

**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. §

**FOURTH SUPPLEMENTAL NOTICE OF (I) DEBTOR’S REQUEST  
FOR AUTHORITY TO ASSUME AND ASSIGN EXECUTORY  
CONTRACTS AND (II) DEBTOR’S PROPOSED CURE AMOUNT**

**Re: (a) SunGard Availability Services, LP, Agreements for Data Center/Colocation Services, and (b) L3 Communications (Formerly TW Telecom), Telecom/Phone Contract and Service Orders**

PLEASE TAKE NOTICE that on September 2, 2016, TPP Acquisition, Inc. d/b/a The Picture People, debtor-in-possession in the above-referenced chapter 11 cases (the “Debtor”), filed a voluntary petition for relief under Chapter 11 of Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Texas (the “Court”).

PLEASE TAKE FURTHER NOTICE that on November 2, 2016, the Court entered the “*Order Granting The Debtor’s Motion, Pursuant To Bankruptcy Code Sections 105(A), 363, And 365, And Bankruptcy Rules 2002, 6004, And 6006, For Entry Of An Order Authorizing The Sale Of Assets Free And Clear Of All Liens, Claims, Encumbrances, And Other Interests And Granting Related Relief*”, dated November 2, 2016 [Docket No. 355] (the “Sale Order”),<sup>1</sup> which authorized and approved, among other things, (a) the Sale of substantially all of the Debtor’s Assets free and clear of liens, claims, and encumbrances and other interests to TPP OPERATING, INC. (the “Purchaser”), in accordance with the terms of the Amended and Restated Asset Purchase Agreement, dated as of September 29, 2016 [Docket No. 180] (as amended, the “Amended Stalking Horse APA”), and (b) certain procedures applicable to the assumption and assignment of certain executory contracts and unexpired leases following the Closing, (the “Assumption and Assignment Procedures”).

PLEASE TAKE FURTHER NOTICE that pursuant to Section 1.6(c) of the Amended Stalking Horse APA, on February 28, 2017, Purchaser provided a notice to the Debtor designating the contracts on the attached Exhibit “A” for assumption and assignment to Purchaser.

Obtaining Additional Information

Additional copies of the Motion, the Bidding Procedures Order, the Bidding Procedures and any other related documents are available upon request to counsel for the Debtor Robert D. Albergotti and Jarom J. Yates, Haynes and Boone LLP, 2323 Victory Ave, Suite 700, Dallas, TX 75219, robert.albergotti@haynesboone.com, [jarom.yates@haynesboone.com](mailto:jarom.yates@haynesboone.com).

<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Order.



Assumed and Assigned Contract Objection Procedures

Assumed and Assigned Contract Objection Procedures Pursuant to the Assumption and Assignment Procedures, a party in interest may object following to the proposed assumption and assignment by the Debtor of a Remaining Contract following the Closing. Any such objection to the proposed assumption and assignment by the Debtor of a Remaining Contract following the Closing must (a) be in writing; (b) be signed by counsel or attested to by the objecting party; (c) be in conformity with the Bankruptcy Rules and applicable local rules; (d) be filed with the Clerk of the Bankruptcy Court for the Northern District of Texas, Clerk of the Bankruptcy Court for the Northern District of Texas, United States Bankruptcy Court, Northern District of Texas – Dallas Division, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254 Dallas, TX 75242-1496, by no later than no later than fifteen days after the date the Debtor served this Notice (the “Objection Deadline”); (e) be served in accordance with applicable local rules so as to be received on or before the Objection Deadline by the following: (i) counsel for the Debtor, Haynes and Boone LLP, 2323 Victory Ave, Suite 700, Dallas, TX 75219 (attn.: Robert D. Albergotti and Jarom J. Yates), Email: robert.albergotti@haynesboone.com; jarom.yates@haynesboone.com; (ii) counsel for the Stalking Horse Bidder, Riemer & Braunstein LLP, Times Square Tower, Seven Times Square, New York, NY 10036 (attn.: Donald E. Rothman and Steven E. Fox), Email: drothman@riemerlaw.com; sfox@riemerlaw.com; and Vinson & Elkins L.L.P., 3700 Trammell Crow Center, 2001 Ross Avenue, Suite 3700, Dallas, TX 75201-2975 (attn.: Josiah M. Daniel, III), Email: jdaniel@velaw.com; (iii) co-counsel for the Official Committee of Unsecured Creditors, Gibson, Dunn & Crutcher LLP, 333 South Grand Avenue, Los Angeles, CA 90071-3197 (attn.: Samuel Newman), Email: SNewman@gibsondunn.com; and Emmert & Parvin LLP, 1701 N. Market St., Suite 404, Dallas, TX 75202 (attn.: Wade Emmert), Email: wade@emmertparvin.com; and (iv) Office of the United States Trustee for the Northern District of Texas, 1100 Commerce St. # 976, Dallas, TX 75242 (the “Notice Parties”); (f) identify the Lease or Contract to which the objector is party; (g) describe with particularity any cure the claimant contends is required under Section 365 of the Bankruptcy Code (the “Cure Claim”) and identify the basis(es) of the alleged Cure Claim under the Contract or Lease; (h) attach all documents supporting or evidencing the Cure Claim; and (i) if the response contains an objection to Adequate Assurance, state with specificity what the objecting party believes is required to provide Adequate Assurance.

PLEASE TAKE FURTHER NOTICE that if a timely permitted objection is properly filed and served on the Assumption Notice Parties in the manner specified above, unless the parties agree otherwise in writing, a hearing will be scheduled to consider that objection.

PLEASE TAKE FURTHER NOTICE that if no timely permitted objection is filed and served with respect to the Assumption Notice, any non-Debtor party to such Remaining Contract shall be deemed to have provided the required consent to the assumption and assignment of such Remaining Contract, and the Debtor shall present a Proposed Assumption Order for entry by the Court. A Proposed Assumption Order is attached hereto as Exhibit “B”.

PLEASE TAKE FURTHER NOTICE that if that objection is overruled by the Court or withdrawn, the Proposed Assumption Order shall be entered and shall become a final Assumption Order and shall provide that the assumption and assignment of the affected Remaining Contract shall be deemed effective as of the date of the Assumption Notice.

[Remainder of Page Intentionally Left Blank]

Dated: March 2, 2017

**HAYNES AND BOONE, LLP**

By: /s/ Robert D. Albergotti

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**ATTORNEYS FOR DEBTOR**

**Exhibit A**

<b>Contract Counterparty</b>	<b>Description of Contract/Lease</b>	<b>Proposed Cure Amount</b>
SunGard Availability Services, LP	Agreements for Data Center/Colocation Services	\$0
L3 Communications (Formerly TW Telecom)	Telecom/Phone Contract and Service Orders	\$0

**Exhibit B**

**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 AUTHORIZING THE ASSUMPTION AND ASSIGNMENT  
OF EXECUTORY CONTRACTS PURSUANT TO BANKRUPTCY CODE § 365**  
[Docket No. \_\_\_\_]

Upon the Assumption and Assignment Procedures contained in the *Order Granting The Debtor's Motion, Pursuant To Bankruptcy Code Sections 105(A), 363, And 365, And Bankruptcy Rules 2002, 6004, And 6006, For Entry Of An Order Authorizing The Sale Of Assets Free And Clear Of All Liens, Claims, Encumbrances, And Other Interests And Granting Related Relief* [Docket No. 355] (the "Sale Order")<sup>1</sup> and the above captioned debtor (the "Debtor") having filed the *Fourth Supplemental Notice Of (I) Debtor's Request For Authority To Assume And Assign Executory*

<sup>1</sup> All capitalized terms used but not defined herein shall have the meaning ascribed to them in the Sale Order.

*Contracts and (II) Debtor's Proposed Cure Amounts*, dated March 2, 2017 [Docket No. \_\_\_\_] (the "Assumption Notice"); and the relief requested therein being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper in the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Assumption Notice having been provided, and it appearing that no other further notice need be provided; and it appearing that no objections to the Assumption Notice were timely filed; and it appearing that requested relief is in the best interests of the Debtor, its estate and creditors and other parties-in-interest; and upon the record of the Sale Hearing and all other pleadings and proceedings in this Chapter 11 Case, and after due deliberation and good and sufficient cause appearing therefor;

IT IS HEREBY FOUND AND DETERMINED:

1. TPP Operating, Inc. provided adequate assurance of future performance under the contracts listed on Exhibit A in accordance with Bankruptcy Code § 365(f)(2)(B) and Bankruptcy Code § 365(b)(3).

2. Assumption of the contracts listed on Exhibit A by the Debtor is approved, final, and effective pursuant to Bankruptcy Code § 365, subject to payment of the Cure Amounts, if any, set forth on Exhibit A, as of November 8, 2016.

3. Assignment of the contracts listed on Exhibit A by the Debtor to TPP Operating, Inc. is approved, final, and effective pursuant to Bankruptcy Code § 365, subject to payment of the Cure Amounts, if any, set forth on Exhibit A, as of the date of November 8, 2016.

4. The terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

5. This Court shall retain jurisdiction with respect to all matters relating to the interpretation and implementation of this Order.

**### END OF ORDER ###**

**Submitted By:**

**HAYNES AND BOONE, LLP**

Robert D. Albergotti  
State Bar No. 00969800  
Ian T. Peck  
State Bar No. 24013306  
Jarom J. Yates  
State Bar No. 24071134

**HAYNES AND BOONE, LLP**

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**ATTORNEYS FOR DEBTOR**



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