



Laura Garfinkel | Director
laura.garfinkel@claconnect.com
Cellular: 973-760-9218
Office: 770-637-8308

October 20, 2023

VIA EMAIL AND HARD COPY TO:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Gerald Gunter Building
Tallahassee FL 32399
Office of the Commission Clerk
Attn: Adam Teitzman, Director - 850-413-6770

**RE: GIGAMONSTER NETWORKS, LLC – NOTIFICATION OF VOLUNTARY
RELINQUISHMENT OF CPCN/CLEC APPROVAL NUMBER: TY-187**

COMPANY: CLA (CLIFTONLARSONALLEN, LLCP.)

CONTACT DESIGNEE: LAURA GARFINKEL

PHONE: 973-760-9218

EMAIL: LAURA.GARFINKEL@CLACONNECT.COM

RECEIVED-FPSC
2023 DEC 11 AM 9:59
COMMISSION
CLERK

**RE: GIGAMONSTER NETWORKS, LLC. VOLUNTARY RELINQUISHMENT OF
CPNC / CLEC APPROVAL NUMBER:TY-187**

Dear Adam,

Please be advised that GigaMonster Networks, LLC. (“GigaMonster Networks”) is making request and notification to the Florida Public Utility Commission (“Commission”) regarding GigaMonster Networks voluntary relinquishment of TY-187. And GigaMonster Networks is in full compliance with the State of Florida to make such notification and request of voluntary relinquishment of TY-187 in accordance with the Commissions regulations and requirements.

1. This request for voluntary withdrawal does not fall under the mass migration rules of any kind and/or as applicable to any commission;
2. GigaMonster Networks voluntary surrender as associated with the “Withdrawal of Service” including but not limited to issuance of Customer Notice requirements because, for as long as GigaMonster Networks has been granted approval of TY-187 GigaMonster Networks had never;

COM
AFD
APA
ECO
ENG
GCL
IDM
CLK



- Provided either any services as regulated by the Commission services as regulated under TY-187 to any customers in the state of Florida;
 - Collected any deposits in advance of offering service because GigaMonster Networks has never offered regulated services under TY-187.
 - For as long as GigaMonster Networks has been granted this approval; Giga Monster Networks had never provided any form of regulated services as overseen by the Commission to any customers.
3. GigaMonster Networks has never had any formal ICA with an ILEC in the state to support any form of facilitates based and/or resold local basic and/or long distance service of any kind and therefore does not have any form of Carrier of Last Resort (COLR) status;
 4. GigaMonster Networks has not, and does not actively participate in; and/or owe monies to any of the Commission remittance programs such as State specific:
 - State specific Universal Service, Telecommunications relay service and/or any other form of remittance.
 5. GigaMonster Networks has never had any customers under TY-187 nor has the company ever offered any services as overseen or regulated by the Commission to any customers.
 6. GigaMonster Networks has never advertised or marketed its services to customers under TY-187: nor has GigaMonster Networks participated in any public purpose program within the past six months prior to the submission of this notification;
 7. Since approval of TY-187 GigaMonster Networks has complied with all its regulatory obligations and is current with same prior to the submission of this notification letter (e.g. annual reports, annual performance bond, reporting/payment of surcharges and user fees);
 - When conducting an internal review of related compliance matters Commission staff will note that all such regulatory filings and matters filed and processed under TY-187 reflect ongoing zero filed reports related to data and also zero amount(s) owed related to assessment(s) aggregated to services and/or service types;
 8. GigaMonster Networks has no outstanding customer complaints under TY-187 filed with Commission; nor does GigaMonster Networks have any citations, OSC's or any like or similar action and no enforcement actions by the Commission.



9. GigaMonster Networks has no pending or outstanding other Commission filings under TY-187.

The timeliness of the Commission approving the request for GigaMonster Networks to voluntarily withdraw TY-187 is greatly appreciated. The company is declared in a bankruptcy in January 2023 under Chapter 11, and effective as of June 2023 has no customers, no employees and company assets were liquidated on and around April and May 2023 through a bankruptcy auction held by the assigned bankruptcy trustee.

Should you have any questions or require additional information please feel free to contact me using the contact information provided below.

Respectfully Submitted,

A handwritten signature in dark ink, which appears to read 'Laura Garfinkel', is written over a horizontal line.

Laura Garfinkel; Director
("CLA") CliftonLarsonAllen LLP
3575 Piedmont Road Northeast
Building 15; Suite 1550
Atlanta GA, 30305
Phone: 973-760-9218
Fax: 866-611-5443
Email: Laura.Garfinkel@claconnect.com
Attorney in Fact for GigaMonster Networks, LLC.

Local Telephone Service Provider Regulatory Assessment Fee Return

Florida Public Service Commission

STATUS:

(See Filing Instructions on Back of Form)

☒ Actual Return
☐ Estimated Return
☐ Amended Return

PERIOD COVERED:

Please Complete Below If Official Mailing Address Has Changed

FOR PSC USE ONLY

Check #

\$ _____ 06-03-001
 003001

\$ _____ E

\$ _____ P 06-03-001
 004011

\$ _____ I

Postmark Date _____

Initials of Preparer _____

GigaMonster Networks, LLC

PO Box 6339

Marietta, GA

30067

(Name of Company)

(Address)

(City/State)

(Zip)

LINE NO.		TOTAL FLORIDA GROSS OPERATING REVENUE	INTRASTATE REVENUE
1.	Local Service Revenues	\$ 0.00	\$ 0.00
2.	Network Access Revenues	0.00	0.00
3.	Long Distance Network Services Revenues	0.00	0.00
4.	Miscellaneous Revenues	1,924,919.80	13,606.01
5.	TOTAL REVENUES	\$ 1,924,919.80	\$ 13,606.01
6.	LESS: Amounts Paid to Other Telecommunications Companies ⁽¹⁾		0.00
7.	NET INTRASTATE OPERATING REVENUE for Regulatory Assessment Fee Calculation (Line 5 less Line 6)		\$ 13,606.01
8.	Regulatory Assessment Fee Due (Multiply Line 7 by 0.0016. If more than \$600, enter amount. If less, enter \$600.) ⁽²⁾		\$600
9.	Penalty for Late Payment (see "3. Failure to File by Due Date" on back)		\$0.00
10.	Interest for Late Payment (see "3. Failure to File by Due Date" on back)		\$0.00
11.	Extension Payment Fee (see "4. Extension " on back)		\$0.00
12.	TOTAL AMOUNT DUE (Add lines 8 through 11)		\$ \$600

(1) These amounts must be intrastate only and must be verifiable (see "2. Fees" on back).

(2) Regardless of the gross operating revenue of a company, a minimum annual regulatory assessment fee of \$600 shall be imposed as provided in Section 364.336, Florida Statutes.

I, the undersigned owner/officer of the above-named company, have read the foregoing and declare that to the best of my knowledge and belief the above information is a true and correct statement. I am aware that pursuant to Section 837.06, Florida Statutes, whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his official duty shall be guilty of a misdemeanor of the second degree.

Ashley Morales
 (Signature of Company Official)

Attorney-in-Fact

01/06/2023

(Title)

(Date)

Ashley Morales

Telephone Number (404)467-5835

Fax Number ()

(Preparer of Form - Please Print Name)

F.E.I. No. 38-4082854

FLORIDA PUBLIC SERVICE COMMISSION
Instructions For Filing Regulatory Assessment Fee Return
(Telecommunications Company)

1. **WHEN TO FILE:** For companies which owed a total of \$10,000 or more of assessment fee for the preceding calendar year, this Regulatory Assessment Fee Return is required twice a year and payment must be filed or postmarked:

*On or before July 30 for the six-month period January 1 through June 30, **and**
On or before January 30 for the six-month period July 1 through December 31.*

For companies which owed a total of less than \$10,000 of assessment fee for the preceding calendar year, this Regulatory Assessment Fee Return and payment must be filed or postmarked:

On or before January 30 for the prior twelve-month period January 1 through December 31.

However, when July 30 or January 30 falls on a Saturday, Sunday, or holiday, the Regulatory Assessment Fee Return may be filed or postmarked on the next business day, without penalty or interest.

2. **FEES:** Each company shall pay 0.0016 of its gross operating revenues derived from intrastate business, as referenced in Rule 25-4.0161(1), F.A.C. Gross Operating Revenues are defined as the total revenues before expenses. Gross Intrastate Operating Revenues are defined as revenues from calls originating and terminating within Florida. Do not deduct any expenses, taxes, or uncollectibles from these amounts.

On Line 6, deduct any amounts paid to another telecommunications company for the use of any telecommunications network to provide service to its customers. **Do not deduct** any taxes, federal subscriber line charges, interstate long distance access charges, or amounts paid for nonregulated services such as voice mail, inside wire maintenance, or equipment purchases/rentals. **DEDUCTIONS MUST BE INTRASTATE ONLY AND MUST BE VERIFIABLE.**

3. **FAILURE TO FILE BY DUE DATE:** Failure to file a return by the established due date will result in a penalty being added to the amount of fee due, 5% for each 30 days or fraction thereof, not to exceed a total penalty of 25% (Line 9). In addition, interest shall be added in the amount of 1% for each 30 days or fraction thereof, not to exceed a total of 12% per year (Line 10). A Regulatory Assessment Fee Return must be completed, signed, and filed even if there are no revenues to report or if the minimum amount is due.

When a company fails to timely file a Regulatory Assessment Fee Return, the Commission has the authority to order the company to pay a penalty and/or cancel the company's certificate. The company will have an opportunity to respond to any proposed Commission action.

4. **EXTENSION:** A company, for good cause shown in a written request, may be granted up to a 30-day extension. A request must be made by filing the enclosed *Regulatory Assessment Fee Extension Request* form (PSC/ADM 124), two weeks prior to the filing date. When an extension is granted, a charge shall be added to the amount due (Line 11):

0.75% of the fee to be remitted for an extension of 15 days or less, *or*
1.5% of the fee for an extension of 16 to 30 days.

In lieu of paying the charges outlined above, a company may file a return and remit payment based upon estimated gross operating revenues by checking the "Estimated Return" space in the top left-hand corner on the reverse side. If such return is filed by the normal due date, the company shall be granted a 30-day extension period in which to file and remit the actual fee due without paying the above charges, provided the estimated fee payment remitted is at least 90% of the actual fee due for the period.

5. **FEE ADJUSTMENTS:** You will be notified as to the amount and reason for any fee adjustment. Penalty and interest charges may be applicable to additional amounts owed the Commission by reason of the adjustment. The company may file a written request for a refund of any overpayments. The request should be directed to Fiscal Services at the below-referenced address.
6. **MAILING INSTRUCTIONS:** Please complete this form, make a copy for your files, and return the original in the enclosed preaddressed envelope. Use of this envelope should assure a more accurate and expeditious recording of your payment. **Make your check payable to the Florida Public Service Commission.** If you are unable to use the enclosed envelope, please address your remittance as follows:

Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

ATTENTION: Fiscal Services

7. **ADDITIONAL ASSISTANCE:** If you need additional assistance in preparing your Regulatory Assessment Fee Return or regarding telecommunications facilities, please contact the Office of Industry Development and Market Analysis at (850) 413-7160. This office may be contacted at the above-referenced address, directing correspondence to the attention of the office.

2023 Competitive Local Exchange Carrier (CLEC) Questionnaire

(Due by April 17, 2023)

Company Code: TY187 Stock Symbol (if publicly traded): _____

Company Name: GigaMonster Networks, LLC

Contact name & title: Ashley Morales, Attorney-in-Fact

Telephone number: 404-467-5835

E-mail address: ashley.morales@claconnect.com

If any of your company contact information has changed, please update in the provided space.

1. Please provide a copy of the Form 477 your company filed with the FCC with data as of December 31, 2022. If your company is not submitting Form 477, please explain: Enclosed

2. Is your company under Chapter 7 or Chapter 11 bankruptcy protection?

Yes (Chapter 7) _____ Yes (Chapter 11) X No _____

3. What facilities or service(s) does your company provide in Florida? Please check all that apply (at least one.)

<input type="checkbox"/> Local voice (non-VoIP)	<input type="checkbox"/> Wholesale loops
<input checked="" type="checkbox"/> VoIP	<input type="checkbox"/> Fiber or copper based video service
<input type="checkbox"/> Private line/special access	<input type="checkbox"/> Cable television
<input type="checkbox"/> Wholesale transport	<input type="checkbox"/> Satellite television
<input type="checkbox"/> Interexchange service	<input type="checkbox"/> Internet access
<input type="checkbox"/> 911/E911 transport	<input type="checkbox"/> Dark Fiber
<input type="checkbox"/> Cellular/wireless service	<input type="checkbox"/> Paging
<input type="checkbox"/> Other (describe) _____	

4. Does your company offer bundled services (e.g., voice service packaged with non-voice services or facilities)?

Yes X No _____

5. Does your company currently publicly publish its service and price schedules for services offered in Florida at the Florida Public Service Commission? If no, please provide the complete address or hyperlink if on a webpage. (Chapter 364.04, F.S.)

Yes _____ If no, where? <https://www.gigamonsternetworks.com/>

6. Has your company experienced any significant barriers in entering Florida's local exchange markets? Please describe any major barriers encountered that may be impeding the growth of local competition in the state, along with any suggestions for removing such obstacles. Any additional information is welcome. Please use additional paper if needed. No.

Submission Overview

SUBMISSION CERTIFIED

ERN: 0028796449 | Service Provider | GigaMonster Networks, LLC

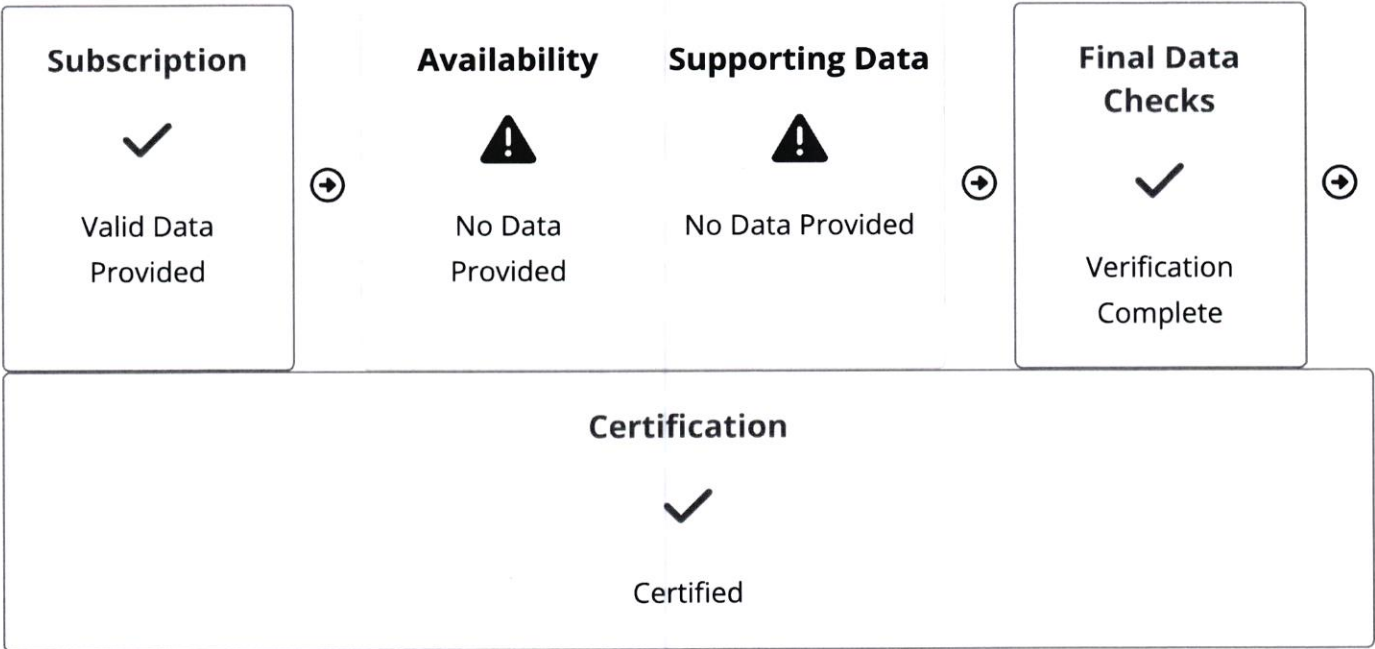
Data as of December 31, 2022

Biannual Filing Window

DATA AS-OF DATE	WINDOW OPEN	WINDOW STATUS
Dec 31, 2022	Jan 3, 2023	OPEN
TODAY'S DATE	WINDOW CLOSE	FILING STATUS
Feb 22, 2023	Mar 1, 2023	Original - Certified

Submission Steps

Decertify Submission



Service	Subscription Data	Availability Data	
	Files Currently Processing (0)	Files Currently Processing (0)	
	Subscribers	Locations	Supporting Data
Fixed Voice	89		
Non-ILEC	89		



**Florida
Telecommunications
FTRI Relay, Inc.**

C/O Accounts Receivable
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301
850-205-1470

**Regulated Telecommunications Companies
Status and Contact Information Update**

Check the appropriate boxes and print legibly or type your responses

- ☒ We are currently doing business in Florida
- ☐ We are currently doing business in Florida but have no access lines
- ☐ We are **NOT** doing business in Florida.

We are doing business in Florida as (Company Name) GigaMonster Networks, LLC

Florida Public Service Commission Certificate number _____ Issued _____

Address PO Box 6339

City Marietta State GA Zip 30067

Contact Ronald K. Rueve Title Tax Manager - Accounting

Telephone 404-961-7011 E-Mail rkueve@gigamonster.net

- ☒ We will be submitting a monthly surcharge report and any payment, if applicable, no later than the 15th of each month as required by TASA regulation.
- ☐ The following Tax/Compliance/Regulatory company will be submitting a monthly surcharge report and payment no later than the 15th of each month as required by TASA regulation.

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact _____ Title _____

Telephone _____ E-Mail _____

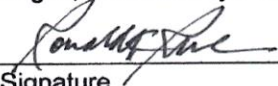
This Affidavit **MUST** be signed by the Representative for the Company doing business in Florida, **NOT** a third party.

AFFIDAVIT

I, Ronald K. Rueve (name), Tax Manager - Accounting (title),
of GigaMonster Networks, LLC (company name), located at
350 Franklin Gateway, Ste. 300, Marietta, GA 30067 (address), do affirm, as officer or representative that

our status noted above is true and correct. In the event our status changes, we will notify FTRI immediately.

Ronald K. Rueve
Print Name


Signature

6/1/2023
Date



**Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report**

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: January 2023

Date TASA remitted to FTRI: 02/02/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

8

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.80</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.80</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.80</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: atlantaregulatory@ticket.claconnect.com

Print Name: Ashley Morales

Date: 02/02/2023

Please remit payment with form to:

**Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301**

**Phone: 850-205-1470 ext. 224
Fax: 850-656-6099
Email: accountsreceivable@ftri.org**

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: January 2023

Date TASA remitted to FTRI: 03/07/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

8

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.80</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.80</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.80</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: atlantaregulatory@ticket.claconnect.com

Print Name: Ashley Morales

Date: 03/07/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: **850-205-1470 ext. 224**
Fax: **850-656-6099**
Email: accountsreceivable@ftri.org

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: January 2023

Date TASA remitted to FTRI: 04/07/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

3

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.30</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.30</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.30</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: atlantaregulatory@ticket.claconnect.com

Print Name: Ashley Morales

Date: 04/07/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: 850-205-1470 ext. 224
Fax: 850-656-6099
Email: accountsreceivable@ftri.org

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: April 2023

Date TASA remitted to FTRI: 05/02/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

7

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.70</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.70</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.70</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 05/02/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: **850-205-1470 ext. 224**
Fax: **850-656-6099**
Email: accountsreceivable@ftri.org

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: May 2023

Date TASA remitted to FTRI: 06/07/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

7

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.70</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.70</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.70</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 06/07/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: 850-205-1470 ext. 224
Fax: 850-656-6099
Email: accountsreceivable@ftri.org

Revised September 2017



**Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report**

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: June 2023

Date TASA remitted to FTRI: 07/10/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

2

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.20</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.20</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.20</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 07/10/2023

Please remit payment with form to:

**Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301**

**Phone: 850-205-1470 ext. 224
Fax: 850-656-6099
Email: accountsreceivable@ftri.org**

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: July 2023

Date TASA remitted to FTRI: 08/07/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

2

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.20</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.20</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.20</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 08/07/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: 850-205-1470 ext. 224
Fax: 850-656-6099
Email: accountsreceivable@ftri.org

Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: August 2023

Date TASA remitted to FTRI: 09/08/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each:
(\$.10 beginning Oct. 1, 2017)

2

Was the surcharge prorated on any access lines?

No

1. Total - Surcharge billed	\$ <u>0.20</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.20</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.20</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 09/08/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: **850-205-1470 ext. 224**
Fax: **850-656-6099**
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Revised September 2017



Florida Telecommunications Relay, Inc.
Monthly TASA Surcharge Collection Report

From: GigaMonster Networks, LLC
(Company Name)

Florida Company Code: TY187 For Reporting Period: September 2023

Date TASA remitted to FTRI: 10/09/2023 Remitted by: Check # _____

Number of lines billed @ \$.10 each: 0
(\$.10 beginning Oct. 1, 2017)

Was the surcharge prorated on any access lines? No

1. Total - Surcharge billed	\$ <u>0.00</u>
2. (Less) Surcharge not collected	\$ <u>0.00</u>
3. (Plus) Surcharge collected (attributed to prior period)	\$ <u>0.00</u>
4. Subtotal	\$ <u>0.00</u>
5. (Less) 1% of Surcharge collected	\$ <u>0.00</u>
6. Total - Remitted to FTRI (TASA fund administrator)	\$ <u>0.00</u>

Prepared by: Ashley Morales

Phone: 404-467-5835

Signed by: Ashley Morales

Email: ashley.morales@claconnect.com

Print Name: Ashley Morales

Date: 10/09/2023

Please remit payment with form to:

Florida Telecommunications Relay, Inc.
c/o Accounts Receivable Department
1820 E. Park Avenue, Suite 101
Tallahassee, FL 32301

Phone: **850-205-1470 ext. 224**
Fax: **850-656-6099**
Email: accountsreceivable@ftri.org

Revised September 2017



**Regulated Telecommunications Companies
Status and Contact Information Update**

Check the appropriate boxes and print legibly or type your responses

- ☒ We are currently doing business in Florida
- ☐ We are currently doing business in Florida but have no access lines
- ☐ We are **NOT** doing business in Florida.

We are doing business in Florida as (Company Name) GigaMonster Networks, LLC

Florida Public Service Commission Certificate number _____ Issued _____

Address PO Box 6339

City Marietta State GA Zip 30067

Contact Ronald K. Rueve Title Tax Manager - Accounting

Telephone 404-961-7011 E-Mail rkueve@gigamonster.net

☒ We will be submitting a monthly surcharge report and any payment, if applicable, no later than the 15th of each month as required by TASA regulation.

☐ The following Tax/Compliance/Regulatory company will be submitting a monthly surcharge report and payment no later than the 15th of each month as required by TASA regulation.

Company Name _____

Address _____

City _____ State _____ Zip _____

Contact _____ Title _____

Telephone _____ E-Mail _____

This Affidavit **MUST** be signed by the Representative for the Company doing business in Florida, **NOT** a third party.

AFFIDAVIT

I, Ronald K. Rueve (name), Tax Manager - Accounting (title),

of GigaMonster Networks, LLC (company name), located at

350 Franklin Gateway, Ste. 300, Marietta, GA 30067 (address), do affirm, as officer or representative that

our status noted above is true and correct. In the event our status changes, we will notify FTRI immediately.

Ronald K. Rueve

Print Name

Signature

Date

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CASE FILINGS

New Chapter 11 Filing - GigaMonster Networks, LLC

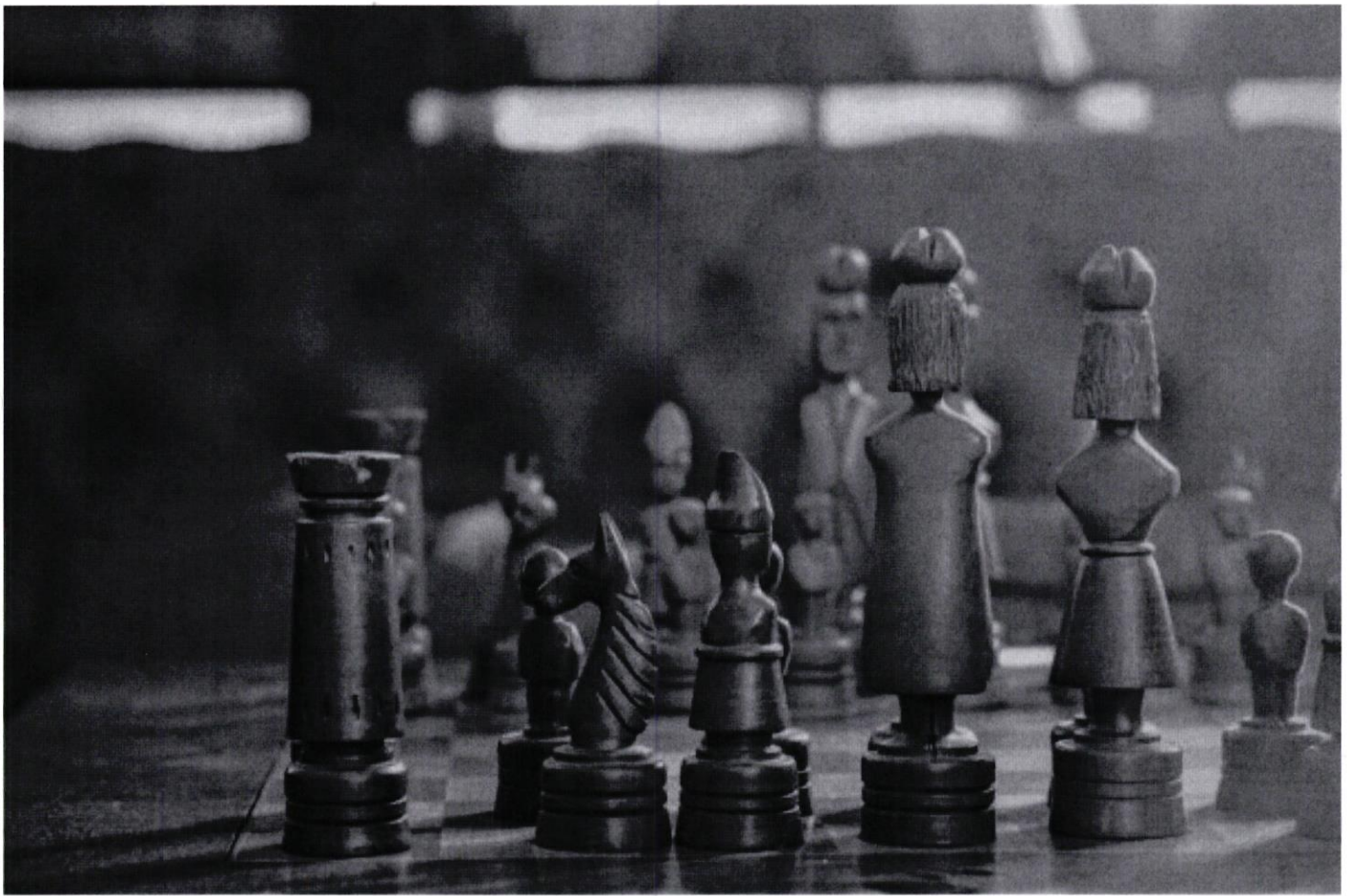
JANUARY 17, 2023

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On January 16, 2023, GigaMonster Networks, LLC and certain affiliates and subsidiaries (“Debtors”), filed a **petition** for relief under Chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the District of Delaware (Case No. 23-10051 (JKS)). The Debtors are developers and purveyors of universal access networks providing internet, video and other network services to multi-family and commercial real estate properties. In the petition, the Debtors report \$50 million to \$100 million in assets and liabilities. According to the **first day declaration**, the Debtors are seeking to maximize value for their shareholders through one or more sales of the Debtors’ assets. Additionally, through prepetition efforts, the Debtors have identified a group of stalking horse bidders who are affiliated with the proposed DIP Lender.

Cole Schotz P.C. does not represent the Debtors in this case. We are posting this for informational purposes only. If you have received a notice and have any questions, you should contact Debtor’s counsel.

Cole Schotz’s nationally renowned **Bankruptcy & Corporate Restructuring** group practices in

As the law continues to evolve on these matters, please note that this article is current as of date and time of publication and may not reflect subsequent developments. The content and interpretation of the issues addressed herein is subject to change. Cole Schotz P.C. disclaims any and all liability with respect to actions taken or not taken based on any or all of the contents of this publication to the fullest extent permitted by law. This is for general informational purposes and does not constitute legal advice or create an attorney-client relationship. Do not act or refrain from acting upon the information contained in this publication without obtaining legal, financial and tax advice. For further information, please do not hesitate to reach out to your firm contact or to any of the attorneys listed in this publication.

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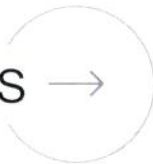
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Fill in this information to identify your case:

United States Bankruptcy Court for the:

DISTRICT OF DELAWARE

Case number (if known)

Chapter **11**☐ Check if this an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/22

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name **GigaMonster Networks, LLC**

2. All other names debtor used in the last 8 years
 Include any assumed names, trade names and doing business as names

**FDBA Amtech Inc.
 FDBA Gigasphere International, LLC
 FDBA Gigasphere, LLC**

3. Debtor's federal Employer Identification Number (EIN) **38-4082854**

4. Debtor's address **Principal place of business**

**350 Franklin Gateway
 Suite 300
 Marietta, GA 30067**

Number, Street, City, State & ZIP Code

Cobb

County

Mailing address, if different from principal place of business

P.O. Box, Number, Street, City, State & ZIP Code

Location of principal assets, if different from principal place of business

Number, Street, City, State & ZIP Code

5. Debtor's website (URL) **www.gigamonsternetworks.com**

6. Type of debtor

☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))

☐ Partnership (excluding LLP)

☐ Other. Specify: _____

Debtor **GigaMonster Networks, LLC**
Name

Case number (if known)

7. Describe debtor's business A. Check one:

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
- ☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
- ☐ Railroad (as defined in 11 U.S.C. § 101(44))
- ☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
- ☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
- ☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
- ☒ None of the above

B. Check all that apply

- ☐ Tax-exempt entity (as described in 26 U.S.C. §501)
- ☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. §80a-3)
- ☐ Investment advisor (as defined in 15 U.S.C. §80b-2(a)(11))

C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.

5179

8. Under which chapter of the Bankruptcy Code is the debtor filing?

A debtor who is a "small business debtor" must check the first sub-box. A debtor as defined in § 1182(1) who elects to proceed under subchapter V of chapter 11 (whether or not the debtor is a "small business debtor") must check the second sub-box.

Check one:

- ☐ Chapter 7
- ☐ Chapter 9

☒ Chapter 11. Check all that apply:

- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a debtor as defined in 11 U.S.C. § 1182(1), its aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$7,500,000, **and it chooses to proceed under Subchapter V of Chapter 11**. If this sub-box is selected, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return, or if any of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ A plan is being filed with this petition.
- ☐ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.

☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

If more than 2 cases, attach a separate list.

- ☒ No.
- ☐ Yes.

District _____
District _____

When _____
When _____

Case number _____
Case number _____

Debtor **GigaMonster Networks, LLC**
Name

Case number (if known)

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?
- ☐ No
☒ Yes.

List all cases. If more than 1, attach a separate list

Debtor **See Rider 1 attached hereto**

Relationship

Affiliate

District **Delaware**

When

Case number, if known

11. Why is the case filed in this district?

Check all that apply:

- ☒ Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.
- ☐ A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No☐ Yes.

Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

- ☐ It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard?

- ☐ It needs to be physically secured or protected from the weather.

- ☐ It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

- ☐ Other

Where is the property?

Number, Street, City, State & ZIP Code

Is the property insured?

☐ No☐ Yes. Insurance agency

Contact name

Phone

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

- ☒ Funds will be available for distribution to unsecured creditors.
- ☐ After any administrative expenses are paid, no funds will be available to unsecured creditors.

14. Estimated number of creditors

☐ 1-49☐ 50-99☐ 100-199☒ 200-999☐ 1,000-5,000☐ 5001-10,000☐ 10,001-25,000☐ 25,001-50,000☐ 50,001-100,000☐ More than 100,000

15. Estimated Assets

☐ \$0 - \$50,000☐ \$50,001 - \$100,000☐ \$100,001 - \$500,000☐ \$500,001 - \$1 million☐ \$1,000,001 - \$10 million☐ \$10,000,001 - \$50 million☒ \$50,000,001 - \$100 million☐ \$100,000,001 - \$500 million☐ \$500,000,001 - \$1 billion☐ \$1,000,000,001 - \$10 billion☐ \$10,000,000,001 - \$50 billion☐ More than \$50 billion

Debtor **GigaMonster Networks, LLC**
Name

Case number (if known)

16. Estimated liabilities

☐ \$0 - \$50,000

☐ \$50,001 - \$100,000

☐ \$100,001 - \$500,000

☐ \$500,001 - \$1 million

☐ \$1,000,001 - \$10 million

☐ \$10,000,001 - \$50 million

☒ \$50,000,001 - \$100 million

☐ \$100,000,001 - \$500 million

☐ \$500,000,001 - \$1 billion

☐ \$1,000,000,001 - \$10 billion

☐ \$10,000,000,001 - \$50 billion

☐ More than \$50 billion

Debtor **GigaMonster Networks, LLC**
Name

Case number (if known)

Request for Relief, Declaration, and Signatures**WARNING** -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.**17. Declaration and signature
of authorized
representative of debtor**

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

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

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

Executed on **January 16, 2023**
MM / DD / YYYY**X /s/ Rian Branning**

Signature of authorized representative of debtor

Rian Branning

Printed name

Title **Chief Restructuring Officer****18. Signature of attorney****X /s/ Laura Davis Jones**

Signature of attorney for debtor

Date **January 16, 2023**
MM / DD / YYYY**Laura Davis Jones**
Printed name**Pachulski Stang Ziehl & Jones LLP**
Firm name**919 North Market Street**
17th Floor
Wilmington, DE 19801
Number, Street, City, State & ZIP CodeContact phone **302-652-4100**Email address **ljones@pszjlaw.com****2436 DE**
Bar number and State

Rider 1 to Voluntary Petition

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case (collectively, the “Debtors”), filed a petition in this Court for relief under chapter 11 of title 11 of the United States Code.

1. GigaMonster Networks, LLC
2. Gigasphere Holdings LLC
3. GigaMonster, LLC
4. Fibersphere Communications LLC
5. Fibersphere Communications of California LLC

**ACTION BY WRITTEN CONSENT OF THE SOLE SERVING MEMBER
OF THE BOARD OF MANAGERS AND
SOLE SERVING MEMBER OF THE RESTRUCTURING COMMITTEE**

Effective as of January 16, 2023

Michael T. Sullivan (the “**Independent Manager**”), the sole serving member of the Board of Managers and sole serving member of the Restructuring Committee of GigaSphere Holdings LLC, a Delaware limited liability company (the “**Company**”), hereby adopts the following resolutions by written consent pursuant to the Delaware General Corporation Law and directs that this Action by Written Consent be filed in the records of the Company.

WHEREAS, pursuant to Section 5.2(a)(iii) and 5.2(d) of that certain Second Amended and Restated Limited Liability Company Agreement of the Company, dated as of November 7, 2019, (as subsequently amended, the “**Operating Agreement**”), and by written consent dated September 22, 2022 (the “**September 22 Consent**”), Michael T. Sullivan was (a) appointed as a member of the Board of Managers of the Company by the agreement of the Barings Managers (as defined in the Operating Agreement) and the CEO Manager (as defined in the Operating Agreement) and (b) named as member of the Restructuring Committee for the Company;

WHEREAS, pursuant to the Operating Agreement and the September 22 Consent, the Restructuring Committee was delegated the authority to make any and all decisions deemed necessary or advisable by the Restructuring Committee, in its sole discretion, in connection with the potential restructuring of the Company and its subsidiaries, including, without limitation, the authority to file a petition in bankruptcy for relief under any state or federal insolvency laws;

WHEREAS, pursuant to Section 5.1(d) of the Operating Agreement, the Members of the Company holding a majority of all of the issued and outstanding Preferred Units of the Company (the “**Majority Interest**”) have waived their right to consent to the resolutions contained herein;

WHEREAS, the Independent Manager has reviewed the historical performance of the Company and its subsidiaries and the current and long-term liabilities of the Company and its subsidiaries;

WHEREAS, the Independent Manager has reviewed the materials presented by the management of and the advisors to the Company regarding the strategic alternatives available to it, and the impact of the foregoing on the Company’s business and its stakeholders;

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of the Independent Manager, it is desirable and in the best interests of the Company, its creditors, employees, stockholders and other stakeholders that a petition be filed by the Company and its subsidiaries, GigaMonster Networks, LLC, a Delaware limited liability company, GigaMonster,

LLC, a Florida limited liability company, Fibersphere Communications LLC, an Oregon limited liability company, and Fibersphere Communications of California LLC, a California limited liability company (collectively with the Company, the “*Companies*”) seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “*Bankruptcy Code*”);

RESOLVED, that the officers of the Companies, including their Chief Restructuring Officer (each, an “*Authorized Officer*”) be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to execute, verify and file all petitions, schedules, lists, and other papers or documents, and to take and perform any and all further actions and steps that any such Authorized Officer deems necessary, desirable and proper in connection with the Companies’ chapter 11 case, with a view to the successful prosecution of such case;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to retain the law firm of Pachulski Stang Ziehl & Jones LLP (“*PSZ&J*”) as bankruptcy counsel to represent and assist the Companies in carrying out its and their duties under chapter 11 of the Bankruptcy Code, and to take any and all actions to advance the Companies’ rights in connection therewith, and the Authorized Officers be, and each of them hereby is, authorized, empowered and directed to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of PSZ&J;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Company to retain the services of Novo Advisors LLC (“*Novo*”) as the Companies’ restructuring advisor and, in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of Novo;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to retain the services of Bank Street Group LLC (“*Bank Street*”) as the Companies’ investment banker and, in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of Bank Street;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to employ any other professionals necessary to assist the Companies in carrying out their duties under the Bankruptcy Code and, in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 case and cause to be filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary, and on such terms as are deemed necessary, desirable and proper;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to obtain post-petition financing according to terms which may be negotiated by the management of the Companies, including under debtor-in-possession credit facilities or the use of cash collateral; and to enter into any guaranties and to pledge and grant liens on its assets as may be contemplated by or required under the terms of such post-petition financing or cash collateral agreement and, in connection therewith, to execute appropriate loan agreements, cash collateral agreements and related ancillary documents;

RESOLVED, that in the judgment of the Independent Manager, it is desirable and in the best interests of the Companies that the Companies sell substantially all of their assets and, therefore, the Companies are each hereby authorized to enter into an asset purchase agreement to effectuate such sale on such terms that management determines will maximize value, and the Companies are further authorized to file a motion to approve such sale and for any related relief, or to approve a sale to a higher and better bidder, and to close such sale, subject to bankruptcy court approval in the Company's and its subsidiaries' chapter 11 proceedings;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of the Companies to take any and all actions, to execute, deliver, certify, file and/or record and perform any and all documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities or certificates and to take any and all actions and steps deemed by any such Authorized Officer to be necessary or desirable to carry out the purpose and intent of each of the foregoing resolutions and to effectuate a successful chapter 11 case, including, but not limited to the development, filing and prosecution to confirmation of a chapter 11 plan and related disclosure statement; and

RESOLVED, that any and all actions heretofore taken by any Authorized Officer of the Companies in the name and on behalf of any Company in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and hereby are, ratified, confirmed, and approved in all respects.

IN WITNESS WHEREOF, the undersigned have executed this Action by Written Consent as of the date first written above.

INDEPENDENT MANAGER:

A handwritten signature in black ink, appearing to read "Michael T. Sullivan", is written over a horizontal line.

Michael T. Sullivan,
in his capacity as the sole serving member of
the Board of Managers and the sole serving
member of the Restructuring Committee

***[SIGNATURE PAGE TO ACTION BY WRITTEN CONSENT OF THE SOLE SERVING
MEMBER OF THE BOARD OF MANAGERS AND THE SOLE SERVING MEMBER
OF THE RESTRUCTURING COMMITTEE OF GIGASPHERE HOLDINGS LLC]***

OMNIBUS WRITTEN CONSENT OF THE SOLE MEMBER OF EACH OF:

**GIGAMONSTER NETWORKS, LLC
GIGAMONSTER, LLC
FIBERSPHERE COMMUNICATIONS LLC
FIBERSPHERE COMMUNICATIONS OF CALIFORNIA LLC**

Effective as of January 16, 2023

Each of the undersigned, being (as indicated on the signature page hereof) the sole member (a “**Sole Member**”) of: (i) **GigaMonster Networks, LLC**, a Delaware limited liability company; (ii) **GigaMonster, LLC**, a Florida limited liability company; (iii) **Fibersphere Communications LLC**, an Oregon limited liability company; and/or (iv) **Fibersphere Communication of California, LLC**, a California limited liability company (each individually a “**Company**” and together, the “**Companies**”), pursuant to laws of the Companies’ respective states of organization and the applicable governing documents of each of the Companies, does hereby consent to the adoption of the resolutions set forth below with the same force and effect as though adopted at a meeting duly called and held for the purpose of acting upon proposals to adopt such resolutions, and direct that this Omnibus Written Consent be filed in the records of each Company.

WHEREAS, the Sole Member has reviewed the historical performance and the current and long-term liabilities of each Company of which it is the sole Member (any such Company, a “**Relevant Company**”);

WHEREAS, the Sole Member has reviewed the materials presented by the management of and the advisors to each of its Relevant Companies regarding the strategic alternatives available to them, and the impact of the foregoing on the business and stakeholders of each of such Relevant Companies;

NOW, THEREFORE, BE IT RESOLVED, that in the judgment of each of the Sole Members, it is desirable and in the best interests of its Relevant Companies, their creditors, employees, stockholders and other stakeholders, that a petition be filed by the Relevant Company seeking relief under the provisions of chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”);

RESOLVED, that the officers of each Relevant Company (each with respect to such Relevant Company of which he or she is an officer, an “**Authorized Officer**”) be, and each of them hereby is, authorized, empowered and directed on behalf of each of their Relevant Companies to execute, verify and file all petitions, schedules, lists, and other papers or documents, and to take and perform any and all further actions and steps that any such Authorized Officer deems necessary, desirable and proper in connection with the chapter 11 case of such Relevant Company, with a view to the successful prosecution of such cases;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to retain

the law firm of Pachulski Stang Ziehl & Jones LLP (“**PSZ&J**”) as bankruptcy counsel to represent and assist each such Relevant Company in carrying out its duties under chapter 11 of the Bankruptcy Code, and to take any and all actions to advance each of such Relevant Company’s rights in connection therewith, and to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of PSZ&J;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to retain the services of Novo Advisors LLC (“**Novo**”) as restructuring advisor, and in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of Novo;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to retain the services of Bank Street Group LLC (“**Bank Street**”) as each such Relevant Company’s investment banker and, in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to and immediately upon the filing of the bankruptcy, and to cause to be filed an appropriate application for authority to retain the services of Bank Street;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to employ any other professionals necessary to assist each such Relevant Company in carrying out its duties under the Bankruptcy Code and, in connection therewith, to execute appropriate retention agreements, pay appropriate retainers prior to or immediately upon the filing of the chapter 11 cases and cause to be filed appropriate applications with the bankruptcy court for authority to retain the services of any other professionals, as necessary, and on such terms as are deemed necessary, desirable and proper;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to obtain post-petition financing according to terms which may be negotiated by the management of each such Relevant Company, including under debtor-in-possession credit facilities or the use of cash collateral, and to enter into any guaranties and to pledge and grant liens on its assets as may be contemplated by or required under the terms of such post-petition financing or cash collateral agreement and, in connection therewith, to execute appropriate loan agreements, cash collateral agreements and related ancillary documents;

RESOLVED, that in the judgment of each of the Sole Members, it is desirable and in the best interests of their respective Relevant Companies that each such Relevant Company sell substantially all of its assets and, therefore, each such Relevant Company is hereby authorized to enter into an asset purchase agreement to effectuate such sale on such terms that management determines will maximize value, and each such Relevant Company is further authorized to file a motion to approve such sale and for any related relief, or to approve a sale to a higher and better bidder, and to close such sale, subject to bankruptcy court approval in such Relevant Company’s chapter 11 proceedings;

RESOLVED, that the Authorized Officers be, and each of them hereby is, authorized, empowered and directed on behalf of their respective Relevant Companies to take any and all actions, to execute, deliver, certify, file, and/or record and perform any and all documents, agreements, instruments, motions, affidavits, applications for approvals or rulings of governmental or regulatory authorities or certificates and to take any and all actions and steps deemed by any such Authorized Officer to be necessary or desirable to carry out the purpose and intent of each of the foregoing resolutions and to effectuate successful chapter 11 cases, including, but not limited to the development, filing and prosecution to confirmation of a chapter 11 plan and related disclosure statement; and

RESOLVED, that any and all actions heretofore taken by any Authorized Officer in the name or on behalf of any of their respective Relevant Companies in furtherance of the purpose and intent of any or all of the foregoing resolutions be, and hereby are, ratified, confirmed, and approved in all respects.

IN WITNESS WHEREOF, the undersigned has executed this Omnibus Written Consent as of the date first written above.


GIGASPHERE HOLDINGS LLC

(as sole member of GigaMonster Networks, LLC)

By: 
Name: Rian Branning
Title: Chief Restructuring Officer


GIGAMONSTER NETWORKS, LLC

(as sole member of GigaMonster, LLC)

By: 
Name: Rian Branning
Title: Chief Restructuring Officer

GIGAMONSTER NETWORKS, LLC

(as sole member of Fibersphere Communications LLC)

By: 
Name: Rian Branning
Title: Chief Restructuring Officer

FIBERSPHERE COMMUNICATIONS LLC

(as sole member of Fibersphere Communications of California LLC)

By: 
Name: Rian Branning
Title: Chief Restructuring Officer

/SIGNATURE PAGE TO OMNIBUS WRITTEN CONSENT OF THE SOLE MEMBER/

Fill in this information to identify the case:

Debtor name GIGAMONSTER NETWORKS, LLCUnited States Bankruptcy Court for the District of Delaware
(State)

Case number (If known): _____

☐ Check if this is an amended filingOfficial Form 204**Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders (on a Consolidated Basis)**

12/15

A list of creditors holding the 20 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1. Zayo Group, LLC PO Box 952136 Dallas, TX 75395-2136	Britt Bischoff Tel: 847.514.4220 Britt.bischoff@zayo.com	Vendor				\$446,723.96
2. Raisecom 7850 Ulmerton Road Suite 7A Largo, FL 33771	Keith Zalenski Tel: 214.738.6493 kzalenski@rasiecom.com	Trade Debt				\$290,794.70
3. AT&T PO Box 5019 Carol Stream, IL 60197-5019	Brent Armstrong Tel: 404.218.5407 BA4553@att.com	Vendor				\$281,962.76
4. Equinix Inc. 4252 Solutions Center Chicago, IL 60677-4002	Carrie Payne Tel: 650.598.6173 capayne@equinix.com	Vendor				\$148,803.82
5. Mastec Advanced Technologies 806 S. Douglas Road 10th Floor Coral Gables, FL 33134	Andrea Mayer Tel: 518.406.7120 andrea.mayer@mastec.com	Trade Debt				\$144,851.21
6. Cogent Communications, Inc. P.O. Box 791087 Baltimore, MD 21279-1087	Kelli Raviele Tel: 404.215.3221 kraviele@cogentco.com	Vendor				\$141,700.18
7. Spectrum Enterprise PO Box 223085 Pittsburgh, PA 15251-2085	Crystal Delarosa Tel: 210.510.3712 crystal.delarosa1@charter.com	Vendor				\$138,550.40
8. Level 3 Communications, LLC P.O. Box 910182 Denver, CO 80291-0182	Tyler Zecker Tel: 404.526.4480 tyler.Zecker@lumen.com	Vendor				\$91,918.80

Debtor

GIGAMONSTER NETWORKS, LLC
Name

Case number (if known)

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9. Securematics P.O. Box 742202 Los Angeles, CA 90074-2202	Nancy Stratton Tel: 408.649.7992 nancy.stratton@securematics.com	Trade Debt				\$87,180.20
10. Crown Castle Fiber LLC PO Box 21926 New York, NY 10087-1926	Ivana Cardona Tel: 786.701.7308 ivana.cardona@crowncastle.com	Vendor				\$67,553.38
11. Perfect 10 PO Box 841444 Dallas, TX 75284-1444	Andrea Anderson Tel: 800.205.8620 ex 3109 andrea.anderson@perfect-vision.com	Trade Debt				\$62,960.69
12. FiberLight LLC PO Box 602526 Charlotte, NC 28260-2526	Lisa Ledwith Tel: 678.573.6567 lisa.ledwith@fiberlight.com	Vendor				\$54,324.82
13. Regions Bank 6343 Rosewell Road NE Atlanta, GA 30328	Mark Rohs Tel: 404.268.8697 Mark.rohs@regions.com	Trade Debt				\$53,348.24
14. Comcast Business P.O. Box 37601 Philadelphia, PA 19101-0601	Oliver Velasquez Tel: 610.226.2149 Oliver_Velasquez@comcast.com	Vendor				\$52,392.63
15. TELX - Atlanta (Digital Realty) P.O. Box 419729 Boston, MA 02241-9729	Adia Salas Tel: 415.825.0749 asalas@digitalrealty.com	Vendor				\$36,830.91
16. CenturyLink PO Box 91155 Seattle, WA 98111-2348	Tyler Zecker Tel: 404.526.4480 tyler.Zecker@lumen.com	Vendor				\$34,097.28
17. Winncom Technologies Corp. PO Box 536658 Pittsburg, PA 15253-5908	Ausra Gajdos Tel: 440.519.2983 a.gajdos@winncom.com	Vendor				\$31,940.14
18. Broadriver Communication 1000 Hemphill Ave., NW Atlanta, Ga 30318	William Dearing Tel: 901.554.5845 wdearing@calltower.com	Vendor				\$31,268.72
19. Stalbird Properties LLC 14851 State Road 52 Suite 107-201 Hudson, FL 34669	Matt Stalbird Tel: 813.310.2703 matt@stalbirdproperties.com	Trade Debt				\$31,218.79

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20.LTS Managed Technical Services LLC 6405 Mira Mesa Boulevard Suite 200 San Diego, CA 92121	Michelle Melson Tel: 406.300.6197 michelle.nelson@ledcor.com	Trade Debt				\$30,382.02
21.Cologix, Inc PO BOX 732353 DALLAS, TX 75373-2353	Summer May Tel: 720.940.2558 summer.s.may@cologix.com	Vendor				\$27,894.42
22.Portland NAP 921 SW Washington Suite 100 Portland, OR 97205	kris@pittock.com	Vendor				\$25,500.00
23.CoreSite L.P. PO Box 74338 1001 17 th Street Denver, CO 80202	Erin Connolly Tel: 303.405.1009 Erina.connolly@coresite.com	Trade Debt				\$25,214.05
24.Wave Wholesale PO Box 31001-2714 Pasadena, CA 91110-2714	Trish McGowan Tel: 844.910.8519 Trish.mcgowan@wavebroadband.com	Trade Debt				\$25,017.48
25.Ziply Fiber PO Box 740407 Cincinnati, OH 45274-0407	Linda Larson Tel: 503.629.5181 Linda.larson@ziply.com	Trade Debt				\$24,108.41
26.Teksystems Global Services, LLC 7437 Race Road Hanover, MD 21076	Vernon Jones Tel: 410.540.3039 vejones@teksystems.com	Trade Debt				\$24,000.00
27.BDO P.O. Box 642743 Pittsburgh, PA 15264-2743	Paul Lundy Tel: 404.942.2910 plundy@bdo.com	Professional Services				\$21,498.50
28.Enterprise Fleet Mgmt Customer Billing PO Box 800089 Kansas City, MO 64180-0089	Rachel Moss Tel: 314.274.4415 Rachel.moss@efleets.com	Trade Debt				\$21,231.37
29.Graybar Electric Company, Inc. 2050 Nancy Hanks Drive Norcross, GA 30074	Kathy Lewis Tel: 678.291.5133 kathy.lewis@graybar.com	Vendor				\$20,144.52

Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
				Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
30. Marsh USA Inc. 1166 Avenue of the Americas New York, NY 10036	Erick Cooper Tel: 404.502.9526 erick.cooper@marsh.com	Trade Debt				\$19,423.07

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

In re:

GIGAMONSTER NETWORKS, LLC

Debtor.

Chapter 11

Case No. 23-____ (____)

CORPORATE OWNERSHIP STATEMENT (RULE 7007.1)

Pursuant to Federal Rule of Bankruptcy Procedure 7007.1 and to enable the Judges to evaluate possible disqualification or recusal, the undersigned authorized officer of the above-captioned Debtor, certifies that the following is a corporation other than the Debtor, or a governmental unit, that directly or indirectly owns 10% or more of any class of the corporation's equity interests, or states that there are no entities to report under FRBP 7007.1.

☐ None [*check if applicable*]

Name: Gigasphere Holdings LLC
Address: 350 Franklin Gateway, Suite 300
Marietta, GA 30067

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

In re:

GIGAMONSTER NETWORKS, LLC

Debtor.

Chapter 11

Case No. 23-____ (____)

LIST OF EQUITY SECURITY HOLDERS

Following is the list of the Debtor's equity security holders which is prepared in accordance with rule 1007(a)(3) for filing in this Chapter 11 Case:

Equity Holder	Address of Equity Holder	Percentage of Equity Held
Gigasphere Holdings LLC	350 Franklin Gateway, Suite 300 Marietta, GA 30067	100%

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

In re:

GIGAMONSTER NETWORKS, LLC

Debtor.

Chapter 11

Case No. 23-____ (____)

CERTIFICATION OF CREDITOR MATRIX

Pursuant to Rule 1007-2 of the Local Rules of Bankruptcy Practice and Procedure for the United States Bankruptcy Court for the District of Delaware, the above captioned debtor and its affiliated debtors in possession (collectively, the “Debtors”)¹ hereby certify that the *Creditor Matrix* submitted herewith contains the names and addresses of the Debtors’ creditors. To the best of the Debtors’ knowledge, the *Creditor Matrix* is complete, correct, and consistent with the Debtors’ books and records.

The information contained herein is based upon a review of the Debtors’ books and records as of the petition date. However, no comprehensive legal and/or factual investigations with regard to possible defenses to any claims set forth in the *Creditor Matrix* have been completed. Therefore, the listing does not, and should not, be deemed to constitute: (1) a waiver of any defense to any listed claims; (2) an acknowledgement of the allowability of any listed claims; and/or (3) a waiver of any other right or legal position of the Debtors.

¹ The Debtors, along with the last four (4) digits of each Debtor’s federal tax identification number are: GigaMonster Networks, LLC (2854); Gigasphere Holdings LLC (0250); GigaMonster, LLC (3014); Fibersphere Communications LLC (0163); and Fibersphere Communications of California LLC (5088). The Debtors’ business address is 350 Franklin Gateway, Suite 300, Marietta, GA 30067.

Fill in this information to identify the case:

Debtor name **GigaMonster Networks, LLC**United States Bankruptcy Court for the: **DISTRICT OF DELAWARE**

Case number (if known) _____

☐ Check if this is an amended filing

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ *Amended Schedule*
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration **Corporate Ownership Statement, List of Equity Holders, Creditor Matrix Verification**

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

Executed on **January 16, 2023****X /s/ Rian Branning**

Signature of individual signing on behalf of debtor

Rian Branning

Printed name

Chief Restructuring Officer

Position or relationship to debtor

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
IONROE PROPERTIES	116 E FRANKLIN ST		RICHMOND	VA	23219	
10 6TH STREET NE, 1ST FLOOR			ATLANTA	GA	30308	
JAMES R. BORDERS	817 W PEACHTREE ST	STE 400	ATLANTA	GA	30308	
10 1016 LOFTS	1016 HOWELL MILL ROAD		ATLANTA	GA	30318	
173 AVENIDA ENCINAS	SUITE 300		CARLSBAD	CA	92008-4479	
1545 PEACHTREE ST	SUITE 260		ATLANTA	GA	30309-7030	
10 JBG SMITH PROPERTIES	JGB SMITH MARCUS LAI, SVP RESIDENTIAL ASSET MGMT	4747 BETHESDA AVE STE 200	BETHESDA	MD	20814	
1 ELVIN ROSTEK, GENERAL MANAGER	41 WOOD DUCK DRIVE		OCEAN PINES	MD	21811	
1 MICHAEL HUNTER	101 WEST COMMERCE ROAD		RICHMOND	VA	23224	
1 ARATHON DEVELOPMENT GROUP	RAFFAELE ALLEN- ASSET MANAGER	131 GRANBY ST	NORFOLK	VA	23510-1603	
105 MIRA MESA BLVD	STE 200		SAN DIEGO	CA	92121	
1 EAL PROPERTY MGMT, LYNDI MOORE- P MULTI FAMILY	1100 WELBORNE DR	#300	HENRICO	VA	23229	
11 HIGH STREET			DES MOINES	IA	50392	
10 ODD FELLOWS AT PETERSBURG	133 N SYCAMORE ST	STE 1A	PETERSBURG	VA	23803	
1 MICHAELLE HIRSCHI	1425 E CARY ST		RICHMOND	VA	23219-4250	
133 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
1 ARATHON DEVELOPMENT GROUP	207 GRANBY ST	STE 203	NORFOLK	VA	23510-1825	
1 RBAN DWELL PROPERTY MANAGEMENT	212 E LEIGH ST	STE 1	RICHMOND	VA	23219	
135 MONTGOMERY STREET	16TH FLOOR		SAN FRANCISCO	CA	94104	
10 PMC PROPERTY GROUP	1608 WALNUT ST	#1400	PHILADELPHIA	PA	19103	
1 ETH KELLER	42774 LOCKLEAR TERRACE		SOUTH RIDING	VA	20152	
1 HE EDGE CONDOMINIUM, RON 1 NAREK	403 SEABREEZE AVE		PALM BEACH	FL	33480-4107	
10 GRAND PEAKS PROPERTIES INC	1905 QUEEN ANNE AVE NORTH		SEATTLE	WA	98109	
1 RBAN DWELL PROPERTY MANAGEMENT	212 E LEIGH ST	STE 1	RICHMOND	VA	23219	
10 JANA H CRUTCHFIELD	1625 INGLE CT		CHARTLOTTEVILLE	VA	22901	
1 RBAN DWELL PROPERTY MANAGEMENT	212 E LEIGH ST	STE 1	RICHMOND	VA	23219	
1 AVID GAMMINO	212 E LEIGH ST	STE 1	RICHMOND	VA	23219	
1 AVID GAMMINO	212 E LEIGH ST		RICHMOND	VA	23219	
17439 CR 617			FARMERSVILLE	TX	75442	
10 MERCER STREET PARTNERS	7 WORLD TRADE CENTER		NEW YORK	NY	10007	
1 RBAN DWELL	9 PAXTON RD		RICHMOND	VA	23226	
1515 AUGUSTA DR			RICHMOND	VA	23230	
13 IRVING PLACE			NEW YORK	NY	10003	
1 O. BOX 59715			LOS ANGELES	CA	90074-9715	
10 WEST PEACHTREE STREET NW			ATLANTA	GA	30308	
1 AVID GAMMINO	1726 ALTAMONT AVE		RICHMOND	VA	23220	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
AVID GAMMINO	1726 ALTAMONT AVE		RICHMOND	VA	23230	
ONT CHATER- OWNER	512 N 3RD	UNIT 4	RICHMOND	VA	23219	
24 SLADE AVENUE	SUITE 200		BALTIMORE	MD	21208-4991	
RST SERVICE RESIDENTIAL, ALEX GUYEN	525 ROYAL PKWY 292472		NASHVILLE	TN	37229	
ONTRACT NOT SIGNED IN SF	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
ONNIE MCCORD	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
174 CREEDMOOR RD	# 306		RALEIGH	NC	27613	
33 S WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
11 W. FIRST STREET	#200B		RENO	NV	89503	
18 WESTHAM PKWY			RICHMOND	VA	23229	
15 KUENZIL STREET			RENO	NV	89502	
15 KUENZLI STREET	DBA RIVERWOOD APTS		RENO	NV	89502	
LTON SMITH	5214 68TH ST	STE 402	LUBBOCK	TX	79424	
11 TOWN AND COUNTRY BLVD			HOUSTON	TX	77024	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441-2644	
CHARD CUTHBERT	220 N SYCAMORE ST		PETERSBURG	VA	23802	
5055 SW WALKER ROAD	SUITE 300		BEAVERTON	OR	97006-4942	
O. BOX 935003			ATLANTA	GA	31193-5003	
120 CARMEL MOUNTAIN ROAD	STE 100		SAN DIEGO	CA	92121	
JOHN W. CHAMBERLAIN	C/O AMERICAN ASSETS TRUST MGT, LLC	700 NE MULTNOMAH ST SUITE 300	PORTLAND	OR	97232	
JOHN W. CHAMBERLAIN	11455 EL CAMINO REAL SUITE 200		SAN DIEGO	CA	92130	
JOHN W. CHAMBERLAIN	700 NE MULTNOMAH ST	STE 300	PORTLAND	OR	97232	
M ZIEGLER	8222 DOUGLAS AVE	STE 390	DALLAS	TX	75225	
EASUSABLON	8222 DOUGLAS AVE	STE 390	DALLAS	TX	75225	
RVICES, INC.	6040 WESTPARK DRIVE		HOUSTON	TX	77057	
DDRESS ON FILE						
O. BOX 840781			DALLAS	TX	75284-0781	
15 EAST POINTE COURT SW			VERO BEACH	FL	32962	
180 BULLOCK LANE			GAINESVILLE	GA	30506	
29 S. MAIN ST			MULESHOE	TX	79347	
DDRESS ON FILE						
ALTER PARKS	313 N ADAMS STREET		RICHMOND	VA	23220	
ALTER PARKS	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
ALTER PARKS ARCHITECTS	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
DDRESS ON FILE						
314 NW SAVIER ST			PORTLAND	OR	97210-2514	
O. BOX 731340			DALLAS	TX	75373-1340	
50 LINCOLN ROAD, 2ND FLOOR			MIAMI BEACH	FL	33139	
DDRESS ON FILE						
720 WINDWARD CONCOURSE	STE 290		ALPHARETTA	GA	30005	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
O. BOX 842854			BOSTON	MA	02284-2854	
O. BOX 934327			ATLANTA	GA	31193-4327	
130 1ST AVENUE EAST	APT 205		BRADENTON	FL	34208-6166	
O. BOX 804735			CHICAGO	IL	60680-4158	
51 FARMINGTON AVENUE	RT21		HARTFORD	CT	06156	
HRIS BURNS	1100 PARK CREEK CT		GAINSVILLE	GA	30504	
7246 STEDMAN DRIVE			DALLAS	TX	75252-4000	
EPT CH 14031			PALATINE	IL	60055-4031	
3 BOX 327320			MONTGOMERY	AL	36132-7320	
FTN: JOHN H. MERRILL	P.O. BOX 5616		MONTGOMERY	AL	36103-5616	
18 WESLON PLACE			BREMERTON	WA	98312-2313	
JOHN W. CHAMBERLAIN, AAT LLOYD DISTRICT LLC	C/O AMERICAN ASSETS TRUST MGT	700 NE MULTNOMAH ST, SUITE 300	PORTLAND	OR	97232	
JOE COLLINS	918 WESLON PLACE		BREMERTON	WA	98312	
O. BOX 2903			SAN ANTONIO	TX	78299-2903	
55 EXECUTIVE DRIVE	STE 202		PLAINVIEW	NY	11803	
ADDRESS ON FILE						
O. BOX 203989			HOUSTON	TX	77216-3989	
1909 ALDINE WESTFIELD RD.			HOUSTON	TX	77032	
35 NEW BURNSWICK AVE			FORDS	NJ	08863	
MICHAEL L SMITH	5201 BROOK HOLLOW PKWY	STE A-330	NORCROSS	GA	30071	
364 S. NORTH COUNTY BLVD	SUITE 500		PLEASANT GROVE	UT	84062	
50 MERAVAN DRIVE			PALM HARBOR	FL	34683	
O. BOX 590521			HOUSTON	TX	77259	
ADDRESS ON FILE						
78 COLEMANS BLUFF			WOODSTOCK	GA	30188	
3110 SE 34TH STREET	BLDG. ONE SUITE 100		VANCOUVER	WA	98683	
O. BOX 734521			CHICAGO	IL	60673-4521	
30 WOODWARD AVENUE	ATTN: Z BAYLOR,K AP/PYMNT SVCS		DETROIT	MI	48226	
767 ALPHA WAY			BELLINGHAM	WA	98226-8302	
50 FRANKLIN GATEWAY			MARIETTA	GA	30067	
70 REALTYCOM PARTNERS	999 FIFTH AVENUE - SUITE 420		SAN RAFAEL	CA	94901	
ADDRESS ON FILE						
JOHN W. CHAMBERLAIN	701 NE MULTNOMAH ST SUITE 300		PORTLAND	OR	97232	
120 CARMEL MOUNTAIN ROAD	SUITE 100		SAN DIEGO	CA	92121	
120 CARMEL MOUNTAIN ROAD	SUITE 100		SAN DIEGO	CA	92121	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
120 CARMEL MOUNTAIN ROAD	SUITE 100		SAN DIEGO	CA	92121	
O. BOX 209			BROOMFIELD	CO	80038-0209	
O. BOX 28150			MIAMI	FL	33102-8150	
110 SPENCER RD			HENRICO	VA	23230	
37 EVERGREEN ROAD			STRAFFORD	MO	65757	
O. BOX 759477			BALTIMORE	MD	21275-9477	
702 GAYTON ROAD #220			HENRICO	VA	23238	
100 PEACHTREE RD, NE, SUITE 149			ATLANTA	GA	30326	
5055 SE DOWLING ROAD			SANDY	OR	97055	
ADDRESS ON FILE						
ADDRESS ON FILE						
100 THE LAW OFFICES OF JIBRAEL S. HINDI	JIBRAEL S. HINDI, ESQ.	110 SE 6TH STREET, STE 1744	FT. LAUDERDALE	FL	33301	
SUMMIT DRIVE			RICHMOND	VA	23229	
301 PATRIOT BLVD			GLENVIEW	IL	60026-8020	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441-2644	
O. BOX 842			BERWICK	ME	03901-0842	
ADMINISTRATION BUILDING	5334 S. PRINCE STREET		LITTLETON	CO	80120-1136	
334 S PRINCE ST			LITTLETON	CO	80120-1136	
334 S PRINCE STREET			LITTLETON	CO	80120	
ENNIS SACKHOFF	735 SW 158TH AVE		BEAVERTON	OR	97006	
ENNIS B. SACKHOFF	R&S INTERNET LLC	735 SW 158TH AVE	BEAVERTON	OR	97006	
ENNIS E. SACKHOFF	735 SW 158TH AVE		BEAVERTON	OR	97006	
ENNIS E. SACKHOFF	ARBOR TANASBOURNE APARTMENTS LLC	735 SW 158TH AVE	BEAVERTON	OR	97006	
105 SE 9TH AVENUE			PORTLAND	OR	97214	
CAPITAL ONE MULTIFAMILY FINANCE .C	PO BOX 30946	ATTN: NEIL GREENBERG	BETHESDA	MD	20824	
316 DEL RAY AVENUE			BETHESDA	MD	20814-3014	
ADDRESS ON FILE						
O. BOX 759477			BALTIMORE	MD	21275-9477	
O. BOX 29085			PHOENIX	AZ	85038-9085	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
39 TRAVIS ST			HOUSTON	TX	77002	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
O BOX 2136			WOODSTOCK	GA	30188	
14 5TH AVENUE	SUITE 2960		NEW YORK	NY	10001	
IARK MCHENRY	ARTISAN VILLAGE LP, C/O HILLWOOD	9800 HILLWOOD PARKWAY	FORT WORTH	TX	76177	
IARK MCHENRY	C/O HILLWOOD	9800 HILLWOOD PARKWAY	FT WORTH	UT	76177	
100 TURTLE CREEK BLVD.			DALLAS	TX	75219-6268	
FFERSON COUNTY TAX OFFICE	PO BOX 2112		BEAUMONT	TX	77704-2112	
YN KEVIN RUCKER	500 N AKARD ST. SUITE 2030		DALLAS	TX	75201	
13 W. ASHBY PLACE			SAN ANTONIO	TX	78212	
YN KEVIN RUCKER	500 N. AKARD ST.	STE 2030	DALLAS	TX	75201	
EPHANIE RILEY	15350 SW SEQUOIA PKWY	STE 200	PORTLAND	OR	97224	
101 N. CENTRAL EXPRESSWAY	SUITE 300		DALLAS	TX	75205-3348	
FTN: BRENT ARMSTRONG	208 S. AKARD STREET, SUITE 2954		DALLAS	TX	75202	
FTN: BRENT ARMSTRONG	P.O. BOX 5019		CAROL STREAM	IL	60197-5019	
O BOX 105262			ATLANTA	GA	30348-5262	
O. BOX 5001			CAROL STREAM	IL	60197-5001	
O. BOX 5011			CAROL STREAM	IL	60197-5011	
O. BOX 5014			CAROL STREAM	IL	60197-5014	
O. BOX 5019			CAROL STREAM	IL	60197-5019	
O. BOX 105251			ATLANTA	GA	30348-5251	
O BOX 105414			ATLANTA	GA	30348-5414	
O. BOX 5001			ATLANTA	GA	30348-5414	
250 EAST IMPERIAL HIGHWAY	N368		EL SEGUNDO	CA	90245	
O. BOX 6463			CAROL STREAM	IL	60197-6463	
O. BOX 6463			CAROL STREAM	IL	60197-6463	
O. BOX 105373			ATLANTA	GA	30348	
O BOX 528			COLUMBIA	SC	29202	
DDRESS ON FILE						
520 PIEDMONT ROAD NE	STE 410		ATLANTA	GA	30305-1512	
O BOX 570712			ATLANTA	GA	30357	
522 ASHFORD DUNWOODY RD NE	#288		ATLANTA	GA	30319	
100 MERIDITH PARK DRIVE			MCDONOUGH	GA	30253	
O. BOX 642015			SAN JOSE	CA	95164	
700 ENTERPRISE WAY	SUITE 109		MARIETTA	GA	30067	
175 WINDWARD RIDGE PARKWAY	STE 180		ALPHARETTA	GA	30005	
163 N HERCULES AVE			CLEARWATER	FL	33765-1919	
501 E. PRINCESS DR	SUITE 190		SCOTTSDALE	AZ	85255	
EPT CH 16781			PALATINE	IL	60055	
DDRESS ON FILE						
11 E SEGO LILY DRIVE			SANDY	UT	84070	
EXECUTIVE BLVD			YONKERS	NY	10701	

Address1	Address2	Address3	City	State	PostalCode	Country
71 BRENT LANE			PENSACOLA	FL	32503	
OTT COLEMAN	3925 PARK AVE		RICHMOND	VA	23221	
50 SW 9TH AVENUE	SUITE 2200		PORTLAND	OR	97205	
329 W SAM HOUSTON PKWY N	SUITE 1108		HOUSTON	TX	77041	
335 E. 6TH ST.	SUITE 7		TEMPE	AZ	85281	
340 RIVERSIDE PARKWAY			LAWRENCEVILLE	GA	30043	
57 CHURCH STREET, 20TH FLOOR			NEW HAVEN	CT	06150	
DDRESS ON FILE						
3 STATE STREET, SUITE 2602			BOSTON	MA	02109	
2765 W. FOREST HILL BLVD	STE 1307		WELLINGTON	FL	33414	
THOMAS KEADY, BAYSIDE APTS. OWNER						
.C	12765 W. FOREST HILL BLVD	STE 1307	WELLINGTON	FL	33414	
THOMAS KEADY	BAYSIDE APARTMENTS OWNER	12765 W. FOREST HILL BLVD				
DDRESS ON FILE	LLC	SUITE 1307	WELLINGTON	FL	33414	
732 ARDINGTON BLVD.			GLEN ALLEN	VA	23059	
515 BIG TOWN BLVD			MESQUITE	TX	75150	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
705 U.S. HWY 31 S.			BAY MINETTE	AL	36507	
O. BOX 538517			ATLANTA	GA	30353-8517	
200 OGDEN AVE	SUITE 240		LISLE	IL	60532	
DDRESS ON FILE						
2 BOX 15796			WILMINGTON	DE	19886-5796	
DDRESS ON FILE						
33 LUDLOW STREET	SOUTH TOWER - 3RD FLOOR		STAMFORD	CT	06902	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
57 CHURCH STREET, 20TH FLOOR			NEW HAVEN	CT	06150	
5 COLLATERAL AGENT	340 MADISON AVE., FLR. 18		NEW YORK	NY	10173	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
53 N. SMITH AVE			CORONA	CA	92878-4305	
240 E 2100 SOUTH ST	STE 300		SALT LAKE CITY	UT	84106	
2 BOX 78			DOUGLASSVILLE	TX	75560-0078	
250 EAST RENNER ROAD			RICHARDSON	TX	75082	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
311TH DODDSC/O LIVCOR LLC	233 S WACKER DR	STE 4700	CHICAGO	IL	60606	
ROBERT WHITNEY	111 SOUTH WACKER DR	STE 3100	CHICAGO	IL	60606	
30 S WACKER DRIVE	STE 150		CHICAGO	IL	60606	
ATTN: PAUL LUNDY	330 N WABASH AVE STE 3200		CHICAGO	IL	60611	
ATTN: PAUL LUNDY	P.O. BOX 642743		PITTSBURGH	PA	15264-2743	
P.O. BOX 642743			PITTSBURGH	PA	15264-2743	
ADDRESS ON FILE						
NNIFER MADDENBEL HOWELL MILL						
OLDINGS LLC	C/O EATON VANCE MGT	2 INTERNATIONAL PLACE	BOSTON	MA	02112	
NNIFER MADDEN	C/O EATON VANCE MGT	2 INTERNATIONAL PL	BOSTON	MA	02112	
C/O EATON VANCE MGMT	2 INTERNATIONAL PLACE		BOSTON	MA	02110	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
30 E BROWARD BLVD	STE 1130		FT. LAUDERDALE	FL	33394	
MODERA BELMONT ATTN: PROP						
IGR.	685 SE BELMONT ST		PORTLAND	OR	97214	
300 RIVERWOOD PKWY	SUITE 700		ATLANTA	GA	30339-3970	
ADDRESS ON FILE						
NE BEACON STREET	24TH FLOOR		BOSTON	MA	02108-3107	
319 M ST NW	STE 320		WASHINGTON	DC	20036	
ROBIN EMOND	1919 M ST NW	STE NW	WASHINGTON	DC	20036	
ROBIN EMOND	1919 M STREET NW		WASHINGTON	DC	20036	
ADDRESS ON FILE						
P.O. BOX 140015			BOISE	ID	83714-0015	
P.O. BOX 830248			SAN ANTONIO	TX	78283	
P.O. BOX 839950			SAN ANTONIO	TX	78283	
RISTA MICLAT	5510 MOREHOUSE DR	STE 200	SAN DIEGO	CA	92121	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
213 S VIRGINIA AVE			PORTLAND	OR	97219	
, LLLP	2905 NW BOULEVARD		PLYMOUTH	MN	55441	
ADDRESS ON FILE						
ADDRESS ON FILE						
1000 BUILDING, VIA LINDORA 4TH FLR	RADIAL SANTA ANA		SAN JOSE			COSTA RICA
RESIDENT, CAREN CARRERO, PCAM®	17933 NW EVERGREEN PL	STE 200	BEAVERTON	OR	97006	
ANANI DEAN	17933 NW EVERGREEN PL	STE 200	BEAVERTON	OR	97006	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
ESS MARTIN	17933 NW EVERGREEN PL	STE 200	BEAVERTON	OR	97006	
EVIN HELWIG, MANAGING DIRECTORBLUEROCK IND GROWTH REIT SPECIALIST	BR EDGEWATER DST	27777 FRANKLIN ROAD, STE 900	SOUTHFIELD	MI	48034-8259	
11 E SEGO LILY	STE 400		SANDY	UT	84070	
11 E SEGO LILY DRIVE	STE 400		SANDY	UT	84070	
MIKE MCCOOEY	2555 WESTSIDE PARKWAY SUITE 600		ALPHARETTA	GA	30004	
MIKE MCCOOEY	2555 WESTSIDE PARKWAY	STE 600	ALPHARETTA	GA	30004	
PO BOX 4724			MACON	GA	31208-4724	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
2403 CENTRAL AVENUE	#343		CHINO	CA	91710-2604	
PO BOX 78			DOUGLASSVILLE	TX	75560-0078	
ADDRESS ON FILE						
ADDRESS ON FILE						
P.O. BOX 600			BOAZ	AL	35957-0600	
30 WATER STREET			WEBSTER	TX	77598	
100 ROSS AVENUE	SUITE1500		DALLAS	TX	75201	
TRIBUTE COMPANIES, DENISE ELLIOT	ATTN: PROPERTY TAX DEPT.		WILMINGTON	NC	28405	
ADDRESS ON FILE						
3100 OCEAN HWY			OCEAN CITY	MD	21842	
ROBERT DUNN	13110 COASTAL HWY	STE 1	OCEAN CITY	MD	21842	
RAMMEL CROW SCOTT KRIKORIAN, BUSINESS UNIT LEADER/SR MG DIR	2100 MCKINNEY AVE	STE 800	DALLAS	TX	75201	
351 PENDELTON DR.			BRYAN	TX	77802-2465	
151 COUNTY PARK COURT			BRYAN	TX	77802	
151 COUNTY PARK CT			BRYAN	TX	77802-1430	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
301 INTEGRA COVE BLVD			ORLANDO	FL	32821	
AVID DANISH	C/O LIVCOR LLC	233 S WACKER DR SUITE 4700	CHICAGO	IL	60606	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
AVID DANISH, LIVCOR LLC	233 S WACKER DR		CHICAGO	IL	60606	
33 S. WACKER DRIVE	SUITE 4700		CHICAGO	IL	60606-6332	
AVID DANISH	C/O LIVCOR LLC	233 S WACKER DR SUITE 4700	CHICAGO	IL	60606	
AVID DANISH, LIVCOR LLC	233 S WACKER DR		CHICAGO	IL	60606	
DDRESS ON FILE						
39 MADISON STREET	STE 400		ALEXANDRIA	VA	22314	
ONAVENTURE PROPERTIES, LLC	2700 SOUTH QUINCY ST	STE 500	ARLINGTON	VA	22206-2268	
375 BURNHAM			KYLE	TX	78640	
3608 NE 2ND STREET			BELLEVUE	WA	98004-5157	
3 BOX 562166			MIAMI	FL	33256-2166	
300 HEMPHILL AVE., NW			ATLANTA	GA	30318	
ATTN: WILLIAM DEARING	1000 HEMPHILL AVE., NW		ATLANTA	GA	30318	
PM LIVING, RAINA HAIRSTON PM	RE PLUS SUMMERHILL, C/O WAFRA	345 PARK AVENUE, 41ST FL	NEW YORK	NY	10154-0101	
DDRESS ON FILE						
39 FIFTH AVENUE	SUITE 420, ATTN ACCOUNTING DEPT		SAN RAFAEL	CA	94901	
DDRESS ON FILE						
31 ELIZABETH AVE	SUITE 2		NEWARK	NJ	07112	
AXES AND TREASURERY DIVISION	BROWARD COUNTY GOVT. CENTER	115 S. ANDREWS AVE., R, A-100	FT. LAUDERDALE	FL	33301	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
31 SPENCER ST	#6A		BROOKLYN	NY	11205	
GNES T. STEINER, SUNCOAST MGT LLC	3338 PEACHTREE RD NE	#201	ATLANTA	GA	30326	
DDRESS ON FILE						
50 CUMBERLAND AVENUE	UNIT X		BURLINGTON	ON	L7N 3J6	CANADA
DDRESS ON FILE						
EPT. 165025	BO BOX 62600		NEW ORLEANS	LA	70162	
DDRESS ON FILE						
DDRESS ON FILE						
31 CALIFORNIA STREET	STE 2000 20TH FL		SAN FRANCISCO	CA	94111	
125 E CARY ST			RICHMOND	VA	23219-4250	
305 NORTHWEST BLVD.	SUITE 150		PLYMOUTH	MN	55441-2644	
2765 W. FOREST HILL BLVD	STE 1307		WELLINGTON	FL	33414	
MARK ZIKRA	130 E RANDOLPH ST	STE 2100	CHICAGO	IL	60601	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
081 E. LA PALMA AVENUE # H			ANAHEIM	CA	92807	
211 LINBAR DRIVE	SU 506		NASHVILLE	TN	37211	
ADDRESS ON FILE						
50 N STREET			SACRAMENTO	CA	94279	
35 VAN NESS AVENUE			SAN FRANCISCO	CA	94102	
FTN SHIRLEY NASH WEBER, PH.D	1500 11TH STREET		SACRAMENTO	CA	95814	
DEPARTMENT 892400	P.O.BOX 122400		DALLAS	TX	75312-2400	
540 MAIN STREET			IRVINE	CA	92614	
ADDRESS ON FILE						
SSIGNEE FOR CAMPUSPOINT	600 UNIVERSITY ST, SUITE 2328		SEATTLE	WA	98101	
ADDRESS ON FILE						
1904 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0149	
58 GAITHER DRIVE			MT. LAUREL	NJ	08054	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441	
ADDRESS ON FILE						
EBRA YOUNG	3300 W CLAY ST		RICHMOND	VA	23220	
ADDRESS ON FILE						
23 COLLEGE STREET #410			CARROLLTON	GA	30117	
23 COLLEGE ST.			CARROLLTON	GA	30117	
01 N. CARSON STREET			CARSON CITY	NV	89701	
01 N. CARSON ST. #5			CARSON CITY	NV	89701	
01 N. CARSON ST	SUITE 5		CARSON CITY	NV	89701-4289	
ADDRESS ON FILE						
ADDRESS ON FILE						
00 OLD RIVER RD	UNIT 100		ANDOVER	MA	01810	
ADDRESS ON FILE						
O. BOX 849846			DALLAS	TX	75284-9846	
355 SW 153RD DRIVE			BEAVERTON	OR	97003-5105	
RED REMINGTON	131 SOUNDVIEW LN		CAMDEN	CT	06840	
RED REMINGTON	131 SOUNDVIEW LANE		NEW CAMDEN	CT	06840	
750 SOUTH 4TH STREET (US 1 SOUTH)	LEASING OFFICE		FORT PIERCE	FL	34982	
OX 43			GREEN BAY	WI	54305-0043	
00 POST ROAD GROUP	TWO LANDMARK SQUARE, SUITE 207		STAMFORD	CT	06901	
27 W TRADE ST	SUITE 1000		CHARLOTTE	NC	28202-1664	
27 W TRADE ST	SUITE 1000		CHARLOTTE	NC	28202-1664	
00 N MILWAUKEE AVENUE			VERNON HILLS	IL	60061	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
348 PEACHTREE RD NE	STE 1000		ATLANTA	GA	30326	
707 BESSEMER AVENUE			CLEVELAND	OH	44127-1808	
ALBERLINE HUNT	990 COASTAL HWY		OCEAN CITY	MD	21842	
200 LAKE HEARN DRIVE	SUITE 200		ATLANTA	GA	30319-1445	
ONDO ASSOCIATION MANAGEMENT						
FFICE	9900 COASTAL HWY		OCEAN CITY	MD	21842-2658	
3 BOX 91155			SEATTLE	WA	98111-2348	
FTN: TYLER ZECKER	100 CENTURYLINK DR		MONROE	LA	71203	
FTN: TYLER ZECKER	P.O. BOX 91155		SEATTLE	WA	98111-2348	
O. BOX 52187			PHOENIX	AZ	85072-2187	
YDE P. HOLLAND, JR.	1111 MAIN ST	STE 700	VANCOUVER	WA	98660	
311 TURTLE CREEK BOULEVARD	SUITE 1500		DALLAS	TX	75219-4448	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441-2644	
DDRESS ON FILE						
DDRESS ON FILE						
3 BOX 790429			SAINT LOUIS	MO	63179-4029	
O. BOX 959343			ST LOUIS	MO	63195-9343	
DDRESS ON FILE						
ARDMEMBER SERVICE	P.O.BOX 1423		CHARLOTTE	NC	28201-1423	
DDRESS ON FILE						
DDRESS ON FILE						
55 TOWNE LAKE PKWY.			WOODSTOCK	GA	30188	
780 MARIETTA HWY			CANTON	GA	30114-8208	
782 MARIETTA HWY			CANTON	GA	30114	
O. BOX 71111			CHARLOTTE	NC	28272-1111	
DDRESS ON FILE						
DDRESS ON FILE						
FTN: BRIAN P. LENIHAN	TWO INTERNATIONAL PLACE		BOSTON	MA	02110	
5 MOUNTAIN VIEW ROAD			WARREN	NJ	07059	
DDRESS ON FILE						
733 ARDINGTON BLVD.			GLEN ALLEN	VA	23059	
WO WELLS FARGO BANK	1700 LINCOLN ST, LOWER LEVEL		DENVER	CO	80274	
O. BOX 91232	3		CHICAGO	IL	60693-1232	
O. BOX 7200			BEVERLY	MA	01915-0096	
JSINESS PERSONAL PROPERTY	900 E. BROAD ST.		RICHMOND	VA	23219	
REASURY DIVISION	P.O. BOX 17420		DENVER	CO	80217-0420	
O. BOX 636			ACWORTH	GA	30101-0636	
AYMENT PROCESSING CENTER	P.O.BOX 742629		CINCINNATI	OH	45274-2629	
3 BOX 341148			BARTLETT	TN	38184-1148	
AX DEPARTMENT	6400 STAGE ROAD	PO BOX 341148	BARTLETT	TN	38184-1148	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
100 STAGE ROAD			BARTLETT	TN	38134-3739	
10 BOX 341148			BARTLETT	TN	38184-1148	
TTN: BUSINESS LICENSE DEPARTMENT	550 EAST 6TH STREET		BEAUMONT	CA	92223-2253	
CITY HALL SQUARE	ROOM 301		BOSTON	MA	02201	
ASSESSOR	CHELSEA CITY HALL	500 BROADWAY	CHELSEA	MA	02150	
NE PUBLIC SQUARE			CLARKSVILLE	TN	37040	
O. BOX 30549			CLARKSVILLE	TN	37040-0010	
BUSINESS REGISTRATION DIVISION	303 W COMMONWEALTH AVE		FULLERTON	CA	92832	
O. BOX 2496			GAINESVILLE	GA	30503	
NE FRANKLIN STREET, SUITE 100			HAMPTON	VA	23669	
TTN: ANDREW BARTLETT	150 EAST MAIN STREET		HILLSBORO	OR	97224	
529 J.O. STEPHENSON AVE.			KENNESAW	GA	30144	
PROPERTY TAX DEPARTMENT	2529 J.O. STEPHENSON AVE		KENNESAW	GA	30144-2794	
10 S CLAYTON STREET	P.O. BOX 2200		LAWRENCEVILLE	GA	30046	
10 SIXTH ST			LINCOLN	CA	95648	
O. BOX 39			LOGANVILLE	GA	30052	
O. BOX 609			MARIETTA	GA	30061	
10 BOX 185			MEMPHIS	TN	38101-0185	
11 WEST VINE STREET			MURFREESBORO	TN	37130	
TY TAX COLLECTOR	P.O. BOX 1139		MURFREESBORO	TN	37133	
300 PERDIDO STREET, ROOM 1W40			NEW ORLEANS	LA	70112	
COMMUNITY DEVELOPMENT	PO BOX 970		NEWBERG	OR	97132	
10 UNION STREET, FIRST FLOOR			NORFOLK	VA	23510	
O. BOX 3215			NORFOLK	VA	23514-3215	
O. BOX 11024			ORANGE	CA	92856-8124	
O. BOX 5066			PORTLAND	OR	97208-5066	
10 E. BROAD STREET			RICHMOND	VA	23219	
10 BOX 26505			RICHMOND	VA	23261-6505	
ANNING & DEVELOPMENT BUS LIC	P.O. BOX 11706		ROCK HILL	SC	29731-1706	
2560 SW PINE ST			SHERWOOD	OR	97140	
339 W. BROAD STREET			SUGAR HILL	GA	30518	
2453 HWY 92			WOODSTOCK	GA	30188	
TY OF WOODSTOCK GA	12453 HWY 92		WOODSTOCK	GA	30188	
JDDY GADAMS	PO BOX 11659		NORFOLK	VA	23517	
MARATHON DEVELOPMENT GROUP	207 GRANBY ST	STE 203	NORFOLK	VA	23510-1825	
50 BEAVERCREEK ROAD, ROOM #135			OREGON CITY	OR	97045	
O. BOX 6100			PORTLAND	OR	97228-6100	
10 S. GRAND CENTRAL PKWY			LAS VEGAS	NV	89106	
ADDRESS ON FILE						
NNEX 3, 2ND FLOOR	121 SOUTH MCDONOUGH ST.		JONESBORO	GA	30236	
21 S. MCDONOUGH ST.			JONESBORO	GA	30236	
ADMINISTRATION ANNEX 3, 2ND FLOOR	121 S. MCDONOUGH STREET		JONESBORO	GA	30236	

Address1	Address2	Address3	City	State	PostalCode	Country
O. BOX 650395			DALLAS	TX	75265-0395	
20 S 6TH STREET	STE 300		MINNEAPOLIS	MN	55402	
31 LANDRUM RD.			LUFKIN	TX	75904-7132	
390 W KENNEDY BLVD	STE 200		TAMPA	FL	33609	
39 FIFTH AVENUE SUITE 420			SAN RAFAEL	CA	94901	
O. BOX 957312			ST. LOUIS	MO	63195-7312	
3421 WALDEN CENTER DRIVE	SUITE 300		ESTERO	FL	34134	
39 VANDERBILT BEACH ROAD	SUITE 701		NAPLES	FL	34108	
PROPERTY TAX DIVISION	P.O. BOX 100127		MARIETTA	GA	30061-7027	
36 WHITLOCK AVE NW #10			MARIETTA	GA	30064	
3 BOX 100127			MARIETTA	GA	30061-7027	
ADDRESS ON FILE						
10 E. CHERRY AVE.			FLAGSTAFF	AZ	86001	
ADDRESS ON FILE						
TTN: KELLI RAVIELE	2450 N STREET, NW		WASHINGTON	DC	20037	
TTN: KELLI RAVIELE	P.O. BOX 791087		BALTIMORE	MD	21279-1087	
O. BOX 791087			BALTIMORE	MD	21279-1087	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
50 EL DORADO PKWY			MCKINNEY	TX	75069-8023	
O. BOX 8006			MCKINNEY	TX	75070	
TX ASSESSOR COLLECTOR	P.O. BOX 8046		MCKINNEY	TX	75070-8046	
COLLECTOR OFFICE	6101 FRISCO SQUARE BLVD.	2ND FLR.	FRISCO	TX	75034	
O. BOX 732353			DALLAS	TX	75373-2353	
TTN: SUMMER MAY	1601 19TH ST., STE 650		DENVER	CO	80202	
TTN: SUMMER MAY	P.O. BOX 732353		DALLAS	TX	75373-2353	
UNEMPLOYMENT INSURANCE						
EMPLOYER SERVICES	P.O. BOX 956		DENVER	CO	80201-0956	
DLIX, INC - COLORADO HCSM	P.O. BOX 912414		DENVER	CO	80291-2414	
TTN: JENA GRISWOLD	1700 BROADWAY	SUITE 550	DENVER	CO	80290	
O. BOX 956			DENVER	CO	80201-0956	
O. BOX 912551			DENVER	CO	80291-2551	
25 HIGH STREET, HIGH STREET TOWER	27TH FLOOR		BOSTON	MA	02110-2704	
O. BOX 742529			CINCINNATI	OH	45274-2529	
305 NORTHWEST BLVD	SUITE 150		PLYMOUTH	MN	55441-2644	
3559			RICHLAND	MI	49083	
3 BOX 37601			PHILADELPHIA	PA	19101-0601	
O. BOX 70219			PHILADELPHIS	PA	19176-0219	
TTN: OLIVER VELASQUEZ	COMCAST CENTER	1701 JFK BOULEVARD	PHILADELPHIA	PA	19103	
TTN: OLIVER VELASQUEZ	P.O. BOX 37601		PHILADELPHIA	PA	19101-0601	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
O. BOX 34744			SEATTLE	WA	98124-1744	
O. BOX 37601			PHILADELPHIA	PA	19101-0601	
O. BOX 60533			CITY OF INDUSTRY	CA	91716-0533	
O. BOX 71211			CHARLOTTE	NC	28272-1211	
CMCAST CENTER	1701 JFK BOULEVARD		PHILADELPHIA	PA	19103	
540 POWERS FERRY ROAD	BLD 3, STE 300		MARIETTA	GA	30067	
NE FRANKLIN STREET	SUITE 101-B		HAMPTON	VA	23669	
ALES AND USE TAX UNIT	200 FAIR OAKS LN.		FRANKFORT	KY	40602	
ALES AND USE TAX UNIT	P.O. BOX 7010		BOSTON	MA	02204	
ALES AND USE TAX UNIT	P.O. BOX 1115		RICHMOND	VA	23218-1115	
11 RAILROAD AVENUE			OREGON CITY	OR	97045	
11 RAILROAD AVE			OREGON CITY	OR	97045-4545	
519 E. HEDRICK DRIVE			MOREHEAD CITY	NC	28557	
5932 83RD PLACE NORTH			LOXAHATCHEE	FL	33470	
3 BIRCH HILL RD			BREWSTER	NY	10509	
791 W. OAK PKWY	SUITE 6		MARIETTA	GA	30062	
WILY MALKIN, CMA CORPORATE	1465 NORTHSIDE DR NW	STE 128	ATLANTA	GA	30318	
O. BOX 17132	REVENUE ADMINISTRATION DIVISION		BALTIMORE	MD	21297-0175	
O. BOX 149348			AUSTIN	TX	78714-9348	
150 BOGGS ROAD	SUITE 610		DULUTH	GA	30096	
312 GUNN HIGHWAY	SUITE 250		TAMPA	FL	33618	
738 ABERNATHY AVE			DALLAS	TX	75220-2618	
31 108TH AVENUE NE	SUITE 1000		BELLEVUE	WA	98004-4750	
O. BOX 7839			BROOMFIELD	CO	80021-0031	
ADDRESS ON FILE						
50 SOUTH 100 EAST			RIVER HEIGHTS	UT	84321	
3 BOX 66523			SAINT LOUIS	MO	63166-6523	
O. BOX 4312			WOODLAND HILLS	CA	91365-4312	
O. BOX 2707			LONGVIEW	TX	75606	
ADDRESS ON FILE						
ADDRESS ON FILE						
31 N. DIXON STREET			GAINESVILLE	TX	76240	
31 N. DIXON STREET			GAINESVILLE	TX	76240	
31 NORTH DIXON			GAINESVILLE	TX	76240	
787 WILLIAMS DRIVE			MARIETTA	GA	30066	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
1595 GLORIA SR			FLAGSTAFF	AZ	86004	
DDRESS ON FILE						
DDRESS ON FILE						
343 N. MILWAUKEE AVENUE	5TH FLOOR		CHICAGO	IL	60647-5400	
DBBY BRUBAKER	540 W MADISON STREET	#2500	CHICAGO	IL	60661	
FTN: ERIN CONNOLLY	1001 17TH ST STE 500		DENVER	CO	80202-2461	
FTN: ERIN CONNOLLY	P.O. BOX 74338	1001 17TH STREET	DENVER	CO	80202	
O. BOX 74338			CLEVELAND	OH	44194-0002	
O. BOX 7410023			CHICAGO	IL	60674-5024	
124 PEACHTREE ROAD, STE 300			ATLANTA	GA	30326	
JO DOMINIUM	2905 NORTHWEST BLVD		PLYMOUTH	MN	55441	
MICHAEL JONES	10300 COASTAL HIGHWAY		OCEAN CITY	MD	21842	
101 E BAYAUD AVE			DENVER	CO	80209	
FFICE OF THE TAX ADMIN	P.O. BOX 3397		DURNAM	NC	27702-3397	
AX PROCESSING CENTER	P.O. BOX 105155		ATLANTA	GA	30348-5155	
FTN TREASURER-TAX COLLECTOR	PO BOX 1438		SANTA ANA	CA	92702-1438	
EPT OF TAX & COLLECTIONS	70 W. HEDDING STREET	EAST WING, 6TH FLR.	SAN JOSE	CA	95110	
DDRESS ON FILE						
7 PERRY STREET			NEWMAN	GA	30263	
DDRESS ON FILE						
JO BOX 78000	DEPT 781121		DETROIT	MI	48278-1121	
O. BOX 105339			ATLANTA	GA	30348-5339	
DDRESS ON FILE						
350 LENOX ROAD NE	SUITE 2300		ATLANTA	GA	30326-4333	
NO SEAPORT LANE	15TH FLOOR		BOSTON	MA	02210-2001	
2809 SOUTHER DRIVE			CENTREVILLE	VA	20120-1093	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
300 WILSHIRE BLVD.	11TH FLOOR		LOS ANGELES	CA	90036	
O. BOX 9037			ADDISON	TX	75380	
27 W TRADE ST	SUITE 1000		CHARLOTTE	NC	28202-1664	
27 W TRADE ST	SUITE1000		CHARLOTTE	NC	28202-1664	
399 PEACHTREE ROAD	SUITE 600		ATLANTA	GA	30326-2832	
50 N. SAN VICENTE BLVD	SUITE 1500 EAST TOWER		WEST HOLLYWOOD	CA	90069	
DDRESS ON FILE						
DDRESS ON FILE						
FTN: IVANA CARDONA	8020 KATY FREEWAY		HOUSTON	TX	77024	
FTN: IVANA CARDONA	P.O. BOX 21926		NEW YORK	NY	10087-1926	
JO BOX 21926			NEW YORK	NY	10087-1926	
O. BOX 27135			NEW YORK	NY	10087-7135	
JO BOX 28730			NEW YORK	NY	10087-8730	

Address1	Address2	Address3	City	State	PostalCode	Country
308 N. SULLIVAN RD.	BLDG. N15 #202		SPAKANE VALLEY	WA	99216	
305 GLENDRIAGE DR NE SUITE 775			ATLANTA	GA	30342	
3P/POLLACK 72 MILTON OWNER, LLC	5605 GLENDRIAGE DR NE	STE 775	ATLANTA	GA	30342	
305 GLENDRIAGE DRIVE NE	SUITE 775		ATLANTA	GA	30342-1378	
301 PENNSYLVANIA AVE NW	SUITE 220 SOUTH		WASHINGTON	DC	20004	
358 E CAMELBACK ROAD			PHOENIX	AZ	85018-3217	
3EST SHORE, KARLY SANTOS PM	THE CORPORATION TRUST COMPANY	1209 ORANGE ST	NEW CASTLE	DE	19801	
305 GLENDRIAGE DRIVE NE	SUITE 775		ATLANTA	GA	30342-1378	
300 CENTRAL AVE GP, LLC	200 UNIONVILLE INDIAN TRAIL RD W		INDIAN TRAIL	NC	28079	
301 HUDSON STREET	32ND FLOOR		JERSEY CITY	NJ	07302	
3TTN: MR. KERVENS LYTHUS	305 MADISON AVENUE		MORRISTOWN	NJ	07960	
3 BOX 21874			NEW YORK	NY	10087-1874	
31 S. TRINITY			DENTON	TX	76208	
323 CENTRAL AVENUE	SUITE 3		CHEYENNE	WY	82001-4531	
3DDRESS ON FILE						
3DDRESS ON FILE						
3 CORPORATE PLAZA DRIVE	SUITE 210		NEWPORT BEACH	CA	92660	
391 IRVINE CENTER DRIVE	SUITE 200		IRVINE	CA	92618	
3 BROMLEY ROAD			PITTSFORD	NY	14534	
350 SE DIVISON ST	ATTN: MANAGER		PORTLAND	OR	97202	
365 ANGELETTE DRIVE			AUSTELL	GA	30106-1006	
349 NORTH STEMMONS FREEWAY			DALLAS	TX	75247	
30 ELM STREET, SUITE 3300			DALLAS	TX	75202	
3 O. BOX 139066			DALLAS	TX	75313-9066	
3DDRESS ON FILE						
3DDRESS ON FILE						
3DDRESS ON FILE						
3DDRESS ON FILE						
3DDRESS ON FILE						
3DDRESS ON FILE						
3 O. BOX 730396			DALLAS	TX	75373-0396	
3510 FLETCHER LANE	SUITE K		ROGERS	MN	55374	
3510 FLETCHER LANE, STE K			ROGERS	MN	55374	
300 FISHTRAP ROAD			CROSSROADS	TX	76227-8960	
3748 SW BALD PEAK ROAD			HILLSBORO	OR	97123	
3 N DAVIS	3100 MCKINNON STREET	SUITE 1125	DALLAS	TX	75201	
3DDRESS ON FILE						
3DDRESS ON FILE						
3 JUSTICE WAY, SUITE 1222			DAWSONVILLE	GA	30534	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
AWSON COUNTY COURTHOUSE	25 JUSTICE WAY	SUITE 1201	DAWSONVILLE	GA	30534	
DDRESS ON FILE						
5 SPOUTING WHALE LN			GLENEDEN BEACH	OR	97388-0604	
DDRESS ON FILE						
55 TOLBERT STREET			CUMMING	GA	30040-2360	
PROPERTY TAX DIVISION	P.O. BOX 100004		DECATUR	GA	30031-7004	
COLLECTIONS DIVISION	PO BOX 117545		ATLANTA	GA	30368-7545	
PROPERTY TAX DIVISION	PO BOX BOX 100004		DECATUR	GA	30031-7004	
DDRESS ON FILE						
DIVISION OF CORPORATIONS	P.O. BOX 5509		BINGHAMTON	NY	13902-5509	
O. BOX 3484			OCEAN CITY	MD	21843-3484	
CENTER DRIVE	NORTH EAST COMMERCE CENTER		NORTH EAST	MD	21901-0497	
3 BOX 13609			PHILADELPHIA	PA	19101	
O. BOX 758722			BALTIMORE	MD	21275-8722	
DDRESS ON FILE						
3 BOX 50764			DENTON	TX	76206-0764	
505 E MCKINNEY STREET			DENTON	TX	76209	
DENTON COUNTY TAX OFFICE	PO BOX 90223		DENTON	TX	76202-5223	
11 W. COLFAX AVE.	DEPT. 1009		DENVER	CO	80202	
HARTER DIVISION	P.O.BOX 17052		BALTIMORE	MD	21297-1052	
20 FRENCH LANDING DRIVE			NASHVILLE	TN	37243-1002	
O. BOX 6077			INDIANAPOLIS	IN	46207-6077	
30 ROBERT ST N.			ST. PAUL	MN	55146	
O. BOX 7165			SAN FRANCISCO	CA	94120-7165	
O. BOX 530			COLUMBUS	OH	43216-0530	
3 BOX 280427			HARRISBURG	PA	17128-0427	
INDIVIDUAL & CORPORATE TAX DIVISION	BUSINESS PRIVILEGE TAX SECTION		MONTGOMERY	AL	36132-7431	
SERVICE CENTER SECTION	PO BOX 17087		DENVER	CO	80217-0087	
350 W. TENNESSEE ST			TALLAHASSEE	FL	32399-0180	
O. BOX 6520			TALLAHASSEE	FL	32314-6520	
CAL GOVERNMENT SERVICES DIVISION	4125 WELCOME ALL ROAD SW		ATLANTA	GA	30349-1824	
O. BOX 25000			RALEIGH	NC	27640-0700	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
NDREW JACKSON BLDG, 3RD FL	500 DEADERICK STREET		NASHVILLE	TN	37242-1099	
O. BOX 149348			AUSTIN	TX	78714-9348	
TERNAL REVENUE SERVICE			OGDEN	UT	84201-0009	
55 LOSHER STREET, SUITE 110			HERNANDO	MS	38632	
KEY TREADWAY	365 LOSHER STREET		HERNANDO	MS	38632-2144	
390 W NORTHWEST HWY	7TH FLOOR		DALLAS	TX	75220-8109	
520 PIEDMONT RD NE	STE 410		ATLANTA	GA	30305	
FTN: ACCOUNTING DEPT	6340 SUGARLOAF PKWY	STE 350	DULUTH	GA	30097	
JHN MCHUGH	6340 SUGARLOAF PKWY	STE 350	DULUTH	GA	30097	
55 NORTHBORO RD., UNIT 8			SOUTHBOROUGH	MA	01772	
30 N MESQUITE ST			ARLINGTON	TX	76011	
530 ASHTON DRIVE			HOUSTON	TX	77095	
O. BOX 38668			RICHMOND	VA	23231	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DIGICOMM DRIVE			ENGLEWOOD	CO	80112	
3 SCHOOL ST			ORCHARD PARK	NY	14127	
DDRESS ON FILE						
EPT. #6390 DIRECPATH	P.O.BOX 11407		BIRMINGHAM	AL	35202-1407	
EBRA YOUNG	3300 W CLAY ST		RICHMOND	VA	23230	
O. BOX 7619			MARIETTA	GA	30065	
O. BOX 7619			MARIETTA	GA	30065	
399 PEACHTREE ROAD NE	SUITE 600		ATLANTA	GA	30326-1120	
101 4TH STREET, SW, SUITE 270 WEST			WASHINGTON	DC	20024	
25 HIGH ST.	21ST FLOOR		BOSTON	MA	02110-2704	
RGINIA STATE CORPORATION						
OMMISSION	1300 EAST MAIN STREET	TYLER BUILDING, 4TH FLR	RICHMOND	VA	23219	
25 S IOWA ST			PORTLAND	OR	97239-3671	
GENT AARON JAMES	7213 S VIRGINIA AVE		PORTLAND	OR	97219	
HE DOLBEN COMPANY, ANDREW						
OLBEN	44 MADISO AVE	10TH FLOOR	NEW YORK	NY	10017	
10 WEST 52ND ST.	STE 6J		NEW YORK	NY	10019	
40 TEMPLETON ROAD			PHILLIPSTON	MA	01331	
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
ASEY A. MILLER	1300 POST OAK BLVD. SUITE 1650		HOUSTON	TX	77056	
O BOX 26543			RICHMOND	VA	23290-0001	
305 NORTHWEST BLVD.	STE 150		PLYMOUTH	MN	55441	
PROPERTY TAX COMMISSIONER	PO BOX 1298		COLUMBIANA	AL	35051	
O. BOX 8097			TAMPA	FL	33674	
DDRESS ON FILE						
DDRESS ON FILE						
222 VAN BUREN AVE.	SUITE 100		INDIAN TRAIL	NC	28079	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
	130 EAST RANDOLPH STREET SUITE 2100		CHICAGO	IL	60601	
MARK ZIKRA	130 E RANDOLPH ST	STE 2100	CHICAGO	IL	60601	
300 E THIRD AVENUE	SUITE 600		FOSTER CITY	CA	94404	
DDRESS ON FILE						
2010 RIDGEMONT DR			URBANDALE	IA	50323	
O. BOX 1515			MIDLOTHIAN	VA	23113	
JORDAN WILSON	1425 E CARY ST		RICHMOND	VA	23219-4250	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
100 GARY R. KESSLER P.C.	GARY R. KESSLER, ESQ.	2573 APPLE VALLEY RD. NE	ATLANTA	GA	30319	
1400 PARKSIDE DRIVE, SUITE 300			KNOXVILLE	TN	37934	
DDRESS ON FILE						
31 E. MAIN STREET, 3RD FLOOR	ADMINISTRATION BLDG. II		DURHAM	NC	27701	
31 E. MAIN STREET			DURHAM	NC	27701	
3 BOX 44009			JACKSONVILLE	FL	32231-4009	
25 NORTHERN AVENUE			HAGERSTOWN	MD	21742	
736 STONEHURST ESTATES TERRACE			GLEN ALLEN	VA	23059	
22 ST. LOUIS ST. #238			BATON ROUGE	LA	70802	
4E AGDG, NATHAN MADIGAN	4220 LOWER ROSWELL ROAD		MARIETTA	GA	30067	
13 W BROAD ST			RICHMOND	VA	23220	
RYSTYNE BRADLEY	1425 E CARY ST		RICHMOND	VA	23219-4250	
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
50 PHARR ROAD, NE	MANAGEMENT OFFICE		ATLANTA	GA	30305	
O. BOX 1070			CHARLOTTE	NC	28201-1070	
700 BROADWAY	38TH FLOOR		NEW YORK	NY	10019	
725 I STREET, NW	SUITE 300		WASHINGTON	DC	20006	
214 68TH ST	STE 201		LUBBOCK	TX	79424	
DDRESS ON FILE						
DDRESS ON FILE						
325 ISAAC NEWTON SQUARE E	SUITE 200		RESTON	VA	20190	
325 ISAAC NEWTON SQUARE EAST	SUITE 200		RESTON	VA	20190	
ALTER E. WEYLER	1221 SW 10TH AVE	#805	PORTLAND	OR	97205	
O. BOX 116			GOSHEN	IN	46527	
KHART COUNTY ADMIN. BLDG.	117 N. 2ND ST. #201		GOSHEN	IN	46526	
3663 US HIGHWAY 33			ELKHART	IN	46517	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 1358			RICHMOND	VA	23218	
O BOX 826215 MIC 3A			SACRAMENTO	CA	94230-6215	
EPT. K	P.O. BOX 830520		BIRMINGHAM	AL	35283-0520	
O BOX 34729			SEATTLE	WA	98124-1729	
O. BOX 910184			DENVER	CO	80291-0184	
100 E. SOUTHERN AVE	#800		TEMPE	AZ	85282	
11 DEMONBREUN ST			NASHVILLE	TN	37201	
11 WASHINGTON AVENUE	STE 660		ST LOUIS	MO	63101	
DDRESS ON FILE						
O. BOX 8105			BATON ROUGE	LA	70891-8101	
FTN: RACHEL MOSS	ENTERPRISE FLEET MGMT CUSTOMER BILLING	P.O. BOX 800089	KANSAS CITY	MO	64180-0089	
ENTERPRISE FLEET MGMT CUSTOMER BILLING	PO BOX 800089		KANSAS CITY	MO	64180-0089	
FFICE OF GENERAL COUNSEL 2310A	1200 PENNSYLVANIA AVE NW, 2310A		WASHINGTON	DC	20460	
5901 HAWTHORNE BLVD	STE 490		LAWNDALE	CA	90260	
252 SOLUTIONS CENTER			CHICAGO	IL	60677-4002	
FTN: CARRIE PAYNE	4252 SOLUTIONS CENTER		CHICAGO	IL	60677-4002	
CK FIORELLA III	3595 GRANDVIEW PARKWAY SUITE 150		BIRMINGHAM	AL	35243	
CK FIORELLA III, C/O ER MGT, INC.	3595 GRANDVIEW PKWY	STE 150	BIRMINGHAM	AL	35243	
75 ONE LINCOLN CENTRE	5400 LBJ FREEWAY		DALLAS	TX	75240	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
332 SPOTTED HARRIER WAY			LITHIA	FL	33547	
DARA COMMUNITIES	4420 CYPRESS CREEK	STE 224	HOUSTON	TX	77068-3411	
3920 SWITZER AVE	SUITE 105		DALLAS	TX	75238-5303	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
3275 WEST HIGGINS ROAD	SUITE 750		ROSEMONT	IL	60018	
145 NE NICHOLAS CT.			HILLSBORO	OR	97124	
3 BOX 5069			ALOHA	OR	97006-0069	
FFANY STANLEY	STAR HUBBARD LLC	18100 VON KAMAN SUITE 200	IRVINE	CA	92612	
	429 SANTA MONICA BLVD SUITE 700		SANTA MONICA	CA	90401	
M HORKSEMA	429 SANTA MONICA BLVD.		SANTA MONICA	CA	90401	
M HORKSEMA						
155 S. SEPULVEDA BLVD	UNIT 100		LOS ANGELES	CA	90064	
2777 JONES ROAD	SUITE 450		HOUSTON	TX	77070	
510 MOREHOUSE DRIVE	STE 200		SAN DIEGO	CA	92121	
5189 CHAMPIONS DRIVE			BEAUMONT	CA	92223-9707	
STONEWALL ADMINSTRATIVE COMPLEX	140 STONEWAY AVENUE WEST	SUITE 108	FAYETTEVILLE	GA	30214	
RISTIE KING	P.O. BOX 70		FAYETTEVILLE	GA	30214	
200 S. BROADWAY			LOS ANGELES	CA	90015	
3 PUBLIC SQUARE	SUITE 1410		CLEVELAND	OH	44113-2256	
3 PUBLIC SQUARE	SUITE 1410		CLEVELAND	OH	44113-2256	
39 INDEPENDENCE PARKWAY	SUITE 200		CHESAPEAKE	VA	23320-5209	
O. BOX 71237			CHARLOTTE	NC	28272-1237	
3 BOX 979084			ST. LOUIS	MO	63197-9000	
30 INDEPENDENCE PARKWAY	CLAIM # KY22K2159498/D ZLASNEY		CHESAPEAKE	VA	23320-5177	
O. BOX 660481			DALLAS	TX	75266-0481	
3 BOX 7221			PASADENA	CA	91109-7321	
EPT CH	P.O. BOX 10306		PALATINE	IL	60055-0306	
RISTA MICLAT	5510 MOREHOUSE DR	STE 200	SAN DIEGO	CA	92121	
300 NAPOLI DRIVE			PACIFIC PALISADES	CA	90272	
3 BOX 1703			FAIRBURN	GA	30213	
FTN: LISA LEDWITH	3000 SUMMIT PLACE, SUITE 200		ALPHARETTA	GA	30009	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
FTN: LISA LEDWITH	P.O. BOX 602526		CHARLOTTE	NC	28260-2526	
O. BOX 602526			CHARLOTTE	NC	28260-2526	
FTN: ACCOUNTS RECEIVABLE	PO BOX 744470		ATLANTA	GA	30374	
30 CENTERPOINT BLVD			NEW CASTLE	DE	19720	
30 NORTH DR.	SUITE 106		MELBOURNE	FL	32934	
3 SOUTH HARBORVIEW RD			SANTA ROSA BEACH	FL	32459	
ADDRESS ON FILE						
ADDRESS ON FILE						
4E FINGER COMPANIES	99 DETERING ST	STE 200	HOUSTON	TX	77007-8259	
CHRISTOPHER FINLAY	1102 A1A N		PONTE VEDRA BEACH	FL	32082	
3725 MIDLOTHIAN TYPKE			MIDLOTHIAN	VA	23113-4318	
18 MARSHALL STREET			YOUNGSTOWN	OH	44502	
200 LAKE HEARN DRIVE	SUITE 200		ATLANTA	GA	30319-1445	
370 SW GRIFFITH DRIVE	SUITE 100		BEAVERTON	OR	97005-3039	
LAIRE FULLERTON	1855 GRIFFIN RD	STE A-330	DANIA BEACH	FL	33004	
ABRAHAM FREIHOFF, COLLEGE PARK						
SSOCIATION	1855 GRIFFIN RD	STE A-330	DANIA BEACH	FL	33004	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
O. BOX 732368			DALLAS	TX	75373-2368	
ADDRESS ON FILE						
340 SHUMARD OAK BLVD.			TALLAHASSEE	FL	32399-0850	
FTN: CORD BYRD	R.A. GRAY BUILDING	500 SOUTH BRONOUGH STREET	TALLAHASSEE	FL	32399	
320 E. PARK AVENUE	SUITE 101		TALLAHASSEE	FL	32301	
ADDRESS ON FILE						
2766 NW BAYONNE LANE			PORTLAND	OR	97229	
300 WEST I-40			OKLAHOMA CITY	OK	73128-1208	
392 TRIBBLE GAP RD.			CUMMING	GA	30040	
MATTHEW C. LEDBETTER	1092 TRIBBLE GAP ROAD		CUMMING	GA	30040-2236	
301 B.F. TERRY BLVD.			ROSENBERG	TX	77471	
317 EUGENE HEIMANN CIRCLE			RICHMOND	TX	77469-3623	
ARRIE SURRAT, PCC, CTOP	1317 EUGENE HEIMANN CIRCLE		RICHMOND	TX	77469-3623	
387 W. 80TH ST.	STE 4		HIALEAH	FL	33016	
ADDRESS ON FILE						
320 NE LOOP 410	SUITE 700		SAN ANTONIO	TX	78209	
310 W. COON CANYON WAY			MAGNA	UT	84044	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
ED TAIL ACQUISITIONS, CASSIE AROTHERS, RPA, CMCP, VICE RESIDENT, PROPERTY MANAGEMENT	2082 MICHELSON DR	STE 400	IRVINE	CA	92612-1214	
BOX 942857			SACRAMENTO	CA	94257-0531	
BOX 942857			SACRAMENTO	CA	94257-0531	
WILL HYMESREG PROP MGR	PO BOX 240		RICHMOND	VA	23219	
OBERT W MILLER JR	116 E FRANKLIN ST		RICHMOND	VA	23219	
707 GROVE AVE			RICHMOND	VA	23220	
EN ADAMSON - MANAGER	200 WEST FRANKLIN ST		RICHMOND	VA	23230	
EN ADAMSON - MANAGER	200 W FRANKLIN ST		RICHMOND	VA	23230	
ARK LARSON	1806 E FRANKLIN ST		RICHMOND	VA	23219	
ARK LARSON	1815-1817 E FRANKLIN ST		RICHMOND	VA	23219	
DDRESS ON FILE						
O.BOX 5157			TAMPA	FL	33675	
31 BULKELEY PLACE			NEWPORT NEWS	VA	23601	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
11 PRYOR STREET, SUITE 1106			ATLANTA	GA	30303	
11 PRYOR STREET, SW			ATLANTA	GA	30303	
O. BOX 105052			ATLANTA	GA	30348-5052	
DDRESS ON FILE						
L WESTERN INDUSTRIAL DRIVE	SUITE D		CRANSTON	RI	02921-3445	
599 BUR OAK AVE UNIT 1			MARKHAM	ON	L6B 1K8	CANADA
304 BOOTHE CIRCLE			LONGWOOD	FL	32750	
377 EL RANCO DRIVE			SPARKS	NV	89431	
1890 DONNER PASS RD #4			TRUCKEE	CA	96161	
ELEN POORMAN	3399 PEACHTREE RD.		ATLANTA	GA	30326	
MES HAMRICK	3811 TURTLE CREEK BLVD.	STE 1500	DALLAS	TX	75219	
BOX 250205			ATLANTA	GA	30325	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
379 PEACHTREE ROAD NE	SUITE 400		ATLANTA	GA	30326-1020	
16 VILLAGE BLVD	SUITE 200		PRINCETON	NJ	08540	
O. BOX 2805			BAYTOWN	TX	77522-2805	
O. BOX 740729			CINCINNATI	OH	45274-0729	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
01 WEST COMMERCE	BULK		RICHMOND	VA	23224	
001 JUNIPERO SERRA BLVD			DALY CITY	CA	94014	
722 LAKE MIRROR PLACE			FOREST PARK	GA	30297	
125 LAKEVIEW RD.	SUITE 800		CHARLOTTE	NC	28269	
FTN. PAYMENT CENTER	PO BOX 105445		ATLANTA	GA	30348-5445	
FTN: BRAD RAFFENSPERGER	214 STATE CAPITOL		ATLANTA	GA	30334	
O. BOX 932237	LOCKBOX #932237		ATLANTA	GA	30354-1705	
O. BOX 101378			ATLANTA	GA	30392-1378	
158 KENNEDY ROAD	SUITE G		FOREST PARK	GA	30297	
O. BOX 4920			ORLANDO	FL	32802-4920	
O. BOX 6339			MARIETTA	GA	30065	
50 FRANKLIN GATEWAY SE, STE 300			MARIETTA	GA	30067	
775 TYSON BLVD	5TH FLOOR		MCLEAN	VA	22102	
DDRESS ON FILE						
99 ELEVENTH AVE	5TH FLOOR		NEW YORK	NY	10036	
344 ALLISON JANE DRIVE			KENNESAW	GA	30144	
DDRESS ON FILE						
555 S. 2300 E.	STE 205		HOLLADAY	UT	84117	
0 GLENWOOD WAY			STOCKBRIDGE	GA	30281	
LENWOOD MILLPOND NRDE LLC	ATTN: ASSET MANAGEMENT	11820 S STATE ST, STE 310	DRAPER	UT	84020	
DDRESS ON FILE						
310 N. CENTRAL EXPRESSWAY	SUITE 1100		DALLAS	TX	75206-5488	
0 MILL CREEK RESIDENTIAL TRUST	MILL CREEK, ANDREW BEACH, VP COMMUNITY TECHNOLOGY	5910 N CENTRAL EXPY STE 1100	DALLAS	TX	75206	
DDRESS ON FILE						
O. BOX 638968			CINCINNATI	OH	45263-8968	
250 SHILOH ROAD	SUITE 110		ALPHARETTA	GA	30005	
18 CIFTON AVE	SUITE 205		LAKEWOOD	NJ	08701	
ARATHON DVLP GROUP	RAFFAELE ALLEN- ASSET MGR	PO BOX 11659	NORFOLK	VA	23517-0659	
DDRESS ON FILE						
DDRESS ON FILE						
11 NORTH MAIN STREET	PO BOX 237		GOLDFIELD	IA	50542	
DDRESS ON FILE						
DDRESS ON FILE						
544 INTERSTATE 10 EAST			BAYTOWN	TX	77521-8881	
O.BOX 2805			BAYTOWN	TX	77522-2805	
148 PINECASTLE BLVD.	#101		ORLANDO	FL	32809	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
FFICE OF TAX AND REVENUE	REAL PROPERTY TAX ADMIN.	PO BOX 98095	WASHINGTON	DC	20090-8095	
O. BOX 934025			ATLANTA	GA	31193-4025	
DDRESS ON FILE						
DDRESS ON FILE						
00 GRAINGER PARKWAY			LAKE FOREST	IL	60045-5201	
DDRESS ON FILE						
DDRESS ON FILE						
00 PEACHTREE DUNWOODY ROAD NE	BLDG 7 SUITE 200		ATLANTA	GA	30328	
050 NANCY HANKS DRIVE			NORCROSS	GA	30074	
FTN: KATHY LEWIS	2050 NANCY HANKS DRIVE		NORCROSS	GA	30074	
DDRESS ON FILE						
340 LUDLOW ST			BOULDER	CO	80305-6619	
ICHAEL POWERS	34112 VIOLET LANTERN	STE C	DANA POINT	CA	92629	
011 BRIDGEPORT WAY SW	SUITE 1500 # 551		LAKEWOOD	WA	98499	
00 NE 42ND ST			POMPANO BEACH	FL	33064	
28 MONUMENT ST	R-01		GREENWOOD	SC	29646-2643	
REENWOOD COUNTY CLERK-COURT	528 MONUMENT STREET		GREENWOOD	SC	29646	
DDRESS ON FILE						
REGG COUNTY COURTHOUSE	101 E. METHVIN, SUITE 215		LONGVIEW	TX	75601	
AX ASSESSOR-COLLECTOR	PO BOX 1431		LONGVIEW	TX	75606	
367 W. LOOP 281			LONGVIEW	TX	75604	
00 E. LAS COLINAS BLVD	STE 2100		IRVING	TX	75039	
09 N. TAMPA STREET	UNIT 2A		TAMPA	FL	33602	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
33 TRACY			CLARKSVILLE	TN	37040	
EPARTMENT OF PROPERTY TAX	P.O. BOX 372		LAWRENCEVILLE	GA	30046-0372	
EPT. OF PROPERTY TAX	PO BOX 372		LAWRENCEVILLE	GA	30046-0372	
O. BOX 372			LAWRENCEVILLE	GA	30046	
00 WEST LOOP SOUTH	SUITE 1050		HOUSTON	TX	77027	
320 WILSHIRE BLVD	SUITE 300		BEVERLY HILLS	CA	90212-3218	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 1579			GAINESVILLE	GA	30503	
O. BOX 1579	DARLA EDEN CPA, TAX COMM		GAINESVILLE	GA	30503	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
3 BOX 1579			GAINESVILLE	GA	30503	
DDRESS ON FILE						
70 LEXINGTON AVE	7TH FL		NEW YORK	NY	10065	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 3800			HAMPTON	VA	23663-3800	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
REGISTERED AGENT SOLUTIONS, INC.	1400 W MARKHAM ST		LITTLE ROCK	AR	72201	
40 LINCOLN STRET			WORCESTER	MA	01653-0002	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
3 BOX 1368			FRIENDSWOOD	TX	77549-1368	
O. BOX 4622			HOUSTON	TX	77210-4622	
AX ASSESSOR-COLLECTOR	PO BOX 4622		HOUSTON	TX	77210-4622	
3013 NORTHWEST FWY			HOUSTON	TX	77040	
99 INDEPENDENCE PARKWAY	SUITE 200		CHESAPEAKE	VA	23320-5209	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
12 S. STAGECOACH TRAIL			SAN MARCOS	TX	78666	
1001 I-35			KYLE	TX	78640	
M CAL, MONICA LEAL	PO BOX 53028		HOUSTON	TX	77052-3028	
DDRESS ON FILE						
350 SOUTH SYRACUSE STREET	STE 800		DENVER	CO	80237	
DDRESS ON FILE						
DDRESS ON FILE						
35 SW 158TH AVENUE			BEAVERTON	OR	97006-4904	
751 ENTERPRISE ST.			ST. ATHENS	TX	75751	
301 EAST PARHAM ROAD			HENRICO	VA	23228	
3 BOX 90775			HENRICO	VA	23273-0775	
40 HENRY PARKWAY			MCDONOUGH	GA	30253	
AVID CURRY	140 HENRY PARKWAY		MCDONOUGH	GA	30253	
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
55 WILLIAM D. FITCH			COLLEGE STATION	TX	77845-6141	
O MONROE PROPERTIES	ROBERT W. MILLER, JR.	116 E FRANKLIN ST	RICHMOND	VA	23219	
OBERT MILLER	C/O MONROE PROPERTIES	116 E FRANKLIN STREET	RICHMOND	VA	23219	
EPT CH 17148			PALATINE	IL	60055-7091	
O REALTYCOM PARTNERS	999 FIFTH AVE, STE 420		SAN RAFAEL	CA	94901	
506 N. FALKENBURG ROAD			TAMPA	FL	33619	
ANCY B. MILLAN, TAX COLLECTOR	PO BOX 30012		TAMPA	FL	33630-3012	
300 TURTLE CREEK BLVD			DALLAS	TX	75219-6268	
INES, DAVID HALTOM	845 TEXAS ST	STE 3300	HOUSTON	TX	77002-2946	
INES, WILLIAM ELSER	609 MAIN STREET	STE 2400	HOUSTON	TX	77002-3271	
L1 MAIN STREET	5280 CAROLINE STREET		HOUSTON	TX	77004	
24 AVENUE H, SUITE 101			LEVELLAND	TX	79336	
103 HOUSTON ST.			LEVELLAND	TX	79336	
24 AVENUE H STE 101			LEVELLAND	TX	79336	
06 CENTER ST			DEER PARK	TX	77536	
0 BOX 715890			PHILADELPHIA	PA	19171-5890	
DDRESS ON FILE						
08 WASHINGTON ST			VANCOUVER	WA	98660	
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 9001010			LOUISVILLE	KY	40290-1010	
USTIN MOFFITT	817 W. PEACHTREE ST, NW	STE 310	ATLANTA	GA	30308	
ARRY WILSON	817 W. PEACHTREE ST, NW	STE 310	ATLANTA	GA	30308	
0624 BETHEL CHURCH RD			CORNELIUS	NC	28031-7014	
DDRESS ON FILE						
0250 CONSTELLATION BLVD.	5TH FLOOR		LOS ANGELES	CA	90067	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
7 GRAHAM STREET	SUITE 117		SAN FRANCISCO	CA	94129	
151 LATHAM DRIVE			RICHLAND HILLS	TX	76118	
RAMMEL CROW SCOTT KRIKORIAN,						
JSINESS UNIT LEADER/SR MG DIR	2100 MCKINNEY AVE	STE 800	DALLAS	TX	75201	
100 MCKINNEY AVE	SUITE 800		DALLAS	TX	75201-6910	
DDRESS ON FILE						
00 N GREENE ST	STE 1D000		GREENSBORO	NC	27401	
DDRESS ON FILE						
170 STEARNS STREET PMB# 270			SIMI VALLEY	CA	93063	
DDRESS ON FILE						
DDRESS ON FILE						
50 MISSION CT			FREMONT	CA	34539	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
700 KESTER AVE			VAN NUYS	CA	91405	
DDRESS ON FILE						
DDRESS ON FILE						
734 NE HOLLY STREET	UNIT 45206		HILLSBORO	OR	97006	
O. BOX 64378			ST. PAUL	MN	55164-0378	
345 NW ASHFORD CIRCLE			HILLSBORO	OR	97124	
547 PALOS VERDES #298			WALNUT CREEK	CA	94597	
O. BOX 6335	CHURCH STREET STATION		NEW YORK	NY	10249	
527 S FEDERAL WAY	SUITE 103		BOISE	ID	83705-5228	
O. BOX 36			BOISE	ID	83707-0021	
DDRESS ON FILE						
AVID GAMINO- OWNER/PM	1900 N ILLINOIS ST		ARLINGTON	VA	22205	
301 S. FAIR LANE			TEMPE	AZ	85282	
EPT 3146	P.O.BOX 123146		DALLAS	TX	75312-3146	
3810 HAMPTON COVE DR			HOUSTON	TX	77077-2140	
120 6TH AVE.	6TH FLOOR FINANCE DEPT.		NEW YORK	NY	10036	
2 EAST 49TH STREET, 41ST FLOOR			NEW YORK	NY	10017	
O. BOX 775877			CHICAGO	IL	60677-5877	
30 S. AKARD ST	SUITE B1-140		DALLAS	TX	75202-5324	
30 WEST 8TH AVENUE	SUITE 300		EUGENE	OR	97401	
O. BOX 731069			DALLAS	TX	75373-1069	
O. BOX 60687			NASHVILLE	TN	37206	
3 N WACKER DR	SUITE 3330		CHICAGO	IL	60606-3102	
ENTRALIZED INSOLVENCY OPERATION	2970 MARKET STREET	MAIL STOP 5 Q30 133	PHILADELPHIA	PA	19104-5016	
ENTRALIZED INSOLVENCY OPERATION	P.O. BOX 7346		PHILADELPHIA	PA	19101-7346	
EPT 0526	P.O.BOX 120526		DALLAS	TX	75312-0526	
13 MARKET STREET	12TH FLOOR		HARRISBURG	PA	17101	
120 SW HUNZIKER ST			TIGARD	OR	97223	
ED JURIDICA: 3-101-660919			SAN JOSE			COSTA RICA
AY W. MILTENBERGER	3890 WEST NW HWY 7TH FLOOR		DALLAS	TX	75220	
IONROE PROPERTIES	116 E FRANKLIN ST		RICHMOND	VA	23219	
O MONROE PROPERTIES	ROBERT W. MILLER, JR.	116 E FRANKLIN ST	RICHMOND	VA	23219	
OBERT W. MILLER JR	C/O MONROE PROPERTIES	116 E FRANKLIN STREET	RICHMOND	VA	23219	
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 4283			MACON	GA	31208	
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
190 REGENCY PARKWAY	SUITE 300		NORCROSS	GA	30071	
DDRESS ON FILE						
DDRESS ON FILE						
IARCUS LAI, SVP RESIDENTIAL ASSET IGMT	4747 BETHESDA AVE	STE 200	BETHESDA	MD	20814	
503 SE HIDDEN WAY	BLDG 10, STE 100		VANCOUVER	WA	98661	
OSEMARY COOPER	12250 EL CAMINO REAL	STE 380	SAN DIEGO	CA	92130	
30 JEFFERSON COUNTY PARKWAY			GOLDEN	CO	80419	
	716 RICHARD ARRINGTON JR. BLVD. N.		BIRMINGHAM	AL	35203	
FFERSON COUNTY COURTHOUSE	STE. 2520		GOLDEN	CO	80419-2520	
30 JEFFERSON COUNTY PKWY	DEPARTMENT 2075		DENVER	CO	80256-0001	
XX PAYMENTS ONLY	716 RICHARD ARRINGTON JR. BLVD N		BIRMINGHAM	AL	35203-0112	
DOM 160 COURTHOUSE	12250 EL CAMINO REAL	STE 380	SAN DIEGO	CA	92130	
AVID POTTER						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
RBAN DWELL PROPERTY MANAGEMENT	212 E LEIGH ST	STE 1	RICHMOND	VA	23219	
DDRESS ON FILE						
AY W. MILTENBERGER	JLB PEACHTREE LLC	3890 WEST NW HWY, 7TH FL	DALLAS	TX	75220	
5869 SW 65TH AVE	#311		LAKE OSWEGO	OR	97035	
O. BOX 75			CLEBURNE	TX	76033	
309 SOUTH JORDAN ROAD			CENTENNIAL	CO	80112-4219	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
529 OLD US 421 HWY			EAST BEND	NC	27018	
FTN: JOHN D. CASAIS	100 HIGH STREET		BOSTON	MA	02110	
FTN: THOMAS M. WEARSCH	901 LAKESIDE AVENUE		CLEVELAND	OH	44114	
320 NE LOOP 410	STE 700		SAN ANTONIO	TX	78209	
3350 BREN ROAD WEST			MINNETONKA	MN	55343	
320 NE LOOP 410	SUITE 700		SAN ANTONIO	TX	78209	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
CALLE 18-83 VISTA HERMOSA	II EDIFICIO SUPER CENTRO		GUATEMALA CITY			GUATEMALA

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
O. BOX 540667			DALLAS	TX	75354-0667	
520 K AVENUE STE 700-760			PLANO	TX	75074	
DDRESS ON FILE						
DDRESS ON FILE						
266 HIGH POINT ROAD			VILLA RICA	GA	30180	
VENUE COMMISSIONER	1815 COGSWELL AVE.	SUITE 205	PELL CITY	AL	35125	
TTN: MICHAEL G. ADAMS	700 CAPITAL AVE., STE. 152		FRANKFORT	KY	40601	
DDRESS ON FILE						
255 GREENSBORO DRIVE	SUITE 200		MCLEAN	VA	22102	
16 THIRD AVENUE			SEATTLE	WA	98104	
31 S. JACKSON STREET	# 710		SEATTLE	WA	98104	
NG STREET CENTER	201 SOUTH JACKSON STREET #710		SEATTLE	WA	98104	
DDRESS ON FILE						
DDRESS ON FILE						
ASEY A. MILLER	1300 POST OAK BLVD	STE 1650	HOUSTON	TX	77056	
710 E. CAMELACK ROAD	SUITE 100		SCOTTSDALE	AZ	85251	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 1492			NEW HAVEN	CT	06506-1492	
3 NE 3RD AVE STE 365			PORTLAND	OR	97232	
DDRESS ON FILE						
DDRESS ON FILE						
300 SW 145 AVE			DAVIE	FL	33325	
75 SEMINOLE AVE NE	SUITE T06		ATLANTA	GA	30307-3410	
EPT CH 17044			PALATINE	IL	60055-7091	
343 E. GIRARD PLACE	UNIT 220		DENVER	CO	80222	
31 W 1ST ST	STE 200E		RENO	NV	89503	
EPHEN A. KROMER	11890 DONNER PASS RD	STE 400	TRUCKEE	CA	96161	
EPHEN A. KROMER	11890 DONNER PASS ROAD, SUITE 4		TRUCKEE	CA	96161	
1890 DONNER PASS RD #4			TRUCKEE	CA	96161	
EPHEN KROMER	1150 MATLEY LANE		RENO	NV	89502	
DDRESS ON FILE						
32 BENTON STREET			GOOSE CREEK	SC	29445	
DDRESS ON FILE						
BA LAKESIDE APARTMENTS	301 LAKESHORE BLVD N		SLIDELL	LA	70461	
DDRESS ON FILE						
749 MALLORY LANE			BRENTWOOD	TN	37027-2931	
O. BOX 9860			COLLEGE STATION	TX	77842-7860	
NDMARK PROPERTY SERVICES INC.	4901 DICKENS RD	STE 101	RICHMOND	VA	23230-1952	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
ICHEALLE HIRSCHI	1425 E CARY ST		RICHMOND	VA	23219-4250	
SSOCIATES III, LLP	2905 NORTHWEST BOULEVARD		PLYMOUTH	MN	55441	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441	
545 LYELL AVENUE	SUITE 200		ROCHESTER	NY	14606	
DDRESS ON FILE						
AVID COCANOUGH	3500 MAPLE AVENUE	STE 1600	DALLAS	TX	75219	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
ASSCO, VALIANT RESIDENTIAL, YVETTE MILLER	2050 MAIN ST	STE 650	IRVINE	CA	92614	
315 WETHERBURN WAY			NORCROSS	GA	30092	
DDRESS ON FILE						
DDRESS ON FILE						
NNIFER SWARTZ, SR. DIR. OF PROPERTY OPERATIONS	9 E FRANKLIN ST		RICHMOND	VA	23219	
O. BOX 910182			DENVER	CO	80291-0182	
FTN: TYLER ZECKER	1025 ELDORADO BLVD		BROOMFIELD	CO	80021	
FTN: TYLER ZECKER	P.O. BOX 910182		DENVER	CO	80291-0182	
340 CROWN POINTE PKWY STE 775			ATLANTA	GA	30338	
DDRESS ON FILE						
DDRESS ON FILE						
LLLP	2905 NW BOULEVARD		PLYMOUTH	MN	55441	
105 W. COUNTY LINE ROAD	SUITE 3		JACKSON	NJ	08527	
3 BOX 27135			NEW YORK	NY	10087-7135	
420 BURDETTE ROAD SE			MABLETON	GA	30125	
DDRESS ON FILE						
15 E. LINCOLN WAY			SPARKS	NV	89431	
370 CLAIRMONT ROAD SE	SUITE 180		BROOKHAVEN	GA	30329	
DDRESS ON FILE						
2228 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0622	
DDRESS ON FILE						
LLIAN PACIFIC	1615 SE 3RD AVE	#100	PORTLAND	OR	97214	
AVID DANISH	233 S WACKER DR		CHICAGO	IL	60606	
O. BOX 355			BRASELTON	GA	30517-0006	
171 WARD ROAD	UNIT 1		WHEAT RIDGE	CO	80033	
O. BOX 16			MARTIN	GA	30557	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
LLIAN PACIFIC	1615 SE 3RD AVE	#100	PORTLAND	OR	97214	
DDRESS ON FILE						
O. BOX 301628			DALLAS	TX	75303-1628	
50 PERIMETER CENTER NORTH	LEASING OFFICE		ATLANTA	GA	30346	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
CCOUNTS DEPARTMENT	DEPT CH 16974		PALATINE	IL	60055-6974	
DDRESS ON FILE						
ENNETH HAHN HALL OF						
DMINISTRATION	500 W. TEMPLE STREET		LOS ANGELES	CA	90012	
25 N. HILL STREET #1			LOS ANGELES	CA	90012	
3 BOX 54027			LOS ANGELES	CA	30067	
ANA FRANCA AMERICA	EDIFICIO ADMINISTRATIVO	HEREDIA	SAN JOSE			COSTA RICA
28 WEST WILKINS			LEAGUE CITY	TX	77573	
O. BOX 201			BATON ROUGE	LA	70821-0201	
O. BOX 3550			BATON ROUGE	LA	70821-3550	
TTN: KYLE R. ARDOIN	8585 ARCHIVES AVE.		BATON ROUGE	LA	70809	
O. BOX 60020			NEW ORLEANS	LA	70160	
3 BOX 530954			ATLANTA	GA	30353-0954	
105 MIRA MESA BOULEVARD	SUITE 200		SAN DIEGO	CA	92121	
TTN: MICHELLE MELSON	6405 MIRA MESA BOULEVARD	SUITE 200	SAN DIEGO	CA	92121	
O. BOX 638364			CINCINNATI	OH	45263-8364	
DDRESS ON FILE						
DDRESS ON FILE						
294 WEST SAHARA AVENUE			LAS VEGAS	NV	89117	
ANE LOWRY, PRIVATE EQUITY GROUP	C/O OPTIMAL PRODUCTIVITY					
.C	SYSTEMS INC	10117 SE, STE 707	CLACKAMAS	OR	97015	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
3 BOX 4724			MACON	GA	31208-4724	
38 THIRD STREET			MACON	GA	31201	
RAKE FOX	9 BATTERBROOK CT		KINGSVILLE	MD	21087	
RAKE FOX	C/O BARNIFF PROPERTY MGT.	P.O. BOX 699	OCEAN CITY	MD	21843	
379 FREEDOM CIRCLE	12TH FLOOR		SANTA CLARA	CA	95054	
30 CRESCENT COURT	SUITE 1425		DALLAS	TX	75201-1890	
.X VENTURES	300 CRESCENT CT	STE 1425	DALLAS	TX	75201-1890	
GARTHY ERDOSSY	5790 FLEET ST	STE 140	CARLSBAD	CA	92008	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
BA METZGER ALBEE PUBLIC RELATIONS	2503 WALNUT STREET		BOULDER	CO	80302-5705	
O THE MILESTONE GROUP	5429 LBJ FREEWAY	STE 800	DALLAS	TX	75402	
DDRESS ON FILE						
75 N. MARIETTA PARKWAY			MARIETTA	GA	30060	
O BOX 266			TUCKER	GA	30085	
50 B STREET	SUITE 2750		SAN DIEGO	CA	92101	
1301 FNB PARKWAY	SUITE 201		OMAHA	NE	68154	
560 LENOX ROAD	SUITE 2400		ATLANTA	GA	30326	
TTN: ERICK COOPER	1166 AVENUE OF THE AMERICAS		NEW YORK	NY	10036	
166 AVENUE OF THE AMERICAS			NEW YORK	NY	10036	
DDRESS ON FILE						
DDRESS ON FILE						
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DDRESS ON FILE						
520 BROOK RD			RICHMOND	VA	23227	
129-A NORTHWOOD DRIVE			SALISBURY	MD	21801	
DDRESS ON FILE						
36 S. DOUGLAS ROAD	10TH FLOOR		CORAL GABLES	FL	33134-3157	
TTN: ANDREA MAYER	806 S. DOUGLAS ROAD	10TH FLOOR	CORAL GABLES	FL	33134	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
151 E. YALE CIRCLE	#313		DENVER	CO	80222	
144 WEDDINGTON RD NW	SUITE 140		CONCORD	NC	28027-3480	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
536 SW 146 PL			MIAMI	FL	33186	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
TTN: ACCOUNTS RECEIVABLE	800 E. CANAL STREET		RICHMOND	VA	23219-3916	
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
OCKWOOD KIM REED	500 E BROWARD BLVD	STE 1130	FT. LAUDERDALE	FL	33394	
O. BOX 12853			PHILADELPHIA	PA	19176-0853	
125 WESTERN AVE	SUITE 208		SEATTLE	WA	98121	
ALERIE C. WOODARD CENTER	3205 FREEDOM DRIVE, SUITE 3000		CHARLOTTE	NC	28208	
O. BOX 71063			CHARLOTTE	NC	28272-1063	
30 E. BROOKLYN VLG AVE.			CHARLOTTE	NC	28202	
42 S. CENTRAL EXPRESSWAY			RICHARDSON	TX	75080	
GEORGE R. WALKER, WAYNE PIERCE	ONE MADISON PLAZA	STE 2100	MADISON	MS	39110	
230 SE KING ROAD #180			MILWAUKEE	WI	97222	
O. BOX 77000 DEPT#771746	ATTN RADB ACCOUNTS REC MAINT-AS31939		DETROIT	MI	48277-1746	
O BOX 804466			KANSAS CITY	MO	64180-4466	
O. BOX 4500	UNIT 20		PORTLAND	OR	97208-4500	
MICHAEL FLOYD	933 PEACHTREE ST NE	STE 101	ATLANTA	GA	30309	
MICHAEL FLOYD	933 PEACHTREE ST NE SUITE 101		ATLANTA	GA	30309	
PERSONAL PROPERTY TAX DEPARTMENT	PO BOX 305012		NASHVILLE	TN	37230-5012	
O BOX 196358			NASHVILLE	TN	37219-6358	
DDRESS ON FILE						
IFREVF-BILTMORE	855 WEST PEACHTREE STEET		ATLANTA	GA	30308	
30 NW 2ND AVENUE			MIAMI	FL	33128	
30 NW 2ND AVE.			MIAMI	FL	33128	
30 NW 2ND AVENUE			MIAMI	FL	33128-1733	
DDRESS ON FILE						
306 JEBBS COURT NW			KENNESAW	GA	30144	
303 E ARAPAHO RD	SUITE 150B		RICHARDSON	TX	75081	
MES ANTHONY	702 OBERLIN RD		RALEIGH	NC	27605	
O BROMLEY COMPANIES	120 5TH AVE	FLOOR 11	NEW YORK	NY	10011-5635	
O BOX 583782			MINNEAPOLIS	MN	55458	
317 CHATEAU LANE			SMYRNA	GA	30082	
715 US HWY 46	LEASING OFFICE		PARSIPPANY	NJ	07054	
17 TOWLER SHOALS DRIVE			LOGANVILLE	GA	30052	
DDRESS ON FILE						
305 NORTHWEST BLVD	SUITE 150		PLYMOUTH	MN	55441-2644	
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
SSOCIATES IX, LLLP	2905 NORTHWEST BOULEVARD		PLYMOUTH	MN	55441	
305 NORTHWEST BLVD	SUITE 150		PLYMOUTH	MN	55441-2644	
' LP	2905 NORTHWEST BLVD		PLYMOUTH	MN	55441	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441-2644	
D. BOX 64621			ST. PAUL	MN	55164-0621	
SSOCIATES II, LLLP	2905 NW BLVD		PLYMOUTH	MN	55441	
, LLP	2905 NORTHWEST BLVD, STE 150		PLYMOUTH	MN	55441	
711 FOREST DRIVE			COLUMBIA	SC	29206-3125	
DDRESS ON FILE						
DDRESS ON FILE						
FTN: MICHAEL WATSON	401 MISSISSIPPI STREET		JACKSON	MI	39201	
		MISSOURI STATE INFORMATION CENTER, ROOM 322				
FTN: JOHN R. ASHCROFT	600 W MAIN ST.		JEFFERSON CITY	MO	65101-0778	
DDRESS ON FILE						
DDRESS ON FILE						
389 MAPLE AVENUE	SUITE 200		DALLAS	TX	75219-3916	
A HARRISON COMPANIES, CHRISTOPHER HARRISON	1100 RICHMOND HWY		RICHMOND	VA	23224	
CHRISTOPHER HARRISON	5301 WEST CIRCLE	STE 147	BETHESDA	MD	20816	
50 WARREN STREET			JERSEY CITY	NJ	07302	
255 GLADES ROAD	SUITE 423A		BOCA RATON	FL	33431-8509	
790 COOPER LAKES DR			GRAYSON	GA	30017	
300 GRANITE PARKWAY, SUITE 1000			PLANO	TX	75024	
NE POINTE DR	4TH FLOOR		BREA	CA	92821-7625	
3 BOX 740417			LOS ANGELES	CA	90074-0417	
39 GLADSTELL ST.			CONROE	TX	77301	
50 PAGEANT LANE, SUITE 101-B			CLARKSVILLE	TN	37040	
30 N. SAN JACINTO ST.			CONROE	TX	77301	
AMMY J MCRAE	400 N SAN JACINTO ST		CONROE	TX	77301-2823	
MBERLY . WIGGINS, MBA	350 PAGEANT LN, SUITE 101-B		CLARKSVILLE	TN	37040-3813	
50 PAGEANT LANE	SUITE 101-B		CLARKSVILLE	TN	37040	
DDRESS ON FILE						
125 E CARY ST			RICHMOND	VA	23219-4250	
WITH JACKSON	1425 E CARY ST		RICHMOND	VA	23219-4250	
FFANY COOPER	1425 E CARY ST		RICHMOND	VA	23219-4250	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
125 E CARY ST			RICHMOND	VA	23219-4250	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
3 BOX 101822			PASADENA	CA	91189-1822	
DDRESS ON FILE						
33 S. HAMMOND DR.	SUITE 100		MONROE	GA	30655	
125 E CARY ST			RICHMOND	VA	23219-4250	
32 EAST 12TH STREET	#8B		NEW YORK	NY	10003	
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 520297			LONGWOOD	FL	32752	
3 BOX 2716			PORTLAND	OR	97208-2716	
3451 MILL RUN CIRCLE	SUITE 100		OWINGS MILLS	MD	21117-5577	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
55 CALIFORNIA ST	SUITE 850		SAN FRANCISCO	CA	94111	
224 BURY DR			EDEN PRAIRIE	MN	55346-1718	
XX COLLECTOR	P.O. BOX 30012		TAMPA	FL	33630-3012	
321 WHITTIER AVE			MCLEAN	VA	22101	
YDE P. HOLLAND, JR.	1111 MAIN ST SUITE 700		VANCOUVER	WA	98660	
YDE P. HOLLAND, JR.	1111 MAIN ST	STE 700	VANCOUVER	WA	98660	
O. BOX 196358			NASHVILLE	TN	37219-6358	
O. BOX 305099			NASHVILLE	TN	37230-5099	
DDRESS ON FILE						
FTN: KAREN CORDRY	1850 M ST., NW 12TH FLOOR		WASHINGTON	DC	20036	
O. BOX 35540			NEWARK	NJ	07193-5540	
340 GRANITE RIDGE DRIVE	SUITE 200		SAN DIEGO	CA	92123	
300 EAST WARREN AVENUE			DENVER	CO	80231	
BP CAPITAL	1640 NW IRVING ST		PORTLAND	OR	97209	
O. BOX 26504			RALEIGH	NC	27611-6504	
SCAL MANAGEMENT DIVISION	4325 MAIL SVC CENTER		RALEIGH	NC	27699-4300	
75 5TH AVENUE	STE 3005		NEW YORK	NY	10017-2422	
1871 ABILENE WAY			WOODBIDGE	VA	22193	
300 WEST LOOP SOUTH	SUITE 410		HOUSTON	TX	77027	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
500 WEST LOOP SOUTH	SUITE 410		HOUSTON	TX	77027	
11 MOOREFIELD PARK DRIVE	SUITE A		NORTH CHESTERFIELD	VA	23236	
DDRESS ON FILE						
DDRESS ON FILE						
11 W. 1ST ST	SUITE 200E		RENO	NV	89503	
10 E. WARM SPRINGS RD	SUITE 200		LAS VEGAS	NV	89119	
FTN: BARBARA K. CEGAVSKE	NEVADA STATE CAPITOL BUILDING	101 NORTH CARSON STREET, SUITE 3	CARSON CITY	NV	89701	
1067 W. SAIDE COURT			BUCKEYE	AZ	85396-4501	
1900 SE BLUFF RD			SANDY	OR	97055	
FTN: TAHESHA WAY	125 W STATE ST		TRENTON	NJ	08608	
FTN: FOUNTAINHEAD LLC, MONROE PROPERTIES	13 B SOUTH 15TH ST		RICHMOND	VA	23219	
FTN: ROBERT J. RODRIGUEZ	123 WILLIAM STREET		NEW YORK	NY	10038-3804	
FATE PROCESSING CENTER	P.O. BOX 15310		ALBANY	NY	12212-5310	
DDRESS ON FILE						
1 BOX 31001-2895			PASADENA	CA	91110-2895	
1340 LAKEFIELD DRIVE	SUITE 200		JOHNS CREEK	GA	30097	
265 VIRGO ROAD			OAKLAND	CA	94611	
P.O. BOX 2945			BAXTER	MN	56425-6645	
DDRESS ON FILE						
100 FORGE BPS	2727 LBJ FWY	STE 806	DALLAS	TX	75234	
170 FIRST FINANCIAL DRIVE	SUITE 303		BURLINGTON	KY	41005-9030	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
100CKBOX, DEPT. 4929			CAROL STREAM	IL	60122-0001	
DDRESS ON FILE						
DDRESS ON FILE						
1085 ANDREW DRIVE	SUITE A		WEST CHESTER	PA	19380	
100 WELCH LLP	P.O. BOX 745466		ATLANTA	GA	30374-5466	
DIVISION OF EMPLOYMENT SECURITY	POST OFFICE BOX 26504		RALEIGH	NC	27611-6504	
FTN: ELAINE F. MARSHALL	2 SOUTH SALISBURY STREET		RALEIGH	NC	27601-2903	
521 CAHABA VALLEY ROAD			BIRMINGHAM	AL	35242-4901	
35 E MAIN ST	SUITE 210		GREENWOOD	IN	46143	
50 SW TAYLOR ST.			PORTLAND	OR	97204	
1 BOX 6017			PORTLAND	OR	97228-6017	
P.O. BOX 660322			DALLAS	TX	75266-0322	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
294 HAMMERWOOD AVENUE			SUNNYVALE	CA	94089	
ADDRESS ON FILE						
1575 SW PACIFIC HWY # 280			PORTLAND	OR	97223	
2 SEATOWNE			FENWICK ISLAND	DE	19944-9519	
ADDRESS ON FILE						
ADDRESS ON FILE						
TTN: HOLLI SULLIVAN	200 W. WASHINGTON ST., ROOM 201		INDIANAPOLIS	IN	46204	
TTN: STEVE SIMON	FIRST NATIONAL BANK BUILDING	332 MINNESOTA STREET, SUITE N201	ST. PAUL	MN	55101	
TTN: KATIE HOBBS	1700 W WASHINGTON ST FL 7		PHOENIX	AZ	85007-2808	
TTN: JOHN C. WOBENSMITH	16 FRANCIS ST # 1		ANNAPOLIS	MD	21401	
TTN: DOUG LAFOLLETTE	B41 WEST, STATE CAPITOL,		MADISON	WI	53702	
TTN:	U.S. DEPARTMENT OF JUSTICE	844 KING STREET, SUITE 2207, LOCKBOX #35	WILMINGTON	DE	19801	
O. BOX 17291			BALTIMORE	MD	21297-0365	
2801 N. STEMMONS FREEWAY	SUITE 808		DALLAS	TX	75234-5836	
O. BOX 538616			ATLANTA	GA	30353	
ADDRESS ON FILE						
52 CLAYTON ST	FLOOR 4		DENVER	CO	80206-4814	
O. BOX 89			COLUMBIA	SC	29202-0089	
NE FINANCIAL WAY			CINCINNATI	OH	45242	
TTN: FRANK LAROSE	22 NORTH FOURTH STREET		COLUMBUS	OH	43215	
100 OLYMPUS BLVD	SUITE 420		COPPELL	TX	75019-5473	
11 E. CLINTON AVE			ATHENS	TX	75751	
OFFICE AT LEGACY VILLAGE	25333 CEDAR ROAD		LYNDHURST	OH	44124	
31 WILMINGTON W. CHESTER PIKE	UNIT 3, #403		GLEN MILLS	PA	19342	
BECCA BRYAN	13 S 15TH ST	STE B	RICHMOND	VA	23219	
R ID 8890	P.O. BOX 2153		SALEM	OR	97308-2153	
135 NE EVERGREEN PARKWAY	SUITE 1220		HILLSBORO	OR	97124	
TTN: TREASURER-TAX COLLECTOR	P.O. BOX 1438		SANTA ANA	CA	92702-1438	
PO BOX 545100			ORLANDO	FL	32854-5100	
PROPERTY TAX DEPT.	200 S. ORANGE AVE.	16TH FLR.	ORLANDO	FL	32801	
COUNTY SERVICE CENTER	601 N. ROSS STREET		SANTA ANA	CA	92701	
FFERY D. SMITH	4386 SW MACADAM AVE.	STE 102	PORTLAND	OR	97124	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
PO BOX 14260			SALEM	OR	97309-5060	
ATTN: SHEMA FAGAN	255 CAPITOL ST. NE, SUITE 151		SALEM	OR	97310	
16 OLIVE STREET			SANTA BARBARA	CA	93101	
16 OLIVE STREET			SANTA BARBARA	CA	93101	
ADDRESS ON FILE						
ALL AYERS, HOA PRESIDENT	119 OLD LANDING RD		OCEAN CITY	MD	21842	
COUNCIL OF UNIT OWNERS	119 OLD LANDING RD		OCEAN CITY	MD	21842-4835	
25 NE MULTNOMAH	SUITE 1700		PORTLAND	OR	97232	
PO BOX 2799			PORTLAND	OR	97208-2799	
3350 S.W. SEQUOIA PARKWAY	SUITE 300		PORTLAND	OR	97224	
ADDRESS ON FILE						
ADDRESS ON FILE						
P.O. BOX 3715			WEST PALM BEACH	FL	33402-3715	
TX COLLECTOR	P.O. BOX 3353		WEST PALM BEACH	FL	33402-3353	
CONSTITUTIONAL TAX COLLECTOR	301 N. OLIVE AVE.		WEST PALM BEACH	FL	33401	
P.O. BOX 734265			DALLAS	TX	75373-4265	
OMESIDE PROPERTIES INC.	2555 WESTSIDE PKWAY	STE 600	ALPHARETTA	GA	30004	
ADDRESS ON FILE						
755 MEDICAL PARK DRIVE			AUSTELL	GA	30106-6826	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441	
MICHAEL HUNTER	101 WEST COMMERCE RD		RICHMOND	VA	23224	
PO BOX 276			DADE CITY	FL	33526-0276	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
39 FIFTH AVE	STE 420, ATTN: ACCTG DEPT		SAN RAFAEL	CA	94901	
501 ETERS BLVD.	STE 150		IRVING	TX	75063	
300 COMMERCE DRIVE	P. O. BOX 69703		HARRISBURG	PA	17106-9703	
PO BOX 532658			ATLANTA	GA	30353-2658	
REYSTAR	3300 N CENTRAL AVE		PHOENIX	AZ	85012	
355 NW YEON AVENUE #150			PORTLAND	OR	97210	
ATTN: ANDREA ANDERSON	16101 LA GRANDE DR.		LITTLE ROCK	AR	72223	
ATTN: ANDREA ANDERSON	P.O. BOX 841444		DALLAS	TX	75284-1444	
P.O. BOX 841444			DALLAS	TX	75284-1444	
35 COMMERCE PARK DRIVE	SUITE C		MARIETTA	GA	30060	
PO BOX 24643			SEATTLE	WA	98124-0643	
ADDRESS ON FILE						
ADDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
O. BOX 5750			CAROL STREAM	IL	60197-5750	
DDRESS ON FILE						
DDRESS ON FILE						
O BOX 34243			SEATTLE	WA	98124-1243	
O BOX 997300			SACRAMENTO	CA	95899-7300	
O BOX 3340			PORTLAND	OR	97208-3340	
DDRESS ON FILE						
DDRESS ON FILE						
O BOX 11621			TACOMA	WA	98411	
401 S. 35TH STREET	ROOM 142		TACOMA	WA	98409	
O. BOX 11621			TACOMA	WA	98411-6621	
335 MARKET STREET			PHILADELPHIA	PA	19103	
O BOX 6340			CLEARWATER	FL	33758	
O BOX 6340			CLEARWATER	FL	33758	
DDRESS ON FILE						
19 S ROYAL ST			ALEXANDRIA	VA	22314	
376 RICHARDSON DRIVE			AUBURN	CA	95603	
376 RICHARDSON DR.			AUBURN	CA	95603	
376 RICHARDSON DRIVE			AUBURN	CA	95603-2640	
O. BOX 418759			BOSTON	MA	02241-8759	
1792 HIDDEN HILLS RD. H			LAGUNA NIGUEL	CA	92677	
FTN: LEASING OFFICE	1215 HERMITAGE RD		RICHMOND	VA	23220	
O. BOX 6482			RICHMOND	VA	23230	
ETH KELLER	42774 LOCKLEAR TERRACE		SOUTH RIDING	VA	20152	
ETH KELLER	11100 W BROAD ST		RICHMOND	VA	23060	
21 SW SALMON ST			PORTLAND	OR	97204	
21 SW WASHINGTON	SUITE 100		PORTLAND	OR	97205	
FTN: PRESIDENT OR GENERAL COUNSEL	921 SW WASHINGTON	SUITE 100	PORTLAND	OR	97205	
710 E. CAMELBACK RD	STE 100		SCOTTSDALE	AZ	85251	
DDRESS ON FILE						
DDRESS ON FILE						
101 BUCHAN STREET	SUITE 220		MONTREAL	QC	H4P 2R9	CANADA
LANDMARK SQUARE	SUITE 207		STAMFORD	CT	06901	
40 LANDMARK SQUARE, SUITE 207			STAMFORD	CT	06901	
387 MT DIABLO BLVD	SUITE B100		LAFAYETTE	CA	94549-3744	
300 CROWN ROAD, SW			ATLANTA	GA	30304-9998	
10 AMLI RESIDENTIAL PROPERTIES	141 W JACKSON BLVD	#300	CHICAGO	IL	60604	
11 W. JACKSON BLVD	SUITE 300		CHICAGO	IL	60604-3123	
P DIRECTOR - TIM GRAFF	7 GIRALDA FARMS		MADISON	NJ	07940	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
GIRALDA FARMS			MADISON	NJ	07940	
189 FLAMINGO STREET			BEAUMONT	CA	92223-3141	
245 BRIGHTON HENRIETTA TOWN LINE D			ROCHESTER	NY	14623	
700 HILLSBOROUGH ST			RALEIGH	NC	27605	
O. BOX 51461			LOS ANGELES	CA	90051-6307	
3 E FRANKLIN ST			RICHMOND	VA	23210	
DDRESS ON FILE						
30 SHUMAN BLVD.	SUITE 115		NAPERVILLE	IL	60563	
O. BOX 95000-5995			PHILADELPHIA	PA	19195-5995	
NE ATLANTA PLAZA	950 EAST PACES FERRY ROAD, NE. STE 2000		ATLANTA	GA	30326	
O BOX 671			MILWAUKEE	WI	53201-0671	
COMPLEJO PLAZA TEMPO, 3ER PISO	ESCAZU AUTOPISTA PROSPERO FERNANDEZ		SAN JOSE			COSTA RICA
M AND CELIA SEASE	1-3 WEST BROAD ST		RICHMOND	VA	23220	
DDRESS ON FILE						
O. BOX 337			MAUGANSVILLE	MD	21767	
576 FREEDOM AVE NW			NORTH CANTON	OH	44720	
D BOX 4167			PORTLAND	OR	97208-4167	
JC FEE - PUB UTILITY COMM. OF OR	PO BOX 2153		SALEM	OR	97308-2153	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
538 YATES AVENUE			COMMERCE	CA	90040-2622	
15 RIVER ST			KENT	OH	44240	
O. BOX 781393			PHILADELPHIA	PA	19178-1393	
33 WALL AVE			OGDEN	UT	84404	
DDRESS ON FILE						
350 ULMERTON ROAD	SUITE 7A		LARGO	FL	33771	
FTN: KEITH ZALENSKI	7850 ULMERTON ROAD	SUITE 7A	LARGO	FL	33771	
DDRESS ON FILE						
11 WEST 1ST STREET	DBA TRUCKEE RIVER TERRACE APARTMENTS		RENO	NV	89503	
RIAN OATS, EXMGR, GREENVILLE ALLAS OWNER	C/O POLLACK SHORES REAL ESTATE GRP LLC	5605 GLENRIDGE DRIVE, STE 775	ATLANTA	GA	30342-1378	
ARL WALTON, SENIOR DIRECTOR OF INOVATION AND DESIGN, PROPERTY MANAGEMENT	5605 GLENRIDGE DR.	STE 775	ATLANTA	GA	30342	
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
350 GLENDALE-MILFORD ROAD	SUITE 250		CINCINNATI	OH	45242-3746	
300 PATTERSON AVENUE			RICHMOND	VA	23221	
DDRESS ON FILE						
O. BOX 247			MANVEL	TX	77578	
3LON AT GALLERIA NORTH, JENNY DPE, PORTICO PROPERTY MGMT	100 WAUGH DRIVE, STE 600	C/O THE LIONSTONE GRP	HOUSTON	TX	77007	
FTN: COMMERCIAL CARD SERVICES	2050 PARKWAY OFFICE CIRCLE		HOOVER	AL	35244	
FTN: MARK ROHS	6343 ROSEWELL ROAD NE		ATLANTA	GA	30328	
343 ROSEWELL ROAD NE			ATLANTA	GA	30328	
3 HUDSON YARDS			NEW YORK	NY	10001	
O. BOX 844602			BOSTON	MA	02284-4602	
3 BOX 2070			HAGERSTOWN	MD	21742	
30 E. RANDOLPH STREET	SUITE 2100		CHICAGO	IL	60601-6223	
705 US HWY 31			BAY MINETTE	AL	36507	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
FTN: ZACHARY SHAPIRO	ONE RODNEY SQUARE	920 NORTH KING STREET	WILMINGTON	DE	19801	
DDRESS ON FILE						
300 HENNEMAN WAY			MCKINNEY	TX	75070	
362 NORTHLAKE CREEK COVE			TUCKER	GA	30084	
DDRESS ON FILE						
O. BOX 844580			BOSTON	MA	02284-4580	
787 N WILDWOOD ROAD			MEMPHIS	TN	38135	
311 OSBORNE TNPk			HENRICO	VA	23231	
15 E. COMMERCE STREET	SUITE 300		SAN ANTONIO	TX	78205	
240 NORTHSIDE PARKWAY NW			ATLANTA	GA	30327	
55 S. MADISON STREET	SUITE 214		DENVER	CO	80209	
O. BOX 12005			RIVERSIDE	CA	92502-2205	
3 BOX 12005			RIVERSIDE	CA	92502-2205	
3HN F. TAVAGLIONE EXECUTIVE ANNEX	4080 LEMON ST.		RIVERSIDE	CA	92501	
328 WAYLAND AVE			DAYTON	OH	45420	
3ALTY MOGUL	7910 WOODMONT AVE	#350	BETHESDA	MA	20814	
DDRESS ON FILE						
DDRESS ON FILE						
3B SMITH, VP STRATEGIC INITIATIVES	233 S WACKER DRIVE	STE 4200	CHICAGO	IL	60606	
11 JUSTIN ROAD			ROCKWALL	TX	75087	
11 JUSTIN ROAD			ROCKWALL	TX	75087-4842	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 1025			OLALLA	WA	98359	
DDRESS ON FILE						
55 S. MADISON STREET	SUITE 214		DENVER	CO	80209	
22 S RIVERSIDE PLZ	34TH FL		CHICAGO	IL	60606-6011	
IVESTMENT PROCESSING DEPT	C/O DST SYSTEMS, INC.	P.O. BOX 219985	KANSAS CITY	MO	64121-9985	
350 TURNBERRY WAY			DULUTH	GA	30097	
DDRESS ON FILE						
DDRESS ON FILE						
ISTORIC COURTHOUSE, ROOM 102			MURFREESBORO	TN	37130	
O. BOX 1316			MURFREESBORO	TN	37133	
O BOX 1316			MURFREESBORO	TN	37133	
201 THIRD AVENUE	SUITE 3400		SEATTLE	WA	98101	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 730532			DALLAS	TX	75373-0532	
30 HIGH STREET SE			SALEM	OR	97312	
DDRESS ON FILE						
O. BOX 203141			DALLAS	TX	75320-3141	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
58 WEST HOSPITALITY LANE, FIRST FL.			SAN BERNARDINO	CA	92415-0360	
58 W. HOSPITALITY LANE	FIRST FLOOR		SAN BERNARDINO	CA	92408	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
AX AND COLLECTIONS	70 W. HEDDING ST., E. WING, 6TH FL.		SAN JOSE	CA	95110	
ANTA ROSA COUNTY ADMINISTRATION	6495 CAROLINE STREET E.		MILTON	FL	32570	
DDRESS ON FILE						
DDRESS ON FILE						
O BOX 64303			FORT WORTH	TX	76164	
2350 HWY 65 NE			EAST BETHEL	MN	55005	
DDRESS ON FILE						
OCK BOX: 800321	P.O. BOX 983122		BOSTON	MA	02298-3122	
58 W. HOSPITALITY LANE, FIRST FLOOR			SAN BERNARDINO	CA	92415-0360	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
100 17TH STREET NW	SUITE 1150		WASHINGTON	DC	20036	
FTN: MARK HAMMOND	1205 PENDLETON STREET	SUITE 525	COLUMBIA	SC	29201	
3 W HEDDING STREET	EAST WING, 6TH FLOOR		SAN JOSE	CA	95110-1767	
2 PIEDMON CTR	STE 100		ATLANTA	GA	30305	
DDRESS ON FILE						
30 STOVALL ST, SE			ATLANTA	GA	30316	
DDRESS ON FILE						
1900 SE BLUFF RD			SANDY	OR	97055	
O. BOX 75			CLEBURNE	TX	76033-0075	
DDRESS ON FILE						
DDRESS ON FILE						
1500 COASTAL HIGHWAY			OCEAN CITY	MD	21842-2443	
1500 COSTAL HIGHWAY			OCEAN CITY	MD	21842	
AFFAELE ALLEN, ASSET MGR	PO BOX 11659		NORFOLK	VA	23517-0659	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
		ONE ASHBURTON PLACE, ROOM 1611	BOSTON	MA	02108-1512	
FTN: WILLIAM FRANCIS GALVIN	MCCORMACK BUILDING					
FTN: KAY COLES JAMES	P.O. BOX 1475		RICHMOND	VA	23218	
FTN: NANCY STRATTON	2550 GATEWAY RD		CARLSBAD	CA	92009-1742	
FTN: NANCY STRATTON	P.O. BOX 742202		LOS ANGELES	CA	90074-2202	
O. BOX 742202			LOS ANGELES	CA	90074-2202	
3 BOX 742202			LOS ANGELES	CA	90074-2202	
O. BOX 631140			CINCINNATI	OH	45263-1148	
220 SE 6TH AVE			PORTLAND	OR	97202	
REEN LIGHT DEVELOPMENT	3050 SE DIVISION ST.	#270	PORTLAND	OR	97202	
DDRESS ON FILE						
327 ANDERSON HIGHWAY			POWHATAN	VA	23139	
525 CUMBERLAND BOULEVARD	SUITE 250		ATLANTA	GA	30339-3391	
525 CUMBERLAND BLVD SE	SUITE 250		ATLANTA	GA	30339	
ONNA WINKENFELD, MCKINLEY INC -						
ASING OFFICE	4001 NORTH PINE ISLAND RD		SUNRISE	FL	33351	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
32 DEPOT STREET			COLUMBIANA	AL	35051	
O. BOX 2751			MEMPHIS	TN	38101	
O. BOX 1298	PROPERTY TAX COMMISSIONER		COLUMBIANA	AL	35051-4088	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
3 BOX 2751			MEMPHIS	TN	38101	
3 BOX 2751	REGINA MORRISON NEWMAN		MEMPHIS	TN	38101-2751	
O. BOX 37014			BALTIMORE	MD	21297-3014	
ADDRESS ON FILE						
ADDRESS ON FILE						
30 DAVIDSON AVE			SOMERSET	NJ	08873	
150 CHURCH ST.	SUITE 1012		SANFORD	FL	32771	
MPSON PROPERTY GROUP, SHAWN ROBEK	7601 E TECHNOLOGY WAY	STE 600	DENVER	CO	80237-3190	
ACKFIN REAL ESTATE INVESTORS, LLC	3330 N WASHINGTON BLVD.	#200	ARLINGTON	VA	22201	
319 MONUMENT AVE			RICHMOND	VA	23221	
101 WILSON BLVD	STE 200		ARLINGTON	VA	22201	
ACKFIN REAL ESTATE INVESTORS, LLC	3330 N WASHINGTON BLVD.	#200	ARLINGTON	VA	22201	
ADDRESS ON FILE						
JANNA PULIDO	235 MONTGOMERY ST	FLOOR 16	SAN FRANCISCO	CA	94104-3104	
3883 NETWORK PLACE			CHICAGO	IL	60673-1288	
30 SPECTRUM CENTER DRIVE	SUITE 600		IRVINE	CA	92618	
305 PREMIERE PARKWAY			DULUTH	GA	30097	
ADDRESS ON FILE						
ADDRESS ON FILE						
110 E UNION AVE.	SUITE 200		DENVER	CO	80237	
ADDRESS ON FILE						
380 CENTURY PARK EAST	SUITE 1415		LOS ANGELES	CA	90067	
545 PEACHTREE ST	SUITE 260		ATLANTA	GA	30309-7030	
17 WEST PEACHTREE ST.	SUITE 400		ATLANTA	GA	30308-1144	
501 EAST TECHNOLOGY WAY	SUITE 600		DENVER	CO	80237	
MPSON HOUSING LLP	817 PEACHTREE ST	STE 400	ATLANTA	GA	30308	
545 PEACHTREE STREET	SUITE 260		ATLANTA	GA	30309-7030	
17 WEST PEACHTREE ST	#400		ATLANTA	GA	30308	
525 MAIN STREET			HOUSTON	TX	77002	
545 PEACHTREE STREET	SUITE 260		ATLANTA	GA	30309-7030	
17 W. PEACHTREE ST.	SUITE 400		ATLANTA	GA	30308-1144	
384 WEST PEACHTREE ST			ATLANTA	GA	30309	
110 E. UNION AVENUE	SUITE 200		DENVER	CO	80237	
545 PEACHTREE ST	SUITE 260		ATLANTA	GA	30309-7030	
501 EAST TECHNOLOGY WAY	SUITE 600		DENVER	CO	80237	
545 PEACHTREE STREET	SUITE 260		ATLANTA	GA	30309-7030	
ADDRESS ON FILE						
ADDRESS ON FILE						
708 KALAMATH DR			OLD HICKORY	TN	37138	
O. BOX 733082			DALLAS	TX	75373-3082	
ADDRESS ON FILE						
105 W. PEACHTREE ST NE	STE 1000		ATLANTA	GA	30309-3608	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
300 CONTINENTAL BLVD	SUITE 200		CHARLOTTE	NC	28273-6388	
O. BOX 730720			DALLAS	TX	75373-0720	
33 A TRACY LN			CLARKSVILLE	TN	37040	
O. BOX 912414			DENVER	CO	80291-2414	
3825 N 16TH WAY			PHOENIX	AZ	85022	
DDRESS ON FILE						
DDRESS ON FILE						
JSINESS PERSONAL PROPERTY			COLUMBIA	SC	29214-0301	
710 NORTHWEST DRIVE			SOUTHAVEN	MS	38671	
209 GEORGIA ROAD			WETUMPKA	AL	36092	
3 BOX 300			ROSEMEAD	CA	91772-0001	
3117 SE SUNNYWIDE RD	#F PMB 707		CLACKAMAS	OR	97015-6798	
SOUTHPORT FINANCIAL SERVICES	5403 W GRAY STREET		TAMPA	FL	33609	
DDRESS ON FILE						
714 DEER TRACKS TRAIL	SUITE 130		ST. LOUIS	MO	63131-1887	
100 S. KIMBALL AVE			SOUTHLAKE	TX	76092-9009	
3 BOX 790450			SAINT LOUIS	MO	63179-0450	
FTN: CRYSTAL DELAROSA	400 WASHINGTON BLVD.		STAMFORD	CT	06902	
FTN: CRYSTAL DELAROSA	P.O. BOX 223085		PITTSBURGH	PA	15251-2085	
3 BOX 223085			PITTSBURGH	PA	15251-2085	
50 PEACHTREE ST	MANAGEMENT OFFICE		ATLANTA	GA	30308	
100 PEACHTREE ROAD NE	SUITE 1700		ATLANTA	GA	30326-1187	
O. BOX 19037			HOUSTON	TX	77224	
305 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441-2644	
302 TACOMA MALL BLVD	SUITE 102		TACOMA	WA	98409	
3 KIRBY TRAIL			FAIRPORT	NY	14450	
NDREW FEINOUR	999 PEACHTREE ST	STE 2218	ATLANTA	GA	30309	
35 RAYMOND HILL RD	SUITE A		NEWNAN	GA	30265	
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 2105			ATLANTA	GA	30301-2105	
55 5TH. AVE., SUITE 200			ASHVILLE	AL	35953	
SSOCIATES III, LLLP	2908 NORTHWEST BOULEVARD		PLYMOUTH	MN	55441	
3 BOX 308			FORT PIERCE	FL	34954-0308	
564 SE WALTON RD.			PORT S. LUCIE	FL	34952	
SSOC X, LLLP	2905 NORTHWEST BLVD		PLYMOUTH	MN	55441	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
, LLLP	2905 NW BOULEVARD		PLYMOUTH	MN	55441	
01 N. COLUMBIA STREET			COVINGTON	LA	70433	
T. TAMMANY ASSESSOR	701 N COLUMBIA ST		COVINGTON	LA	70433-2760	
1851 STATE ROAD 52	SUITE 107-201		HUDSON	FL	34669	
ATTN: MATT STALBIRD	14851 STATE ROAD 52	SUITE 107-201	HUDSON	FL	34669	
35 MONTGOMERY ST	SUITE 1700		SAN FRANCISCO	CA	94111	
175 MEADOWBROOK PARKWAY			DULUTH	GA	30096	
O. BOX 415256			BOSTON	MA	02241-5256	
344 E. VALENCIA DRIVE			FULLERTON	CA	92831	
READFAST COMPANIES, ELLA EYLAND	18100 VON KARMAN AVE	STE 500	IRVINE	CA	92612	
ATTN: LENNY GONDOKUSUMO	18100 VON KARMAN		IRVINE	CA	92612	
ADDRESS ON FILE						
OFFICE OF THE COMMISSIONER	P.O. BOX 327001		MONTGOMERY	AL	36132-7001	
ATTN: ATTORNEY GENERAL	501 WASHINGTON AVE	PO BOX 300152	MONTGOMERY	AL	36130-0152	
PO BOX 29070			PHOENIX	AZ	85038-9070	
ATTN: ATTORNEY GENERAL	1275 W. WASHINGTON ST		PHOENIX	AZ	85007	
FRANCHISE TAX BOARD	P.O. BOX 942857		SACRAMENTO	CA	94257-0501	
SALES AND USE TAX UNIT	P.O. BOX 942879		SACRAMENTO	CA	94279	
ATTN: ATTORNEY GENERAL	1300 I ST.	STE 1740	SACRAMENTO	CA	95814	
375 SHERMAN STREET			DENVER	CO	80261	
ATTN: ATTORNEY GENERAL	RALPH L. CARR COLORADO JUDICIAL CENTER	1300 BROADWAY, 10TH FLOOR	DENVER	CO	80203	
SALES AND USE TAX UNIT	1379 BLOUNTSTOWN HWY.		TALLAHASSEE	FL	32304-2716	
ATTN: ATTORNEY GENERAL	THE CAPITOL, PL 01		TALLAHASSEE	FL	32399-1050	
SALES AND USE TAX UNIT	1800 CENTURY BLVD, NE		ATLANTA	GA	30345	
ATTN: ATTORNEY GENERAL	40 CAPITOL SQUARE, SW		ATLANTA	GA	30334-1300	
SALES AND USE TAX UNIT	100 N. SENATE AVE.		INDIANAPOLIS	IN	46204	
ATTN: ATTORNEY GENERAL	INDIANA GOVT. CTR SOUTH - 5TH FL	302 W WASHINGTON ST	INDIANAPOLIS	IN	46204	
ATTN: ATTORNEY GENERAL	STATE CAPITOL, SUITE 118	700 CAPITOL AVE	FRANKFORT	KY	40601	
VA DEPT OF REVENUE	PO BOX 3138		BATON ROUGE	LA	70821-3138	
ATTN: ATTORNEY GENERAL	PO BOX 94095		BATON ROUGE	LA	70804-4095	
10 CARROLL ST.			ANNAPOLIS	MD	21411	
DEPT. OF ASSESSMENTS & TAXATION	301 W. PRESTON ST.		BALTIMORE	MD	21201	
ATTN: ATTORNEY GENERAL	200 ST PAUL PLACE		BALTIMORE	MD	21202-2202	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
FTN: ATTORNEY GENERAL	1 ASHBURTON PLACE		BOSTON	MA	02108-1698	
SALES AND USE TAX UNIT	600 NORTH ROBERT STREET		ST. PAUL	MN	55101	
FTN: ATTORNEY GENERAL	STATE CAPITOL	STE 102	ST PAUL	MN	55155	
DEPARTMENT OF REVENUE	PO BOX 960		JACKSON	MS	39205-0960	
FTN: ATTORNEY GENERAL	DEPARTMENT OF JUSTICE	PO BOX 220	JACKSON	MS	39205-0220	
SALES AND USE TAX UNIT	P.O. BOX 3300		JEFFERSON CITY	MO	65105-3300	
FTN: ATTORNEY GENERAL	SUPREME CT. BLDG	207 W. HIGH ST.	JEFFERSON CITY	MO	65101	
SALES AND USE TAX UNIT	1550 COLLEGE PKWY., STE. 115		CARSON CITY	NV	89706	
FTN: ATTORNEY GENERAL	OLD SUPREME CT. BLDG.	100 N CARSON ST	CARSON CITY	NV	89701	
3T	P.O. BOX 642		TRENTON	NJ	08646-0642	
SALES AND USE TAX UNIT	P.O. BOX 281		TRENTON	NJ	08695-0281	
FTN: ATTORNEY GENERAL	RICHARD J. HUGHES JUSTIC COMPLEX	25 MARKET ST., PO BOX 080	TRENTON	NJ	08625-0080	
SALES AND USE TAX UNIT	W.A. HARRIMAN CAMPUS		ALBANY	NY	12227	
FTN: ATTORNEY GENERAL	DEPT. OF LAW	THE CAPITOL, 2ND FL	ALBANY	NY	12224	
SALES AND USE TAX DIVISION	P.O. BOX 871		RALEIGH	NC	27640-0640	
FTN: ATTORNEY GENERAL	DEPT. OF JUSTICE	PO BOX 629	RALEIGH	NC	27602-0629	
DEPARTMENT OF TAXATION	PO BOX 16560		COLUMBUS	OH	43216-6560	
FTN: ATTORNEY GENERAL	STATE OFFICE TOWER	30 E. BROAD ST	COLUMBUS	OH	43266-0410	
35 CENTER ST. NE			SALEM	OR	97301-2555	
REGON DEPT OF REVENUE	955 CENTER ST NE		SALEM	OR	97301-2555	
FTN: ATTORNEY GENERAL	JUSTICE BLDG	1162 COURT ST, NE	SALEM	OR	97301	
30A OUTLET POINTE BLVD.	PO BOX 125		COLUMBIA	SC	29214	
FTN: ATTORNEY GENERAL	REMBERT C. DENNIS OFFICE BLDG.	PO BOX 11549	COLUMBIA	SC	29211-1549	
ANDREW JACKSON BUILDING, ROOM 200	500 DEADERICK ST.		NASHVILLE	TN	37242-1099	
FTN: ATTORNEY GENERAL	425 5TH AVENUE NORTH		NASHVILLE	TN	37243	
SALES AND USE TAX UNIT	P.O. BOX 13528	CAPITOL STATION	AUSTIN	TX	78711-3528	
FTN: ATTORNEY GENERAL	CAPITOL STATION	PO BOX 12548	AUSTIN	TX	78711-2548	
FTN: ATTORNEY GENERAL	900 E. MAIN ST.		RICHMOND	VA	23219	
O. BOX 47250			OLYMPIA	WA	98504-7250	
TAXPAYER ACCOUNT ADMINISTRATION	P.O. BOX 47476		OLYMPIA	WA	98504-7476	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
TTN: ATTORNEY GENERAL	1125 WASHINGTON ST SE	PO BOX 40100	OLYMPIA	WA	98504-0100	
PO BOX 9034			OLYMPIA	WA	98507-9034	
PO BOX 930208			MILWAUKEE	WI	53293-0208	
TTN: ATTORNEY GENERAL	WISCONSIN DEPARTMENT OF JUSTICE,	STATE CAPITOL, RM 114 EAST, PO BOX 7857	MADISON	WI	53707-7857	
ADDRESS ON FILE						
3100 VAN KARMAN AVE	SUITE 500		IRVINE	CA	92606	
FFANY STANLEY, C/O STAR HUBBARD						
.C	18100 VON KAMAN	STE 200	IRVINE	CA	92612	
ADDRESS ON FILE						
ADDRESS ON FILE						
30 CRESCENT COURT	SUITE 1425		DALLAS	TX	75201-1890	
NTHONY W. LONG, C/O CLX VENTURES						
.C	300 CRESCENT COURT	STE 1425	DALLAS	TX	75201	
ADDRESS ON FILE						
ADDRESS ON FILE						
379 MARCUS AVENUE	SUITE 210		LAKE SUCCESS	NY	11042	
15 CHANNELSIDE DRIVE	SUITE 117		TAMPA	FL	33602	
180 SHILOH RD NW	SUITE 100		KENNESAW	GA	30144	
ADDRESS ON FILE						
ADDRESS ON FILE						
10 JURY COURT			SAN JOSE	CA	95112	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
50 S. GRABD AVE.	#100		LOS ANGELES	CA	90017	
O. BOX 70340			PHILADELPHIA	PA	19176-0340	
O. BOX 10822			NAPLES	FL	34101-0822	
O. BOX 409211			ATLANTA	GA	30384-9211	
700 SUMMERSHINE STREET			LAND O' LAKES	FL	34638	
ORPORATION SERVICE COMPANY	1201 HAYS ST		TALLAHASSEE	FL	32301-2525	
225 NW COUCH ST	#1310		PORTLAND	OR	97209	
221 N. MCKENZIE STREET			FOLEY	AL	36535	
103 CITYWEST BLVD., SUITE 1300			HOUSTON	TX	77042	
WEST MARKET STREET, ROOM 104			SNOW HILL	MD	21863	
JOHN B. CUTRER	1300 POST OAK BLVD	STE 1650	HOUSTON	TX	77056	
CHARLIE ROLLINS	615 CHANNELSIDE DRIVE	STE 204	TAMPA	FL	33602	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
33 CONCORD DRIVE	SUITE 1001		CASSELBERRY	FL	32707-3280	
DDRESS ON FILE						
3 BOX 73385			N. CHESTERFIELD	VA	23235	
3Y ROCK REAL ESTATE GROUP	1310 ROSENEATH RD	#200	RICHMOND	VA	23230	
3 BOX 406748			ATLANTA	GA	30384-6748	
321 N 34TH STREET			SEATTLE	WA	98103	
500 HANDLEY EDERVILLE RD.			FT. WORTH	TX	76118	
30 E. WEATHERFORD			FORT WORTH	TX	76196	
12 S. STAGECOACH TRAIL	SUITE 1120		SAN MARCOS	TX	78666	
10 E. MAIN STREET	SUITE 260		CUMMING	GA	30040	
ARISH OF ST. TAMMANY	PO BOX 608		COVINGTON	LA	70434	
O. BOX 2716			PORTLAND	OR	97208-2716	
O. BOX 61080			NEW ORLEANS	LA	70161-1080	
ICDONOUGH TAG/TAX OFFICE	140 HENRY PARKWAY		MCDONOUGH	GA	30253	
DDRESS ON FILE						
380 LOWER ROSWELL ROAD	SUITE 165, #247		MARIETTA	GA	30068	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
100 ROSS AVENUE			DALLAS	TX	75201-2739	
DDRESS ON FILE						
O. BOX 743135			ATLANTA	GA	30374-3135	
360 GENERAL DR.			PLYMOUTH	MI	48170	
116 INNOVATION WAY			CARLSBAD	CA	92009-1728	
200 BORDEAUX CIRCLE			SANFORD	FL	32771	
340 MONTEVIDEO RD			JESSUP	MD	21842	
DDRESS ON FILE						
303 DOOLITTLE			HOUSTON	TX	77033	
306 DOOLITTLE BLVD			HOUSTON	TX	77033	
137 RACE ROAD			HANOVER	MD	21076	
ITTN: VERNON JONES	7437 RACE ROAD		HANOVER	MD	21076	
102 FERNANDINA ROAD	SUITE AB		COLUMBIA	SC	29210-5257	
2 SEASIDE LANE			BELMAR	NJ	07719-4821	
O. BOX 419729			BOSTON	MA	02241-9729	
ITTN: ADIA SALAS	5707 SOUTHWEST PARKWAY	BUILDING 1, SUITE 275	AUSTIN	TX	78735	
ITTN: ADIA SALAS	P.O. BOX 419729		BOSTON	MA	02241-9729	
O. BOX 419729			BOSTON	MA	02241-9729	
O. BOX 101			NASHVILLE	TN	37202-0101	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
32 DEADERICK ST. 4TH FLOOR ANDREW JACKSON STATE OFFICE BUILDING 502 ATTN: TRE HARGETT 333 OAK INDUSTRIAL DRIVE NE			NASHVILLE	TN	37243	
	DEADERICK STREET, 4TH FLOOR		NASHVILLE	TN	37243	
	STATE CAPITOL		NASHVILLE	TN	37243-1102	
			GRAND RAPIDS	MI	49505	
O. BOX 149348 ATTN: JOHN B. SCOTT O. BOX 121033 ATTN: RENTAL OFFICE ETH KELLER ADDRESS ON FILE ADDRESS ON FILE			AUSTIN	TX	78714-9348	
	1019 BRAZOS ST.		AUSTIN	TX	78701	
	DEPT. 1033		DALLAS	TX	75312-1033	
	900 W MARSHALL ST		RICHMOND	VA	23220	
	11100 WEST BROAD ST		RICHMOND	VA	23060	
O HALSTEAD MANAGEMENT CO.	770 LEXINGTON AVENUE		NEW YORK	NY	10065	
FFREY SACKS, TREASURER 31 UNION STREET O RICHARD W GREGORY ESQ BECCA BRYAN	201 WEST PONCE DE LEON AVE		DECATUR	GA	30030	
			NORFOLK	VA	23510	
	PO BOX 26254		RICHMOND	VA	23260	
	13 S 15TH STREET SUITE B		RICHMOND	VA	23219	
70 PEACHTREE STREET NW	SUITE 2200		ATLANTA	GA	30303-1581	
30 S. AUSTRALIAN AVE, 100			WEST PALM BEACH	FL	33401	
RVD KASARI O. BOX 6068-13 O. BOX 7247	426 MARIETTA ST.		ATLANTA	GA	30313	
			HERMITAGE	PA	16148-1068	
	LOCKBOX 0234		PHILADELPHIA	PA	19170-0234	
165 NORTHSIDE DR. NW	SUITE 128		ATLANTA	GA	30318-4220	
311 REAMS FLEMING BLVD 39 INDEPENDENCE PARKWAY 27Y ROCK REAL ESTATE GROUP 300 DIAMOND SPRINGS ROAD			FRANKLIN	TN	37064	
	SUITE 200		CHESAPEAKE	VA	23320-5209	
	1310 ROSENEATH RD	#200	RICHMOND	VA	23230	
	SUITE 204		VIRGINIA BEACH	VA	23462	
25 NORTHERN AVENUE 240 NORTHSIDE PKWY			HAGERSTOWN	MD	21742	
			ATLANTA	GA	30327	
ALERIE TILLER	4240 NORTHSIDE PARKWAY		ATLANTA	GA	30327	
INTERNATIONAL DRIVE, STE 300 ADDRESS ON FILE ADDRESS ON FILE ADDRESS ON FILE ADDRESS ON FILE			RYE BROOK	NY	10573	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
599 E MORGAN LANE SE			CALEDONIA	MI	49316-7920	
1490 SE JENNIFER ST			CLACKAMAS	OR	97015-9009	
4RIS BURNS	1100 PARK CREEK COURT		GAINSVILLE	GA	30504	
O. BOX 82670			LINCOLN	NE	68501-2670	
DDRESS ON FILE						
508 ROUNDUP DRIVE			POLK CITY	FL	33868	
O. BOX 742596			CINCINNATI	OH	45274-2596	
591 FM 2625 W			MARSHALL	TX	75672	
349 PORTMAN DRIVE SE			CONYERS	GA	30094-6601	
27 VALLEY ROAD			EVERGREEN	CO	80439	
ALTER PARKS	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
ALTER PARKS ARCHITECTS	313 NORTH ADAMS STREET		RICHMOND	VA	23220	
VT PROPERTIES, MARC WILKINS	760 SW 9TH AVE	#2250	PORTLAND	OR	97205-2584	
DDRESS ON FILE						
O. BOX 414061			BOSTON	MA	02241-4061	
3 SAN JACINTO BLVD			AUSTIN	TX	78701-4082	
O BOX 5000			OCEAN CITY	MD	21843-5000	
O. BOX 5000			OCEAN CITY	MD	21843.6001	
O.BOX 934134			ATLANTA	GA	31193-4134	
O. BOX 660926			DALLAS	TX	75266-0926	
8 2ND AVENUE NORTH	P.O. BOX 196302		NASHVILLE	TN	37219-6302	
SON P RUNNELS	5950 SHERRY LN	STE 320	DALLAS	TX	75225	
50 N. FIELD DRIVE	SUITE 200		LAKE FOREST	IL	60045	
O. BOX 660317			DALLAS	TX	75266-0317	
50 E ANDERSON LANE			AUSTIN	TX	78752	
O. BOX 1748			AUSTIN	TX	78767	
O. BOX 149328			AUSTIN	TX	78714-9328	
15 PERIMETER CENTER PLACE	SUITE 850		ATLANTA	GA	30346-1200	
30 THIRD AVE			NEW YORK	NY	10017	
DDRESS ON FILE						
DDRESS ON FILE						
31 JOSEPH E LOWERY BLVD	SUITE100		ATLANTA	GA	30318-5286	
720 WINDWARD CONCOURSE	STE 390		ALPHARETTA	GA	30005	
227 TAMPA ROAD	SUITE 3800		OLDSMAR	FL	34677	
5 INVERNESS DRIVE EAST	SUITE C		ENGLEWOOD	CO	80112	
734 ARDINGTON BLVD.			GLEN ALLEN	VA	23059	
IATT RUGGI	11100 WEST BROAD ST		RICHMOND	VA	23060	
DDRESS ON FILE						
O BOX 101920			ATLANTA	GA	30392-1920	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
500 SWEETGRASS LANE			CHARLOTTE	NC	28226-3134	
O BOX 3190			OMAHA	NE	68103-0190	
DDRESS ON FILE						
O. BOX 2201			ROCKWALL	TX	75087	
DDRESS ON FILE						
217 17TH AVENUE SOUTH	SUITE 216		BLOOMINGTON	MN	55425-2372	
O. BOX 50042			LOS ANGELES	CA	90074	
DDRESS ON FILE						
FTN: ACCOUNTS RECEIVABLE	P.O.BOX 88741		CHICAGO	IL	60680-1741	
DDRESS ON FILE						
721 MILLBROOK VILLAGE PL	#103		RALEIGH	NC	27604-2268	
O. BOX 5040			SAN JOSE	CA	95150	
DDRESS ON FILE						
IARK MCHENRY	ARTISAN VILLAGE LP, C/O HILLWOOD	9800 HILLWOOD PARKWAY	FORT WORTH	TX	76177	
IARK MCHENRY	C/O HILLWOOD	9800 HILLWOOD PARKWAY	FT WORTH	UT	76177	
O BOX 94017			PALATINE	IL	60094-4017	
FTN: BANKRUPTCY DEPT	US DEPT OF JUSTICE	950 PENNSYLVANIA AVE NW	WASHINGTON	DC	20530-0001	
TERNAL REVENUE SERVICE			OGDEN	UT	84201-0102	
O. BOX 841153			DALLAS	TX	75284-1153	
73 CENTER POINT ROAD, SOUTH			HENDERSONVILLE	TN	37075	
O CAPMARK FINANCE INC.	MCDUGAL COMPANIES, ANDY CLAYTON	7075 FLYING CLOUD DR	EDEN PRAIRIE	MN	55344	
O. BOX 406990			ATLANTA	GA	30384-6990	
O. BOX 650690			DALLAS	TX	75265-0690	
O. BOX 7247-0244			PHILADELPHIA	PA	19170-0001	
O MOMARK DEVELOPMENT	31 NAVASOTA ST.	UNIT 204	AUSTIN	TX	78702	
FTN: DAVID C. WEISS C/O ELLEN IGHTS	1007 ORANGE ST STE 700	P.O. BOX 2046	WILMINGTON	DE	19899-2046	
ORTLAND PARTNERS, SCOTT MOORE, FO	19337 US HWY 19 N		CLEARWATER	FL	33764-3153	
31 IONIA AVENUE SW			GRAND RAPIDS	MI	49503	
O. BOX 5040			SAN JOSE	CA	95150	
455 LOWER ROSWELL RD			MARIETTA	GA	30068	
300 CROWN RD			ATLANTA	GA	30304	
10 NORTH 1950 WEST			SALT LAKE CITY	UT	84134-0270	
O. BOX 536434			ATLANTA	GA	30353-6434	
40 LANGFORD DRIVE			NORCROSS	GA	30071	
201 MARYLAND AVENUE, SW SUITE 30			WASHINGTON	DC	20024	

Address1	Address2	Address3	City	State	PostalCode	Country
201 MARYLAND AVE SW	STE 850		WASHINGTON	DC	20024-2259	
TEVEN A. GRIGG, C/O REPUBLIC						
PROPERTIES CORP	1201 MARYLAND AVE	STE 850	WASHINGTON	DC	20024	
201 MARYLAND AVE SW	SUITE 850		WASHINGTON	DC	20024	
ADDRESS ON FILE						
740 BRIERCROFT CT.			CARROLLTON	TX	75006	
DNJA DODDS-TAX COLLECTOR	1740 BRIERCROFT COURT		CARROLLTON	TX	75006-6400	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
O BOX 15124			ALBANY	NY	12212-5124	
O. BOX 16801			NEWARK	NJ	07101-6801	
O BOX 15124			ALBANY	NY	12212-5124	
O BOX 15043			ALBANY	NY	12212-5043	
O BOX 588			MONTPELIER	VT	05601-0588	
O. BOX 5001			SIOUXFALLS	SD	57117	
O. BOX 005793			CHICAGO	IL	60680-5681	
793 COLLECTIONS CENTER DRIVE			CHICAGO	IL	60693-0001	
545 PEACHTREE ST	SUITE 260		ATLANTA	GA	30309-7030	
30 E PECKHAM LANE			RENO	NV	89502	
ADDRESS ON FILE						
O. BOX 1234			CLIFTON FORGE	VA	24422-0724	
O. BOX 27264			RICHMOND	VA	23261-7264	
O. BOX 1174			RICHMOND	VA	23218-1174	
360 COX ROAD	SUITE 150		GLEN ALLEN	VA	23060	
15 CHURCH STREET			NASHVILLE	TN	37219	
380 GODBY ROAD			ATLANTA	GA	30349-5041	
ADDRESS ON FILE						
RISTA MICLAT	5510 MOREHOUSE DR SUITE 200		SAN DIEGO	CA	92121	
301 METCALF AVENUE	SUITE 300		OVERLAND PARK	KS	66204	
O. BOX 825534			PHILADELPHIA	PA	19182-5534	
ADDRESS ON FILE						
ADDRESS ON FILE						
O. BOX 2331			RALEIGH	NC	27602	
O. BOX 580084			CHARLOTTE	NC	28258-0084	
ADMINISTRATION DEPT.	301 S. MCDOWELL ST. #3800		RALEIGH	NC	27601	
ENNIS E. SACKHOFF	3330 NW YEONN	STE 100	PORTLAND	OR	97210	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
33 S. HAMMOND DRIVE, SUITE 330			MONROE	GA	30655	
3 BOX 510			DEFUNIAK SPRINGS	FL	32435	
33 S. HAMMOND DRIVE	STE 100		MONROE	GA	30655	
ADDRESS ON FILE						
ADDRESS ON FILE						
35 N. FIRST AVENUE			HILLSBORO	OR	97124	
35 N FIRST AVE	RM 130 MS8		HILLSBORO	OR	97124	
15 SW ADAMS AVE MS32			HILLSBORO	OR	97123	
FTN: BANKRUPTCY DEPT	441 4TH STREET, NW		WASHINGTON	DC	20001	
FTN: STEVE HOBBS	LEGISLATIVE BUILDING	PO BOX 40220	OLYMPIA	WA	98504-0220	
3 BOX 30039			RENO	NV	89520-3039	
301 E 9TH STREET			RENO	NV	89512	
O.BOX 30039			RENO	NV	89520-3039	
ADDRESS ON FILE						
O. BOX 7656			CAROL STREAM	IL	60197-7656	
380A PROSPECT DRIVE			AURORA	IL	60502	
3 BOX 31001-2714			PASADENA	CA	91110-2714	
FTN: TRISH MCGOWAN	P.O. BOX 31001-2714		PASADENA	CA	91110-2714	
ADDRESS ON FILE						
ADDRESS ON FILE						
140 DUTCH VALLEY PL NE	#790		ATLANTA	GA	30324	
ADDRESS ON FILE						
ADDRESS ON FILE						
1766 WILSHIRE BLVD.,	15TH FLOOR		LOS ANGELES	CA	90025	
ERITAGE PROPERTIES	116 ONE MADISON PLAZA	STE 2100	MADISON	MS	39110	
		116 ONE MADISON PLAZA				
GEORGE R. WALKER	WAYNE PIERCE	SUITE 2100	MADISON	MS	39110	
337 US HWY 259N			LONGVIEW	TX	75605	
ADDRESS ON FILE						
3 BOX 961018			FORT WORTH	TX	76161-0018	
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
ADDRESS ON FILE						
FO RELATED	60 COLUMBUS CIRCLE		NEW YORK	NY	10023	
335 DANIELS STREET			CHINO	CA	91710-9026	
O. BOX 2224			BIRMINGHAM	AL	35201-2224	
ATHERINE WHEELER, TAX A/C	P.O. BOX 4383		HOUSTON	TX	77210	
MT PROPERTIES, KARA MCCLASKEY	760 SW 9TH AVE	#2250	PORTLAND	OR	97205-2584	
	KAREN NASHIWA, NASHIWA LAW LLC					
ENESSA STURGEON		5200 SW MEADOWS ROAD	LAKE OSWEGO	OR	97035	

Address1	Address2	Address3	City	State	PostalCode	Country
NE INTERNATIONAL PLACE	SUITE 3900		BOSTON	MA	02110-4203	
DDRESS ON FILE						
131 GETTYSBURG DRIVE			HUNTINGTON BEACH	CA	92646	
5651 TIBER LN			HUNTINGTON BEACH	CA	92647	
301-3300 BLOOR ST W			ETOBICOKE	ON	M8X 2X2	CANADA
O. BOX 6293			CAROL STREAM	IL	60197-6293	
O. BOX 5727			CAROL STREAM	IL	60197-5727	
111 HAYES STREET #301			NEWBERG	OR	97132	
DDRESS ON FILE						
DDRESS ON FILE						
TTN: PROPERTY TAX DEPT			WILMINGTON	NC	28405	
DDRESS ON FILE						
DDRESS ON FILE						
O. BOX 414084			BOSTON	MA	02241-4084	
30 4TH ST. SW			WASHINGTON	DC	20024	
131 MCKINNEY AVENUE	SUITE 100		DALLAS	TX	75204-2430	
DDRESS ON FILE						
DDRESS ON FILE						
335 CAMP HILL ROAD			FORT WASHINGTON	PA	19034	
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						
25 FM1460			GEORGETOWN	TX	78626	
34 S. MAIN STREET			GEORGETOWN	TX	78626	
AX ASSESSOR-COLLECTOR	904 S. MAIN ST.		GEORGETOWN	TX	78626	
DDRESS ON FILE						
25 HIGH STREET	HIGH STREET TOWER2, 27TH FL		BOSTON	MA	02110-2704	
O. BOX 9001908			LOUISVILLE	KY	40290-1908	
AIMS MANAGEMENT RESOURCES	P.O. BOX 60770		OKLAHOMA CITY	OK	73146	
TTN: AUSRA GAJDOS	28900 FOUNTAIN PARKWAY, UNIT B		OLON	OH	44139	
TTN: AUSRA GAJDOS	P.O. BOX 536658		PITTSBURG	PA	15253-5908	
O BOX 536658			PITTSBURG	PA	15253-5908	
DDRESS ON FILE						
O. BOX 10966			COLLEGE STATION	TX	77842-0966	
O. BOX 942867			SACRAMENTO	CA	94267-0651	
30 W FRANKLIN			RICHMOND	VA	23220	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
060 SW 185 STREET			CUTLER BAY	FL	33157-7422	
DDRESS ON FILE						
DDRESS ON FILE						
OODBRANCH MANAGEMENT INC.	4265 SAN FELIPE STREET		HOUSTON	TX	77027-3019	
005 NORTHWEST BOULEVARD	SUITE 150		PLYMOUTH	MN	55441	
DDRESS ON FILE						
DDRESS ON FILE						
33 E LAS COLINAS BLVD	STE 300		IRVING	TX	75039-5522	
09 FIFTH AVENUE	SUITE 420 - ACCOUNTING		SAN RAFAEL	CA	94901	
DOM 1105, GOVERNMENT CENTER 1						
WEST MARKET ST	PO BOX 248		SNOW HILL	MD	21863	
ATHAN NAUGLE, REGIONAL MANAGER	136 COULTER AVE		ARDMORE	PA	19003-2313	
DDRESS ON FILE						
DDRESS ON FILE						
15 CHANNELSIDE DRIVE	SUITE 204		TAMPA	FL	33602	
15 CHANNELSIDE DRIVE	SUITE 204		TAMPA	FL	33602	
HARLIE ROLLINS	615 CHANNELSIDE DRIVE	STE 204	TAMPA	FL	33602	
15 WATER STREET			TAMPA	FL	33602	
HARLIE ROLLINS	615 CHANNELSIDE DR SUITE 204		TAMPA	FL	33602	
WO WT STANDARD FLEET SERVICE	1425 LONDONBERRY DR.		WOODSTOCK	GA	30188	
35 NE 5TH ST., ROOM 42			MCMINNIVILLE	OR	97128	
O. BOX 6369			PORTLAND	OR	97228-6369	
30 S. FAIRVIEW AVE			GOLETA	CA	93117	
DDRESS ON FILE						
015 FAIR STREET			PRESCOTT	AZ	86305	
DDRESS ON FILE						
O. BOX 2539			ENGLEWOOD	CO	80150-2539	
ORK COUNTY OFFICE COMPLEX	1070 HECKLE BLVD. #101		ROCK HILL	SC	29732	
DDRESS ON FILE						
DDRESS ON FILE						
FTN: BRITT BISCHOFF	1805 29TH STREET UNIT 2050		BOULDER	CO	80301	
FTN: BRITT BISCHOFF	P.O. BOX 952136		DALLAS	TX	75395-2136	
O. BOX 952136			DALLAS	TX	75395-2136	
DDRESS ON FILE						
0 WHITE STREET			NEW YORK	NY	10013	
336 HUNTERS LODGE ROAD			MARIETTA	GA	30062	
O. BOX 606			CAMDEN	NY	13316-0606	
FTN: LINDA LARSON	135 LAKE STREET S.	SUITE 155	KIRKLAND	WA	98033	
FTN: LINDA LARSON	P.O. BOX 740407		CINCINNATI	OH	45274-0407	
O. BOX 740407			CINCINNATI	OH	45274-0407	
141 HACIENDA DRIVE			PLEASANTON	CA	94588	
152 15TH STREET NW	STE 850		WASHINGTON	DC	20005	
5 ALMADEN BLVD, 6TH FLOOR			SAN JOSE	CA	95113	

Consolidated Creditor Matrix

Address1	Address2	Address3	City	State	PostalCode	Country
DDRESS ON FILE						
DDRESS ON FILE						
DDRESS ON FILE						

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

In re:

GigaMonster Networks, LLC, *et al.*,¹

Debtors.

) Chapter 11

) Case No. 23-____ (____)

) (Joint Administration Requested)

**MOTION OF THE DEBTORS FOR ENTRY OF ORDERS: (I)(A) APPROVING
BIDDING PROCEDURES FOR THE SALE OF (X) STALKING HORSE ASSETS AND
(Y) OTHER ASSETS, (B) AUTHORIZING THE DEBTORS TO ENTER INTO
STALKING HORSE AGREEMENT FOR STALKING HORSE ASSETS AND TO
PROVIDE BID PROTECTIONS THEREUNDER, (C) SCHEDULING AN AUCTION
AND APPROVING THE FORM AND MANNER OF NOTICE THEREOF, (D)
APPROVING ASSUMPTION AND ASSIGNMENT PROCEDURES AND (E)
SCHEDULING A SALE HEARING AND APPROVING THE FORM AND MANNER OF
NOTICE THEREOF; (II)(A) APPROVING THE SALE OF ASSETS FREE AND CLEAR
OF LIENS, CLAIMS, INTERESTS AND ENCUMBRANCES AND (B) APPROVING
THE ASSUMPTION AND ASSIGNMENT OF EXECUTORY CONTRACTS AND
UNEXPIRED LEASES; AND (III) GRANTING RELATED RELIEF**

The above captioned debtors and debtors in possession (the “Debtors” or the “Company”), hereby file this motion (the “Motion”) with the Court for the entry of: (i) an order substantially in the form attached hereto as Exhibit A, (the “Bidding Procedures Order”), (a) approving bidding procedures, substantially in the form attached to the Bidding Procedures Order as Exhibit 1 (the “Bidding Procedures”), to be used in connection with the sale (the “Sale”) of certain of the Debtors’ operating assets (collectively, the “Stalking Horse Assets”) to Bel Air Internet LLC and Everywhere Wireless, LLC (collectively and severally but not jointly, the “Stalking Horse Bidder”), or alternatively, to such other bidder that submits the highest and best

¹ The Debtors, along with the last four (4) digits of each Debtor’s federal tax identification number, are: GigaMonster Networks, LLC (2854); Gigasphere Holdings, LLC (0250); GigaMonster, LLC (3014); Fibersphere Communications, LLC (0163); and Fibersphere Communications of CA, LLC (5088). The Debtors’ business address is 350 Franklin Gateway, Suite 300, Marietta, GA 30067.

bid for the Stalking Horse Assets at auction, and approving the bidding procedures in the form attached to the Bidding Procedures Order as Exhibit 1-A to be used in connection with the Sale of one or more groups of the Debtors' other assets not included in the sale of the Stalking Horse Assets (the "Other Assets") to one or more bidders, (b) authorizing the Debtors to provide a break-up fee and expense reimbursement, as provided in the Stalking Horse Agreement (defined below) and potential break-up fee and expense reimbursement for potential stalking horse purchasers of the Other Assets, (c) scheduling an auction of the Stalking Horse Assets and scheduling the hearing to approve the Sale, (d) approving the form and manner of notices of the proposed sale hearing, substantially in the form attached to the Bidding Procedures Order as Exhibit 2, (e) authorizing procedures governing the potential assumption and assignment of the Debtors' certain executory contracts and unexpired leases in connection with the Sale(s), (each a "Potential Assumed Contract" and together, the "Potential Assumed Contracts"); and (f) approving the form and manner of notice to each relevant non-debtor counterparty to a Potential Assumed Contract of (A) the Debtors' calculation of the amount necessary to cure any defaults required to be cured under section 365 of the Bankruptcy Code under an applicable Potential Assumed Contract and (B) certain other information regarding the potential assumption and assignment of Potential Assumed Contracts in connection with the Sale(s), substantially in the form attached to the Bidding Procedures Order as Exhibit 3; and (ii) an order (a) authorizing the sale of the Stalking Horse Assets and Other Assets free and clear of all liens, claims, interests, and encumbrances provided with such liens, claims, interests and encumbrances to attach to the proceeds of such sale, (b) authorizing the assumption and assignment of Potential Assumed Contracts; and (c) granting related relief.

Concurrent with the ongoing marketing of the Stalking Horse Assets, the Debtors entered into that certain *Asset Purchase Agreement*, dated January 16, 2023 (the “Stalking Horse Agreement”) with the Stalking Horse Bidder² attached as **Exhibit B** to this Motion and pursuant to which the Debtors have agreed to sell substantially all of their Assets, subject to higher and better offers.

In support of this Motion, the Debtors rely upon the *Declaration of Rian Branning in Support of the Debtors’ Chapter 11 Petitions and First Day Relief* (the “First Day Declaration”).

In further support of this Motion, the Debtors respectfully represent as follows:

PRELIMINARY STATEMENT

1. The Debtors believe the proposed Bidding Procedures will best facilitate a value maximizing sale of the Stalking Horse Assets and Other Assets for the benefit of the Debtors’ estates. The Bidding Procedures likewise will allow the Debtors additional time to continue to market the Stalking Horse Assets and Other Assets, receive and evaluate bids, and hold an auction (if necessary) to determine the highest or otherwise best bid. In addition, the marketing process and the Bidding Procedures proposed herein are aligned with the milestones set forth in the proposed Interim DIP Order.³

2. The Debtors believe that their continued marketing efforts aided by the Bidding Procedures will provide an efficient postpetition sale process for the Stalking Horse Assets and Other Assets, and that approval of the Bidding Procedures in the forms attached as Exhibit 1 and Exhibit 1-A to the Bidding Procedures Order and the related relief requested in this Motion is

² The Stalking Horse Bidder is an affiliate of the DIP Lenders.

³ *Interim Order Pursuant to the Sections 105, 361, 362, 363, 364, and 507 of the Bankruptcy Code, Bankruptcy Rule 4001, and Local Rule 4001-2, (I) Authorizing Debtors to (A) Obtain Postpetition Financing and (B) Use Cash Collateral, (II) Granting Adequate Protection to Prepetition Secured Parties, (III) Scheduling Final Hearing, and (IV) Granting Related Relief* (the “Interim DIP Order”).

in the best interests of the Debtors' estates and their stakeholders. Accordingly, the Debtors respectfully request that the Court grant the relief requested herein.

JURISDICTION AND VENUE

3. The United States District Court for the District of Delaware has jurisdiction under 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

4. The Debtors confirm their consent pursuant to rule 9013-1(f) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), to the entry of a final order by the Court in connection with this motion to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution.

5. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

6. The bases for the relief requested herein are sections 105(a), 363(b), 365, 503 and 507 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Local Rules 2002-1, 6004-1, 9006-1 and 9013-1(m).

INTRODUCTION

7. On January 16, 2023 (the "Petition Date"), the Debtors commenced these cases by filing voluntary petitions for relief under chapter 11 of the Bankruptcy Code. The Debtors have continued in the possession of their property and have continued to operate and manage their

business as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in the Debtors' chapter 11 cases. As of the date hereof, no committee has been appointed in the Debtors' chapter 11 cases.

8. The Company develops and deploys universal access networks ("UANs") in multi-family and commercial real estate properties, providing internet, video and other network services to approximately 400 customer properties and nearly 35,000 end-user subscribers. The Company's differentiated UAN platform enables seamless connectivity across all Internet, mobile, nonstandard computing devices that connect wirelessly to a network, and smart home devices. Through the use of a common network in a building, the Company is able to provide connectivity solutions such as energy tools, smart door locks, and security systems. The Company's best-in-class sales & marketing and customer care practices drive strong relationships with property owners and result in top subscriber satisfaction.

9. The factual background regarding the Debtors, including their current and historical business operations and the events precipitating their chapter 11 filings, is set forth in detail in the First Day Declaration and fully incorporated herein by reference.

RELIEF REQUESTED

10. Pursuant to sections 105, 363, 365, 503 and 507 of the Bankruptcy Code, Rules 2002, 6004, 6006, 9007, 9008 and 9014 of the Bankruptcy Rules and Rules 2002-1, 6004-1 and 9006-1 of the Local Rules, the Debtors hereby seek:

(a) entry of the Bidding Procedures Order, substantially in the form attached hereto as Exhibit A, granting the following relief:

(i) authorizing and approving the Bidding Procedures, substantially in the form attached to the Bidding Procedures Order as Exhibit 1 and Exhibit 1-A, to be used in connection with the sale of Stalking Horse Assets and Other Assets, respectively, through the proposed Sale;

(ii) establishing the following dates and deadlines in connection with the Bidding Procedures:

a. Bid Deadline: **February 24, 2023, at 4:00 p.m.** (prevailing Eastern time), as the deadline by which all bids to purchase the Stalking Horse Assets must be actually received by the Debtors pursuant to the Bidding Procedures (the "Bid Deadline");

b. Auction: **February 28, 2023 at 10:00 a.m.** (prevailing Eastern time), as the date by which the Debtors will conduct an auction pursuant to the Bidding Procedures (the "Auction"), if necessary; and

c. Sale Objection Deadline: **February 23, 2023, at 4:00 p.m.** (prevailing Eastern time), as the deadline for parties to file objections to proposed Sale to Stalking Horse Bidder or Successful Bidder.

d. Sale Hearing: **March 2, 2023**, as the date for the Court to consider approval of the Sale (the "Sale Hearing").

(iii) authorizing the Debtors to provide the Stalking Horse Bidder and in accordance with the Stalking Horse Agreement, with (A) a breakup fee in the amount of \$390,000 (the "Break-Up Fee") and (B) an expense reimbursement not to exceed \$390,000 on account of expenses incurred by the Stalking Horse Bidder in connection with the Sale (the "Expense Reimbursement" and, together with the Break-Up Fee, the "Bid Protections"), and authorizing the Debtors to name one or more stalking horse bidders for the Other Assets;

(iv) approving the form and manner of notice of the Bidding Procedures, the Auction, and the Sale Hearing, substantially in the form attached to the Bidding Procedures Order as Exhibit 2 (the "Sale Notice");

(v) approving procedures for the assumption and assignment of the Potential Assumed Contracts in connection with any Sale(s) (the "Assumption and Assignment Procedures");

(vi) approving the form and manner of notice to each relevant non-debtor counterparty to a Potential Assumed Contract (each, a "Counterparty" and collectively, the "Counterparties") of (A) the Debtors' calculation of the amount necessary to cure any defaults required to be cured under section 365 of the Bankruptcy Code under the applicable Potential Assumed Contracts (the "Cure Amounts") and (B) certain other information regarding the potential assumption and assignment of Potential Assumed Contracts in connection with the Sale, substantially in the form attached to the Bidding Procedures Order as Exhibit 3 (the

“Potential Assumption and Assignment Notice”); and

(b) following entry of the Bidding Procedures Order, approval of an applicable proposed order (each a “Sale Order”)⁴ at the Sale Hearing for the Stalking Horse Assets and/or the Other Assets, authorizing and approving the following:

(i) the Sale of the Stalking Horse Assets to the Stalking Horse Bidder or, alternatively, to the Successful Bidder (as defined below) free and clear of all liens, claims, interests, and encumbrances to the extent set forth in the Stalking Horse Agreement or the asset purchase agreement with the otherwise Successful Bidder, as applicable;

(ii) if applicable, the Sale of the Other Assets to one or more stalking horse bidders or to a Successful Bidder for the Other Assets, free and clear of all liens, claims, interests, and encumbrances to the extent set forth in any such stalking horse agreement or asset purchase agreement with the otherwise Successful Bidder, as applicable;

(iii) authorizing the assumption and assignment of the Potential Assumed Contracts in connection with such Sale(s); and

(iv) granting related relief.

SALE TIMELINE

11. The Bidding Procedures and the Debtors’ proposed timeline for this sale process are a product of good-faith, arm’s length negotiations and reflect the best option available for the Debtors to maximize the value of their Stalking Horse Assets and Other Assets under the circumstances. Specifically, the Debtors have agreed to, among others, the following proposed

⁴ The Debtors will file a proposed Sale Order for the Other Assets no later than fourteen (14) days before the Sale Objection Deadline. The Stalking Horse Sale Order is attached to this Motion as Exhibit C.

key dates and deadlines to govern the sale process in the proposed Interim DIP Order (the “Milestones”):⁵

<u>STALKING HORSE ASSETS</u> <u>SALE PROCESS KEY DATES AND DEADLINES</u>	
January 30, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline to object to proposed Bidding Procedures (including proposed Bid Protections) and entry of Bidding Procedures Order
February 3, 2023	Hearing to consider approval of Bidding Procedures (including proposed Bid Protections) and entry of Bidding Procedures Order
On or before three (3) Business Days after entry of Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice
On or before two (2) Business Days after entry of Bidding Procedures Order	Deadline for Debtors to file and serve Potential Assumption and Assignment Notice for Potential Assumed Contracts
As soon as practicable after entry of the Bidding Procedures Order, the Debtors will cause the information contained in the Sale Notice to be published once in either the national edition of <i>USA Today</i> or such publication with similar national circulation	Deadline to publish notice of Sale
February 17, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for potential bidders to deliver Preliminary Bid Documents
February 23, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for parties to file objections to proposed Sale to Stalking Horse Bidder or Successful Bidder (“ <u>Sale Objection Deadline</u> ”)

⁵ Capitalized terms used in this Motion but not previously defined herein shall have the respective meanings ascribed to such terms later in this Motion, either of the Bidding Procedures attached hereto as Exhibit 1 or Exhibit 1-A, the Bidding Procedures Order, or Stalking Horse Agreement, as applicable. Unless otherwise noted, certain defined terms may be the same but are only intended to apply in the context of either SH Bidding Procedures or the Other Assets Bidding Procedures.

February 23, 2023 at 4:00 p.m. (prevailing Eastern Time)	Deadline for Counterparties to file objections to Potential Assumption and Assignment Notice for Potential Assumed Contracts
February 24, 2023, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
February 26, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline to select Qualified Bids
February 27, 2023	Deadline to notify Bidders if they are selected as Qualified Bidders and provide them with notice of Auction
February 28, 2023 at 10:00 a.m. (prevailing Eastern Time)	Auction (if necessary)
As soon a reasonably practicable following the closing of the Auction but no later than one day following such closing	Notice of Auction Results
March 2, 2023	Sale Hearing

OTHER ASSETS

SALE PROCESS KEY DATES AND DEADLINES

January 30, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline to object to proposed Bidding Procedures (including proposed Bid Protections) and entry of Bidding Procedures Order
February 3, 2023	Hearing to consider approval of Bidding Procedures (including proposed Bid Protections) and entry of Bidding Procedures Order
On or before three (3) Business Days after entry of Bidding Procedures Order	Deadline for Debtors to file and serve Sale Notice

On or before two (2) Business Days after entry of Bidding Procedures Order	Deadline for Debtors to file and serve Potential Assumption and Assignment Notice for Potential Assumed Contracts
As soon as practicable after entry of the Bidding Procedures Order, the Debtors will cause the information contained in the Sale Notice to be published once in either the national edition of <i>USA Today</i> or such publication with similar national circulation	Deadline to publish notice of Sale
February 17, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for potential bidders to deliver Preliminary Bid Documents
February 23, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline for parties to file objections to proposed Sale to Stalking Horse Bidder or Successful Bidder (" <u>Sale Objection Deadline</u> ")
February 23, 2023 at 4:00 p.m. (prevailing Eastern Time)	Deadline for Counterparties to file objections to Potential Assumption and Assignment Notice for Potential Assumed Contracts
February 22, 2023, at 4:00 p.m. (prevailing Eastern Time)	Bid Deadline
February 26, 2023, at 4:00 p.m. (prevailing Eastern Time)	Deadline to select Qualified Bids
February 27, 2023	Deadline to notify Bidders if they are selected as Qualified Bidders and provide them with notice of Auction
February 28, 2023 at 10:00 a.m. (prevailing Eastern Time)	Auction (if necessary)
As soon a reasonably practicable following the closing of the Auction but no later than one day following such closing	Notice of Auction Results
March 2, 2023	Sale Hearing

12. The Debtors, with the assistance of their advisors, will continue to market the Stalking Horse Assets and Other Assets to potential purchasers. As such, the Debtors believe that prospective bidders will have sufficient time and information to conduct the necessary due diligence to submit binding bids in accordance with the timeline proposed herein.

13. Completion of the sale process in a timely manner will also maximize the value of the Stalking Horse Assets and Other Assets obtained through the proposed Sale(s). The proposed dates governing the Sale(s), marketing, and auction process are within the Milestones provided under the Interim DIP Order. Failure to adhere to the Milestones with respect to the sale of the Stalking Horse Assets would constitute a default under the Interim DIP Order. Accordingly, it is in the Debtors' and their stakeholders' best interests to complete a robust sale process as swiftly as possible to consummate the Sale(s) within the parameters set by the Milestones. In view of the foregoing, the Debtors respectfully submit that the Court should grant the relief requested herein and approved proposed timeline for completing the sale, marketing, and auction process for the Stalking Horse Assets and Other Assets.

DESCRIPTION OF THE ASSETS⁶

14. The Stalking Horse Assets subject to this Motion generally include a significant portion of the Debtors' operating assets. The Other Assets generally include all assets that are not within the category of the Stalking Horse Assets.

⁶ The summary of the provisions of the Stalking Horse Agreement, either of the Bidding Procedures, and Bidding Procedures Order described in this Motion is provided for the convenience of the Court and parties in interest. To the extent there is any conflict between the summary in this Motion and either the Stalking Horse Agreement, Bidding Procedures or Bidding Procedures Order, as applicable, those documents shall govern in all respects.

15. A description of the Stalking Horse Assets that the Debtors propose to sell to the Stalking Horse Bidder, subject to higher and better bids, is summarized below from section 1.1 of the Stalking Horse Agreement:

(a) All of the Purchased Contracts and Purchased Assets (collectively, the “Specified Assets”);

(b) all sales orders, customer orders, open bids, warranties, prepaid expenses, deposits, retentions and refunds to the extent directly associated with the Specified Assets;

(c) to the extent transferrable and assignable, all Permits to the extent directly associated with the Specified Assets, including (for the avoidance of doubt) all right, title and interest in any internet protocol (“IP”) addresses (i) related to any Specified Assets or the operations related thereto, (ii) not associated with any contract between any Seller and their respective customers and (iii) that are not otherwise purchased from the Sellers in connection with the sale of an Excluded Contract with which such IP address is associated with via an Auction (or a separate sale of assets outside of an Auction prior to Closing), in each case which are registered in the name of any Seller and/or under the ARIN numbers set forth on Exhibit 1.1(c) to the Stalking Horse Agreement; for the avoidance of doubt, Section 1.1(c) of the Stalking Horse Agreement shall not include any IP Addresses for which the IP Address Adjustment amount is utilized by Purchaser;

(d) all of Sellers’ data and information (whether in paper or electronic format or any other medium) including all books and records, technical data, financial, accounting and operating data, tax, marketing, sales and promotional data, advertising material, credit information, costs and price information to the extent directly associated with the Specified Assets; provided, that the Sellers shall be permitted to (i) redact or remove any such materials solely to the extent necessary to comply with applicable Legal Requirements relating to employee privacy or privacy of personal information, and (ii) withhold communications (whether written or oral) between any of the Sellers and their legal counsel and other materials prepared by Sellers’ counsel (except to the extent such other materials were shared with other parties resulting in a waiver of a legally recognized privilege) (including, without limitation, attorney-client, attorney-client work product and similar privileges (collectively, “Privileged Matter”)). Purchaser hereby acknowledges and agrees that (x) any transfer, conveyance, disclosure, or delivery (including on any servers or other equipment included in the Assets) of any Privileged Matter is entirely inadvertent and unintentional and shall neither be construed as, nor constitute, a waiver, modification, limitation, or impairment of the privileged or protected nature of such Privileged Matter, and (y) any Privileged Matter inadvertently held by the Purchaser shall, at the request of Seller, promptly be transferred and returned to Seller;

(e) all claims, causes of action and rights of the Sellers (including all Included Avoidance Actions) against any natural person or corporation or other entity, whether matured or unmatured, direct or indirect, known or unknown or absolute or contingent to the extent directly associated with the Specified Assets;

- (f) all goodwill to the extent directly associated with the Specified Assets;
- (g) all accounts receivable to the extent directly associated with the Specified Assets;

(h) (1) the following agreements between a Seller entity and Direcpath, LLC: (i) Dealer Service Agreement, dated as of May 31, 2019, by and between GigaMonster Networks, LLC (f/k/a GigaSphere International LLC) and Direcpath, LLC (ii) Support Center Services Agreement, dated as of January 1, 2017, by and between the GigaMonster, LLC and Direcpath, LLC, (iii) Master Services Agreement, dated as of May 31, 2019, by and between GigaMonster Networks, LLC (f/k/a GigaSphere International LLC) and Direcpath, LLC and (iv) Services Agreement, dated as of May 31, 2019, by and between GigaMonster Networks, LLC (f/k/a GigaSphere International LLC) and Direcpath, LLC as amended and (2) all rights, claims and causes of action arising thereunder, including the right to any accounts receivable or other amounts owed to any Seller or Affiliate thereof pursuant to any such agreements; provided further, that all such contracts between any Seller and Direcpath identified above shall be deemed “Purchased Contracts” for purposes of this Agreement, whether or not such contracts are listed on Appendix A, provided (i) that any transfer of Assets relating to Direcpath shall be governed by the terms of the DP Settlement (defined below) if entered and approved by the Bankruptcy Court on terms reasonably acceptable to Purchaser, (ii) subject to the terms of the DP Settlement, if any, the Sellers shall use commercially reasonable efforts to ensure that any “ROE” agreements assigned by DirecPath pursuant to a DP Settlement agreement that relate to the properties serviced by or pursuant to the Assets shall be assigned to the Purchaser and shall constitute “Purchased Contracts” and “Assets” hereunder and (iii) if the DP Settlement is entered into and approved by the Bankruptcy Court, then, notwithstanding anything to the foregoing, the Purchaser may remove the assets listed in Section 1.1(h)(1)-(2) of the Stalking Horse Agreement, and such assets will no longer be deemed Assets or Purchased Contracts, effective immediately upon written notice to the Sellers; provided further that in no event shall the failure to enter into and obtain approval of the DP Settlement, in and of itself, have any effect on the Purchaser’s obligations to proceed with the Closing (subject to the terms and conditions of this Agreement) other than in respect of the application of the DP Adjustment Amount provided below; provided that, in all events, the terms of Section 1.1(h) of the Stalking Horse Agreement will be subject to the terms of the DP Settlement agreement, if any; and,

- (i) all Avoidance Actions, but solely to the extent the same relate to the Specified Assets, Assumed Liabilities, or any contract or business relationship between the Sellers and Purchaser or any of Purchaser’s affiliates (including, without limitation, the Prior Transaction Agreement) (collectively, the “Included Avoidance Actions”).

PREPETITION MARKETING PROCESS

16. As discussed in the First Day Declaration, despite its ambitions to continue to grow the Company through acquisition, the Company was unable to achieve the growth

necessary to increase profitability. Growth was slower than anticipated and the Company did not generate revenues sufficient to offset the drain on cash occasioned by the fixed costs associated with the Debtors' business model. In late 2021, the Company engaged The Bank Street Group LLC ("Bank Street") as investment banker to evaluate various avenues to improve the Debtors' liquidity and financial position and analyze strategic alternatives.

17. Bank Street initiated a process in December 2021 in an effort to raise capital to support future growth or an outright sale of the Company or its assets. Bank Street contacted 42 potential sponsors and strategic counterparties who either expressed interest or were in the niche market. Of those contacted, 33 executed NDAs and received CIMs and access to diligence materials. Bank Street's efforts resulted in 2 different non-binding expressions of interest. Neither provided value at a high enough level to warrant further action. This initial process concluded in April of 2022.

18. In July 2022, Bank Street initiated a second round of marketing efforts. They contacted a mix of entities from the first round and all known strategic players in the industry. Bank Street received 3 offers from sponsor participants for different collections of assets. The Stalking Horse Bidder's offer was selected as providing the highest value.

19. By the summer of 2022, the Company was running out of cash and was unable to secure additional financing or investment capital to finance additional growth or support operations. Faced with this liquidity crisis, the Company commenced difficult cost saving initiatives in an attempt to "right-size", including implementing a reduction in force of approximately 15% of its workforce. In addition, in early November, 2022, BAI Connect PNW, LLC (an affiliate of the Stalking Horse Bidder) provided some short term liquidity to the Company by buying \$3 million worth of buildings serviced by the Company. The Company also sold certain

excess inventory to third parties to raise cash. On top of the economic stressors, the Debtors also suffered the loss of several members of their senior leadership in the fall of 2022, which necessitated the hiring of a chief restructuring officer to oversee a sale process and stabilize operations.

20. As Barings Asset-Based Income Fund (US), L.P. (“Barings”) had indicated it would not provide additional funding, the Debtors and DIP Lender began negotiating the terms of a debtor in possession credit facility (the “DIP Facility”) to provide the necessary runway, including funding the expenses of these Chapter 11 Cases (subject in all cases to the DIP Facility’s approved budget), to complete the sale process. The Debtors will seek this Court’s approval of the DIP Facility as part of the requested first day relief. Barings, as the Debtors’ senior secured lender, has consented to the terms of the DIP Facility and the priming of its liens on the terms set forth in the documentation of the DIP Facility.

21. Despite the robust process that Bank Street ran prior to the commencement of these Chapter 11 Cases – and that resulted in the Stalking Horse Bidder’s offer - the Debtors fully intend to conduct a postpetition marketing and sale process. The Debtors intend, with Bank Street’s assistance, to reengage parties who originally showed interest in the Company’s assets, along with any new potential buyers, and conduct an auction if sufficient interest is generated. The Debtors will also pursue a sale of the assets not included in the sale to Stalking Horse Bidder, a process Bank Street commenced in November 2022 and will continue after the commencement of these Chapter 11 Cases. The Debtors believe such actions represent their best option to preserve and maximize value for the benefit of all of their stakeholders.

22. On January 16, 2023, the Debtors entered into the Stalking Horse Agreement with the Stalking Horse Bidder. The Stalking Horse Agreement seeks to sell the

Stalking Horse Assets to the Stalking Horse Bidder, subject to higher and better bids, in consideration of payment to the Debtors of \$14 million as the Purchase Price.

23. The Debtors intend to broadly market their assets postpetition with the goal of fostering a robust bidding process and a competitive auction for the sale of the Stalking Horse Assets and Other Assets consistent with terms of the proposed forms of Bidding Procedures. The Debtors have and will continue to pursue interest from third parties to solicit offers for the sale of the Stalking Horse Assets and Other Assets.

24. No later than three (3) Business Days after entry of the Bidding Procedures Order, the Debtors will (to the extent not already provided), send notice of this Motion or serve the Sale Notice to all parties that they believe may be potentially interested in acquiring the Stalking Horse Assets and Other Assets, including to the parties contacted prepetition. The Debtors will assist interested parties who either have, or will, execute confidentiality agreements acceptable to the Debtors to conduct diligence on the Stalking Horse Assets and Other Assets, in accordance with the Bidding Procedures. The Debtors believe that the marketing of the Stalking Horse Assets and Other Assets over the period contemplated by the Bidding Procedures, in addition to the marketing activities that have taken place to date, will result in the highest and best purchase price for the Stalking Horse Assets and Other Assets and maximize value for all of the Debtors' constituents.

25. Given the Debtors' liquidity and operational constraints, the timing of the Sale proposed herein is reasonable under the circumstances in order to effectuate the sale of the Stalking Horse Assets and Other Assets. Thus, the Debtors believe that the Bidding Procedures proposed hereby will enable the efficient consummation of the sale of the Stalking Horse Assets and Other Assets at an auction to the highest or best bidder.

**THE PROPOSED BIDDING PROCEDURES AND THE
STALKING HORSE ASSETS AND OTHER ASSETS TO BE SOLD PURSUANT TO
THE SALE**

A. Summary of Proposed Bidding Procedures

26. The Bidding Procedures are designed to promote a competitive and expedient sale process to consummate the Sale. If approved, the Bidding Procedures will allow the Debtors to solicit and identify bids from potential buyers that constitute the highest or best offer for the sales of the Stalking Horse Assets and Other Assets on a schedule consistent with the Milestones.

27. As the Bidding Procedures are attached to the Bidding Procedures Order, they are not herein restated in their entirety. Pursuant to Local Rule 6004-1(c), certain of the key terms of the Bidding Procedures for the Stalking Horse Assets are highlighted in the chart below.

MATERIAL TERMS OF THE BIDDING PROCEDURES (STALKING HORSE ASSETS)	
Provisions Governing Qualification of Bidders Local Rule 6004-1(c)(i)(A)	<p>To receive due diligence information and to receive additional non-public information regarding the Debtors, a potential bidder must (x) not be in breach of any agreement with any Debtor and (y) deliver to each of: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones (ljones@pszjlaw.com); (b)(i) Novo Advisors, 401 N. Franklin, Suite 4 East, Chicago Illinois 60654, Attn: Rian Branning (rbranning@novo-advisors.com) and (ii) Bank Street Group LLC, 333 Ludlow Street, South Tower - Third Floor, Stamford, CT 06902, Attn: Timothy J. Murphy (tmurphy@bankstreet.com) (collectively, the “Debtors’ Advisors”), the following documents (collectively, the “Preliminary Bid Documents”) on or prior to February 17, 2023 at 4:00 p.m. (prevailing Eastern time), unless otherwise waived by the Debtors in their discretion:</p> <ol style="list-style-type: none"> an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed, which Confidentiality Agreement shall, among other terms, contain customary provisions regarding: (i) the nondisclosure of confidential information, (ii) prohibitions on contacting third parties in connection with a Transaction, (iii) covenant to not solicit employees of the Debtors, (iv) prohibitions on purchasing or otherwise acquiring the Debtors’ debt and equity securities, and (v) the survival of certain provisions of the Confidentiality Agreement; evidence by the potential bidder of its sufficient financial capacity to close a proposed transaction, which may include financial statements of, or verified financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors, with the assistance of the Debtors’ Advisors; written disclosure of any connections or agreements with the Debtors, the Stalking Horse Bidder, any other known potential bidder or Qualified Bidder (defined below), “insiders” of the Debtors (as that term is contemplated by section 101(31) of the Bankruptcy Code), and/or any manager or direct or indirect equity security holder of the Debtors; and identification of the potential bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated transaction.
Provisions	Each Bid submitted by an Acceptable Bidder (a “Bidder”) must be submitted

**Governing
Qualification of
Bidders**Local Rule 6004-
1(c)(i)(B)

in writing and satisfy the following requirements (collectively, the “Bid Requirements,” unless otherwise modified by the Debtors (except for the requirement set forth in II(d) below), in their discretion:

- a. Bid Deadline. A Bid must be received no later than the Bid Deadline, unless otherwise extended by the Debtors in their sole discretion; *provided that* such modification shall be subject to the Sale Milestones (as defined in the DIP Order).
- b. Marked Agreement. A Bid must include an executed asset purchase agreement (a “Competing APA”), together with all exhibits and schedules (the “Transaction Documents”), pursuant to which the Acceptable Bidder proposes to effectuate the contemplated transaction, which Competing APA must be similar in form and substance to the Stalking Horse Agreement and be marked to reflect the differences between the Stalking Horse Agreement and the Bidder’s Competing APA, including, without limitation, specification of the proposed purchase price, any assumed liabilities, and any changes to any exhibits or schedules to the Competing APA. A Bid must identify with particularity each and every condition to closing and all executory contracts and unexpired leases to be assumed and assigned pursuant to the Transaction Documents. The Transaction Documents must include a commitment to close by no later than the closing date provided in the Stalking Horse Agreement. A Bid should propose a contemplated transaction involving all or substantially all of the Assets; *provided, however*, that the Debtors in their discretion may consider proposals for less than substantially all the Assets, *provided further* that the Debtors will evaluate all Bids, in their sole discretion, to determine whether such Bid or combination of Bids maximizes the value of the Debtors’ estates as a whole in light of any factors regarding such bid which the Debtors, in their discretion, determine are appropriate to be considered in evaluating Bids.
- c. Purpose. Each Acceptable Bidder must state that the Bid includes an offer by the Acceptable Bidder to purchase some or all of the Assets and state which Assets with reasonable specificity. Each Acceptable Bid must clearly identify the following: (i) contracts to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; (ii) the liabilities, if any, to be assumed; (iii) leases of equipment or stores to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; and (iv) which employees or groups thereof will be offered employment.
- d. Purchase Price. The consideration proposed by a Bid may include cash and/or other consideration acceptable to the Debtors in an amount of no less than the sum of (i) the Purchase Price (as defined in the Stalking Horse Agreement) plus (ii) the Break-Up Fee and Expense Reimbursement (as defined in the Stalking Horse Agreement) plus (iii) \$250,000; *provided that* the Bid must include sufficient cash to pay all DIP Obligations (as defined in the DIP Order) in full upon closing, in addition to the Break-Up Fee and Expense Reimbursement.
- e. Forms of Consideration. Each Bid must (a) indicate (x) whether it is an

	<p>all-cash offer (including confirmation that the cash component of the Bid is based in U.S. Dollars) or consists of certain non-cash components, such as a credit bid and/or the assumption of liabilities; and (y) the liabilities to be assumed, if applicable; and (b) provide sufficient cash consideration specifically designated for the payment of the Break-Up Fee and Expense Reimbursement. The Debtors may request that any Bid include the allocation of the Purchase Price among the Assets to be acquired.</p> <p>f. <u>Deposit</u>. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the cash and non-cash consideration (with the deposit amount for the non-cash consideration determined by the Debtors in their discretion) of the Bid to be held in an escrow account to be identified and established by the Debtors (the “<u>Deposit</u>”); <i>provided that</i> that the Debtors reserve the right to increase the amount of the Deposit in their discretion, including, without limitation, the right to request an additional Deposit in the event an Acceptable Bidder increases the amount of its Bid. For the avoidance of doubt, the Stalking Horse Bidder shall not be required to provide a Deposit.</p> <p>g. <u>Irrevocable</u>. All Bids must be irrevocable until the Debtors’ selection of the Successful Bid and Backup Bid; <i>provided however</i>, that the Bids selected as either the Successful Bid or the Backup Bid (defined below) must be irrevocable and remain open for acceptance by the Debtors until three (3) Business Days after the closing of the Transaction with the Successful Bidder or the Backup Bidder, as applicable.</p> <p>h. <u>Committed Financing</u>. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder’s capacity to consummate the Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors’ satisfaction, that demonstrates that the Acceptable Bidder has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder’s purchase price and other obligations under its Bid. Such funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.</p> <p>i. <u>Unconditional Offer / Contingencies</u>. A statement that the Bid is formal, binding, and unconditional and is not subject to any further due diligence or financing contingency, and is irrevocable until the Debtors notify the Bidder that such Bid is not a Successful Bid or a Backup Bid.</p> <p>j. <u>Non-Reliance</u>. A Bid must include a written acknowledgement and representation of the Qualified Bidder that it has had an opportunity to conduct any and all due diligence regarding the Assets and Assumed Liabilities (as defined in the Stalking Horse Agreement) prior to making its Bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guaranties, express, implied,</p>
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	<p>statutory or otherwise, regarding the Assets, the financial performance of the Assets or the physical condition of the Assets, the Assumed Liabilities, or the completeness of any information provided in connection therewith or the Auction.</p> <p>k. <u>Identity</u>. Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Acceptable Bidder, including if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s), counsel and other advisors whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Acceptable Bidders from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein.</p> <p>l. <u>Adequate Assurance</u>. Each Bid must contain evidence acceptable to the Debtors in their discretion that the Acceptable Bidder has the ability to perform thereunder and otherwise complies with the requirements of adequate assurance of future performance under section 365(b)(1) and 365(b)(3) of the Bankruptcy Code. Such evidence may include audited and unaudited financial statements, tax returns, bank account statements, a description of the proposed business to be conducted at the premises and/or any other documentation that the Debtors further request.</p> <p>m. <u>Authorization</u>. Each Bid must contain evidence that the Acceptable Bidder has obtained authorization or approval from its board of directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the closing of the Transaction contemplated in such Bid.</p> <p>n. <u>No Fees Payable to Qualified Bidder</u>. Except with respect to the Break-Up Fee and Expense Reimbursement payable to the Stalking Horse Bidder in accordance with the Stalking Horse Agreement, a Bid may not request or entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue any break-up fee, termination fee, expense reimbursement or similar type of payment, or substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bidding Procedures.</p>
Provisions Providing Bid Protections to Stalking Horse Bidder Local Rule 6004- 1(c)(i)(C)	<p>To provide the Stalking Horse Bidder with an incentive to participate in a competitive process and to compensate the Stalking Horse Bidder for (i) performing substantial due diligence and incurring the expenses related thereto and (ii) entering into the Stalking Horse Agreement with the knowledge and risk that arises from participating in the sale and subsequent bidding process, the Debtors have agreed, and the Court has approved in the Bidding Procedures Order, that the Stalking Horse Bidder from the proceeds of a transaction</p>

	<p>consummated pursuant to a Successful Bid (defined below) with the Successful Bidder (defined below) and is subject to the terms of the Stalking Horse Agreement and pursuant to the terms thereof, to: (A) the Break-Up Fee of \$390,000 (the “Break-Up Fee”) and (B) the Expense Reimbursement (the “Expense Reimbursement”) subject to a cap of \$390,000. As set forth below, payment of the Break-Up Fee and Expense Reimbursement (to the extent payable under the Stalking Horse Agreement and Bidding Procedures Order) shall be a component of any Qualified Bid submitted by a Qualified Bidder (other than the Stalking Horse Bidder). The Break-Up Fee and Expense Reimbursement shall be payable as provided for pursuant to the terms of the Bidding Procedures Order, the Sale Order (as defined in the Bidding Procedures Order) and the Stalking Horse Agreement and the Interim DIP Order.</p>
<p>Modification of Bidding Procedures Local Rule 6004-1(c)(i)(D)</p>	<p>The Debtors reserve their rights to modify these Bidding Procedures in their business judgment in any manner that will best promote the goals of these Bidding Procedures or impose at or prior to the Auction, additional customary terms and conditions on a Transaction, including, without limitation: (a) extending the deadlines set forth in these Bidding Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids (other than the Stalking Horse Bid in existence as of the Effective Date). Notwithstanding the foregoing, the Debtors shall not be permitted to modify these Bidding Procedures in any way that (i) permits the submission of Bids after the close of the Auction, (ii) permits the Prepetition Lenders to credit bid the Prepetition Secured Obligations unless such credit bid includes an amount sufficient in cash to repay the DIP Obligations in full, and (iii) permits Qualified Bids that propose consideration that does not include cash sufficient and specifically designated to pay (1) the Break-Up Fee and Expense Reimbursement (as defined in the Stalking Horse Agreement) and (2) the DIP Obligations.</p>
<p>Closing with Alternative Backup Bidders Local Rule 6004-1(c)(i)(E)</p>	<p>a. Notwithstanding anything in these Bidding Procedures to the contrary, if the Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the conclusion of the Auction for the Assets or any sub-group thereof, as determined by the Debtors in the exercise of their business judgment, shall be required to serve as a backup bidder (the “Backup Bidder”) with respect to the Assets until the earlier of (i) such time that the Transaction is consummated and (ii) 30 days from entry of the Sale Order, subject to the terms of such Backup Bidder’s Competing APA. Each Qualified Bidder shall agree and be deemed to agree to be a Backup Bidder if so designated by the Debtors, subject to the terms of such Backup Bidder’s Competing APA.</p> <p>b. The identity of a Backup Bidder and the amount and material terms of the Qualified Bid of such Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder related thereto. Such Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the earlier of (i) the closing of the Approved Transaction (defined below) and (ii) 30 days from entry</p>

	<p>of the Sale Order; provided, if the Stalking Horse Bidder is selected as the Backup Bidder, such date shall not be later than the Outside Date (as defined in the Stalking Horse Agreement). Each Backup Bidder's Deposit shall be held in escrow (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) until the earlier of (i) three (3) Business Days after the closing of the Approved Transaction or (ii) 30 days from entry of the Sale Order, subject to the terms of such Backup Bidder's Competing APA.</p> <p>c. If a Successful Bidder fails to consummate the Approved Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder with respect to the Assets or sub-group of the Debtors' Assets or business as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.</p>
<p>Provisions Governing the Auction Local Rule 6004-1(c)(ii)</p>	<p>If no Qualified Bid (other than the Stalking Horse Bid) is received by the Bid Deadline, the Stalking Horse Bidder shall be deemed the Successful Bidder; provided however, the Debtors may, in their discretion, open the Auction solely for the purpose of reflecting on the record that no other Qualified Bids were received other than the Stalking Horse Bid.</p> <p>If the Debtors receive more than one Qualified Bid for the Assets (other than the Stalking Horse Bid), the Debtors will conduct the Auction to determine both the Successful Bidder and the Backup Bidder with respect to such Assets. The Auction shall take place February 28, 2023, at 10:00 a.m. (prevailing Eastern Time), at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE. 19801 (or by video conference to the live proceeding at this location), or such later date and time as selected by the Debtors (following consultation with the Consultation Parties); provided that such modification shall be subject to the Sale Milestones (as defined in the DIP Order).</p> <p>No later than the day before the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, or, if multiple bids are received in respect of non-overlapping Assets, the highest or best Qualified Bid(s) received in relation to each group of Assets, in each case as determined in the Debtors' business judgment (each such bid, a "Baseline Bid"), and provide copies of the documents supporting the Baseline Bid(s) to all Qualified Bidders and the Consultation Parties. The determination of which Qualified Bid(s) constitutes the Baseline Bid(s) and which Qualified Bid(s) constitutes the Successful Bid(s) shall take into account any factors the Debtors, in consultation of the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid(s) to the Debtors' estates, which may include, among other things: (a) the type and amount of Assets sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Baseline Bid; (e) the tax consequences of such</p>

	<p>Qualified Bid; (f) the assumption of obligations, including contracts and leases; (g) the cure amounts to be paid; and (h) the impact on employees, including the number of employees proposed to be transferred and employee-related obligations to be assumed (collectively, the “Bid Assessment Criteria”).</p> <p>The Auction shall be conducted pursuant to the following procedures:</p> <p>a. The Debtors Shall Conduct the Auction</p> <p>The Debtors and the Debtors’ Professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders and the Consultation Parties. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s), and any Backup Bid(s).</p> <p>Only (i) Qualified Bidders, (ii) the Consultation Parties, and (iii) the members of the Committee, and each of their respective legal and financial advisors, shall be entitled to attend the Auction, and the Qualified Bidders shall appear at the Auction in person (live or on videoconference) and may speak or bid themselves or through duly authorized representatives. Only Qualified Bidders shall be entitled to make any subsequent bids at the Auction.</p> <p>b. Terms of Overbids</p> <p>“Overbid” means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors’ announcement of the Baseline Bid. Each Overbid must comply with the following conditions:</p> <p>(i) Minimum Overbid Increment. Any Overbid to the initial Baseline Bid at the start of the Auction shall be in increments of no less than a value equal to \$100,000 unless otherwise determined by the Debtors in an exercise of their business judgment; provided, however, that to the extent that the Baseline Bid constitutes the Stalking Horse Bid, the bidding for such Assets at the first round of bidding will start at an amount equal to the sum of: (i) the value of the Baseline Bid, (ii) the amount of the Breakup Fee and Expense Reimbursement, and (iii) \$100,000.</p> <p>(ii) Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the “Overbid Round Deadline”) by which time any Overbids must be submitted to the Debtors.</p> <p>(iii) Overbid Alterations. An Overbid may contain alterations, modifications, additions, or deletions of any terms of the Bid no less favorable to the Debtors’ estates than any prior Qualified Bid or Overbid, as determined in the Debtors’ business judgment, but shall otherwise comply with the terms of these Bidding Procedures.</p> <p>(iv) No Round-Skipping. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent</p>
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a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for the Assets.

(v) Announcing Highest Bid. With respect to the Auction, the Debtors shall, subsequent to each Overbid Round Deadline, announce whether the Debtors in consultation with the Consultation Parties have identified (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the Baseline Bid in respect of the Assets that are the subject of the Auction or (b) in subsequent rounds, an Overbid as being higher or otherwise better than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

c. Consideration of Overbids

For the purpose of evaluating the value of the consideration provided by any Bid subsequent to the Baseline Bid, the Debtors will at each round of bidding, give effect to the Breakup Fee and Expense Reimbursement payable to the Stalking Horse under the Stalking Horse Agreement.

The Debtors reserve the right, in their business judgment, to adjourn the Auction one or more times, to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Transaction at the prevailing Overbid amount; provided that such adjournment shall be subject to the Sale Milestones (as defined in the DIP Order).

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their discretion following consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the Assets. Such Qualified Bid shall be declared the "Successful Bid," and such Qualified Bidder, the "Successful Bidder," at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of such Successful Bid is conditioned upon approval by the Court of such Successful Bid. For the avoidance of doubt, nothing in these Bidding Procedures shall prevent the Debtors from exercising their fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize

	<p>definitive documentation to implement the terms of the Successful Bid, and, as applicable, cause such definitive documentation to be filed with the Court.</p> <p>e. No Collusion; Good Faith Bona Fide Offer</p> <p>Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the Sale, and (ii) its Qualified Bid is a good faith bona fide offer and it intends to consummate the proposed Transaction if selected as the Successful Bidder.</p>
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28. Pursuant to Local Rule 6004-1(c), certain of the key terms of the Bidding Procedures for the Other Assets are highlighted in the chart below:

MATERIAL TERMS OF THE BIDDING PROCEDURES (OTHER ASSETS)	
Provisions Governing Qualification of Bidders Local Rule 6004-1(c)(i)(A)	<p>To receive due diligence information and to receive additional non-public information regarding the Debtors, a potential bidder must (x) not be in breach of any agreement with any Debtor and (y) deliver to each of: (a) proposed counsel to the Debtors, Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE 19801, Attn: Laura Davis Jones and ljones@pszjlaw.com; (b)(i) Novo Advisors, 401 N. Franklin, Suite 4 East, Chicago Illinois 60654, Attn: Rian Branning (rbranning@novo-advisors.com) and (ii) Bank Street Group LLC, 333 Ludlow Street, South Tower - Third Floor, Stamford, CT 06902, Attn: Timothy J. Murphy (tmurphy@bankstreet.com) (collectively, the “<u>Debtors’ Advisors</u>”), the following documents (collectively, the “<u>Preliminary Bid Documents</u>”) on or prior to February 17, 2023, at 4:00 p.m. (prevailing Eastern Time) unless otherwise waived by the Debtors in their discretion:</p> <p>a. an executed Confidentiality Agreement on terms acceptable to the Debtors, to the extent not already executed, which Confidentiality Agreement shall, among other terms, contain customary provisions regarding: (i) the nondisclosure of confidential information, (ii) prohibitions on contacting third parties in connection with a Transaction, (iii) covenant to not solicit employees of the Debtors; (iv) prohibitions on purchasing or otherwise acquiring the Debtors’ debt and equity securities, and (v) the survival of certain provisions of the Confidentiality Agreement;</p>

	<p>b. evidence by the potential bidder of its sufficient financial capacity to close a proposed transaction, which may include financial statements of, or verified financial commitments obtained by, the potential bidder (or, if the potential bidder is an entity formed for the purpose of acquiring the Other Assets, the party that will bear liability for a breach), the adequacy of which will be assessed by the Debtors, with the assistance of the Debtors' Advisors;</p> <p>c. written disclosure of any connections or agreements with the Debtors, any selected Other Assets Stalking Horse Bidder, any other known potential bidder or Qualified Bidder (defined below), "insiders" of the Debtors (as that term is contemplated by section 101(31) of the Bankruptcy Code), and/or any manager or direct or indirect equity security holder of the Debtors; and</p> <p>d. identification of the potential bidder, its principals, and the representatives thereof who are authorized to appear and act on its behalf for all purposes regarding the contemplated transaction.</p>
<p>Provisions Governing Qualification of Bidders Local Rule 6004-1(c)(i)(B)</p>	<p>Each Bid submitted by an Acceptable Bidder must be submitted in writing and satisfy the following requirements (collectively, the "<u>Bid Requirements</u>," unless otherwise modified by the Debtors, in their discretion:</p> <p>a. <u>Bid Deadline</u>. A Bid must be received no later than the Bid Deadline, unless otherwise extended by the Debtors in their sole discretion.</p> <p>b. <u>Specific Identification of Other Assets</u>. A Bid must identify with reasonable specificity the nature, type, and extent of the Other Assets that are encompassed within the Bid.</p> <p>c. <u>Marked Agreement</u>. A Bid must include an executed asset purchase agreement (a "<u>Other Assets APA</u>"), together with all exhibits and schedules (the "<u>Transaction Documents</u>"), pursuant to which the Acceptable Bidder proposes to effectuate the contemplated transaction, which Other Assets APA must be similar form and substance, as modified, to the form of Asset Purchase Agreement (the "<u>Form of Other Assets APA</u>") that the Debtors will provide through a data room and be marked to reflect the differences between the Form of Other Assets APA, including, without limitation, specification of the proposed purchase price, any assumed liabilities, and any changes to any exhibits or schedules to the Form of Other Assets APA. A Bid must identify with particularity each and every condition to closing and all executory contracts and unexpired leases to be assumed and assigned pursuant to the Transaction Documents. The Transaction Documents must include a commitment to close by no later than the closing date provided in the Form of Other Assets APA. A Bid should propose a contemplated transaction involving all or substantially all of the Other Assets; <i>provided, however</i>, that the Debtors in their discretion, may consider proposals for less than all the Other Assets, <i>provided further</i> that the Debtors will evaluate all Bids, in their sole discretion, subject to prior consultation with the Consultation Parties, to determine whether such Bid or combination of Bids maximizes the value of the</p>

	<p>Debtors' estates as a whole in light of any factors regarding such bid which the Debtors, in their discretion, determine are appropriate to be considered in evaluating Bids.</p> <p>d. <u>Purpose</u>. Each Acceptable Bidder must state that the Bid includes an offer by the Acceptable Bidder to purchase some or all of the Other Assets and state which Other Assets with reasonable specificity. Each Acceptable Bid must clearly identify the following: (i) contracts to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof; (ii) the liabilities, if any, to be assumed; and (iii) leases of equipment or stores to be assumed, including cure amounts to be paid, if any, and parties responsible for payment thereof.</p> <p>e. <u>Purchase Price</u>. The consideration proposed by a Bid may include cash and/or other consideration acceptable to the Debtors in an amount of no less than the sum of (i) the proposed purchase price <u>plus</u> (ii) the Break-Up Fee and Expense Reimbursement (if any) under a Other Assets Stalking Horse Agreement with a potential Bidder for any Other Assets) <u>plus</u> (iii) an initial overbid, in an amount to be determined by the Debtors in their discretion. Each Bid must clearly set forth the terms of any proposed Other Transaction, including and identifying separately any cash and non-cash components of the proposed Other Transaction consideration, including, for example, any liabilities to be assumed by the Acceptable Bidder.</p> <p>f. <u>Deposit</u>. Each Bid must be accompanied by a cash deposit in the amount equal to 10% of the aggregate value of the cash and non-cash consideration (with the deposit amount for the non-cash consideration determined by the Debtors in their discretion) of the Bid to be held in an escrow account to be identified and established by the Debtors (the "<u>Deposit</u>"); <i>provided that</i> that the Debtors reserve the right to modify the amount of the Deposit in their discretion to request an additional Deposit in the event an Acceptable Bidder increases the amount of its Bid.</p> <p>g. <u>Irrevocable</u>. All Bids must be irrevocable until the Debtors' selection of the Successful Bid and Backup Bid; <i>provided however</i>, that the Bids selected as either the Successful Bid or the Backup Bid (defined below) must be irrevocable and remain open for acceptance by the Debtors until three (3) Business Days after the closing of the Transaction with the Successful Bidder or the Backup Bidder, as applicable.</p> <p>h. <u>Committed Financing</u>. To the extent that a Bid is not accompanied by evidence of the Acceptable Bidder's capacity to consummate the Other Transaction set forth in its Bid with cash on hand, each Bid must include committed financing documented to the Debtors' satisfaction, that demonstrates that the Acceptable Bidder has received sufficient debt and/or equity funding commitments to satisfy the Acceptable Bidder's purchase price and other obligations under its Bid. Such</p>
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	<p>funding commitments or other financing must be unconditional and must not be subject to any internal approvals, syndication requirements, diligence, or credit committee approvals, and shall have covenants and conditions acceptable to the Debtors.</p> <p>i. <u>Unconditional Offer / Contingencies.</u> A statement that the Bid is formal, binding, and unconditional and is not subject to any further due diligence or financing contingency, and is irrevocable until the Debtors notify the Acceptable Bidder that such Bid is not a Successful Bid or a Backup Bid.</p> <p>j. <u>Non-Reliance.</u> A Bid must include a written acknowledgement and representation of the Acceptable Bidder that it has had an opportunity to conduct any and all due diligence regarding the Other Assets prior to making its Bid, that it has relied solely upon its own independent review, investigation and/or inspection of any documents and/or the Other Assets in making its bid, and that it did not rely upon any written or oral statements, representations, warranties, or guaranties, express, implied, statutory or otherwise, regarding the Other Assets, the financial performance of the Other Assets or the physical condition of the Other Assets, the Assumed Liabilities, or the completeness of any information provided in connection therewith or the Auction.</p> <p>k. <u>Identity.</u> Each Bid must fully disclose the identity of each entity that will be bidding or otherwise participating in connection with such Bid (including each equity holder or other financial backer of the Acceptable Bidder, including if such Acceptable Bidder is an entity formed for the purpose of consummating the proposed Other Transaction contemplated by such Bid), and the complete terms of any such participation. Under no circumstances shall any undisclosed principals, equity holders, or financial backers be associated with any Bid. Each Bid must also include contact information for the specific person(s), counsel and other advisors whom the Debtors' Advisors should contact regarding such Bid. Nothing herein shall preclude multiple Acceptable Bidders from submitting a joint Bid, subject to the Debtors' prior written consent to such submission and the disclosure requirements set forth herein.</p> <p>l. <u>Adequate Assurance.</u> To the extent applicable, each Bid must contain evidence acceptable to the Debtors in their discretion that the Acceptable Bidder has the ability to perform thereunder and otherwise complies with the requirements of adequate assurance of future performance under section 365(b)(1) and 365(b)(3) of the Bankruptcy Code. Such evidence may include audited and unaudited financial statements, tax returns, bank account statements, a description of the proposed business to be conducted at the premises and/or any other documentation that the Debtors further request.</p> <p>m. <u>Authorization.</u> Each Bid must contain evidence that the Acceptable Bidder has obtained authorization or approval from its board of</p>
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	<p>directors (or a comparable governing body acceptable to the Debtors) with respect to the submission of its Bid and the closing of the Other Transaction contemplated in such Bid.</p> <p>n. <u>Immediate Payment of the Breakup Fee.</u> A Bid must allow for the immediate payment of the Breakup Fee and Expense Reimbursement, if any, to the Other Assets Stalking Horse Bidder, if any, from the first proceeds of the cash portion of the purchase price of such Bid, upon the closing or immediately thereafter of the applicable proposed Sale.</p> <p>o. <u>No Fees Payable to Qualified Bidder.</u> Except with respect to any Break-Up Fee and Expense Reimbursement payable to an Other Assets Stalking Horse Bidder selected by the Debtors for all or some of the Other Assets, a Bid may not request or entitle the Bidder to any break-up fee, termination fee, expense reimbursement or similar type of payment. Moreover, by submitting a Bid, a Bidder shall be deemed to waive the right to pursue any break-up fee, termination fee, expense reimbursement or similar type of payment, or substantial contribution claim under section 503 of the Bankruptcy Code related in any way to the submission of its Bid or the Bidding Procedures.</p>
Provisions Providing Bid Protections to Stalking Horse Bidder Local Rule 6004- 1(c)(i)(C)	<p>As set forth above, the Debtors have not selected a Stalking Horse Bidder for the Other Assets, but may designate one or more Stalking Horse Bidders in accordance with the terms of the Bid Procedures Order and provide such bidders with payment of a breakup fee and expense reimbursement not to exceed in the aggregate more than 3% of the cash amount of any sale and shall be subject to entry of an order approving such bid protections by the Court.</p>
Modification of Bidding Procedures Local Rule 6004- 1(c)(i)(D)	<p>The Debtors reserve their rights, subject to prior consultation with the Consultation Parties, to modify the Other Assets Bidding Procedures, in their business judgment in any manner that will best promote the goals of these Other Assets Bidding Procedures or impose at or prior to the Auction, additional customary terms and conditions on a Other Assets Transaction, including, without limitation: (a) extending the deadlines set forth in these Other Assets Bidding Procedures; (b) adjourning the Auction at the Auction; (c) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting the Auction; (d) canceling the Auction; and (e) rejecting any or all Bids or Qualified Bids (other than any Other Assets Stalking Horse Agreement in existence as of the date of execution of such agreement).</p>
Closing with Alternative Backup Bidders Local Rule 6004- 1(c)(i)(E)	<p>Notwithstanding anything in these Other Assets Bidding Procedures to the contrary, if the Auction is conducted, the Qualified Bidder with the next-highest or otherwise second-best Qualified Bid at the conclusion of the Auction for the Other Assets or any sub-group thereof, as determined by the Debtors in the exercise of their business judgment, shall be required to serve as a backup bidder (the "<u>Backup Bidder</u>") with respect to the Other Assets until the earlier of (i) such time that the Other Assets Transaction is consummated and (ii) 30 days from entry of the Sale Order, subject to the terms of the asset purchase agreement entered into by the Backup Bidder. Each Qualified Bidder shall agree and be deemed to agree to be a Backup Bidder if so designated by the Debtors,</p>

	<p>subject to the terms of the asset purchase agreement entered into by the Backup Bidder.</p> <p>The identity of a Backup Bidder and the amount and material terms of the Qualified Bid of such Backup Bidder shall be announced by the Debtors, at the conclusion of the Auction at the same time the Debtors announce the identity of the Successful Bidder related thereto. Such Backup Bidder shall be required to keep its Qualified Bid (or if the Backup Bidder submits one or more Overbids at the Auction, its final Overbid) open and irrevocable until the earlier of (i) the closing of the Approved Other Assets Transaction (defined below) and (ii) 30 days from entry of the Sale Order; <i>provided</i>, if the Other Assets Stalking Horse Bidder is selected as the Backup Bidder, such date shall not be later than the Outside Date (as defined in the Other Assets Stalking Horse Agreement). Each Backup Bidder's Deposit shall be held in escrow (which may be held in escrow by Pachulski Stang Ziehl & Jones LLP) until the earlier of (i) three (3) Business Days after the closing of the Approved Other Assets Transaction or (ii) 30 days from entry of the Sale Order, subject to the terms of the asset purchase agreement entered into by the Backup Bidder.</p> <p>If a Successful Bidder fails to consummate the Approved Other Assets Transaction contemplated by its Successful Bid, the Debtors may select the Backup Bidder with respect to the Other Assets or sub-group of the Debtors' Other Assets or business as the Successful Bidder, and such Backup Bidder shall be deemed a Successful Bidder for all purposes. The Debtors will be authorized, but not required, to consummate all transactions contemplated by the Bid of such Backup Bidder without further order of the Court or notice to any party. In such case, the defaulting Successful Bidder's Deposit shall be forfeited to the Debtors, and the Debtors specifically reserve the right to seek all available remedies against the defaulting Successful Bidder, including with respect to specific performance.</p>
<p>Provisions Governing the Auction Local Rule 6004-1(c)(ii)</p>	<p>If the Debtors receive more than one Qualified Bid for the Other Assets, the Debtors will conduct the Auction to determine both the Successful Bidder and the Backup Bidder with respect to such Other Assets. The Auction shall take place February 28, 2023, at 10:00 a.m. (prevailing Eastern Time), at the offices of Pachulski Stang Ziehl & Jones LLP, 919 North Market Street, 17th Floor, Wilmington, DE. 19801 (or, following consultation with the Consultation Parties, by videoconference link to the live proceedings at this location provided that if the Debtors provide a videoconference link to such live proceedings, they will indicate when the Auction goes on the record and shall, upon request, provide a videoconference link to those parties participating in the Auction via videoconference).</p> <p>The Debtors, in their discretion, may continue the Auction with respect to the Other Assets.</p> <p>No later than the day before the Auction, the Debtors will notify all Qualified Bidders of the highest or otherwise best Qualified Bid, or, if multiple bids are received in respect of non-overlapping Other Assets, the highest or best Qualified Bid(s) received in relation to each group of Other Assets, in each case as determined in the Debtors' business judgment (each such bid, a "<u>Baseline Bid</u>"), and provide copies of the documents supporting the Baseline</p>

Bid(s) to all Qualified Bidders and the Consultation Parties. The determination of which Qualified Bid(s) constitutes the Baseline Bid(s) and which Qualified Bid(s) constitutes the Successful Bid(s) shall take into account any factors the Debtors, in consultation of the Consultation Parties, reasonably deem relevant to the value of the Qualified Bid(s) to the Debtors' estates, which may include, among other things: (a) the type and amount of Other Assets sought to be purchased in the Bid; (b) the amount and nature of the total consideration; (c) the likelihood of the Bidder's ability to close a transaction and the timing thereof; (d) the net economic effect of any changes to the value to be received by the Debtors' estates from the transaction contemplated by the Baseline Bid; (e) the tax consequences of such Qualified Bid; (f) the assumption of obligations, including contracts and leases; and (g) the cure amounts to be paid (collectively, the "Bid Assessment Criteria").

The Auction shall be conducted pursuant to the following procedures:

a. The Debtors Shall Conduct the Auction

The Debtors and the Debtors' Professionals shall direct and preside over the Auction. At the start of the Auction, the Debtors shall describe the terms of the Baseline Bid(s). All incremental Bids made thereafter shall be Overbids (as defined herein) and shall be made and received on an open basis, and all material terms of each Overbid shall be fully disclosed to all other Qualified Bidders and the Consultation Parties. The Debtors shall maintain a written transcript of all Bids made and announced at the Auction, including the Baseline Bid(s), all Overbids, the Successful Bid(s), and any Backup Bid(s).

Only (i) Qualified Bidders, (ii) the Consultation Parties, and (iii) the members of the official committee of unsecured creditors appointed in these chapter 11 cases (the "Committee"), and each of their respective legal and financial advisors, shall be entitled to attend the Auction; provided, however, that any party who wishes to physically attend the Auction (other than (i) the parties set forth in above, and (ii) such other parties the Debtors deem appropriate), shall provide at least five (5) days' notice of such attendance prior to the Auction by sending an email to proposed counsel to the Debtors.

b. Terms of Overbids

"Overbid" means any bid made at the Auction by a Qualified Bidder subsequent to the Debtors' announcement of the Baseline Bid. Each Overbid must comply with the following conditions:

Minimum Overbid Increment. The Debtors reserve the right, in an exercise of their business judgment and in the Debtors' sole discretion, to determine an Overbid to the initial Baseline Bid at the start of the Auction.

Conclusion of Each Overbid Round. Upon the solicitation of each round of Overbids, the Debtors may announce a deadline (as the Debtors may, in their business judgment, extend from time to time, the "Overbid Round Deadline") by which time any Overbids must be submitted to the Debtors.

Overbid Alterations. An Overbid may contain alterations, modifications,

additions, or deletions of any terms of the Bid no less favorable to the Debtors' estates than any prior Qualified Bid or Overbid, as determined in the Debtors' business judgment, but shall otherwise comply with the terms of these Other Assets Bidding Procedures.

No Round-Skipping. Round-skipping, as described herein, is explicitly prohibited. To remain eligible to participate in the Auction, in each round of bidding, (i) each Qualified Bidder must submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding and (ii) to the extent a Qualified Bidder fails to bid in such round of bidding or to submit a Bid in such round of bidding that is a higher or otherwise better offer than the immediately preceding Bid submitted by a Qualified Bidder in such round of bidding, as determined by the Debtors in their reasonable business judgment, such Qualified Bidder shall be disqualified from continuing to participate in the Auction for the Other Assets.

Announcing Highest Bid. With respect to the Auction, the Debtors shall, subsequent to each Overbid Round Deadline, announce whether the Debtors in consultation with the Consultation Parties have identified (a) in the initial Overbid round, an Overbid as being higher or otherwise better than the Baseline Bid in respect of the Other Assets that are the subject of the Auction or (b) in subsequent rounds, an Overbid as being higher or otherwise better than the Overbid previously designated by the Debtors as the prevailing highest or otherwise best Bid (the "Prevailing Highest Bid"). The Debtors shall describe to all Qualified Bidders the material terms of any new Overbid designated by the Debtors as the Prevailing Highest Bid as well as the value attributable by the Debtors to such Prevailing Highest Bid based on, among other things, the Bid Assessment Criteria.

c. Consideration of Overbids

The Debtors reserve the right, in their business judgment, to adjourn the Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their business judgment, may require that the Qualified Bidder has sufficient internal approvals and resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed Other Assets Transaction at the prevailing Overbid amount.

d. Closing the Auction

The Auction shall continue until there is only one Qualified Bid that the Debtors determine, in their discretion following consultation with the Consultation Parties, to be the highest or otherwise best Qualified Bid for the Other Assets. Such Qualified Bid shall be declared the "Successful Bid," and such Qualified Bidder, the "Successful Bidder," at which point the Auction will be closed. The Auction shall not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an Overbid at the

	<p>Auction to the then Prevailing Highest Bid. Such acceptance by the Debtors of such Successful Bid is conditioned upon approval by the Court of such Successful Bid. For the avoidance of doubt, nothing in these Other Assets Bidding Procedures shall prevent the Debtors from exercising their fiduciary duties under applicable law. As soon as reasonably practicable after closing the Auction, the Debtors shall finalize definitive documentation to implement the terms of the Successful Bid, and, as applicable, cause such definitive documentation to be filed with the Court.</p> <p style="text-align: center;">e. <u>No Collusion; Good Faith <i>Bona Fide</i> Offer</u></p> <p>Each Qualified Bidder participating at the Auction will be required to confirm on the record at the Auction that (i) it has not engaged in any collusion, within the meaning of section 363(n) of the Bankruptcy Code with respect to any bids submitted or not submitted in connection with the Sale, and (ii) its Qualified Bid is a good faith <i>bona fide</i> offer and it intends to consummate the proposed Other Assets Transaction if selected as the Successful Bidder.</p>
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B. Description of the Assets to Be Sold Pursuant to the Sale⁷

29. The pertinent terms of the Stalking Horse Agreement for the Stalking Horse Assets including the provisions required by Local Rule 6004-1(b), are summarized below. The description below only summarizes certain provisions of the Stalking Horse Agreement. The terms of the Stalking Horse Agreement control in the event of any inconsistency.

Sale to Insider Local Rule 6004-1(b)(iv)(A)	The Stalking Horse Bidder is not an insider of the Debtors. Bidding Procedures Order, Recital N.
Agreements with Management Local Rule 6004-1(b)(iv)(B)	The Stalking Horse Agreement contemplates the ability of the Stalking Horse Bidder to solicit and hire certain of Debtors' employees. Stalking Horse Agreement, § 1.10.
Releases Local Rule 6004-1(b)(iv)(C)	The Stalking Horse Agreement provides for certain mutual releases between the Stalking Horse Bidder and the selling Debtors. Stalking Horse Agreement, § 5.3.

⁷ Unless otherwise noted, capitalized terms used in this section of the Motion have the meanings ascribed in the Stalking Horse Agreement.

Private Sale/No Competitive Bidding Local Rule 6004-1(b)(iv)(D)	The Bidding Procedures Order provides for a potential auction if the Debtors receive at least another Qualified Bid (in addition to the Stalking Horse Agreement). Stalking Horse Agreement, § 4.3.
Closing Local Rule 6004-1(b)(iv)(E)	The Stalking Horse Agreement provides that the outside Closing Date is 60 days from the Petition Date. Stalking Horse Agreement, § 1.9.
Deposit Local Rule 6004-1(b)(iv)(F)	The Stalking Horse Agreement provides that the Stalking Horse Bidder is not required to post a deposit. However, if the selling Debtors terminate the Stalking Horse Agreement pursuant to section 7.1(c) thereof, the Debtors are entitled to damages against the Stalking Horse Bidder through cancellation of DIP Obligations in an amount not to exceed \$1.3 million. Stalking Horse Agreement, § 7.2.
Interim Arrangements with Proposed Purchaser Local Rule 6004-1(b)(iv)(G)	The Stalking Horse Agreement provides for a Transition Services Agreement (“TSA”). Stalking Horse Agreement, § 1.9(b).
Use of Proceeds Local Rule 6004-1(b)(iv)(H)	The Sale Order for the Stalking Horse Agreement provides that cash proceeds derived from the sale of the Stalking Horse Assets will be used by the Debtors to fund the Wind-Down Reserve in accordance with the provisions of the Interim Order and Final DIP Order. Sale Order, ¶39.
Tax Exemption Local Rule 6004-1(b)(iv)(I)	The Sale Motion and the Stalking Horse Agreement do not seek to have any taxes declared exempt under section 1146(a) of the Bankruptcy Code.
Record Retention Local Rule 6004-1(b)(iv)(J)	The TSA includes provisions on records retention and that the Debtors shall have the right to retain a copy of such records for archival, administrative and as necessary to comply with any applicable legal requirements. TSA, §1.6.
Sale of Avoidance Actions Local Rule 6004-1(b)(iv)(K)	The Stalking Horse Agreement provides that the Purchased Assets include “all Avoidance Actions, but solely to the extent the same relate to the Specified Assets, Assumed Liabilities, or any contract or business relationship between the Sellers and Purchaser or any of Purchaser’s affiliates (including, without limitation, the Prior Transaction Agreement) (collectively, the “Included Avoidance Actions”).” Stalking Horse Agreement, § 1.1.

Requested Findings as to Successor Liability Local Rule 6004-1(b)(iv)(L)	The Stalking Horse Agreement provides for a requirement that the Sale Order include free and clear language. Stalking Horse Agreement, § 5.4. The Sale Order includes findings and provisions providing that there is no successor liability. Sale Order, Recital O and ¶13.
Sale Free and Clear of Unexpired Leases Local Rule 6004-1(b)(iv)(M)	The Sale Order includes provisions providing for the free and clear sale of interests. Sale Order, ¶8.
Credit Bid Local Rule 6004-1(b)(iv)(N)	The Bidding Procedures Order provides for credit bidding rights. Bidding Procedures Order, ¶¶ 19-21
Relief From Bankruptcy Rule 6004(h) Local Rule 6004-1(b)(iv)(O)	Any proposed Sale Order may provide, that notwithstanding Bankruptcy Rules 6004 and 6006, the Sale Order shall be effective and enforceable immediately upon entry.
Assumed Liabilities	The Stalking Horse Agreement provides for the assumption of certain Assumed Liabilities. Stalking Horse Agreement, § 1.4.
Termination of Stalking Horse Agreement	The Stalking Horse Agreement provides for certain termination rights by both the Stalking Horse Bidder and the Debtors. Stalking Horse Agreement, § 7.1.
Conditions to Parties' Performance Obligations	The Stalking Horse Agreement provides for conditions precedent to closing for both the Stalking Horse Bidder and the Debtors. Stalking Horse Agreement, § 6.1.

30. The Debtors have determined that, in light of their financial situation, liquidity needs, a more viable alternative to a sale of the Stalking Horse Assets does not exist and that the Stalking Horse Agreement is the best option, subject to the process under the Bidding Procedures. The Debtors believe that the Sale of the Stalking Horse Assets and Sale of the Other Assets pursuant to this Motion optimizes value for their economic stakeholders.

C. Sale Noticing and Objection Procedures

31. The “Sale Process Key Dates and Deadlines” chart set forth above summarizes the proposed noticing and objection procedures and requirements with respect to service of the Sale Notice, the Sale Objection Deadline, and the deadline to publish the Sale Notice (collectively, the “Sale Noticing and Objection Procedures”). The Debtors submit that the Sale Noticing and Objection Procedures constitute adequate and reasonable notice of the key dates and deadlines and other important information regarding the sale process, including the Sale Objection Deadline and the Sale Hearing. The Sale Notice also provides parties with information on how to obtain copies of the Motion, sets forth the Bid Deadline and the time and place of the Auction. No later than three (3) Business Days after entry of the Bidding Procedures Order, the Debtors will serve the Sale Notice on the following parties: (i) counsel to any statutory committee of unsecured creditors appointed in the Chapter 11 Cases (the “Committee”); (ii) the U.S. Trustee; (iii) counsel to DIP Lenders and Stalking Horse Bidder; (iv) counsel to the Prepetition Lenders; (v) all known creditors of the Debtors (for whom identifying information and addresses are available to the Debtors); (vi) the Internal Revenue Service; (vii) all applicable federal, state, and local taxing authorities; (viii) all persons and entities known by the Debtors to have expressed an interest to the Debtors in the Stalking Horse Assets and Other Assets; (ix) all persons and entities known by the Debtors to have asserted any lien, claim, interest or encumbrance in the Stalking Horse Assets or Other Assets (for whom identifying information and addresses are available to the Debtors); (x) Counterparties to Potential Assumed Contracts; (xi) any governmental authority known to have a claim against the Debtors in the Chapter 11 Cases; (xii) the United States Securities and Exchange Commission; (xiii) the United States Attorney’s Office for the District of Delaware; (xiv) United States Attorney General’s Office for the District of Delaware; (xv) the Office of the Attorney

General and the Secretary of State in each state in which the Debtors operate; (xvi) all of the parties entitled to notice pursuant to Bankruptcy Rule 2002; and (xvii) all other parties as directed by the Court.

32. The Debtors also propose that any objections to the Sale must be in writing, state, with specificity, the legal and factual bases thereof, be filed with the Court by the Sale Objection Deadline and be served on the following parties: (1) proposed counsel for the Debtors; (2) counsel to any statutory committee; (3) the United States Trustee; (4) counsel to DIP Lenders and Stalking Horse Bidder; (5) counsel to the Prepetition Lenders; and (6) any other party that has requested notice pursuant to Bankruptcy Rule 2002 (collectively, the “Objection Notice Parties”).

33. The Sale Notice also provides information on how to obtain copies of the Motion and other sale related information directly from the case website maintained by the Debtors’ claims agent (the “Case Management Website”), Kroll at <https://cases.ra.kroll.com/GigaMonster>. Accordingly, the Debtors request that the Court approve the form of Sale Notice, substantially in the form attached to the Bidding Procedures Order as Exhibit 2, and find that the Sale Noticing and Objection Procedures comply with the requirements of Bankruptcy Rule 2002 and Local Rule 2002-1.

D. Potential Assumption and Assignment Notice and Proposed Assumption and Assignment Procedures for Contracts

34. At the closing of the Sale, the Debtors may seek to assume and assign to the Successful Bidder all or certain of the Potential Assumed Contracts.⁸ For any Potential Assumed

⁸ The inclusion of any agreement in the list of Potential Assumed Contracts does not constitute an admission by the Debtors that such agreement actually constitutes an executory contract or unexpired lease under section 365 of the Bankruptcy Code, and the Debtors expressly reserve the right to challenge the status of any agreement included in the list of Potential Assumed Contracts.

Contract that is listed in the Contracts Schedule (defined below) for the Stalking Horse Assets, the Successful Bidder may decide to (i) assume and assign the Potential Assumed Contract or (ii) not to assume and assign the Potential Assumed Contract.

35. The Debtors will serve the Potential Assumption and Assignment Notice substantially in the form attached to the Bidding Procedures Order as Exhibit 3 on all Counterparties to Potential Assumed Contracts. The Assumption Assignment Notice provides notice of, *inter alia*, the possible assumption and assignment of the Potential Assumed Contracts, the Debtors' proposed Cure Amounts, the applicable deadlines to object to the assumption and assignment of the Potential Assumed Contracts with respect to disputed Cure Amounts and/or on the basis of adequate assurance of future performance. The Potential Assumption and Assignment Notice also provides information on how to access the Bidding Procedures and Bidding Procedures Order from the Case Management Website. Accordingly, the Debtors request that the Court approve the form of Potential Assumption and Assignment Notice, substantially in the form attached to the Bidding Procedures Order as Exhibit 3, and find that the Sale Noticing and Objection Procedures comply with the requirements of Bankruptcy Rule 6006 and Local Rule 2002-1.

36. Except as set forth in the Stalking Horse Agreement, the Successful Bidder shall be responsible for payment of any Cure Amounts that may be owed to any counterparty to the Potential Assumed Contracts. The Successful Bidder shall also be responsible for satisfying any requirements regarding adequate assurances of future performance that may be imposed under section 365(b)(1) of the Bankruptcy Code in connection with the proposed assignment of any Potential Assumed Contracts. The Debtors propose that the Court make its determinations concerning adequate assurance of future performance under the Potential Assumed Contracts

pursuant to section 365(b)(1) of the Bankruptcy Code at the Sale Hearing, or as such other hearing as may be scheduled by the Court.

37. The Debtors request that the Court approve the proposed Assumption and Assignment Procedures, including with respect objections by any Counterparty to: the proposed assumption or assignment of its Potential Assumed Contract, the Debtors' proposed Cure Amounts with respect to such Potential Assumed Contract, if any, or the ability of the Stalking Horse Bidder or any other potential bidder to provide adequate assurance of future performance (collectively, an "Assumption and Assignment Objection"). The Debtors propose that all Assumption and Assignment Objections must be in writing, comply with the Bankruptcy Code, Bankruptcy Rules and Local Rules, state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amount the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365(b)(1) of the Bankruptcy Code) under the relevant Potential Assumed Contract, and be filed by the Assumption and Assignment Objection Deadline.

38. If a Counterparty files a timely Assumption and Assignment Objection, the Debtors propose that the Court hear and determine such objection either at the Sale Hearing or such other date that the Debtors and the Successful Bidder shall determine (subject to the Court's calendar). If a Counterparty fails to file with the Court and serve a timely Assumption and Assignment Objection, the Counterparty shall be barred from asserting any such objection with regard to the assumption or assignment of its Potential Assumed Contract. In such event, notwithstanding anything to the contrary in the Potential Assumed Contract, or any other document, the Debtors request that the Cure Amounts set forth in the Potential Assumption and Assignment Notice be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential Assumed Contract under section 365(b)(1) of the

Bankruptcy Code arising out of or related to the Potential Assumed Contract following the assumption and assignment of the Potential Assumed Contract. Moreover, if a Counterparty fails to file with the Court and serve a timely Assumption and Assignment Objection, the Debtors request that the Counterparty be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Potential Assumption and Assignment Notice with respect to such Potential Assumed Contract against the Debtors, the Successful Bidder or the property of any of them.

39. The Debtors may, subject to the agreement with the Stalking Horse Bidder or other successful bidder, add supplemental Potential Assumed Contracts to the schedule of Potential Assumed Contracts (the “Contracts Schedule”) or modify previously-noticed Cure Amounts in accordance with the Stalking Horse Agreement or agreement with such other Successful Bidder. In such an event, the Debtors will promptly serve a supplemental assumption and assignment notice, by overnight mail and, if known, e-mail, on the applicable Counterparties (collectively, a “Supplemental Assumption and Assignment Notice”). Each Supplemental Assumption and Assignment Notice will include the same information with respect to the applicable Potential Assumed Contract as is required to be included in the Potential Assumption and Assignment Notice. The procedures listed herein for the Supplemental Assumption and Assignment Notice apply to any Sale(s) of the Stalking Horse Assets and the Other Assets.

40. The Debtors propose that any Counterparty listed on a Supplemental Assumption and Assignment Notice whose Potential Assumed Contract is proposed to be assumed and assigned and was not included in the Potential Assumption and Assignment Notice may object to the proposed assumption or assignment of its Potential Assumed Contract, the Debtors’ proposed Cure Amounts with respect to its Potential Assumed Contract, if any, or the ability of

the Successful Bidder to provide adequate assurance of future performance (collectively, a “Supplemental Assumption and Assignment Objection”). The Debtors request that all Supplemental Assumption and Assignment Objections must state, with specificity, the legal and factual bases thereof, including, if applicable, the Cure Amounts the Counterparty believes is required to cure defaults (as that concept is contemplated by section 365 of the Bankruptcy Code) under the relevant Potential Assumed Contract and be filed by no later than ten (10) calendar days after the date of service of such Supplemental Assumption and Assignment Notice. If a Potential Assumed Contract was listed in the Potential Assumption and Assignment Notice and the previously-stated Cure Amount is modified in the Supplemental Assumption and Assignment Notice, the Counterparties to such Potential Assumed Contract may file a Supplemental Assumption and Assignment Objection only if such objection is to the modified Cure Amount.

41. If a Counterparty fails to file with the Court and serve a timely Supplemental Assumption and Assignment Objection, the Counterparty shall be barred from asserting any such objection with regard to the assumption or assignment of its Potential Assumed Contract. In such event, notwithstanding anything to the contrary in the Potential Assumed Contract, or any other document, the Debtors request that the Cure Amounts set forth in the Supplemental Assumption and Assignment Notice be controlling and shall be the only amount necessary to cure outstanding defaults under the applicable Potential Assumed Contract under section 365(b)(1) of the Bankruptcy Code arising out of or related to the Potential Assumed Contract following the assumption and assignment of the Potential Assumed Contract. Moreover, if a Counterparty fails to file with the Court and serve a timely Supplemental Assumption and Assignment Objection, the Debtors request that the Counterparty be forever barred from asserting any cure or other pre-assignment amounts in excess of the Cure Amount set forth in the applicable Supplemental

Assumption and Assignment Notice with respect to such Potential Assumed Contract against the Debtors, the Successful Bidder or the property of any of them.

42. Any Successful Bidder for the Stalking Horse Assets or the Other Assets will be responsible for providing evidence of “adequate assurances of future performance” to the extent required in connection with the assumption and assignment of any Potential Assumed Contract.

43. Finally, the Debtors request that, following any Auction, if the Stalking Horse Bidder is not the Successful Bidder, each Counterparty may raise any objections to such Successful Bidder’s ability to provide adequate assurances of future performance under section 365(b)(1) at the Sale Hearing provided that any objections relating to (i) the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Potential Assumed Contract or (ii) the Cure Amounts that must be cured by either the Stalking Horse Bidder or any Successful Bidder that is not the Stalking Horse Bidder with respect to the Potential Assumed Contract, must be filed by Assumption and Assignment Objection Deadline as provided above.

44. The Debtors submit that the proposed procedures governing the assumption and assignment of Potential Assumed Contracts are reasonable and should be approved.

E. Bid Protections for Potential Stalking Horse Bidder(s) for Other Assets

45. The Debtors have not selected an Other Assets Stalking Horse Bidder for the Other Assets, but seek the authority to designate one or more Other Assets Stalking Horse Bidders in accordance with the terms of the Bid Procedures Order and provide such bidders with payment of a breakup fee and expense reimbursement not to exceed in the aggregate more than

3% of the cash amount of any sale and shall be subject to entry of an order approving such bid protections by the Court (together, the “Other Assets Breakup Fee and Expense Reimbursement”). The Debtors propose that they be able to seek approval of the Other Assets Breakup Fee and Expense Reimbursement, either prior to or after any Auction, by filing a motion seeking a hearing on shortened notice.

46. The Other Assets Breakup Fee and Expense Reimbursement, if any, shall be payable to the designated Other Assets Stalking Horse Bidder only if: (i) the Other Assets Stalking Horse Bidder is not approved by the Court as the purchaser of the Other Assets on which it bid, (ii) the Other Assets Stalking Horse Bidder is not in default of its obligations under its Other Assets Stalking Horse Agreement with the Debtors, and (iii) the assets on which the Other Assets Stalking Horse Bidder bid are thereafter sold to a Successful Bidder(s) at the Auction for consideration in excess of the purchase price provided for in the Other Assets Stalking Horse Agreement notwithstanding the Other Assets Stalking Horse Bidder’s willingness and ability to consummate the transactions contemplated by its Other Assets Stalking Horse Agreement. Such payments shall be made to the designated Other Assets Stalking Horse Bidder solely out of the proceeds of closing with the Successful Bidder(s) of the Other Assets on which the Other Assets Stalking Horse Bidder bid.

47. Payment of the Other Assets Breakup Fee and Expense Reimbursement (to the extent payable under the terms of any asset purchase agreement with an Other Assets Stalking Horse Bidder (each, a “Other Assets Stalking Horse Agreement”) and Bidding Procedures Order) shall be a component of any Qualified Bid submitted by a Qualified Bidder (other than by a Other Assets Stalking Horse Bidder). The Other Assets Breakup Fee and Expense Reimbursement shall

be payable as provided for pursuant to the terms of the Bidding Procedures Order, the Other Assets Stalking Horse Agreement, and Interim DIP Order.

48. The Debtors may solicit a stalking horse bid and a stalking horse agreement from one or more interested parties for one or more groups of the Other Assets. On or before **February 20, 2023**, to the extent that the Debtors have selected a stalking horse bidder for the Other Assets, the Debtors will announce the designation of such stalking horse bidder by filing an “Other Assets Stalking Horse Bid Notice” on the Court’s docket identifying the stalking horse bidder and the Other Assets that are the subject of the stalking horse bid, and attaching any agreement accompanying the stalking horse bid. The Other Assets Stalking Horse Bid Notice shall be filed no later than two (2) business days prior to the date the Debtors seek to hold a hearing for approval of the bid protections, or as close to such deadline as is reasonably practicable under the circumstances in light of the shortened notice.

ARGUMENT

A. The Bidding Procedures Are Fair, Appropriate, and in the Best Interests of the Debtors and Their Stakeholders

49. The Bidding Procedures are specifically designed to promote what courts have deemed to be the paramount goal of any proposed sale of a debtor’s property—maximizing the value of sale proceeds received by the estate. *See Burtch et al. v. Ganz, et al. (In re Mushroom Co.)*, 382 F.3d 325, 339 (3d Cir. 2004) (finding that debtor “had a fiduciary duty to protect and maximize the estate’s assets”); *Official Comm. of Unsecured Creditors of Cybergenics Corp. v. Chinery*, 330 F.3d 548, 573 (3d Cir. 2003) (debtor has “fiduciary duty to maximize the value of the bankruptcy estate”); *In re Food Barn Stores, Inc.*, 107 F.3d 558, 564- 65 (8th Cir. 1997) (“a primary objective of the Code [in asset sales is] to enhance the value of the estate at hand.”) (citing

Metro. Airports Comm'n v. Northwest Airlines, Inc. (In re Midway Airlines, Inc.), 6 F.3d 492, 494 (7th Cir. 1993) (“Section 365 . . . advances one of the Code’s central purposes, the maximization of the value of the bankruptcy estate for the benefit of creditors.”)). Courts uniformly recognize that procedures established for the purpose of enhancing competitive bidding are consistent with the fundamental goal of maximizing the value of a debtor’s estate. *See Calpine Corp. v. O’Brien Env’tl. Energy, Inc. (In re O’Brien Env’tl. Energy, Inc.)*, 181 F.3d 527, 537 (3d Cir. 1999) (noting that bidding procedures that promote competitive bidding provide a benefit to a debtor’s estate); *In re Fin’l News Network, Inc.*, 126 B.R. 152, 156 (Bankr. S.D.N.Y. 1992) (“[C]ourt-imposed rules for the disposition of assets . . . [should] provide an adequate basis for comparison of offers, and [should] provide for fair and efficient resolution of bankrupt estates.”).

50. The Bidding Procedures provide for an orderly, uniform and appropriately competitive process through which interested parties may submit offers in connection with the Sale of the Stalking Horse Assets and Sale of Other Assets. The Debtors, with the assistance of their advisors, have structured the Bidding Procedures to promote active bidding by interested parties and to confirm the highest or otherwise best offer reasonably available for the Stalking Horse Assets and Other Assets. The Bidding Procedures will allow the Debtors to conduct any Auction in a fair and transparent manner that will encourage participation by financially capable bidders with demonstrated ability to consummate a timely sale or sales.

51. Courts in this District and other districts routinely approve procedures substantially similar to the proposed Bidding Procedures. *See, e.g., In re RTI Holding Co., LLC*, Case No. 20-12456 (JTD) (Bankr. D. Del. Nov. 20, 2020); *In re BL Restaurants Holding, LLC*, Case No. 20-10156 (MFW) (Bankr. D. Del. Feb. 28, 2020); *In re Forever 21, Inc.*, Case No. 19-12122 (KG) (Bankr. D. Del. Feb. 4, 2020); *In re Consolidated Infrastructure Group, Inc.*, No. 19-

10165 (BLS) [Docket No. 151] (Bankr. D. Del. Apr. 24, 2019) (authorizing designation of stalking horse bidders and provision of bid protections without further hearing with consent of United States Trustee and consultation parties); *In re Hobbico, Inc.*, No. 18-10055 (KG) [Docket No. 243] (Bankr. D. Del. Mar. 14, 2018) (same); *In re California Proton Treatment Center, LLC*, No. 17-10477 (LSS) [Docket No. 158] (Bankr. D. Del. Apr. 12, 2017) (same); *In re United Road Towing, Inc.*, No. 17-10249 (LSS) [Docket No. 131] (Bankr. D. Del. Mar. 6, 2017) (same); *In re Constellation Enterprises LLC*, No. 16-11213 (CSS) [Docket No. 260] (Bankr. D. Del. Jun. 15, 2016) (same); *See also, e.g., In re Mabvax Therapeutics Holdings, Inc.*, No. 19-10603 (CSS) [Docket No. 78] (Bankr. D. Del. Apr. 8, 2019) (approving bidding procedures with a bid deadline 18 days after entry of bidding procedures order); *In re Things Remembered, Inc.*, No. 19-10248 (CSS) [Docket No. 100] (Bankr. D. Del. Mar. 13, 2019) (approving bidding procedures with bid deadline 7 days after entry of order and auction scheduled for 26 days after entry of order); *In re Charlotte Russe Holding, Inc.*, No. 19-10210 (LSS) [Docket No. 199] (Bankr. D. Del. Feb. 21, 2019) (approving bidding procedures with bid deadline 10 days after entry of order and auction scheduled for 29 days after entry of order); *In re Maurice Sporting Goods, Inc.*, No. 17-12481 (CSS) [Docket No. 125] (Bankr. D. Del. Dec. 12, 2017) (entering bidding procedures order 22 days after petition date, approving bid deadline 10 days after entry of order); *In re Golfsmith Int'l Holdings, Inc.*, No. 16-12033 (LSS) [Docket No. 196] (Bankr. D. Del. Oct. 6, 2016) (approving bidding procedures with a bid deadline 11 days after entry of order and auction scheduled for 13 days after entry of order).

52. Accordingly, the Bidding Procedures should be approved, not just because they are aligned with the circumstances of the Debtors' chapter 11 cases, but also because they are consistent with procedures approved by courts in this District in cases of similarly-situated debtors

and are otherwise reasonable, appropriate, and in the best interests of the Debtors, their estates and all parties in interest.

B. The Proposed Bid Protections Are Necessary, Reasonable, and Appropriate

53. As indicated above, the Debtors hereby request that the Court approve the Break-Up Fee and Expense Reimbursement. The Debtors and Stalking Horse Bidder believe that the amount of the Break-Up Fee is reasonable, given the benefits to the Debtors' estates of having a "stalking horse" bidder by virtue of the definitive Stalking Horse Agreement, and the risk to the Stalking Horse Bidder that a third-party offer may ultimately be accepted, and that approval of the Break-Up Fee and Expense Reimbursement under the terms of the Stalking Horse Agreement are necessary to preserve and enhance the value of the Debtors' estates. The Debtors believe that the agreement to pay the Break-Up Fee and Expense Reimbursement on the terms of the Stalking Horse Agreement is necessary to induce the Debtors to enter into the transactions encompassed by the Stalking Horse Agreement and sets an appropriate floor for the value of the Stalking Horse Assets, thus enabling the Debtors to obtain the highest and best possible price for the Stalking Horse Assets. Finally, the Debtors believe that the Break-Up Fee and Expense Reimbursement are each fair and reasonable under the circumstances of these cases.

54. The Bidding Procedures are reasonably calculated to encourage a buyer to submit a final bid within the range of reasonably anticipated values. The Break-Up Fee will encourage competitive bidding and will potentially lead to further competition and the establishment of a baseline against which higher or otherwise better offers can be measured. The Debtors believe that the Expense Reimbursement is also reasonable under the circumstances in light of the expenses incurred by the Stalking Horse Bidder.

55. Providing a stalking horse bidder with certain bidding protections in connection with a sale of significant assets under section 363 of the Bankruptcy Code has become standard practice in chapter 11 cases. In the Third Circuit, break-up fees and expense reimbursements are considered administrative expenses and must be necessary to preserve the value of a debtor's estate. See *Calpine Corp. v. O'Brien Envtl. Energy, Inc. (In re O'Brien Envtl. Energy, Inc.)*, 181 F.3d 527, 533 (3d Cir. 1999). In *O'Brien*, the Third Circuit provided two examples of a potential benefit accruing from the payment of a break-up fee. See *id.* First, a benefit to the estate may arise if, "assurance of a break-up fee promoted [a] more competitive bidding [process], such as by inducing a bid that otherwise would not have been made and without which bidding would have been limited." *Id.* at 537. Second, bidding protections encourage potential bidders to evaluate thoroughly a debtor's value, thereby "increasing the likelihood that the price at which the debtor is sold will reflect its true worth." *Id.* Termination and similar fees are effective mechanisms for protecting bidders in connection with an asset sale and can be "important tools to encourage bidding and to maximize the value of the [d]ebtors' assets." *Official Comm. of Subordinated Bondholders v. Integrated Res., Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 659 (S.D.N.Y. 1992), *appeal dismissed*, 3 F.3d 49 (2d Cir. 1993). Put differently, these bidding protections enable a debtor to assure a sale to a contractually committed bidder at a price the debtor believes is fair and reasonable, while providing the debtor with the opportunity to generate even greater value through an auction process. See *In re 995 Fifth Ave. Assocs., L.P.*, 96 B.R. 24, 28 (Bankr. S.D.N.Y. 1989) (bidding incentives may be "legitimately necessary to convince a white knight to enter the bidding by providing some form of compensation for the risks it is undertaking.") (citation omitted) (internal quotation marks omitted).

56. In *O'Brien*, the Third Circuit reviewed the following nine factors set forth by the lower court as relevant in deciding whether to award a break-up fee:

- a. the presence of self-dealing or manipulation in negotiating the break-up fee;
- b. whether the fee harms, rather than encourages, bidding;
- c. the reasonableness of the break-up fee relative to the purchase price;
- d. whether the unsuccessful bidder placed the estate property in a “sale configuration mode” to attract other bidders to the auction;
- e. the ability of the request for a break-up fee to serve to attract or retain a potentially successful bid, establish a bid standard or minimum for other bidders or attract additional bidders;
- f. the correlation of the fee to a maximum value of the debtor’s estate;
- g. the support of the principal secured creditors and creditors’ committees of the break-up fee;
- h. the benefits of the safeguards to the debtor’s estate; and
- i. the substantial adverse impact of the break-up fee on unsecured creditors, where such creditors are in opposition to the break-up fee.

See In re O'Brien Envtl. Energy, Inc., 181 F.3d at 536.

57. As set forth above, the Bid Protections are necessary to preserve the value of the Debtors’ estates because they will enable the Debtors to secure an adequate floor for the Stalking Horse Assets and to therefore insist that competing bids be materially higher or otherwise better than as provided under the Stalking Horse Agreement—a clear benefit to the Debtors’ estates.

58. The Debtors submit that the Bid Protections for the Stalking Horse Agreement reflect market terms for a transaction of this size and nature. *See, e.g., In re The Rockport Co., LLC*, (No. 18-11145) (LSS) [Docket No. 146] (Bankr. D. Del. June 5, 2018) (approving break-up fee and expense reimbursement equal to approximately 4.3% of the purchase

price); *In re Orexigen Therapeutics, Inc.*, (No. 18-10518) (KG) [Docket No. 231] (Bankr. D. Del. April 23, 2018) (approving break-up fee and expense reimbursement equal to approximately 7.3% of the purchase price); *In re The Weinstein Company Holdings LLC*, (No. 18-10601) (MFW) [Docket No. 190] (Bankr. D. Del. Apr. 6, 2018) (approving break-up fee and expense reimbursement equal to approximately 5% of the purchase price); *In re ATopTech, Inc.*, (No. 17-10111) (MFW) [Docket No. 234] (Bankr. D. Del. Apr. 21, 2017) (approving break-up fee and expense reimbursement equal to approximately 5% of the purchase price); *In re Phoenix Brands LLC*, (No. 16-11242) (BLS) [Docket No. 136] (Bankr. D. Del. June 8, 2016) (approving break-up fee and expense reimbursement greater than 5% of the purchase price).

59. Most importantly, absent approval of the Bid Protections, the Debtors may lose the opportunity to obtain the highest and otherwise best offers for the Stalking Horse Assets and Other Assets through the Auction process. If the Court does not approve the proposed Bid Protections, the success of the sale process could be compromised, the competitive nature of any Auction could be undermined, and the estates could suffer accordingly. The Bid Protections were negotiated at arm's length and in good faith with the Stalking Horse Bidder. Moreover, the Stalking Horse Bidder is not an "insider" or "affiliate" of any of the Debtors, as those terms are defined in section 101 of the Bankruptcy Code, and no common identity of incorporators, directors, officers, or controlling stockholders exists between the Stalking Horse Bidder and the Debtors. Accordingly, the Debtors request that the Court approve the Bid Protections pursuant to and in accordance with the terms of the Bidding Procedures Order and the Stalking Horse Agreement, as such bid protections will be in the best interest of the Debtors and their estates.

C. Approval of the Proposed Sale Is Warranted Under Section 363 of the Bankruptcy Code

60. Section 363 of the Bankruptcy Code provides, in relevant part, that the debtor may, “after notice and a hearing . . . use, sell, or lease, other than in the ordinary course of business, property of the estate.” 11 U.S.C. § 363(b)(1). While the Bankruptcy Code does not specify the appropriate standard for approving the sale of property under section 363, courts routinely authorize a sale if it is based upon the debtor’s sound business judgment. *See, e.g., Meyers v. Martin (In re Martin)*, 91 F.3d 389, 395 (3d Cir. 1996) (citing *In re Schipper*, 933 F.2d 513 (7th Cir. 1991)); *In re Chateaugay Corp.*, 973 F.2d 141, 143 (2d Cir. 1992); *Stephen Indus., Inc. v. McClung*, 789 F.2d 386, 390 (6th Cir. 1986); *Comm. of Equity Security Holders v. Lionel Corp. (In re Lionel Corp.)*, 722 F.2d 1063, 1071 (2d Cir. 1983).

61. Courts typically consider the following factors in determining whether a sale under section 363 of the Bankruptcy Code passes muster under the business judgment standard: (a) whether a sound business justification exists for the sale; (b) whether adequate and reasonable notice of the sale was provided to interested parties; (c) whether the sale will produce a fair and reasonable price for the property; and (d) whether the parties have acted in good faith. *See In re Decora Indus., Inc.*, No. 00-4459, 2002 WL 32332749, at *2 (D. Del. May 20, 2002) (adopting *Lionel* factors) (citing *Guilford Transp. Indus., Inc. v. Delaware & Hudson Ry. Co. (In re Delaware & Hudson Ry. Co.)*, 124 B.R. 169, 176 (D. Del. 1991) (listing non-exclusive factors that may be considered by a court in determining whether there is a sound business purpose for an asset sale)). As such, it follows that when a debtor demonstrates a valid business justification for a decision, the presumption is that the business decision was made “on an informed basis, in good faith and in the honest belief that the action taken was in the best interests of the company.” *Official Comm. of Subordinated Bondholders v. Integrated Res. Inc. (In re Integrated Res., Inc.)*, 147 B.R. 650, 656 (S.D.N.Y. 1990) (quoting *Smith v. Van Gorkom*, 488 A.2d 858, 872 (Del. 1985)).

D. The Debtors Have Demonstrated a Sound Business Justification for the Proposed Sale

62. A sound business justification exists where the sale of a debtor's assets are necessary to preserve the value of the debtor's estate for the benefit of creditors and interest holders. *See, e.g., Cumberland Farms Dairy, Inc. v. Abbotts Dairies of Penn., Inc. (In re Abbotts Dairies of Penn., Inc.)*, 788 F.2d 143 (3d Cir. 1986); *In re Delaware & Hudson Ry. Co.*, 124 B.R. at 179 (approving the sale of the debtor as a going concern upon a showing of "a valid business purpose"); *In re Lionel Corp.*, 722 F.2d at 1071 (adopting a rule "requiring that a judge determining a § 363(b) application expressly find from the evidence presented before him . . . a good business reason to grant" the sale).

63. As set forth above, a strong business justification exists for a sale of the Stalking Horse Assets and Other Assets. In light of the Debtors' financial condition, an orderly but expeditious Sale of the Stalking Horse Assets and Other Assets is critical to maximizing recoveries for all of the Debtors' stakeholders. Moreover, a timely closing of the Sale(s) are necessary under the Interim DIP Order, without which Debtors would not have been able to execute an orderly and value-maximizing sale process or fund these chapter 11 cases.

E. The Proposed Sale(s) Will Yield a Fair and Reasonable Purchase Price for the Assets

64. As set forth above, the Debtors believe that the Sale(s) governed by the Bidding Procedures will yield a fair and reasonable price for the Stalking Horse Assets and Other Assets. The Bidding Procedures were designed to facilitate a robust and competitive bidding process and provide significant flexibility to do so. The Debtors also constructed the Bidding Procedures to promote transparency, good faith and fairness throughout the entire sale process within the parameters of the Milestones. The Bidding Procedures provide an appropriate

framework for the Debtors to review, analyze and compare one or more bids for the Stalking Horse Assets and Other Assets and to engage with bidders on an arm's length basis to work to improve the quality of their bids for the benefit of all parties in interest.

65. A sale or sales governed by the Bidding Procedures undoubtedly will serve the important objectives of obtaining not only a fair and reasonable purchase price for the Stalking Horse Assets and Other Assets, but also the highest or best value for the Stalking Horse Assets and Other Assets. This is a critical feature of the Bidding Procedures, which will inure to the benefit of all parties in interest in the chapter 11 cases.

F. The Successful Bidder(s) Should be Entitled to the Protections of Section 363(m) of the Bankruptcy Code.

66. Section 363(m) of the Bankruptcy Code is designed to protect the sale of a debtor's assets to a good-faith purchaser. Specifically, section 363(m) provides the following:

The reversal or modification on appeal of an authorization under subsection (b) or (c) of this section of a sale or lease of property does not affect the validity of a sale or lease under such authorization to an entity that purchased or leased such property in good faith, whether or not such entity knew of the pendency of the appeal, unless such authorization and such sale ... were stayed pending appeal.

11 U.S.C. § 363(m). Section 363(m) embodies the “policy of not only affording finality to the judgment of the bankruptcy court, but particularly to give finality to those orders and judgments upon which third parties rely.” *See Reloeb Co. v. LTV Corp. (In re Chateaugay Corp.)*, No. 92 Civ. 7054 (PKL), 1993 U.S. Dist. LEXIS 6130, at *9 (S.D.N.Y. May 10, 1993) (quoting *Abbotts Dairies*, 788 F.2d at 147)); *see also Allstate Ins. Co. v. Hughes*, 174 B.R. 884, 888 (S.D.N.Y. 1994) (“Section 363(m) . . . provides that good faith transfers of property will not be affected by the reversal or modification on appeal of an unstayed order, whether or not the transferee knew of the pendency of the appeal”).

67. While the Bankruptcy Code does not define “good faith,” the Third Circuit has held that indicia of bad faith typically include “fraud, collusion between the purchaser and other bidders or the trustee, or an attempt to take grossly unfair advantage of other bidders.” *Abbotts Diaries*, 788 F.2d 143, 147 (3d Cir. 1986) (quoting *Hoes Corp. v. Vetter Corp. (In re Vetter Corp.)*, 724 F.2d 52, 55 (7th Cir. 1983)) (other citations omitted); *see also Kabro Assoc. of West Islip, L.L.C. v. Colony Hill Assocs. (In re Colony Hill Assocs.)*, 111 F.3d 269, 276 (2d Cir. 1997).

68. As set forth above, the Bidding Procedures were designed with the goal of producing a fair and transparent sale process that will yield the highest or otherwise best value for the Stalking Horse Assets and Other Assets. The Stalking Horse Bidder has engaged separate counsel to represent its interests in the negotiation of the Stalking Horse Agreement and in the sale process generally for the Stalking Horse Assets. The Debtors submit, and the testimony presented at the Sale Hearing will demonstrate, that the terms and conditions of the Sale(s) will have been negotiated by the Debtors and the Stalking Horse Bidder or Successful Bidder for the Stalking Horse Assets and Other Assets, as applicable, at arm’s length and in good faith, with the assistance of the Debtors’ professional advisors, and that the parties did not engage in any conduct that would cause or permit the Sale to be avoided under section 363(n) of the Bankruptcy Code.

69. The Debtors submit that the Stalking Horse Bidder is a “good faith purchaser” within the meaning of section 363(m) of the Bankruptcy Code. Further, as set forth above, the Bidding Procedures are designed to produce a fair and transparent competitive bidding process. Each Qualified Bidder participating in the Auction will be required confirm that it has not engaged in any collusion with respect to the bidding or the sale of any of the Stalking Horse Assets or the Other Assets. Any purchase agreement with a Successful Bidder executed by the Debtors

will be negotiated at arm's length and in good faith. As such, the Debtors request a finding that any Successful Bidder (including the Stalking Horse Bidder if it is the Successful Bidder) is a good-faith purchaser and is entitled to the full protections afforded under section 363(m) of the Bankruptcy Code.

70. In view of the foregoing, the Debtors have demonstrated that the proposed sale of their Stalking Horse Assets and Other Assets should be approved as a sound exercise of their business judgment.

G. The Sale of the Assets Free and Clear of Liens, Claims, Interests and Encumbrances Is Appropriate under Section 363(f) of the Bankruptcy Code

71. In the interest of attracting the best offers, the Court should authorize the Debtors to sell the Stalking Horse Assets and Other Assets free and clear of any liens, claims, interests and other encumbrances, in accordance with section 363(f) of the Bankruptcy Code. Section 363(f) of the Bankruptcy Code authorizes a debtor to sell assets free and clear of all liens, claims, interests and encumbrances of an entity other than the estate if any one of the following conditions is met:

- (a) applicable non-bankruptcy law permits sale of such property free and clear of such interest;
- (b) such entity consents;
- (c) such interest is a lien and the price at which such property is to be sold is greater than the aggregate value of all liens on such property;
- (d) such interest is in bona fide dispute; or
- (e) such entity could be compelled, in legal or equitable proceeding, to accept a money satisfaction of such interest.

11 U.S.C. § 363(f)(1) – (5); *see also In re Kellstrom Indus., Inc.*, 282 B.R. 787, 793 (Bankr. D. Del. 2002) (“Section 363(f) is written in the disjunctive, not the conjunctive, and if any of the five

conditions are met, the debtor has the authority to conduct the sale free and clear of all liens.”); *Citicorp Homeowners Servs., Inc. v. Elliot (In re Elliot)*, 94 B.R. 343, 345 (E.D. Pa. 1988) (same); *Mich. Emp’t Sec. Comm’n v. Wolverine Radio Co. (In re Wolverine Radio Co.)*, 930 F.2d 1132, 1147 n.24 (6th Cir. 1991) (same); *In re Zeigler*, 320 B.R. 362, 381 (Bankr. N.D. Ill. 2005) (same); *In re Bygaph, Inc.*, 56 B.R. 596, 606 n.8 (Bankr. S.D.N.Y. 1986) (same).

72. Section 363(f) of the Bankruptcy Code is supplemented by section 105(a) of the Bankruptcy Code, which provides that “[t]he Court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of [the Bankruptcy Code].” 11 U.S.C. §105(a); *see also Volvo White Truck Corp. v. Chambersburg Beverage, Inc. (In re White Motor Credit Corp.)*, 75 B.R. 944, 948 (Bankr. N.D. Ohio 1987) (“Authority to conduct such sales [free and clear of claims] is within the court’s equitable powers when necessary to carry out the provisions of [the Bankruptcy Code].”).

73. The Debtors submit, and to the extent necessary will demonstrate at the Sale Hearing, that the sale of the Stalking Horse Assets and Other Assets free and clear of all liens, claims, interests, and encumbrances will satisfy one or more of the requirements under section 363(f) of the Bankruptcy Code. The proposed Sale(s) satisfies one or more of the requirements under section 363(f) of the Bankruptcy Code to permit a “free and clear” sale of the Stalking Horse Assets and Other Assets. For example, the Stalking Horse Assets and Other Assets are subject to the liens of the Debtors’ prepetition and postpetition secured lenders, each of whom either have consented or are expected to consent to the Sale(s). Additionally, any parties with junior liens on the Stalking Horse Assets and Other Assets can be compelled to accept a money satisfaction of their interests, but also would be adequately protected by such liens attaching to the proceeds of the applicable Sale in the order of their respective priority.

74. Moreover, the Debtors will send the Sale Notice to any other purported prepetition lienholders. If such lienholders do not object to the proposed Sale(s), then their consent should reasonably be presumed. Accordingly, the Debtors request that, unless a party asserting a prepetition lien, claim, or encumbrance on any of the Stalking Horse Assets and Other Assets timely objects to this Motion as it relates to the Sale (and not the Bidding Procedures), such party shall be deemed to have consented to any Sale approved at the Sale Hearing. *See Hargave v. Twp. of Pemberton*, 175 B.R. 855, 858 (Bankr. D.N.J. 1994) (by not objecting to a sale motion, a creditor is deemed to consent to the relief requested therein). Accordingly, the Debtors request that the Court authorize the sale of the Stalking Horse Assets and Other Assets free and clear of any liens, claims, interests, and encumbrances, in accordance with section 363(f) of the Bankruptcy Code, subject to such liens, claims, interests, and encumbrances attaching to the proceed thereof in the same order of relative priority, with the same validity, force, and effect as prior to such.

75. It is also appropriate to sell the Stalking Horse Assets and Other Assets free and clear of successor liability relating to the Debtors' business. Such limitations on successor liability ensure that the Successful Bidder is protected from any claims or lawsuits premised on the theory that the Successful Bidder is the successor in interest to one or more of the Debtors. Courts have consistently held that a buyer of a debtor's assets pursuant to a section 363 sale takes free and clear from successor liability relating to the debtor's business. *See, e.g., In re Trans World Airlines, Inc.*, 322 F.3d 283, 288-90 (3d Cir. 2003) (sale of assets pursuant to section 363(f) barred successor liability claims for employment discrimination and rights under travel voucher program); *In re Leckie Smokeless Coal Co.*, 99 F.3d 573, 585 (4th Cir. 1996) (affirming the sale of debtors' assets free and clear of certain taxes); *In re Ormet*, 2014 WL 3542133 (Bankr. D. Del. July 17, 2014) (permitting a sale free and clear of successor liability claims relating to an under-

funded pension plan); *In re Insilco Techs., Inc.*, 351 B.R. 313, 322 (Bankr. D. Del. 2006) (stating that a 363 sale permits a buyer to take ownership of property without concern that a creditor will file suit based on a successor liability theory).

76. The purpose of a sale order purporting to authorize the transfer of assets free and clear of all claims, liens, and encumbrances would be defeated if claimants could thereafter use the transfer as a basis to assert claims against a purchaser arising from a seller's pre-sale conduct. Moreover, without such assurances, potential bidders may choose not to participate in the Auction or, if they did, would submit reduced bid amounts. To that end, the Successful Bidder should not be liable under any theory of successor liability relating to the Debtors' businesses, but should hold the Stalking Horse Assets or Other Assets free and clear.

77. Accordingly, the Debtors request that the Court authorize the sale of any of the Stalking Horse Assets or Other Assets free and clear of any liens, claims, interests and encumbrances, to the fullest extent permitted by section 363(f) of the Bankruptcy Code.

H. The Debtors' Assumption and Assignment of Executory Contracts and Unexpired Leases Are Appropriate under Section 365 of the Bankruptcy Code

78. Section 365(a) of the Bankruptcy Code provides that a debtor "subject to the court's approval, may assume or reject any executory contract or unexpired lease of the debtor." 11 U.S.C. § 365(a). Courts employ the business judgment standard in determining whether to approve a debtor's decision to assume or reject an executory contract or an unexpired lease. *See, e.g., In re Market Square Inn, Inc.*, 978 F.2d 116, 121 (3d Cir. 1992) (finding that assumption or rejection of a lease "will be a matter of business judgment . . ."); *In re HQ Global Holdings, Inc.*, 290 B.R. 507, 511 (Bankr. D. Del. 2003) (finding debtor's decision to assume or reject executory contract is governed by business judgment standard and can only be overturned

if decision was product of bad faith, whim or caprice). In this context, the business judgment test only requires that a debtor demonstrate that assumption or rejection of an executory contract or unexpired lease benefits the estate. *See Sharon Steel Corp. v. Nat'l Fuel Gas Distrib. Corp.*, 872 F.2d 36, 40 (3d Cir. 1989); *Wheeling-Pittsburgh Steel Corp. v. West Penn Power Co., (In re Wheeling-Pittsburgh Steel Corp.)*, 72 B.R. 845, 846 (Bankr. W.D. Pa. 1987).

79. The proposed Sale(s) will provide a Successful Bidder with the opportunity to designate the Potential Assumed Contracts for assumption and assignment. Assumption and assignment of any Potential Assumed Contracts is an exercise of the Debtors' sound business judgment because the transfer of such contracts in connection with any Sale is an essential element in the Debtors' ability to maximize the value of the Stalking Horse Assets—particularly so when a Potential Assumed Contract is integral to the ownership or operation of the Stalking Horse Assets to be acquired. Further, the ability to assume and assign necessary Potential Assumed Contracts will increase the likelihood that the Debtors will be able to sell the Stalking Horse Assets, thereby avoiding needless value-destruction through a liquidation of otherwise marketable operating assets. To the extent the Sale of the Other Assets implicate Potential Assumed Contracts, the same Assumption and Assignment Procedures will apply.

80. The consummation of any Sale involving the assignment of a Potential Assumed Contract will be contingent upon the Debtors' compliance with the applicable requirements of section 365 of the Bankruptcy Code. Section 365(b)(1) requires that any outstanding defaults under the Potential Assumed Contracts to be assumed be cured or that the Debtors provide adequate assurance that such defaults will be promptly cured. *See* 11 U.S.C. § 365(b)(1). The Debtors' assumption and assignment of any Potential Assumed Contracts will be dependent upon payment of Cure Amounts and effective only upon the closing of an applicable

Sale. As set forth above, subject to the Court's approval, the Debtors will file with the Court and serve on each Counterparty a Potential Assumption and Assignment Notice setting forth the Debtors' calculation of the Cure Amounts for each Potential Assumed Contract that could be assumed in connection with a Sale.

81. Section 365(f) of the Bankruptcy Code requires, in part, that the assignee of any executory contract provide "adequate assurance of future performance ... whether or not there has been a default in such contract." 11 U.S.C. § 365(f)(2). While the Bankruptcy Code does not define "adequate assurance," courts have held that what constitutes "adequate assurance" should be determined by "a practical, pragmatic construction based upon the facts and circumstances of each case." See *Carlisle Homes, Inc. v. Azzari (In re Carlisle Homes, Inc.)*, 103 B.R. 524, 538 (Bankr. D. N.J. 1988) (quoting *In re Bon Ton Rest. & Pastry Shop, Inc.*, 53 B.R. 789, 803 (Bankr. N.D. Ill. 1985)); see also *In re Alipat, Inc.*, 36 B.R. 274, 276-77 (Bankr. E.D. Mo. 1984) (recognizing that the term adequate assurance "borrowed its critical language ... from Section 2609 of the Uniform Commercial Code" which "suggest[s] that adequate assurance is to be defined by commercial rather than legal standards . . . [and] factual considerations."). While no single standard governs every case, adequate assurance "will fall considerably short of an absolute guarantee of performance." *In re Carlisle Homes, Inc.*, 103 B.R. at 538 (citations omitted); *In re Natco Indus., Inc.*, 54 B.R. 436, 440 (Bankr. S.D.N.Y. 1985) (adequate assurance of future performance does not mean absolute assurance that debtor will thrive and pay rent).

82. Adequate assurance may be provided by demonstrating, among other things, the assignee's financial health and experience in managing the type of enterprise or property assigned. See, e.g., *In re Bygaph, Inc.*, 56 B.R. 596, 605-06 (Bankr. S.D.N.Y. 1986)

(finding that industrial expertise, past success in running a similar business, and financial wherewithal satisfied the adequate assurance requirement of section 365 of the Bankruptcy Code).

83. The Bidding Procedures expressly specify that for a bid to qualify as a Qualified Bid a prospective bidder must include with its bid adequate assurance information regarding the prospective bidder's ability to perform the applicable obligations under any Potential Assumed Contracts that may be included in the bid. Accordingly, the proposed Assumption and Assignment Procedures are carefully designed to ensure that Counterparties receive timely and sufficient notice with respect to the disposition of their Potential Assumed Contracts. In light of the foregoing, the Debtors' assumption and assignment of any Potential Assumed Contracts in accordance with the proposed Assumption and Assignment Procedures would satisfy the requirements of section 365 of the Bankruptcy Code and should be approved.

84. Finally, in order to facilitate the assumption and assignment of Potential Assumed Contracts in furtherance of maximizing the value of the Stalking Horse Assets, the Debtors further request that the Court find that any anti-assignment provision included in any Potential Assumed Contract, whether such provision expressly prohibits, or has the effect of restricting or limiting assignment of a Potential Assumed Contract, is unenforceable and prohibited pursuant to section 365(f) of the Bankruptcy Code.⁹

⁹Section 365(f)(1) provides in pertinent part that, "notwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law, that prohibits, restricts, or conditions the assignment of such contract or lease, the trustee may assign such contract or lease" 11 U.S.C. § 365(f)(1). Further, section 365(f)(3) provides that "[n]otwithstanding a provision in an executory contract or unexpired lease of the debtor, or in applicable law that terminates or modifies, or permits a party other than the debtor to terminate or modify, such contract or lease or a right or obligation under such contract or lease on account of an assignment of such contract or lease, such contract, lease, right, or obligation may not be terminated or modified under such provision because of the assumption or assignment of such contract or lease by the trustee." 11 U.S.C. § 365(f)(3).

REQUESTS FOR IMMEDIATE RELIEF & WAIVER OF STAY

85. Pursuant to Bankruptcy Rules 6004(h) and 6006(d), the Debtors seek a waiver of any stay of the effectiveness of the Bidding Procedures Order, and any Sale Order, as well as any other separate order authorizing the assumption or assumption and assignment of a Potential Assumed Contract in connection with the Sale. Bankruptcy Rule 6004(h) provides that “[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise.” Fed. R. Bankr. P. 6004(h). Bankruptcy Rule 6006(d) provides that “[a]n order authorizing the trustee to assign an executory contract or unexpired lease under § 365(f) is stayed until the expiration of 14 days after entry of the order unless the court orders otherwise.” Fed. R. Bankr. P. 6006(d).

86. As set forth above, the relief requested herein is necessary and appropriate to maximize the value of the Debtors’ estates for the benefit of their economic stakeholders. Accordingly, the Debtors submit that ample cause to justify the waiver of the 14-day stay imposed by Bankruptcy Rules 6004(h) and 6006(d), in each case, to the extent that such stay applies to the relief requested herein.

NOTICE

87. The Debtors have or will provide notice of this Motion to: (a) the Office of the U.S. Trustee for the District of Delaware; (b) the holders of the 30 largest unsecured claims against the Debtors (on a consolidated basis); (c) counsel to the DIP Lenders; (d) counsel to the Prepetition Lenders; (e) the United States Attorney’s Office for the District of Delaware; (f) the state attorneys general for all states in which the Debtors conduct business; (g) any known party asserting a lien on the Debtors’ assets; (h) all persons and entities known by the Debtors to have

expressed an interest to the Debtors in the Stalking Horse Assets; and (i) any party that requests service pursuant to Bankruptcy Rule 2002.

NO PRIOR REQUEST

88. No prior request for the relief sought herein has been made to this Court or any other court in connection with the chapter 11 cases.

WHEREFORE, the Debtors respectfully request that the Court grant the relief requested in this Motion, enter the Bidding Procedures Order, substantially in the form attached hereto as Exhibit A, and grant such other and further relief to the Debtors as the Court may deem proper.

Dated: January 16, 2023

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

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Proposed Counsel to the Debtors and Debtors in Possession

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

In re:

GIGAMONSTER NETWORKS, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-10051 (JKS)
)
) (Jointly Administered)
)
) **Related to Docket No. 554**

**CERTIFICATION OF NO OBJECTION REGARDING DEBTORS' SECOND MOTION
TO ENLARGE THE PERIOD WITHIN WHICH THEY MAY REMOVE ACTIONS**

The undersigned counsel for GigaMonster Networks, LLC, *et al.*, (the "Debtors")
hereby certifies that:

1. On October 3, 2023, the Debtors filed the *Debtors' Second Motion to Enlarge the Period Within Which They May Remove Actions* [Docket No. 554] (the "Motion").

2. Pursuant to the Notice filed with the Motion, objections to entry of an order granting the Motion were due no later than October 12, 2023.

3. The undersigned has caused the U.S. Bankruptcy Court's docket in this case to be reviewed, and no answer, objection or other responsive pleadings to the Motion appears thereon. Additionally, no objections to the Motion have been received by the undersigned counsel.

Accordingly, the Debtors request that the proposed order filed with the Motion, attached hereto as **Exhibit A**, be entered at the Court's earliest convenience.

¹ The Debtors, along with the last four (4) digits of each Debtor's federal tax identification number are: GigaMonster Networks, LLC (2854); Gigasphere Holdings LLC (0250); GigaMonster, LLC (3014); Fibersphere Communications LLC (0163); and Fibersphere Communications of California LLC (5088). The Debtors' business address is 350 Franklin Gateway, Suite 300, Marietta, GA 30067.

Dated: October 16, 2023

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Laura Davis Jones

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Counsel for the Debtors and Debtors in Possession

Exhibit A

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

In re:

GIGAMONSTER NETWORKS, LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 23-10051 (JKS)
)
) (Jointly Administered)
)
) **Re. Docket No. 554**

**SECOND ORDER ENLARGING THE PERIOD
WITHIN WHICH THE DEBTORS MAY REMOVE ACTIONS**

Upon consideration of the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”) for entry of an order (this “Order”): (a) enlarging the Removal Period for filing notices of removal of the Actions through and including April 10, 2024, without prejudice to the Debtors’ rights to seek further extensions; and (b) granting related relief, all as more fully set forth in the Motion; and the United States District Court for the District of Delaware having jurisdiction over this matter pursuant to 28 U.S.C. § 1334, which was referred to this Court under 28 U.S.C. § 157 pursuant to the *Amended Standing Order of Reference from the United States District Court for the District of Delaware*, dated February 29, 2012; and the Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2), and that the Court may enter a final order consistent with Article III of the United States Constitution; and the 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 the 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 the Court

¹ The Debtors, along with the last four (4) digits of each Debtor’s federal tax identification number are: GigaMonster Networks, LLC (2854); Gigasphere Holdings LLC (0250); GigaMonster, LLC (3014); Fibersphere Communications LLC (0163); and Fibersphere Communications of California LLC (5088). The Debtors’ business address is 350 Franklin Gateway, Suite 300, Marietta, GA 30067.

² Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Motion.

having found that notice of and opportunity for a hearing on the Motion were appropriate and no other notice need be provided; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefor, IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The time period provided by Bankruptcy Rule 9027 within which the Debtors may file notices of removal of related proceedings under Bankruptcy Rule 9027(a)(2) is enlarged and extended through and including April 10, 2024 (the “Pre-Petition Removal Deadline”), without prejudice to the Debtors’ rights to seek further extensions. The Pre-Petition Removal Deadline applies to all matters specified in Bankruptcy Rule 9027(a)(2)(A), (B), (C).
3. The time period provided by Bankruptcy Rule 9027 within which the Debtors may file notices of removal of related proceedings under Bankruptcy Rule 9027(a)(3) is enlarged and extended to the later of (i) April 10, 2024, and (ii) the time period specified in Bankruptcy Rule 9027(a)(3)(A) and (B) (i.e. the shorter of (A) 30 days after receipt, through service or otherwise, of a copy of the initial pleading setting forth the claim or cause of action sought to be removed, or (B) 30 days after receipt of the summons if the initial pleading has been filed with the court but not served with the summons) (the “Post-Petition Removal Deadline”), without prejudice to the Debtors’ rights to seek further extensions. The Post-Petition Removal Deadline applies to all matters specified in Bankruptcy Rule 9027(a)(3).
4. All time periods set forth in this Order shall be calculated in accordance with Bankruptcy Rule 9006(a).

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

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