



3. In March 2023, Atar Capital elected to shut down ULT, Inc. along with its parent entity Universal Douglas Lighting Americas, Inc. (“UDLA”). A related entity, Douglas Lighting Controls, Inc. (“DLC”), was also owned by UDLA. DLC is currently involved in an insolvency proceeding pending in Canada. DLC was in the business of developing and designing lighting controls systems and it relied on ULT to manufacturer the lighting equipment that DLC used to fulfill its customer orders.

4. On September 5, 2023, ULT Inc., executed a General Assignment for the Benefit of Creditors of Universal Lighting Technologies, Inc. (the “Initial Assignment”) in favor of Andre M. Toffel, P.C. (the “Initial Assignee”). A true and correct copy of the Initial Assignment is attached here as Exhibit B. The Initial Assignment effectuated the transfer of all assets of ULT Inc. to the Initial Assignee, specifically for the benefit of the creditors of ULT Inc. Among other items, the Initial Assignment details a priority scheme for distributions of ULT Inc. assets to creditors. (*Id.*).

5. Paragraph 2 of the Initial Assignment authorized the Initial Assignee to further assign the rights, title, and interests it received via the Initial Assignment. Paragraph 2 specifically states: “The [Initial Assignee] will further assign all right, title and interest in the present [Initial Assignment], to a new entity created for the sole purpose of effecting all actions contemplated in the present [Initial Assignment].”

6. The ULT Trust was created on October 31, 2023, by and among the Initial Assignee and AMT I, LLC (“AMT I”), the Trustee of the ULT Trust. A true and correct copy of the ULT Trust is attached here as Exhibit C. The ULT Trust was “created for the sole purpose of effecting all actions contemplated in that Initial Assignment.”

7. On October 31, 2023, the Initial Assignee executed an assignment (the “Further Assignment”) of all rights, title, and interest it received in connection with the Initial Assignment to the ULT Trust. A true and correct copy of the Further Assignment is attached here as Exhibit D. By virtue of the Further Assignment, the ULT Trust is now the assignee for the benefit of the creditors of ULT Inc.

8. Petitioner and his professionals are in the process of evaluating the assets and potential assets and liabilities of ULT Inc. A list of the assets and potential assets of ULT Inc. that Petitioner is currently aware of is attached here as Exhibit E. A list of the creditors of ULT Inc. that Petitioner is currently aware of is attached here as Exhibit F.

9. The vast majority of the assets of ULT, Inc. were liquidated prior the execution of the Initial Assignment. Approximately \$47,000 in cash was transferred to the Initial Assignee in connection with the Initial Assignment. However, Petitioner understands that there are an estimated \$25 million in claims against ULT, Inc.’s assets. Therefore, Petitioner does not currently have enough information to determine whether, and to what extent, distributions of assets will be available for creditors of ULT, Inc.

10. Petitioner asks this Court to set January 18, 2024 (the “Claims Bar Date”) as the deadline for all creditors to submit proofs of any claim they intend to assert against the assets of the ULT Trust. All claims must be submitted in writing, and substantially in the form attached here as Exhibit G, which is substantially similar to the form used in the United States Bankruptcy Courts.


11. Distributions will only be made as to submitted claims if there are sufficient assets in the ULT Trust. Any distributions will be governed by the terms of ULT Trust and otherwise applicable law.

12. Petitioner proposes to notify the known creditors of this case listed on Exhibit F of the assignment for the benefit of creditors by sending the Notice to Creditors included here as Exhibit H. Among other items, the proposed Notice provides creditors with information as to the Claims Bar Date and as to where, and how, to submit claims.

**THEREFORE**, Petitioner respectfully requests:

1. That the court assume jurisdiction of this matter;
2. That the court confirm the designation of the ULT Trust as assignee for the benefit of creditors of Universal Lighting Technologies, Inc.;
3. That the court authorize the administration of the ULT Trust, pursuant to the terms of the ULT Trust and the Initial Assignment;
4. That the court set January 18, 2024 as the Claims Bar Date;
5. That the court approve the Notice to Creditors attached here as Exhibit H; and
6. For such other and further relief as the court may deem proper.

Dated: 11/3/2023



Stephen B. Porterfield  
Thomas B. Humphries


**Counsel for Petitioner**

**OF COUNSEL:**

**DENTONS SIROTE PC**  
2311 Highland Avenue South  
P.O. Box 55727  
Birmingham, AL 35255-5727  
Tel.: (205) 930-5100  
Fax: (205) 930-5101  
stephen.porterfield@dentons.com  
thomas.humphries@dentons.com

**CERTIFICATE OF SERVICE**

I hereby certify that on November 3, 2023, I filed the foregoing document with the Clerk of Court via the Alacourt electronic filing system.

  
\_\_\_\_\_  
OF COUNSEL

**EXHIBIT A**  
***(Proposed Order)***

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>In re:</b>	)	
	)	
<b>ULT Trust,</b>	)	<b>CASE NO.:</b> _____
	)	
<b>Petitioner.</b>	)	

**ORDER CONFIRMING DESIGNATION OF ASSIGNEE  
AND PROVIDING FOR ADMINISTRATION OF TRUST ESTATE**

Before the Court is the *Petition for Court Order Confirming Designation of Assignee and for Administration of Assignment for the Benefit of Creditors of Universal Lighting Technologies, Inc.* (the “Petition for Administration”), filed by ULT Trust, assignee of Universal Lighting Technologies, Inc. (“ULT Inc.”). This Court has reviewed the Petition for Administration, along with its included Exhibits. Having considered the contents of the Petition for Administration, relevant law, and the context of this matter, it is hereby **ORDERED, ADJUDGED, and DECREED:**

1. The Petition for Administration is **APPROVED** and this Court expressly assumes jurisdiction of the administration of the ULT Trust estate;
2. The Court expressly confirms that, pursuant to the documents included with the Petition for Administration, the ULT Trust is the assignee for the benefit of creditors as to the assets of ULT Inc.
3. The Court authorizes the administration of the ULT Trust, pursuant to the terms of the ULT Trust and the Initial Assignment (as defined in the Petition for Administration);
4. The deadline for creditors of ULT Inc. to submit claims is January 18, 2024 (the “Claims Bar Date”). Any such claims must be submitted in writing, to Stephen B. Porterfield and Thomas B. Humphries (counsel for ULT Trust), in a form substantially similar to that included as Exhibit G to the Petition for Administration. Claims may be submitted electronically via Email to

(stephen.porterfield@dentons.com; thomas.humphries@dentons.com) or via U.S. Mail to the following address:<sup>1</sup>

**DENTONS SIROTE PC**  
c/o Stephen B. Porterfield  
2311 Highland Avenue South  
P.O. Box 55727  
Birmingham, AL 35255-5727

5. The Court has reviewed and approves the form and adequacy of the Notice to Creditors attached to the Petition for Administration as Exhibit H;

6. Petitioner is further ordered to submit a status report detailing the status of the administration of the estate within sixty-days of the date of this Order.

**DONE AND ORDERED THIS \_\_\_ DAY OF \_\_\_\_\_, 2023.**

\_\_\_\_\_  
Circuit Court Judge

<sup>1</sup> If Claims are submitted via U.S. Mail, they must be postmarked on or before the Claims Bar Date to be considered timely.



CV202300218

**EXHIBIT B**  
*(Initial Assignment)*

FILED IN OFFICE  
CIRCUIT CIVIL DIVISION

**NOV 03 2023**

JACQUELINE ANDERSON SMITH  
CLERK

**GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS  
OF UNIVERSAL LIGHTING TECHNOLOGIES, INC.**

This **GENERAL ASSIGNMENT FOR THE BENEFIT OF CREDITORS OF UNIVERSAL LIGHTING TECHNOLOGIES, INC.** (the "Assignment") is made this 5th day of September, 2023, by and between Universal Lighting Technologies, Inc., a Delaware corporation, hereinafter referred to as "Assignor," and ANDRE M. TOFFEL, P.C., hereinafter referred to as "Assignee."

**WITNESSETH:** Whereas Assignor is indebted to various persons, corporations and other entities and is unable to pay its debts in full, and has decided to discontinue its business, and is desirous of transferring its property to an assignee for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors in conformance with the distribution provisions included in this Assignment agreement;

**NOW, THEREFORE,** in consideration of Assignor's existing indebtedness to its creditors, the covenants and agreements to be performed by Assignee and other consideration, receipt of which is hereby acknowledged, it is hereby **AGREED:**

1. **TRANSFER OF ASSETS.** Assignor hereby assigns, grants, conveys, transfers and sets over to Assignee all right, title and interest in all of the property of the Assignor of every kind and nature and wheresoever situated, both real and personal, tangible and intangible, and which assets include, but are not limited to, all stock of merchandise, inventory, records, equipment, store furniture and fixtures, book accounts, books, bills, accounts receivable, cash on hand, cash in bank, intellectual property (including, without limitation, patents, copyrights, trademarks trade names, trade secrets, other intellectual property rights, applications for intellectual property rights, software and documentation), reports, plans, contract rights, licenses, governmental authorizations, registrations, approvals, permits, insurance policies, tax refunds, rebates, general intangibles, insurance refunds and claims, stock and other equity interests in subsidiaries, and all choses in and causes of action, claims and actions and rights of any kind whatever and against any persons whatever, whether contingent or non-contingent, foreseeable or unforeseeable, regardless of the legal theory or factual basis based thereon, that are legally assignable, together with the proceeds of any non-assignable claims, choses in and causes of action that may hereafter be recovered or received by the Assignor. Further, this Assignment specifically includes all claims for refunds or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the United States or any of its departments or agencies, any state or local taxing authority and the Assignor agrees to sign and execute a power of attorney or other such document(s) as required to enable Assignee to file and prosecute, compromise and/or settle all such claims before the respective taxing authority. Assignor agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such checks immediately to Assignee.

2. **FURTHER ASSIGNMENT:** The Assignee will further assign all right, title and interest in the present Assignment, to a new entity created for the sole purpose of effecting all

actions contemplated in the present Assignment. The further Assignment will be in substantially the same form as the present Assignment and will be put into place in September, 2023.

3. **LEASES AND LEASEHOLD INTERESTS.** This Assignment includes all leases and leasehold interests in any asset of the Assignor; however, should the Assignee determine that said lease or leasehold interest is of no value to the estate, then said interest is thereby relinquished without further liability or obligation by the Assignee.

4. **UNION CONTRACTS.** Any contract or agreement between the Assignor and any Labor or Trade Union remains in force as between the Assignor and the respective Union, however the Assignee is not bound to the terms of said contract unless the Assignee specifically so agrees in writing at the time of the acceptance of this Assignment or at a later date.

5. **FORWARDING OF MAIL.** Assignor authorizes the forwarding of its mail by the U.S. Postal Service as directed by Assignee.

6. **POWERS AND DUTIES OF ASSIGNEE.** Assignee shall have all powers necessary to marshal and liquidate the estate including but not limited to:

a. To collect any and all accounts receivable and obligations owing to Assignor;

b. To sell or otherwise dispose of all personal property of Assignor in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

c. To sell or otherwise dispose of all tangible and intangible personal property of Assignor, including but not limited to all of Assignor's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as Assignee deems best. Assignee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, Assignee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as Assignee deems best. Assignee shall have the power to execute bills of sale and any other such documents necessary to convey right, title and interest in and to Assignor's property to any bona fide buyer.

d. To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the Assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

e. To require all of Assignor's creditors to whom any balance is owing to submit verified statements to Assignee of said claim(s).

f. To settle any and all claims against or in favor of Assignor, with the full power to compromise, or, in the Assignee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of Assignor.

g. To open bank accounts in the name of the Assignee or its nominees or agents and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this Assignment as Assignee may deem necessary or advisable.

h. To conduct the business of the Assignor, should the Assignee deem such operation proper.

i. To apply the net proceeds arising from the operation of and liquidation of Assignor's business and assets, in the following amounts as to amounts only and not time of distribution, as follows:

(1) FIRST, to deduct all sums which Assignee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Assignee as to all costs advanced by the Assignee or any third party for the preservation of the Assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(2) SECOND, all costs and expenses incidental to the administration of the Assignment estate, including the payment of a reasonable fee to the Assignee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Assignee, accountants to the Assignee, attorneys to the Assignor for services related to the making of and administration of the Assignment and any other professionals the Assignee deems necessary to properly administer the Assignment estate.

(3) THIRD, all federal taxes of any nature whatsoever owing as of the date of this Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property and employment taxes.

(4) FOURTH, all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property and income taxes.

(5) FIFTH, all monies due employees of the Assignor entitled to priority as may be required under Alabama law up to any statutory maximum.

(6) SIXTH, to general unsecured creditors (with the exception of those classes set forth above).

All distributions to creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be

made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Assignee until such time as the dispute is resolved. To the extent the dispute is resolved in the Assignee's favor, the reserved amount shall be distributed in accordance with this Section 6.i. The Assignee may make interim distributions whenever the Assignee has accumulated sufficient funds to enable it to make a reasonable distribution. Other than the distributions contemplated in Sections 6.i(1) and 6.i(2) above, which shall be made in the ordinary course of business, no distribution shall be in an amount less than \$100,000 in the aggregate, except the final distribution.

(7) SEVENTH, any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this Assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment estate, so long as any such distribution exceeds one-half of one percent of each such creditor's allowed claim at that time

(8) EIGHTH, the surplus, if any, of the Assignment estate funds, when all debts of the Assignor shall have been paid in full, shall be paid and transferred to the holders of the equity of said Assignor, as per the list of equity holders provided with the making of this Assignment.

j. To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to Assignor's creditors.

Notwithstanding anything to the contrary herein, all grants of authority to the Assignee hereunder are subject to all limitations imposed by applicable law.

7. **RIGHTS OF CREDITORS.** All rights and remedies of the creditors against any surety or sureties for the Assignor are hereby expressly reserved and nothing herein shall prevent the creditors or any of them from suing such surety.

8. **LIABILITY OF ASSIGNEE.** It is understood and agreed that neither the Assignee nor any of its employees, officers, agents, attorneys, professionals or representatives will assume any personal liability or responsibility for any of its acts as Assignee herein, but its obligation shall be limited to the performance of the terms and conditions of the Assignment in good faith and in the exercise of its best business judgment. The Assignee shall be indemnified by the Assignment estate for any claims brought by any party against the Assignee for any of its acts as Assignee. Such right of indemnification is specifically void in the event the actions of Assignee are determined by a court or tribunal of competent jurisdiction to have been taken in bad faith or grossly negligent. In no event shall Assignee have any right of indemnification, reimbursement, contribution or similar right against any other person or entity, *i.e.*, other than the Assignment estate) in connection with the performance of Assignee's duties hereunder. For the avoidance of doubt, Assignee expressly does not assume any personal liability

or responsibilities related to any rights, claims, or causes of action (including any under the WARN Act) as to current or former employees of Assignor.

9. **WARRANTIES OF ASSIGNOR.** Assignor hereby warrants as follows:

The list of creditors delivered concurrently herewith to the Assignee is complete and correct as reflected by the books and records of the Assignor, as to the names of Assignor's creditors, their addresses and the amounts of their anticipated claims in the Assignment proceedings, all to the best of Assignor's knowledge.

Assignor, through its officers and directors, shall perform any and all acts reasonably necessary and proper to assist the Assignee in its orderly liquidation of the Assignor's assets, the collection of any and all monies owing the Assignor and in the distribution of said monies and proceeds of asset sales to the Assignor's creditors; provided, however, the officers and directors of Assignor shall only provide such assistance to the Assignee to the extent, and on the condition that, they are reasonably compensated for such services, and in no event shall they incur any liability to Assignee or the estate in connection with such assistance, unless such individual's actions are determined by a court or tribunal of competent jurisdiction to have been taken in bad faith or the product of fraud or willful misconduct.

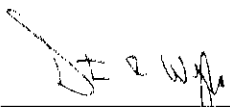
10. **POWER OF ATTORNEY.** The Assignor, by this Assignment hereby grants the Assignee a general power of attorney, which power of attorney specifically includes the right of the Assignee to prosecute and/or defend any action in the name of the Assignor as Attorney in Fact.

11. **ACCEPTANCE BY ASSIGNEE.** By execution of this Assignment, the Assignee does hereby accept the estate herein created and agrees to faithfully perform its duties according to the best of the Assignee's skill, knowledge and ability. It is understood that the Assignee shall receive reasonable compensation for its services in connection with this estate. Reasonable compensation is defined to mean a security retainer in the amount of Fifty Thousand Dollars (\$50,000), against which the Assignee will charge his hourly billing rate of \$475.00 per hour, to be increased by \$25.00 per hour on January 1 of each succeeding year, and all reasonably-incurred expenses. Regular payments from this security retainer to the Assignee, plus payments to his professionals and consultants, shall be made at the sole discretion of the Assignee. In addition, the Assignee shall be entitled to further compensation of five percent (5%) of the proceeds from the liquidation of the Company's assets for the first One Million Dollars (1,000,000.00) of proceeds and four percent (4%) of any proceeds in excess of \$1,000,000.00. The Assignee may, in his sole discretion, be paid portions of the further compensation of 5% and/or 4%, respectively, as it deems necessary, during the administration of this Assignment, with the full intention of leaving at least a portion of the further compensation for the conclusion of this administration. Reasonable compensation does not replace or subsume the reimbursement of all the Assignee's expenses incurred as a result of the administration of the Assignment estate from the proceeds generated therefrom.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written:

**Assignor**  
UNIVERSAL LIGHTING  
TECHNOLOGIES, INC.

**Assignee**  
Andre M. Toffel

By:  \_\_\_\_\_  
Name: **Steven R. Wybo**  
Title: **Director and Authorized Officer**

By: \_\_\_\_\_  
Name: **Andre M. Toffel**  
Title: **Alabama Attorney and Assignee**  
Bar No. \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written:

**Assignor**

UNIVERSAL LIGHTING  
TECHNOLOGIES, INC.

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title: Director and Authorized Officer

**Assignee**

Andre M. Toffel, P.C.



By: Stephen B. Porterfield, on behalf  
of Andre M. Toffel (as President of  
Andre M. Toffel, P.C.), as his  
counsel and with permission

Title: Alabama Attorney  
\_\_\_\_\_



**EXHIBIT C**  
*(ULT Trust Agreement)*

## ULT TRUST AGREEMENT

This Agreement (the "**ULT Trust Agreement**"), dated as of the 31<sup>st</sup> day of October, 2023, is entered into by **Andre M. Toffel, P.C.** ("Toffel") and **AMT I, LLC** (the "Trustee") to establish this "**ULT Trust**" for the benefit of the creditors of Universal Lighting Technologies, Inc.

### RECITALS

This ULT Trust Agreement is executed to establish a new trust entity created for the sole purpose of effecting all actions contemplated in that certain General Assignment for the Benefit of Creditors of Universal Lighting Technologies, Inc. between Universal Lighting Technologies, Inc. ("ULT") and Toffel dated September 5, 2023 and the Assignment and Assumption Agreement between Toffel and the ULT Trust dated Oct 31, 2023 (the "Assignment").

In consideration of the foregoing, pursuant to the Assignment, in consideration of the promises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, it is hereby agreed as follows:

### ARTICLE I

#### **CREATION, PURPOSE, AND FUNDING OF TRUST, ETC.**

1.1. **Construction of Trust Agreement.** All capitalized terms not otherwise defined herein shall have the meaning as set forth in the Assignment and such definitions are incorporated herein by reference. References in this ULT Trust Agreement to the Assignment include the Assignment as modified, restricted, expanded or otherwise. Persons/entities other than Toffel to whom distributions may be made from this Trust are hereinafter referred to as the "Beneficiaries."

1.2. **Creation and Name.** Toffel, as the Grantor hereby creates the "ULT Trust," which

is the new entity provided for in the Assignment. The Trustee shall hold, administer, and distribute the assets comprising the ULT Trust as provided in this ULT Trust Agreement.

1.3. **Purpose.** The purpose of the ULT Trust is to hold, administer and distribute the assets comprising the ULT Trust (the "ULT Trust Assets") in keeping with the terms of the Assignment. Except as otherwise provided in this ULT Trust Agreement or the Assignment, the Trustee shall control and exercise authority over the ULT Trust Assets and shall be responsible for liquidating and administering (or abandoning, as the case may be) the ULT Trust Assets and taking actions on behalf of, and representing, the ULT Trust. The Trustee shall have the authority to bind the ULT Trust within the limitations set forth herein but shall for all purposes hereunder be acting in the capacity of Trustee and not individually.

1.4. **Transfer of Assets.** Pursuant to the Assignment, Toffel shall irrevocably transfer the ULT Trust Assets then in its possession, custody, or control directly to the Trustee, to be administered and distributed as provided in this ULT Trust Agreement. In accordance with the Assignment, upon transfer the ULT Trust Assets shall automatically vest in the ULT Trust free and clear of all claims, liens, encumbrances, or interests, as provided for in the Assignment and this Trust Agreement.

1.5. **Funding of the Trust** Toffel will fund the ULT Trust solely for the purpose of allowing the Trustee to fulfill the obligations under the Assignment.

1.6. **Acceptance by the Trustee.** The Trustee hereby accepts the trust imposed upon it by this ULT Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this ULT Trust Agreement and the Assignment. In connection with and in furtherance of the purposes of the ULT Trust, the Trustee hereby accepts the transfer of the ULT Trust Assets.

**ARTICLE II**  
**THE TRUSTEE**

2.1 **Appointment.** The Trustee's appointment shall continue until the earlier of (i) the date that the ULT Trust is dissolved in accordance with this ULT Trust Agreement or (ii) the date of the Trustee's resignation, death, dissolution, removal, or liquidation.

2.2 **General Powers.** Except as otherwise provided in this Trust Agreement or the Assignment, the Trustee may control and exercise authority over the ULT Trust Assets, and the acquisition, management, and disposition thereof. Nothing in this ULT Trust Agreement shall be deemed to prevent the Trustee from taking, or failing to take, any action that, based upon the advice of counsel, it determines it is obligated to take (or fail to take) in the performance of any fiduciary or similar duty that the Trustee owes to the ULT Trust Beneficiaries or any other person or entity. No person dealing with the ULT Trust shall be obligated to inquire into the Trustee's authority in connection with the acquisition, management, or disposition of ULT Trust Assets. Without limiting the foregoing, but subject to the Assignment and other provisions of this ULT Trust Agreement, the Trustee shall be expressly authorized to, with respect to the ULT Trust and the ULT Trust Assets:

(a) To collect any and all accounts receivable and obligations owing to ULT and to hold legal title to any and all ULT Trust Assets or cause title to any such assets to be held in the name of a nominee.

(b) To sell or otherwise dispose of all personal property of ULT in such manner as the Trustee deems best. The Trustee shall have the power to execute any and all documents necessary to effectuate the sale of said property and to convey title to same.

(c) To sell or otherwise dispose of all tangible and intangible personal property of ULT, including but not limited to all of ULT's machinery, equipment, inventory, service or trademarks, trade names, patents, franchises, causes or choses in action and general intangibles in such manner as the Trustee deems best. The Trustee shall have the power to execute any and all documents necessary to effectuate the sale of this property and to convey title to same. In this regard, the Trustee shall have the power to employ an auctioneer to appraise said assets and to conduct any public sale of the assets and to advertise said sale in such manner as the Trustee deems best. The Trustee shall have the power to execute bills of sale and any other such documents necessary to convey right, title and interest in and to ULT's property to any bona fide buyer.

(d) To employ attorneys, accountants and any other additional personnel to whatever extent may be necessary to administer the assets and claims of the Assignment estate and to assist in the preparation and filing of any and all State, County or Federal Tax Returns as required.

(e) To require all of ULT's creditors to whom any balance is owing to submit verified statements to the Trustee of said claim(s).

(f) To settle any and all claims against or in favor of ULT, with the full power to compromise, or, in the Trustee's sole discretion, to sue or be sued, and to prosecute or defend any claim or claims of any nature whatsoever existing in favor of ULT.

(g) Open and maintain bank accounts on behalf of or in the name of the ULT Trust or the Trustee, and to deposit assigned assets or the proceeds thereof in such bank accounts and to draw checks thereon and with the further power and authority to do such acts and execute such papers and documents in connection with this Assignment as the Trustee may deem necessary or advisable.

(h) To conduct the business of ULT, should the Trustee deem such operation proper.

(i) To do and perform any and all other acts necessary and proper for the liquidation or other disposition of the assets, including but not limited to abandonment, and the distribution of the proceeds derived therefrom to ULT's creditors.

(j) Notwithstanding anything to the contrary herein, all grants of authority to the Trustee hereunder are subject to all limitations imposed by applicable law.

(k) Enter into any agreement or execute any document or instrument required by or consistent with the Assignment or this ULT Trust Agreement and perform all obligations thereunder.

(l) Take all other actions consistent with the provisions of the Assignment that the Trustee deems reasonably necessary or desirable to administer the ULT Trust pursuant to the Assignment.

**2.3 Valuation.** As soon as reasonably possible, the Trustee shall make a good faith valuation of the ULT Trust Assets.

**2.4 Limitation of Trustee's Authority.**

(a) All power or authority of the Trustee shall be as set forth in this ULT Trust Agreement.

(b) The Trustee shall not be authorized to engage in any trade or business with respect to the ULT Trust Assets or any proceeds therefrom except to the extent reasonably necessary to, and consistent with, this ULT Trust Agreement and the Assignment.

**2.5 Compensation.**

- (a) The Trustee's compensation shall be as set forth in the Assignment.
- (b) Each of the Trustee's agents and professionals shall be compensated as set forth in the Assignment and this ULT Trust Agreement.

**2.6 General Duties, Obligations, Rights, and Benefits of the Trustee.** The Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to, or vested in the ULT Trust under the Assignment, this ULT Trust Agreement and any other agreement entered into pursuant to or in connection with the Assignment. Such duties, obligations, rights, and benefits include, without limitation, all duties, obligations, rights, and benefits relating to the collection and distribution of the ULT Trust Assets pursuant to the Assignment, and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the terms of the Assignment.

**2.7 Replacement of the Trustee.** The Trustee may resign at any time upon thirty (30) days' written notice delivered to Toffel, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Trustee. In the event of the resignation or removal of the Trustee, a successor Trustee shall be appointed by Andre M. Toffel. Upon its appointment, the successor Trustee, without any further act, shall become fully vested with all of the rights, powers, duties, and obligations of its predecessor, except as provided herein, and all responsibilities of the predecessor Trustee relating to the ULT Trust shall be terminated. In the event the Trustee's appointment terminates by reason of death, dissolution, liquidation, resignation, or removal, such Trustee or its legal successor in interest shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced.

**2.8 ULT Trust Continuance.** The death, dissolution, liquidation, resignation, or removal of the Trustee shall not terminate the ULT Trust or revoke any existing agency created by

the Trustee pursuant to this ULT Trust Agreement or invalidate any action theretofore taken by the Trustee, and the provisions of this ULT Trust Agreement shall be binding upon and inure to the benefit of the successor Trustee and all of its successors or assigns.

### ARTICLE III

#### LIABILITY OF TRUSTEE

3.1 **Standard of Care; Exculpation.** Neither the Trustee, nor any director, officer, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the Trustee (each, an "**Exculpated Party**" and collectively, the "**Exculpated Parties**") shall be liable for any losses, claims, damages, liabilities, obligations settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract, or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as "**Losses**"), whether or not in connection with litigation in which any Exculpated Party is a party, or enforcing this ULT Trust Agreement (including these exculpation provisions), as and when imposed on the Trustee, incurred, caused by, relating to, based upon, or arising out of (directly or indirectly) the Trustee's execution, delivery, and acceptance of, or the performance or nonperformance of its powers, duties, and obligations under, this ULT Trust Agreement, the Assignment, or as may arise by reason of any action, omission, or error of an Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any ULT Trust Beneficiary or that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from the fraud, gross negligence, or willful misconduct of such Exculpated Party. Every act taken or omitted, power exercised, or obligation assumed by the ULT Trust or any Exculpated Party pursuant to the provisions of this ULT Trust Agreement shall be held to be taken or omitted,



exercised, or assumed, as the case may be, by the ULT Trust or any Exculpated Party acting for and on behalf of the ULT Trust and not otherwise; provided, however, that none of the foregoing Entities or Persons are deemed to be responsible for any other such entities' or persons' actions or inactions. Except as provided in the first proviso of the first sentence of this Section 3.1, every person, firm, corporation, or other entity contracting or otherwise dealing with or having any relationship with the ULT Trust or any Exculpated Party shall have recourse only to the ULT Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings, or relationships and the ULT Trust and the Exculpated Parties shall not be individually liable therefore. In no event shall the Trustee be liable for any damages, including but not limited to any indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action.

### 3.2 **Indemnification.**

(a) The Trustee and any director, officer, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Trustee (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") shall be defended, held harmless, and indemnified from time to time by the ULT Trust against any and all losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this ULT Trust Agreement (including these indemnity provisions), as and when imposed on the Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this ULT Trust Agreement, or the

Assignment, or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the ULT Trust arising pursuant to the terms of this Section shall be payable only from the ULT Trust Assets, shall be advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights to receive a distribution of the ULT Trust Assets.

(b) The ULT Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the ULT Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the ULT Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this Trust Agreement.

**3.3 No Liability for Acts of Successor/Predecessor Trustees.** Upon the appointment of a successor Trustee and the delivery of the ULT Trust Assets to the successor Trustee, the predecessor Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Trustee shall have no further liability or responsibility with respect thereto. A successor Trustee shall have no duty to examine or inquire into the acts or omissions of its immediate or remote predecessor and no successor Trustee shall be in any way liable for the acts or omissions of any predecessor Trustee unless a successor Trustee expressly assumes such responsibility. A predecessor Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Trustee for any events or occurrences subsequent to the cessation of its role as Trustee.

3.4 **Reliance by Trustee on Documents or Advice of Counsel.** Except as otherwise provided in this ULT Trust Agreement, the Trustee, any director, officer, affiliate, employee, employer, professional, agent, or representative of the Trustee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed in good faith by the Trustee to be genuine and to have been presented by an authorized party. Neither the Trustee nor any professional, agent, or representative of the Trustee shall be liable for any action taken or omitted or suffered by the Trustee, in reasonable reliance upon the advice of counsel or other professionals engaged by the Trustee in accordance with this ULT Trust Agreement.

3.5 **Insurance.** The Trustee, may purchase, using the ULT Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Trustee deems reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud or willful misconduct, with respect to the implementation and administration of the Assignment or this ULT Trust Agreement.

## ARTICLE IV

### GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE ULT TRUST

4.1 **Reserves and Additional Funds.** The ULT Trust shall maintain reserves and shall make distributions to the Beneficiaries pursuant to and in accordance with the provisions of the Assignment and this ULT Trust Agreement.

4.2 **Access to ULT's Books and Records.** The Trustee shall have full and open access

to the records of ULT.

4.3 **Transfer of Privileged Information and Confidential Information.** With regard to any privileged or confidential information, except as otherwise required by law, (i) such information is transferred or contributed for the sole purpose of enabling the Trustee to perform its duties to administer the ULT Trust and for no other reason, (ii) they are vested solely in the Trustee, and not in the ULT Trust or any other entity, committee, of the ULT Trust, or anyone else, (iii) they shall be preserved and not waived, (iv) for the avoidance of doubt (if any), any such transfer or contribution shall have no effect on any right, claim, or privilege of any person other than ULT, and (v) no information subject to a privilege or a prior assertion thereof shall be publicly disclosed by the Trustee or the ULT Trust or communicated to any person not entitled to receive such information or in a manner that would diminish the protected status of any such information.

## ARTICLE V

### DISTRIBUTIONS TO BENEFICIARIES

5.1 **ULT Trust Distributions.** After fulfillment of the obligation to make distributions to Toffel as provided in the Assignment, the Creditors of ULT ("the Beneficiaries") shall be entitled to receive distributions with respect to their respective claims in accordance with the treatment of such claims under the Assignment and shall be entitled to distributions as set forth in the Assignment.

5.2 **Interest Beneficial Only.** The Beneficiaries hold only a beneficial interest of an undetermined amount in the ULT Trust, and such Beneficiaries are not entitled to any title in or to the ULT Trust Assets or to any right to call for a partition or division of the ULT Trust Assets or to require an accounting.

5.3 **Evidence of Beneficial Interest.** None of the beneficial interests in the ULT Trust

shall be evidenced by any certificates, securities, or receipts or in any other form or manner whatsoever, except as the same may be maintained on the books and records of the ULT Trust by the Trustee. In the absence of manifest error, beneficial interests in the ULT Trust shall be as reflected on the books and records of the ULT Trust maintained by the Trustee and shall be conclusive and binding on all holders of beneficial interests.

5.4 **Transfers of Beneficial Interests.** A beneficial interest in the ULT Trust shall be nontransferable except upon death of the Beneficiary or by operation of law. The ULT Trust shall have the right, but not any obligation, to recognize any transfer of claims.

5.5 **Change of Address.** A Beneficiary may select an alternative distribution address by filing a notice with the Trustee identifying such alternative distribution address. Absent such notice, the Trustee shall not recognize any such change of distribution address. Such notification shall be effective only upon receipt by the Trustee.

5.6 **Effect of Death, Dissolution, Incapacity, or Bankruptcy of ULT Trust Beneficiary.** The death, dissolution, incapacity, or bankruptcy of a ULT Trust Beneficiary during the term of the ULT Trust shall not (i) operate to terminate the ULT Trust during the term of the ULT Trust; (ii) entitle any representative or creditors of the deceased, incapacitated, or bankrupt ULT Trust Beneficiary (a) to an accounting, (b) to take any action in any court or elsewhere for the distribution of the ULT Trust Assets, or (c) to a partition of the ULT Trust Assets; or (iii) otherwise affect the rights and obligations of any such ULT Trust Beneficiary under this ULT Trust Agreement or in the ULT Trust.

5.7 **Standing.** Except as expressly provided in this ULT Trust Agreement or the Assignment, a ULT Trust Beneficiary does not have standing to direct the Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or

with respect to the ULT Trust Assets.

**ARTICLE VI**  
**DISTRIBUTIONS**

**6.1 Distributions from ULT Trust Assets.** All distributions and other payments from the ULT Trust shall be made only in accordance with the Assignment and this ULT Trust Agreement and out of the ULT Trust Assets (or from the income generated by or proceeds from the sale or other disposition of the ULT Trust Assets). The Trustee shall apply the net proceeds arising from the liquidation of ULT's business and assets, as follows:

(a) **FIRST.** to deduct all sums which Trustee may at its option pay for the discharge of any lien on any of said property and any indebtedness which under the law is entitled to priority of payment and to reimburse Trustee as to all costs advanced by the Trustee or any third party for the preservation of the Assignment estate's assets, including the maintenance and insurance of said assets and, the expenses of any operation.

(b) **SECOND.** all costs and expenses incidental to the administration of the Assignment estate, including the payment of a reasonable fee to the Trustee, as that term is hereinafter defined and the payment of reasonable compensation for the services of attorneys for the Trustee, accountants to the Trustee, attorneys to ULT for services related to the making of and administration of the Assignment and any other professionals the Trustee deems necessary to properly administer the Assignment estate.

(c) **THIRD.** all federal taxes of any nature whatsoever owing as of the date of this Assignment, or other such claim of any federal governmental agency as defined under 31 U.S.C. §3713, including but not limited to federal withholding taxes, federal unemployment taxes and any other federal income, excise, property, and employment taxes.

(d) FOURTH. all state, county and municipality taxes of any nature whatsoever owing as of the date of this Assignment, including but not limited to employment, property, and income taxes.

(e) FIFTH. all monies due employees of ULT entitled to priority as may be required under Alabama law up to any statutory maximum.

(f) SIXTH. to general unsecured creditors (with the exception of those classes set forth above).

All distributions to creditors shall be, within each class, pro-rata in accordance with the terms of each creditor's indebtedness, until all such debts are paid in full. No payment shall be made to any creditor whose claim is otherwise disputed until such time as that creditor's claim is resolved. The creditor's otherwise pro-rata share of such distribution shall be fully reserved for by the Trustee until such time as the dispute is resolved. To the extent the dispute is resolved in the Trustee's favor, the reserved amount shall be distributed in accordance with this Section 6.1. The Trustee may make interim distributions whenever the Trustee has accumulated sufficient funds to enable it to make a reasonable distribution. Other than the distributions contemplated in Sections 6.1(a ) and 6.1(b) above, which shall be made in the ordinary course of business, no distribution shall be in an amount less than \$100,000 in the aggregate, except the final distribution.

(g) SEVENTH. any monies (distributions) unclaimed by creditors ninety days after the final distribution to unsecured creditors (if any) or the termination of the administration of the estate created by this Assignment, shall be re-distributed to all known unsecured creditors, being those creditors who cashed their respective dividend checks from the Assignment estate, so long as any such distribution exceeds one-half of one percent of each such creditor's allowed claim at that time

(h) EIGHTH. the surplus, if any, of the Assignment estate funds, when all debts of ULT shall have been paid in full, shall be paid and transferred to the holders of the equity of said ULT, as per the list of equity holders provided with the making of this Assignment.

**6.2 Expenses of Distribution.** All Distributions to be made by the ULT Trust under the Assignment shall be net of the actual and reasonable costs of making such distributions.

**6.3 No Distribution in Excess of Allowed Amount of Claim.** No Beneficiary shall receive in respect of such claim(s) any distribution in excess of the allowed amount of such claim(s), except as expressly provided in the Assignment.

**6.4 Manner of Payment Under The Assignment.** Unless the entity receiving a payment agrees otherwise, any payment in cash to be made under the Assignment shall be made by check drawn on a domestic bank, or by wire transfer from a domestic bank.

**6.5 Setoffs.** The ULT Trust may, but shall not be required to, setoff against any claim and the payments or distributions to be made pursuant to the Assignment in respect of such claim, any claims, rights, causes of action and liabilities of any nature that the ULT Trust may hold against the holder of such claim; *provided, however, that neither the failure to effect such a setoff nor the allowance of any claim hereunder shall constitute a waiver or release by the ULT Trust of any of such claims, rights, causes of action and liabilities that the ULT Trust may have against the holder of such claim.*

## ARTICLE VII

### TAXES

**7.1 Income Tax Status.** As this Trust Agreement has been entered into to settle claims among ULT and Toffel as provided in the Assignment, this ULT Trust is not intended to be a "liquidating trust" pursuant to Treas. Reg. § 301.7701-4(d) and Rev. Proc. 94-45, 1994-28 I.R.B.



124, but will instead be treated as a "complex trust" under Subchapter J of the Tax Code. In the event the Trustee shall determine, upon advice of its counsel or other tax advisors, that the ULT Trust shall instead be treated, as a "grantor trust", pursuant to §§ 671-677 of the Tax Code, the determination of such tax treatment shall be advised by the Trustee to those persons treated as "grantors" with respect to the ULT Trust. Under grantor trust treatment, any items of income, deduction, credit, and loss of the ULT Trust shall be allocated for federal income tax purposes to the persons treated as "grantors" with respect thereto.

**7.2 Tax Returns.** The Trustee shall cause the ULT Trust to file in a timely manner annual tax returns with the IRS as well as any state and local tax returns, as are required by applicable law and to pay taxes payable by the ULT Trust with respect to the activities of the ULT Trust in connection with its administration as provided hereunder. The ULT Trust shall, within a reasonable time following the end of the taxable year, provide to each ULT Trust Beneficiary appropriate reports, information returns, etc. as the same may be reportable by the ULT Trust Beneficiary with respect to the preparation of its federal, state, and local income tax returns.

**7.3 Withholding of Taxes and Reporting Related to ULT Trust Operations.** The ULT Trust shall comply with all withholding and reporting requirements imposed by any federal, state, local, or foreign taxing authority, and all distributions made by the ULT Trust shall be subject to any such withholding and reporting requirements. To the extent that the operation of the ULT Trust or the liquidation of the ULT Trust Assets creates a tax liability payable by the ULT Trust, the ULT Trust shall promptly pay such tax liability out of the ULT Trust Assets (or the income or proceeds thereof) and any such payment shall be considered a cost and expense of the operation of the ULT Trust. The ULT Trust may reserve a sum, the amount of which shall be determined by the Trustee, sufficient to pay the accrued or potential tax liability arising out of the operations

of the ULT Trust or the operation of the ULT Trust Assets. The Trustee, on behalf of the ULT Trust, may enter into agreements with taxing authorities or other governmental units for the payment of such amounts as may be withheld. Any federal, state, or local withholding taxes or other amounts required to be withheld under applicable law shall be deducted from distributions hereunder.

7.4 **Tax Identification Numbers.** The Trustee may require any ULT Trust Beneficiary to furnish to the Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Trustee may condition any distribution to any ULT Trust Beneficiary upon the receipt of such identification number.

## ARTICLE VIII

### TERMINATION OF THE ULT TRUST

8.1 **Termination of ULT Trust.** The Trustee shall be discharged and the ULT Trust shall be terminated, at such time as (a) all claims and causes of action have been resolved, (b) all of the ULT Trust Assets have been liquidated, (c) all duties and obligations of the Trustee hereunder have been fulfilled, and (d) all distributions required to be made by the Trustee under the Assignment and this ULT Trust Agreement have been made.

8.2 **Winding Up, Discharge, and Release of the Trustee.** For the purposes of winding up the affairs of the ULT Trust at the conclusion of its term, the Trustee shall continue to act as Trustee until its duties under this ULT Trust Agreement have been fully discharged or its role as Trustee is otherwise terminated under this ULT Trust Agreement and the Assignment.

## ARTICLE IX

### MISCELLANEOUS PROVISIONS

9.1 **Amendments.** The Trustee may modify, supplement, or amend this ULT Trust

Agreement in any way that is not inconsistent with the Assignment.

9.2 **Waiver.** No failure by the ULT Trust, the Trustee, or its agents, professionals and employees to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

9.3 **Cumulative Rights and Remedies.** The rights and remedies provided in this ULT Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

9.4 **No Bond Required.** Notwithstanding any state law to the contrary, the Trustee (including any successor Trustee) shall be exempt from giving any bond or other security in any jurisdiction.

9.5 **Irrevocability.** This ULT Trust Agreement and the ULT Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this ULT Trust Agreement.

9.6 **Relationship to the Assignment.** The principal purpose of this ULT Trust Agreement is to aid in the implementation of the Assignment and, therefore, this ULT Trust Agreement incorporates and is subject to the provisions of the Assignment. In the event that any provision of this ULT Trust Agreement is found to be inconsistent with a provision of the Assignment, the provisions of the Assignment shall control.

9.7 **Applicable Law.** This ULT Trust shall be governed by and construed in accordance with the laws of the State of Alabama, without giving effect to rules governing the conflict of laws.

9.8 **Severability.** In the event that any provision of this ULT Trust Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this ULT Trust Agreement, or the application of

such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

**9.9 Limitation of Benefits.** Except as otherwise specifically provided in this ULT Trust Agreement or the Assignment, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the ULT Trust Beneficiaries any rights or remedies under or by reason of this ULT Trust Agreement; *provided, however*, that Toffel shall be an intended third-party beneficiary of this ULT Trust Agreement with standing to enforce the ULT Trust Agreement's applicable terms to the extent this ULT Trust Agreement (a) confers any rights on, or preserve any rights for, Toffel or (b) limits any obligations of Toffel.

**9.10 Notices.** Notices to Beneficiaries shall be given by first class mail, postage prepaid, at the address of such person in each case as provided on such person's proof of claim or by electronic mail. All such notices and communications if mailed shall be effective when physically delivered at the designated addresses or, if electronically transmitted, when the communication is received at the designated addresses.

**9.11 Entire Agreement; No Waiver.** The entire agreement of the parties relating to the subject matter of this ULT Trust Agreement is contained herein and, in the Assignment, referred to herein, and this ULT Trust Agreement and the Assignment supersede any prior oral or written agreements concerning the subject matter hereof. No failure to exercise or delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of rights under law or in equity.

9.12 **Headings.** The headings used in this Trust Agreement are inserted for convenience only and do not affect the construction of the provisions of this Trust Agreement.

9.13 **Effectiveness.** This ULT Trust Agreement shall not become effective until it has been executed and delivered by all the parties hereto, which event shall not occur until the Effective Date.

9.14 **Counterpart Signatures.** This ULT Trust Agreement may be executed in any number of counterparts, each of which shall constitute an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written, and their signatures indicate, on the part of the Trustee, its acceptance of the terms of the trusts hereunder.

**GRANTOR:**

Kendall C. Blewin  
Witness

Andre M. Toffel, P.C.  
Andre M. Toffel, P.C.  
By: Andre M. Toffel  
Its: as its President

**TRUSTEE:**

Kendall C. Blewin  
Witness

AMT I, LLC  
AMT I, LLC  
By: Andre M. Toffel, as its  
Its: Manager

**EXHIBIT D**  
*(Further Assignment)*

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the "Assignment") is made this 31<sup>st</sup> day of October, 2023 (the "Effective Date"), by and between Andre' M. Toffel, P.C., an Alabama professional corporation, hereinafter referred to as "Assignor," and ULT Trust, by and through its Trustee, AMT I, L.L.C., hereinafter referred to as "Assignee."

### WITNESSETH

WHEREAS, Universal Lighting Technologies, Inc. ("ULT") and Assignor entered into that certain General Assignment for the Benefit of Creditors of Universal Lighting Technologies, dated September 5, 2023, attached hereto as Exhibit A (the "General Assignment"), by which ULT assigned all of its property to Assignor for the benefit of creditors so that the property so transferred may be expeditiously liquidated and the proceeds thereof be fairly distributed to its creditors in conformance with the distribution provisions included in the General Assignment;

WHEREAS, pursuant to Section 2 of the General Assignment, Assignor shall further assign all right, title, and interest in the General Assignment to Assignee, substantially in the same form as the General Assignment; and

WHEREAS, for the purposes of effectuating the provisions of Section 2 of the General Assignment, Assignor hereby agrees to transfer and assign all of its right, title, and interest in the General Assignment to Assignee,

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions**. All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the General Assignment.
2. **Assignment and Assumption**. Assignor hereby assigns, grants, conveys, and transfers to Assignee all of Assignor's right, title, and interest in and to the General Assignment. Assignee hereby accepts such assignment and assumes all of Assignor's duties and obligations under the General Assignment and agrees to pay, perform, and discharge, as and when due, all of the obligations of Assignor under the General Assignment accruing on and after the Effective Date.
3. **Terms of the General Assignment**. The terms of the General Assignment, including, but not limited to, the representations, warranties, covenants, agreements, and indemnities are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements, and indemnities contained in the General Assignment shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the General Assignment and the terms hereof, the terms of the General Assignment shall govern.
4. **Governing Law**. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama.

5. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

6. **Further Assurances**. Each of the parties hereto shall execute and deliver, at the reasonable request of the other party hereto, such additional documents, instruments, conveyances, and assurances and take such further actions as such other party may reasonably request to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

[Signature Page Follows]



IN WITNESS WHEREOF, the parties have hereunto set their hands the date as first above written:

**ASSIGNOR:**

Andre' M. Toffel, P.C.

By: Andre M. Toffel, P.C.  
Name: Andre M. Toffel, P.C.  
Its: Andre M. Toffel, as its President

**ASSIGNEE:**

**ULT TRUST**

By: AMT I, LLC  
Its: Trustee

By: Andre' M. Toffel, P.C.  
Its: Manager

By: Andre M. Toffel, as President  
Andre' M. Toffel  
President

**EXHIBIT E**  
*(List of Known Assets)*

## **LIST OF KNOWN ASSETS**

1. Cash currently in Assignee's bank account of approximately \$2,000.
2. Accounts receivable with a face value of approximately \$1.3 million.  
Given the age of the accounts, any recovery will likely be substantially less.
3. A potential GST/HST tax refund from Canada, value unknown.
4. A utility deposit for utilities at the Assignor's former Huntsville, Alabama location, estimated at \$60,000.
5. Computer equipment previously located in the Assignor's Nashville location, estimated at \$15,000.
6. A claim in the Canadian insolvency proceedings of Douglas Lighting Controls, Inc., value unknown.
7. Assets located in Mexico owned by a subsidiary of Assignor named Componentes Universales De Mata, value unknown.
8. Retainer held by legal professionals employed on behalf of the Assignor, estimated at \$20,000.

**EXHIBIT F**  
*(List of Known Creditors)*

A.C.T. (USA) INT'L CORP  
PO BOX 207  
Melbourne FL 32902

ABC INSULATION SUPPLY  
COMPANY  
PO BOX 752546  
MEMPHIS TN 38175-2546

ACUITY BRANDS LIGHTING, INC.  
PO BOX 100863  
ATLANTA GA 30384

ADVANCED MECHATRONICS  
SOLUTIONS, INC.  
10030 VIA DE LA AMISTAD SUITE A  
San Diego CA 92154

AGI CORPORATION  
PO BOX 795  
Madison AL 35758

AI-USA GROUP, LLC  
1124 N. INT'L BLVD STE 650  
HIDALGO TX 78557

ALABAMA DEPARTMENT OF LABOR  
649 MONROE STREET  
MONTGOMERY AL 36131

ALP LIGHTING & CEILING  
PRODUCTS, INC. DBA A.L.P.  
LIGHTING COMPONENTS, INC.  
PO BOX 95023  
PALATINE IL 60095-0023

AMADA AMERICA, INC.  
7025 FIRESTONE BLVD  
BUENA PARK CA 90621

AMBIENT LIGHTING & CONTROLS  
2610 N VAN MARGER ROAD #3  
SPOKANE VALLEY WA 99206

AMERICA II ELECTRONICS, LLC  
2500 118TH AVE NORTH  
ST PETERSBURG FL 33716

AMERICAN EXPRESS CPC  
REMITTANCE PROCESSING  
P.O BOX 650448  
DALLAS TX 75265-0448

AMERICAN TOOL AND PLASTICS,  
LLC  
3019 FAIR STREET  
POPLAR BLUFF MO 63901

AMERICAN WELDING & GAS, INC  
3815 GOVERNORS DRIVE  
HUNTSVILLE AL 35805

ANTRON COMPACT ELECTRONICS  
dba AC ELECTRONICS  
3401 AVE D  
ARLINGTON TX 76011

APPALACHIA LANDSCAPING INC.  
1002 A CLEANER WAY SW  
HUNTSVILLE AL 35805

ARAMARK UNIFORM & CAREER  
APPAREL GROUP, INC.  
AUS AL LOCKBOX PO BOX 904103  
CHARLOTTE NC 28290-4103

ARROW ELECTRONICS  
PO BOX 951597  
DALLAS TX 75395-1597

ASMPT SMT USA, LLC  
3975 LAKEFIELD COURT, SUITE 106  
SUWANEE GA 30024

ASPHALT PRODUCTS INC.  
PO BOX 849  
KOSCIUSKO MS 39090

AT&T- PO BOX 5019  
PO BOX 5019  
CAROL STREAM IL 60197-5019

AVNET ELECTRONICS MARKETING  
PO BOX 847722  
DALLAS TX 75284-7722

BANA BOX  
PO BOX 99239  
FORT WORTH TX 76199-0239

BEL FUSE INC.  
206 VAN VORST STREET  
JERSEY CITY NJ 07302

BELL & MCCOY OF LOUISIANA  
6251 EQUITY DRIVE  
BATON ROUGE LA 70809

BJB ELECTRONIC L.P.  
6375 ALABAMA HIGHWAY  
RINGGOLD GA 30736

BLP TECHNOLOGIES, INC. DBA  
SENSORWORX  
3 ESSEX SQUARE  
ESSEX CT 06426

BLUE TECH LLC DBA BLUEVOLT  
PO BOX 10112  
Portland OR 97296-0112

BLUERIDGE LIGHTING & CONTROLS  
4145 SE WATSON AVE SUITE 520  
BEAVERTON OR 97005

BOYD THERMAL SYSTEMS HONG  
KONG LTD  
9102 COLLECTION CENTER DR  
Chicago IL 60693

BRAUER MATERIAL HANDLING  
SYSTEMS, INC  
226 MOLLY WALTON DRIVE  
HENDERSONVILLE TN 37075

BURTON MCCUMBER & CORTEZ,  
LLP  
1950 PAREDES LINE ROAD  
BROWNSVILLE TX 78521-1692

BUSCH, LLC  
PO BOX 8247  
VIRGINIA BEACH VA 23450

C.H. ROBINSON INTERNATIONAL  
PO BOX 9121  
MINNEAPOLIS MN 55480-9121

CAB TECHNOLOGY, INC.  
21 ALPHA ROAD SUITE 200  
CHELMSFORD MA 01824

CALIFORNIA EASTERN LABS  
4590 PATRICK HENRY DRIVE  
Santa Clara CA 95054-1817

CARCLO TECHNICAL PLASTICS  
PO BOX 17913  
PALATINE IL 60055-7913

CARLTON-BATES COMPANY  
PO BOX 676182  
DALLAS TX 75267-6182

CAROLINA HANDLING LLC  
PO BOX 890352  
CHARLOTTE NC 28289-0352

CCP PROPERTY OWNER NASHVILLE  
1, LLC  
PO BOX 603226  
CHARLOTTE NC 28260-3226

CDW LLC DBA CDW DIRECT, LLC,  
CDW DIRECT  
PO BOX 75723  
Chicago IL 60675

CHAMBERS BOTTLING COMPANY,  
LLC DBA REDI-TO-SERVE  
PO BOX 2709  
HUNTSVILLE AL 35804

CHROMA SYSTEM SOLUTIONS  
19772 PAULING  
FOOTHILL RANCH CA 92610

CINTAS CORPORATION 51  
P.O. BOX 630921  
CINCINNATI OH 45263-0910

CINTAS CORPORATION NO. 2  
P.O. BOX 740855  
CINCINNATI OH 45274-0855

CIT  
21146 NETWORK PLACE  
Chicago IL 60673-1211

COMCAST CORPORATION  
PO BOX 71211  
CHARLOTTE NC 28272-1211

COMMERCE CANAL CORP  
21 INDIA ST 29E  
BROOKLYN NY 11222

COMPOSTAR INC.  
5 TEAKWOOD  
IRVINE CA 92612

COMPUTACENTER FUSIONSTORM,  
INC  
1 UNIVERSITY AVE, SUITE 102  
WESTWOOD MA 02090

COMPUTER SUPPORT SYSTEMS,  
INC.  
PO BOX 2310  
DECATUR AL 35602

CORNELL DUBILIER ELECTRONICS,  
INC.  
CL900005 PO BOX 100199  
COLUMBIA SC 29202-3199

CREATIVE ELECTRON INC.  
201 TRADE ST.  
SAN MARCOS CA 92078

CZARNOWSKI DISPLAY SERVICES,  
INC.  
6067 EAGLE WAY  
Chicago IL 60678-1060

DATAPROBE, INC.  
1B PEARL COURT  
ALLENDALE NJ 07401

DAVIS GRAHAM & STUBBS LLP  
1550 17TH ST SUITE 500  
DENVER CO 80202-1500

DECESARO INTERGRATION  
SERVICES, LLC  
3114 22ND STREET  
LUBBOCK TX 79410

DEI LOGISTICS (USA)  
CORPORATION  
4405 CUSHING PARKWAY  
FREMONT CA 94538

DET LOGISTICS (USA)  
CORPORATION  
46101 FREMONT BLVD  
FREMONT CA 94538

DICKINSON WRIGHT PLLC  
424 Church Street Suite 800  
Nashville TN 37219-2395

DIEBOLT & COMPANY, INC.  
PO BOX 744  
OLD LYNNE CT 06371

DIGI-KEY CORPORATION  
DIGI-KEY CORP. 476554 PO BOX 250  
THREE RIVERS FALLS MN 56701-  
0250

DIGITAL LIGHTING SYSTEMS INC  
12302 SW 128 COURT BAY # 105  
MIAMI FL 33186

DIXIE TOOL COMPANY  
275 KINGS HWY #102  
BROWNSVILLE TX 78521

DS SCALES  
880 WEST PRICE ROAD  
BROWNSVILLE TX 78520

DS WATERS OF AMERICA dba  
CRYSTAL SPRINGS  
PO BOX 660579  
DALLAS TX 75266-0579

DSI NORTH AMERICA  
CORPORATION  
8 EAST STOW ROAD SUITE 110  
MALTON NJ 08053

ECOINSIGHT, INC.  
PO BOX 645812  
Pittsburgh PA 15264

EDWIN JONES CO. INC. DBA  
ENTERTAINMENT NETWORKS  
6445 PRESTONSHIRE LN.  
DALLAS TX 75225

EIS INC.  
PO BOX 734768  
Chicago IL 60673-4768

ELECTRO LINES, INC.  
111 HATHAWAY STREET  
SYRACUSE NY 13208

ELECTROWISE HSV LLC  
113 JETPLEX CIRCLE SUITE B3  
Madison AL 35758

ELLIPTIPAR INC  
114 BOSTON POST ROAD  
WEST HAVEN CT 06516

ELLSWORTH ADHESIVES  
SPECIALTY CHEMICAL  
DISTRIBUTION, INC.  
BOX 88207  
MILWAUKEE WI 53288-0207

EMMCO & ASSOCIATES  
3483 W 12TH  
HOUSTON TX 77008

ENCENTIV ENERGY, INC  
6425 LIVING PLACE SUITE 200  
Pittsburgh PA 15206

ENDRIES INTERNATIONAL  
P.O. BOX 74008008  
Chicago IL 60674-8008

ENVIROCON INTERNATIONAL  
CONSULTING  
24 CONCORD ST. STE A  
EL PASO TX 79906

FACTOR SYSTEMS LLC DBA  
BILLTRUST  
75 REMITTANCE DRIVE SUITE 1394  
Chicago IL 60675-1394

FILTER TECHNOLOGY CO., INC.  
9018-B SCRANTON ST.  
HOUSTON TX 77075

FINN PARTNERS  
301 E 57TH ST  
New York City NY 10022

FKN SYSTEK, INC.  
115 PLEASANT STREET  
MILLS MA 02054

FORESITE, INC.  
1982 S. ELIZABETH STREET  
KOKOMA IN 46902-2432

FOX VALLEY METROLOGY LTD  
3114 MEDALIST DR  
OSHKOSH WI 54902

FREEDOM SALES  
11225 CHALLENGER AVENUE  
ODESSA FL 33556

FRESNEL TECHNOLOGIES, INC.  
101 WEST MORNINGSIDE DRIVE  
FORT WORTH TX 76110

FUJI AMERICA CORPORATION  
DEPT CH 17968  
PALATINE IL 60055-7968

FUNCTIONAL DEVICES, INC.  
P.O. BOX 437  
SHARPSVILLE IN 46068

FUTURE ELECTRONICS CORP  
2101 W CLINTON AVENUE SUITE 400  
HUNTSVILLE AL 35805

GAMMA SCIENTIFIC INC.  
9925 CARROLL CANYON ROAD  
San Diego CA 92131

GAROSO ELECTRIC AND  
HARDWARE DBA NATIONAL  
ELECTRIC AND HARDWARE  
3220 FM 802  
BROWNSVILLE TX 78526

GEM GRAVURE COMPANY, INC.  
112 SCHOOL STREET  
HANOVER MA 02339

GLENMARC INDUSTRIES INC  
2001 S BLUE ISLAND AVE  
Chicago IL 60608

GLOBAL EQUIPMENT CO. INC.  
29833 NETWORK PLACE  
Chicago IL 60673-1298

GRAYBAR ELECTRIC CO. BOSTON  
PO BOX 414396  
Boston MA 02241-4396

GREEN HASSON JANKS  
700 S. FLOWER ST SUITE 3300  
Los Angeles CA 90017-4221

HAGERMAN & COMPANY  
PO BOX 139  
MT ZION IL 62549

HERTZLER SYSTEMS INC.  
2312 EISENHOWER DR N  
GOSHEN IN 46526

HIS COMPANY, INC. DBA HISCO,  
INC.  
PO BOX 890811  
CHARLOTTE NC 28289

HOLLAND & KNIGHT LLP  
PO BOX 936937  
ATLANTA GA 31193

HOMELAND ENVIRONMENTAL  
SOLUTIONS, LLC  
6232 HIGHWAY 72 EAST  
GURLEY AL 35748

IBE SMT EQUIPMENT  
318 CORPORATE WOODS DRIVE  
MAGNOLIA TX 77354

IDEAL INDUSTRIES, INC.  
P.O. BOX 92803  
Chicago IL 60675-2803

IEWC, INC.  
PO BOX 772582  
DETROIT MI 48277-2582

ILLUMINATION TECHNOLOGY  
GROUP LLC  
25 S. Washington St. Suite 204  
Naperville IL 60540

INDUSTRIAL ELECTRONICS, INC  
10334 COGDILL ROAD  
KNOXVILLE TN 37932

INSIGHT DIRECT USA, INC.  
PO BOX 731069  
DALLAS TX 75373-1069

INTEGRATED LOGISTICS HOLDING  
CO. DBA SUPPLY TECHNOLOGIES  
LLC  
PO BOX 781959  
DETROIT MI 48478-1959

INTEK PLASTICS, INC.  
1000 SPIRAL BLVD  
HASTINGS MN 55033

INTERGRAPH CORPORATION  
305 INTERGRAPH WAY  
Madison AL 35758

INTERNATIONAL PAPER MEXICO  
COMPANY  
6400 POPLAR AVE  
MEMPHIS TN 38197

INTERTEK TESTING SERVICES NA,  
INC.  
PO BOX 405176  
ATLANTA GA 30384-5176

IRON MOUNTAIN  
PO BOX 915004  
DALLAS TX 75391-5004

ITD PRECISION  
9719 TELGE ROAD  
HOUSTON TX 77095

ITNOLAP PALLET & CRATING, INC  
1142 HALEY ROAD  
MURFREESBORO TN 37129

JASON HOWARD PAINTING, INC.  
PO BOX 1856  
HUNTSVILLE AL 35807

JBC TOOLS USA INC.  
9296 DIELMAN INDUSTRIAL DRIVE  
SAINT LOUIS MO 63132

JOHANSON DIELECTRICS, INC.  
4001 CALLE TECATE  
CAMARILLO CA 93012

K-B METAL SALES & SERVICE, INC.  
1607 E. TAFT AVENUE SUITE LLA  
WHEATON IL 60189

KDDI AMERICA, INC.  
PO BOX 358151 GN DEPT.  
Pittsburgh PA 15251-5151



KEMET ELECTRONICS  
CORPORATION  
PO BOX 5928  
GREENVILLE SC 29606

KOH YOUNG AMERICA, INC.  
6150 W. CHANDLER BLVD. SUITE  
#39  
CHANDLER AZ 85226

KONICA MINOLTA SENSING  
AMERICAS, INC.  
DEPT CH 19334  
PALATINE IL 60055-9334

KRAYDEN INC.  
1491 West 124Th Ave  
Westminster CO 80234

LD PRODUCTS, INC.  
3700 COVER ST.  
LONG BEACH CA 90808

LEAF  
PO BOX 5066  
HARTFORD CT 06102-5066

LIGHTING AND BULBS UNLIMITED  
PO BOX 1887  
INDIAN TRAIL NC 28079

LOCUST & CO. INC  
10 E ATHENS AVE STE 200  
ARDMORE PA 19003-2115

LOW VOLTAGE SYSTEMS, INC.  
PO BOX 31001-3124  
PASADENA CA 91110

LUIS OCTAVIO RODRIGUEZ  
45 ROBINS LANE  
BROWNSVILLE TX 78526

LUMENFOCUS, LLC  
880 FACET RD  
HENDERSON NC 27537

MANIX MANUFACTURING, INC.  
1650 LORETTA AVENUE  
FEASTERVILLE PA 19053

MARIAN FORT WORTH, INC.  
P.O. BOX 99152  
FORT WORTH TX 76199-0152

MASTER INTERNATIONAL  
CORPORATION DBA MASTER  
ELECTRONICS  
P.O. BOX 512639  
Los Angeles CA 90051

MCMASTER CARR  
PO BOX 7690  
Chicago IL 60680-7690

MCVANTAGE PACKAGING LLC  
514 HIGHWAY 43 SOUTH  
TUSCUMBIA AL 35674

MEGA TECHWAY, INC  
760 F BETA DRIVE  
MAYFIELD VILLAGE OH 44143

MEGLIO AND ASSOCIATES, INC.  
14220 LADUE ROAD  
CHESTERFIELD MD 63017

METALSTA STAMPING &  
MANUFACTURING USA LLC  
514 PALO VERDE  
BROWNSVILLE TX 78521

METROPOLITAN TRUSTEE  
PO BOX 305012  
Nashville TN 37230-5012

MICRO COMMERCIAL CORP  
130 W COCHRAN ST UNIT B  
SIMI VALLEY CA 93065

MICRO FOCUS LLC  
PO BOX 936224  
ATLANTA GA 31193-6224

MICROCHIP TECHNOLOGY, INC.  
2355 W CHANDLER BLVD  
CHANDLER BLVD AZ 85224

MICRORAM ELECTRONICS  
222 Dunbar Ct  
Oldsmar FL 34677

MILLER CONSULTING GROUP INC  
dba GRACE LIGHTING  
PO BOX 5915  
CORALVILLE IA 52241

MIU INTERNATIONAL  
10541 CALLE LEE SUITE 119  
LOS ALAMITOS CA 90720

MJO INDUSTRIES DBA HUGHES-  
PETERS  
8000 TECHNOLOGY BLVD  
HUBER HEIGHTS OH 45424

MNJ TECHNOLOGIES DIRECT, INC.  
PO BOX 771861  
Chicago IL 60677-1861

MOD43 INC.  
7946 N. LILLEY RD  
CANTON MI 48187

MONTANA MANUFACTURERS  
REPRESENTATIVES, LLC  
5429 SUMMER STONE AVE  
BILLINGS MT 59106

MOSHEO CORPORATION  
2B AIRPORT DRIVE EXT.  
HOPEDALE MA 01747

MOTION INDUSTRIES, INC.  
PO BOX 1477  
BIRMINGHAM AL 35201-1477

MOUSER ELECTRONICS  
PO BOX 99319  
FORT WORTH TX 76199

MURATA ELECTRONICS NORTH  
AMERICA, INC.  
PO BOX 100640  
ATLANTA GA 30384

MYRON BOWLING AUCTIONEERS,  
INC  
PO BOX 369  
ROSS OH 45061

NAILD  
2885 COUNTRY DRIVE SUITE 140  
ST. PAUL MN 55117

NASHVILLE AREA CHAMBER OF  
COMMERCE  
500 11TH AVE N STE 200  
Nashville TN 37203

NEMA  
PO BOX 5007  
MERRIFIELD VA 22116

NEWARK CORPORATION  
33190 COLLECTION CENTER DRIVE  
Chicago IL 60693-0331

NEWMANS AND DAUGHTER INC.  
3232 SELBY AVE  
Los Angeles CA 90034

NEXT GENERATION LIGHTING, LLC  
1005 ALDERMAN DR SUITE 205  
ALPHARETTA GA 30005

NGLS, INC dba NEXGEN LIGHTING  
SOLUTIONS  
1740 TRINITY VALLEY DRIVE  
CARROLLTON TX 75006

NICHIA AMERICA CORPORATION  
3575 LOGER BLVD., STE 375  
DULUTH GA 30096

NICHICON (AMERICA)  
CORPORATION  
PO BOX 94015  
Chicago IL 60690

NORDSON CORPORATION  
PO BOX 802586  
Chicago IL 60680-2586

NOVALUX AMERICA, INC.  
3885 CRESTWOOD PKWY SUITE 595  
DULUTH GA 30096

NRC ELECTRONICS, INC.  
6600 PARK OF COMMERCE BLVD  
BOCA RATON FL 33487

NSF INTERNATIONAL  
DEPT LOCKBOX #771380 PO BOX  
77000  
DETROIT MI 48277-1380

OEM ELECTRIC SUPPLY, LLC  
1040 SHADY OAKS DR  
DENTON TX 76205

OLSON METAL PRODUCTS, LLC  
511 W. ALGONQUIN ROAD  
ARLINGTON HEIGHTS IL 60005-4499

OMEGA ENGINEERING, INC.  
ONE OMEGA DRIVE  
STAMFORD CT 06907

ONE SOURCE ASSOCIATES, INC.  
PO BOX 1510  
COLUMBIA MD 21044-0510

O'NEILL CONSULTING  
10 HIGH STREET  
WAKEFIELD RI 02879

ONIN STAFFING, LLC  
3800 COLONNADE PWKY, 300  
BIRMINGHAM AL 35243

ORACLE AMERICA, INC.  
PO BOX 203448  
DALLAS TX 75320-3448

ORTEX PEST CONTROL  
4608 COMMERCIAL DRIVE  
HUNTSVILLE AL 35816

PACHULSKI STANG ZIEL & JONES  
LLP  
10100 SANTA MONICA BLVD, 13TH  
FLOOR  
Los Angeles CA 90067

PACKAGING FULFILLMENT CO. INC.  
PO BOX 790  
LaVergne TN 37086

PACK-MARK, INC.  
1375 E. BITTERS ROAD  
SAN ANTONIO TX 78216

PALLETS 911, LLC  
602 SOUTH INDIANA  
BROWNSVILLE TX 78521

PANASONIC FACTORY SOLUTIONS  
COMPANY OF AMERICA (D/C  
00029798)  
PO BOX 70425  
Chicago IL 60673

PANASONIC INDUSTRIAL DEVICES  
SALES CO. OF AMERICA (00025427)  
1777 STURGIS ROAD SUITE 6  
CALEXICO CA 92232

PANWORTH CORPORATION DBA  
INDUSTRIAL & ELECTRIC SUPPLY  
209 PADRES LINE ROAD  
BROWNSVILLE TX 78521

PARK PLACE TECHNOLOGIES, LLC  
PO BOX 78000- DEPT 781156  
DETROIT MI 48278-1156

PATRIOTEK, LLC  
23 RIDGE ROAD  
CROMWELL CT 06416

PC CONNECTION  
PO BOX 382808  
Pittsburgh PA 15250-8808

PERFORMANCE LIGHTING  
SYSTEMS  
5 JENNER SUITE 130  
IRVINE CA 92618

PESA INDUSTRIAL SUPPLY LLC  
4401 PAREDES LINE ROAD  
BROWNSVILLE TX 78526

PESA LABELING SYSTEMS, INC.  
4401 PAREDES LINE ROAD  
BROWNSVILLE TX 78526

PHOENIX CONTACT USA, INC.  
PO BOX 13344  
NEWARK NJ 07101-3344

PLC MULTIPOINT, INC.  
3101 111TH STREET SW #F  
EVERETT WA 98204

PORTFOLIO MEDIA, INC. DBA  
LAW360  
PO BOX 9570  
NEW YORK NY 10087

PRECISION INTERNATIONAL INC  
488 PALM BLVD  
BROWNSVILLE TX 78520

PRECISION VALUE & AUTOMATION,  
INC.  
1 MUSTANG DRIVE  
COHOES NY 12047

PRESIDIO HOLDING, INC - DBA  
PRESIDIO NETWORKED SOLUTIONS  
LLC  
PO BOX 822169  
Philadelphia PA 19182-2169

QUALITY INDUSTRIAL SOLUTIONS  
LLC  
1602 INDUSTRIAL BLVD  
HIDALGO TX 78557

R.L. MLAZGAR ASSOCIATES, INC.  
10340 VIKING DRIVE SUITE 150  
EDEN PRAIRIE MN 55344

R.S. HUGHES CO., INC.  
317 E CEDAR AVE STE F  
MCALLEN TX 78501

RENCO ELECTRONICS, INC.  
595 INTERNATIONAL PLACE  
ROCKLEDGE FL 32955

RENNER OTTO  
1621 EUCLID AVE 19TH FLOOR  
CLEVELAND OH 44115

RepFiles, LLC  
2831 Peterson Place  
Norcross GA 30071

REPUBLIC SERVICES 979  
PO BOX 9001099  
LOUISVILLE KY 40290

REPUBLIC SERVICES/BFI WASTE  
SERVICES  
P.O. BOX 9001099  
LOUISVILLE KY 40290-1099

RICHARDS & RICHARDS  
P.O. BOX 17070  
Nashville TN 37217

RIEDON, INC.  
300 CYPRESS AVENUE  
ALHAMBRA CA 91801

RINGCENTRAL, INC  
20 DAVIS DRIVE  
BELMONT CA 94002

RIVERON MANAGEMENT SERVICES,  
LLC  
2515 MCKINNEY AVENUE, SUITE  
1200  
DALLAS TX 75201

ROBERT J YOUNG COMPANY, INC  
DBA RJ YOUNG COMPANY, INC.  
P.O. BOX 40623  
Nashville TN 37204

ROCHESTER ELECTRONICS LLC  
16 MALCOM HOYT DR.  
NEWBURYPORT MA 01950

ROCKA SOLUTIONS INC.  
9112 S. AUSTIN DR.  
PHARR TX 78577

ROSER & J COWEN LOGISTICAL  
SERVICES LTD  
4695 TOWERWOOD DRIVE  
BROWNSVILLE TX 78521

RP INDUSTRIAL, LLC.  
PO BOX 4530  
MCALLEN TX 78502-4530

RS  
PO BOX 841811  
DALLAS TX 75284-1811

RUBYCON AMERICA, INC.  
PO BOX 94003  
Chicago IL 60690

RUTHERFORD COUNTY TRUSTEE 2  
P.O. BOX 1316  
MURFREESBORO TN 37133

RXO MANAGED TRANSPORT, LLC  
11215 NORTH COMMUNITY HOUSE  
ROAD  
CHARLOTTE NC 28277

RXO MANAGED TRANSPORT, LLC -  
CAD  
11215 NORTH COMMUNITY HOUSE  
ROAD  
CHARLOTTE NC 28277

SAEHAN ELECTRONICS AMERICA,  
INC.  
7880 AIRWAY ROAD SUITE B5G  
San Diego CA 92154

SALESFORCE.COM, INC.  
PO BOX 203141  
DALLAS TX 75320-3141

SAM'S CLUB  
PO BOX 530981  
ATLANTA GA 30353-0981

SAMSUNG SEMICONDUCTOR INC  
3655 N FIRST STREET  
SAN JOSE CA 95134

SAMTEC, INC  
3837 RELIABLE PKWY  
Chicago IL 60686-0038

SAN DIEGO LIGHTING ASSOC.  
5625 RUFFIN RD, #100  
San Diego CA 92123

SAYLITE LLC DBA MOBERN  
LIGHTING  
PO BOX 246  
LAUREL MD 20725

SCHAEFFER MARKETING GROUP  
INC  
11041 LIN VALLE DRIVE  
ST LOUIS MO 63123

SCHINDLER ELEVATOR  
PO BOX 93050  
Chicago IL 60673-3050

SCHMIDT ELECTRIC CO., INC  
9701 FM 1625  
AUSTIN TX 78747

SCIENTIFIC TEST, INC.  
1110 E COLLINS BLVD. # 130  
RICHARDSON TX 75081

SEATAC LIGHTING & CONTROLS  
15455 53RD AVENUE SOUTH  
TUKWILA WA 98188

SEIKA MACHINERY, INC.  
3528 TORRANCE BLVD. SUITE 100  
TORRANCE CA 90503

SELTECH  
1016 COPELAND OAKS DRIVE  
MORRISVILLE NC 27560

SENJU COMTEK CORP  
2989 SAN YSIDRO WAY  
Santa Clara CA 95051

SLP LIGHTING, LLC  
PO Box 840116  
Kansas City MO 64184-0116

SMALLEY STEEL RING  
555 OAKWOOD ROAD  
LAKE ZURICH IL 60047

SMITH LIGHTING SALES  
4101 N WALNUT AVE  
OKLAHOMA CITY OK 73105

SMT PARTS, INC.  
PO BOX 910  
SEQUOIA CA 95073

SOLDADURA DE MEXICO SA DE CV  
PO BOX 211  
EL PASO TX 79942

SOLID STATE LIGHTING-HAWAII  
2045 LAUWILIWILI STREET UNIT 803  
KAPOLEI HI 96707

SONO-TENK CORPORATION  
2012 ROUTE 9W BLDG #3  
MILTON NY 12547

SOUTHERN MOVING SYSTEMS, INC.  
1508 CENTRAL PARKWAY SW  
DECATUR AL 35601

SPRAY EQUIPMENT & SERVICE  
CENTER LLC  
PO BOX 1633  
COLUMBUS GA 31902

STACKPOLE ELECTRONICS, INC.  
543 S. Americas Ave, Suite A-3  
El Paso TX 79907

STANLEY SPRING & STAMPING  
CORP.  
5050 WEST FOSTER AVENUE  
Chicago IL 60630

STAPLES BUSINESS ADVANTAGE  
PO BOX 405386 DEPT ATL  
ATLANTA GA 30384-5386

STERICYCLE INC.  
28883 NETWORK PLACE  
Chicago IL 60673-1252

STEVENS SALES CO  
2010 S. MILESTONE DR STE. A  
SALT LAKE CITY UT 84104

STUTTS CORPORATION INC  
PO BOX 7188  
HUNTSVILLE AL 35807

SUMMIT SALES & MARKETING, INC  
700 LOCUST LANE  
LOUISVILLE KY 40217

SUR-SEAL CORPORATION  
P.O. BOX 706235  
CINCINNATI OH 45270

TDK CORP. OF AMERICA  
PO BOX 98689  
Chicago IL 60693

TECHMASTER ELECTRONICS, INC.  
6120 HANGING MOSS ROAD SUITE B  
Orlando FL 32807

TECNOLOGIA INDUSTRIAL  
AVANZADA, INC. (TIA, INC.)  
3549 EAST 14TH STREET SUITE C  
BROWNSVILLE TX 78521

TEST CONNECTIONS, INC.  
1146 WEST 9TH STREET  
UPLAND CA 91786

TEST EQUITY  
PO BOX 515047  
Los Angeles CA 90051-5047

THE HAMILTON-RYKER GROUP  
331 WALDRON ROAD STE 200  
LaVergne TN 37086

THE MARTEC GROUP, INC  
202 E THIRD STREET, SUITE 200  
ROYAL OAK MI 48067

THERMTROL CORPORATION  
DEPT 781580 PO BOX 78000  
DETROIT MI 48278-1580

TOSHIBA AMERICA ELECTRONIC  
COMPONENTS, INC.  
9740 IRVINE BLVD SUITE D700  
IRVINE CA 92618

TOWER FASTENERS  
1690 NORTH OCEAN AVE  
HOLTSVILLE NY 11742

TRANSTELCO, INC.  
500 W. OVERLAND AVENUE, SUITE  
310  
EL PASO TX 79901

TRIMECH SOLUTIONS, LLC  
4991 LAKE BROOK DRIVE, SUITE 300  
GLEN ALLEN VA 23060

TSC AMERICA INC.  
3191 W. TEMPLE AVE SUITE 105  
POMONA CA 91768

TTI  
PO DRAWER 99111  
FORT WORTH TX 76199-0111

U.S. CUSTOMS AND BORDER  
PORTECTION  
PO BOX 979126  
ST LOUIS MO 63197

U-BLOX AG  
PO BOX 520  
LOS INDIOS TX 78567

UL LLC  
75 REMITTANCE DRIVE SUITE 1524  
Chicago IL 60675-1524

ULINE  
1770 SATELLITE BOULEVARD  
BUFORD GA 30518

UNITED CHEMI-CON, INC.  
1701 GOLF ROAD, 1-1200  
ROLLING MEADOWS IL 60008

UNITED RENTALS INC  
PO BOX 100711  
ATLANTA GA 30384-0711

UNIVERSAL INSTRUMENTS  
CORPORATION DBA HOVER DAVIS  
PO BOX 392228  
Pittsburgh PA 15251-9228

VIP PACK USA LLC  
4695 JUNIPER ST  
BROWNSVILLE TX 78526

VOSSLOH SCHWABE GMBh (VS-D)  
Wire Transfer  
Nashville TN

VRC COMPANIES, LLC DBA VITAL  
RECORDS CONTROL  
1741 ELM HILL PIKE  
Nashville TN 37210

W.W. GRAINGER, INC.  
DEPT 814298436 PO BOX 419267  
KANSAS CITY MO 64141-6267

WAGO CORPORATION  
N120 W19129 Freistadt Rd.  
Germantown WI 53022

WALLER LANSDEN DORTCH &  
DAVIS, PLLC  
511 UNION STREET SUITE 2700  
Nashville TN 37219

WAYNE KERR ELECTRONICS INC.  
165L NEW BOSTON STREET  
WOBURN MA 01801

WEB SERVICES TEAM  
CORPORATION  
200 SEABOARD LANE  
FRANKLIN TN 37067

WEBB MASON  
PO BOX 62414  
BALTIMORE MD 21264-2414

WELLS FARGO FINANCIAL LEASING  
INC  
800 WALNUT STREET  
DES MOINES IA 50309

WEST CULLMAN ELECTRICAL  
SUPPLY INC.  
1413 4TH ST SW  
CULLMAN AL 35055

WESTERN INDUSTRIES  
CORPORATION  
4249 S.W. 29TH STREET  
OKLAHOMA CITY OK 73119

WHITLAM GROUP, INC.  
24800 SHERWOOD AVE  
CENTER LINE MI 48015-1059

WILLIAMS & ASSOCIATES, INC  
405 EAST 78TH STREET  
BLOOMINGTON MN 55420

WINGFIELD DISTRIBUTING CO., INC.  
- DBA WINGFIELD SCALE COMPANY,  
INC.  
2205 S. HOLTZCLAW AVENUE  
CHATTANOOGA TN 37404

WISCONSIN DEPT OF REVENUE  
PO BOX 930208  
MILWAUKEE WI 53293-0208

WS HAMPSHIRE  
365 KEYES AVENUE  
HAMPSHIRE IL 60140

YUSEN ASSOCIATES INC  
263 WINN STREET  
BURLINGTON MA 01803

ZIERICK MANUFACTURING CORP.  
131 RADIO CIRCLE  
MT KISCO NY 10549

CSA AMERICA TESTING AND  
CERTIFICATION LLC  
BANK OF AMERICA LOCKBOX SERVICES  
PO BOX 74007292  
Chicago IL 60674-7292

DATASITE LLC  
BANK OF AMERICA/IL4-135-09-64  
135 S LA SALLE STREET  
Chicago IL 60603-4157

0739125 BC LTD (DBA TDH LIGHTING)  
24 KICKING HORSE WAY  
PORT MOODY BRITISH COLUMBIA V3H 0G5

BARTLE & GIBSON LTD  
13475 FORT ROAD  
EDMONTON ALBERTA T5A 1C6

BEL PRODUCTS INC.  
6868 MAURICE-DUPLESSIS  
MONTREAL QUEBEC H1G 1Z6

CANADA BRIO TECHNOLOGIES  
312-8988 FRASERTON COURT  
BURNABY BRITISH COLUMBIA

CANTECH MARKETING INC.  
305 PORT UNION ROAD UNITE #2  
TORONTO ONTARIO M1C 2L5

DHL GLOBAL FORWARDING AIR &  
OCEAN INC.  
6200 EDWARD BLVD STE 100  
MISSISSAUGA ONTARIO L5T 2V7

DORIGO SYSTEMS LTD.  
5085 North Fraser Way  
BURNABY BRITISH COLUMBIA V5J0J2

DOUGLAS LIGHTING CONTROLS  
3605 GILMORE WAY UNIT 280  
BURNABY BRITISH COLUMBIA V5C 4X5

FLUXWERX ILLUMINATION INC.  
9255 194TH STREET  
SURREY BRITISH COLUMBIA V4N 4G1

FORESEESON TECHNOLOGY INC.  
2105-11980 HAMMERSMITH WAY  
RICHMOND BRITISH COLUMBIA V74 0A4

HANSEN INDUSTRIES LTD  
2871 OLAFSEN AVENUE  
RICHMOND BRITISH COLUMBIA V6X 2R4

HONG KONG MOULD  
MANUFACTURING OF CANADA LTD.  
UNIT 110 7717 BEEDIE WAY  
DELTA BRITISH COLUMBIA V4G 1C2

HUMBLE MANUFACTURING COMPANY  
LTD  
3331 ARDINGLY AVENUE  
BURNABY BRITISH COLUMBIA V5B 4A5

INTEGRA AGENCIES'  
301 WESTIN STREET, UNIT E  
WINNIPEG MANITOBA R3E 3H4

IRWIN INDUSTRIAL AGENCIES LTD.  
205 INDUSTRIAL PKWY NORTH UNIT 2  
AURORA ONTARIO L4G 4C4

J-SQUARED TECHNOLOGIES INC.  
4015 CARLING AVENUE, SUITE 101  
KANATA ONTARIO K2K 2A3

NORTHWNDS  
1661 Trinity Drive  
Mississauga Ontario L5T 1KF

NRG MANAGEMENT  
293 BOULEVARD INDUSTRIEL  
ST. EUSTACHE QUEBEC J7R6B7

PARK PLACE TECHNOLOGIES  
CANADA ULC  
PO BOX 15929 STATION A  
TORONTO Ontario M5W 1C1

PRODUCT CARE ASSOCIATION OF  
CANADA  
420-2238 YUKON STREET  
VANCOUVER BRITISH COLUMBIA V5Y  
3P2

PROLUX LIGHTING  
11214-178 STREET  
EDMONTON ALBERTA T5S 1P2

UNDERWRITERS LABORATORIES  
OF CANADA INC  
PO BOX 15146 STATION A  
TORONTO ONTARIO M5W 1C1

INGERSOLL RAND CUSTOMER CENTER  
BANK OF AMERICA LOCKBOX SERVICES  
15768 COLLECTIONS CENTER DRIVE  
Chicago IL 60693

ARIEL AVILES ROSARIO DBA PRECISION  
LAPPING WORKS  
PO BOX 1934  
VEGA BAJA 00694  
Puerto Rico

DANHIL DE MEXICO S. DE R.L. DE C.V.  
DANHIL CONTAINERS LL, LTD.  
PO BOX 2089  
TEMPLE TX 76503-2089

STATE OF NEW JERSEY  
DIVISION OF EMPLOYER ACCOUNTS  
PO BOX 929  
Trenton NJ 08646-0059

CHIN POON ELECTRONICS 9THAILAND0  
152 MU 5 BANGKADI INDUSTRIAL PARK  
TIWANON ROAD, AMPHUR MUANG  
PATHUMTHANI 12000

CIXI FEINUOSI ELECTRONIC TECHNOLOGY CO.,LTD  
NO 1258 ZONGHAN ROAD  
CIXI CITY CHINA 315301

CRM SYNERGIES  
C/ JOSE ANTONIO S/N  
LAS VENTAS DE RETAMOSAS TOLEDO  
45183 Spain

CUPRUM FAB SA DE CV  
ISLAS DEL SUR #124  
SAN NICOLAS DE LOS GARZA MONTERREY  
NUEVO LEON, Mexico

MAGNEKON SA DE CV  
AV. ROMULO GARZA # 290  
SAN NICOLAS DE LOS GARZA  
NUEVO LEON CP 66493

TEMPEL DE MEXICO S DE R.L. DE C.V.  
ANDRES GUAJARDO # 315  
PARQUE INDUSTRIAL APODACA  
NUEVO LEON CP 66600

WIRE HARNESSES INTEGRATING  
SOLUTION SA DE CV  
CARR. MIGUEL ALEMAN KM 14.8 BOD 4  
APODACA NUEVO LEON 66600  
Mexico

ROCKA SPECIALTY SOLUTIONS S.A. DE C.V  
Loma de Pinal de Amoles #292 Int. 7  
Queretaro Queretaro 7606  
Mexico

LAMINA Y PLACA COMERCIAL, S.A. DE C. V.  
OCAMPO 250 POIENTE COLONIA CENTRO  
MONTERREY NL 64000  
Mexico

DONGGUAN HOARONG HARDWARE  
NO 10, THE FIRST STREET, WENTAN  
DONGGUAN CITY GUANGDONG  
China

SHANGHAI CHARLES ELECTRONICS  
BLDG 6 NO103, CAOBAO ROAD  
SHANGHAI, China

SHANGHAI INFINEX LIGHTING CO., LTD  
NO. 6555 HUMIN ROAD  
SHANGHAI 200000  
China

SICHUAN ZHONGXING ELECTRONIC CO.  
LTD  
NO. 606 WEST SECTION KEXING ROAD  
WENJIANG, CHENGDU, SICHUAN, CHINA

XIAMEN FARATRONIC CO.  
99 XINYUAN ROAD  
HAICANG DISTRICT XIAMEN  
China

YUYAO WANGDA ELECTRICAL APPLIANCE  
CO., LTD.  
LISHAN VILLAGE, DITANG STREET  
YUYAO ZHEJIANG, P.R.  
China

DSV SOLUTIONS SA DE CV  
AVENIDA OCTOAVIO PAZ NUM 180  
COMPLEJO INDUSTRIAL CHIHUAHUA  
CHIHUAHUA CHIHUAHUA 33136

STRADLING YOCCA CARLSON & RAUTH  
660 NEWPORT CENTER DRIVE,  
SUITE 1600  
NEWPORT BEACH CA 92660-6422

SHANGHAI HEFENG ELECTRICAL  
NO. 1919 DUHUI ROAD  
MINHANG DISTRICT  
SHANGHAI, CHINA 201108

SHANGHAI ITPC IMPORT & EXPORT CO.  
LTD.  
ROOM 101, NO. 5, LANE 81  
TAN JIA DU ROAD  
SHANGHAI, China 200063

SHENZHEN BETOP ELECTRONICS, LTD.  
1201 NO. 8 SKYWORTH INNOVATION  
VALLEY 1ST TANGTOU ROAD  
SHIYAN TOWN SHENZHEN 518108

EMPAQUES RIO GRANDE, S.A. DE C.V.  
Avenida Uniones 2700 Parque  
Industrial Finsa Norte 2700  
Matamoros Tamaulipas 87316

STEEL TECHNOLOGIES DE MEXICO SA DE  
CV  
AVE. TRANSFORMACION #1000  
PARQUE INDUSTRIAL FINSA 3A ETAPA  
MATAMOROS TAMAULIPAS 87316

MAREL MANUFACTURAS S DE RL DE CV  
CARRETERA A REYNOSA KM 2.5 S/N  
INTERIOR 9 ZONA INDUSTRIAL  
H. MATAMOROS TAMAULIPAS 87325

Internal Revenue Service  
801 Tom Martin Drive Suite 3  
Birmingham, Al 35211

Alabama Dept of Revenue  
50 N Ripley Street  
Montgomery, Al 36130

Tennessee Dept of Revenue  
Andrew Jackson State Office Building  
500 Deaderick Street  
Nashville, TN 37242

VALENCIA TREJO, JUAN  
Rincon Alameda 220  
Rinconada de las Brisas  
87313 Matamoros Tamaulipas Mexico

ALVAREZ SALAS, GREGORIO  
Benito Juarez 231  
Manuel Cavazos Lerma  
87453 Matamoros Tamaulipas Mexico

GONZALEZ FERNANDEZ, ENRIQUE  
Eugenio Lopez 32  
San Rafael  
87340 Matamoros Tamaulipas Mexico

Afsaneh Agahi  
4415 Walhill Lane  
Austin, TX 78759

Blanca Arellano  
2823 E 28th St  
Brownsville, TX 78521

William Brosius  
482 SUNNYBROOK DRIVE  
BRENTWOOD, TN 37027

Matthew Cobb  
1303 Wisp Ct  
Murfreesboro, TN 37128

Luis Gutierrez  
224 Juarez Dr  
Hermitage, TN 37076

Mike Helton  
1182 Cross Creek Dr  
Franklin, TN 37067

Christopher Holstein  
1363 Liberty Pike  
Franklin, TN 37067

Lori Milan  
3950 Hoggett Ford Road  
Hermitage, TN 37076

Melanie Morris  
917 Murfree Avenue  
Murfreesboro, TN 37129

Daphene Nance  
3403 OAKMONT AVE  
HUNTSVILLE, AL 35810

Jeffrey Pease  
16985 Tanglewood Dr  
Brookfield, WI 53005

Gregory Pylant  
120 Scarlet Lane  
Arab, AL 35016

Gurjit Sammewali  
6 Hamilton Court  
Paramus, NJ 7652

James Borovsky  
13202 North 37th Way  
Phoenix, AZ 85032



Todd Smith  
107 Murray St.  
Sayre, PA 18840

Debra Jones  
3530 Barkers Mill Rd  
Clarksville, TN 37042

David Karpinski  
1485 W 18th St.  
Upland, CA 91784

Paul Tudor  
9405 Vista Hill Way  
Lone Tree, CO 80124

ALVARADO REYES, ROMAN  
Teotihuacan 20  
Hogares de Matamoros  
87495 Matamoros Tamaulipas Mexico

AZUARA JONGUITUD, FRANCISCO  
Constitucion de 1917 76  
Independencia  
87477 Matamoros Tamaulipas Mexico

SOSA MARTINEZ, PABLO EDSON GAMALIEL  
Privada La Canada 259  
Infonavit Buenavista  
87390 Matamoros Tamaulipas Mexico

GONZALEZ RANGEL, EDNA EDITH  
4 entre Independencia y Victoria 807  
Centro  
87300 Matamoros Tamaulipas Mexico

HERNANDEZ MEZA, OSCAR ROLANDO  
Ebanos 105  
Del Valle Residencial  
87415 Matamoros Tamaulipas Mexico

GONZALEZ MARTINEZ, RAQUEL  
Adolfo Lopez Mateos 122  
Revolucion Verde  
87445 Matamoros Tamaulipas Mexico

RAMIREZ BELMONTE, RICARDO  
De la Reforma 13  
Fuentes Industriales II  
87496 Matamoros Tamaulipas Mexico

SEGOVIANO PEREZ, AIDE  
Pedro Garza Sanchez 4B  
Aurora  
87370 Matamoros Tamaulipas Mexico

MOLINA NIÑO, JUAN CARLOS  
Agustin Melgar 8  
Encantada  
87389 Matamoros Tamaulipas Mexico

CASTILLO DOMINGUEZ, JUANA  
10 entre Herrera y Bustamente 152  
Centro  
87300 Matamoros Tamaulipas Mexico

GUTIERREZ ZOZAYA, JAZMIN DE JESUS  
Ceiba entre Secoya y Cedro 159  
Arboledas  
87448 Matamoros Tamaulipas Mexico

OLVERA CHAGOYA, CRESCENCIO  
Margaritas 98  
Los Encinos  
87348 Matamoros Tamaulipas Mexico

BOLAÑOS PEDRAZA, CESAR  
Lago Erie 8  
Las Villas Del Lago  
87440 Matamoros Tamaulipas Mexico

SALINAS GARCIA, LILIA  
Avenida Jimenez 48  
Praxedis Balboa  
87430 Matamoros Tamaulipas Mexico

PEREZ GARZA, EDUARDO  
Enrique Siller Flores 46  
Los Presidentes  
87413 Matamoros Tamaulipas Mexico

MEJIA BECERRA, LUIS JAVIER  
Cisne Esquina 2  
Las Torres  
87396 Matamoros Tamaulipas Mexico

MUSSIETT LE FORT, ALFREDO JEAN PAUL  
Santos Degollado 47  
Arboledas  
87448 Matamoros Tamaulipas Mexico

ANDRADE JUAREZ, FRANCISCO  
Jazmin 85  
Los Encinos  
87348 Matamoros Tamaulipas Mexico

CARMONA GASPAR, PEDRO  
Diamante 68  
San Isidro  
87456 Matamoros Tamaulipas Mexico

REYES BALDERAS, JESUS ANTONIO  
Privada Isaac Newton 105  
Progreso  
87440 Matamoros Tamaulipas Mexico

MILLAN LUNA, ALEJANDRA  
Sabino entre Canelo y Tauro 26  
Arboledas del Río  
87440 Matamoros Tamaulipas Mexico

DE LA CRUZ HERNANDEZ, JUAN OMAR  
Mariano Zavala 137  
Seccion 16  
87390 Matamoros Tamaulipas Mexico

CABRALES ZUÑIGA, JESSICA VALERIA  
Fernando II 113  
Villa Española  
87344 Matamoros Tamaulipas Mexico

MARTINEZ MANCILLAS, CINTHIA  
Tacubaya entre Avenida Constituyentes y Niños  
Héroes 14  
Las Mitras  
87314 Matamoros Tamaulipas Mexico

GRAJEDA VARGAS, HUGO ENRIQUE  
España 58 A  
Buenavista  
87350 Matamoros Tamaulipas Mexico

PUGA TOVAR, JOSE ASCENCION  
Villa Hermosa 42  
Villa Del Parque  
87315 Matamoros Tamaulipas Mexico

Michael R. Thomas, President  
Weled  
Thomas Technologies, LLC  
mthomas@thomastechno.com

Shenzhen Betop Electronics Co., Ltd.  
c/o Arthur Tretiakov  
USA Debt Recovery Solutions, Inc.  
255 W. Foothill Blvd, Suite 205  
Upland, CA 91786

Arthur.tretiakov@recoverthedebt.com

Yoshitomo Fujiwara  
KDDI America, Inc.  
33 Whitehall Street  
26<sup>th</sup> Floor  
New York, NY 10004  
y.fujiwara@kddia.com

Troy Scott  
RXO  
Troy.scott@rxo.com

Rodrigo Casas  
Director General  
VC Laminations  
reasas@vclaminations.com

Brittany Jones  
BlueCross BlueShield of Tennessee  
Membership Account Specialist II  
1 Cameron Hill Circle  
Chattanooga, TN 37402

CH Robinson Worldwide, Inc.  
c/o Timothy W. Fafinski, Esq.  
Corporate Counsel, P.A.  
3411 Brei Kessel Road  
Minneapolis, MN 55359  
timf@cepallaw.net

Citibank, N.A.  
c/o Gregory F. Pylant  
Zarzaur & Schwartz, P.C.  
2209 Morris Avenue  
Birmingham, AL 35203-4211

HYDRA S.A.  
PRUMYSLOVA 1110 506 01 JICIN  
NORAVSKY BEROUN 79305  
Czech Republic

PLASTIC PACKAGING  
TECHNOLOGIES SA DE CV  
16 DE SEPTIEMBRE LOTE 10  
COL PARQUE IND REYNOSA SECC  
NORTE  
REYNOSA TAMAU IPAS 88788

Jiangsu Super Lighting Electric Appliance Co., LTD.  
c/o Michael Bell  
International Account Manager  
Commercial Collection Consultants  
18756 Stone Oak Parkway #200  
San Antonio, TX 78258  
Paul Du/ Yang Yu Hua  
Shanghai IPTC IMP/EXP Co., Ltd.  
Rm 1101-1104, No 208  
Ru Shan Road  
PuDong, Shanghai, China  
200120  
pauldu@chance-ele.com

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Paul.j.tudor@outlook.com

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Rubycon-Director of Sales/Marketing  
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Vida Krug  
Sr. Recovery Analyst  
CDW Direct LLC  
Vida.krug@cdw.com

CTP Camera, Inc. d/b/a Carelo Technical  
Plastics  
c/o Daniel H. Puryear, Esq.  
Puryear Law Group PLLC  
104 Woodmont Boulevard, Suite #201  
Nashville, TN 37205  
dpuryear@puryearlawgroup.com  
United Rentals (North America) Inc.  
c/o Mark A. Kirkorsky, Esq.  
The Law Offices of Mark A. Kirkorsky  
1119 W. Southern Ave.  
Suite 200  
Mesa, Arizona 85210  
kevin@makpac.com

JORGE TREJO KARAM  
CIRCUITO CENTRO COMERCIAL NO  
14  
SEGUNDO PISO OFICINAS 201 Y 202  
NAUCALPEN DE JUAREZ ESTADO  
53100

SHENZHEN SOUTHERN  
MACHINERY SALES AND SERVICE  
CO., LTD  
RM 1806, BLOCK 3, JINYUN COFCO  
QIANJIN 2 ROAD XIXIANG  
SHENZHEN CITY BAOAN DISTRICT

Leif Simpson  
Credit Manager  
Datasite

Leif.simpson@datasite.com

Zhedong Zhang  
Yuyao Wangda Electronic Co., Ltd.

Zhed.zhang@yywd.com

Tim Turnbach  
Southeast Area Sales Manager  
STMICROELECTRONICS

Tim.turnbach@st.com

A.C.T. (USA) Int'l  
c/o Malinda Hayes  
Law Offices of Malinda Hayes  
378 Northlake Blvd. #218  
North Palm Beach, FL 33408  
malinda@mlhlawoffices.com

Frederick Casey, Collector  
Davis & Jones, LLC  
2521 Brown Blvd  
Arlington, TX 76006  
fcasey@dvsjones.com

Nikki Rangra  
Global Managing Director  
FGI  
410 Park Avenue, Suite 920  
New York, NY 10022  
nrangra@fgiww.com

Tower Fasteners, LLC  
c/o Christopher W. Conner, Esq.  
P. O. Box 5059  
Maryville, TN 37802-5059

Saehan Electronics American, Inc.  
ATTN: Hanbit Kang  
2177 Britania Boulevard  
San Diego, CA 92154

HB ASIA PACIFIC CO., LIMITED  
HAO BAO INDUSTRIAL PARK, NO 43  
XIN ER HONG ROAD, SHAJING  
BAOAN SHENZHEN 518000

TE CONNECTIVITY CORPORATION  
BLVD INDUSTRIAL NORTE #23  
PARQUE INDUSTRIAL HERMOSILLO  
NORTE  
HERMOSILLO SONORA C.P. 83118

VC LAMINATIONS SA DE CV  
ORIENTE 4, #3 NUEVO PARQUE  
INDUSTRIAL  
SAN JUAN DEL RIO QUERETARO  
76806

WIN SOURCE ELECTRONIC  
TECHNOLOGY LIMITED  
13B/F HANGDU BUILDING  
NO. 1006 HUAFU ROAD  
CHENZHEN 518031

XIAMEN WANMING ELECTRONICS  
CO. LTD.  
NO. 88 BAIHUYAN ROAD, JIMEI  
DISTRICT  
XIAMEN FUJIAN 361022

YINUO ELECTRONICS CO., LIMITED  
15D, BUILDING 5, MINGHAO  
LICHENG  
SHAJING BAOAN  
SHENZHEN 518101

**EXHIBIT G**  
*(Claim Form)*

IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA

In re:

ULT Trust,

Petitioner.

)  
)  
)  
)  
)

CASE NO.: \_\_\_\_\_

CREDITOR'S STATEMENT OF CLAIM

1. Who is the current creditor? \_\_\_\_\_  
Name of the current creditor (the person or entity to be paid for this claim)  
Other names the creditor used with the debtor? \_\_\_\_\_

2. Where should notices and payments to the creditor be sent? ~~Where should notices to the creditor be sent?~~ ~~Where should payments to the creditor be sent? (if different)~~

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
Number Street

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Phone

\_\_\_\_\_  
Contact Email

\_\_\_\_\_  
Contact Email

4. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed.  
\_\_\_\_\_

5. Is all or part of the claim secured?  No  
 Yes - The claim is secured by a lien on property.  
Nature of Property:  
 Real Estate:  
 Motor Vehicle  
 Other, Describe \_\_\_\_\_

Is all or part of the claim entitled to priority under the General Assignment for the Benefit of Creditors?  
 No  
 Yes, Describe \_\_\_\_\_

(See Paragraph 6(i) of the General Assignment, attached as Exhibit B to the Petition for Administration)

6. The person completing this proof of claim must sign it and date it.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date \_\_\_\_\_  
MM / DD /YYYY

Signature \_\_\_\_\_

Print the name of the person who is completing and signing this claim:

Name: \_\_\_\_\_  
First name Middle name Last name

Title: \_\_\_\_\_

Company: \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: \_\_\_\_\_  
Number Street

City State Zip Code

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**EXHIBIT H**  
*(Proposed Notice to Creditors)*

**IN THE CIRCUIT COURT OF JEFFERSON COUNTY, ALABAMA**

<b>In re:</b>  <b>ULT Trust,</b>  <b>Petitioner.</b>	) ) ) ) )	<b>CASE NO.:</b> _____
--	-----------------------	------------------------

**NOTICE TO CREDITORS OF UNIVERSAL LIGHTING TECHNOLOGIES, INC. OF  
ASSIGNMENT FOR THE BENEFIT OF CREDITORS**

To the creditors of Universal Lighting Technologies, Inc. ("ULT, Inc.):

**PLEASE TAKE NOTICE** that, on September 5, 2023, ULT Inc., executed a General Assignment for the Benefit of Creditors of Universal Lighting Technologies, Inc. (the "Initial Assignment") in favor of Andre M. Toffel, P.C. (the "Initial Assignee").

**PLEASE TAKE FURTHER NOTICE** that the Initial Assignment effectuated the transfer of all assets of ULT Inc. (as they existed on September 5, 2023) to the Initial Assignee, specifically for the benefit of the creditors of ULT Inc.

**PLEASE TAKE FURTHER NOTICE** that the rights, title, and interests included with the Initial Assignment were further assigned to the ULT Trust on October 31, 2023. The ULT Trust was created on October 31, 2023, for the sole purpose of effecting all actions contemplated in the Initial Assignment.

**PLEASE TAKE FURTHER NOTICE** that on November 3, 2023, a Petition for Administration (the "Petition") was filed in the Circuit Court of Jefferson County, Alabama (the "Circuit Court"). A true and correct copy of the Petition, including all exhibits, can be accessed at the following link: [dentons.com/ULT](https://dentons.com/ULT)

**PLEASE TAKE FURTHER NOTICE** that the Circuit Court has set January 18, 2024 as the date in which creditor claims must be submitted as to the ULT Trust. All claims must be submitted in writing, and substantially in the form included here as Exhibit A.

**PLEASE TAKE FURTHER NOTICE** that any claims must be submitted in writing, to Stephen B. Porterfield and Thomas B. Humphries (counsel for ULT Trust), in a form substantially similar to the document attached here as Exhibit A. Claims may be submitted electronically via Email to ([stephen.porterfield@dentons.com](mailto:stephen.porterfield@dentons.com); [thomas.humphries@dentons.com](mailto:thomas.humphries@dentons.com)) or via U.S. Mail to the following address:



**DENTONS SIROTE PC**  
c/o Stephen B. Porterfield  
2311 Highland Avenue South  
P.O. Box 55727  
Birmingham, AL 35255-5727

**PLEASE TAKE FURTHER NOTICE** that distributions to creditors will only be made as to submitted claims if there are sufficient assets in the ULT Trust. Any distributions will be governed by the terms of ULT Trust and otherwise applicable law.

Dated: \_\_\_\_\_, 2023

/s/ Stephen B. Porterfield

Stephen B. Porterfield  
Thomas B. Humphries

**Counsel for Petitioner**

**OF COUNSEL:**

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