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**IN THE UNITED STATES BANKRUPTCY COURT  
 FOR THE DISTRICT OF NEVADA**

In re:  
 Jagged Peak, Inc., a Nevada corporation,  
☒ Affects this Debtor.

Case No.: BK-S-19-15959-MKN  
 Chapter 11

**LEAD CASE**

**Jointly Administered with:**

In re:  
 TradeGlobal, LLC, a Delaware limited liability  
 company,  
☐ Affects this Debtor.

Case No.: BK-S-19-15960-MKN  
 Chapter 11

In re:  
 TradeGlobal North America Holding, Inc., a  
 Delaware corporation,  
☐ Affects this Debtor.

Case No.: BK-S-19-15961-MKN  
 Chapter 11

**OST REQUESTED  
 OST REQUESTED**

**DECLARATION OF JEREMY ROSENTHAL IN SUPPORT OF  
 MOTION OF JAGGED PEAK, INC. TO EXTEND DEADLINE PURSUANT TO  
 11 U.S.C. § 365(d)(4) TO ASSUME OR REJECT UNEXPIRED LEASE FOR REAL  
 PROPERTY LOCATED AT 201 17th STREET SOUTH., ST. PETERSBURG, FLORIDA**

I, Jeremy Rosenthal, hereby declare, under penalty of perjury under the laws of the  
 United States of America, as follows:

1. I am the Chief Restructuring Officer ("CRO") of debtors and debtors-in-

1 possession Jagged Peak, Inc. ("Jagged Peak"), Trade Global LLC ("TradeGlobal"), and Trade  
2 Global North America Holding, Inc. ("TGNA," and, collectively with Jagged Peak and  
3 TradeGlobal, "Debtors"). In my capacity as CRO, I am responsible for overseeing the Debtors'  
4 operations during the pendency of these Chapter 11 Cases, and to generally manage the Debtors'  
5 efforts to maximize the value of the estates.

6 2. I submit this declaration in support of the *Motion of Jagged Peak, Inc. to Extend*  
7 *Deadline Pursuant to 11 U.S.C. § 365(d)(4) to Assume or Reject Unexpired Lease for Real*  
8 *Property Located at 201 17th Street South., St. Petersburg, Florida* (the "Motion").

9 3. I began working with the Debtors on or about August 29, 2019 and have  
10 developed extensive knowledge of the Debtors' operations and finances. Except as otherwise  
11 indicated, all facts set forth in this declaration are based upon my personal knowledge of the  
12 Debtors' operations and finances, information learned from my review of relevant documents,  
13 and information supplied to me by other members of the Debtors' management and the Debtors'  
14 business and legal advisors.

15 4. The Debtors remain in possession of their property and continue in the operation  
16 and management of their businesses as debtors-in-possession under Sections 1107 and 1108 of  
17 the Bankruptcy Code.

18 5. On November 27, 2019, the Bankruptcy Court entered an order, which was  
19 thereafter amended on December 2, 2019 (as amended, the "Jagged Peak Sale Order"),  
20 approving a sale by Jagged Peak of substantially all of its assets (the "Purchased Assets") and the  
21 assumption and assignment of certain executory contracts and unexpired leases (the "Assumed  
22 Contracts") to ID Logistics US, Inc. (the "Purchaser") on the terms set forth in the *Asset*  
23 *Purchase Agreement* by and between Jagged Peak, Inc. and ID Logistics US, Inc. dated  
24 November 11, 2019 (the "Jagged Peak APA"). See ECF No. 345.

25 6. On December 2, 2019, the Bankruptcy Court entered an order (the "TradeGlobal  
26 Sale Order"), approving a sale by TradeGlobal of substantially all of its assets and the  
27 assumption and assignment of certain executory contracts and unexpired leases to Visible Supply  
28 Chain Management, LLC ("VSCM") on the terms set forth in the *Asset Purchase Agreement* by

1 and between TradeGlobal, LLC and Visible Supply Chain Management, LLC dated November  
2 18, 2019 (the “TradeGlobal APA,” and together with the Jagged Peak APA, the “Purchase  
3 Agreements”). See ECF No. 346.

4 7. As contemplated by the Purchase Agreements, in connection with the closing of  
5 the transactions approved by the Jagged Peak and TradeGlobal Sale Orders, the Debtors, the  
6 Purchaser, and VSCM entered into a Transitional Services Agreement dated December 11, 2019  
7 (the “TSA”), setting forth terms and conditions for the provision of various services by each of  
8 them for varying lengths of time to facilitate the transfer of assets sold under the Purchase  
9 Agreements.

10 8. Under the Jagged Peak APA, Jagged Peak and the Purchaser agreed, *inter alia*,  
11 that the Purchaser would be entitled, at its sole discretion and at its sole expense, to request that  
12 Jagged Peak maintain in effect any Excluded Contract (as defined therein) for up to three months  
13 after the closing for the purpose of passing through the benefits of such Excluded Contract to the  
14 Purchaser, subject to the Purchaser’s timely payment of any costs associated with such Excluded  
15 Contract, and that Jagged Peak would consider in good faith any such request and use  
16 commercially reasonable efforts to maintain in effect any such Excluded Contract and not reject  
17 any such Excluded Contract. See Jagged Peak APA, ECF No. 254, at § 5.18.

18 9. Jagged Peak is party to an unexpired lease agreement dated November 15, 2017  
19 with GSFT 201 17th Street, LLC (the “Landlord”) relating to the operation of a warehouse and  
20 logistics facility on the real property commonly known as at 201 17th Street S., St. Petersburg,  
21 Florida 33712 (the “St. Petersburg Premises”). A copy of the Lease is attached to the Motion as  
22 Exhibit 2.

23 10. The Lease is not an Assumed Contract under the Jagged Peak APA, and has not  
24 been assumed or assigned to the Purchaser. Jagged Peak contemplates that the Lease will be  
25 rejected, and an escrow account was established and funded by the Purchaser on the Closing  
26 Date in the amount of \$700,000 for payment of rejection damages claims up to that amount,  
27 including the Landlord’s projected rejected damages claim. Any balance remaining in the  
28 escrow account will be returned to the Purchaser in accordance with the provisions of the Jagged

Peak APA. However, in order to accomplish the transfer of the Purchased Assets as authorized by the Sale Order, facilitate the purposes of the sale transaction, and assist with the transition of Jagged Peak's business to the Purchaser, the Purchaser requested the temporary use of the St. Petersburg Premises through no later than March 31, 2020.

11. Jagged Peak considered the Purchaser's request in good faith and negotiated an arrangement for the purpose of passing through the benefits of the Lease to the Purchaser in accordance with the Jagged Peak APA, which arrangement is set forth in a Services Agreement between Jagged Peak and the Purchaser under the TSA (the "Lease Exhibit"), attached to the Motion as **Exhibit 3**. Pursuant to the TSA and the Lease Exhibit, Jagged Peak has agreed, *inter alia*,

- (i) not to reject or cause the effective date of the rejection of the Lease to occur before March 31, 2020,
- (ii) to file a motion prior to January 1, 2020, seeking an extension of the deadline imposed by Section 365(d)(4) of the Bankruptcy Code and to use its commercially reasonable best efforts to have an appropriate order entered by the Court before January 14, 2020, extending its deadline to reject the Lease to a date that is not sooner than March 31, 2020;
- (iii) to allow ID Logistics to use and occupy the St. Petersburg Premises during the period commencing on the Closing Date and ending March 31, 2010, and use its reasonable best efforts to ensure that ID Logistics is permitted to use and occupy the premises in a manner consistent with Jagged Peak's historical practice; and
- (iv) that the Purchaser may terminate the Lease Exhibit and the services to be provided thereunder upon ten (10) days' prior written notice to Jagged Peak.

12. In exchange, the Purchaser will reimburse Jagged Peak for all costs and expenses incurred in connection with maintaining the Lease, including all rent and other out-of-pocket costs payable by Jagged Peak under the Lease in respect of, or allocable to, the period commencing on the Closing Date and ending on March 31, 2020.<sup>1</sup> The Purchaser will pay rent and other known amounts in advance, without the necessity of invoicing by Jagged Peak. To the

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<sup>1</sup> The Purchaser's obligation to pay such costs excludes capital expenditures not required under the Lease or which can be delayed or avoided without terminating the lease during the period the premises are to be occupied by the Purchaser, and the Purchaser shall only be required to reimburse Jagged Peak for capital expenditures to the extent Jagged Peak would not have been obligated in respect of such Capital Expenditures had the Lease been rejected at the same time all other Excluded Contracts (as defined in the Jagged Peak APA) are rejected.

1 extent Jagged Peak receives any invoice from the Landlord, Jagged Peak shall, within ten (10)  
2 days of its receipt thereof, forward the same to the Purchaser and the Purchaser shall pay the  
3 amounts due on such invoice within the terms thereof.

4 13. In order to facilitate the Purchaser's access to and use of the St. Petersburg  
5 Premises during this period, Jagged Peak must remain a tenant of the St. Petersburg Premises.  
6 However, the Lease will be deemed rejected pursuant to 11 U.S.C. § 365(d)(4) if it is not  
7 assumed or rejected by January 14, 2020 absent an order from this Court extending the deadline  
8 for "cause" by January 14, 2020.

9 14. The proposed extension of time is necessary, appropriate, and in the best interest  
10 of Jagged Peak's estate. The Purchaser requires the temporary use of the St. Petersburg Premises  
11 through March 31, 2020 in order to implement the Sale Order and facilitate the transfer of the  
12 Purchased Assets and therefore, the Lease is critical to Jagged Peak's ongoing reorganization.  
13 Moreover, Jagged Peak is current with respect to its obligations under the Lease, and the  
14 Landlord will continue to be compensated under the terms of the Lease. Extension of the time  
15 for Jagged Peak to assume or reject the Lease will not subject the Landlord to any additional  
16 risk; rather, the Debtor's obligations under the terms of the Lease will be timely paid under  
17 Section 365(d)(3) for an extended period, while the funds available to pay the Landlord's  
18 projected rejection damages claim will continue to be held in escrow. The estate will not bear  
19 the costs incurred as a result of the extension, which will be paid by the Purchaser. Therefore,  
20 neither the Landlord nor Jagged Peak's estate will be prejudiced by a short extension of time to  
21 assume or reject the Lease.

22 I declare under penalty of perjury of the laws of the United States that these facts are true  
23 to the best of my knowledge and belief.

24 DATED this 19th day of December, 2019.

25 By:   
26 JEREMY ROSENTHAL

27 4842-9252-2159, v. 2  
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