



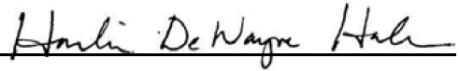
CLERK, U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF TEXAS

ENTERED

THE DATE OF ENTRY IS ON
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 8, 2016


United States Bankruptcy Judge

**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. §

**ORDER AUTHORIZING THE DEBTOR TO HONOR CERTAIN PREPETITION
OBLIGATIONS TO CUSTOMERS AND TO OTHERWISE CONTINUE CUSTOMER
PROGRAMS IN THE ORDINARY COURSE OF BUSINESS**

On September 7, 2016, the Court conducted a hearing to consider the *Debtor's* *Emergency Motion for an Order Authorizing the Debtor to Honor Certain Prepetition Obligations to Customers and to Otherwise Continue Customer Programs in the Ordinary Course of Business* (the "Motion"), filed by the above-captioned debtor (the "Debtor"). The Court finds that: (i) it has jurisdiction over the matters raised in the Motion 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 Motion is in the best interests of the Debtor, its estate, and its creditors; (iv) proper and adequate notice of the Motion has been given and no other or further notice is necessary; and (v) 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 Motion is GRANTED.
2. The Debtor, in its business judgment, is authorized (but not directed) to perform and fully honor its prepetition obligations under and related to the Customer Programs, and any related programs, as it deems appropriate, in the ordinary course of business, without further application to or order of the Court. For the avoidance of doubt, the Customer Programs include, without limitation, the following: (i) the Gift Card Program; (ii) the Groupon Program and other similar coupon programs as described in the Motion; and (iii) the Portrait Rewards Program.¹
3. The Debtor, in its business judgment, is authorized (but not directed) to continue, renew, replace, implement a new, and/or terminate the Customer Programs, and any related programs, as it deems appropriate, in the ordinary course of business, without further application to the Court.
4. The Debtor is authorized (but not directed), in its discretion, to pay, honor or otherwise satisfy all prepetition Customer Obligations, in the ordinary course of business, in the same manner and on the same basis as it honored such obligations prior to the commencement of this chapter 11 case, including, but not limited to, any prepetition processing costs and fees associated with the Customer Programs.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Motion.

5. Notwithstanding anything to the contrary herein, all authorization for payment provided herein is subject to the terms and conditions of any order entered in this Chapter 11 Case approving debtor-in-possession financing or use of cash collateral and to the Budget (as defined and provided in any such order approving debtor-in-possession financing or use of cash collateral).

6. The Debtor's banks shall be, and hereby are, authorized, when requested by the Debtor in its discretion, to receive, process, honor and pay any and all checks or electronic fund transfers drawn on the Debtor's bank accounts on account of the Customer Programs, whether those checks were presented prior to or after the Petition Date, provided that sufficient funds are available in the applicable accounts to make the payments.

7. The Debtor's banks may rely on the representations of the Debtor with respect to whether any check or other transfer drawn or issued by the Debtor prior to the Petition Date should be honored pursuant to this Order, and any such bank shall not have any liability to any party for relying on such representation by the Debtor as provided for in this Order.

8. Nothing herein shall be construed to limit, or in any way affect, the Debtor's ability to dispute any claim with respect to the Customer Programs or any related programs.

9. Nothing contained in this Order shall be deemed to constitute an assumption of any executory contract pursuant to Bankruptcy Code § 365.

10. The requirements of Bankruptcy Rule 6003 are satisfied and the relief requested is necessary to avoid immediate and irreparable harm.

11. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon entry hereof.

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

END OF ORDER

Submitted by:

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
2323 Victory Avenue, Suite 700
Dallas, TX 75219
Telephone: 214.651.5000
Facsimile: 214.651.5940
Email: robert.albergotti@haynesboone.com
Email: ian.peck@haynesboone.com
Email: jarom.yates@haynesboone.com

PROPOSED ATTORNEYS FOR DEBTOR