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PROPOSED ATTORNEYS FOR DEBTOR

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re: § Chapter 11
§
TPP ACQUISITION, INC. d/b/a The § Case No. 16-33437-hdh-11
Picture People, §
§
Debtor. §

**DEBTOR’S APPLICATION FOR ENTRY OF AN ORDER PURSUANT TO
11 U.S.C. §§ 327(a), 328(a), AND 1107(b) AUTHORIZING THE RETENTION OF
SSG ADVISORS, LLC AS DEBTOR’S INVESTMENT BANKER
NUNC PRO TUNC TO THE PETITION DATE**

TPP Acquisition, Inc. d/b/a The Picture People (“TPP”), debtor-in-possession in the above-referenced Chapter 11 case (the “Debtor”), files this *Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b) Authorizing the Retention of SSG Advisors, LLC as Debtor’s Investment Banker Nunc Pro Tunc to the Petition Date* (the “Application”). In support of the Application, Debtor relies on the *Declaration of J. Scott Victor in Support of Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b) Authorizing the Retention of SSG Advisors, LLC as Debtor’s Investment*



Banker Nunc Pro Tunc to the Petition Date (the “Victor Declaration”), which is attached hereto as **Exhibit A**. In further support of the Application, Debtor respectfully represents as follows:

JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334 and 157. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper in this Court pursuant to 28 U.S.C. § 1408.

BACKGROUND

2. To preserve the value of its assets and restructure its financial affairs, on September 2, 2016 (the “Petition Date”), Debtor filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”) commencing the above captioned case (the “Chapter 11 Case”). Debtor continues to manage and operate its business as a debtor-in-possession pursuant to Bankruptcy Code §§ 1107 and 1108.

3. An official committee of unsecured creditors has yet to be appointed in this Chapter 11 Case. Further, no trustee or examiner has been requested or appointed in this Chapter 11 Case.

4. On September 2, 2016, in connection with the first day hearings in the Chapter 11 Case, the *Statement of Background Information and Declaration of Stuart Noyes, Chief Restructuring Officer of TPP Acquisition, Inc. d/b/a The Picture People, in Support of Debtor’s Chapter 11 Petition and First-Day Motions* (the “First Day Declaration”) was filed with the Court.

RELIEF REQUESTED

5. By this Application, Debtor requests entry of an Order, substantially in the form attached hereto as **Exhibit C**, authorizing it to retain SSG Advisors, LLC (“SSG”) as its

investment banker in accordance with the terms and conditions set forth in that certain engagement letter between Debtor and SSG dated as of August 11, 2016, (the “Engagement Letter”), attached hereto as **Exhibit B**, *nunc pro tunc* to the Petition Date.

BASIS FOR RELIEF REQUESTED

6. The bases for the relief requested herein are Sections 327(a), 328(a), and 1107(b) of title 11 of the United States Code (the “Bankruptcy Code”), as supplemented by Rules 2014 and 2016 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”) and Bankruptcy Local Rules 2014 and 2016.

7. Section 327(a) of the Bankruptcy Code provides that a debtor, subject to Court approval:

[M]ay employ one or more attorneys, accountants, appraisers, auctioneers, or other professional persons, that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the [debtor]’s duties under this title.

11 U.S.C. § 327(a). Section 101 of the Bankruptcy Code defines “disinterested person” as a person that:

is not a creditor, an equity security holder, or an insider; [or] is not and was not, within 2 years before the date of the filing of the petition, a director, officer, or employee of Debtor; and...does not have an interest materially adverse to the interest of the estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, Debtor, or for any other reason.

11 U.S.C. § 101(14)(A)-(C). Section 1107(b) of the Bankruptcy Code provides that “a person is not disqualified for employment under section 327 of this title by a debtor in possession solely because of such person’s employment by or representation of Debtor before the commencement of the case.” 11 U.S.C. § 1107(b).

8. Section 328(a) of the Bankruptcy Code provides that a debtor-in-possession may, with the Court's approval, employ a professional "on any reasonable terms and conditions of employment, including on a retainer, on an hourly basis, on a fixed or percentage fee basis, or on a contingent fee basis." 11 U.S.C. § 328(a).

9. Debtor requests authorization to retain SSG as its investment banker to render services in connection with the sale of Debtor's assets in one or more transactions under the Bankruptcy Code. Debtor respectfully submits that the services of an investment banker are necessary and appropriate to evaluate the complex financial and economic issues raised in Debtor's bankruptcy proceedings and to effectively fulfill its statutory duties as Debtor-in-possession.

A. SSG's Qualifications and Scope of the Engagement

10. Debtor selected SSG to act as its exclusive investment banker because SSG is a nationally-recognized investment bank that helps middle-market companies, as well as its stakeholders, complete challenging financial transactions. SSG has (a) substantial experience with, and knowledge of, companies involved in the same or similar industries as Debtor, (b) extensive knowledge of potential buyers interested in Debtor's industry, and (c) substantial special situation investment banking transaction experience.

11. SSG has served as an investment banker for debtors, buyers and creditors' committees in numerous bankruptcy matters, representing well over 100 debtors in Chapter 11 cases in bankruptcy courts throughout the United States. As a result, Debtor believes that SSG is eminently qualified to serve as its investment banker in this Chapter 11 Case.

B. Scope of Services

12. Subject to Court approval, and as set forth in the Engagement Letter, SSG will assist and advise Debtor with various services in connection with the Sale¹ and/or Restructuring:

- Prepare an information memorandum describing Picture People, its historical performance including existing operations, facilities, contracts, customers, management and projected financial results and operations;
- Assist the Company in compiling a data room of any necessary and appropriate documents related to the Sale;
- Assist the Company in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Company;
- Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
- Assist the Company in coordinating management calls and site visits for interested buyers and work with the management team to develop appropriate presentations for such presentations and visits;
- Solicit competitive offers from potential buyers;
- Advise and assist the Company in structuring the transaction and negotiating the transaction agreements;
- Provide testimony in support of the Sale; and
- Otherwise assist the Company and its counsel as necessary through closing on a best efforts basis.

13. Additionally, SSG shall assist Debtor in negotiating with existing stakeholders in regard to a potential Restructuring if desired by Debtor.

14. It is necessary for Debtor to employ SSG to render the foregoing professional services. The sale of Debtor's assets is a crucial element of Debtor's Chapter 11 reorganization,

¹ Capitalized terms not otherwise defined in the Motion shall have the meaning ascribed to them in the Engagement Letter.

and Debtor will rely in large part on SSG to oversee the sale process and conduct the auction. SSG must market the assets to attract potential buyers to be qualified bidders at the auction and to coordinate all aspects of the sale process with interested parties, including the conduct of due diligence.

15. Debtor believes that the services will not duplicate the services that other professionals will be providing Debtor in the Chapter 11 Case. Specifically, SSG will carry out unique functions and will use reasonable efforts to coordinate with Debtor and other professionals retained to avoid the unnecessary duplication of services. No professional currently engaged by Debtor is specifically tasked with services set forth in the Engagement Letter.

C. Compensation

16. Debtor requests that the Court authorize the retention of SSG under the terms and conditions set forth in the Engagement Letter, and Debtor requests authority to compensate and reimburse SSG in accordance with the payment terms, procedures, and conditions set forth in the Engagement Letter for services rendered and expenses incurred in connection with the Chapter 11 Case. The Engagement Letter's terms and conditions provide the following:

- a. Initial Fee. An initial fee (the "Initial Fee") of \$20,000 is payable upon the execution of this Engagement Agreement. The Initial Fee will be credited against the Sale Fee or Restructuring Fee.
- b. Monthly Fee. A monthly fee (the "Monthly Fees") of \$20,000 per month beginning September, 2016 and continuing each month thereafter during the Engagement Term. The Monthly Fees will be credited in full to the Sale Fee or Restructuring Fee.
- c. Sale Fee. Upon the consummation of a Sale Transaction, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale, equal to \$150,000 for the proposed stalking horse purchaser. In the event of a sale to a third party, not affiliated with the stalking horse purchaser, SSG's Sale Fee will be \$400,000.
- d. Restructuring Fee. In the event that the Sale process has been initiated but Picture People ultimately closes a Restructuring in lieu of a Sale Transaction, SSG shall

be entitled to a fee (“Restructuring Fee”) equal to \$150,000 which shall be paid from operating cash flow, available cash, new funds or otherwise.

- e. In addition to the foregoing Fees, whether or not a Sale or Restructuring Transaction is consummated, SSG will be entitled to reimbursement for all of SSG’s reasonable out-of-pocket expenses incurred in connection with the subject matter of this engagement.

17. Debtor respectfully submits that the rates and charges set forth above are reasonable and should be approved under Bankruptcy Code § 328(a), which specifically authorizes compensation of a professional person on a “fixed or percentage fee basis.” 11 U.S.C. § 328(a). The compensation terms negotiated with SSG was the result of arm’s length negotiations, and Debtor believes such terms are fair and reasonable.

18. Due to the transactional fee structure of the engagement, requiring SSG to file periodic fee applications pursuant to Bankruptcy Code §§ 330 and 331 and in compliance with Bankruptcy Rule 2016 is unnecessary. SSG will not be compensated based upon time and effort expended, but instead, on fixed amounts as set forth above and in the Engagement Letter. Given the transactional nature of SSG’s engagement, Debtor submits that recording and submission of detailed time entries for services rendered in this case is unnecessary and would be unduly burdensome to SSG. In addition, investment bankers generally are not compensated based on hours devoted to their services, and instead are compensated based on fee structures similar to the one proposed in this case.

19. Under the circumstances, Debtor submits that it is appropriate and reasonable for SSG to be compensated pursuant to the terms of the Engagement Letter without being required to file interim fee applications as contemplated by Bankruptcy Code §§ 330 and 331. SSG will, however, file a final fee application that sets forth a summary of all fees earned and expenses reimbursed in this case.

D. Indemnification

20. Debtor has agreed to indemnify SSG in accordance with the terms set forth in the Engagement Letter. Debtor, however, will not be responsible to indemnify SSG to the extent liability is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted from SSG's gross negligence, willful misconduct, breach of fiduciary duty, self-dealing or bad faith in the performance of its duties under the Engagement Letter.

E. Bankruptcy Rule 2014 Disclosures

21. To the best of Debtor's knowledge, information, and belief, SSG has no connection with Debtor's creditors, parties-in-interest or affiliates, the U.S. Trustee, or any person employed in the Office of the United States Trustee, except as may be set forth in the Victor Declaration, which is annexed hereto as Exhibit A.

22. To the best of Debtor's knowledge as disclosed herein and in the Victor Declaration, (a) SSG is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code, as required by section 327(a) of the Bankruptcy Code, and does not hold or represent an interest adverse to Debtor's estates, and (b) SSG has no connection to Debtor, its creditors, or its related parties except as may be disclosed in the Victor Declaration.

23. To check and clear potential conflicts of interest in the Chapter 11 Case, SSG performed a connections check on Debtor and other significant parties-in-interest (collectively, the "Potential Parties-in-Interest"). The identities of the Potential Parties-in-Interest are set forth in Schedule 1 to the Victor Declaration. SSG reviewed the list of Potential Parties-in-Interest to determine its connections to the Potential Parties-in-Interest. Except as disclosed in Schedule 2 to the Victor Declaration, SSG has indicated that based on the results of its review conducted to date, and to the best of its knowledge, neither SSG, nor any other employee that will work on

this engagement, has any connection with Debtor, its creditors, equity holders, or any other Potential Parties-in-Interest (as reasonably known to SSG) or Debtor's attorneys and accountants, or the United States Trustee, or any person employed in the office of the United States Trustee.

24. While SSG has undertaken, and continues to undertake, efforts to identify connections with Debtor and other parties in interest, it is possible that connections with some parties in interest have not yet been identified. Should SSG, through its continuing efforts or as the Chapter 11 Case progresses, learn of any new connections of the nature described above, SSG will file promptly a supplemental declaration, as required by Bankruptcy Rule 2014(a).

25. For the reasons set forth above, Debtor submits that SSG's retention is necessary and in the best interests of Debtor, its estate, and its creditors.

Notice

26. Notice of this Motion has been provided to: (i) the Office of the United States Trustee; (ii) Debtor's secured creditors; (iii) any party whose interests are directly affected by this specific pleading; (iv) those persons who have formally appeared and requested notice and service in these proceedings pursuant to Bankruptcy Rules 2002 and 3017; (v) counsel for and the members of any official committees appointed by this Court; (vi) the 20 largest unsecured creditors of Debtor; and (vii) all governmental agencies having a regulatory or statutory interest in this case. No other or further notice need be provided.

WHEREFORE, for the reasons set forth herein and the Victor Declaration, Debtor respectfully requests entry of an order authorizing the retention of SSG as investment banker to Debtor *nunc pro tunc* to the Petition Date pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b), Bankruptcy Rules 2014 and 2016, and Bankruptcy Local Rules 2014 and 2016.

RESPECTFULLY SUBMITTED this 2nd day of September, 2016.

**TPP ACQUISITION, INC. d/b/a THE
PICTURE PEOPLE**

By: /s/ Stuart Noyes
Name: Stuart Noyes
Title: Chief Restructuring Officer

and

HAYNES AND BOONE, LLP

By: /s/ Robert D. Albergotti
Robert D. Albergotti
State Bar No. 00969800
Ian T. Peck
State Bar No. 24013306
Jarom J. Yates
State Bar No. 24071134
2323 Victory Avenue, Suite 700
Dallas, TX 75219
Telephone: 214.651.5000
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Email: ian.peck@haynesboone.com
Email: jarom.yates@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTOR

Exhibit A

Victor Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The	§	Case No. 16-33437-hdh-11
Picture People,	§	
	§	
Debtor.	§	

**DECLARATION OF J. SCOTT VICTOR IN SUPPORT OF DEBTOR’S APPLICATION
FOR ENTRY OF AN ORDER PURSUANT TO 11 U.S.C. §§ 327(a), 328(a), AND 1107(b)
AUTHORIZING THE RETENTION OF SSG ADVISORS, LLC AS DEBTOR’S
INVESTMENT BANKER NUNC PRO TUNC TO THE PETITION DATE**

J. Scott Victor states and declares:

1. I am a founding partner and Managing Director of SSG Capital Advisors, LLC (“SSG”), which maintains its principal office at Five Tower Bridge, 300 Barr Harbor Drive, Suite 420, West Conshohocken, Pennsylvania 19428.

2. I have extensive experience marketing companies or their assets for sale, including experience in marketing companies in distress and debtors in bankruptcy cases. SSG is a nationally known and ranked boutique investment banking firm with 13 professionals representing financially challenged companies all over the U.S. and Europe. Since 2001, SSG has represented over 100 debtors in chapter 11 proceedings throughout the country.

3. This Declaration (the “Declaration”) is in support of Debtor’s *Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b) Authorizing the Retention of SSG Advisors, LLC as Debtor’s Investment Banker Nunc Pro Tunc to the Petition Date* (the “Application”).¹ I am authorized to submit this Declaration on behalf of SSG, and I

¹ Capitalized but undefined terms used in herein shall have the meaning ascribed to them in the Application.

have personal knowledge of the matters set forth herein. All facts set forth in this Declaration are based upon my personal knowledge, my review of relevant documents, my review of documents received from Debtor or its legal advisors, my experience with and knowledge of Debtor's operations, or knowledge obtained from management or legal advisors of Debtor or employees of Debtor. If I were called to testify, I could and would testify to the facts set forth herein.

Disinterestedness and Eligibility

4. To check and clear potential conflicts of interest in the Chapter 11 Case, SSG reviewed the list of significant parties in interest (the "Potential Parties-in-Interest") provided by Debtor's counsel to determine its connections to Debtor and such Potential Parties-in-Interest. The identities of the Potential Parties-in-Interest reviewed are set forth in **Schedule 1**. While the results of these searches revealed no conflict of interest with regard to SSG's representation of Debtor, a few connections to Potential Parties-in-Interest were revealed. Those connections are disclosed in **Schedule 2**.

5. SSG submits that the connections described on Schedule 2 do not create a conflict in its representation of Debtor. Except for the relationships identified on Schedule 2, to the best of my knowledge and information, neither I, nor SSG, nor any other employee that will work on this engagement, has any connection with Debtor, its creditors, equity holders, or any other Potential Parties-in-Interest (as reasonably known to SSG) or Debtor's attorneys and accountants, or the United States trustee, or any person employed in the office of the United States trustee. Accordingly, I believe that SSG is a "disinterested person," as defined in section 101(14) of title 11 of the Bankruptcy Code.

6. As part of its diverse practice, SSG has appeared in numerous cases, proceedings and transactions that involve many different professionals, including attorneys, accountants and

financial consultants, who may represent claims and parties-in-interest in Debtor's Chapter 11 Case. Also, SSG has performed in the past, and may perform in the future, investment banking and financial consulting services for various attorneys and law firms, lenders, and creditors, some of whom may be involved in these proceedings. In addition, SSG has in the past, and will likely in the future, be working with or against other professionals involved in the Chapter 11 Case in matters unrelated to Debtor and this Chapter 11 Case. Based on my current knowledge of the professionals involved, to the best of my knowledge, none of these relationships create interests materially adverse to Debtor in matters upon which SSG is to be employed, and none are in connection with this case.

7. To the extent SSG discovers any facts or additional information during the period of SSG's retention that require disclosure, SSG will supplement the Declaration to disclose such information.

Professional Compensation

8. I will be the professional overseeing this engagement. Subject to Court approval, and as set forth in the Engagement Letter, SSG will assist and advise Debtor with various services in connection with the Sale and/or Restructuring:

- Prepare an information memorandum describing Picture People, its historical performance including existing operations, facilities, contracts, customers, management and projected financial results and operations;
- Assist the Company in compiling a data room of any necessary and appropriate documents related to the Sale;
- Assist the Company in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Company;
- Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;

- Assist the Company in coordinating management calls and site visits for interested buyers and work with the management team to develop appropriate presentations for such presentations and visits;
- Solicit competitive offers from potential buyers;
- Advise and assist the Company in structuring the transaction and negotiating the transaction agreements;
- Provide testimony in support of the Sale; and
- Otherwise assist the Company and its counsel as necessary through closing on a best efforts basis.

9. Additionally, SSG shall assist Debtor in negotiating with existing stakeholders in regard to a potential Restructuring if desired by Debtor.

10. The proposed fee structure described in more detail below and in the Engagement Letter is consistent with SSG's normal and customary billing practices for comparably sized and comparably complex cases and transactions, both in and out of court, involving the services to be provided in connection with the Chapter 11 Case. The fee structure was established to reflect the difficulty of the assignments SSG expects to undertake. I respectfully submit that, given the nature of the services to be provided, the fee structure is both fair and reasonable.

11. Pursuant to the Engagement Letter, SSG is also entitled to the following potential fees and expenses:

- a. Initial Fee. An initial fee (the "Initial Fee") of \$20,000 is payable upon the execution of this Engagement Agreement. The Initial Fee will be credited against the Sale Fee or Restructuring Fee.
- b. Monthly Fee. A monthly fee (the "Monthly Fees") of \$20,000 per month beginning September, 2016 and continuing each month thereafter during the Engagement Term. The Monthly Fees will be credited in full to the Sale Fee or Restructuring Fee.
- c. Sale Fee. Upon the consummation of a Sale Transaction, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale, equal to

\$150,000 for the proposed stalking horse purchaser. In the event of a sale to a third party, not affiliated with the stalking horse purchaser, SSG's Sale Fee will be \$400,000.

d. Restructuring Fee. In the event that the Sale process has been initiated but Picture People ultimately closes a Restructuring in lieu of a Sale Transaction, SSG shall be entitled to a fee ("Restructuring Fee") equal to \$150,000 which shall be paid from operating cash flow, available cash, new funds or otherwise.

e. In addition to the foregoing Fees, whether or not a Sale or Restructuring Transaction is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable out-of-pocket expenses incurred in connection with the subject matter of this engagement.

12. Pursuant to the Engagement Letter, Debtor has agreed to indemnify and hold harmless SSG from and against all losses, claims, damages, liabilities, joint or several, and expenses incurred by them, except to the extent resulting from the bad faith or gross negligence of SSG.

13. SSG requests that in light of general industry practice, and notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Bankruptcy Rules, any applicable orders of this Court or any guidelines regarding submission and approval of fee applications, SSG and its professionals be compensated pursuant to the terms of the Engagement Letter without being required to file interim fee applications as contemplated by Bankruptcy Code §§ 330 and 331. SSG will, however, file a summary final fee application that sets forth a summary of all fees earned and expenses reimbursed in this case.

14. To the best of my knowledge, (a) no commitments have been made or received by SSG with respect to compensation or payment in connection with this case other than in accordance with the provisions of the Bankruptcy Code and (b) SSG has no agreement with any other entity to share with such entity any compensation received by SSG in connection with this Chapter 11 Case.

15. By reason of the foregoing, I believe SSG is eligible for retention by Debtor as its investment banker pursuant to sections 327(a), 328(a) and the applicable Bankruptcy Rules and the Bankruptcy Local Rules.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing statements are true and correct.

Dated: September 2, 2016

By: /s/ J. Scott Victor
Name: J. Scott Victor
Title: Managing Director
SSG Advisors, LLC

SCHEDULE 1

Parties in Interest

In re: TPP Acquisition, Inc. d/b/a The Picture People

Debtor:

TPP Acquisition, Inc. d/b/a The Picture People

Parent Corporation:

TPP Holdings, LLC

Secured Creditors:

Monroe Capital Management Advisors LLC

Landlords:

General Growth Properties, Inc.

CBL & Associates

Simon Property Group

Westfield Corp.

Preit

Cafaro Company

Starwood

Macerich Co.

Forest City

JLL

Centennial Real Estate

Taubman Centers, Inc.

Pyramid Management Group, Inc.

DDR Corp

Urban Retail Properties

Bohannon Development

MG Herring

Long Pehrson Associates, LLC

Lerner Corporation

Kravco

Stoltz Management

WP Glimcher

Steadfast Properties

Alberta Development Partners

Edgewood Properties

DBO Development
Conroy Millenia Partners
Street Mac
Metro National

Officers & Directors:

Ian Gomar
Keith Spencer
Paul Traub
John Kolleng

Proposed Counsel:

Haynes and Boone, LLP

Proposed Claims & Noticing Agent:

Kurtzman Carson Consultants LLC

Proposed Chief Restructuring Officer

Winter Harbor LLC
Stuart Noyes

Proposed Investment Banker

SSG Advisors, LLC

Counsel for Monroe Capital:

Riemer & Braunstein, LLP

Top Unsecured Creditors:

Fed-Ex
American Express
Accordant Media, LLC
DFM Print Pak LLC
Identity Management
WB Mason Company
Federal Express
AAA Imaging Solutions
Noritsu America Corporation
Granite Telecommunications
RNOT, LLC

Google, Inc.
Denny Mfg. Company, Inc.
Brodnax Printing Company LLC
Imaging Spectrum, Inc.
XO Group Inc.
Nahan Printing Inc.
EarthLink Business
Lake Group Media, Inc.
Buy Buy Baby
Leiden Cabinet Company
RSM Maintenance LLC
Gemline Frame Co Inc.
Enchante
Distillery, Inc.
Meritain Health
Muzak, LLC
Datalink Corporation
Entertainment Publications, LLC
Criteo Corp.
Quantcast Corporation

Other Parties in Interest:

Sears
Wal-Mart

SCHEDULE 2 TO EXHIBIT A**Connections with Potential Parties-in-Interest**

Name of Entity Searched	Status
Monroe Capital LLC	SSG has been engaged by other counsel to Monroe Capital to prepare a valuation report for a borrower in a matter unrelated to this Chapter 11 Case.
Haynes and Boone, LLP	Haynes and Boone has represented SSG in other matters unrelated to this Chapter 11 Case.
Winter Harbor LLC	SSG has worked with Winter Harbor LLC in other matters unrelated to this Chapter 11 Case.

Exhibit B

Engagement Letter



August 11, 2016

Mr. Stuart Noyes
Chief Restructuring Officer
TPP Acquisition, Inc. d/b/a The Picture People
1155 Kas Drive, Suite 180
Richardson, TX 75081

Dear Mr. Noyes:

This agreement ("Engagement Agreement") will serve as the contract between TPP Acquisition, Inc. d/b/a The Picture People and any and all subsidiaries ("Picture People" or the "Company") and SSG Advisors, LLC ("SSG" or "Advisor") regarding the retention of SSG as investment banker to Picture People for the purposes outlined in this Engagement Agreement. SSG's responsibilities hereunder involve providing investment banking services to Picture People, on an exclusive basis, focusing on: (i) the sale of substantially all of the assets of Picture People (the "Sale") either through one sale or multiple sales of the parts; and/or (ii) the restructuring of Picture People's balance sheet with existing stakeholders (the "Restructuring").

A. **SSG's Role**

1. SSG's role in connection with the Sale will include the following:
 - Prepare an information memorandum describing Picture People, its historical performance including existing operations, facilities, contracts, customers, management and projected financial results and operations;
 - Assist the Company in compiling a data room of any necessary and appropriate documents related to the Sale;
 - Assist the Company in developing a list of suitable potential buyers who will be contacted on a discreet and confidential basis after approval by the Company;
 - Coordinate the execution of confidentiality agreements for potential buyers wishing to review the information memorandum;
 - Assist the Company in coordinating management calls and site visits for interested buyers and work with the management team to develop appropriate presentations for such presentations and visits;
 - Solicit competitive offers from potential buyers;
 - Advise and assist the Company in structuring the transaction and negotiating the transaction agreements;

Mr. Stuart Noyes
August 11, 2016
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- Provide testimony in support of the Sale; and
 - Otherwise assist the Company and its counsel as necessary through closing on a best efforts basis.
2. SSG shall assist Picture People in negotiating with existing stakeholders in regard to a potential Restructuring if desired by the Company. SSG will provide Picture People with the services required above in connection with the Restructuring, including an enterprise valuation, liquidation valuation and feasibility analysis.

In performing the services described above, the Company will furnish or cause to be furnished to SSG such information as SSG reasonably believes appropriate to the execution of its engagement hereunder (all such information so furnished being the "Information"). The Company represents to SSG that all Information furnished by it or its agents will be complete and correct in all material respects, to the best of its knowledge, and that until the expiration of SSG's engagement hereunder, it will advise SSG immediately of the occurrence of any event or any other change known by it or its agents that results in the Information ceasing to be complete and correct in all material respects. The Company recognizes and confirms that SSG: (a) will use and rely primarily on the Information and on information available from generally recognized public sources in performing the services contemplated hereby without having independently verified any of the same; (b) does not assume responsibility for accurateness or completeness of the Information and such other information; and (c) will not make an appraisal of any of the assets or liabilities of Picture People.

Picture People agrees that SSG shall be its exclusive investment banker in connection with any Sale or Restructuring undertaken with respect to the Company during the Term, as defined below, of this Engagement Agreement. Picture People agrees that, during the Term of this Engagement Agreement, SSG shall have the exclusive authority to initiate and conduct discussions and assist and advise the Company in its negotiations with all prospective purchasers. In that regard, the Company agrees to identify to SSG: (a) all prospective purchasers and investors who have been in contact with the Company prior to the date hereof; and (b) all prospective purchasers who come in contact with Picture People during the term of this Engagement Agreement.

SSG will consult with and advise Picture People with respect to the financial aspects of any proposed Sale or Restructuring including price, terms and conditions. SSG will not, however, have any authority to bind Picture People with respect to any proposed Sale or Restructuring. Likewise, nothing contained herein shall require the Company to accept the terms of any proposal and the Company shall at all times have the right in its sole and absolute discretion to reject any proposed Sale or Restructuring regardless of the terms proposed.

Mr. Stuart Noyes
August 11, 2016
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B. SSG's Compensation

As compensation for providing the foregoing services, SSG shall receive the following:

1. Initial Fee. An initial fee (the "Initial Fee") of \$20,000 is payable upon the execution of this Engagement Agreement. The Initial Fee will be credited against the Sale Fee or Restructuring Fee.
2. Monthly Fee. A monthly fee (the "Monthly Fees") of \$20,000 per month beginning September, 2016 and continuing each month thereafter during the Engagement Term, as defined below. The Monthly Fees will be credited in full to the Sale Fee or Restructuring Fee.
3. Sale Fee. Upon the consummation of a Sale Transaction, SSG shall be entitled to a fee (the "Sale Fee"), payable in cash, in federal funds via wire transfer or certified check, at and as a condition of closing of such Sale, equal to \$150,000 for the proposed stalking horse purchaser. In the event of a sale to a third party, not affiliated with the stalking horse purchaser, SSG's Sale Fee will be \$400,000.
4. Restructuring Fee. In the event that the Sale process has been initiated but Picture People ultimately closes a Restructuring in lieu of a Sale Transaction, SSG shall be entitled to a fee ("Restructuring Fee") equal to \$150,000 which shall be paid from operating cash flow, available cash, new funds or otherwise.
5. In addition to the foregoing Fees, whether or not a Sale or Restructuring Transaction is consummated, SSG will be entitled to reimbursement for all of SSG's reasonable out-of-pocket expenses incurred in connection with the subject matter of this engagement.

C. Definitions

For the purpose of this Engagement Agreement:

Sale Transaction means and includes any transaction involving in whole or in parts, the sale or transfer, directly or indirectly, of all or substantially all of the assets or equity of Picture People whether consummated in one or multiple transactions.

Restructuring Transaction means and includes any Restructuring completed through a confirmed plan of reorganization or out of court reorganization, whether proposed by the Company or any third party, whereby existing equity maintains control of Picture People.

D. Term of Engagement

This Engagement Agreement shall remain in force (the "Engagement Term") for a period of six (6) months from the date of signing this Engagement Agreement and may thereafter be terminated by either party upon thirty (30) days prior written notice to the other; provided, however, that either party may terminate this

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Engagement Agreement by written notice immediately upon the closing of a Sale or Restructuring. Upon the termination of this Engagement Agreement, neither party shall have any further obligations to the other except that: (a) termination of the Engagement Agreement shall not affect SSG's right to indemnification under the Indemnification paragraph below; (b) Picture People shall remain obligated to pay SSG any unpaid Monthly Fees and to reimburse SSG for any expenses incurred through the date of the termination of the Engagement Agreement; and (c) if a Sale is consummated within twelve (12) months ("Trailer Term") of the termination of this Engagement Agreement with a party with whom SSG had contact during the Engagement Term, Picture People shall remain obligated to pay a Sale Fee, as calculated above. Sections B, D, E, F and G (entitled Compensation, Term of Engagement, Indemnification, Miscellaneous, and Scope of Duties, respectively) of this Engagement Agreement shall survive the expiration or termination of this Engagement Agreement indefinitely.

E. **Indemnification**

The Company hereby acknowledges and agrees to the indemnification arrangements between the parties hereto as described on Attachment A hereto, which Attachment is incorporated herein and forms an integral part hereof.

F. **Miscellaneous**

No fee payable to any other investment banker or finder by Picture People in connection with the subject matter of this engagement shall reduce or otherwise affect any fee payable to SSG hereunder. This Engagement Agreement sets forth the entire understanding of the parties relating to the subject matter hereof and supersedes and cancels any prior communications, understandings and agreements between the parties hereto. This Engagement Agreement cannot be modified or changed, nor can any of its provisions be waived, except by written agreement signed by both parties. The benefits of this Engagement Agreement shall inure to the respective successors and assigns of the parties hereto and of the Indemnified Parties and their respective successors, assigns and representatives, and the obligations and liabilities assumed in this Engagement Agreement by the parties hereto shall be binding upon their respective successors and assigns. This Engagement Agreement shall be governed by the laws of the State of Delaware without giving effect to its conflicts of laws principles or rules.

In the event the Company files one or more Chapter 11 Bankruptcy proceedings, either voluntary or involuntary, during the Engagement Term, the Company shall use its commercially reasonable efforts to have SSG employed upon the same or substantially similar terms and shall have this Engagement Agreement and SSG's retention as the Company's exclusive investment banker approved by a Court of competent jurisdiction.

This Engagement Agreement may be executed in any number of counterparts, which counterparts, taken together, shall constitute one and the same Engagement Agreement.

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G. **Scope of Duties**

Picture People hereby acknowledges and agrees that: (a) it has retained SSG for the limited purposes set forth in this Engagement Agreement and that the rights and obligations of the parties hereto are contractual in nature; and (b) SSG has not made any warranties or guarantees of any nature with respect to the success or satisfactory conclusion of any Sale or Restructuring or as to the economic, financial or other results which may be obtained or experienced by the Company as a result thereof. Both Picture People and SSG disclaim any intention to impose fiduciary duties or obligations on the other by virtue of the engagement contemplated by this Engagement Agreement and no other person or entity shall have any rights or obligations hereunder except as expressly provided herein.

H. **Other Matters**

Picture People agrees that SSG has the right, following the Sale or Restructuring closing, to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder.

In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), SSG is required to obtain, verify and record information that identifies its clients, which information may include the name and address of Picture People and its senior management team as well as other information that will allow SSG to properly identify its clients. Additionally, SSG maintains important disclosures on the web site www.ssgca.com. These disclosures may be updated periodically on an as-needed basis. Picture People agrees to accept and receive all of these disclosures by electronically accessing the website referenced above and acknowledges that printed hard copies of these disclosures are available upon request by contacting SSG directly at (610) 940-1094.

I. **Securities Platform**

All transactions involving the sale or purchase of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under) are offered through SSG Capital Advisors, LLC. ("SCA"), an affiliated Pennsylvania corporation and registered Broker-Dealer in good standing with the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). Principals of SSG are registered representatives of SCA. Therefore, SCA is included collectively as "SSG" with all the rights and obligations thereto under the terms of this Engagement Agreement.

To the extent the Sale Fee or Restructuring Fee is payable to SSG in connection with the Sale or Restructuring constituting the purchase or sale of any security (as defined by the Securities Exchange Act of 1934 or the rules and regulations promulgated there under), such Sale Fee or Restructuring Fee shall be specifically paid to SCA. Under no circumstance will Picture People be obligated to pay a fee in an aggregate amount in excess of the amount provided in this Engagement Agreement. Payment of the fee to SCA shall constitute and be deemed payment of the fee in this Engagement Agreement.

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Any amendment, modification or other changes to this Engagement Agreement must be in writing and signed by both parties to be enforceable.

Please indicate your acceptance of the foregoing by executing and returning the enclosed copy of this letter.

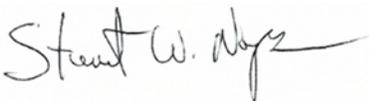
SSG ADVISORS, LLC



By: _____
J. Scott Victor
Managing Director

ACCEPTED:

TPP ACQUISITION, INC. D/B/A THE PICTURE PEOPLE



By: _____
Stuart Noyes
Chief Restructuring Officer

08/12/2016
_____ Date

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ATTACHMENT A INDEMNIFICATION PROVISIONS

The Company agrees to indemnify, defend and hold harmless SSG and SCA and its affiliates, the respective partners, members, directors, officers, agents and employees of SSG and its affiliates and each other person, if any, controlling SSG or its affiliates (the foregoing being referred to herein individually as an "Indemnified Party" and collectively as the "Indemnified Parties") from and against any and all losses, claims, damages, liabilities or costs, as and when incurred, to which such Indemnified Party may become subject to or which are asserted against any Indemnified Party, directly or indirectly, in any way related to SSG's acting for the Company under the Engagement Agreement of which this Attachment A forms a part, including, without limitation, in connection with: (a) any act or omission by SSG related to its engagement as financial advisor under the Engagement Agreement; or (b) SSG's acceptance, or its performance or non-performance, of its obligations under said Engagement Agreement. The Company will reimburse the Indemnified Parties for any legal or other expenses incurred by them, as and when incurred, in connection with investigating, preparing or defending any such losses, claims, damages or liabilities or any action in respect thereof, whether or not in connection with pending or threatened litigation, and whether or not any Indemnified Party is a party thereto; provided, however, that the Company shall not be liable under the foregoing indemnity agreement in respect of any liability to the extent that such liability is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, to have resulted primarily from SSG's gross negligence or willful misconduct in the performance of its duties under said Engagement Agreement. The Company agrees that reliance by SSG on any publicly-available information, the information supplied by the Company to SSG in connection with said Engagement Agreement or any directions furnished by the Company shall not constitute negligence, bad faith or willful misconduct by SSG.

In order to provide for just and equitable contribution, if a claim for indemnification is made pursuant to said Engagement Agreement but it is found in a final judgment by a court of competent jurisdiction, not subject to further appeal, that such indemnification may not be enforced in such case, the Indemnified Parties, on the one hand, and the Company, on the other hand, shall each contribute to the amount paid or payable as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the Indemnified Parties, on the one hand, and the Company, on the other hand, and the relative benefits to the Indemnified Parties, on the one hand, and the Company, on the other hand, arising out of the particular matter or transaction which gave rise to such loss, claim, damage, liability or costs, and all other relevant equitable considerations shall also be taken into account. No person found liable for a fraudulent misrepresentation shall be entitled to contribution from any person who is not also found liable for such fraudulent misrepresentation. Notwithstanding the foregoing, SSG shall not be obligated to contribute any amount hereunder that exceeds the amount of fees previously received by SSG hereunder.

The provisions of this Attachment A shall survive any termination of said Engagement Agreement.

Exhibit C

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	Chapter 11
	§	
TPP ACQUISITION, INC. d/b/a The Picture People,	§	Case No. 16-33437-hdh-11
	§	
Debtor.	§	

**ORDER PURSUANT TO 11 U.S.C. §§ 327(a), 328(a), and 1107(b) AUTHORIZING
THE RETENTION OF SSG ADVISORS, LLC AS DEBTOR’S
INVESTMENT BANKER NUNC PRO TUNC TO THE PETITION DATE**

On _____, 2016, the Court conducted a hearing to consider *Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b) Authorizing the Retention of SSG Advisors, LLC as Debtor’s Investment Banker Nunc Pro Tunc to the Petition Date* (the “Application”), filed by the above-captioned Debtor (the “Debtor”). The Court finds that: (i) it has jurisdiction over the matters raised in the Application pursuant to 28 U.S.C. §§ 157 and 1334; (ii) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (iii) the relief requested in the Application is in the best interests of Debtor, its estate, and its creditors; (iv) proper and adequate notice of the Application has been given and no other or further notice

is necessary; (v) SSG Advisors, LLC (“SSG”) (a) holds no interest adverse to Debtor or its estates in the matters upon which it is sought to be engaged; (b) is a disinterested person as that term is defined pursuant to 11 U.S.C § 101(14) and as required by 11 U.S.C. § 327; and (c) has disclosed any connections with Debtor, creditors, any other party in interest, their respective attorneys and accountants, the United States trustee, or any person employed in the office of the United States trustee as required by Bankruptcy Rule 2014; (vi) none of the representations or engagements set out in the *Declaration of J. Scott Victor in Support of Debtor’s Application for Entry of an Order Pursuant to 11 U.S.C. §§ 327(a), 328(a), and 1107(b) Authorizing the Retention of SSG Advisors, LLC as Debtor’s Investment Banker Nunc Pro Tunc to the Petition Date* constitute a conflict-of-interest or impair the disinterestedness of SSG or otherwise preclude Debtor’s retention of SSG in the Chapter 11 Case; and (vii) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

IT IS HEREBY ORDERED THAT:

1. The Application is GRANTED.
2. Pursuant to sections 327(a), 328(a), and 1107(b) of the Bankruptcy Code, Debtor is hereby authorized to retain SSG as its investment banker in the Chapter 11 Case *nunc pro tunc* to the Petition Date under the terms and conditions set forth in the Application and the Engagement Letter.³
3. SSG is authorized to perform any and all investment advisory services for Debtor that are necessary or appropriate in connection with the Chapter 11 Case.
4. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, or the Local Bankruptcy Rules, Orders of this Court, or any guidelines regarding

³ Capitalized terms not otherwise defined herein have the meanings ascribed to such terms in the Application.

submission and approval of fee applications, SSG shall be compensated pursuant to the terms of the Engagement Letter without being required to file interim fee applications as contemplated by Bankruptcy Code §§ 330 and 331.

5. SSG shall file a final fee application that sets forth a summary of all fees earned and expenses reimbursed in this case. SSG is permitted to submit such final fee application without time records.

6. Debtor's indemnification obligations set forth in the Engagement Letter are approved as customary and reasonable for investment bankers in Chapter 11 bankruptcy cases.

7. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Order.

END OF ORDER

Submitted by:

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Ian T. Peck
State Bar No. 24013306
Jarom J. Yates
State Bar No. 24071134
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PROPOSED ATTORNEYS FOR DEBTOR