

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹	)	Case No. 19-10488 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	
	)	Re: Docket No. 106, 110, 234

**ORDER (I) APPROVING THE
ADEQUACY OF THE DISCLOSURE STATEMENT; (II)
APPROVING THE SOLICITATION AND NOTICE PROCEDURES
WITH RESPECT TO CONFIRMATION OF THE DEBTORS’ JOINT
CHAPTER 11 PLAN; (III) APPROVING THE FORMS OF BALLOTS AND
NOTICES IN CONNECTION THEREWITH; (IV) SCHEDULING CERTAIN
DATES WITH RESPECT THERETO; AND (V) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the Debtors for entry of an order pursuant to sections 105, 1125, 1126, and 1128 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018, 3020, and Local Rules 3017-1, 3018-1, and 3020-1 approving: (a) the *Disclosure Statement for the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”); (b) the Disclosure Statement Hearing Date and Disclosure Statement Hearing Notice; (c) the Disclosure Statement Objection Deadline and Disclosure Statement Objection Response Deadline; (d) the Voting Record Date, Solicitation Deadline, and Voting Deadline; (e) the manner and form of the Solicitation Packages and the materials contained therein; (f) the Plan Supplement Notice; (g) the Non-Voting Status Notices; (h) the form of notices to

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

² Capitalized terms used and not defined have the meanings given to them in the Motion or the Disclosure Statement, as applicable.

counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan; (i) the Solicitation and Voting Procedures; (j) the Plan Objection Deadline, Confirmation Hearing Date, and Confirmation Hearing Notice; and (k) the dates and deadlines related thereto, all as more fully set forth in the Motion; and upon the First Day Declaration; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue of this proceeding and the Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the relief requested in the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and this Court having found that the Debtors' notice of the Motion and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and this Court having reviewed the Motion and having heard the statements in support of the relief requested therein at a hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is HEREBY ORDERED THAT:

1. The Motion is granted as provided herein.

I. Approval of the Disclosure Statement.

2. The Disclosure Statement is hereby approved as providing Holders of Claims entitled to vote on the Plan with adequate information to make an informed decision as to

whether to vote to accept or reject the Plan in accordance with section 1125(a)(1) of the Bankruptcy Code.

3. The Disclosure Statement (including all applicable exhibits thereto) provides Holders of Claims, Holders of Interests, and other parties in interest with sufficient notice of the injunction, exculpation, and release provisions contained in Article VIII of the Plan, in satisfaction of the requirements of Bankruptcy Rule 3016(c).

II. Approval of the Solicitation and Voting Procedures.

4. The Debtors are authorized to solicit, receive, and tabulate votes to accept the Plan in accordance with the Solicitation and Voting Procedures attached hereto as **Exhibit 1**, which are hereby approved in their entirety.

5. Any party wishing to file a motion under Bankruptcy Rule 3018(a) to temporarily allow a Claim or Interest for purposes of voting to accept or reject the Plan shall have until ten (10) days from the later of (a) the mailing of the Confirmation Hearing Notice and (b) the filing of a claim objection to file such a motion. The Debtors and other parties in interest shall have until **May 17, 2019** as the deadline by which the Debtors or other parties in interest must file objections to any motion filed pursuant to Bankruptcy Rule 3018(a).

III. Approval of the Disclosure Statement Hearing Notice.

6. The Disclosure Statement Hearing Notice, the form of which is attached hereto as **Exhibit 2**, filed by the Debtors and served upon parties in interest in these chapter 11 cases, constitutes adequate and sufficient notice of the hearings to consider approval of the Disclosure Statement, the manner in which a copy of the Disclosure Statement (and exhibits thereto, including the Plan) could be obtained, and the time fixed for filing objections thereto, in

satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

IV. Approval of the Materials and Timeline for Soliciting Votes.

A. Approval of Key Dates and Deadlines with Respect to the Plan and Disclosure Statement.

7. The following dates are hereby established (subject to modification as necessary) with respect to the solicitation of votes to accept, and voting on, the Plan as well as filing objections to the Plan and confirming the Plan (all times prevailing Eastern Time):

Event	Date
Voting Record Date	May 1, 2019
Solicitation Deadline	Three (3) business days from the entry of this Order
Publication Deadline	Five (5) business days from the entry of this Order
Bankruptcy Rule 3018(a) Objection Deadline	May 17, 2019
Deadline to File Plan Supplement	May 28, 2019
Voting Deadline	June 4, 2019 at 4:00 p.m.
Plan Objection Deadline	June 4, 2019 at 4:00 p.m.
Plan Objection Response Deadline	June 7, 2019 at 4:00 p.m.
Deadline to File Brief in Support of Confirmation	June 7, 2019 at 4:00 p.m.
Deadline to File Voting Report	June 10, 2019 at 4:00 p.m.
Confirmation Hearing Date	June 11, 2018 at 10:00 a.m.

8. Any party who did not file a claim prior to the Voting Record Date that files a claim in the Chapter 11 Cases on or prior to the Bar Date of May 17, 2019 shall be entitled to vote in the appropriate Class and the Debtors shall issue Solicitation Packages to any such

Holders of any Claims or Interests who did not receive Solicitation Packages prior to the Solicitation Deadline as soon as reasonably practicable.

B. Approval of the Form of, and Distribution of, Solicitation Packages to Parties Entitled to Vote on the Plan.

9. In addition to the Disclosure Statement and exhibits thereto, the Solicitation Packages to be transmitted on or before the Solicitation Deadline to those Holders of Claims in the Voting Classes entitled to vote on the Plan as of the Voting Record Date, shall include the following, the form of each of which is hereby approved:

- a. an appropriate form of Ballot substantially in the form attached hereto as **Exhibits 3A, 3B, 3C, and 3D**, respectively;³
- b. the Cover Letter substantially in the form attached hereto as **Exhibit 7**; and
- c. the Confirmation Hearing Notice substantially in the form attached hereto as **Exhibit 8**.

10. The Solicitation Packages provide the Holders of Claims entitled to vote on the Plan with adequate information to make informed decisions with respect to voting on the Plan in accordance with Bankruptcy Rules 2002(b) and 3017(d), the Bankruptcy Code, and the Local Rules.

11. The Debtors shall distribute Solicitation Packages to all Holders of Claims entitled to vote on the Plan on or before the Solicitation Deadline. Such service shall satisfy the requirements of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules.

12. The Debtors are authorized, but not directed or required, to distribute the Plan, the Disclosure Statement, and this Order to Holders of Claims entitled to vote on the Plan in

³ The Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim who has filed duplicate Claims against the Debtors that are classified under the Plan in the same Voting Class, receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class.

electronic format (*i.e.*, on a CD-ROM or flash drive). **Only** the Ballots as well as the Cover Letter and the Confirmation Hearing Notice will be provided in paper form. On or before the Solicitation Deadline, the Debtors (through their Solicitation Agent) shall provide complete Solicitation Packages (other than Ballots) to the U.S. Trustee and to all parties on the 2002 List as of the Voting Record Date.

13. Any party that receives the materials in electronic format but would prefer to receive materials in paper format, may contact the Solicitation Agent and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

14. The Solicitation Agent is authorized to assist the Debtors in: (a) distributing the Solicitation Package; (b) receiving, tabulating, and reporting on Ballots cast to accept or reject the Plan by Holders of Claims against the Debtors; (c) responding to inquiries from Holders of Claims and Interests and other parties in interest relating to the Disclosure Statement, the Plan, the Ballots, the Solicitation Packages, and all other related documents and matters related thereto, including the procedures and requirements for voting to accept or reject the Plan and for objecting to the Plan; (d) soliciting votes on the Plan; and (e) if necessary, contacting creditors regarding the Plan.

15. The Solicitation Agent is also authorized to accept Ballots via electronic online transmission solely through a customized online balloting portal on the Debtors' case website. The encrypted ballot data and audit trail created by such electronic submission shall become part of the record of any Ballot submitted in this manner and the creditor's electronic signature will be deemed to be immediately legally valid and effective. Ballots submitted via the customized online balloting portal shall be deemed to contain an original signature.

16. All votes to accept or reject the Plan must be cast by using the appropriate Ballot. All Ballots must be properly executed, completed, and delivered according to their applicable voting instructions by: (a) first-class mail, in the return envelope provided with each Ballot; (b) overnight delivery; or (c) personal delivery, so that the Ballots are **actually received** by the Solicitation Agent no later than the Voting Deadline at the return address set forth in the applicable Ballot. Alternatively, Ballots may be submitted via an electronic Ballot through the Solicitation Agent's on-line electronic Ballot submission portal at <https://cases.stretto.com/zgallerie> by no later than the Voting Deadline. The Debtors are authorized to extend the Voting Deadline in their sole discretion and without further order of the Court.

17. To the extent the Debtors (in consultation with the Committee and the Winning Bidder, as applicable) reclassify any Class 7 Claims as Class 6 Claims, any Holder of such reclassified Class 6 Claim that voted to accept the Plan on account of such Holder's Class 7 Claim shall be deemed to have voted to accept the Plan on account of such Holder's Class 6 Claim and the Debtors will not resolicit such Holders; *provided, however*, if any Holder of a reclassified Class 6 Claim did not vote to accept the Plan on account of such Holder's Class 7 Claim, the Debtors will resolicit such Holders as Holders of Class 6 Claims as soon as reasonably possible prior to the Confirmation Hearing.

C. Approval of the Confirmation Hearing Notice.

18. The Confirmation Hearing Notice, substantially in the form attached hereto as **Exhibit 8**, when timely filed constitutes adequate and sufficient notice of the hearings to consider approval of the Plan, the manner in which a copy of the Plan could be obtained, and the time fixed for filing objections thereto, in satisfaction of the requirements of the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Local Rules. The Debtors

shall publish the Confirmation Hearing Notice (in a format modified for publication) one time on or before the date that is five (5) business days from the entry of the Order in the national edition of *The New York Times* and the *Los Angeles Times*.

D. Approval of Notice of Filing of the Plan Supplement.

19. The Debtors are authorized to send notice of the filing of the Plan Supplement, which will be filed and served by the earlier of (a) at least seven (7) days prior to the Voting Deadline or the Objection Deadline or (b) fourteen (14) days prior to the Confirmation Hearing, substantially in the form attached hereto as **Exhibit 9**, on the date the Plan Supplement is filed or as soon as reasonably practicable thereafter.

E. Approval of the Form of Notices to Non-Voting Classes.

20. Except to the extent the Debtors determine otherwise, the Debtors are not required to provide Solicitation Packages to Holders of Claims or Interests in Non-Voting Classes, as such Holders are not entitled to vote on the Plan. Instead, on or before the Solicitation Deadline, the Solicitation Agent shall mail (first-class postage pre-paid) a Non-Voting Status Notice in lieu of Solicitation Packages, the form of each of which is hereby approved, to those parties, outlined below, who are not entitled to vote on the Plan:

- a. ***Not Impaired Claims—Conclusively Presumed to Accept.*** Holders of Claims in Classes 1, 2, and 3 are not impaired under the Plan and, therefore, are conclusively presumed to have accepted the Plan. As such, Holders of such Claims will receive a notice, substantially in the form attached hereto as **Exhibit 4**, in lieu of a Solicitation Package.
- b. ***Other Interests and Claims—Deemed to Reject.*** Holders of Claims and Interests in Classes 10 (if any) and 11 are receiving no distribution under the Plan and, therefore, are deemed to reject the Plan and will receive a notice, substantially in the form attached hereto as **Exhibit 5**, in lieu of a Solicitation Package.
- c. ***Disputed Claims.*** Absent a Resolution Event (as defined in the Solicitation and Voting Procedures), Holders of Claims that are subject to a pending objection by the Debtors filed on or before the Solicitation

Deadline are not entitled to vote the disputed portion of their claim. As such, Holders of such Claims will receive a notice, substantially in the form attached to this Order as **Exhibit 6**.

21. The Debtors are not required to mail Solicitation Packages or other solicitation materials to: (a) Holders of Claims that have already been paid in full during these chapter 11 cases; or (b) any party to whom the Disclosure Statement Hearing Notice was sent but was subsequently returned as undeliverable.

22. The Debtors will not provide the Holders of Class 8 Intercompany Claims or Class 9 Intercompany Interests with a Solicitation Package or any other type of notice in connection with solicitation.

F. Approval of Notices to Contract and Lease Counterparties.

23. The Debtors are authorized to mail a notice of assumption or rejection of any Executory Contracts or Unexpired Leases (and any corresponding cure claims), substantially in the forms attached hereto as **Exhibit 10** and **Exhibit 11** to the applicable counterparties to Executory Contracts and Unexpired Leases that will be assumed or rejected pursuant to the Plan (as the case may be), within the time periods specified in the Plan.

V. Approval of Procedures for Confirming the Plan.

A. Approval of the Timeline for Filing Objections to the Plan and Confirming the Plan.

24. The following dates are hereby established (subject to modification as needed) with respect to filing objections to the Plan and confirming the Plan:

- a. **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time shall be the Plan Objection Deadline;
- b. **June 7, 2019, at 4:00 p.m.** prevailing Eastern Time shall be the Plan Objection Response Deadline;
- c. **June 7, 2019, at 4:00 p.m.** prevailing Eastern Time shall be the date by which the Debtors shall file their brief in support of Confirmation;

- d. **June 10, 2019** shall be the date by which the the Voting Report shall be filed with the Court; and
- e. **June 11, 2019 at 10:00 a.m.** prevailing Easter Time shall be the Confirmation Hearing Date.

B. Approval of the Procedures for Filing Objections to the Plan.

25. Objections to the Plan will not be considered by the Court unless such objections are timely filed and properly served in accordance with this Order. Specifically, all objections to confirmation of the Plan or requests for modifications to the Plan, if any, **must**: (a) be in writing; (b) conform to the Bankruptcy Rules and the Local Rules; (c) state, with particularity, the legal and factual basis for the objection and, if practicable, a proposed modification to the Plan (or related materials) that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the notice parties identified in the Confirmation Hearing Notice on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time.

VI. Miscellaneous.

26. The Debtors reserve the right to modify the Plan in accordance with Article X thereof, including the right to withdraw the Plan as to any or all Debtors at any time before the Confirmation Date.

27. Nothing in this order shall be construed as a waiver of the right of the Debtors or any other party in interest, as applicable, to object to a proof of claim after the Voting Record Date.

28. All time periods set forth in this order shall be calculated in accordance with Bankruptcy Rule 9006(a).

29. The Debtors are authorized to take all actions necessary to effectuate the relief granted in this Order in accordance with the Motion.

30. This Court retains exclusive jurisdiction with respect to all matters arising from or related to the implementation, interpretation, and enforcement of this Order.

Dated: May 2nd, 2019
Wilmington, Delaware



LAURIE SELBER SILVERSTEIN
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Solicitation and Voting Procedures

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹	)	Case No. 19-10488 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	

SOLICITATION AND VOTING PROCEDURES

PLEASE TAKE NOTICE THAT on May [●], 2019, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Disclosure Statement Order”), (a) authorizing Z Gallerie, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Disclosure Statement for the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Packages”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

A. The Voting Record Date.

The Court has approved **May 1, 2019**, as the record date for purposes of determining which Holders of Claims in Class 4 (Secured Revolving Loan Claims) , Class 5 (Secured Term Loan Claims), Class 6 (Critical Trade Claims), and Class 7 (General Unsecured Claims) are entitled to vote on the Plan (the “Voting Record Date”); *provided* that any party who did not file a claim prior to the Voting Record Date that files a claim in the Chapter 11 Cases on or prior to the Bar Date of May 17, 2019 shall be entitled to vote in the appropriate Class and the Debtors shall issue Solicitation Packages to any such Holders of any Claims or Interests who did not receive Solicitation Packages prior to the Solicitation Deadline as soon as reasonably practicable.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

² Capitalized terms used and not defined have the meanings given to them in the Disclosure Statement and Plan, as applicable.

B. The Voting Deadline.

The Court has approved **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time as the voting deadline (the “Voting Deadline”) for the Plan. The Debtors may extend the Voting Deadline, in their discretion, without further order of the Court. To be counted as votes to accept or reject the Plan, all ballots sent to registered Holders of Claims (“Ballots”) must be properly executed, completed, and returned in the pre-paid, pre-addressed return envelope included in the Solicitation Package or delivered by: (1) first class mail; (2) overnight courier; (3) personal delivery; or (4) electronic mail, so that they are **actually received**, in any case, no later than the Voting Deadline by Stretto (the “Solicitation Agent”).³ All Ballots should be sent to: (a) Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; or (b) if via electronic mail, TeamZGallerie@stretto.com. Delivery of a Ballot to the Solicitation Agent by facsimile shall not be valid.

C. Form, Content, and Manner of Notices.

1. The Solicitation Package.

The following materials shall constitute the solicitation package (the “Solicitation Package”):

- a. a copy of these Solicitation and Voting Procedures;
- b. the *Notice of Hearing to Consider Confirmation of the Chapter 11 Plan Filed By the Debtors and Related Voting and Objection Deadlines*, in substantially the form annexed as Exhibit 8 to the Disclosure Statement Order (the “Confirmation Hearing Notice”);
- c. a cover letter, in substantially the form annexed as Exhibit 7 to the Disclosure Statement Order describing the contents of the Solicitation Package and urging the Holders of Claims in each of the Voting Classes to vote to accept the Plan;
- d. the applicable form of Ballot, in substantially the form of Ballots annexed as Exhibit 3 to the Disclosure Statement Order, as applicable including a pre-paid, pre-addressed return envelope;
- e. the approved Disclosure Statement (and exhibits thereto, including the Plan);
- f. the Disclosure Statement Order (without exhibits); and
- g. any additional documents that the Court has ordered to be made available.

³ For any Ballot cast via electronic mail, the format of the attachment must be found in the common workplace and industry standard format (*i.e.*, industry-standard PDF file) and the received date and time in the Solicitation Agent’s inbox will be used as the timestamp for receipt.

2. Distribution of the Solicitation Package.

The Solicitation Package shall provide the Plan, the Disclosure Statement, and the Disclosure Statement Order (without exhibits, except the Solicitation and Voting Procedures) in electronic format (CD-ROM or flash drive), and all other contents of the Solicitation Package, including Ballots, shall be provided in paper format. Any party that receives the materials in electronic format but would prefer paper format may contact the Solicitation Agent by: (a) calling the Debtors' restructuring hotline at (855) 276-9008; (b) visiting the Debtors' restructuring website at: <https://cases.stretto.com/zgallerie>; (c) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; and/or (d) emailing TeamZGallerie@stretto.com and request paper copies of the corresponding materials previously received in electronic format (to be provided at the Debtors' expense).

The Debtors shall serve, or cause to be served, all of the materials in the Solicitation Package (excluding the Ballots) on the U.S. Trustee and all parties who have requested service of papers in this case pursuant to Bankruptcy Rule 2002 as of the Voting Record Date. In addition, the Debtors shall mail, or cause to be mailed, the Solicitation Package to all Holders of Claims in the Voting Classes on or before May [●], 2019 who are entitled to vote, as described in section D below.

To avoid duplication and reduce expenses, the Debtors will use commercially reasonable efforts to ensure that any Holder of a Claim who has filed duplicative Claims against a Debtor (whether against the same or multiple Debtors) that are classified under the Plan in the same Voting Class receives no more than one Solicitation Package (and, therefore, one Ballot) on account of such Claim and with respect to that Class as against that Debtor.

3. Resolution of Disputed Claims for Voting Purposes; Resolution Event.

- a. Absent a further order of the Court, the Holder of a Claim in a Voting Class that is the subject of a pending objection filed with the Court by the Debtor on a "reduce and allow" basis shall be entitled to vote such Claim in the reduced amount contained in such objection.
- b. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court by the Debtors no later than the Solicitation Deadline: (i) the Debtors shall cause the applicable Holder to be served with a Disputed Claim Notice substantially in the form annexed as Exhibit 6 to the Disclosure Statement Order; and (ii) the applicable Holder shall not be entitled to vote to accept or reject the Plan on account of such claim unless a Resolution Event (as defined herein) occurs as provided herein.
- c. If a Claim in a Voting Class is subject to an objection other than a "reduce and allow" objection that is filed with the Court by the Debtors after the Solicitation Deadline, the applicable Claim shall be deemed temporarily allowed for voting purposes only, without further action by the Holder of

such Claim and without further order of the Court, unless the Court orders otherwise.

- d. A “Resolution Event” means the occurrence of one or more of the following events no later than three business days prior to the Voting Deadline:
- i. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
 - ii. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
 - iii. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors resolving the objection and allowing such Claim in an agreed upon amount; or
 - iv. the pending objection is voluntarily withdrawn by the Debtors.
- e. No later than one business day following the occurrence of a Resolution Event, the Debtors shall cause the Solicitation Agent to distribute via email, hand delivery, or overnight courier service a Solicitation Package and a pre-addressed, postage pre-paid envelope to the relevant Holder.

4. Non-Voting Status Notices and Notice of Opt-Out Election for Unimpaired Classes and Classes Deemed to Reject the Plan.

Certain Holders of Claims and Interests that are not classified in accordance with section 1123(a)(1) of the Bankruptcy Code or who are not entitled to vote because they are Unimpaired or otherwise presumed to accept the Plan under section 1126(f) of the Bankruptcy Code will receive only the *Notice of Non-Voting Status to Holders of Unimpaired Claims Conclusively Presumed to Accept the Plan*, substantially in the form attached as Exhibit 4 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots). Certain Holders of Claims and Interests who are not entitled to vote because they are deemed to reject the Plan under section 1126(g) of the Bankruptcy Code will receive the *Notice of Non-Voting Status to Holders of Impaired Claims and Equity Interests Deemed to Reject the Plan and Notice of Opt-Out Election*, substantially in the form attached as Exhibit 5 to the Disclosure Statement Order. Such notice will instruct these Holders as to how they may obtain copies of the documents contained in the Solicitation Package (excluding Ballots).

5. Notices in Respect of Executory Contracts and Unexpired Leases.

Counterparties to Executory Contracts and Unexpired Leases that receive a Notice of Assumption of Executory Contracts and Unexpired Leases or Notice of Rejection of Executory Contracts and Unexpired Leases substantially in the forms attached as Exhibit 10 and Exhibit 11 to the Disclosure Statement Order, respectively, may file an objection to the Debtors’ proposed

assumption, rejection, and/or cure amount, as applicable. Such objections must be filed and served by **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time.

D. Voting and Tabulation Procedures.

1. Holders of Claims Entitled to Vote.

Only the following Holders of Claims in the Voting Classes shall be entitled to vote with regard to such Claims:

- a. Holders of Claims who, on or before the Voting Record Date, have filed a Proof of Claim that: (i) has not been expunged, disallowed, disqualified, withdrawn, or superseded prior to the Voting Record Date; and (ii) is not the subject of a pending objection filed with the Court by the Debtors at least seven days prior to the Voting Deadline, pending a Resolution Event as provided herein; *provided* that a Holder of a Claim that is the subject of a pending objection on a “reduce and allow” basis shall receive a Solicitation Package and be entitled to vote such Claim in the reduced amount contained in such objection absent a further order of the Court;
- b. Holders of Claims that are listed in the Schedules, *provided* that if the applicable Claims Bar Date has not expired prior to the Voting Record Date, a Claim listed in the Schedules as contingent, disputed, or unliquidated shall be allowed to vote only in the amount of \$1.00;
- c. Holders whose Claims arise: (i) pursuant to an agreement or settlement with the Debtors, as reflected in a document filed with the Court, (ii) in an order entered by the Court, or (iii) in a document executed by the Debtors pursuant to authority granted by the Court, in each case regardless of whether a Proof of Claim has been filed;
- d. Holders of any Disputed Claim that has been temporarily allowed to vote on the Plan pursuant to Bankruptcy Rule 3018; and
- e. with respect to any Entity described in subparagraphs (a) through (d) above, who, on or before the Voting Record Date, has transferred such Entity’s Claim to another Entity, the assignee of such Claim; provided that such transfer or assignment has been fully effectuated pursuant to the procedures set forth in Bankruptcy Rule 3001(e) and such transfer is reflected on the Claims Register on the Voting Record Date.

2. Establishing Claim Amounts for Voting Purposes.

Class 4 Claims. The Claims amount of Class 4 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class 4 Claim Holder, as of the Voting Record Date, as evidenced by (a) the Debtors’ applicable books and records and (b) the Voting Record Date Lender List.

Class 5 Claims. The Claims amount of Class 5 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class 5 Claim Holder, as of the Voting Record Date, as evidenced by (a) the Debtors' applicable books and records and (b) the Voting Record Date Lender List.

Class 6 Claims. The Claims amount of Class 6 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class 6 Claim Holder, as evidenced by (a) the Schedules and (b) the claims register maintained in these chapter 11 cases.

Class 7 Claims. The Claims amount of Class 7 Claims for voting purposes only will be established based on the amount of the applicable positions held by such Class 7 Claim Holder as of the Voting Record Date, as evidenced by (a) the Schedules and (b) the claims register maintained in these chapter 11 cases; *provided* that, to the extent the Debtors (in consultation with the Committee and the Winning Bidder, as applicable) reclassify any Class 7 Claims as Class 6 Claims, the amount of Class 6 Claims and Class 7 Claims shall be modified accordingly.

If a Proof of Claim is amended, the last filed claim shall be subject to these rules and will supersede any earlier filed claim, and any earlier filed claim will be disallowed for voting purposes.

File/Scheduled Claims. The Claim amount established herein shall control for voting purposes only and shall not constitute the Allowed amount of any Claim. Moreover, any amounts filled in on Ballots by the Debtors through the Solicitation Agent, as applicable, are not binding for purposes of allowance and distribution. In tabulating votes, the following hierarchy shall be used to determine the amount of the Claim associated with each claimant's vote:

- a. the Claim amount: (i) settled and/or agreed upon by the Debtors, as reflected in a document filed with the Court, (ii) set forth in an order of the Court, or (iii) set forth in a document executed by the Debtors pursuant to authority granted by the Court;
- b. the Claim amount Allowed (temporarily or otherwise) pursuant to a Resolution Event under the procedures set forth in the Solicitation and Voting Procedures;
- c. the Claim amount contained in a Proof of Claim that has been filed; *provided, however*, that Ballots cast by Holders of Claims who file a Proof of Claim in a wholly-unliquidated or unknown amount that is not the subject of an objection will count for satisfying the numerosity requirement of section 1126(c) of the Bankruptcy Code and will count as Ballots for Claims in the amount of \$1.00 solely for the purposes of satisfying the dollar amount provisions of section 1126(c) of the Bankruptcy Code, and, if a Proof of Claim is filed as partially liquidated and partially unliquidated, such Claim will be Allowed for voting purposes only in the liquidated amount; *provided, further*, that to the extent the Claim amount contained in the Proof of Claim is different from

the Claim amount set forth in a document filed with the Court as referenced in subparagraph (a) above, the Claim amount in the document filed with the Court shall supersede the Claim amount set forth on the respective Proof of Claim;

- d. the Claim amount listed in the Schedules, *provided* that such Claim is not scheduled as contingent, disputed, or unliquidated and/or has not been paid; *provided, further*, that if the applicable Claims Bar Date has not expired prior to the Voting Record Date, a Claim listed in the Schedules as contingent, disputed, or unliquidated shall be allowed to vote only in the amount of \$1.00; and
- e. in the absence of any of the foregoing, such Claim shall be disallowed for voting purposes unless otherwise ordered by the Court.

3. Voting and Ballot Tabulation Procedures.

The following voting procedures and standard assumptions shall be used in tabulating Ballots, subject to the Debtors' right to waive any of the below specified requirements for completion and submission of Ballots so long as such requirement is not otherwise required by the Bankruptcy Code, Bankruptcy Rules, or Local Rules:

- a. except as otherwise provided in the Solicitation and Voting Procedures, unless the Ballot being furnished is timely submitted on or prior to the Voting Deadline (as the same may be extended by the Debtors or by order of the Court), the Debtors shall reject such Ballot as invalid and, therefore, shall not count it in connection with Confirmation of the Plan;
- b. the Solicitation Agent will date-stamp all Ballots when received. The Solicitation Agent shall retain the original Ballots and an electronic copy of the same for a period of one year after the Effective Date of the Plan, unless otherwise ordered by the Court. The Solicitation Agent shall tabulate Ballots on a Debtor-by-Debtor basis;
- c. the Debtors will file with the Court, not later than **June 7, 2019**, a certification of votes (the "Voting Report"). The Voting Report shall, among other things, certify to the Court in writing the amount and number of allowed claims or allowed interests of each class accepting or rejecting the plan, and delineate every Ballot that does not conform to the voting instructions or that contains any form of irregularity including, but not limited to, those Ballots that are late or (in whole or in material part) illegible, unidentifiable, lacking signatures or lacking necessary information, received via facsimile, or damaged ("Irregular Ballots"). The Voting Report shall indicate the Debtors' intentions with regard to each such Irregular Ballot. The Voting Report shall be served upon the Committee and the U.S. Trustee;

- d. the method of delivery of Ballots to be sent to the Solicitation Agent is at the election and risk of each Holder, and except as otherwise provided, a Ballot will be deemed delivered only when the Solicitation Agent actually receives the executed Ballot;
- e. an executed Ballot is required to be submitted by the Entity submitting such Ballot. Subject to the other procedures and requirements herein, completed, executed Ballots may be submitted via electronic mail, in PDF format, to the Solicitation Agent at TeamZGallerie@Stretto.com. However, Ballots submitted by facsimile will not be valid;
- f. no Ballot should be sent to the Debtors, the Debtors' agents (other than the Solicitation Agent), the Debtors' financial or legal advisors, and if so sent will not be counted;
- g. if multiple Ballots are received from the same Holder with respect to the same Claim prior to the Voting Deadline, the last properly executed Ballot timely received will be deemed to reflect that voter's intent and will supersede and revoke any prior Ballot;
- h. Holders must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split any votes. Accordingly, a Ballot that partially rejects and partially accepts the Plan will not be counted. Further, to the extent there are multiple Claims within the same Class, the Debtor may, in its discretion, aggregate the Claims of any particular Holder within a Class for the purpose of counting votes;
- i. a person signing a Ballot in its capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity of a Holder of Claims must indicate such capacity when signing;
- j. the Debtors, subject to a contrary order of the Court, may waive any defects or irregularities as to any particular Irregular Ballot at any time, either before or after the close of voting, and any such waivers will be documented in the Voting Report;
- k. neither the Debtors, nor any other Entity, will be under any duty to provide notification of defects or irregularities with respect to delivered Ballots other than as provided in the Voting Report, nor will any of them incur any liability for failure to provide such notification;
- l. unless waived or as ordered by the Court, any defects or irregularities in connection with deliveries of Ballots must be cured prior to the Voting Deadline or such Ballots will not be counted;
- m. in the event a designation of lack of good faith is requested by a party in interest under section 1126(e) of the Bankruptcy Code, the Court will

determine whether any vote to accept and/or reject the Plan cast with respect to that Claim will be counted for purposes of determining whether the Plan has been accepted and/or rejected;

- n. if a Claim has been estimated or otherwise Allowed for voting purposes only by order of the Court, such Claim shall be temporarily Allowed in the amount so estimated or Allowed by the Court for voting purposes only, and not for purposes of allowance or distribution;
- o. if an objection to a Claim is filed, such Claim shall be treated in accordance with the procedures set forth herein;
- p. the following Ballots shall not be counted in determining the acceptance or rejection of the Plan: (i) any Ballot that is illegible or contains insufficient information to permit the identification of the Holder of such Claim; (ii) any Ballot cast by any Entity that does not hold a Claim in a Voting Class; (iii) any Ballot cast for a Claim scheduled as unliquidated, contingent, or disputed for which no Proof of Claim was filed, *provided* that if the applicable Claims Bar Date has not expired prior to the Voting Record Date, a Claim listed in the Schedules as contingent, disputed, or unliquidated shall be allowed to vote only in the amount of \$1.00; (iv) any unsigned Ballot or Ballot lacking an original signature (for the avoidance of doubt, a Ballot cast via electronic mail will be deemed to be an original signature); (v) any Ballot not marked to accept or reject the Plan or marked both to accept and reject the Plan; and (vi) any Ballot submitted by any Entity not entitled to vote pursuant to the procedures described herein;
- q. after the Voting Deadline, no Ballot may be withdrawn or modified without the prior written consent of the Debtors;
- r. the Debtors are authorized to enter into stipulations with the Holder of any Claim agreeing to the amount of a Claim for voting purposes; and
- s. where any portion of a single Claim has been transferred to a transferee, the all Holders of any portion of such single Claim will be: (i) treated as a single creditor for purposes of the numerosity requirements in section 1126(c) of the Bankruptcy Code (and for the other voting and solicitation procedures set forth herein), and (ii) required to vote every portion of such Claim collectively to accept or reject the Plan. In the event that: (x) a Ballot, (y) a group of Ballots within a Voting Class received from a single creditor, or (z) a group of Ballots received from the various Holders of multiple portions of a single Claim partially reject and partially accept the Plan, such Ballots shall not be counted.

E. Amendments to the Plan and Solicitation and Voting Procedures

The Debtors reserve the right to make non-substantive or immaterial changes to the Disclosure Statement, Disclosure Statement Hearing Notice, Plan, Confirmation Hearing Notice, Solicitation Packages, Non-Voting Status Notices, Ballots, Publication Notice, Cover Letter, Solicitation and Voting Procedures, Plan Supplement Notice, Assumption and Rejection Notices, Voting and Tabulation Procedures, and related documents without further order of the Court, including changes to correct typographical and grammatical errors, if any, and to make conforming changes to the Disclosure Statement, the Plan, and any other materials in the Solicitation Packages before distribution.

Exhibit 2

Disclosure Statement Hearing Notice

[Filed at Docket No. 110]

Exhibit 3A

Class 4 Ballot

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹)	
	)	Case No. No. 19-10488 (LSS)
Debtors.)	
	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE FIRST AMENDED
JOINT PLAN OF REORGANIZATION OF Z GALLERIE, LLC AND Z GALLERIE
HOLDING COMPANY, LLC PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 4 BALLOT FOR HOLDERS OF SECURED REVOLVING LOAN CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS
CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT
MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE
ACTUALLY RECEIVED
BY THE SOLICITATION AGENT BY JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”) as set forth in the *Disclosure Statement Related to the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). The Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May [●], 2019 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

You are receiving this Class 4 ballot (this “Class 4 Ballot”) because you are a Holder of a Secured Revolving Loan Claim in Class 4 as of May 1, 2019 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Class 4 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

This Class 4 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 4 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 4, Secured Revolving Loan Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Secured Revolving Loan Claims in the following aggregate unpaid amount (insert amount in box below):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 4 Secured Revolving Loan Claim against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Third Party Release.

If you vote to accept the Plan, you shall be deemed to have consented to the Plan's Third Party Release Described in this Item 3 Below. If (i) you do not vote either to accept or reject the Plan, or (ii) if you vote to reject the plan, and you do not check the box in item 3 below, you shall be deemed to have consented to the Plan's Third Party Release provision described in this Item 3 below and be bound by it.

Regardless of whether you elect to opt out of the Plan's Third Party Release provisions, your recovery under the Plan remains unaffected.

The Holder of the Class 4 Secured Revolving Loan Claims set forth in Item 1 elects to (optional):

<input type="checkbox"/> The undersigned has (i) elected not to vote on the Plan or (ii) vote to reject the Plan in Item 2, and elects to Opt Out of the Below Third Party Release (note that opting out of the release will result in you not being included in the definition of "Released Party" under the Plan).

Article VIII.D of the Plan contains the following provision:

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transaction, entry into the Exit Credit Agreement Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Facility, the Sale Transaction, the Exit Credit Agreement Facility, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that any right to enforce the Plan and Confirmation Order is not so released.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in Article VIII.D of the Plan is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

* * * *

UNDER THE PLAN, "RELEASING PARTIES" MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (A) THE SECURED CREDIT AGREEMENT LENDERS; (B) THE SECURED CREDIT AGREEMENT AGENT; (C) THE DIP AGENT; (D) THE DIP LENDER; (E) THE EXIT CREDIT AGREEMENT LENDERS; (F) THE EXIT CREDIT AGREEMENT AGENT; (G) THE SECURED TERM LOAN PARTICIPANTS; (H) THE WINNING BIDDER; (I) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR ARE DEEMED TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO REJECT THE PLAN OR ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (L) WITH RESPECT TO EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, AND EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH

ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, MANAGEMENT COMPANIES, FUND ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

Item 4. Certifications.

By signing this Class 4 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the Holder of the Secured Revolving Loan Claims voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Secured Revolving Loan Claims being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Secured Revolving Loan Claims in a single Class; and
- (d) that no other Class 4 Ballots with respect to the amount of the Secured Revolving Loan Claims identified in Item 1 have been cast or, if any other Class 4 Ballots have been cast with respect to such Secured Revolving Loan Claims, then any such earlier Class 4 Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

Z Gallerie, LLC Ballot Processing, c/o Stretto
8269 East 23rd Avenue, Suite 275
Denver, Colorado 80238

OR

COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT *PROMPTLY* VIA ELECTRONIC SUBMISSION. PLEASE VISIT THE SOLICITATION AGENT'S WEBSITE TO CAST YOUR BALLOT VIA ELECTRONIC SUBMISSION.

HOW TO COMPLETE YOUR BALLOT ONLINE.

1. Please visit <https://cases.stretto.com/zgallerie>.
2. Click on the "E-Ballot" section of the Debtors' website.
3. Follow the directions to submit your Notice of Non-Voting Status and Opt-Out Form. If you choose to submit your Notice of Non-Voting Status and Opt-Out Form via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status and Opt-Out Form.

BALLOTS CAST BY FACSIMILE AND/OR ELECTRONIC MAIL TRANSMISSION WILL NOT BE COUNTED.

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 4 BALLOT **ON OR BEFORE JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 4 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

Class 4 — Secured Revolving Loan Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 4 BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 4 Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, a copy of which also accompanies the Class 4 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Class 4 Ballot is counted, you must: (a) complete your Class 4 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 4 Ballot; and (c) clearly sign and submit your Class 4 Ballot as instructed herein.
4. Your Class 4 Ballot *must* be returned to the Solicitation Agent so as to be *actually received* by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is June 4, 2019, at 4:00 p.m.** prevailing Eastern Time. For any ballot cast via electronic mail, the received date and time in the Solicitation Agent’s inbox will be used as a timestamp for receipt.
5. If a Class 4 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 4 Ballots will not be counted:**
 - (a) any Class 4 Ballot that partially rejects and partially accepts the Plan;
 - (b) Class 4 Ballots sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent), or the Debtors’ financial or legal advisors;
 - (c) Class 4 Ballots sent by facsimile;
 - (d) any Class 4 Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (e) any Class 4 Ballot cast by an Entity that does not hold a Claim in Class 4;
 - (f) any Class 4 Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (g) any unsigned Class 4 Ballot;
 - (h) any non-original Class 4 Ballot; and/or
 - (i) any Class 4 Ballot not marked to accept or reject the Plan or any Class 4 Ballot marked both to accept and reject the Plan.
6. The method of delivery of Class 4 Ballots to the Solicitation Agent is at the election and risk of each Holder of a Secured Revolving Loan Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent *actually receives* the originally executed Class 4 Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Class 4 Ballots are received from the same Holder of a Secured Revolving Loan Claim with respect to the same Secured Revolving Loan Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 4 Ballot will supersede and revoke any earlier received Class 4 Ballots.
8. You must vote all of your Secured Revolving Loan Claims within Class 4 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Secured Revolving Loan Claims within Class 4, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Secured Revolving Loan Claims within Class 4 for the purpose of counting votes.

9. This Class 4 Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
10. **Please be sure to sign and date your Class 4 Ballot.** If you are signing a Class 4 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 4 Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes *only* your Claims or Interests indicated on that ballot, so please complete and return each ballot that you received.

PLEASE SUBMIT YOUR CLASS 4 BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 4 BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE RESTRUCTURING HOTLINE AT: (855) 276-9008 OR EMAIL
TEAMZGALLERIE@STRETTO.COM.**

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 4 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 3B

Class 5 Ballot

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹	)	Case No. No. 19-10488 (LSS)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE FIRST AMENDED
JOINT PLAN OF REORGANIZATION OF Z GALLERIE, LLC AND Z GALLERIE
HOLDING COMPANY, LLC PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 5 BALLOT FOR HOLDERS OF SECURED TERM LOAN CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS
CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT
MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE
ACTUALLY RECEIVED
BY THE SOLICITATION AGENT BY JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”) as set forth in the *Disclosure Statement Related to the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). The Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May [●], 2019 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

You are receiving this Class 5 ballot (this “Class 5 Ballot”) because you are a Holder of a Secured Term Loan Claim in Class 5 as of May 1, 2019 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Class 5 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

This Class 5 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 5 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 5, Secured Term Loan Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Secured Term Loan Claims in the following aggregate unpaid amount (insert amount in box below):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 5 Secured Term Loan Claim against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Third Party Release.

If you vote to accept the Plan, you shall be deemed to have consented to the Plan's Third Party Release Described in this Item 3 Below. If (i) you do not vote either to accept or reject the Plan, or (ii) if you vote to reject the plan, and you do not check the box in item 3 below, you shall be deemed to have consented to the Plan's Third Party Release provision described in this Item 3 below and be bound by it.

Regardless of whether you elect to opt out of the Plan's Third Party Release provisions, your recovery under the Plan remains unaffected.

The Holder of the Class 5 Secured Term Loan Claims set forth in Item 1 elects to (optional):

<input type="checkbox"/> The undersigned has (i) elected not to vote on the Plan or (ii) vote to reject the Plan in Item 2, and elects to Opt Out of the Below Third Party Release (note that opting out of the release will result in you not being included in the definition of "Released Party" under the Plan).

Article VIII.D of the Plan contains the following provision:

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transaction, entry into the Exit Credit Agreement Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Facility, the Sale Transaction, the Exit Credit Agreement Facility, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that any right to enforce the Plan and Confirmation Order is not so released.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in Article VIII.D of the Plan is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

* * * *

UNDER THE PLAN, "RELEASING PARTIES" MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (A) THE SECURED CREDIT AGREEMENT LENDERS; (B) THE SECURED CREDIT AGREEMENT AGENT; (C) THE DIP AGENT; (D) THE DIP LENDER; (E) THE EXIT CREDIT AGREEMENT LENDERS; (F) THE EXIT CREDIT AGREEMENT AGENT; (G) THE SECURED TERM LOAN PARTICIPANTS; (H) THE WINNING BIDDER; (I) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR ARE DEEMED TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO REJECT THE PLAN OR ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (L) WITH RESPECT TO EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, AND EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH

ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, MANAGEMENT COMPANIES, FUND ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

Item 4. Certifications.

By signing this Class 5 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the Holder of the Secured Term Loan Claims voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Secured Term Loan Claims being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Secured Term Loan Claims in a single Class; and
- (d) that no other Class 5 Ballots with respect to the amount of the Secured Term Loan Claims identified in Item 1 have been cast or, if any other Class 5 Ballots have been cast with respect to such Secured Term Loan Claims, then any such earlier Class 5 Ballots are hereby revoked.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

Z Gallerie, LLC Ballot Processing, c/o Stretto
8269 East 23rd Avenue, Suite 275
Denver, Colorado 80238

OR

COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT *PROMPTLY* VIA ELECTRONIC SUBMISSION. PLEASE VISIT THE SOLICITATION AGENT'S WEBSITE TO CAST YOUR BALLOT VIA ELECTRONIC SUBMISSION.

HOW TO COMPLETE YOUR BALLOT ONLINE.

1. Please visit <https://cases.stretto.com/zgallerie>.
2. Click on the "E-Ballot" section of the Debtors' website.
3. Follow the directions to submit your Notice of Non-Voting Status and Opt-Out Form. If you choose to submit your Notice of Non-Voting Status and Opt-Out Form via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status and Opt-Out Form.

BALLOTS CAST BY FACSIMILE AND/OR ELECTRONIC MAIL TRANSMISSION WILL NOT BE COUNTED.

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 5 BALLOT **ON OR BEFORE JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 5 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

Class 5 — Secured Term Loan Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 5 BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 5 Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, a copy of which also accompanies the Class 5 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Class 5 Ballot is counted, you must: (a) complete your Class 5 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 5 Ballot; and (c) clearly sign and submit your Class 5 Ballot as instructed herein.
4. Your Class 5 Ballot *must* be returned to the Solicitation Agent so as to be *actually received* by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is June 4, 2019, at 4:00 p.m.**, prevailing Eastern Time. For any ballot cast via electronic mail, the received date and time in the Solicitation Agent’s inbox will be used as a timestamp for receipt.
5. If a Class 5 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 5 Ballots will not be counted:**
 - (j) any Class 5 Ballot that partially rejects and partially accepts the Plan;
 - (k) Class 5 Ballots sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent), or the Debtors’ financial or legal advisors;
 - (l) Class 5 Ballots sent by facsimile;
 - (m) any Class 5 Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (n) any Class 5 Ballot cast by an Entity that does not hold a Claim in Class 5;
 - (o) any Class 5 Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (p) any unsigned Class 5 Ballot;
 - (q) any non-original Class 5 Ballot; and/or
 - (r) any Class 5 Ballot not marked to accept or reject the Plan or any Class 5 Ballot marked both to accept and reject the Plan.
6. The method of delivery of Class 5 Ballots to the Solicitation Agent is at the election and risk of each Holder of a Secured Term Loan Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent *actually receives* the originally executed Class 5 Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Class 5 Ballots are received from the same Holder of a Secured Term Loan Claim with respect to the same Secured Term Loan Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 5 Ballot will supersede and revoke any earlier received Class 5 Ballots.
8. You must vote all of your Secured Term Loan Claims within Class 5 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Secured Term Loan Claims within Class 5, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Secured Term Loan Claims within Class 5 for the purpose of counting votes.

9. This Class 5 Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
10. **Please be sure to sign and date your Class 5 Ballot.** If you are signing a Class 5 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 5 Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes *only* your Claims or Interests indicated on that ballot, so please complete and return each ballot that you received.

PLEASE SUBMIT YOUR CLASS 5 BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 5 BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE RESTRUCTURING HOTLINE AT: (855) 276-9008 OR EMAIL
TEAMZGALLERIE@STRETTO.COM.**

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 5 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 3C

Class 6 Ballot

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹	)	Case No. No. 19-10488 (LSS)
Debtors.	)	(Jointly Administered)

**BALLOT FOR VOTING TO ACCEPT OR REJECT THE FIRST AMENDED
JOINT PLAN OF REORGANIZATION OF Z GALLERIE, LLC AND Z GALLERIE
HOLDING COMPANY, LLC PURSUANT TO CHAPTER 11 OF THE BANKRUPTCY CODE**

CLASS 6 BALLOT FOR HOLDERS OF CRITICAL TRADE CLAIMS

**PLEASE READ AND FOLLOW THE ENCLOSED INSTRUCTIONS FOR COMPLETING BALLOTS
CAREFULLY *BEFORE* COMPLETING THIS BALLOT.**

**FOR YOUR VOTE TO BE COUNTED, THIS BALLOT
MUST BE COMPLETED, EXECUTED, AND RETURNED SO AS TO BE
ACTUALLY RECEIVED
BY THE SOLICITATION AGENT BY JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME
(THE “VOTING DEADLINE”) IN ACCORDANCE WITH THE FOLLOWING:**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”), are soliciting votes with respect to the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”) as set forth in the *Disclosure Statement Related to the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”). The Bankruptcy Court for the District of Delaware (the “Bankruptcy Court”) has approved the Disclosure Statement as containing adequate information pursuant to section 1125 of the Bankruptcy Code, by entry of an order on May [●], 2019 (the “Disclosure Statement Order”). Bankruptcy Court approval of the Disclosure Statement does not indicate approval of the Plan by the Bankruptcy Court. Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Disclosure Statement.

You are receiving this Class 6 ballot (this “Class 6 Ballot”) because you are a Holder of a Critical Trade Claim in Class 6 as of May 1, 2019 (the “Voting Record Date”). Accordingly, you have a right to vote to accept or reject the Plan.

Your rights are described in the Disclosure Statement, which was included in the package (the “Solicitation Package”) you are receiving with this Class 6 Ballot (as well as the Plan, Disclosure Statement Order, and certain other materials). If you received Solicitation Package materials in electronic format and desire paper copies, or if you need to obtain additional Solicitation Packages, you may obtain them from (a) Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com; or (b) for a fee via PACER at <http://www.deb.uscourts.gov>.

This Class 6 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 6 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan's classification and treatment of your Claim. Your Claim has been placed in Class 6, Critical Trade Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of Critical Trade Claims in the following aggregate unpaid amount (insert amount in box below):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 6 Critical Trade Claim against the Debtors set forth in Item 1 votes to (please check one):

<input type="checkbox"/> <u>ACCEPT</u> (vote FOR) the Plan	<input type="checkbox"/> <u>REJECT</u> (vote AGAINST) the Plan
---	---

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

Item 3. Important information regarding the Third Party Release.

If you vote to accept the Plan, you shall be deemed to have consented to the Plan's Third Party Release Described in this Item 3 Below. If (i) you do not vote either to accept or reject the Plan, or (ii) if you vote to reject the plan, and you do not check the box in item 3 below, you shall be deemed to have consented to the Plan's Third Party Release provision described in this Item 3 below and be bound by it.

Regardless of whether you elect to opt out of the Plan's Third Party Release provisions, your recovery under the Plan remains unaffected.

The Holder of the Class 6 Critical Trade Claims set forth in Item 1 elects to (optional):

<input type="checkbox"/> The undersigned has (i) elected not to vote on the Plan or (ii) vote to reject the Plan in Item 2, and elects to Opt Out of the Below Third Party Release (note that opting out of the release will result in you not being included in the definition of "Released Party" under the Plan).

Article VIII.D of the Plan contains the following provision:

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transaction, entry into the Exit Credit Agreement Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Facility, the Sale Transaction, the Exit Credit Agreement Facility, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that any right to enforce the Plan and Confirmation Order is not so released.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in Article VIII.D of the Plan is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

* * * *

UNDER THE PLAN, "RELEASING PARTIES" MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (A) THE SECURED CREDIT AGREEMENT LENDERS; (B) THE SECURED CREDIT AGREEMENT AGENT; (C) THE DIP AGENT; (D) THE DIP LENDER; (E) THE EXIT CREDIT AGREEMENT LENDERS; (F) THE EXIT CREDIT AGREEMENT AGENT; (G) THE SECURED TERM LOAN PARTICIPANTS; (H) THE WINNING BIDDER; (I) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR ARE DEEMED TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO REJECT THE PLAN OR ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (L) WITH RESPECT TO EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, AND EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH

ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, MANAGEMENT COMPANIES, FUND ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

Item 4. Certifications.

By signing this Class 6 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the Holder of the Critical Trade Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the Critical Trade Claims being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all Critical Trade Claims in a single Class; and
- (d) that no other Class 6 Ballots with respect to the amount of the Critical Trade Claims identified in Item 1 have been cast or, if any other Class 6 Ballots have been cast with respect to such Critical Trade Claims, then any such earlier Class 6 Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

Z Gallerie, LLC Ballot Processing, c/o Stretto
8269 East 23rd Avenue, Suite 275
Denver, Colorado 80238

OR

COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT *PROMPTLY* VIA ELECTRONIC SUBMISSION. PLEASE VISIT THE SOLICITATION AGENT'S WEBSITE TO CAST YOUR BALLOT VIA ELECTRONIC SUBMISSION.

HOW TO COMPLETE YOUR BALLOT ONLINE.

1. Please visit <https://cases.stretto.com/zgallerie>.
2. Click on the "E-Ballot" section of the Debtors' website.
3. Follow the directions to submit your Notice of Non-Voting Status and Opt-Out Form. If you choose to submit your Notice of Non-Voting Status and Opt-Out Form via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status and Opt-Out Form.

BALLOTS CAST BY FACSIMILE AND/OR ELECTRONIC MAIL TRANSMISSION WILL NOT BE COUNTED.

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 6 BALLOT **ON OR BEFORE JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 6 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

Class 6 — Critical Trade Claims
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INSTRUCTIONS FOR COMPLETING THIS CLASS 6 BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 6 Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, a copy of which also accompanies the Class 6 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Class 6 Ballot is counted, you must: (a) complete your Class 6 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 6 Ballot; and (c) clearly sign and submit your Class 6 Ballot as instructed herein.
4. Your Class 6 Ballot **must** be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is June 4, 2019, at 4:00 p.m.**, prevailing Eastern Time. For any ballot cast via electronic mail, the received date and time in the Solicitation Agent’s inbox will be used as a timestamp for receipt.
5. If a Class 6 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 6 Ballots will not be counted:**
 - (a) any Class 6 Ballot that partially rejects and partially accepts the Plan;
 - (b) Class 6 Ballots sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent), or the Debtors’ financial or legal advisors;
 - (c) Class 6 Ballots sent by facsimile;
 - (d) any Class 6 Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (e) any Class 6 Ballot cast by an Entity that does not hold a Claim in Class 6;
 - (f) any Class 6 Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (g) any unsigned Class 6 Ballot;
 - (h) any non-original Class 6 Ballot; and/or
 - (i) any Class 6 Ballot not marked to accept or reject the Plan or any Class 6 Ballot marked both to accept and reject the Plan.
6. The method of delivery of Class 6 Ballots to the Solicitation Agent is at the election and risk of each Holder of a Critical Trade Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent **actually receives** the originally executed Class 6 Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Class 6 Ballots are received from the same Holder of a Critical Trade Claim with respect to the same Critical Trade Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 6 Ballot will supersede and revoke any earlier received Class 6 Ballots.
8. You must vote all of your Critical Trade Claims within Class 6 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple Critical Trade Claims within Class 6, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple Critical Trade Claims within Class 6 for the purpose of counting votes.

9. This Class 6 Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
10. **Please be sure to sign and date your Class 6 Ballot.** If you are signing a Class 6 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 6 Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes *only* your Claims or Interests indicated on that ballot, so please complete and return each ballot that you received.

PLEASE SUBMIT YOUR CLASS 6 BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 6 BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE RESTRUCTURING HOTLINE AT: (855) 276-9008 OR EMAIL
TEAMZGALLERIE@STRETTO.COM.**

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 6 BALLOT ON OR BEFORE THE VOTING DEADLINE, WHICH IS ON JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.

Exhibit 3D

Class 7 Ballot

This Class 7 Ballot may not be used for any purpose other than for casting votes to accept or reject the Plan and making certain certifications with respect to the Plan. If you believe you have received this Class 7 Ballot in error, or if you believe that you have received the wrong ballot, please contact the Solicitation Agent *immediately* at the address, telephone number, or email address set forth above.

You should review the Disclosure Statement and the Plan before you vote. You may wish to seek legal advice concerning the Plan and the Plan’s classification and treatment of your Claim. Your Claim has been placed in Class 7, General Unsecured Claims, under the Plan. If you hold Claims in more than one Class, you will receive a ballot for each Class in which you are entitled to vote.

Item 1. Amount of Claim.

The undersigned hereby certifies that as of the Voting Record Date, the undersigned was the Holder of General Unsecured Claims in the following aggregate unpaid amount (insert amount in box below):

\$ _____

Item 2. Vote on Plan.

The Holder of the Class 7 General Unsecured Claim against the Debtors set forth in Item 1 votes to (please check one):

ACCEPT (vote FOR) the Plan **REJECT** (vote AGAINST) the Plan

Your vote on the Plan will be applied to each applicable Debtor in the same manner and in the same amount as indicated in Item 1 and Item 2 above.

To the extent the Debtors (in consultation with the Committee and the Winning Bidder, as applicable) reclassify any Class 7 Claims as Class 6 Claims, any Holder of such reclassified Class 6 Claim that voted to accept the Plan on account of such Holder’s Class 7 Claim shall be deemed to have voted to accept the Plan on account of such Holder’s Class 6 Claim and the Debtors will not resolicit such Holders; provided further, to the extent any Holder of a reclassified Class 6 Claim did not vote to accept the Plan on account of such Holder’s Class 7 Claim, the Debtors will solicit such Holders as Holders of Class 6 Claims as soon as reasonably possible prior to the Confirmation Hearing.

Item 3. Important information regarding the Third Party Release.

If you vote to accept the Plan, you shall be deemed to have consented to the Plan’s Third Party Release Described in this Item 3 Below. If (i) you do not vote either to accept or reject the Plan, or (ii) if you vote to reject the plan, and you do not check the box in item 3 below, you shall be deemed to have consented to the Plan’s Third Party Release provision described in this Item 3 below and be bound by it.

Regardless of whether you elect to opt out of the Plan’s Third Party Release provisions, your recovery under the Plan remains unaffected.

The Holder of the Class 7 General Unsecured Claims set forth in Item 1 elects to (optional):

The undersigned has (i) elected not to vote on the Plan or (ii) vote to reject the Plan in Item 2, and elects to **Opt Out** of the Below Third Party Release (note that opting out of the release will

result in you not being included in the definition of “Released Party” under the Plan).

Article VIII.D of the Plan contains the following provision:

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transaction, entry into the Exit Credit Agreement Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Facility, the Sale Transaction, the Exit Credit Agreement Facility, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that any right to enforce the Plan and Confirmation Order is not so released.

Entry of the Confirmation Order shall constitute the Bankruptcy Court’s approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court’s finding that each release described in Article VIII.D of the Plan is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

* * * *

UNDER THE PLAN, “RELEASING PARTIES” MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (A) THE SECURED CREDIT AGREEMENT LENDERS; (B) THE SECURED CREDIT AGREEMENT AGENT; (C) THE DIP AGENT; (D) THE DIP LENDER; (E) THE EXIT CREDIT AGREEMENT LENDERS; (F) THE EXIT CREDIT AGREEMENT AGENT; (G) THE SECURED TERM LOAN PARTICIPANTS; (H) THE WINNING BIDDER; (I) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR ARE DEEMED TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO REJECT THE PLAN OR ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED

BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (L) WITH RESPECT TO EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, AND EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, MANAGEMENT COMPANIES, FUND ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

Item 4. Certifications.

By signing this Class 7 Ballot, the undersigned certifies to the Bankruptcy Court and the Debtors:

- (a) that, as of the Voting Record Date, either: (i) the Entity is the Holder of the General Unsecured Claims being voted; or (ii) the Entity is an authorized signatory for an Entity that is a Holder of the General Unsecured Claims being voted;
- (b) that the Entity (or in the case of an authorized signatory, the Holder) has received a copy of the Disclosure Statement and the Solicitation Package and acknowledges that the solicitation is being made pursuant to the terms and conditions set forth therein;
- (c) that the Entity has cast the same vote with respect to all General Unsecured Claims in a single Class; and
- (d) that no other Class 7 Ballots with respect to the amount of the General Unsecured Claims identified in Item 1 have been cast or, if any other Class 7 Ballots have been cast with respect to such General Unsecured Claims, then any such earlier Class 7 Ballots are hereby revoked.

Name of Holder:	_____
	(Print or Type)
Signature:	_____
Name of Signatory:	_____
	(If other than Holder)
Title:	_____
Address:	_____

Telephone Number:	_____
Email:	_____
Date Completed:	_____

PLEASE COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT (WITH AN ORIGINAL SIGNATURE) *PROMPTLY* VIA FIRST CLASS MAIL (OR THE ENCLOSED REPLY ENVELOPE PROVIDED), OVERNIGHT COURIER, OR HAND DELIVERY TO:

Z Gallerie, LLC Ballot Processing, c/o Stretto
8269 East 23rd Avenue, Suite 275
Denver, Colorado 80238

OR

COMPLETE, SIGN, AND DATE THIS BALLOT AND RETURN IT *PROMPTLY* VIA ELECTRONIC SUBMISSION. PLEASE VISIT THE SOLICITATION AGENT'S WEBSITE TO CAST YOUR BALLOT VIA ELECTRONIC SUBMISSION.

HOW TO COMPLETE YOUR BALLOT ONLINE.

1. Please visit <https://cases.stretto.com/zgallerie>.
2. Click on the "E-Ballot" section of the Debtors' website.
3. Follow the directions to submit your Notice of Non-Voting Status and Opt-Out Form. If you choose to submit your Notice of Non-Voting Status and Opt-Out Form via the Solicitation Agent's E-Ballot system, you should not return a hard copy of your Notice of Non-Voting Status and Opt-Out Form.

BALLOTS CAST BY FACSIMILE AND/OR ELECTRONIC MAIL TRANSMISSION WILL NOT BE COUNTED.

IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 4 BALLOT **ON OR BEFORE JUNE 4, 2019, AT 4:00 P.M., PREVAILING EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE TRANSMITTED BY THIS CLASS 4 BALLOT MAY BE COUNTED TOWARD CONFIRMATION OF THE PLAN ONLY IN THE DISCRETION OF THE DEBTORS.**

Class 7 — General Unsecured Claims

INSTRUCTIONS FOR COMPLETING THIS CLASS 7 BALLOT

1. The Debtors are soliciting the votes of Holders of Claims with respect to the Plan attached as Exhibit A to the Disclosure Statement. Capitalized terms used in the Class 7 Ballot or in these instructions (the “Ballot Instructions”) but not otherwise defined therein or herein shall have the meaning set forth in the Disclosure Statement, a copy of which also accompanies the Class 7 Ballot. **PLEASE READ THE PLAN AND DISCLOSURE STATEMENT CAREFULLY BEFORE COMPLETING THIS BALLOT.**
2. The Plan can be confirmed by the Court and thereby made binding upon you if it is accepted by the Holders of at least two-thirds in amount and more than one-half in number of Claims or Interests in at least one class of creditors that votes on the Plan and if the Plan otherwise satisfies the requirements for confirmation provided by section 1129(a) of the Bankruptcy Code. Please review the Disclosure Statement for more information.
3. To ensure that your Class 7 Ballot is counted, you must: (a) complete your Class 7 Ballot in accordance with these instructions; (b) clearly indicate your decision either to accept or reject the Plan in the boxes provided in Item 2 of the Class 7 Ballot; and (c) clearly sign and submit your Class 7 Ballot as instructed herein.
4. Your Class 7 Ballot **must** be returned to the Solicitation Agent so as to be **actually received** by the Solicitation Agent on or before the Voting Deadline. **The Voting Deadline is June 4, 2019, at 4:00 p.m.**, prevailing Eastern Time. For any ballot cast via electronic mail, the received date and time in the Solicitation Agent’s inbox will be used as a timestamp for receipt.
5. If a Class 7 Ballot is received after the Voting Deadline and if the Voting Deadline is not extended, it may be counted only in the sole and absolute discretion of the Debtors. Additionally, **the following Class 7 Ballots will not be counted:**
 - (j) any Class 7 Ballot that partially rejects and partially accepts the Plan;
 - (k) Class 7 Ballots sent to the Debtors, the Debtors’ agents (other than the Solicitation Agent), or the Debtors’ financial or legal advisors;
 - (l) Class 7 Ballots sent by facsimile;
 - (m) any Class 7 Ballot that is illegible or contains insufficient information to permit the identification of the Holder of the Claim;
 - (n) any Class 7 Ballot cast by an Entity that does not hold a Claim in Class 7;
 - (o) any Class 7 Ballot submitted by a Holder not entitled to vote pursuant to the Plan;
 - (p) any unsigned Class 7 Ballot;
 - (q) any non-original Class 7 Ballot; and/or
 - (r) any Class 7 Ballot not marked to accept or reject the Plan or any Class 7 Ballot marked both to accept and reject the Plan.
6. The method of delivery of Class 7 Ballots to the Solicitation Agent is at the election and risk of each Holder of a Critical Trade Claim. Except as otherwise provided herein, such delivery will be deemed made only when the Solicitation Agent **actually receives** the originally executed Class 7 Ballot. In all cases, Holders should allow sufficient time to assure timely delivery.
7. If multiple Class 7 Ballots are received from the same Holder of a General Unsecured Claim with respect to the same Critical Trade Claim prior to the Voting Deadline, the latest, timely received, and properly completed Class 7 Ballot will supersede and revoke any earlier received Class 7 Ballots.
8. You must vote all of your General Unsecured Claims within Class 7 either to accept or reject the Plan and may **not** split your vote. Further, if a Holder has multiple General Unsecured Claims within Class 7, the Debtors may, in their discretion, aggregate the Claims of any particular Holder with multiple General Unsecured Claims within Class 7 for the purpose of counting votes.

9. This Class 7 Ballot does *not* constitute, and shall not be deemed to be, (a) a Proof of Claim or (b) an assertion or admission of a Claim.
10. **Please be sure to sign and date your Class 7 Ballot.** If you are signing a Class 7 Ballot in your capacity as a trustee, executor, administrator, guardian, attorney in fact, officer of a corporation, or otherwise acting in a fiduciary or representative capacity, you must indicate such capacity when signing and, if required or requested by the Solicitation Agent, the Debtors, or the Bankruptcy Court, must submit proper evidence to the requesting party to so act on behalf of such Holder. In addition, please provide your name and mailing address if it is different from that set forth on the attached mailing label or if no such mailing label is attached to the Class 7 Ballot.
11. If you hold Claims or Interests in more than one Class under the Plan you may receive more than one ballot coded for each different Class. Each ballot votes *only* your Claims or Interests indicated on that ballot, so please complete and return each ballot that you received.

PLEASE SUBMIT YOUR CLASS 7 BALLOT PROMPTLY

**IF YOU HAVE ANY QUESTIONS REGARDING THIS CLASS 7 BALLOT,
THESE VOTING INSTRUCTIONS OR THE PROCEDURES FOR VOTING,
PLEASE CALL THE RESTRUCTURING HOTLINE AT: (855) 276-9008 OR EMAIL
TEAMZGALLERIE@STRETTO.COM.**

**IF THE SOLICITATION AGENT DOES NOT *ACTUALLY RECEIVE* THIS CLASS 7 BALLOT ON OR
BEFORE THE VOTING DEADLINE, WHICH IS ON JUNE 4, 2019, AT 4:00 P.M., PREVAILING
EASTERN TIME, (AND IF THE VOTING DEADLINE IS NOT EXTENDED), YOUR VOTE
TRANSMITTED HEREBY MAY BE COUNTED ONLY IN THE DISCRETION OF THE DEBTORS.**

Exhibit 4

Non-Impaired Non-Voting Status Notice

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
Z Gallerie, LLC 1855 West 139th Street Gardena, California 90249 Attn.: Mark Weinsten	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C. -and- Kirkland & Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: Justin R. Bernbrock -and- Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti
Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway	Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato - and - Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney

United States Trustee	Counsel to the Committee
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.	Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq. - and - Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <http://www.deb.uscourts.gov>.

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains Release, Exculpation, and Injunction Provisions, and Article VIII.D contains a Third-Party Release. You are advised to review and consider the Plan, including the release, injunction, and exculpation provisions carefully, as your rights might be affected thereunder.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Dated: [●], 2019
Wilmington, Delaware

/s/

Domenic E. Pacitti (DE Bar No. 3989)

KLEHR HARRISON HARVEY BRANZBURG LLP

919 North Market Street, Suite 1000

Wilmington, Delaware 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

Domenic E. Pacitti (DE Bar No. 3989)

-and-

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

-and-

Justin R. Bernbrock (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 5

Impaired Non-Voting Status Notice

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
Z Gallerie, LLC 1855 West 139th Street Gardena, California 90249 Attn.: Mark Weinsten	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C. -and- Kirkland & Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: Justin R. Bernbrock -and- Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti
Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway	Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato - and - Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney

United States Trustee	Counsel to the Committee
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.	Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq. - and - Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at <http://www.deb.uscourts.gov>.

Election to Opt Out of Third-Party Release

PLEASE TAKE FURTHER NOTICE THAT Article VIII of the Plan contains Release, Exculpation, and Injunction Provisions, and Article VIII.D contains a Third-Party Release. You are advised to review and consider the Plan, including the release, injunction, and exculpation provisions carefully, as your rights might be affected thereunder.

Article VIII.D of the Plan contains the following provision:

As of the Effective Date, in exchange for good and valuable consideration, including the obligations of the Debtors under the Plan and the contributions of the Released Parties to facilitate and implement the Plan, to the fullest extent permissible under applicable law, as such law may be extended or integrated after the Effective Date, each of the Releasing Parties shall be deemed to have conclusively, absolutely, unconditionally, irrevocably, and forever, released and discharged each Debtor, Reorganized Debtor, and Released Party from any and all any and all Claims, interests, obligations, rights, suits, damages, Causes of Action, remedies, and liabilities whatsoever, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, in law, equity, or otherwise, including any derivative claims, asserted or assertable on behalf of any of the Debtors, the Reorganized Debtors, or their Estates, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the purchase, sale, or rescission of the purchase or sale of any security of the Debtors or the Reorganized Debtors, the subject matter of, or the transactions or events giving rise to, any Claim or Interest that is treated in the Plan, the business or contractual arrangements between any Debtor and any Released Party, the Debtors’ in- or out-of-court restructuring efforts, intercompany transactions, the Restructuring Transactions, the Sale Transaction, entry into the Exit Credit Agreement Facility, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, filing, or consummation of the Disclosure Statement, the DIP Facility, the Sale Transaction, the Exit Credit Agreement Facility, the Plan (including, for the avoidance of doubt, the Plan Supplement), or any Restructuring Transaction, contract, instrument,

release, or other agreement or document created or entered into in connection with the Disclosure Statement, the DIP Facility, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; *provided* that any right to enforce the Plan and Confirmation Order is not so released.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of the releases described in Article VIII.D of the Plan, which includes by reference each of the related provisions and definitions contained in this Plan, and further, shall constitute the Bankruptcy Court's finding that each release described in Article VIII.D of the Plan is: (1) in exchange for the good and valuable consideration provided by the Released Parties, (2) a good-faith settlement and compromise of such Claims; (3) in the best interests of the Debtors and all Holders of Claims and Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors or Reorganized Debtors or their respective Estates asserting any claim, Cause of Action, or liability related thereto, of any kind whatsoever, against any of the Released Parties or their property.

* * * *

UNDER THE PLAN, "RELEASING PARTIES" MEANS EACH OF THE FOLLOWING IN THEIR CAPACITY AS SUCH: (A) THE SECURED CREDIT AGREEMENT LENDERS; (B) THE SECURED CREDIT AGREEMENT AGENT; (C) THE DIP AGENT; (D) THE DIP LENDER; (E) THE EXIT CREDIT AGREEMENT LENDERS; (F) THE EXIT CREDIT AGREEMENT AGENT; (G) THE SECURED TERM LOAN PARTICIPANTS; (H) THE WINNING BIDDER; (I) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO ACCEPT OR ARE DEEMED TO ACCEPT THE PLAN; (J) ALL HOLDERS OF CLAIMS OR INTERESTS THAT ABSTAIN FROM VOTING ON THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; (K) ALL HOLDERS OF CLAIMS OR INTERESTS THAT VOTE TO REJECT THE PLAN OR ARE DEEMED TO REJECT THE PLAN AND WHO DO NOT AFFIRMATIVELY OPT OUT OF THE RELEASES PROVIDED BY THE PLAN BY CHECKING THE BOX ON THE APPLICABLE BALLOT INDICATING THAT THEY OPT NOT TO GRANT THE RELEASES PROVIDED IN THE PLAN; AND (L) WITH RESPECT TO EACH OF THE DEBTORS, THE REORGANIZED DEBTORS, AND EACH OF THE FOREGOING ENTITIES IN CLAUSES (A) THROUGH (K), SUCH ENTITY AND ITS CURRENT AND FORMER AFFILIATES, AND SUCH ENTITIES' AND THEIR CURRENT AND FORMER AFFILIATES' CURRENT AND FORMER DIRECTORS, MANAGERS, OFFICERS, EQUITY HOLDERS (REGARDLESS OF WHETHER SUCH INTERESTS ARE HELD DIRECTLY OR INDIRECTLY), PREDECESSORS, SUCCESSORS, AND ASSIGNS, SUBSIDIARIES, AFFILIATES, MANAGED ACCOUNTS OR FUNDS, AND EACH OF THEIR RESPECTIVE CURRENT AND FORMER EQUITY HOLDERS, OFFICERS, DIRECTORS, MANAGERS, PRINCIPALS, SHAREHOLDERS, MEMBERS, MANAGEMENT COMPANIES, FUND ADVISORS, EMPLOYEES, AGENTS, ADVISORY BOARD MEMBERS, FINANCIAL ADVISORS, PARTNERS, ATTORNEYS, ACCOUNTANTS, INVESTMENT BANKERS, CONSULTANTS, REPRESENTATIVES, AND OTHER PROFESSIONALS, EACH IN THEIR CAPACITY AS SUCH COLLECTIVELY.

AS A "RELEASING PARTY" UNDER THE PLAN, YOU ARE DEEMED TO PROVIDE THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, AS SET FORTH ABOVE.

* * * *

If you elect to opt out of the the above Third Party Releases, this Impaired Non-Voting Status Notice Form may be returned by mail or by electronic, online transmission solely by clicking on the "E-Ballot" section on the Debtors' case information website (<https://cases.stretto.com/zgallerie>) and following the directions set forth on the website regarding submitting your Impaired Non-Voting Status Notice Form as described more fully below. Please choose only one method of return of your Impaired Non-Voting Status Notice.

Item 1. Release.

PLEASE TAKE NOTICE that you may check the box below to opt out of the release provisions contained in Article VIII.D of the Plan as set forth above.

IF YOU DO NOT OPT OUT OF THE RELEASE PROVISIONS BY CHECKING THE BOX BELOW AND PROPERLY AND TIMELY SUBMITTING THIS NOTICE OF NON-VOTING STATUS, YOU WILL BE DEEMED TO HAVE UNCONDITIONALLY, IRREVOCABLY, AND FOREVER RELEASED AND DISCHARGED THE RELEASED PARTIES (AS DEFINED IN THE PLAN) FROM, AMONG OTHER THINGS, ANY AND ALL CAUSES OF ACTION (AS DEFINED IN THE PLAN) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE PLAN. IF YOU WOULD OTHERWISE BE ENTITLED TO A RELEASE UNDER ARTICLE VIII.D OF THE PLAN, BUT YOU DO NOT GRANT THE RELEASES CONTAINED IN ARTICLE VIII.D OF THE PLAN, THEN YOU SHALL NOT RECEIVE THE BENEFIT OF THE RELEASES SET FORTH IN ARTICLE VIII.D OF THE PLAN. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES, IN THEIR CAPACITY AS SUCH, SHALL NOT BE ENTITLED TO ANY RELEASE UNDER THE CHAPTER 11 PLAN. FOR THE AVOIDANCE OF DOUBT, THE NON-RELEASED PARTIES, IN THEIR CAPACITY AS SUCH, SHALL NOT BE ENTITLED TO ANY RELEASE UNDER THE CHAPTER 11 PLAN.

The Holder of the Impaired Claims and Equity Interests elects to (optional):

<input type="checkbox"/> The undersigned elects to Opt Out of the Above Third Party Release (note that opting out of the release will result in you not being included in the definition of “Released Party” under the Plan).
--

Item 2. Certification.

By returning this Notice of Non-Voting Status to Holders of Impaired Claims and Equity Interests Deemed to Reject the Plan and Notice of Opt-Out Election, the Holder of the Impaired Claim(s) or Interest(s) identified below certifies that (a) it was the Holder of Impaired Claim(s) or Interest(s) as of the Record Date and/or it has full power and authority to opt out of the Third-Party Releases for the Impaired Claim(s) or Interest(s) identified below with respect to such Impaired Claim(s) or Interest(s) and (b) it understands the scope of the releases.

Name of Holder:	
	(Print or Type)
Signature:	
Name of Signatory:	
	(If other than Holder)
Title:	
Address:	
Telephone Number:	
Email:	
Date Completed:	

HOW TO OPT OUT OF THE RELEASES BY MAIL.

1. If you wish to make an election to opt out of the release provisions contained in Article VIII.D of the Plan set forth above check the box in Item 1.
2. Review the certification contained in Item 2.
3. Sign and date this Impaired Non-Voting Status Notice Form and fill in the other required information in the applicable box above.
4. Return this Impaired Non-Voting Status Notice Form (with an original signature) *promptly* via first class mail (or the enclosed reply envelop provided), overnight courier, or hand delivery to:

Z Gallerie, LLC Ballot Processing, c/o Stretto
8269 East 23rd Avenue, Suite 275
Denver, Colorado 80238

OR

**COMPLETE, SIGN, AND DATE THIS IMPAIRED NON-VOTING STATUS
NOTICE FORM VIA ELECTRONIC SUBMISSION.**

HOW TO COMPLETE YOUR IMPAIRED NON-VOTING STATUS NOTICE FORM ONLINE.

1. Please visit <https://cases.stretto.com/zgallerie>.
2. Click on the “E-Ballot” section of the Debtors’ website.
3. Follow the directions to submit your Impaired Non-Voting Status Notice Form. If you choose to submit your Impaired Non-Voting Status Notice Form via the Solicitation Agent’s E-Ballot system, you should not return a hard copy of your Impaired Non-Voting Status Notice Form.

**IMPAIRED NON-VOTING STATUS NOTICES RETURNED BY FACSIMILE
AND/OR ELECTRONIC MAIL TRANSMISSION WILL NOT BE COUNTED.**

IF YOU ELECT TO OPT OUT OF THE THIRD PARTY RELEASES, YOU MUST COMPLETE AND RETURN THIS IMPAIRED NON-VOTING STATUS NOTICE FORM TO THE SOLICITATION AGENT SO THAT IT IS *ACTUALLY RECEIVED ON OR BEFORE JUNE 4, 2019, AT 4:00 P.M.*, PREVAILING EASTERN TIME, UNLESS THE VOTING DEADLINE IS EXTENDED.

IF YOU DO NOT COMPLETE AND RETURN THIS IMPAIRED NON-VOTING STATUS NOTICE FORM, YOU WILL BE DEEMED TO OPT IN TO THE THIRD PARTY RELEASES.

Dated: [●], 2019
Wilmington, Delaware

/s/

Domenic E. Pacitti (DE Bar No. 3989)

KLEHR HARRISON HARVEY BRANZBURG LLP

919 North Market Street, Suite 1000

Wilmington, Delaware 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

Domenic E. Pacitti (DE Bar No. 3989)

-and-

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

-and-

Justin R. Bernbrock (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 6

Notice to Disputed Claim Holders

following events have taken place before a date that is three business days before the Voting Deadline (each, a “Resolution Event”):

5. an order of the Court is entered allowing such Claim pursuant to section 502(b) of the Bankruptcy Code, after notice and a hearing;
6. an order of the Court is entered temporarily allowing such Claim for voting purposes only pursuant to Bankruptcy Rule 3018(a), after notice and a hearing;
7. a stipulation or other agreement is executed between the Holder of such Claim and the Debtors temporarily allowing the Holder of such Claim to vote its Claim in an agreed upon amount; or
8. the pending objection to such Claim is voluntarily withdrawn by the Debtors.

Accordingly, this notice and the *Notice of Entry of Order Approving (I) Adequacy of the Disclosure Statement, (II) the Solicitation and Notice Procedures, (III) Form of Ballots and Notices in Connection Therewith, and (IV) Certain Dates with Respect Thereto* are being sent to you for informational purposes only.

PLEASE TAKE FURTHER NOTICE THAT if a Resolution Event occurs, then no later than one business day thereafter, the Solicitation Agent shall distribute a ballot, and a pre-addressed, postage pre-paid envelope to you, which must be returned to the Solicitation Agent no later than the Voting Deadline, which is on **June 4, 2019, at 4:00 p.m.**, prevailing Eastern Time.

PLEASE TAKE FURTHER NOTICE THAT if you have any questions about the status of any of your Claims, you should contact the Solicitation Agent in accordance with the instructions provided above.

Dated: [●], 2019
Wilmington, Delaware

/s/

Domenic E. Pacitti (DE Bar No. 3989)

KLEHR HARRISON HARVEY BRANZBURG LLP

919 North Market Street, Suite 1000

Wilmington, Delaware 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

Domenic E. Pacitti (DE Bar No. 3989)

-and-

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

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-and-

Justin R. Bernbrock (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 7

Cover Letter

[LETTERHEAD]

[DATE]

Via First Class Mail

**RE: In re Z Gallerie, LLC, et al.,
Chapter 11 Case No. 19-10488 (LSS)**

TO ALL HOLDERS OF CLAIMS ENTITLED TO VOTE ON THE PLAN:

Z Gallerie, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”)¹ each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware (the “Court”) on March 11, 2019.

You have received this letter and the enclosed materials because you are entitled to vote on the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”).² On May [●], 2019 the Court entered an order (the “Disclosure Statement Order”), (a) authorizing the Debtors to solicit acceptances for the Plan; (b) approving the *Disclosure Statement for the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages (the “Solicitation Package”); and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan, and for filing objections to the Plan.

You are receiving this letter because you are entitled to vote on the Plan. Therefore, you should read this letter carefully and discuss it with your attorney. If you do not have an attorney, you may wish to consult one.

In addition to this cover letter, the enclosed materials comprise your Solicitation Package, and were approved by the Court for distribution to Holders of Claims in connection with the solicitation of votes to accept the Plan. The Solicitation Package consists of the following:

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

² Capitalized terms used and not defined have the meanings given to them in the Disclosure Statement and Plan, as applicable.

- a. a copy of the Solicitation and Voting Procedures;
- b. a Ballot, together with detailed voting instructions and a pre-addressed, postage pre-paid return envelope;
- c. this letter;
- d. the Disclosure Statement (and exhibits thereto, including the Plan);
- e. the Order (without exhibits, except the Solicitation and Voting Procedures);
- f. the Confirmation Hearing Notice; and
- g. such other materials as the Court may direct.

Z Gallerie, LLC (on behalf of itself and each of the other Debtors) has approved the filing of the Plan and the solicitation of votes to accept the Plan. The Debtors believe that the acceptance of the Plan is in the best interests of their estates, Holders of Claims, and all other parties in interest. Moreover, the Debtors believe that any alternative other than Confirmation of the Plan could result in extensive delays and increased administrative expenses, which, in turn, likely would result in smaller distributions (or no distributions) on account of Claims asserted in these chapter 11 cases.

The Debtors strongly urge you to properly and timely submit your Ballot casting a vote to accept the Plan in accordance with the instructions in your Ballot.

Voting Deadline is June 4, 2019, at 4:00 P.M. Prevailing Eastern Time.

The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions, however, please feel free to contact Stretto (the “Solicitation Agent”) at no charge by: (i) accessing the Debtors’ restructuring website at <https://cases.stretto.com/zgallerie>; (ii) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; (iii) calling the Solicitation Agent at (855) 276-9008; or (iv) emailing TeamZGallerie@stretto.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Sincerely,

Z Gallerie, LLC
Z Gallerie Holding Company, LLC

Exhibit 8

Confirmation Hearing Notice

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

In re:)	
	)	Chapter 11
Z GALLERIE, LLC, <i>et al.</i> , ¹	)	Case No. 19-10488 (LSS)
)	
Debtors.	)	(Jointly Administered)
)	

**NOTICE OF HEARING TO CONSIDER
CONFIRMATION OF THE CHAPTER 11 PLAN FILED BY THE
DEBTORS AND RELATED VOTING AND OBJECTION DEADLINES**

PLEASE TAKE NOTICE THAT on May [●], 2019, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered an order (the “Disclosure Statement Order”), (a) authorizing Z Gallerie, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), to solicit acceptances for the *First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (as modified, amended, or supplemented from time to time, the “Plan”);² (b) approving the *Disclosure Statement for the First Amended Joint Plan of Reorganization of Z Gallerie, LLC and Z Gallerie Holding Company, LLC Pursuant to Chapter 11 of the Bankruptcy Code* (the “Disclosure Statement”) as containing “adequate information” pursuant to section 1125 of the Bankruptcy Code; (c) approving the solicitation materials and documents to be included in the solicitation packages; and (d) approving procedures for soliciting, receiving, and tabulating votes on the Plan and for filing objections to the Plan.

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the “Confirmation Hearing”) will commence on **June 11, 2019 at 10:00 a.m.** prevailing Eastern Time, before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District of Delaware, located at located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801.

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Z Gallerie, LLC (3816) and Z Gallerie Holding Company, LLC (5949). The location of the Debtors’ service address is: 1855 West 139th Street, Gardena, CA 90249.

² Capitalized terms used and not defined have the meanings given to them in the Disclosure Statement and Plan, as applicable.

Please be Advised: The Confirmation Hearing may be continued from time to time by the Court or the Debtors without further notice other than by such adjournment being announced in open court or by a Notice of Adjournment Filed with the Court and served on all parties entitled to notice.

CRITICAL INFORMATION REGARDING VOTING ON THE PLAN

Voting Record Date. The voting record date is **May 1, 2019** (the “Voting Record Date”), which is the date for determining which Holders of Claims in Classes 4, 5, 6, and 7 are entitled to vote on the Plan.

Voting Deadline. The deadline for voting on the Plan is on **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Voting Deadline”). If you received a Solicitation Package, including a Ballot and intend to vote on the Plan you **must**: (a) follow the instructions carefully; (b) complete **all** of the required information on the ballot; and (c) execute and return your completed Ballot according to and as set forth in detail in the voting instructions so that it is **actually received** by the Debtors’ Solicitation Agent, Stretto (the “Solicitation Agent”) on or before the Voting Deadline. **A failure to follow such instructions may disqualify your vote.**

CRITICAL INFORMATION REGARDING OBJECTING TO THE PLAN

Article VIII of the Plan contains Release, Exculpation, and Injunction provisions, and Article VIII.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
<p>Z Gallerie, LLC 1855 West 139th Street Gardena, California 90249 Attn.: Mark Weinsten</p>	<p>Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C.</p> <p>-and-</p> <p>Kirkland & Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: Justin R. Bernbrock</p> <p>-and-</p> <p>Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti</p>
Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
<p>Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway</p>	<p>Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato</p> <p>- and -</p> <p>Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney</p>
United States Trustee	Counsel to the Committee
<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.</p>	<p>Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq.</p> <p>- and -</p> <p>Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis</p>

ADDITIONAL INFORMATION

Obtaining Solicitation Materials. The materials in the Solicitation Package are intended to be self-explanatory. If you should have any questions or if you would like to obtain additional solicitation materials (or paper copies of solicitation materials if you received a CD-ROM or flash drive), please feel free to contact the Debtors' Solicitation Agent,

by: (a) calling the Debtors' restructuring hotline at (855) 276-9008; (b) visiting the Debtors' restructuring website at: <https://cases.stretto.com/zgallerie>; (c) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238; and/or (d) emailing TeamZGallerie@stretto.com. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>. Please be advised that the Solicitation Agent is authorized to answer questions about, and provide additional copies of, solicitation materials, but may **not** advise you as to whether you should vote to accept or reject the Plan.

Filing the Plan Supplement. The Debtors will file the Plan Supplement (as defined in the Plan) on or before seven days prior to the Confirmation Hearing and will serve notice on all Holders of Claims entitled to vote on the Plan, which will: (a) inform parties that the Debtors filed the Plan Supplement; (b) list the information contained in the Plan Supplement; and (c) explain how parties may obtain copies of the Plan Supplement.

Binding nature of the Plan:

If confirmed, the Plan will bind all Holders of Claims and Interests to the maximum extent permitted by applicable law, whether or not such Holder will receive or retain any property or interest in property under the Plan, has filed a Proof of Claim in these Chapter 11 Cases, or failed to vote to accept or reject the Plan or voted to reject the Plan.

Dated: [●], 2019
Wilmington, Delaware

/s/

Domenic E. Pacitti (DE Bar No. 3989)

KLEHR HARRISON HARVEY BRANZBURG LLP

919 North Market Street, Suite 1000

Wilmington, Delaware 19801

Telephone: (302) 426-1189

Facsimile: (302) 426-9193

Domenic E. Pacitti (DE Bar No. 3989)

-and-

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

601 Lexington Avenue

New York, New York 10022

Telephone: (212) 446-4800

Facsimile: (212) 446-4900

-and-

Justin R. Bernbrock (admitted *pro hac vice*)

KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS INTERNATIONAL LLP

300 North LaSalle

Chicago, Illinois 60654

Telephone: (312) 862-2000

Facsimile: (312) 862-2200

Co-Counsel for the Debtors and Debtors in Possession

Exhibit 9

Plan Supplement Notice

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
Z Gallerie, LLC 1855 West 139th Street Gardena, California 90249 Attn.: Mark Weinsten	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C. -and- Kirkland & Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: Justin R. Bernbrock -and- Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti
Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway	Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato - and - Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney

United States Trustee	Counsel to the Committee
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.	Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq. - and - Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Stretto, the Solicitation Agent retained by the Debtors in these chapter 11 cases (the “Solicitation Agent”), by: (a) calling the Debtors’ restructuring hotline at (855) 276-9008; (b) visiting the Debtors’ restructuring website at: <https://cases.stretto.com/zgallerie>; and/or (c) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

Article VIII of the Plan contains Release, Exculpation, and Injunction Provisions, and Article VIII.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Dated: [●], 2019
Wilmington, Delaware

/s/

Domenic E. Pacitti (DE Bar No. 3989)

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit 10

Notice of Assumption of Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE THAT you are receiving this notice because the Debtors' records reflect that you are a party to a contract that is listed on the Assumption Schedule. Therefore, you are advised to review carefully the information contained in this notice and the related provisions of the Plan, including the Assumption Schedule.

PLEASE TAKE FURTHER NOTICE that the Debtors are proposing to assume the Executory Contract(s) and Unexpired Lease(s) listed on **Exhibit A**, attached hereto, to which you are a party.³

PLEASE TAKE FURTHER NOTICE THAT section 365(b)(1) of the Bankruptcy Code requires a chapter 11 debtor to cure, or provide adequate assurance that it will promptly cure, any defaults under executory contracts and unexpired leases at the time of assumption. Accordingly, the Debtors have conducted a thorough review of their books and records and have determined the amounts required to cure defaults, if any, under the Executory Contract(s) and Unexpired Lease(s), which amounts are listed on Exhibit A attached hereto. Please note that if no amount is stated for a particular Executory Contract or Unexpired Lease, the Debtors believe that there is no cure amount outstanding for such contract or lease.

PLEASE TAKE FURTHER NOTICE THAT absent any pending dispute, the monetary amounts required to cure any existing defaults arising under the Executory Contract(s) and Unexpired Lease(s) identified above will be satisfied, pursuant to section 365(b)(1) of the Bankruptcy Code, by the Debtors in Cash on the Effective Date. In the event of a dispute, however, payment of the cure amount would be made following the entry of a final order(s) resolving the dispute and approving the assumption. Any objection by a contract or lease counterparty to a proposed assumption or related Cure Cost must be filed, served, and actually received by the Debtors by the date on which objections to confirmation are due (or such other date as may be provided in the applicable assumption notice). Any counterparty to an Executory Contract or Unexpired Lease that fails to object timely to the proposed assumption or Cure Cost will be deemed to have assented to such assumption or Cure Cost. Any objection to a proposed assumption or cure amount will be scheduled to be heard by the Bankruptcy Court at the Reorganized Debtors' first scheduled omnibus hearing after which such objection is timely filed. If an objection to the proposed assumption or related cure amount is sustained by the Court, the Debtors may elect to reject such Executory Contract or Unexpired Lease in lieu of assuming it. The Debtors, in consultation with the Requisite Lenders, may settle any dispute regarding the amount of any Cure Cost without any further notice to any party or any action, order, or approval of the Bankruptcy Court.

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Assumption Schedule, nor anything contained in the Plan or each Debtor's schedule of assets and liabilities, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease capable of assumption, that any Reorganized Debtor(s) has any liability thereunder, or that such Executory Contract or Unexpired Lease is necessarily a binding and enforceable agreement. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Assumption Schedule and reject such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim (or cure amount) asserted in connection with assumption of any Executory Contract or Unexpired Lease.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the “Plan Objection Deadline”). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

Debtors	Counsel to the Debtors
Z Gallerie, LLC 1855 West 139th Street Gardena, California 90249 Attn.: Mark Weinsten	Kirkland & Ellis LLP 601 Lexington Avenue New York, New York 10022 Attn: Joshua A. Sussberg, P.C. -and- Kirkland & Ellis LLP 300 North LaSalle Chicago, Illinois 60654 Attn: Justin R. Bernbrock -and- Klehr Harrison Harvey Branzburg LLP 919 N. Market Street, Suite 1000 Wilmington, Delaware 19801 Attn: Domenic E. Pacitti
Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway	Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato - and - Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney

United States Trustee	Counsel to the Committee
Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.	Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq. - and - Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis

PLEASE TAKE FURTHER NOTICE THAT any objections to the Plan in connection with the assumption of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related cure or adequate assurances proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

PLEASE TAKE FURTHER NOTICE THAT assumption of any Executory Contract or Unexpired Lease pursuant to the Plan or otherwise shall result in the full release and satisfaction of any Claims or defaults, whether monetary or nonmonetary, including defaults of provisions restricting the change in control or ownership interest composition or other bankruptcy-related defaults, arising under any assumed Executory Contract or Unexpired Lease at any time before the date of the Debtors or Reorganized Debtors assume such Executory Contract or Unexpired Lease. Any Proofs of Claim Filed with respect to an Executory Contract or Unexpired Lease that has been assumed shall be deemed disallowed and expunged, without further notice to or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT if you would like to obtain a copy of the Disclosure Statement, the Plan, the Plan Supplement, or related documents, you should contact Stretto, the Solicitation Agent retained by the Debtors in these chapter 11 cases (the "Solicitation Agent"), by: (a) calling the Debtors' restructuring hotline at (855) 276-9008; (b) visiting the Debtors' restructuring website at: <https://cases.stretto.com/zgallerie>; and/or (c) writing to Z Gallerie, LLC Ballot Processing, c/o Stretto, 8269 East 23rd Avenue, Suite 275, Denver, Colorado 80238. You may also obtain copies of any pleadings filed in these chapter 11 cases for a fee via PACER at: <http://www.deb.uscourts.gov>.

Article VIII of the Plan contains Release, Exculpation, and Injunction Provisions, and Article VIII.D contains a Third-Party Release. Thus, you are advised to review and consider the Plan carefully because your rights might be affected thereunder.

This Notice is being sent to you for informational purposes only. If you have questions with respect to your rights under the Plan or about anything stated herein or if you would like to obtain additional information, contact the Solicitation Agent.

Dated: [●], 2019
Wilmington, Delaware

/s/

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Co-Counsel for the Debtors and Debtors in Possession

Exhibit A

Counterparty Name	Description of Contract	Amount Required to Cure Default Thereunder, If Any

Exhibit 11

Notice of Rejection of Executory Contracts and Unexpired Leases

PLEASE TAKE FURTHER NOTICE THAT you are receiving this Notice because the Debtors' records reflect that you are a party to an Executory Contract or Unexpired Lease that will be rejected pursuant to the Plan. Therefore, you are advised to review carefully the information contained in this Notice and the related provisions of the Plan.³

PLEASE TAKE FURTHER NOTICE THAT the hearing at which the Court will consider Confirmation of the Plan (the "Confirmation Hearing") will commence on **June 11, 2019 at 10:00 a.m.** prevailing Eastern Time, before the Honorable Laurie Selber Silverstein, in the United States Bankruptcy Court for the District of Delaware, located at 824 Market Street, 6th Floor, Courtroom 2, Wilmington, Delaware 19801.

PLEASE TAKE FURTHER NOTICE THAT all proofs of Claim with respect to Claims arising from the rejection of Executory Contracts or Unexpired Leases, if any, must be filed with the Bankruptcy Court within **30 days** after the date of service of the order of the Bankruptcy Court (including the Confirmation Order) approving such rejection. Any Claims arising from the rejection of an Executory Contract or Unexpired Lease not filed within such time will be automatically disallowed, forever barred from assertion, and shall not be enforceable against the Debtors or the Reorganized Debtors, their Estates, or their property without the need for any objection by the Reorganized Debtors or further notice to, or action, order, or approval of the Bankruptcy Court.

PLEASE TAKE FURTHER NOTICE THAT the deadline for filing objections to the Plan is **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time (the "Plan Objection Deadline"). Any objection to the Plan **must**: (a) be in writing; (b) conform to the Bankruptcy Rules, the Local Rules, and any orders of the Court; (c) state, with particularity, the basis and nature of any objection to the Plan and, if practicable, a proposed modification to the Plan that would resolve such objection; and (d) be filed with the Court (contemporaneously with a proof of service) and served upon the following parties so as to be **actually received** on or before **June 4, 2019, at 4:00 p.m.** prevailing Eastern Time:

³ Neither the exclusion nor inclusion of any Executory Contract or Unexpired Lease on the Rejected Executory Contract and Unexpired Lease List, nor anything contained in the Plan, shall constitute an admission by the Debtors that any such contract or lease is in fact an Executory Contract or Unexpired Lease or that any Reorganized Debtor has any liability thereunder. Further, the Debtors expressly reserve the right to (a) remove any Executory Contract or Unexpired Lease from the Rejection Schedule and assume such Executory Contract or Unexpired Lease pursuant to the terms of the Plan, up until the Effective Date and (b) contest any Claim asserted in connection with rejection of any Executory Contract or Unexpired Lease.

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Counsel to DIP Agent	Counsel to the Prepetition Term Loan Lenders
<p>Buchanan Ingersoll & Rooney PC 919 North Market Street, Suite 1500 Wilmington, Delaware 10981 Attn: Mary F. Caloway</p>	<p>Proskauer Rose LLP Eleven Times Square New York, New York 10036 Attn.: Vincent Indelicato</p> <p>- and -</p> <p>Morris, Nichols, Arsht & Tunnell LLP 1201 North Market Street, Suite 1600 Wilmington, Delaware 19801 Attn.: Robert J. Dehney</p>
United States Trustee	Counsel to the Committee
<p>Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, Delaware 19801 Attn.: Jaclyn Weissgerber, Esq.</p>	<p>Cooley, LLP The Grace Building 1114 Avenue of the Americas, 46th Floor New York, New York 10036 Attn.: Seth Van Aalten, Esq.</p> <p>- and -</p> <p>Whiteford, Taylor & Preston LLC The Renaissance Centre 405 North King Street, Suite 500 Wilmington, Delaware 19801 Attn.: Christopher M. Samis</p>

PLEASE TAKE FURTHER NOTICE THAT any objections to Plan in connection with the rejection of the Executory Contract(s) and Unexpired Lease(s) identified above and/or related rejection damages proposed in connection with the Plan that remain unresolved as of the Confirmation Hearing will be heard at the Confirmation Hearing (or such other date as fixed by the Court).

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