

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION, CANTON**

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In re: : Case No. 17-61735
SCI DIRECT, LLC : (Jointly administered)
: :
: :
*et al.*¹ : Chapter 11
: :
Debtors and : Chief Judge Russ Kendig
Debtors-in-Possession. :
: :
-----X

NOTICE OF FILING

Now come the Reorganized Debtors, by and through their undersigned counsel, and hereby submit the Letter Agreement Regarding Plan Effective Date, attached hereto as Exhibit A, as a support document to the Notice of Effective Date.

Respectfully submitted,

/s/ Anthony J. DeGirolamo
Anthony J. DeGirolamo (0059265)
3930 Fulton Dr., Ste. 100B
Canton, Ohio 44718
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Facsimile: (330) 305-9713
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COUNSEL FOR THE
REORGANIZED DEBTORS

¹ The Debtors are SCI Direct, LLC, EIN 27-1695346, case no. 17-61735, Suarez Corporation Industries, EIN 34-1132690, case no. 17-61736, Retail Partner Enterprises, LLC, EIN 27-1695537, case no. 17-61737, and Media Service Corporation, EIN 34-1185822, case no. 17-61738.

EXHIBIT A

April 16, 2019

Official Committee of Unsecured Creditors
c/o McDonald Hopkins LLC
600 Superior Avenue, Suite 2100
Cleveland, OH 44114

Re: Letter Agreement Regarding Plan Effective Date

Reference is made to that certain First Amended Joint Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors (the "Plan"), as confirmed by the United States Bankruptcy Court for the Northern District of Ohio on February 25, 2019 (the "Confirmation Order"). This letter agreement (the "Agreement") sets forth certain understandings and agreements between the Official Committee of Unsecured Creditors (the "Committee") and SCI Direct, LLC, Suarez Corporation Industries, Retail Partner Enterprises, LLC and Media Service Corporation (each a "Debtor" and collectively, the "Debtors" and collectively known after the Effective Date¹ as the Reorganized Debtors and together with the Committee, the "Parties"). The Parties agree as follows:

The Debtors, the Creditor Trustee, and certain other parties previously entered into that certain Settlement Agreement dated March 1, 2019 (the "Settlement Agreement"). The Settlement Agreement was integrated into that certain First Amended Joint Plan of Reorganization of the Debtors and the Official Committee of Unsecured Creditors (the "Plan"), together with certain other settlement documents, including, but not limited to, the Benjamin Suarez Guaranty, the Nancy Suarez Guaranty, the Creditor Note, the Security Agreement, the Account Control Agreement, and the Tyburk / Suarez Release (collectively, the "Committee Settlement Documents").

The Confirmation Order provided that Mark Kozel, was appointed as trustee (the "Creditor Trustee") of the Suarez Creditor Trust (the "Creditor Trust"). Further, the Plan provided that the Plan shall not be consummated, and the Effective Date shall not occur, unless each of the Committee Settlement Documents was fully executed, among certain other conditions. Pursuant to the terms of the Plan, each of the Debtors, the Creditor Trustee, and a bank of the Debtors' choice were to execute that certain Account Control Agreement after the entry of the Confirmation Order. However, as of the date of this Agreement, the Debtors have been unable to obtain the signature of their chosen bank on the Account Control Agreement, but all other conditions to the Effective Date set forth in Article X(B)(3) of the Plan have been duly satisfied.

Because the Committee, the Creditor Trustee and the Debtors mutually desire for the Effective Date to occur, the Committee and the Debtors will waive the requirement that the Account Control Agreement is fully executed for the Effective Date to occur pursuant to the terms of this Agreement, and the Debtors will obtain a fully executed Account Control Agreement on or before July 15, 2019.

Therefore, pursuant to Article X(B)(3) of the Plan, the Parties hereby waive the requirement that

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

the Account Control Agreement is fully executed for the Effective Date of the Plan to occur. The Effective Date of the Plan shall occur on the date that all Parties to this Agreement have executed such this Agreement.

The Debtors shall obtain a fully executed copy of the Account Control Agreement, including the agreement of their chosen bank, on or before July 15, 2019. If the Account Control Agreement is not fully executed on or before July 15, 2019, the Debtors' failure to obtain a fully executed Account Control Agreement shall be an Event of Default (as defined in the Creditor Note) pursuant to Section 7 of the Creditor Note. The Creditor Trust and the Creditor Trustee shall be entitled to exercise all of their rights and remedies set forth in the Creditor Note, the Security Agreement, the Benjamin Suarez Guaranty, and the Nancy Suarez Guaranty without delay and in accordance with each of the relevant Committee Settlement Documents.

Except as otherwise specifically set forth in this Agreement, the terms and conditions of the Plan and each of the Committee Settlement Documents remain in full force and effect.

The provisions set forth in this Agreement shall be deemed to be and shall be construed as part of the Plan and the Committee Settlement Documents to the same extent as if fully set forth verbatim therein. In the event of any variation or inconsistency between any provision contained in this Agreement and any provision contained in the Plan or Committee Settlement Documents, the provision contained herein shall govern. In this Agreement, unless the context otherwise requires: (i) this "Agreement" shall be construed as a reference to this Agreement as may have been, or may from time to time be, amended, varied, novated or supplemented; (ii) the execution, in and of itself, of this Agreement, and the negotiation of this Agreement by the parties hereto (including the transmission of any drafts of this Agreement between the parties hereto prior to the date hereof) shall not give rise to any right or claim of any kind by any third party, under any contract or otherwise.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

The undersigned represent and warrant that they have full authority to execute this Agreement on behalf of their respective party and have obtained all necessary approvals.

This Agreement shall be binding upon and inure to the benefit of the Parties' respective assigns and successors, including trustees and receivers.

The Parties agree that this Agreement shall be governed by Ohio law, and each of the Parties consents to the exclusive jurisdiction of the United States Bankruptcy Court for the Northern District of Ohio in the event there is any dispute about this Agreement.

This Agreement may be signed and transmitted electronically or by facsimile, which shall be deemed to have the full force and effect of original ink signatures.

Please indicate the Committee's agreement with the contents of this Agreement by signing and dating a copy of this letter in the space provided and returning a copy to me.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

Sincerely,

Benjamin D. Suarez
Benjamin D. Suarez
Chief Executive Officer of each of the Reorganized Debtors

ACCEPTED AND AGREED THIS 16 DAY OF April, 2019

THE DEBTORS AND REORGANIZED DEBTORS

SCI Direct, LLC

Benjamin D. Suarez
By: Benjamin D. Suarez
Title: Chief Executive Officer

Suarez Corporation Industries

Benjamin D. Suarez
By: Benjamin D. Suarez
Title: Chief Executive Officer

Retail Partner Enterprises, LLC

Benjamin D. Suarez
By: Benjamin D. Suarez
Title: Chief Executive Officer

Media Service Corporation

Benjamin D. Suarez
By: Benjamin D. Suarez
Title: Chief Executive Officer

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

By: Marty Puleo
Title: Chair of the Committee

Sincerely,

Benjamin D. Suarez
Chief Executive Officer of each of the Reorganized Debtors

ACCEPTED AND AGREED THIS ____ DAY OF _____, 2019

THE DEBTORS AND REORGANIZED DEBTORS

SCI Direct, LLC

By: Benjamin D. Suarez
Title: Chief Executive Officer

Suarez Corporation Industries

By: Benjamin D. Suarez
Title: Chief Executive Officer

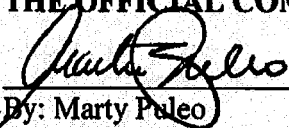
Retail Partner Enterprises, LLC

By: Benjamin D. Suarez
Title: Chief Executive Officer

Media Service Corporation

By: Benjamin D. Suarez
Title: Chief Executive Officer

THE OFFICIAL COMMITTEE OF UNSECURED CREDITORS

 _____ 4/16/2019
By: Marty Paleo
Title: Chair of the Committee