72	SALES TAX
Maine Revenue Services	PO Box 1062		Augusta	ME	04332-1062		7/18/2016	\$1,037.70	SALES TAX
Maine Revenue Services	PO Box 1062		Augusta	ME	04332-1062		8/16/2016	\$915.53	SALES TAX
Main's Lock Supply	13630 Second Street		Yucaipa	CA	92399		6/10/2016	\$69.80	MAINT
Main's Lock Supply	13630 Second Street		Yucaipa	CA	92399		7/8/2016	\$290.10	MAINT
Main's Lock Supply	13630 Second Street		Yucaipa	CA	92399		8/11/2016	\$323.60	MAINT
Main's Lock Supply	13630 Second Street		Yucaipa	CA	92399		8/26/2016	\$677.60	MAINT
MALL DEL NORTE	CBL #0414	PO BOX 955607	ST. LOUIS	MO	63195-5607		6/9/2016	\$13,815.26	RENT
THE MARCO COMPANY	3209 MARQUITA DRIVE		FORT WORTH	TX	76161		7/13/2016	\$28,465.83	SUPPLIES
THE MARCO COMPANY	3209 MARQUITA DRIVE		FORT WORTH	TX	76161		8/5/2016	\$1,874.27	SUPPLIES
THE MARCO COMPANY	3209 MARQUITA DRIVE		FORT WORTH	TX	76161		8/26/2016	\$13,829.98	SUPPLIES
Marion County Treasurer	PO Box 6145		Indianapolis	IN	46206-6145		6/17/2016	\$18.86	TAX
CITY OF MARLBOROUGH	140 MAIN ST		MARLBOROUGH	MA	01752		6/17/2016	\$1,630.61	TAX
Comptroller Of Maryland	Revenue Administration Division	110 Carroll Street	Annapolis	MD	21411-0001		6/22/2016	\$14,656.99	SALES TAX
Comptroller Of Maryland	Revenue Administration Division	110 Carroll Street	Annapolis	MD	21411-0001		7/20/2016	\$16,492.64	SALES TAX
Comptroller Of Maryland	Revenue Administration Division	110 Carroll Street	Annapolis	MD	21411-0001		8/22/2016	\$11,360.48	SALES TAX
Commonwealth Of Massachusetts	P.O. Box 7065		Boston	MA	2204		6/21/2016	\$10,071.95	SALES TAX
Commonwealth Of Massachusetts	P.O. Box 7065		Boston	MA	2204		7/21/2016	\$11,581.14	SALES TAX
Commonwealth Of Massachusetts	P.O. Box 7065		Boston	MA	2204		8/12/2016	\$95.37	SALES TAX
Commonwealth Of Massachusetts	P.O. Box 7065		Boston	MA	2204		8/23/2016	\$7,618.33	SALES TAX
JENNIFER MASTERS	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
Mayfair	2500 N. Mayfair Rd., 510		Wauwatosa	WI	53226		6/14/2016	\$40,219.15	RENT
RAUL MAYORQUIN	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/29/2016	\$1,400.00	EMPLOYEE
Meadows Mall	4300 Meadows Lane, Suite 10		Las Vegas	NV	89107		6/14/2016	\$9,309.74	RENT
MEDEXPRESS URGENT CARE, PC PA	PO BOX 7964		BELFAST	ME	04915-7900		7/13/2016	\$54.50	BENEFITS
Meissa & Doug LLC	PO Box 590		Westport	CT	06881		7/8/2016	\$262.45	SUPPLIES
MEOWZ RESCUE	960 N. TUSTIN ST.		ORANGE	CA	92867		7/19/2016	\$800.00	GENERAL
MERCHCO SERVICES, INC	140 HEIMER	SUITE 500	SAN ANTONIO	TX	78232		7/22/2016	\$26,678.70	MAINT
MERCHCO SERVICES, INC	140 HEIMER	SUITE 500	SAN ANTONIO	TX	78232		8/5/2016	\$23,063.45	MAINT
MERCHCO SERVICES, INC	140 HEIMER	SUITE 500	SAN ANTONIO	TX	78232		8/26/2016	\$6,985.00	MAINT
MERITAIN HEALTH	PO BOX 223881		PITTSBURGH	PA	15250		6/9/2016	\$51,453.14	BENEFITS
MERITAIN HEALTH	PO BOX 223881		PITTSBURGH	PA	15250		7/13/2016	\$52,073.94	BENEFITS
MERITAIN HEALTH	PO BOX 223881		PITTSBURGH	PA	15250		8/4/2016	\$50,096.92	BENEFITS
MERITAIN HEALTH	PO BOX 223881		PITTSBURGH	PA	15250		9/1/2016	\$49,120.38	BENEFITS
MERIDIAN MALL LTD, PARTNERSHIP	CBL #0379	PO BOX 955607	ST. LOUIS	MO	63195-5607		6/9/2016	\$12,859.24	RENT
Charter Township of Meridian	Utility Billing Department	PO Box 1400	Okemos	MI	48805-1400		7/28/2016	\$12.65	UTILITIES
MERIDIAN MALL, CBL #0379	PO BOX 955607		ST. LOUIS	MO	63195-5607		6/17/2016	\$280.06	UTILITIES
MERIDIAN MALL, CBL #0379	PO BOX 955607		ST. LOUIS	MO	63195-5607		7/28/2016	\$327.77	UTILITIES
CITY OF MESA	BUSINESS SERVICES DIVISION	PO BOX 1466	MESA	AZ	85211-1466		6/10/2016	\$20.00	TAX
Met-Ed	P.O. BOX 3687		AKRON	OH	44309-3687		6/10/2016	\$170.03	UTILITIES
Met-Ed	P.O. BOX 3687		AKRON	OH	44309-3687		7/13/2016	\$332.46	UTILITIES
METRO FIRE & SAFETY	2733 VIA ORANGE WAY	SUITE 103	SPRING VALLEY	CA	91978		7/13/2016	\$61.35	MAINT
MARCO FINE ARTS, INC	201 West Howard Lane		Austin	TX	78753		7/1/2016	\$2,104.15	SUPPLIES
Michigan Department of Treasury	Dept of Licensing & Regulatory Affairs	PO Box 30054	Lansing	MI	48909		6/20/2016	\$746.85	SALES TAX
Michigan Department of Treasury	Dept of Licensing & Regulatory Affairs	PO Box 30054	Lansing	MI	48909		7/8/2016	\$25.00	SALES TAX
Michigan Department of Treasury	Dept of Licensing & Regulatory Affairs	PO Box 30054	Lansing	MI	48909		7/20/2016	\$726.93	SALES TAX
Michigan Department of Treasury	Dept of Licensing & Regulatory Affairs	PO Box 30054	Lansing	MI	48909		8/22/2016	\$712.32	SALES TAX
MICROSOFT ONLINE, INC	PO BOX 847543		DALLAS	TX	75284-7543		7/1/2016	\$6,747.38	MARKETING
MICROSOFT ONLINE, INC	PO BOX 847543		DALLAS	TX	75284-7543		7/28/2016	\$7,071.32	MARKETING
MIDLAND MALL LLC	PO BOX 74170		CLEVELAND	OH	44144-4170		6/9/2016	\$11,444.30	RENT

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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Mission Valley Shoppingtown LLC	Mission Valley Center	File #54732	Los Angeles	CA	90074-4732		7/28/2016	\$8,083.33	RENT
Mission Valley Shoppingtown LLC	Mission Valley Center	File #54732	Los Angeles	CA	90074-4732		8/19/2016	\$7,583.20	RENT
Missouri Department Of Revenue	Taxation Bureau	Po Box 840	Jefferson City	MO	65105-0840		6/21/2016	\$4,607.39	SALES TAX
Missouri Department Of Revenue	Taxation Bureau	Po Box 840	Jefferson City	MO	65105-0840		7/21/2016	\$5,232.38	SALES TAX
Missouri Department Of Revenue	Taxation Bureau	Po Box 840	Jefferson City	MO	65105-0840		8/23/2016	\$4,271.11	SALES TAX
City Of Modesto	P. O. BOX 3442		MODESTO	CA	95353-3442		8/5/2016	\$345.28	TAX
Modesto Irrigation District	Po Box 5355		Modesto	CA	95352-5355		7/11/2016	\$1,186.78	UTILITIES
Modesto Irrigation District	Po Box 5355		Modesto	CA	95352-5355		8/5/2016	\$1,116.11	UTILITIES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			6/30/2016	\$14,641.40	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			7/6/2016	\$18,644.40	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			7/18/2016	\$4,646.16	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			7/29/2016	\$16,734.35	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			8/3/2016	\$3,023.20	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			8/30/2016	\$861.00	PRO FEES
MONROE CAPITAL MANAGEMENT ADVISORS			CHICAGO	IL			8/31/2016	\$22,085.57	PRO FEES
MTMSA		1001 Stump Road	Montgomeryville	PA	18936-9605		6/10/2016	\$89.63	UTILITIES
Montgomery Twp Business Tax Office	PO Box 511		Montgomeryville	PA	18936-0511		8/5/2016	\$25.00	TAX
LIBBY JOHNSTON NAPIER	1810 MEARNS MEADOW BLVD #A		AUSTIN	TX	78758		8/26/2016	\$500.00	PRO FEES
National Grid	PROCESSING CENTER	PO BOX 4300	WOBURN	MA	01888-4300		6/10/2016	\$818.46	UTILITIES
National Grid	PROCESSING CENTER	PO BOX 4300	WOBURN	MA	01888-4300		7/13/2016	\$923.70	UTILITIES
National Grid	PROCESSING CENTER	PO BOX 4300	WOBURN	MA	01888-4300		8/5/2016	\$80.44	UTILITIES
National Grid	PROCESSING CENTER	PO BOX 4300	WOBURN	MA	01888-4300		8/26/2016	\$757.45	UTILITIES
NATIONAL EXEMPTION SERVICE	PO BOX 9020		CLEARWATER	FL	33758-9020		7/13/2016	\$75.19	UTILITIES
Nebraska Department Of Revenue	P. O. Box 94818		Lincoln	NE	68509-4818		6/21/2016	\$1,008.71	SALES TAX
Nebraska Department Of Revenue	P. O. Box 94818		Lincoln	NE	68509-4818		7/20/2016	\$1,643.14	SALES TAX
Nebraska Department Of Revenue	P. O. Box 94818		Lincoln	NE	68509-4818		8/22/2016	\$1,390.57	SALES TAX
Nielson Photographic Services	642 Hi Tech Parkway, Suite A		Oakdale	CA	95361		6/17/2016	\$6,622.99	MAINT
Nielson Photographic Services	642 Hi Tech Parkway, Suite A		Oakdale	CA	95361		7/11/2016	\$5,374.47	MAINT
Nielson Photographic Services	642 Hi Tech Parkway, Suite A		Oakdale	CA	95361		7/28/2016	\$8,525.22	MAINT
Nielson Photographic Services	642 Hi Tech Parkway, Suite A		Oakdale	CA	95361		8/22/2016	\$21,581.03	MAINT
Neofunds By Neopost	PO Box 30193		Tampa	FL	33630-3193		7/8/2016	\$206.25	GENERAL
Neofunds By Neopost	PO Box 30193		Tampa	FL	33630-3193		8/11/2016	\$406.58	GENERAL
Nevada Department Of Taxation	Po Box 52609		Phoenix	AZ	85072-2609		6/10/2016	\$1,560.53	SALES TAX
Nevada Department Of Taxation	Po Box 52609		Phoenix	AZ	85072-2609		7/1/2016	\$7,940.72	SALES TAX
Nevada Department Of Taxation	Po Box 52609		Phoenix	AZ	85072-2609		7/13/2016	\$151.36	SALES TAX
Nevada Department Of Taxation	Po Box 52609		Phoenix	AZ	85072-2609		8/1/2016	\$8,336.94	SALES TAX
Nevada Department Of Taxation	Po Box 52609		Phoenix	AZ	85072-2609		9/1/2016	\$5,529.30	SALES TAX
GGP-NEWGATE MALL, LLC	3651 WALL AVENUE	SUITE 2000	OGDEN	UT	84405		6/14/2016	\$8,949.71	RENT
Secretary of State	NH Dept of State Annual Reports	PO Box 9529	Manchester	NH	03108-9529		6/21/2016	\$50.00	TAX
State of New Jersey	NJ DEPARTMENT OF TREASURY	Div of Revenue PO Box 417	TRENTON	NJ	08646-0417		6/10/2016	\$897.88	TAX
New Jersey Division Of Taxation	Pioneer Credit Recovery	P.O. Box 1009	Moorestown	NJ	08057		6/20/2016	\$23,050.24	SALES TAX
New Jersey Division Of Taxation	Pioneer Credit Recovery	P.O. Box 1009	Moorestown	NJ	08057		7/20/2016	\$25,795.63	SALES TAX
New Jersey Division Of Taxation	Pioneer Credit Recovery	P.O. Box 1009	Moorestown	NJ	08057		8/19/2016	\$16,505.20	SALES TAX
STATE OF NM TAXATION AND REVENUE DEPARTMENT	PO BOX 2527		SANTA FE	NM	87504-2527		6/10/2016	\$47.30	TAX

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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
STATE OF NM TAXATION AND REVENUE DEPARTMENT	PO BOX 2527		SANTA FE	NM	87504-2527		6/22/2016	\$494.49	TAX
STATE OF NM TAXATION AND REVENUE DEPARTMENT	PO BOX 2527		SANTA FE	NM	87504-2527		7/13/2016	\$17.20	TAX
STATE OF NM TAXATION AND REVENUE DEPARTMENT	PO BOX 2527		SANTA FE	NM	87504-2527		7/22/2016	\$667.44	TAX
STATE OF NM TAXATION AND REVENUE DEPARTMENT	PO BOX 2527		SANTA FE	NM	87504-2527		8/24/2016	\$553.53	TAX
Newport News Waterworks	DEPT OF PUBLIC UTILITIES	PO BOX 979	NEWPORT NEWS	VA	23607-0979		6/17/2016	\$53.18	UTILITIES
Newport News Waterworks	DEPT OF PUBLIC UTILITIES	PO BOX 979	NEWPORT NEWS	VA	23607-0979		8/26/2016	\$58.01	UTILITIES
New York State Sales Tax	Nys Sales Tax Processing	General Post Officepo Box 1208	New York	NY	10116-1208		6/20/2016	\$13,401.00	SALES TAX
New York State Sales Tax	Nys Sales Tax Processing	General Post Officepo Box 1208	New York	NY	10116-1208		7/20/2016	\$15,936.31	SALES TAX
New York State Sales Tax	Nys Sales Tax Processing	General Post Officepo Box 1208	New York	NY	10116-1208		8/12/2016	\$5,892.32	SALES TAX
New York State Sales Tax	Nys Sales Tax Processing	General Post Officepo Box 1208	New York	NY	10116-1208		8/22/2016	\$11,319.28	SALES TAX
NYC Department of Finance	General Corporation Tax	PO Box 5070	Kingston	NY	12402-5070		6/30/2016	\$127.14	TAX
NEXTCARE URGENT CARE	2550 N. THUNDERBIRD CIRCLE	STE 0123	MESA	AZ	85215-1217		6/9/2016	\$43.00	BENEFITS
Nicor Gas	PO BOX 5407		CAROL STREAM	IL	60197-5407		6/17/2016	\$20.29	UTILITIES
Nicor Gas	PO BOX 5407		CAROL STREAM	IL	60197-5407		7/13/2016	\$24.29	UTILITIES
Nicor Gas	PO BOX 5407		CAROL STREAM	IL	60197-5407		8/26/2016	\$24.10	UTILITIES
City Of Niles	34 West State St		Niles	OH	44446		6/24/2016	\$276.28	UTILITIES
City Of Niles	34 West State St		Niles	OH	44446		7/28/2016	\$194.79	UTILITIES
EWB Escondido Associates, LP	c/o BANK OF AMERICA	File Number 55697	Los Angeles	CA	90074-5697		7/28/2016	\$9,583.33	RENT
Simon Property Grp. (Tx) Lp	1101 Melbourne Rd. #1000		Hurst	TX	76053		8/1/2016	\$1,000.00	RENT
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		6/20/2016	\$425.10	SALES TAX
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		8/20/2016	\$5,862.83	SALES TAX
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		7/20/2016	\$586.84	SALES TAX
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		7/20/2016	\$7,121.43	SALES TAX
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		8/19/2016	\$575.70	SALES TAX
North Carolina Departmnet Of	REVENUE	PO BOX 25000	RALEIGH	NC	27640-0520		8/19/2016	\$5,161.99	SALES TAX
North Wales Water Authority	P. O. Box 1339		North Wales	PA	19454-0339		8/26/2016	\$19.00	UTILITIES
North Coventry Municipal Authority	PO BOX 833		POTTSTOWN	PA	19464-0833		8/26/2016	\$149.50	UTILITIES
North Coventry Water Authority	PO BOX 394		POTTSTOWN	PA	19464-0394		8/26/2016	\$85.26	UTILITIES
North Hills School District	Tax Office	PO Box 360063	Pittsburgh	PA	15251-6063		6/24/2016	\$429.57	TAX
North Hills School District	Tax Office	PO Box 360063	Pittsburgh	PA	15251-6063		8/5/2016	\$111.80	TAX
NORTHWOODS MALL CMBS LLC	PO BOX 74892		CLEVELAND	OH	44194-4892		6/9/2016	\$9,995.56	RENT
HIXSON MALL LLC	CBL #0931	PO BOX 955607	ST. LOUIS	MO	63195-5607		6/9/2016	\$11,159.28	RENT
NVEnergy	PO Box 30086		Reno	NV	89520-3086		6/24/2016	\$349.95	UTILITIES
NVEnergy	PO Box 30086		Reno	NV	89520-3086		7/1/2016	\$495.85	UTILITIES
NVEnergy	PO Box 30086		Reno	NV	89520-3086		7/13/2016	\$405.37	UTILITIES
NVEnergy	PO Box 30086		Reno	NV	89520-3086		7/28/2016	\$593.68	UTILITIES
NVEnergy	PO Box 30086		Reno	NV	89520-3086		8/26/2016	\$666.38	UTILITIES
Oakbrook Center	OAKBROOK URBAN VENTURE	POB 99011, FILE #32133	CHICAGO	IL	60693		6/14/2016	\$31,999.67	RENT
Village Of Oak Brook	26018 Network Place		Chicago	IL	60673-1260		7/1/2016	\$6.94	UTILITIES
Oak Park Mall, LLC	CBL & ASSOCIATES MGMT, INC.	PO BOX 531791	ATLANTA	GA	30353-1791		6/9/2016	\$17,701.35	RENT
Oak View Mall	SDS-12-1840	PO Box 86	Minneapolis	MN	55486-1840		6/14/2016	\$21,418.72	RENT
O'FALLON WATER & SEWER DEPARTMENT	255 S LINCOLN AVENUE		O'FALLON	IL	62269		6/10/2016	\$19.04	UTILITIES

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OFALLON WATER & SEWER DEPARTMENT	255 S LINCOLN AVENUE		OFALLON	IL	62269		7/13/2016	\$13.86	UTILITIES
OFALLON WATER & SEWER DEPARTMENT	255 S LINCOLN AVENUE		OFALLON	IL	62269		8/11/2016	\$49.17	UTILITIES
Ohio Department Of Taxation	Po Box 16561		Columbus	OH	43216-6561		6/27/2016	\$2,229.34	SALES TAX
Ohio Department Of Taxation	Po Box 16561		Columbus	OH	43216-6561		7/27/2016	\$168.96	SALES TAX
Ohio Department Of Taxation	Po Box 16561		Columbus	OH	43216-6561		7/27/2016	\$2,298.41	SALES TAX
Ohio Department Of Taxation	Po Box 16561		Columbus	OH	43216-6561		8/25/2016	\$1,868.37	SALES TAX
OHIO EDISON	PO BOX 3687		AKRON	OH	44309-3687		7/8/2016	\$344.39	UTILITIES
OHIO EDISON	PO BOX 3687		AKRON	OH	44309-3687		8/5/2016	\$353.00	UTILITIES
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		6/22/2016	\$1.02	TAX
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		6/22/2016	\$546.24	TAX
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		7/1/2016	\$20.00	TAX
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		7/22/2016	\$5.20	TAX
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		7/22/2016	\$1,022.61	TAX
Oklahoma Tax Commission	PO BOX 269062		Oklahoma City	OK	73126-9062		8/23/2016	\$840.70	TAX
Old Orchard Urban Limited Partnership	Partnership	Po Box 96340	Chicago	IL	60693-6340		7/28/2016	\$7,500.00	RENT
JANA OLIN	121 N. CROSS STREET		WHEATON	IL	60187		7/1/2016	\$3,000.00	PRO FEES
JANA OLIN	121 N. CROSS STREET	APT 233	WHEATON	IL	60187		7/13/2016	\$3,338.78	PRO FEES
JANA OLIN	121 N. CROSS STREET	APT 233	WHEATON	IL	60187		8/5/2016	\$6,000.00	PRO FEES
JANA OLIN	121 N. CROSS STREET	APT 233	WHEATON	IL	60187		8/22/2016	\$2,000.00	PRO FEES
Olympic II Mall Services	Po Box 19930		Fountain Hills	AZ	85269-9930		7/8/2016	\$152.18	UTILITIES
Olympic Mall Services	P.O.Box 800336		Houston	TX	77280-0336		7/8/2016	\$83.24	UTILITIES
Olympic Mall Services	P.O.Box 800336		Houston	TX	77280-0336		8/26/2016	\$83.24	UTILITIES
Olympic Simi Valley Services	Po Box 55287	11-0103980	Houston	TX	77255-5287		7/8/2016	\$124.51	UTILITIES
Olympic Simi Valley Services	Po Box 55287	11-0103980	Houston	TX	77255-5287		8/26/2016	\$124.51	UTILITIES
Olympic Victoria Services	Po Box 55287		Houston	TX	77255-5287		7/8/2016	\$119.54	UTILITIES
Olympic Victoria Services	Po Box 55287		Houston	TX	77255-5287		8/26/2016	\$119.54	UTILITIES
ONESOURCE COMMUNICATIONS	4800 KELLER HICKS ROAD		FT.WORTH	TX	76244-9643		6/10/2016	\$129.07	UTILITIES
ONESOURCE COMMUNICATIONS	4800 KELLER HICKS ROAD		FT.WORTH	TX	76244-9643		7/13/2016	\$129.07	UTILITIES
ONESOURCE COMMUNICATIONS	4800 KELLER HICKS ROAD		FT.WORTH	TX	76244-9643		8/11/2016	\$129.07	UTILITIES
OREGON DEPARTMENT OF REVENUE	PO BOX 14725		SALEM	OR	97309-5018		6/17/2016	\$2,177.28	TAX
ORION CHILD DEVELOPMENT CENTER	8801 PEBBLES ROAD		ALLISON PARK	PA	15101		8/5/2016	\$57.10	REBATES
VILLAGE OF ORLAND PARK	P.O.BOX 88060		CHICAGO	IL	60680-1060		6/17/2016	\$27.72	UTILITIES
VILLAGE OF ORLAND PARK	P.O.BOX 88060		CHICAGO	IL	60680-1060		8/5/2016	\$28.45	UTILITIES
Orlando Utilities Commission	PO BOX 4901		ORLANDO	FL	32802-4901		7/8/2016	\$634.70	UTILITIES
Orlando Utilities Commission	PO BOX 4901		ORLANDO	FL	32802-4901		8/5/2016	\$701.09	UTILITIES
SARA OTT	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/22/2016	\$200.00	EMPLOYEE
SARA OTT	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
SARA OTT	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
SARA OTT	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/24/2016	\$200.00	EMPLOYEE
OTTERBOURG PC	Attorney Trust Account	JP Morgan 1211 Avenue of the Americas	New York	NY	10036-8890		7/5/2016	\$50,000.00	PRO FEES
OTTERBOURG PC	Attorney Trust Account	JP Morgan 1211 Avenue of the Americas	New York	NY	10036-8890		8/10/2016	\$150,000.00	PRO FEES
OTTERBOURG PC	Attorney Trust Account	JP Morgan 1211 Avenue of the Americas	New York	NY	10036-8890		8/31/2016	\$50,000.00	PRO FEES
Daniel M. & Nancy E. Cole Revocable Trust	c/o Evergreen Management Co. LLC	2295 Gateway Oaks Dr, Suite 135	Sacramento	CA	95833		6/15/2016	\$28,069.57	RENT
CITY OF PADUCAH	PO BOX 2697		PADUCAH	KY	42002-2697		6/24/2016	\$30.00	TAX
PADUCAH WATER	UTILITY PAYMENT CENTER	PO BOX 2477	PADUCAH	KY	42002-2477		6/17/2016	\$68.48	UTILITIES
PADUCAH WATER	UTILITY PAYMENT CENTER	PO BOX 2477	PADUCAH	KY	42002-2477		7/13/2016	\$64.67	UTILITIES

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Paramus Park Shopping Center LP	700 Paramus Park		Paramus	NJ	7652		6/14/2016	\$32,517.52	RENT
Borough Of Paramus	Business License Division	1 Jockish Square	Paramus	NJ	07652		6/17/2016	\$225.00	TAX
Borough Of Paramus	Business License Division	1 Jockish Square	Paramus	NJ	07652		7/1/2016	\$100.00	TAX
Borough Of Paramus	Business License Division	1 Jockish Square	Paramus	NJ	07652		7/1/2016	\$145.48	TAX
Borough Of Paramus	Business License Division	1 Jockish Square	Paramus	NJ	07652		7/1/2016	\$198.80	TAX
Park City Center	142 Park City Center		Lancaster	PA	17601		6/14/2016	\$10,485.65	RENT
Park Place	5870 E. Broadway Blvd		Tucson	AZ	85711		6/14/2016	\$20,341.43	RENT
Pr Financing Lp	P.O. Box 642301		Pittsburg	PA	15264-2301		6/15/2016	\$4,557.31	RENT
PC Connection Sales Corporation	730 Milford Road		Merrimack	NH	03054		6/29/2016	\$62,681.65	MAINT
Peabody Municipal Light Plant	PO BOX 3648		PEABODY	MA	01961-3648		6/17/2016	\$1,215.89	UTILITIES
Peabody Municipal Light Plant	PO BOX 3648		PEABODY	MA	01961-3648		7/13/2016	\$834.02	UTILITIES
Peabody Municipal Light Plant	PO BOX 3648		PEABODY	MA	01961-3648		8/26/2016	\$718.47	UTILITIES
PEA RIDGE PUBLIC SERVICE DISTRICT	PO BOX 86		BARBOURSVILLE	WV	25504-0086		7/8/2016	\$11.25	UTILITIES
PEA RIDGE PUBLIC SERVICE DISTRICT	PO BOX 86		BARBOURSVILLE	WV	25504-0086		8/11/2016	\$10.75	UTILITIES
Pellitteri Waste Systems	7035 RAYWOOD RD	PO BOX 259426	MADISON	WI	53725-9426		6/17/2016	\$69.53	UTILITIES
Pellitteri Waste Systems	7035 RAYWOOD RD	PO BOX 259426	MADISON	WI	53725-9426		7/13/2016	\$69.53	UTILITIES
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		6/20/2016	\$7,000.00	SALES TAX
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		6/20/2016	\$7,457.10	SALES TAX
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		7/20/2016	\$7,000.00	SALES TAX
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		7/20/2016	\$10,331.14	SALES TAX
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		8/22/2016	\$6,240.36	SALES TAX
PA Department Of Revenue	Po Box 280405		Harrisburg	PA	17128-0405		8/22/2016	\$7,000.00	SALES TAX
CITY OF PEORIA	8401 W MONROE STREET		PEORIA	AZ	85345		6/14/2016	\$615.21	TAX
CITY OF PEORIA	8401 W MONROE STREET		PEORIA	AZ	85345		7/19/2016	\$617.85	TAX
CITY OF PEORIA	8401 W MONROE STREET		PEORIA	AZ	85345		8/12/2016	\$584.78	TAX
Pepco	P.O. Box 13608		Philadelphia	PA	19101-3608		6/10/2016	\$645.70	UTILITIES
Pepco	P.O. Box 13608		Philadelphia	PA	19101-3608		7/8/2016	\$656.58	UTILITIES
Pepco	P.O. Box 13608		Philadelphia	PA	19101-3608		8/11/2016	\$744.42	UTILITIES
Perimeter Mall	4400 Ashford Dunwoody Road #1685		Atlanta	GA	30346		6/14/2016	\$36,566.55	RENT
Perimeter Mall	4400 Ashford Dunwoody Road #1685		Atlanta	GA	30346		6/28/2016	\$6,700.00	RENT
Personnel Concepts Ltd	PO Box 5750		Carol Stream	IL	60197-5750		6/10/2016	\$139.78	GENERAL
Petals and Stems Florist	13319 Montfort		Dallas	TX	75240		8/11/2016	\$401.06	GENERAL
P G & E	Po Box 997300		Sacramento	CA	95899-7300		6/10/2016	\$179.75	UTILITIES
P G & E	Po Box 997300		Sacramento	CA	95899-7300		6/17/2016	\$4,568.69	UTILITIES
P G & E	Po Box 997300		Sacramento	CA	95899-7300		7/8/2016	\$521.53	UTILITIES
P G & E	Po Box 997300		Sacramento	CA	95899-7300		7/13/2016	\$6,206.95	UTILITIES
P G & E	Po Box 997300		Sacramento	CA	95899-7300		8/5/2016	\$570.88	UTILITIES
P G & E	Po Box 997300		Sacramento	CA	95899-7300		8/26/2016	\$5,895.79	UTILITIES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		6/10/2016	\$12,653.67	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		6/24/2016	\$16,282.81	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		7/8/2016	\$14,437.98	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		7/22/2016	\$14,937.60	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		8/5/2016	\$13,462.82	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		8/19/2016	\$13,462.82	PRO FEES
PHEASANT HILL PARTNERS, INC	68 PHEASANT HILL ROAD		WESTON	CT	06883		8/31/2016	\$27,676.70	PRO FEES
PHOTOREFLECT, LLC	1101 SUMMIT AVE		PLANO	TX	75074		8/31/2016	\$15,000.00	MAINT
PHOTO & GO	2915 S. CONGRESS AVE	SUITE BH	DELRAY BEACH	FL	33445		8/5/2016	\$6,609.60	SUPPLIES
PIEDMONT NATURAL GAS	PO BOX 660920		DALLAS	TX	75266-0920		7/1/2016	\$23.54	UTILITIES
PIEDMONT NATURAL GAS	PO BOX 660920		DALLAS	TX	75266-0920		7/28/2016	\$24.28	UTILITIES
Beth Ford, Pima County Treasurer	Pima County Treasurer	115 N. Church Avenue	Tucson	AZ	85701-1199		6/17/2016	\$2,861.80	TAX
Beth Ford, Pima County Treasurer	Pima County Treasurer	115 N. Church Avenue	Tucson	AZ	85701-1199		6/17/2016	\$190.78	TAX

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Plaza Bonita LP	Plaza Bonita	C/O Bank Of America	Los Angeles	CA	90074-4738		7/28/2016	\$15,075.33	RENT
Plaza Bonita LP	Plaza Bonita	C/O Bank Of America	Los Angeles	CA	90074-4738		8/19/2016	\$16,028.42	RENT
PR PLYMOUTH MEETING LP	PO BOX 373312		CLEVELAND	OH	44193-3312		6/15/2016	\$1,363.25	RENT
Portland General Electric	Po Box 4438		Portland	OR	97208-4438		7/8/2016	\$780.25	UTILITIES
Portland General Electric	Po Box 4439		Portland	OR	97208-4438		7/28/2016	\$709.26	UTILITIES
PPL Electric Utilities	PO BOX 1845		LOUISVILLE	KY	40290-1845		7/13/2016	\$303.65	UTILITIES
PRECISION WASTE SOLUTIONS LLC	PO BOX 18856		SHREVEPORT	LA	71138		7/8/2016	\$135.50	UTILITIES
PRECISION WASTE SOLUTIONS LLC	PO BOX 18856		SHREVEPORT	LA	71138		8/5/2016	\$135.50	UTILITIES
Preit Associates, Lp			Plano	TX	75074		8/8/2016	\$75,033.12	RENT
PR Prince Georges Plaza, LLC	AS AGENT FOR PRINCE GEORGES PLAZA	DEPT. 77-2769	CHICAGO	IL	60678-2769		6/15/2016	\$2,392.67	RENT
Prince William County	Tax Administrative Division	PO Box 2467	Woodbridge	VA	22195-2467		6/17/2016	\$470.23	TAX
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		6/13/2016	\$5,544.20	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		6/24/2016	\$5,661.92	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		7/11/2016	\$5,311.51	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		7/13/2016	\$60.00	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		7/20/2016	\$5,582.63	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		8/4/2016	\$60.00	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		8/8/2016	\$4,943.03	BENEFITS
Principal Financial Group	Contract 711753	PO Box 2000	Mason City	IA	50402-2000		8/22/2016	\$5,027.73	BENEFITS
Duke Energy Progress	PO Box 1003		Charlotte	NC	28201-1003		6/10/2016	\$374.31	UTILITIES
Duke Energy Progress	PO Box 1003		Charlotte	NC	28201-1003		7/8/2016	\$601.19	UTILITIES
Duke Energy Progress	PO Box 1003		Charlotte	NC	28201-1003		7/13/2016	\$508.34	UTILITIES
Duke Energy Progress	PO Box 1003		Charlotte	NC	28201-1003		8/5/2016	\$559.03	UTILITIES
Duke Energy Progress	PO Box 1003		Charlotte	NC	28201-1003		8/11/2016	\$355.19	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		6/10/2016	\$300.13	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		6/24/2016	\$937.37	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		7/1/2016	\$1,279.75	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		7/8/2016	\$414.05	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		7/28/2016	\$1,210.88	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		8/5/2016	\$1,026.53	UTILITIES
PSE & G Co	P.O. Box 14444		New Brunswick	NJ	08906-4444		8/26/2016	\$894.04	UTILITIES
PSEGLI	PO BOX 9039	ACCT 5034480666	HICKSVILLE	NY	11802-9039		6/17/2016	\$655.03	UTILITIES
PSEGLI	PO BOX 9039	ACCT 5034480666	HICKSVILLE	NY	11802-9039		7/28/2016	\$1,040.07	UTILITIES
PSEGLI	PO BOX 9039	ACCT 5034480666	HICKSVILLE	NY	11802-9039		8/26/2016	\$1,258.67	UTILITIES
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	6/8/2016	\$2,938.20	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	6/22/2016	\$2,425.00	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	7/6/2016	\$2,745.00	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	7/21/2016	\$2,685.92	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	8/3/2016	\$2,621.00	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	8/15/2016	\$2,995.61	BENEFITS
PSI PAYROLL SERVICES INC	760 Pacific Rd., Unit 24		Oakville	Ontario, L6L 6M5	L6L 6M5	Canada	8/31/2016	\$2,145.81	BENEFITS
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		6/10/2016	\$287.60	UTILITIES
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		6/17/2016	\$274.97	UTILITIES
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		7/8/2016	\$316.42	UTILITIES
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		7/13/2016	\$297.76	UTILITIES



In re: TPP Acquisition, Inc.  
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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		8/5/2016	\$261.49	UTILITIES
Puget Sound Energy	PO BOX 91269		BELLEVUE	WA	98009-9269		8/26/2016	\$326.89	UTILITIES
City Of Rancho Cucamonga	Municipal Utility	Po Box 4499	Rancho Cucamonga	CA	91729-4499		7/1/2016	\$697.36	UTILITIES
City Of Rancho Cucamonga	Municipal Utility	Po Box 4499	Cucamonga	CA	91729-4499		7/28/2016	\$1,059.57	UTILITIES
JG RANDOLF II, LLC	CBL #0450	PO BOX 955607	ST. LOUIS	MO	63195-0450		6/9/2016	\$11,159.28	RENT
Malinda Ray	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$0.00	EMPLOYEE
RCS, Inc.	Po Box 7242		No. Brunswick	NJ	8902		6/30/2016	\$98,940.00	PRO FEES
READY REFRESH	PO BOX 856192		LOUISVILLE	KY	40285-6192		6/10/2016	\$153.79	SUPPLIES
READY REFRESH	PO BOX 856192		LOUISVILLE	KY	40285-6192		7/8/2016	\$65.47	SUPPLIES
ROBBIN REAGAN	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/22/2016	\$200.00	EMPLOYEE
PDC-RED CLIFFS MALL LLC	1770 E RED CLIFFS DR. #114		ST. GEORGE	UT	84790		6/14/2016	\$9,257.03	RENT
Reliant Energy	PO BOX 650475		DALLAS	TX	75265-0475		6/17/2016	\$1,443.04	UTILITIES
Reliant Energy	PO BOX 650475		DALLAS	TX	75265-0475		7/8/2016	\$832.69	UTILITIES
Reliant Energy	PO BOX 650475		DALLAS	TX	75265-0475		7/13/2016	\$703.43	UTILITIES
Reliant Energy	PO BOX 650475		DALLAS	TX	75265-0475		7/28/2016	\$780.81	UTILITIES
Reliant Energy	PO BOX 650475		DALLAS	TX	75265-0475		8/5/2016	\$893.83	UTILITIES
REVA FOUNDATION	PO BOX 691575		WEST HOLLYWOOD	CA	90069		7/19/2016	\$250.00	GENERAL
CITY OF RICHARDSON	PO BOX 830129		RICHARDSON	TX	75083-0129		6/10/2016	\$180.42	UTILITIES
CITY OF RICHARDSON	PO BOX 830129		RICHARDSON	TX	75083-0129		7/8/2016	\$164.02	UTILITIES
CITY OF RICHARDSON	PO BOX 830129		RICHARDSON	TX	75083-0129		8/5/2016	\$198.46	UTILITIES
Department Of Weights & Measures	Po Box 1089		Riverside	CA	92502-1089		7/8/2016	\$160.00	TAX
ROAD HOME RESCUE	117 LOCH VALE LANE		CARY	NC	27518		6/10/2016	\$450.00	GENERAL
Robinson Mail-JCP Associates Ltd.	100 Robinson Centre Drive		Pittsburgh	PA	15205		6/14/2016	\$22,525.69	RENT
Robinson Mail-JCP Associates Ltd.	100 Robinson Centre Drive		Pittsburgh	PA	15205		7/28/2016	\$6,252.92	RENT
ROCKY MOUNTAIN POWER	PO BOX 26000		PORTLAND	OR	97256-0001		6/24/2016	\$289.30	UTILITIES
ROCKY MOUNTAIN POWER	PO BOX 26000		PORTLAND	OR	97256-0001		7/28/2016	\$319.74	UTILITIES
Roseville Shoppingtown LLC	File 3546	Collections Center Drive	Chicago	IL	60693-3546		7/28/2016	\$8,000.00	RENT
City Of Roseville	PO BOX 45807		SAN FRANCISCO	CA	94145-0807		7/1/2016	\$239.56	UTILITIES
City Of Roseville	PO BOX 45807		SAN FRANCISCO	CA	94145-0807		7/28/2016	\$237.67	UTILITIES
City Of Roseville	PO BOX 45807		SAN FRANCISCO	CA	94145-0807		8/26/2016	\$247.83	UTILITIES
ROYAL PALM BEACH BUILDING DEPT	1050 ROYAL PALM BEACH BLVD		ROYAL PALM BEACH	FL	33411		7/6/2016	\$75.00	TAX
ROYAL PALM BEACH BUILDING DEPT	1050 ROYAL PALM BEACH BLVD		ROYAL PALM BEACH	FL	33411		8/5/2016	\$125.00	TAX
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		6/17/2016	\$8,194.43	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		7/1/2016	\$11,630.39	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		7/13/2016	\$5,285.30	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		7/28/2016	\$9,812.48	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		8/5/2016	\$27,156.77	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		8/11/2016	\$3,444.68	MAINT
RSM Maintenance LLC	461 FROM ROAD	SECOND FLOOR	PARAMUS	NJ	07652		8/26/2016	\$27,745.16	MAINT
TIFFANY RUSSELL	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
PATRICIA SALDANA	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/10/2016	\$200.00	EMPLOYEE
PATRICIA SALDANA	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/10/2016	\$470.39	EMPLOYEE
PATRICIA SALDANA	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
PATRICIA SALDANA	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/24/2016	\$200.00	EMPLOYEE
OGG SALEM CENTER LLC	Price Development Company	Salem Centre St	Salem	OR	97301		7/6/2016	\$32,402.49	RENT
OGG SALEM CENTER LLC	Price Development Company	Salem Centre St	Salem	OR	97301		7/28/2016	\$5,488.84	RENT
PATY SANCHEZ	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$1,200.00	EMPLOYEE

In re: TPP Acquisition, Inc.  
 Case No. 16-33437  
 Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		6/17/2016	\$1,877.65	UTILITIES
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		6/24/2016	\$546.75	UTILITIES
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		7/1/2016	\$1,447.54	UTILITIES
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		7/13/2016	\$499.27	UTILITIES
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		7/28/2016	\$1,423.65	UTILITIES
San Diego Gas & Electric	PO BOX 25111		SANTA ANA	CA	92799-5111		8/28/2016	\$1,572.08	UTILITIES
CITY OF SAN MATEO	Business Tax Division	330 West 20th Ave	San Mateo	CA	94403-1388		8/5/2016	\$349.78	GENERAL
Santa Anita Shoppingtown LP	400 S Baldwin Park #231	Santa Anita Fashion Park	Arcadia	CA	91007-1904		7/28/2016	\$9,000.00	RENT
La Cantera Specialty Retail LP	15900 La Cantera Parkway, Ste. 6698		San Antonio	TX	78256		6/14/2016	\$7,609.89	RENT
Simplexgrinnell LP	Dept. Ch 10320		Palatine	IL	60095-0320		7/1/2016	\$514.64	MAINT
Smud	P.O. Box 15555		Sacramento	CA	95852		6/10/2016	\$1,027.79	UTILITIES
Smud	P.O. Box 15555		Sacramento	CA	95852		6/24/2016	\$361.28	UTILITIES
Smud	P.O. Box 15555		Sacramento	CA	95852		7/8/2016	\$1,158.50	UTILITIES
Smud	P.O. Box 15555		Sacramento	CA	95852		7/28/2016	\$571.16	UTILITIES
Smud	P.O. Box 15555		Sacramento	CA	95852		8/26/2016	\$356.53	UTILITIES
SnagAJob , Inc	4851 Lake Brook Drive		Glen Allen	VA	23060		6/10/2016	\$2,840.63	PRO FEES
SnagAJob , Inc	4851 Lake Brook Drive		Glen Allen	VA	23060		6/17/2016	\$2,000.00	PRO FEES
Snohomish County Pud	P.O. BOX 1100		EVERETT	WA	98206-1100		6/24/2016	\$409.23	UTILITIES
Snohomish County Pud	P.O. BOX 1100		EVERETT	WA	98206-1100		7/28/2016	\$468.13	UTILITIES
Snohomish County Pud	P.O. BOX 1100		EVERETT	WA	98206-1100		8/26/2016	\$407.57	UTILITIES
WEA Southcenter LLC	P.O. Box 630050		Cincinnati	OH	45263-0050		7/28/2016	\$8,000.00	RENT
South Bay Center SPE LLC	P.O. Box 72056		Cleveland	OH	44192-0056		6/14/2016	\$51,259.80	RENT
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		6/20/2016	\$216.06	SALES TAX
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		6/21/2016	\$1,761.09	SALES TAX
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		7/21/2016	\$305.99	SALES TAX
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		7/21/2016	\$2,049.52	SALES TAX
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		8/23/2016	\$286.59	SALES TAX
SC DEPARTMENT OF REVENUE	Sales Tax Return		Columbia	SC	29214-0101		8/23/2016	\$1,490.11	SALES TAX
Southern Cal. Edison	P.O. Box 300		Rosemead	CA	91772-0001		6/10/2016	\$615.52	UTILITIES
Southern Cal. Edison	P.O. Box 300		Rosemead	CA	91772-0001		7/8/2016	\$1,812.77	UTILITIES
Southern Cal. Edison	P.O. Box 300		Rosemead	CA	91772-0001		8/5/2016	\$2,083.15	UTILITIES
SouthPark Mall	PO BOX 74423		CLEVELAND	OH	44194-4423		6/9/2016	\$15,349.68	RENT
SOUTHWEST PLAZA LLC	SDS-12-1605	PO BOX 86	MINNEAPOLIS	MN	55486-1605		6/14/2016	\$25,792.57	RENT
CITY OF SPARTANBURG	PO DRAWER 1749		SPARTANBURG	SC	29304		7/1/2016	\$21.70	TAX
Treasurer, Spotsylvania County	PO BOX C-9000		SPOTSYLVANIA	VA	22553-9000		6/10/2016	\$18.85	UTILITIES
Treasurer, Spotsylvania County	PO BOX C-9000		SPOTSYLVANIA	VA	22553-9000		7/13/2016	\$16.44	UTILITIES
Treasurer, Spotsylvania County	PO BOX C-9000		SPOTSYLVANIA	VA	22553-9000		8/5/2016	\$16.44	UTILITIES
Treasurer, Spotsylvania County	PO BOX C-9000		SPOTSYLVANIA	VA	22553-9000		8/26/2016	\$341.57	UTILITIES
Spring Branch I.S.D.	L A Payton, Tax Assessor-Collector	P.O. Box 19037	Houston	TX	77224-9038		6/17/2016	\$859.92	TAX
SSG ADVISORS, LLC	Five Tower Bridge, Ste 420	300 Barr Harbor Drive	West Conshohocken	PA	19428		8/26/2016	\$20,000.00	PRO FEES
Staff Sense	P.O. Box 220	Dept 5001	Battendorf	IA	52722-0004		8/26/2016	\$4,670.40	GENERAL
STANDARD SECURITY LIFE	11910 ANDERSON MILL ROAD		AUSTIN	TX	78726-1113		7/13/2016	\$4,849.65	BENEFITS
STANDARD SECURITY LIFE	11910 ANDERSON MILL ROAD		AUSTIN	TX	78726-1113		9/1/2016	\$8,141.53	BENEFITS
DANA STAPLER	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
Staten Island Mall	Sds-12-2730	P.O. Box 86	Minneapolis	MN	55486-2730		6/14/2016	\$60,487.07	RENT
STATES SALES TAX	ATTN: BILLING DEPT	747 E BOUGHTON RD, #206	BOLINGBROOK	IL	60440		6/13/2016	\$7,539.95	SALES TAX
STATES SALES TAX	ATTN: BILLING DEPT	747 E BOUGHTON RD, #206	BOLINGBROOK	IL	60440		7/15/2016	\$15,147.62	SALES TAX
STATES SALES TAX	ATTN: BILLING DEPT	747 E BOUGHTON RD, #206	BOLINGBROOK	IL	60440		8/12/2016	\$7,446.00	SALES TAX

In re: TPP Acquisition, Inc.  
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Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
ST. CLAIR SQUARE SPE, LLC	CBL #0823	PO BOX 955607	ST. LOUIS	MO	63195-5607		6/9/2016	\$13,703.28	RENT
CITY OF ST GEORGE - UTILITIES	PO BOX 1750		ST. GEORGE	UT	84771-1750		6/10/2016	\$198.83	UTILITIES
CITY OF ST GEORGE - UTILITIES	PO BOX 1750		ST. GEORGE	UT	84771-1750		6/24/2016	\$214.83	UTILITIES
CITY OF ST GEORGE - UTILITIES	PO BOX 1750		ST. GEORGE	UT	84771-1750		8/11/2016	\$495.55	UTILITIES
Stonebriar Mall, LLC	2601 Preston Rd.		Frisco	TX	75034		6/14/2016	\$7,362.40	RENT
STROUD MALL	CBL #0360	PO BOX 955607	ST. LOUIS	MO	63195-5607		6/9/2016	\$11,456.59	RENT
STUDIO PLUS SOFTWARE LLC	800 SOUTH MAIN STREET	SUITE 120	CAMBRIDGE	MN	55008		7/8/2016	\$7,410.00	GENERAL
STUDIO PLUS SOFTWARE LLC	800 SOUTH MAIN STREET	SUITE 120	CAMBRIDGE	MN	55008		7/28/2016	\$4,500.00	GENERAL
STUDIO PLUS SOFTWARE LLC	800 SOUTH MAIN STREET	SUITE 120	CAMBRIDGE	MN	55008		8/5/2016	\$5,460.00	GENERAL
SUDDATH GLOBAL LOGISTICS	PO BOX 10489		JACKSONVILLE	FL	32247		8/26/2016	\$2,251.27	FREIGHT
Sungard Availability Services LP	680 East Swedesford Rd		Wayne	PA	19087		6/17/2016	\$8,832.99	MAINT
Sungard Availability Services LP	680 East Swedesford Rd		Wayne	PA	19087		8/22/2016	\$17,665.98	MAINT
SUNRISE MALL	CBL #0608	PO BOX 955607	ST. LOUIS	MO	63195		6/9/2016	\$14,514.47	RENT
BPC Henderson LLC	P.O. Box 5237	Commercial Division	Cleveland	OH	44101		6/14/2016	\$30,324.89	RENT
BPC Henderson LLC	P.O. Box 5237	Commercial Division	Cleveland	OH	44101		7/28/2016	\$8,469.02	RENT
Sustainable Solutions Group	Dept #40299	PO Box 740209	Atlanta	GA	30374-0209		7/1/2016	\$1,082.23	UTILITIES
Tampa Electric	Po Box 31318		Tampa	FL	33631-3318		6/17/2016	\$547.84	UTILITIES
Tampa Electric	Po Box 31318		Tampa	FL	33631-3318		7/13/2016	\$692.92	UTILITIES
DIANE MARIE NEWTON	2133 SEQUOYA WAY		CARROLLTON	TX	75006		7/1/2016	\$772.45	GENERAL
DIANE MARIE NEWTON	2133 SEQUOYA WAY		CARROLLTON	TX	75006		8/3/2016	\$843.81	GENERAL
DIANE MARIE NEWTON	2133 SEQUOYA WAY		CARROLLTON	TX	75006		8/26/2016	\$765.95	GENERAL
City Of Temecula	PO BOX 9033	Attn: Business License Dept.	Temecula	CA	92589-9033		6/10/2016	\$71.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		6/20/2016	\$542.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		6/20/2016	\$947.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		7/20/2016	\$460.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		7/20/2016	\$610.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		7/20/2016	\$1,048.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		8/19/2016	\$342.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		8/19/2016	\$469.00	TAX
Tennessee Department Of Revenue	Andrew Jackson State Office Bldg	500 Deaderick Street	Nashville	TN	37242		8/19/2016	\$995.00	TAX
Terminix International Co, LP.	PO BOX 17167	CHAIN NBR:54825	MEMPHIS	TN	38187		7/8/2016	\$230.31	MAINT
Comptroller of Public Accounts	PO Box 149359		Austin	TX	78714-9359		6/20/2016	\$23,466.64	SALES TAX
Comptroller of Public Accounts	PO Box 149359		Austin	TX	78714-9359		7/20/2016	\$31,070.98	SALES TAX
Comptroller of Public Accounts	PO Box 149359		Austin	TX	78714-9359		8/22/2016	\$22,858.65	SALES TAX
Timetrade Systems, INC	100 Crosby Dr		Bedford	MA	01730		7/1/2016	\$6,696.25	PRO FEES
TIME WARNER CABLE	PO BOX 3237		MILWAUKEE	WI	53201-3237		7/8/2016	\$137.90	UTILITIES
TIME WARNER CABLE	PO BOX 3237		MILWAUKEE	WI	53201-3237		8/11/2016	\$137.90	UTILITIES
TIME WARNER CABLE	PO BOX 3237		MILWAUKEE	WI	53201-3237		8/26/2016	\$137.90	UTILITIES
JENNIFER TODD	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
JENNIFER TODD	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$250.00	EMPLOYEE
JENNIFER TODD	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/25/2016	\$650.00	EMPLOYEE
Westfield Topanga Owner, LLC	6600 Topanga Canyon Blvd.		Canoga Park	CA	91303		7/28/2016	\$11,384.24	RENT
PAUL TRAUB	31 OLD FARMS RD		WOODCLIFF LAKE	NJ	07677		7/6/2016	\$3,750.00	PRO FEES
PAUL TRAUB	31 OLD FARMS RD		WOODCLIFF LAKE	NJ	07677		8/11/2016	\$10,000.00	PRO FEES
PAUL TRAUB	31 OLD FARMS RD		WOODCLIFF LAKE	NJ	07677		8/23/2016	\$1,694.00	PRO FEES
Travis County Tax Office	PO Box 149328		Austin	TX	78714-9328		8/5/2016	\$1,915.51	TAX
Trintech Inc.	Dept 0544	Po Box 120544	Dallas	TX	75312-0544		6/17/2016	\$5,119.82	GENERAL
Trinity Learning Center	7004 Ridge Ave		Egg Harbor Township	NJ	08234		7/8/2016	\$463.28	REBATES

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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Trumbull Cnty Water & Sewer	842 Youngstown Kingsville Rd		Vienna	OH	44473-9737		8/5/2016	\$62.93	UTILITIES
Tucson Electric Power	Po Box 80077		Prescott	AZ	86304-8077		6/24/2016	\$279.34	UTILITIES
Tucson Electric Power	Po Box 80077		Prescott	AZ	86304-8077		7/13/2016	\$272.29	UTILITIES
City Of Tucson		Po Box 80077	Prescott	AZ	86304-8077		6/14/2016	\$370.08	SALES TAX
City Of Tucson		Po Box 80077	Prescott	AZ	86304-8077		7/19/2016	\$0.37	SALES TAX
City Of Tucson		Po Box 80077	Prescott	AZ	86304-8077		8/12/2016	\$242.74	SALES TAX
TXU Energy	P. O. Box 650638		Dallas	TX	75265-0638		6/24/2016	\$2,248.76	UTILITIES
TXU Energy	P. O. Box 650638		Dallas	TX	75265-0638		7/13/2016	\$2,598.93	UTILITIES
TXU Energy	P. O. Box 650638		Dallas	TX	75265-0638		8/26/2016	\$2,651.53	UTILITIES
TYCO INTEGRATED SECURITY LLC	PO BOX 371967		PITTSBURGH	PA	15250-7967		6/10/2016	\$792.38	UTILITIES
Tyler Mall Limited Partnership	P. O. Box 633131		Cincinnati	OH	45263-3131		6/14/2016	\$53,954.06	RENT
Suez Water Toms River	P. O. Box 371804		Pittsburgh	PA	15250-7804		6/24/2016	\$18.63	UTILITIES
Suez Water Toms River	P. O. Box 371804		Pittsburgh	PA	15250-7804		7/28/2016	\$18.63	UTILITIES
Suez Water Toms River	P. O. Box 371804		Pittsburgh	PA	15250-7804		8/26/2016	\$18.63	UTILITIES
Unitil	PO Box 981010		BOSTON	MA	02298-1010		6/24/2016	\$121.93	UTILITIES
Unitil	PO Box 981010		BOSTON	MA	02298-1010		7/28/2016	\$123.87	UTILITIES
Unitil	PO Box 981010		BOSTON	MA	02298-1010		8/26/2016	\$123.71	UTILITIES
United Healthcare	JP Morgan Chase	ATTN: UHC Lockbox 22561	Chicago	IL	60603		6/9/2016	\$14,182.48	BENEFITS
United Healthcare	JP Morgan Chase	ATTN: UHC Lockbox 22561	Chicago	IL	60603		6/28/2016	\$13,351.85	BENEFITS
United Healthcare	JP Morgan Chase	ATTN: UHC Lockbox 22561	Chicago	IL	60603		8/4/2016	\$12,897.16	BENEFITS
United Healthcare	JP Morgan Chase	ATTN: UHC Lockbox 22561	Chicago	IL	60603		9/1/2016	\$12,558.67	BENEFITS
First Unum Life Insurance Company	PO Box 406927		Atlanta	GA	30384-6927		6/9/2016	\$783.03	BENEFITS
US Healthworks Medical Group WA, PS	PO Box 50042		Los Angeles	CA	90074		6/9/2016	\$50.00	BENEFITS
U.S. POSTAL SERVICE	MAIN POST OFFICE	1200 JUPITER ROAD	PLANO	TX	75074-9998		7/1/2016	\$10,000.00	FREIGHT
U.S. POSTAL SERVICE	MAIN POST OFFICE	1200 JUPITER ROAD	PLANO	TX	75074-9998		7/29/2016	\$7,000.00	FREIGHT
U.S. POSTAL SERVICE	MAIN POST OFFICE	1200 JUPITER ROAD	PLANO	TX	75074-9998		8/26/2016	\$7,000.00	FREIGHT
U.S. POSTAL SERVICE	MAIN POST OFFICE	1200 JUPITER ROAD	PLANO	TX	75074-9998		8/31/2016	\$1,000.00	FREIGHT
Utah State Tax Commission	210 North 1950 West		Salt Lake City	UT	84134-0180		7/20/2016	\$3,401.17	TAX
Valley Plaza Mall	P. O. Box 100648		Pasadena	CA	91189-0648		6/14/2016	\$30,329.03	RENT
VF Mall LLC	2855 Stevens Creek Blvd. #2178		Santa Clara	CA	95050-6709		7/28/2016	\$15,187.89	RENT
VALLEY MALL LP	P. O. Box 930517		Atlanta	GA	31193		6/15/2016	\$1,283.75	RENT
PR VALLEY VIEW MALL LP	PO BOX 373822		CLEVELAND	OH	44193-3822		6/15/2016	\$1,433.71	RENT
Varidoc	737 Regal Row		Dallas	TX	75247		7/8/2016	\$14,421.12	SUPPLIES
Varidoc	737 Regal Row		Dallas	TX	75247		7/28/2016	\$12,868.08	SUPPLIES
VARIDOC XL, LLC	737 Regal Row		Dallas	TX	75247		7/28/2016	\$495.79	SUPPLIES
Verizon	PO Box 1		Worcester	MA	01654-0001		7/8/2016	\$127.71	UTILITIES
Verizon	PO Box 1		Worcester	MA	01654-0001		7/8/2016	\$6,215.70	UTILITIES
Verizon	PO Box 1		Worcester	MA	01654-0001		8/5/2016	\$274.98	UTILITIES
Verizon	PO Box 1		Worcester	MA	01654-0001		8/11/2016	\$4,075.36	UTILITIES
Rancho Mall, Llc	12509 N. Main St.		Rancho Cucomanga	CA	91739		6/14/2016	\$43,966.17	RENT
Rancho Mall, Llc	12509 N. Main St.		Rancho Cucomanga	CA	91739		7/28/2016	\$14,292.29	RENT
Virginia Department Of Taxation	P. O. Box 1777		Richmond	VA	23218-1777		6/23/2016	\$10,957.21	SALES TAX
Virginia Department Of Taxation	P. O. Box 1777		Richmond	VA	23218-1777		7/5/2016	\$721.47	SALES TAX
Virginia Department Of Taxation	P. O. Box 1777		Richmond	VA	23218-1777		7/5/2016	\$9,923.46	SALES TAX
Virginia Department Of Taxation	P. O. Box 1777		Richmond	VA	23218-1777		7/26/2016	\$2,407.18	SALES TAX
Virginia Department Of Taxation	P. O. Box 1777		Richmond	VA	23218-1777		8/24/2016	\$9,825.68	SALES TAX
CITY OF VISALIA	PO BOX 51159		LOS ANGELES	CA	90051-5459		6/10/2016	\$31.89	UTILITIES

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Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
CITY OF VISALIA	PO BOX 51159		LOS ANGELES	CA	90051-5459		7/13/2016	\$31.89	UTILITIES
CITY OF VISALIA	PO BOX 51159		LOS ANGELES	CA	90051-5459		8/11/2016	\$31.89	UTILITIES
MICHAEL WALKER	1155 Kas Drive	Suite 180	Richardson	TX	75081		6/27/2016	\$200.00	EMPLOYEE
MICHAEL WALKER	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/10/2016	\$200.00	EMPLOYEE
MICHAEL WALKER	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/23/2016	\$1,200.00	EMPLOYEE
MICHAEL WALKER	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/24/2016	\$200.00	EMPLOYEE
MICHAEL WALKER	1155 Kas Drive	Suite 180	Richardson	TX	75081		8/26/2016	\$1,400.00	EMPLOYEE
Wal-Mart	702 SW 8th Street		Bentonville	AR	72716-8611		8/15/2016	\$2,589.99	RENT
Wal-Mart	702 SW 8th Street		Bentonville	AR	72716-8611		9/1/2016	\$4,000.00	RENT
Washington Department Of Revenue				WA			6/27/2016	\$9,738.81	SALES TAX
Washington Department Of Revenue				WA			7/26/2016	\$12,124.11	SALES TAX
Washington Department Of Revenue				WA			8/26/2016	\$8,884.61	SALES TAX
Department Of Labor & Industries	PO BOX 34022	UBIf#: 603 091 076	SEATTLE	WA	98124-1022		6/24/2016	\$3,414.27	BUSI INS
Washington Gas	PO Box 37747	ACCT.2260296310	Philadelphia	PA	19101-5047		6/24/2016	\$23.04	UTILITIES
Washington Gas	PO Box 37747	ACCT.2260296310	Philadelphia	PA	19101-5047		7/28/2016	\$22.07	UTILITIES
Washington Gas	PO Box 37747	ACCT.2260296310	Philadelphia	PA	19101-5047		8/26/2016	\$21.74	UTILITIES
Washington Suburban Sanitary	14501 SWEITZER LANE		LAUREL	MD	20707-5902		6/10/2016	\$27.00	UTILITIES
Washington Suburban Sanitary	14501 SWEITZER LANE		LAUREL	MD	20707-5902		7/8/2016	\$25.31	UTILITIES
Washington Suburban Sanitary	14501 SWEITZER LANE		LAUREL	MD	20707-5902		8/5/2016	\$25.97	UTILITIES
STATE OF WASHINGTON	BUSINESS LICENSING SERVICE	DEPT OF LICENSING, PO BOX 9034	OLYMPIA	WA	98507-9034		6/10/2016	\$150.00	TAX
Waste Management	Po Box 4648		Carol Stream	IL	60197-4648		7/8/2016	\$42.49	UTILITIES
Waste Management	Po Box 4648		Carol Stream	IL	60197-4648		8/5/2016	\$42.61	UTILITIES
Westgate Mall II, Llc	205 West Blackstock Rd, Suite #1		Spartanburg	SC	29301		6/9/2016	\$12,244.41	RENT
West County Mall CMBS, LLC	80 West County Centre		Saint Louis	MO	63131		6/9/2016	\$30,468.74	RENT
WV State Tax Department	Internal Auditing Division	PO Box 1826	Charlestown	WV	25327-1826		6/17/2016	\$28.80	SALES TAX
WV State Tax Department	Internal Auditing Division	PO Box 1826	Charlestown	WV	25327-1826		6/23/2016	\$431.96	SALES TAX
WV State Tax Department	Internal Auditing Division	PO Box 1826	Charlestown	WV	25327-1826		7/22/2016	\$469.69	SALES TAX
WV State Tax Department	Internal Auditing Division	PO Box 1826	Charlestown	WV	25327-1826		8/24/2016	\$346.57	SALES TAX
WEST VIRGINIA AMERICAN WATER	PO BOX 371880		PITTSBURGH	PA	15250-7880		8/24/2016	\$27.84	UTILITIES
WEST WHITELAND TOWNSHIP	101 COMMERCE DRIVE		EXTON	PA	19341		8/5/2016	\$50.00	GENERAL
White Marsh Mall	C/O The Rouse Company	Po Box 64093	Baltimore	MD	21264-4093		6/14/2016	\$35,205.99	RENT
WILCO	701 PROSPECT ROAD		COLUMBIA	PA	17512		9/1/2016	\$324.00	MAINT
Willowbrook (NJ)	P. O. Box 64348		Baltimore	MD	21264-4348		6/14/2016	\$40,455.68	RENT
Windstream	P. O. Box 9001908		Louisville	KY	40290-1908		6/17/2016	\$97.84	UTILITIES
Windstream	P. O. Box 9001908		Louisville	KY	40290-1908		7/1/2016	\$81.94	UTILITIES
Windstream	P. O. Box 9001908		Louisville	KY	40290-1908		7/28/2016	\$102.84	UTILITIES
Windstream	P. O. Box 9001908		Louisville	KY	40290-1908		8/5/2016	\$83.11	UTILITIES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		7/28/2016	\$42,706.95	PRO FEES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		8/4/2016	\$66,742.52	PRO FEES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		8/11/2016	\$52,642.99	PRO FEES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		8/19/2016	\$67,637.52	PRO FEES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		8/25/2016	\$55,000.00	PRO FEES
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110		8/31/2016	\$170,000.00	PRO FEES
Wisconsin Dept Of Revenue	Po Box 93389		Milwaukee	WI	53293-0389		6/21/2016	\$5,833.79	SALES TAX
Wisconsin Dept Of Revenue	Po Box 93389		Milwaukee	WI	53293-0389		7/20/2016	\$6,519.41	SALES TAX
Wisconsin Dept Of Revenue	Po Box 93389		Milwaukee	WI	53293-0389		8/22/2016	\$5,066.05	SALES TAX
Wisconsin Department Of Revenue	BOX 930208		MILWAUKEE	WI	53293-0208		8/29/2016	\$493.96	TAX
Wisconsin Public Service	PO BOX 19003		GREEN BAY	WI	54307-9003		7/8/2016	\$768.34	UTILITIES
Wisconsin Public Service	PO BOX 19003		GREEN BAY	WI	54307-9003		8/5/2016	\$984.76	UTILITIES
Woodbridge Center Property, LLC	C/O THE ROUSE COMPANY	P. O. BOX 64311	BALTIMORE	MD	21264-4311		6/14/2016	\$32,124.30	RENT
The Woodlands Mall Associates LLC	1201 Lake Woodlands Drive	Suite 700	The Woodlands	TX	77380		6/14/2016	\$6,522.43	RENT
Xcel Energy	PO BOX 9477		MINNEAPOLIS	MN	55484-9477		6/10/2016	\$184.93	UTILITIES

In re: TPP Acquisition, Inc.  
Case No. 16-33437

Attachment 3

Certain payments or transfers to creditors within 90 days before filing this case

Creditor's name	Address 1	Address 2	City	State	Zip	Country	Date	Total amount or value	Reason for payment or transfer (e.g. Secured debt, Unsecured loan repayments, Suppliers or vendors, Services, or Other)
Xcel Energy	PO BOX 9477		MINNEAPOLIS	MN	55484-9477		6/17/2016	\$235.61	UTILITIES
Xcel Energy	PO BOX 9477		MINNEAPOLIS	MN	55484-9477		6/24/2016	\$198.50	UTILITIES
Xcel Energy	PO BOX 9477		MINNEAPOLIS	MN	55484-9477		7/13/2016	\$181.84	UTILITIES
Xcel Energy	PO BOX 9477		MINNEAPOLIS	MN	55484-9477		7/28/2016	\$642.19	UTILITIES
CITY OF YORBA LINDA	4845 CASA LOMA AVE	PO BOX 87014	YORBA LINDA	CA	92885-8714		8/5/2016	\$26.00	TAX
YTC Mall Owner LLC	203 YORKTOWN		LOMBARD	IL	60148		6/27/2016	\$27,314.68	RENT
YTC Mall Owner LLC	203 YORKTOWN		LOMBARD	IL	60148		7/28/2016	\$7,314.68	RENT
York Galleria	Mall Management Office	One York Galleria	York	PA	17402		6/9/2016	\$11,409.86	RENT

In re: TPP Acquisition, Inc.  
Case No. 16-33437

Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	Address 2	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	10/16/15	3,750.00	Board Fees	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	01/12/16	3,750.00	Board Fees	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	04/01/16	3,750.00	Board Fees	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	07/06/16	3,750.00	Board Fees	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	08/03/16	1,015.40	Expense Reimbursement	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	08/04/16	1,121.68	Expense Reimbursement	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	08/11/16	10,000.00	Board Fees	Board Member
CROSSROADS MANAGEMENT GROUP	JOHN L. KOLLENG	1155 Kas Dr Ste 180	Richardson	TX	75081	08/23/16	1,462.15	Expense Reimbursement	Board Member
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	09/04/15	12,963.94	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	09/18/15	12,522.07	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	10/02/15	12,100.29	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	10/16/15	12,367.16	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	10/30/15	12,072.47	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	11/13/15	15,087.33	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	11/27/15	12,478.81	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	12/11/15	12,158.57	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	12/24/15	13,152.83	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	01/08/16	11,070.40	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	01/22/16	12,717.14	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	02/05/16	11,759.65	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	02/19/16	11,785.56	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	03/04/16	11,702.81	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	03/18/16	12,186.84	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	04/01/16	10,000.00	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	04/05/16	12,201.25	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	04/15/16	12,125.00	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	05/06/16	1,513.56	Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	05/13/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	05/27/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	06/02/16	756.78	Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	06/10/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	06/24/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	07/01/16	756.78	Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	07/08/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	07/22/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	08/05/16	756.78	Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	08/05/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
JOHN JOHNSON	1155 Kas Dr Ste 180		Richardson	TX	75081	08/19/16	6,428.50	Payroll & Expense Reimbursement	Former CEO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	09/04/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	09/18/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	10/02/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	10/16/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	10/30/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	11/13/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	11/27/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	12/11/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	12/21/15	1,007.90	Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	12/24/15	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	01/08/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	01/22/16	7,622.25	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	02/05/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	02/19/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	03/04/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	03/18/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	04/01/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	04/15/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	04/29/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	05/13/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	05/27/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	06/10/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	06/24/16	6,800.00	Payroll & Expense Reimbursement	CFO



In re: TPP Acquisition, Inc.  
Case No. 16-33437  
Attachment 4

Payments or other transfers of property made within 1 year before filing this case that benefited any insider

Insider's name	Address 1	Address 2	City	State	Zip	Date	Total amount or value	Reasons for payment or transfer	Relationship to debtor
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	07/08/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	07/22/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	08/05/16	6,800.00	Payroll & Expense Reimbursement	CFO
KEITH SPENCER	1155 Kas Dr Ste 180		Richardson	TX	75081	08/19/16	7,668.20	Payroll & Expense Reimbursement	CFO
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	08/31/15	213,351.41	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	09/24/15	4,399.90	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	10/13/15	214,228.96	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	10/30/15	230,771.43	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	11/30/15	250,656.31	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	12/31/15	251,188.49	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	01/28/16	6,305.51	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	02/12/16	9,125.50	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	03/01/16	896.35	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	03/07/16	4,545.00	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	03/30/16	12,527.50	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	04/28/16	24,891.00	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	05/13/16	1,600.00	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	05/27/16	1,000.29	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	05/31/16	10,183.50	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	06/30/16	14,641.40	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	07/06/16	18,644.40	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	07/18/16	4,646.16	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	07/29/16	16,734.35	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	08/03/16	3,023.20	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	08/30/16	861.00	Debt Payments	Lender/Equity
MONROE CAPITAL MANAGEMENT ADVISORS	311 South Wacker Drive	64th Floor	CHICAGO	IL	60606	08/31/16	22,085.57	Debt Payments	Lender/Equity
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	10/16/15	3,750.00	Board Fees	Board Member
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	12/31/15	3,750.00	Board Fees	Board Member
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	04/01/16	3,750.00	Board Fees	Board Member
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	07/06/16	3,750.00	Board Fees	Board Member
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	08/11/16	10,000.00	Board Fees	Board Member
PAUL TRAUB	1155 Kas Dr Ste 180		Richardson	TX	75081	08/23/16	1,694.00	Expense Reimbursement	Board Member
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	10/15/15	35,344.81	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	11/20/15	27,509.95	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	12/04/15	27,470.66	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	12/29/15	5,759.82	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	01/08/16	20,000.00	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	02/05/16	26,746.46	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	03/09/16	27,050.98	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	03/22/16	29,133.05	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	04/01/16	14,087.12	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	04/29/16	36,752.64	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	05/13/16	17,262.26	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	05/27/16	16,189.76	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	06/10/16	12,653.67	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	06/24/16	16,282.81	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	07/08/16	14,437.98	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	07/22/16	14,937.60	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	08/05/16	13,462.82	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	08/19/16	13,462.82	Professional Fees	COO/CEO
IAN GOMAR (PHEASANT HILL PARTNERS, INC)	1155 Kas Dr Ste 180		Richardson	TX	75081	08/31/16	27,676.70	Professional Fees	COO/CEO
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	07/28/16	42,706.95	Professional Fees	Restructuring Officer
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	08/04/16	66,742.52	Professional Fees	Restructuring Officer
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	08/11/16	52,642.99	Professional Fees	Restructuring Officer
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	08/19/16	67,637.52	Professional Fees	Restructuring Officer
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	08/25/16	55,000.00	Professional Fees	Restructuring Officer
WINTER HARBOR LLC	265 FRANKLIN STREET	10TH FLOOR	BOSTON	MA	02110	08/31/16	170,000.00	Professional Fees	Restructuring Officer