UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS

In re:

TELEXFREE, LLC, TELEXFREE, INC. and TELEXFREE FINANCIAL, INC.,

Debtors.

STEPHEN DARR AS HE IS THE TRUSTEE OF THE CHAPTER 11 ESTATES OF TELEXFREE, LLC, TELEXFREE, INC. and TELEXFREE FINANCIAL, INC.,

Plaintiff,

٧.

SUNWIND ENERGY DOYLE NORTH LLC, SUNWIND ENERGY SOLUTIONS DOYLE NORTH, LLC, SUNWIND ENERGY SOLUTIONS LLLP, and SUNWIND ENERGY GROUP LLLP,

Defendants,

and

TOP NOTCH PERFORMERS, LLC

Reach and Apply Defendant.

Chapter 11 Cases

14-40987-MSH 14-40988-MSH 14-40989-MSH

Jointly Administered

Adv. Proc. No. 16-4080

ORDER ON THE REQUEST BY STEPHEN DARR AS TRUSTEE FOR PRELIMINARY INJUNCTION

This matter having come before the Court upon the Verified Complaint by Stephen Darr as Trustee (the "Trustee") of the Chapter 11 Estates of TelexFree, Inc., TelexFree, LLC and



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TelexFree Financial, Inc., (collectively, "<u>TelexFree</u>" or the "<u>Debtors</u>"), after hearing and for cause shown, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Trustee's request for preliminary injunction is granted, and Sunwind Energy Doyle North LLC, Sunwind Energy Solutions Doyle North LLC, Sunwind Energy Solutions LLLP, and Sunwind Energy Group LLLP (collectively, "Sunwind") and Top Notch Performers, LLC ("Top Notch"), and each and every person acting in concert with them, are hereby enjoined and restrained from distributing the proceeds from the sale of the Sunwind assets to Top Notch in any manner inconsistent with the Settlement Agreement by and among Sunwind and the Trustee. Sunwind and Top Notch are further restrained and enjoined from disbursing the proceeds from the sale subject to the Trustee reaching and applying such proceeds in satisfaction of the obligation of Sunwind to the Trustee. However nothing contained herein shall restrain or enjoin Sunwind and Top Notch from paying the proceeds of the sale to the Trustee in accordance with the Settlement Agreement.

Dated at Boston within said District this _/sr day of August, 2016.

Hoffman, J.