

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

In re:

TOTAL FINANCE INVESTMENT INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 19-03734 (CAD)

Jointly Administered

Re: Docket Nos. 500, 501

**NOTICE OF OCCURRENCE OF THE EFFECTIVE DATE OF THE SECOND
AMENDED JOINT CHAPTER 11 PLAN OF REORGANIZATION FOR
TOTAL FINANCE INVESTMENT INC. AND ITS DEBTOR AFFILIATES**

PLEASE TAKE NOTICE that, on June 27, 2019, the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court") entered an order [Docket No. 501] (the "Confirmation Order") confirming the *Second Amended Joint Chapter 11 Plan of Reorganization for Total Finance Investment Inc. and its Debtor Affiliates* [Docket No. 500] (together with all supplements thereto, the "Plan").²

PLEASE TAKE FURTHER NOTICE that the Effective Date of the Plan occurred on July 12, 2019 (the "Effective Date").

PLEASE TAKE FURTHER NOTICE that, on the Effective Date, except as otherwise provided in the Plan or otherwise agreed to by the Debtors and the counterparty to an Executory Contract or Unexpired Lease, all Executory Contracts or Unexpired Leases will be deemed rejected by the applicable Reorganized Debtor in accordance with the provisions and requirements of sections 365 and 1123 of the Bankruptcy Code, regardless of whether such Executory Contract or Unexpired Lease is set forth on the Schedule of Rejected Executory Contracts and Unexpired Leases, other than: (1) those that are identified on the Schedule of Assumed Executory Contracts and Unexpired Leases contained in the Plan Supplement; (2) those that have been previously assumed by a Final Order of the Bankruptcy Court; (3) those that are the subject of a motion to assume or reject Executory Contracts or Unexpired Leases that is pending on the Confirmation Date; or (4) those that previously expired or terminated pursuant to its own terms; provided, however, those two certain Unexpired Leases with 5062 North Ravenswood, LLC for the two properties located at 3100 Grand Avenue in Waukegan, Illinois will be deemed rejected on the

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are Total Finance Investment Inc. (3753); Car Outlet Holding Inc. (8362); Car Outlet AC LLC (2282); Full Service Auto Repair AC LLC (6920); Todo Seguro AC LLC (7099); Todo Seguro Premium Finance AC LLC (3775); and Total Finance AC LLC (1965). The Debtors' mailing address is 3400 N. Pulaski Rd, Chicago, IL 60641.

² Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Plan.



earlier to occur of (a) the date on which the Debtors have surrendered possession of the property to the landlord and provided the landlord with a notification of such surrender or (b) the later to occur of (i) July 31, 2019 and (ii) the Effective Date; and provided further that (w) that certain Business Service Order Agreement # 9243163 for 3100 Grand with Comcast Communications Management, LLC, (x) that certain Business Service Order Agreement # 8691865 for 3100 Grand with Comcast Communications Management, LLC, (y) that certain Electric Supply Agreement - Fixed Priced Solutions with Constellation NewEnergy, Inc., and (z) that certain Security Agreement for 3100 Grand Ave with Tyco Integrated Security, LLC, each as more fully described on the Schedule of Rejected Executory Contracts and Unexpired Leases, will be rejected on the later to occur of (i) July 31, 2019 and (ii) the Effective Date.

PLEASE TAKE FURTHER NOTICE that pursuant to Article V.C of the Plan, unless otherwise provided by a Final Order of the Bankruptcy Court, all Proofs of Claims with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be Filed with the Bankruptcy Court and received by KCC within the latest to occur of: (1) 21 days after the date of entry of an order of the Bankruptcy Court (including the Confirmation Order) approving such rejection; (2) 21 days after the Debtors provide notice of surrender of possession to a landlord of a rejected lease where surrender occurs after entry of an order approving such rejection; and (3) 21 days after notice of any rejection that occurs after the Effective Date. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease pursuant to the Plan or Confirmation Order not filed with the Bankruptcy Court within such time will be automatically disallowed and will not be enforceable against the Debtors, the Reorganized Debtors, Newco, the Debtors' Estates, or their property.

PLEASE TAKE FURTHER NOTICE that, other than for Professional Fee Claims and Administrative Claims arising in the ordinary course of business, requests for payment of Administrative Claims must be filed with the Bankruptcy Court and noticed for hearing as a motion, and served on the Reorganized Debtors by August 12, 2019 (the "Administrative Claims Bar Date"), which is the first Business Day that is 30 days after the Effective Date. Holders of Administrative Claims that are required to file and serve a request for payment of such Administrative Claims that do not timely file and serve such a request will be forever barred from asserting such Administrative Claims.

PLEASE TAKE FURTHER NOTICE that the deadline to file final requests for payment of Professional Fee Claims is August 26, 2019, which is the first Business Day that is 45 days after the Effective Date.

PLEASE TAKE FURTHER NOTICE that pursuant to the Confirmation Order, the following release, injunction, and exculpation provisions in Article IX of the Plan are now in full force and effect:

Debtor Release.

Pursuant to section 1123(b) of the Bankruptcy Code, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors, the Reorganized Debtors, and the Estates, from any and all Causes of Action (including, without limitation, Avoidance Actions), any and all other Claims, Interests, obligations, rights, demands, suits,

judgments, damages, debts, remedies, losses and liabilities of any nature whatsoever (including any derivative claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates), whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to any or all of the Debtors, their respective assets or properties, the Debtors' restructuring efforts, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of any or all of the Debtors or the Reorganized Debtors, the Restructuring Support Agreement, the DIP Facility, the Prepetition Debt Documents, the Plan, the Disclosure Statement, the Servicing Transfer, any related agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan, or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release (1) any Released Party from Causes of Action arising from an act or omission that is judicially determined by a Final Order to have constituted actual fraud, willful misconduct, or gross negligence, (2) any post-Effective Date obligations of any Entity under the Plan or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan, or (3) any obligations of any Released Party under the Minority Shareholder Settlement Agreement.

Release by Holders of Claims or Interests.

Except as expressly provided in the Plan or the Confirmation Order, as of the Effective Date, each Releasing Party is deemed to expressly, conclusively, absolutely, unconditionally, irrevocably, and forever release, waive, void, extinguish, and discharge each and all of the Released Parties from any and all Claims, Interests, obligations, rights, demands, suits, judgments, Causes of Action, damages, debts, remedies, losses and liabilities of any nature whatsoever, including any derivative Claims or Causes of Action asserted or that may be asserted on behalf of the Debtors, the Reorganized Debtors, or their Estates, that such Releasing Party would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the Holder of any Claim or Interest, whether liquidated or unliquidated, fixed or contingent, matured or unmatured, known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, contract, tort or otherwise, based on or relating to, or in any manner arising from, in whole or in part, any act, omission, transaction, event, or other circumstance taking place or existing on or before the Effective Date (including before the Petition Date) in connection with or related to the Debtors, their respective assets and properties, the Debtors' restructuring efforts, the Chapter 11 Cases, the purchase, sale, transfer, or rescission of the purchase, sale, or transfer of any debt, security, asset, right, or interest of any or all of the Debtors or the Reorganized Debtors, the Restructuring Support Agreement, the DIP Facility, the Prepetition Debt Documents, the Plan, the Disclosure Statement, the Servicing Transfer, any related

agreements, instruments, and other documents created or entered into before or during the Chapter 11 Cases, the pursuit of Confirmation, the administration and implementation of the Plan, including the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date related or relating to any of the foregoing. Notwithstanding anything to the contrary in the foregoing, (i) the releases set forth above do not release any post-Effective Date obligations of any Entity under the Minority Shareholder Settlement Agreement, the Plan, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan; (ii) DLA Piper LLP, its current or former predecessors, successors, partners, shareholders, attorneys, agents, and employees will not be, and will not be deemed to be, Released Parties for the purposes of Section IX.F of the Plan with respect to any Causes of Action by any member of the Serlin/Stillman Group, and therefore no members of the Serlin/Stillman Group are releasing DLA Piper LLP or any of its current or former predecessors, successors, partners, shareholders, attorneys, agents, or employees from any Causes of Action, damages, debts, remedies, losses, or liabilities of any nature whatsoever; and (iii) each direct and indirect subsidiary of the Sponsor other than the Debtors will be deemed to be a Releasing Party with respect to the Serlin/Stillman Group.

Exculpation.

From and after the Effective Date, to the fullest extent permissible under applicable law and without affecting or limiting the releases set forth herein, the Exculpated Fiduciaries, and solely to the extent provided by section 1125(e) of the Bankruptcy Code, the Section 1125(e) Parties, are hereby released and exculpated from any claim, obligation, Cause of Action, or liability for (a) any prepetition action taken or omitted to be taken in connection with, or related to, formulating, negotiating, or preparing the Plan, the Restructuring Support Agreement, the Servicing Agreement, or any other documents in furtherance of the Chapter 11 Cases, or (b) any post-petition action taken or omitted to be taken in connection with, or related to, formulating, negotiating, soliciting, preparing, disseminating, confirming, administering, or implementing the Plan (including the Restructuring Support Agreement), the Servicing Transfer, the Newco LLC Agreement, the A&R Financing Documents, the Disclosure Statement, or issuing the New Equity Interests and/or any other Security to be offered, issued, or distributed in connection with the Plan, the Chapter 11 Cases, or any contract, instrument, release, or other agreement or document created or entered into in connection with the Plan or any other post-petition action taken or omitted to be taken in connection with or in contemplation of the restructuring of the Debtors; provided, however, that Article IX.G of the Plan will not apply to release (1) obligations under the Plan and the contracts, instruments, releases, agreements, and documents delivered, Reinstated or assumed under the Plan or (2) any Claims or Causes of Action arising out of fraud, willful misconduct or gross negligence as determined by a Final Order.

Injunction.

Except with respect to the obligations arising under the Plan or the Confirmation Order, and except as expressly provided in the Plan or the Confirmation Order, all Entities

that held, hold, or may hold Claims or Interests that have been released, discharged, or exculpated pursuant to the Plan, are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Reorganized Debtors or Newco, as applicable, or the other Released Parties: (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 Interests; (2) enforcing, attaching, collecting, recovering by any manner or means any judgment, award, decree, or order against such Entities on account of or in connection with or with respect to any such Claims or Interests; (3) creating, perfecting, or enforcing any Lien or encumbrance of any kind against such Entities or the property of such Entities on account of or in connection with or with respect to any such Claims or Interests; (4) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Entities or against the property of such Entities on account of or in connection with or with respect to any such Claims or Interests unless such Entity has timely asserted such setoff right in a document filed with the Bankruptcy Court explicitly preserving such setoff, and notwithstanding an indication of a Claim or Interest or otherwise that such Entity asserts, has, or intends to preserve any right of setoff pursuant to applicable law or otherwise; and (5) commencing or continuing in any manner any action or proceeding of any kind on account of or in connection with or with respect to any such Claims or Interests released or settled pursuant to the Plan.

PLEASE TAKE FURTHER NOTICE that, as of the Effective Date and subject to the terms of the Confirmation Order, all provisions of the Plan, including all agreements, instruments and other documents filed in connection with the Plan and executed by the Debtors, the Reorganized Debtors, or Newco in connection with the Plan, are binding on the Debtors, the Reorganized Debtors, Newco, all Holders of Claims against or Interest in the Debtors and such Holder's respective successors and assigns, and all other parties that are affected in any manner by the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan, the Plan Supplement, the Confirmation Order, and copies of all documents filed in these chapter 11 cases are available free of charge by visiting <http://www.kccllc.net/totalfinance> or by calling (866) 967-0496 within the United States or Canada, or +1 (310) 751-2696 if outside of the United States or Canada. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.ilnb.uscourts.gov>.

Dated: July 12, 2019
Chicago, Illinois

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/s/ Bojan Guzina

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