

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
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TGHI, INC., <u>et al.</u> ,	: Case No. 16-10300(MEW)
	:
Debtors. <sup>1</sup>	: Joint Administration Requested
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**ORDER (A) SCHEDULING A COMBINED HEARING  
ON DISCLOSURE STATEMENT AND PLAN CONFIRMATION;  
(B) APPROVING FORM AND MANNER OF NOTICE THEREOF;  
AND (C) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the above-captioned debtors and debtors in possession (collectively, the "Debtors") seeking, among other things, entry of an order (a) scheduling the combined hearing on and objection deadline for the approval of the Solicitation Procedures, the Disclosure Statement, and confirmation of the Prepack Plan; (b) approving the form and manner of notice of the commencement of the Chapter 11 Cases and Combined Hearing; and it appearing that the Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference to Bankruptcy Court Judges of the District Court for the Southern district of New York, dated January 31, 2012 (Preska, Acting C.J.), that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors,

<sup>1</sup> The Debtors, and, if applicable, the last four digits of their taxpayer identification numbers are as follows: Parent THI, Inc. (5521) and TGHI, Inc. (3814). The Debtors' business address is 1211 North Miller Street, Anaheim, CA 92806. The Debtors' business address is 1211 North Miller Street, Anaheim, CA 92806.

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Motion or the Prepack Plan, respectively.



and other parties-in-interest; and the Court having found that the Debtors have provided appropriate notice of the Motion and the opportunity for a hearing on the Motion under the circumstances; and the Court having found that no further notice be provided; and the Court having reviewed the Motion, the First Day Declaration, and having heard the statements in support of the relief requested therein at a hearing before the Court (the “**Hearing**”); and the Court having determined that the legal and factual bases set forth in the Motion, the First Day Declaration, and at the Hearing establish just cause for the relief granted herein; and any objections to the relief requested herein having been withdrawn or overruled on the merits; and after due deliberation and sufficient cause appearing therefor; and the Court having determined to enter separate orders granting the relief requested in the Motion it is hereby ORDERED:

1. The Motion is granted to the extent provided herein.
2. The Combined Hearing, at which time the Court will consider, among other things, the Solicitation Procedures, the adequacy of the Disclosure Statement and confirmation of the Prepack Plan, shall commence at **11:00 a.m., (prevailing New York time) on April 1, 2016**, which date may be continued from time to time without further notice other than adjournments announced in open court.
3. Any objections to the Solicitation Procedures, Disclosure Statement or confirmation of the Prepack Plan must be filed, together with proof of service, with the Court and served so as to be **actually received** by **March 22, 2016 at 4:00 p.m. (prevailing New York time)** (the “**Objection Deadline**”), unless otherwise agreed to by the Debtors in their sole discretion. The Reply Deadline is **March 28, 2016**.
4. Any objections to the Solicitation Procedures, Disclosure Statement or confirmation of the Prepack Plan must:

- a. comply with the Bankruptcy Rules and the Local Rules;
- b. state the name and address of the objecting party and the amount and nature of the claim or interest beneficially owned by such entity;
- c. be in writing and state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Prepack Plan that would resolve such objection;
- d. be filed with the Clerk of the Court with proof of service thereof and served upon the following parties, by email if so provided below, so that they are actually received no later than the Objection Deadline of March 22, 2016 at 4:00 p.m. (prevailing New York time): (i) the Debtors, Attn: Christopher Layden (layden@yorkstreetcapital.com); (ii) proposed counsel for the Debtors, Klestadt Winters Jureller Southard & Stevens, LLP, Attn: Tracy L. Klestadt, Esq. (tklestadt@klestadt.com), and Joseph C. Corneau, Esq. (jcorneau@klestadt.com); (iii) proposed special counsel for the Debtors, Kramer Levin Naftalis & Frankel LLP, Attn: Adam C. Rogoff, Esq. (arogoff@kramerlevin.com) and Anupama Yerramalli, Esq. (ayerramalli@kramerlevin.com); (iv) the Office of the U.S. Trustee for the Southern District of New York, Attn: Andrew Velez-Rivera, Esq. (andy.velez-rivera@usdoj.gov) and Susan Arbeit, Esq. (susan.arbeit@usdoj.gov); (v) the Prepetition \$20 Million Facility Lenders, with a copy to Stroock & Stroock & Lavan LLP, Attn: Brett Lawrence, Esq. (blawrence@stroock.com), Jayme Goldstein, Esq. (jgoldstein@stroock.com), and Daniel Ginsberg, Esq. (dginsberg@stroock.com); (vi) the Prepetition \$20 Million Facility Agent, Wilmington Trust, National Association, Attn: Jeffery Rose (jrose@wilmingtontrust.com) with copy to Kaye Scholer LLP, Attn: Alan Glantz (alan.glantz@kayescholer.com); (vii) the PIK Note Administrative Agent, Law Debenture Trust Company of New York, Attn: Frank Godino (frank.godino@lawdeb.com) and Thomas Musarra (Thomas.musarra@lawdeb.com), with a copy to Curtis, Mallet-Prevost, Colt & Mosle, LLP, Attn: Steven Reisman, Esq. (sreisman@curtis.com), Joshua Geller, Esq. (jgeller@curtis.com), and James Drew, Esq. (jdrew@curtis.com); (viii) counsel for any statutory committee appointed in the Chapter 11 Cases; (ix) the Internal Revenue Service; and (x) any party filing a notice of appearance and request for service of papers in each case so as to be received by the Objection Deadline.

5. Any objections that are not timely filed and served in the manner set forth

in this Scheduling Order shall not be considered and shall be overruled.

6. The form of the Combined Notice, substantially in the form attached hereto as Annex 1, and the notice procedures described herein comply with the requirements of Bankruptcy Rules 2002 and 3017 and are hereby approved in their entirety.

7. The Debtors will serve the Combined Notice on all known holders of claims and interests and all other parties entitled to notice in the Chapter 11 Cases (regardless of whether such parties are entitled to vote to accept or reject the Prepack Plan) commencing on February 12, 2016, or as soon as practicable after entry of this Scheduling Order. The Debtors are authorized to serve the Combined Notice by electronic mail where practicable. Other than the Combined Notice, the Debtors are authorized to limit service of notices and pleadings in the Chapter 11 Cases to the Core Service Parties.

8. The Debtors are authorized to cause the Combined Notice to be published, in the form attached hereto as Annex 2, in *The New York Times, National Edition* as soon as is reasonably practicable after entry of this Scheduling Order and to make reasonable payments required for such publication, and such notice, together with the service of the Combined Notice on all known holders of claims and interests and all other parties entitled to notice in the Chapter 11 Cases, is deemed to be sufficient and appropriate under the circumstances.

9. All time periods set forth in this Scheduling Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

10. Notwithstanding any Bankruptcy Rule to the contrary, this Order shall be immediately effective and enforceable upon its entry.

11. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Scheduling Order.

12. This Court retains jurisdiction with respect to all matters arising from or related to the interpretation or implementation of this Scheduling Order.

Dated: New York, New York  
February 11, 2016

**/s/ Michael E. Wiles**  
UNITED STATES BANKRUPTCY JUDGE

**Annex 1**

**Form of Combined Notice**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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In re:	: Chapter 11
	:
TGHI, INC., <u>et al.</u> ,	: Case No. 16-10300(MEW)
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**SUMMARY OF THE PREPACKAGED PLAN OF LIQUIDATION AND NOTICE OF (I) COMMENCEMENT OF PREPACKAGED CHAPTER 11 BANKRUPTCY CASES, (II) COMBINED HEARING ON SOLICITATION PROCEDURES, DISCLOSURE STATEMENT AND CONFIRMATION OF THE PREPACKAGED PLAN OF LIQUIDATION AND (III) AND RELATED MATTERS**

**NOTICE IS HEREBY GIVEN** as follows:

On February 9, 2016 (the "**Petition Date**"), the above-captioned debtors and debtors in possession (the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of New York (the "**Court**") (i) a proposed prepackaged plan of liquidation (the "**Prepack Plan**") and (ii) a related disclosure statement (the "**Disclosure Statement**") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "**Bankruptcy Code**")<sup>2</sup>.

**Copies of Prepack Plan, Disclosure Statement, and Other Pleadings.** Copies of the Prepack Plan, Disclosure Statement, all pleadings filed with, and orders granted by, the Bankruptcy Court are available for inspection on the Bankruptcy Court's internet site at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) and at no cost from the Debtors' restructuring website: <http://www.kccllc.net/TGHI>. They are also available upon request for no fee by calling the Debtors' Claims and Noticing Agent, Kurtzman Carson Consultants LLC at (866) 927-7081 (domestic callers) or (310) 751-2653 (for international callers) or sending an email to: [TGHIinfo@kccllc.com](mailto:TGHIinfo@kccllc.com).

**Filing of a Chapter 11 Bankruptcy Case.** The Bankruptcy Code allows a debtor to reorganize or liquidate pursuant to a chapter 11 plan. A chapter 11 plan is not effective unless

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<sup>1</sup> The Debtors, and, if applicable, the last four digits of their taxpayer identification numbers are as follows: Parent THI, Inc. (5521) and TGHI, Inc. (3814).

<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Prepack Plan. The statements contained herein are summaries of the provisions contained in the Prepack Plan and do not purport to be precise or complete statements of all the terms and provisions of the Prepack Plan or documents referred to therein. To the extent there is a discrepancy between the terms herein and the Prepack Plan, the Prepack Plan shall govern and control. For a more detailed description of the Prepack Plan, please refer to the Disclosure Statement.

confirmed by the Court. The Debtors will remain in possession of the Debtors' property and will continue to operate any business unless otherwise ordered by the Court.

**Attorneys for Debtors.** The Debtors are represented by (i) bankruptcy counsel, Klestadt Winters Jureller Southard & Stevens, LLP, 200 West 41<sup>st</sup> Street, 17<sup>th</sup> Floor, New York, NY 10036, Attn: Tracy L. Klestadt, Esq., and Joseph C. Corneau, Esq., and (ii) special counsel, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas, New York, NY 10036, Attn: Adam C. Rogoff, Esq., and Anupama Yerramalli, Esq.

**Legal Advice.** Neither the staff of the bankruptcy clerk's office, the United States Trustee, KCC, nor the Debtors' counsel can give you legal advice. You may want to consult a lawyer to determine or protect your rights in this case.

**Creditors May Not Take Certain Actions.** Prohibited collection actions are listed in Bankruptcy Code § 362. Common examples of prohibited actions include contacting the debtors by telephone, mail, or otherwise to demand repayment; taking actions to collect money or obtain property from the debtors; repossessing the debtors' property; and starting or continuing lawsuits or foreclosures. Under certain circumstances, the stay may be limited to 30 days or not exist at all, although the Debtors can request the court to extend or impose a stay.

**Discharge of Debts.** Confirmation of a chapter 11 plan may result in a discharge of the Debtors' debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the Bankruptcy Clerk's Office. At this time there is no deadline to file a complaint to determine dischargeability of debts. The Bankruptcy Clerk's Office must receive the complaint and any required filing fee for any such complaint filed.

**Bankruptcy Clerk's Office.** Any paper that you file in this bankruptcy case should be filed at the Bankruptcy Clerk's Office at the address listed below. You may inspect all papers filed, including the list of the Debtors' property and debts and the list of the property claimed as exempt, at the Bankruptcy Clerk's Office.

Address of the Clerk of the Bankruptcy Court:

United States Bankruptcy Court  
One Bowling Green  
New York, NY 10004

Hours: 8:30 a.m. – 5:00 p.m.

**Creditors with a Foreign Address.** Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights in this case.

### **Summary of the Prepack Plan**

The Plan segregates claims and interests into eight (8) separate classes. A chart summarizing (i) the classes of claims and interests; (ii) their respective treatment pursuant to the Prepack Plan; (iii) the voting rights (if any) of each class; (iv) the estimated dollar amount within each such class; and (v) the estimated recovery for holders of claims or interests in each such class is annexed hereto as **Exhibit A**.

Article V of the Plan contains, subject to certain exceptions (i) releases by the Debtors in favor of the Released Parties (as defined in the Plan), (ii) releases by holders of Claims in favor of the Released Parties, (iii) exculpations and injunctions in favor of the Debtors and Released Parties for any act or omission related to the Chapter 11 Cases; and (iv) injunctions prohibiting certain acts by the Releasing Parties (as defined in the Plan) against the Released Parties. A detailed description of the releases, exculpations and injunctions provided by the Plan are described in **Exhibit B** hereto.

### **Notice of Combined Hearing on Confirmation of the Prepack Plan, Solicitation Procedures and the Adequacy of the Disclosure Statement**

The hearing to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Prepack Plan, any objections thereto, and any other matter that may properly come before the Court shall be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, at the United States Bankruptcy Court, One Bowling Green, Courtroom 617, New York, New York, 10004, on April 1, 2016 at 11:00 a.m. (Prevailing New York time) (the “**Combined Hearing**”). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned date or dates in open court or at the Combined Hearing and which notice will be available on the electronic case filing docket.

Any objections (each, an “**Objection**”) to the Solicitation Procedures, the Disclosure Statement or the Prepack Plan, must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such Entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Prepack Plan that would resolve such objection.

Objections must be filed with the Court and served so as to be actually received no later than March 22, 2016 at 4:00 p.m. (Prevailing New York time) (the “**Objection Deadline**”) by: (i) the Debtors, Attn: Christopher Layden ([layden@yorkstreetcapital.com](mailto:layden@yorkstreetcapital.com)); (ii) proposed counsel for the Debtors, Klestadt Winters Jureller Southard & Stevens, LLP, Attn: Tracy L. Klestadt, Esq. ([tklestadt@klestadt.com](mailto:tklestadt@klestadt.com)), and Joseph C. Corneau, Esq. ([jcorneau@klestadt.com](mailto:jcorneau@klestadt.com)); (iii) proposed special counsel for the Debtors, Kramer Levin Naftalis & Frankel LLP, Attn: Adam C. Rogoff, Esq. ([arogoff@kramerlevin.com](mailto:arogoff@kramerlevin.com)) and Anupama Yerramalli, Esq. ([ayerramalli@kramerlevin.com](mailto:ayerramalli@kramerlevin.com)); (iv) the Office of the U.S. Trustee for the Southern District of New York, Attn: Andrew Velez-Rivera, Esq. ([andy.velez-rivera@usdoj.gov](mailto:andy.velez-rivera@usdoj.gov)) and Susan Arbeit,

Esq. ([susan.arbeit@usdoj.gov](mailto:susan.arbeit@usdoj.gov)); (v) the Prepetition \$20 Million Facility Lenders, with a copy to Stroock & Stroock & Lavan LLP, Attn: Brett Lawrence, Esq. ([blawrence@stroock.com](mailto:blawrence@stroock.com)), Jayme Goldstein, Esq. ([jgoldstein@stroock.com](mailto:jgoldstein@stroock.com)), and Daniel Ginsberg, Esq. ([dginsberg@stroock.com](mailto:dginsberg@stroock.com)); (vi) the Prepetition \$20 Million Facility Agent, Wilmington Trust, National Association, Attn: Jeffery Rose ([jrose@wilmingtontrust.com](mailto:jrose@wilmingtontrust.com)) with copy to Kaye Scholer LLP, Attn: Alan Glantz ([alan.glantz@kayescholer.com](mailto:alan.glantz@kayescholer.com)); (vii) the PIK Note Administrative Agent, Law Debenture Trust Company of New York, Attn: Frank Godino ([frank.godino@lawdeb.com](mailto:frank.godino@lawdeb.com)) and Thomas Musarra ([Thomas.musarra@lawdeb.com](mailto:Thomas.musarra@lawdeb.com)), with a copy to Curtis, Mallet-Prevost, Colt & Mosle, LLP, Attn: Steven Reisman, Esq. ([sreisman@curtis.com](mailto:sreisman@curtis.com)), Joshua Geller, Esq. ([jgeller@curtis.com](mailto:jgeller@curtis.com)), and James Drew, Esq. ([jdrew@curtis.com](mailto:jdrew@curtis.com)); (viii) counsel for any statutory committee appointed in the Chapter 11 Cases; (ix) the Internal Revenue Service; and (x) any party filing a notice of appearance and request for service of papers in each case so as to be received by the Objection Deadline.

UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.

YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PREPACK PLAN, INCLUDING THE RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.

**Exhibit A**

Summary of Classes of Claims and Interests

**Classification and Treatment of Claims and Equity Interests.**

The following chart summarizes the treatment provided by the Prepack Plan to each class of Claims and Equity Interests and indicates the acceptance or rejections of the Prepack Plan by each class entitled to vote.

<b>Class</b>	<b>Claims and Equity Interests</b>	<b>Treatment of Allowed Claims</b>	<b>Status</b>	<b>Voting Rights</b>	<b>Estimated Allowed Amount<sup>3</sup></b>	<b>Projected Recovery</b>
<b>Class 1</b>	<b>Other Priority Claims</b>	Except to the extent that a holder of an Allowed Other Priority Claim agrees in writing to less favorable treatment, in full and final satisfaction, settlement and release and in exchange for each Allowed Other Priority Claim, each holder of an Allowed Other Priority Claim will receive payment in Cash in an amount equal to such Allowed Other Priority Claim as soon as practicable after the later of (i) the Effective Date and (ii) thirty (30) days after the date when such Other Priority Claim becomes an Allowed Other Priority Claim.	<b>Unimpaired</b>	<b>Deemed to Accept</b>	<b>None</b>	<b>100%</b>
<b>Class 2</b>	<b>Other Secured Claims</b>	Except to the extent that a holder of an Allowed Other Secured Claim agrees in writing to less favorable treatment, at the option of the Debtors, in full and final satisfaction, settlement and release of and in exchange for such Other Secured Claim, each holder of an Allowed Other Secured Claim will either: (i) receive Cash in an amount equal to such Allowed Other Secured Claim, including any interest on such Allowed Other Secured Claim, if such interest is required to be paid pursuant to sections 506(b) and/or 1129(a)(9) of the Bankruptcy Code, as soon as practicable after the later of (a) the Effective Date, and (b) thirty (30) days after the date such Other Secured Claim becomes an Allowed Other Secured Claim, or (ii) receive the Collateral securing its Allowed Other Secured Claim as soon as practicable after the later of (a) the Effective Date and (b) thirty (30) days after the date such Other Secured Claim becomes an Allowed Other Secured Claim.	<b>Unimpaired</b>	<b>Deemed to Accept</b>	<b>None</b>	<b>100%</b>

<sup>3</sup> The estimated aggregate Allowed amount of the Claims in each Class is as of January 31, 2016, and does not include potential damages claims that may arise as a result of the rejection of executory contracts or unexpired leases.

Class 3	Prepetition \$20 Million Facility Claims	In exchange for each Prepetition \$20 Million Facility Claim, each holder of an Allowed Prepetition \$20 Million Facility Claim will, on the Effective Date, allocate its right to receive a distribution of the Transaction Consideration and any Distributable Holdings Assets to the holders of Allowed Class 5 Unsecured Claims against Holdings, provided, however, that for the avoidance of doubt the treatment of the Prepetition \$20 Million Facility Claims pursuant to the Plan will not constitute a release of any Prepetition \$20 Million Facility Claims held by holders of Allowed Prepetition \$20 Million Claims against any entity other than the Debtors.	Impaired	Entitled to Vote	\$21,019,178.08	0%
Class 4	General Unsecured Claims against Parent	In full and final satisfaction, settlement and release of and in exchange for each Allowed General Unsecured Claim against Parent, each holder of an Allowed General Unsecured Claim against Parent will receive its pro rata share of the Distributable Parent Assets, if any. There are not projected to be any Distributable Parent Assets.	Impaired	Deemed to Reject	\$52,733,222.82	0%
Class 5	General Unsecured Claims against Holdings	In full and final satisfaction, settlement and release of and in exchange for each Allowed General Unsecured Claim against Holdings, on the Effective Date, (i) each holder of an Allowed Class 6 Claim that votes to accept the Plan by the Voting Deadline will receive its pro rata share of: (x) the Fixed Transaction Consideration Payment, (y) any Distributable Holdings Assets, and (z) the Residual Funded Amount; and (ii) alternatively, each holder of an Allowed Class 6 Claim that either votes to reject the Plan or does not vote on the Plan by the Voting Deadline will receive its pro rata share of (a) the Fixed Transaction Consideration Payment, and (b) any Distributable Holdings Assets.	Impaired	Entitled to Vote	\$8,323,999.13	11-13%
Class 6	Intercompany Claims	On the Effective Date or as soon thereafter as is practicable, the Intercompany Claims will be deemed extinguished and released, and will not receive any distributions under the Plan.	Impaired	Deemed to Reject	N/A	0%

<p><b>Class 7</b></p>	<p><b>Equity Interests in Holdings</b></p>	<p><b>On the Effective Date, Equity Interests in Holdings will be cancelled and will be of no further force and effect, whether surrendered for cancellation or otherwise and holders of Equity Interests will not receive or retain any property under the Plan on account of such Equity Interests in Holdings.</b></p>	<p><b>Impaired</b></p>	<p><b>Deemed to Reject</b></p>	<p><b>N/A</b></p>	<p><b>0%</b></p>
<p><b>Class 8</b></p>	<p><b>Equity Interests in Parent</b></p>	<p><b>On the Effective Date, Equity Interests in Parent will be cancelled and will be of no further force and effect, whether surrendered for cancellation or otherwise and holders of Equity Interests will not receive or retain any property under the Plan on account of such Equity Interests in Parent.</b></p>	<p><b>Impaired</b></p>	<p><b>Deemed to Reject</b></p>	<p><b>N/A</b></p>	<p><b>0%</b></p>

**Exhibit B**

Releases, Exculpations and Injunction Provisions in Plan

Please be advised that the Prepack Plan contains certain discharge, release, exculpation, and injunction provisions. For purposes of these sections the following definitions shall apply:

“Released Parties” means each of: (a) the Debtors and the Post-Effective Date Debtors, (b) the Supporting PIK Noteholders, (c) the Prepetition \$20 Million Facility Agent, (d) the Prepetition \$20 Million Facility Lenders, (e) the PIK Administrative Agent, (f) the parties to the Transaction Support Agreement, including any joinder thereto, and (g) with respect to each of the foregoing in clauses (a) through (f), such entities’ predecessors, Professionals, successors and assigns, subsidiaries, funds, portfolio companies, and each of their respective current and former officers, directors, employees, managers, attorneys, financial advisors, accountants, investment bankers, consultants, management companies or other professionals or representatives, in each case solely in their capacity as such.

“Releasing Parties” means each of: (a) the Supporting PIK Noteholders, (b) the Prepetition \$20 Million Facility Agent, (c) the Prepetition \$20 Million Facility Lenders, (d) the PIK Administrative Agent, (e) the parties to the Transaction Support Agreement, including any joinder thereto, (f) any holder of a Claim that either is deemed to accept the Plan or votes to accept the Plan, and (g) with respect to each of the foregoing in clauses (a) through (f), such entities’ predecessors, Professionals, successors and assigns, subsidiaries, funds, portfolio companies, and each of their respective current and former officers, directors, employees, managers, attorneys, financial advisors, accountants, investment bankers, consultants, management companies or other professionals or representatives, in each case solely in their capacity as such.

**Releases by Debtors. On the Effective Date, and notwithstanding any other provisions of the Plan, the Debtors and the Post-Effective Date Debtors, on behalf of themselves and their Estates, will be deemed to unconditionally release the Released Parties from any and all claims, obligations, suits, judgments, damages, rights, Causes of Action and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereafter arising, in law, equity or otherwise, assertable on behalf of or derivative from the Debtors, based in whole or in part upon actions taken solely in their respective capacities described herein or in the Plan or any omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date in any way relating to the Debtors and their businesses and affairs, the Formerly Owned Operating Businesses and their businesses and affairs, the Chapter 11 Cases, the purchase, sale or rescission of the purchase or sale of any security of the Debtors, their businesses and affairs, the Disclosure Statement, the Transaction Support Agreement, the Transactions (as defined the Transaction Support Agreement) including, without limitation actions taken during the Forbearance and Marketing Period and/or in connection with the Collateral Agent Stock Turnover, the Escrow Agreement, the PIK Notes Agency Agreement, the Plan or agreements, instruments, or other documents related to any of the foregoing, provided, however, that (a) no individual will be released from any act or omission that constitutes fraud, willful misconduct, gross negligence, or breach of fiduciary duty (if any), as determined by a Final Order, (b) the Post-Effective Date Debtors will not relinquish or waive the right to assert any of the foregoing as a legal or equitable defense or right of set-off or recoupment against any Claims of any such persons asserted against the Debtors, (c) nothing herein or in the Plan will operate as a**

waiver or release of any claims held by the Debtors against the Released Parties for the enforcement of the Transaction Support Agreement and any subordination provisions therein; provided, however, that any claims for actions or inactions taken by the Released Parties relating to the marketing of the Debtors, the Formerly Owned Operating Businesses and/or their respective assets during the Forbearance and Marketing Period and for the Collateral Agent Stock Turnover are released as set forth in this section, and (d) the foregoing release applies to the Released Parties solely in their respective capacities described in the Plan.

Releases by Holders of Claims. To the fullest extent permissible under applicable law, and except as otherwise provided in the Plan or the Confirmation Order, on and after the Effective Date, the Releasing Parties shall be deemed to unconditionally release the Released Parties and their respective property from any and all Claims, debts, obligations, rights, suits, judgments, damages, actions, causes of action, remedies, and liabilities of any nature whatsoever, whether known or unknown, foreseen or unforeseen, liquidated or unliquidated, fixed or contingent, matured or unmatured, at law, in equity, or otherwise, they hold that are in connection with any of the Debtors and their businesses and affairs, the Formerly Owned Operating Businesses and their businesses and affairs, the Debtors' respective Estates, Assets or properties, the Transactions (as defined in the Transaction Support Agreement), the Plan, or these Chapter 11 Cases; provided, however, that the foregoing releases by the Releasing Parties shall not operate to waive or release any Released Party on account of liability that is judicially determined pursuant to a Final Order to have resulted from such Released Party's fraud, willful misconduct, gross negligence, or breach of fiduciary duty, if any.

Exculpation and Injunction. The Debtors and the other Released Parties (i) will have no liability whatsoever to any holder or purported holder of an Administrative Claim, Claim, or Equity Interest for any act or omission that occurred prior to, during and/or in connection with the Chapter 11 Cases and/or in connection with, or arising out of, the preparation and filing of the Chapter 11 Cases, the events and circumstances leading up to the Chapter 11 Cases, the Transaction Support Agreement (including, without limitation, negotiation and implementation thereof), the Transactions (as defined in the Transaction Support Agreement), including but not limited to, the prepetition marketing of the Debtors and the Formerly Owned Operating Businesses and/or the Collateral Agent Stock Turnover, and the Escrow Agreement, the PIK Notes Agency Agreements, preparation, negotiation, and filing of the Plan, the Disclosure Statement, the pursuit of approval of the Disclosure Statement or the solicitation of votes for confirmation of the Plan, the Chapter 11 Cases, the consummation of the Plan, the administration of the Plan or the property to be distributed under the Plan, or any transaction contemplated by the Plan, Disclosure Statement, the Transaction Support Agreement, or the Escrow Agreement, or any agreements, instruments, or other documents related to any of the foregoing, or in furtherance thereof, except for any act or omission that constitutes fraud, willful misconduct, gross negligence, or breach of fiduciary duty (if any) as determined by a Final Order, and (ii) in all respects, will be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. For the avoidance of doubt, nothing in the Plan will operate as a waiver or release of any claims held by the Debtors against the Released Parties for the enforcement of the Transaction Support Agreement and any subordination provisions therein; provided,

**however, that any claims for actions or inactions taken by the Released Parties relating to the marketing of the Debtors, the Formerly Owned Operating Businesses and/or their respective assets during the Forbearance and Marketing Period and for the Collateral Agent Stock Turnover are released as set forth in this section. This exculpation will be in addition to, and not in limitation of, all other releases, indemnities, exculpations and any other applicable law or rules protecting such Released Parties from liability. Without limiting the generality of the foregoing, the Released Parties will be entitled to and granted the protections and benefits of section 1125(e) of the Bankruptcy Code. Pursuant to section 105 of the Bankruptcy Code, no holder or purported holder of an Administrative Claim, Claim or Equity Interest will be permitted to commence or continue any Cause of Action, employment of process, or any act to collect, offset, or recover any Claim against a Released Party that accrued on or before the Effective Date and that has been released or waived pursuant to the Plan. Notwithstanding anything herein or in the Plan to the contrary, no Released Party shall be exculpated from any liability resulting from any act or omission that limits the liability of any Person pursuant to N.Y. Comp. Codes R. & Regs. Tit. 22 § 1200.8 Rule 1.8(h)(1) (2009) as determined by Final Order and any other statutes, rules or regulations dealing with professional conduct to which such professionals are subject; provided that each Released Party shall be entitled to rely upon the advice of counsel concerning his, her or its duties pursuant to, or in connection with, the Plan or any other related document, instrument, or agreement; provided, however, that any party seeking to assert such a claim against any such attorney must first seek relief, on proper notice, from the Bankruptcy Court.**

**INJUNCTION. FROM AND AFTER THE EFFECTIVE DATE, ALL PERSONS ARE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER, ANY CAUSE OF ACTION RELEASED OR TO BE RELEASED PURSUANT TO THE PLAN OR THE CONFIRMATION ORDER.**

**FROM AND AFTER THE EFFECTIVE DATE, TO THE EXTENT OF THE RELEASES AND EXCULPATION GRANTED BY ARTICLE V OF THE PLAN, THE RELEASING PARTIES SHALL BE PERMANENTLY ENJOINED FROM COMMENCING OR CONTINUING IN ANY MANNER AGAINST THE RELEASED PARTIES AND THEIR ASSETS AND PROPERTIES, AS THE CASE MAY BE, ANY SUIT, CAUSE OF ACTION OR OTHER PROCEEDING, ON ACCOUNT OF OR RESPECTING ANY CLAIM, DEMAND, LIABILITY, OBLIGATION, DEBT, RIGHT, CAUSE OF ACTION, EQUITY INTEREST OR REMEDY RELEASED OR TO BE RELEASED PURSUANT TO ARTICLE V OF THE PLAN OR THE CONFIRMATION ORDER.**

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS WHO HAVE HELD, HOLD OR MAY HOLD CLAIMS OR EQUITY INTERESTS THAT HAVE BEEN RELEASED PURSUANT TO ARTICLE V OF THE PLAN OR ARE SUBJECT TO EXCULPATION PURSUANT TO ARTICLE V OF THE PLAN ARE PERMANENTLY ENJOINED, FROM AND AFTER THE EFFECTIVE DATE, FROM TAKING ANY OF THE FOLLOWING ACTIONS: (1) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR EQUITY**

INTERESTS; (2) ENFORCING, ATTACHING, COLLECTING OR RECOVERING BY ANY MANNER OR MEANS ANY JUDGMENT, AWARD, DECREE OR ORDER AGAINST SUCH RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR EQUITY INTERESTS; (3) CREATING, PERFECTING OR ENFORCING ANY ENCUMBRANCE OF ANY KIND AGAINST SUCH RELEASED PARTIES OR THE PROPERTY OR ESTATES OF SUCH RELEASED PARTIES ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR EQUITY INTERESTS; (4) ASSERTING ANY RIGHT OF SETOFF OR SUBROGATION OF ANY KIND AGAINST ANY OBLIGATIONS DUE FROM THE DEBTORS OR THE POST-EFFECTIVE DATE DEBTORS OR AGAINST THE PROPERTY OR INTERESTS IN PROPERTY OF THE DEBTORS ON ACCOUNT OF ANY SUCH CLAIM; AND (5) COMMENCING OR CONTINUING IN ANY MANNER ANY ACTION OR OTHER PROCEEDING OF ANY KIND ON ACCOUNT OF OR IN CONNECTION WITH OR WITH RESPECT TO ANY SUCH CLAIMS OR EQUITY INTERESTS RELEASED OR SETTLED PURSUANT TO THE PLAN.

THE RIGHTS AFFORDED IN THE PLAN AND THE TREATMENT OF ALL CLAIMS AND EQUITY INTERESTS HEREIN SHALL BE IN EXCHANGE FOR AND IN COMPLETE SATISFACTION OF ALL CLAIMS AND EQUITY INTERESTS OF ANY NATURE WHATSOEVER, INCLUDING ANY INTEREST ACCRUED ON CLAIMS FROM AND AFTER THE PETITION DATE, AGAINST THE DEBTORS OR ANY OF THEIR ASSETS, PROPERTY OR ESTATES. ON THE EFFECTIVE DATE, ALL SUCH CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THE PLAN WITH RESPECT TO THE AMENDED AND RESTATED TERM LOAN FACILITIES, AND THE EQUITY INTERESTS IN PARENT SHALL BE CANCELLED.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR HEREIN OR IN OBLIGATIONS ISSUED PURSUANT HERETO FROM AND AFTER THE EFFECTIVE DATE, ALL CLAIMS AGAINST THE DEBTORS SHALL BE FULLY RELEASED, AND ALL EQUITY INTERESTS SHALL BE CANCELLED, AND THE DEBTORS' LIABILITY WITH RESPECT THERETO SHALL BE EXTINGUISHED COMPLETELY, INCLUDING ANY LIABILITY OF THE KIND SPECIFIED UNDER SECTION 502(G) OF THE BANKRUPTCY CODE.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE PLAN OR RELATED DOCUMENTS, OR FOR OBLIGATIONS ISSUED PURSUANT TO THE PLAN, ALL PERSONS SHALL BE PRECLUDED FROM ASSERTING AGAINST THE DEBTORS, THEIR ESTATES, EACH OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AND EACH OF ITS ASSETS AND PROPERTIES, AND EACH OF THE RELEASED PARTIES, ANY OTHER CLAIMS OR EQUITY INTERESTS BASED UPON ANY DOCUMENTS, INSTRUMENTS OR ANY ACT OR OMISSION, TRANSACTION OR OTHER ACTIVITY OF ANY KIND OR NATURE THAT OCCURRED BEFORE THE EFFECTIVE DATE RELATED TO THE DEBTORS, THE FORMERLY OWNED OPERATING BUSINESSES AND THEIR RESPECTIVE BUSINESSES.

**Annex 2**

**Form of Publication Notice**

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

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	:
In re:	: Chapter 11
	:
TGHI, INC., <u>et al.</u> ,	: Case No. 16-10300(MEW)
	:
Debtors.	: Joint Administration Requested
	:
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**NOTICE OF (I) COMMENCEMENT OF PREPACKAGED  
CHAPTER 11 BANKRUPTCY CASES, (II) COMBINED  
HEARING ON SOLICITATION PROCEDURES, DISCLOSURE  
STATEMENT AND CONFIRMATION OF THE PREPACKAGED  
PLAN OF LIQUIDATION (III) THE BAR DATES; AND (IV) AND SUMMARY  
OF THE PREPACKAGED PLAN OF LIQUIDATION**

**NOTICE OF COMMENCEMENT**

PLEASE TAKE NOTICE THAT on February 9, 2016 (the "**Petition Date**"), TGHI, Inc. and Parent THI, Inc., the above-captioned debtors and debtors in possession (the "**Debtors**") filed with the United States Bankruptcy Court for the Southern District of New York (the "**Court**") (i) a proposed prepackaged plan of liquidation (the "**Prepack Plan**") and (ii) a related disclosure statement (the "**Disclosure Statement**") pursuant to sections 1125 and 1126(b) of title 11 of the United States Code (the "Bankruptcy Code"). Copies of the Prepack Plan and the Disclosure Statement may be obtained upon request of the Debtors' counsel at the address specified below and are on file with the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004, where they are available for review between the hours of 8:00 a.m. to 4:00 p.m. (Prevailing New York time). The Prepack Plan and Disclosure Statement also are available for inspection on the Court's Internet site at [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov) or free of charge on the Debtors' restructuring website at <http://www.kccllc.net/TGHI>. Additionally, parties may contact the Debtors' Notice and Claims Agent at (866) 927-7081 (domestic callers) or (310) 751-2653 (for international callers) or sending an email to: [TGHIinfo@kccllc.com](mailto:TGHIinfo@kccllc.com).

**NOTICE OF COMBINED HEARING**

**PLEASE TAKE FURTHER NOTICE THAT** the hearing to consider the adequacy of the Disclosure Statement, any objections to the Disclosure Statement, confirmation of the Prepack Plan, any objections thereto, and any other matter that may properly come before the Court shall be held before the Honorable Michael E. Wiles, United States Bankruptcy Judge, at the United States Bankruptcy Court, One Bowling Green, New York, New York, 10004, on April 1, 2016 at 11:00 a.m. (Prevailing New York time) (the "**Combined Hearing**"). The Combined Hearing may be adjourned from time to time without further notice other than an announcement of the adjourned

date or dates in open court or at the Combined Hearing and which notice will be available on the electronic case filing docket.

**PLEASE TAKE FURTHER NOTICE THAT** any objections (each, an “**Objection**”) to the Solicitation Procedures, the Disclosure Statement or the Prepack Plan, must: (a) be in writing; (b) comply with the Federal Rules of Bankruptcy Procedure and the Local Rules of the United States Bankruptcy Court for the Southern District of New York; (c) state the name and address of the objecting party and the amount and nature of the Claim or Interest beneficially owned by such Entity; and (d) state with particularity the legal and factual basis for such objections, and, if practicable, a proposed modification to the Prepack Plan that would resolve such objection.

**PLEASE TAKE FURTHER NOTICE THAT** Objections must be filed with the Court and served so as to be actually received no later than March 22, 2016 at 4:00 p.m. (Prevailing New York time) (the “**Objection Deadline**”) by: the (i) the Debtors, Attn: Christopher Layden ([layden@yorkstreetcapital.com](mailto:layden@yorkstreetcapital.com)); (ii) proposed counsel for the Debtors, Klestadt Winters Jureller Southard & Stevens, LLP, Attn: Tracy L. Klestadt, Esq. ([tklestadt@klestadt.com](mailto:tklestadt@klestadt.com)), and Joseph C. Corneau, Esq. ([jcorneau@klestadt.com](mailto:jcorneau@klestadt.com)); (iii) proposed special counsel for the Debtors, Kramer Levin Naftalis & Frankel LLP, Attn: Adam C. Rogoff, Esq. ([aarogoff@kramerlevin.com](mailto:aarogoff@kramerlevin.com)) and Anupama Yerramalli, Esq. ([ayerramalli@kramerlevin.com](mailto:ayerramalli@kramerlevin.com)); (iv) the Office of the U.S. Trustee for the Southern District of New York, Attn: Andrew Velez-Rivera, Esq. ([andy.velez-rivera@usdoj.gov](mailto:andy.velez-rivera@usdoj.gov)) and Susan Arbeit, Esq. ([susan.arbeit@usdoj.gov](mailto:susan.arbeit@usdoj.gov)); (v) the Prepetition \$20 Million Facility Lenders, with a copy to Stroock & Stroock & Lavan LLP, Attn: Brett Lawrence, Esq. ([blawrence@stroock.com](mailto:blawrence@stroock.com)), Jayme Goldstein, Esq. ([jgoldstein@stroock.com](mailto:jgoldstein@stroock.com)), and Daniel Ginsberg, Esq. ([dginsberg@stroock.com](mailto:dginsberg@stroock.com)); (vi) the Prepetition \$20 Million Facility Agent, Wilmington Trust, National Association, Attn: Jeffery Rose ([jrose@wilmingtontrust.com](mailto:jrose@wilmingtontrust.com)) with copy to Kaye Scholer LLP, Attn: Alan Glantz ([alan.glantz@kayescholer.com](mailto:alan.glantz@kayescholer.com)); (vii) the PIK Note Administrative Agent, Law Debenture Trust Company of New York, Attn: Frank Godino ([frank.godino@lawdeb.com](mailto:frank.godino@lawdeb.com)) and Thomas Musarra ([Thomas.musarra@lawdeb.com](mailto:Thomas.musarra@lawdeb.com)), with a copy to Curtis, Mallet-Prevost, Colt & Mosle, LLP, Attn: Steven Reisman, Esq. ([sreisman@curtis.com](mailto:sreisman@curtis.com)), Joshua Geller, Esq. ([jgeller@curtis.com](mailto:jgeller@curtis.com)), and James Drew, Esq. ([jdrew@curtis.com](mailto:jdrew@curtis.com)); (viii) counsel for any statutory committee appointed in the Chapter 11 Cases; (ix) the Internal Revenue Service; and (x) any party filing a notice of appearance and request for service of papers in each case so as to be received by the Objection Deadline.

**UNLESS AN OBJECTION IS TIMELY SERVED AND FILED IN ACCORDANCE WITH THIS NOTICE, IT MAY NOT BE CONSIDERED BY THE COURT.**

**YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PREPACK PLAN, INCLUDING THE DISCHARGE, RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS, AS YOUR RIGHTS MIGHT BE AFFECTED.**

#### **Notice of Bar Dates**

**PLEASE TAKE FURTHER NOTICE THAT** on February 11, 2016, the Court entered an order establishing the following bar dates:

**General Bar Date: March 18, 2016** at 5:00 p.m. (prevailing New York time) (the "**General Bar Date**") is the last date and the deadline by which the following holders of Claims and Equity Interests, other than governmental units, must file proofs of claim: holders claims that are either (a) not listed on the Debtors' schedules of assets and liabilities, (b) listed as disputed, contingent, or unliquidated on the Debtors' schedules of assets and liabilities, or (c) listed in amounts or priorities that the holders of such claims believe are inaccurate.

**Governmental Bar Date: August 8, 2016** at 5:00 p.m. (prevailing New York time) is the deadline by which governmental units holding claims must file proofs of claim (the "**Governmental Bar Date**" and, together with the General Bar Date, the "**Bar Dates**").

If you are a holder of an claim of the type set forth above, you MUST file a proof of claim by the General Bar Date or the Governmental Bar Date, as applicable, so that it is actually received by Debtors' notice and claims agent, Kurtzman Carson Consultants LLC (the "**Claims Agent**") at TGHI Claims Processing, c/o Kurtzman Carson Consultants LLC, 1290 Avenue of the Americas, 9th Floor, New York, NY 10104. Copies of the proof of claim form may be obtained free of charge at the Debtors' restructuring website at <http://www.kccllc.net/TGHI> or by contacting the Claims Agent at: (866) 927-7081 (domestic callers) or (310) 751-2653 (for international callers) or by sending an email to [TGHIinfo@kccllc.com](mailto:TGHIinfo@kccllc.com).

**PLEASE TAKE FURTHER NOTICE** that any holder of a claim that is required, but fails, to file a proof of claim in accordance with the Scheduling Order on or before the applicable Bar Date shall be forever barred, estopped and enjoined from asserting such claim against the Debtors (or filing a proof of claim with respect thereto), and such holder shall not be treated as a creditor with respect to such claim for the purpose of distribution in these Chapter 11 Cases or be entitled to receive further notices regarding such claim.

Proofs of Claim must be filed by mailing or delivering the original Proof of Claim by hand to the Debtors' Claims Agent at:

TGHI Claims Processing  
c/o Kurtzman Carson Consultants LLC  
1290 Avenue of the Americas, 9<sup>th</sup> Floor  
New York, NY 10104

All holders of claims should consult an attorney regarding any matters not covered by this notice, such as whether the holder should file a proof of claim.