

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

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In re: : Chapter 11  
TGHI, INC., et al., :  
 : Case No. 16-10300(MEW)  
 :  
 : Jointly Administered  
Debtors.<sup>1</sup> :  
 : Related to: Docket No. 4  
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**ORDER AUTHORIZING THE DEBTORS TO APPOINT KURTZMAN  
CARSON CONSULTANTS LLC AS CLAIMS AND NOTICING AGENT**

Upon the Application (the “**Application**”)<sup>2</sup> of TGHI, Inc. (“**Holdings**”) and Parent THI, Inc. (“**Parent**”), as chapter 11 debtors and debtors in possession (each a “**Debtor**” and collectively the “**Debtors**”) in the above-referenced chapter 11 cases (the “**Chapter 11 Cases**”), for an order authorizing the retention and appointment of Kurtzman Carson Consultants LLC (“**KCC**”) as Claims and Noticing Agent (the “**Claims and Noticing Agent**”), under 28 U.S.C. §156(c), Section 105(a) of the Bankruptcy Code, and the Southern District of New York Local Bankruptcy Rule (“**Local Rule**”) 5075-1 to, among other things, (i) distribute required notices to parties-in-interest, (ii) receive, maintain, docket and otherwise administer the proofs of claim filed in the Debtors’ Chapter 11 Cases, and (iii) provide such other administrative services that would fall within the purview of services to be provided by the Clerk’s Office, and upon the Declaration of Steven Varner Pursuant to Local Bankruptcy Rule 1007-2 and in Support of the First Day Motions and Applications and the Declaration of Evan Gershbein submitted in support of the Application; and the Debtors having estimated that there are a significant number of creditors in these Chapter 11 Cases, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. §156(c) to utilize, at the Debtors’

<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 such terms in the Application.



expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy and transmit proofs of claim; and the Court being satisfied that the Claims Agent has the capability and experience to provide such services and that the Claims Agent does not hold an interest adverse to the Debtors or the estates respecting the matters upon which it is to be engaged; and good and sufficient notice of the Application having been given; and no other or further notice being required; and it appearing that the employment of the Claims Agent is in the best interests of the Debtors, the estates and creditors; and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is granted as set forth herein.
2. The Debtors are authorized to retain KCC *nunc pro tunc* to the Petition Date under the terms of the Retention Agreement, and the Claims and Noticing Agent is authorized and directed to perform noticing services and to receive, maintain, record and otherwise administer the proofs of claim filed in these Chapter 11 Cases, and all related tasks, all as described in the Application (the “**Claims and Noticing Services**”).
3. The Claims and Noticing Agent shall serve as the custodian of court records and shall be designated as the authorized repository for all proofs of claim filed in these Chapter 11 Cases and is authorized and directed to maintain official claims registers for each of the Debtors, to provide access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
4. The Claims and Noticing Agent is authorized and directed to obtain a post office box or address for the receipt of proofs of claim.
5. The Claims and Noticing Agent is authorized to take such other action to comply with all duties set forth in the Application.
6. The Debtors are authorized to compensate the Claims and Noticing Agent in accordance with the terms of the Retention Agreement upon the receipt of reasonably detailed invoices setting forth the services provided by the Claims Agent and the rates charged for each, and to reimburse the Claims and Noticing Agent for all reasonable and necessary expenses it may

incur, upon the presentation of appropriate documentation, without the need for the Claims and Noticing Agent to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

7. The Claims and Noticing Agent shall maintain records of all services showing dates, categories of services, fees charged and expenses incurred, and shall serve monthly invoices on the Debtors, the Office of the United States Trustee, counsel for the Debtors, counsel for any official committee, if any, monitoring the expenses of the Debtors and any party-in-interest who specifically requests service of the monthly invoices.

8. The parties shall meet and confer in an attempt to resolve any dispute which may arise relating to the Retention Agreement or monthly invoices, and that the parties may seek resolution of the matter from the Court if resolution is not achieved.

9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of the Claims and Noticing Agent under this Order shall be an administrative expense of the Debtors' estates.

10. Claims and Noticing Agent may apply its retainer to all pre-petition invoices, which retainer shall be replenished to the original retainer amount, and thereafter, Claims and Noticing Agent may hold its retainer under the Retention Agreement during the chapter 11 cases as security for the payment of fees and expenses incurred under the Retention Agreement.

11. The Debtors shall indemnify Claims and Noticing Agent under the terms of the Retention Agreement.

12. All requests by Claims and Noticing Agent for the payment of indemnification as set forth in the Retention Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Retention Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought, provided however, that in no event shall Claims and Noticing Agent be indemnified in the case of its own bad-faith, self-dealing, breach of fiduciary duty (if any), gross negligence or willful misconduct.

13. In the event that Claims and Noticing Agent seeks reimbursement from the Debtor[s] for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Retention Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Claims and Noticing Agent's own applications, both interim and final, but determined by this Court after notice and a hearing.

14. In the event the Claims and Noticing Agent is unable to provide the services set out in this Order, the Claims and Noticing Agent will immediately notify the Clerk and the Debtors' attorney and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and the Debtors' attorney.

15. The Debtors may submit a separate retention application, pursuant to 11 U.S.C. § 327 and/or any applicable law, for work that is to be performed by the Claims and Noticing Agent but is not authorized by this Order.

16. The Debtors and the Claims and Noticing Agent are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order in accordance with the Application.

17. Notwithstanding any term in the Retention Agreement to the contrary, the Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

18. The Claims and Noticing Agent shall not cease providing claims processing services during the Chapter 11 Cases for any reason, including nonpayment, unless authorized to do so by an order of the Court.

19. Article IX (B) of the Retention Agreement is deemed stricken in its entirety and is of no force or effect.

20. Article XVII of the Retention Agreement is deemed stricken and is of no force or effect. Any controversy or claim arising out of or relating to the Retention Agreement shall be determined by the Court, and the parties to the Retention Agreement consent to the jurisdiction and venue of the Court to decide any such controversy or claim.

21. In the event of any inconsistency between the Retention Agreement, the Application and the Order, the Order shall govern.

Dated: February 16, 2016  
New York, New York

/s/ Michael E. Wiles  
United States Bankruptcy Judge