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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 Hearing Date: June 17, 2020 Hearing Time: 9:30 a.m.

DECLARATION OF JEREMY ROSENTHAL IN SUPPORT OF DEBTORS' EIGHTH MOTION FOR ORDER EXTENDING THE EXCLUSIVE PERIODS TO FILE AND SECURE ACCEPTANCE OF DEBTORS' PLAN OF REORGANIZATION PURSUANT TO 11 U.S.C. § 1121(d)

I, Jeremy Rosenthal, declare, under penalty of perjury, as follows:

1. I am the Chief Restructuring Officer ("CRO") of debtors-in-possession Jagged Peak, Inc. ("Jagged Peak"), TradeGlobal, LLC ("TradeGlobal"), and TradeGlobal North America

Holding, Inc., ("TGNA" and, collectively with Jagged Peak and TradeGlobal "Debtors"). In my capacity as CRO, I am responsible for overseeing the Debtors' operations during the pendency of these Chapter 11 Cases, and to generally manage the Debtors' efforts to maximize the value of the estates.

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

3. I make this Declaration in support of the *Debtors' Eighth Motion for Order Extending the Exclusive Periods to File and Secure Acceptance of Debtors' Plan of Reorganization Pursuant to 11 U.S.C. § 1121(d)* (the "Motion").[1] If called upon to testify as to the content of this Declaration, I could and would do so.

4. The primary reason for the requested extension is to permit the Debtors and the official committee of unsecured creditors appointed in these cases (the "Committee") to continue and conclude their negotiations with Nespresso USA, Inc. ("Nespresso") and Singapore Post Limited ("SingPost") for a global resolution of their claims which will hopefully culminate in, and be effectuated by, a consensual plan to the benefit of the Debtors' estates and stakeholders. Nespresso and SingPost are the two largest creditors in these Chapter 11 Cases. It is expected that if the Debtors and Committee are successful in negotiating a settlement with Nespresso and SingPost, it will enable the timely confirmation of a plan, and will minimize or eliminate any costly confirmation litigation that may otherwise ensue.

5. In the Motion, Debtors request an order extending the period for filing a plan of reorganization up to and including May 22, 2020, and the 180-day period for securing acceptance of the plan to the fourteenth business day after the plan confirmation hearing is concluded. The

[1] All capitalized, undefined terms shall have the meanings ascribed to them in the Motion.

relief requested in the Motion is not sought against the Committee, for whom the exclusive period expired on April 1, 2020.

6. This is Debtors' eighth request to extend the exclusive periods to file and secure acceptance of a plan of reorganization pursuant to 11 U.S.C. § 1121(d). In connection with the Debtors' first request for such extensions, the Debtors and Committee entered into a *Stipulation to Extend the Exclusive Period to File and Secure Acceptance of Debtors' Plan of Reorganization Pursuant to 11 U.S.C. § 1121(d) Through April 1, 2020 as to the Official Committee of Unsecured Creditors* (Docket No. 489) (the "UCC Stipulation"). Pursuant to the UCC Stipulation, the Debtors agreed that their exclusive period to file a plan would terminate, as to the Committee only, on April 1, 2020 and that the Debtors would not seek any further extensions of the exclusive periods as to the Committee only. The Debtors do not now seek to amend, alter, or otherwise modify the UCC Stipulation in any respect. Rather, the Debtors seek to extend their exclusive periods as to parties other than the Committee.

7. The Debtors were in the business of supporting clients' e-commerce operations by harnessing technology and had nearly 800 dedicated and hard-working rank-and-file employees to process, fulfill and ship consumer and medical goods across the United States.

8. Jagged Peak was a logistic company with multi-national clients serviced by its proprietary software product, EDGE™ (Enterprise Dynamic Global Engine), which enabled companies to control and coordinate multi-channel orders, catalogs, multi-warehouse inventories, and delivery across multiple customers, suppliers, employees, locations, and partners. The EDGE™ platform was a critical competitive advantage for Jagged Peak.

9. In addition to the EDGE™ platform, Jagged Peak managed warehouses where it stored, packed and shipped over $900 million in goods for clients every year. Jagged Peak managed all facets of a customer's e-commerce operations from order processing, selecting items, packing boxes and shipping orders for final delivery by third-party shipping companies.

10. TradeGlobal also provided a sophisticated software as a service (SaS) platform called Cross-Border. Cross-Border enabled TradeGlobal's customers to sell and ship products

from the United States into international markets by managing shipping costs, tariffs and duties, and supporting the customer in complying with foreign laws and regulations.

11. TradeGlobal and Jagged Peak worked closely with one another in conducting their business operations. TradeGlobal and Jagged Peak shared certain relationships with key suppliers and Jagged Peak contracts with TradeGlobal for it to pack and ship goods in the Midwest region of the United States for Jagged Peak's largest customer. TradeGlobal utilized Jagged Peak's sophisticated EDGE™ software platform to fulfill orders for Jagged Peak efficiently and cost effectively.

12. As the Court is aware, the Debtors worked very quickly to sell their respective businesses. The hearing to consider the Jagged Peak and TradeGlobal Sales was held on November 20, 2019. Prior to the hearing, the Debtors resolved approximately 25 formal and informal objections or responses to the Sale Motion by creditors and parties-in-interest.

13. As contemplated by the Purchase Agreements, in connection with the closing of the Sales approved by the Jagged Peak and TradeGlobal Sale Orders, the Debtors, and the two purchasers negotiated a Transitional Services Agreement dated December 11, 2019 (the "TSA"), setting forth terms and conditions for the provision of various services by each of them for varying lengths of time to facilitate the transfer of assets sold under the Purchase Agreements and to enable the Debtors to continue the administration of their estates.

14. Since the Closings, the Debtors have focused their attention on implementing the TSA, evaluating the assumption or rejection of executory contracts and unexpired leases which were not assumed and assigned pursuant to the Jagged Peak and TradeGlobal Sale Orders, and evaluating claims filed against the estates.

15. The first months of the Chapter 11 Cases were devoted to a fast-paced sale process that required the sustained attention of the estates' professionals. The Debtors have tailored their brief request to finalize their discussions with Nespresso, SingPost and the Committee.

16. The Debtors are seeking this extension not to delay administration of the Chapter 11 Cases or to pressure creditors, but to continue meeting the challenges presented by the Chapter 11 Cases in furtherance of a fair and equitable reorganization plan. Indeed, the primary purpose

for the requested extension is to permit the Debtors and the Committee to continue their discussions with the Debtors' two largest creditors, in the hope that the discussions will result in the formation of a consensual settlement and plan. Those discussions are in their final stages and it is the Debtors' hope and expectation that they will result in a global settlement culminating in and effectuated by a consensual plan.

17. Since the Petition Date, the Debtors have worked diligently with their creditor constituencies to advance the Chapter 11 Cases, ensure the Debtors' continued operations through the sale process, and negotiate sale transactions which would maximize distributions to creditors. The Debtors are confident that this consensual approach will result in firm support of their plan from a significant portion of their creditors.

18. The Debtors have continuously paid their post-petition obligations as they have come due in the ordinary course of business in accordance with the Bankruptcy Code.

19. This extension is not requested to pressure the Debtors' creditors. In fact, the additional seven (7) day extension that the Debtors are seeking would not apply to the Committee. The Debtors and Committee are working diligently on filing a joint plan of reorganization. The Debtors are seeking an extension of exclusivity as to all other parties in interest to facilitate the conclusion of the ongoing negotiations to allow the estates to resolve significant claims held against the estates and significant causes of action asserted by the estates.

20. The requested extension is therefore neither detrimental to nor prejudicial to the Debtors' creditors. The requested extension would not apply to the Committee as the Debtors are working with the Committee to file a joint plan of reorganization. The limited requested extension is intended to alleviate the potentially needless incurrence of fees and costs which would be harmful to the estates and the Debtors' ability to reorganize.

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

DATED this 15th day of May, 2020.

By: */s/ Jeremy Rosenthal*
JEREMY ROSENTHAL