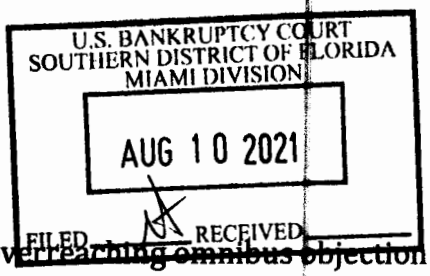
August 3, 2021



RE: Chapter 7
18-23750 SMG
18-23751
18-23752

I, Randy Hogan, the ill advised and overreaching omnibus objection to claims, Doc 707.
As follows:

1. I filed claim No. 537 on 2-11-19 for $6,000. I attached a copy of the investment subscription 12-12-03.
2. That copy of the investment subscription is prima facie proof of the transaction, which is the basis of my claim. This is the more detail as what credit cards file as POC's in consumer cases.
3. In my proof of claim I failed to redact my SSN and would appreciate the court to do so now both on paper and electronically.
4. The omnibus motion is without merit for a number of reasons, such as:
   a. Fails to identify how Todd A. Mikles, Etienne Locoh and the other moving parties are "a party in interest". Being "a party in interest" is a requirement and the very abbreviated recitals on page 2 of the motion, lack the required specificity.
   b. The motion itself is patently incorrect as very proof of claim clearly spells out the claim, date, mount, investment intention and relationship. Omnibus motions should not use such a wide brush when painting black out attempts to non big shots valid claims.
   c. The purposed order, page 9 of 10 of the motion, would require the update of the claims register in these chapter 11 (sie) cases. The headnote indicates these cases are now in a chapter SEVEN. Careless attention to detail.
   d. I request that at any hearing, as required for claims rejection, be conducted with proper notice of 25 days minimum and allow me to participate by phone from Colorado.
   e. I further request that my time and effort be compensated as this omnibus motion, as against my interest, has no merit and is pure zero sum bankruptcy gamesmanship.

Certification of Service
I sent this response on the 5th day of August, 2021 to

Dunn Law PA
Michael Dunn, Esq.
66 West Flagler St. suite 400
Miami FL 33130

Clerk of the US Bankruptcy Court room 150
301 North Miami Ave.
Miami FL 33128

The Trustee's identify and address are not given on the motion anywhere.

By UPS,

Randy Hogan
Pro se

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re: DAYMARK REALTY ADVISORS, INC.,	Case No. 18-23750-SMG
In re: DAYMARK PROPERTIES REALTY, INC.,	Case No. 18-23751-SMG
In re: DAYMARK RESIDENTIAL MANGEMENT, INC.,	Case No. 18-23752-SMG Substantively Consolidated
Debtors.	Chapter 7

OMNIBUS OBJECTION TO CLAIMS

IMPORTANT NOTICE TO CREDITORS:
THIS IS AN OMNIBUS OBJECTION TO YOUR CLAIM

Locate your name and claim in this objection. This objection seeks either to disallow or reduce the amount or change the priority status of the claim filed by you or on your behalf. Please read this objection carefully to identify which claim is objected to and what disposition of your claim is recommended.

If you disagree with the objection or the recommended treatment, you must file a written response WITHIN 30 DAYS from the date of service stated in this objection, explaining why your claim should be allowed as presently filed, and you must mail a copy to the undersigned trustee OR YOUR CLAIM MAY BE DISPOSED OF IN ACCORDANCE WITH THE RECOMMENDATION IN THIS OBJECTION.

If your entire claim is objected to and this is a chapter 11 case, you will not have the right to vote to accept or reject any proposed plan of reorganization until the objection is resolved, unless you request an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing your claim for voting purposes.

Any written response must contain the case name, case number, and must be filed with the Clerk of the United States Bankruptcy Court: 301 North Miami Avenue, Room 150, Miami, FL 33128.

COMES NOW, Todd A. Mikles, Etienne Locoh, Sovereign Capital Management Group, Inc., Sovereign Strategic Mortgage Fund, LLC, Infinity Urban Century, LLC, and GCL, LLC, through counsel and pursuant to section 502(b) of title 11, United States Code (the "Bankruptcy Code"), rule 3007 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") and Local Rule 3007-1 of the United States Bankruptcy Court for the Southern District of Florida ("Local Rules") hereby filed this omnibus objection to the Claim Numbers listed in the attached

Exhibit A for the reasons stated below and in support stats as follows:

I. LEGAL ARGUMENT

1. Section 502(a) of the Bankruptcy Code provides that "[a] claim or interest, proof of which is filed under Section 501 of this title, is deemed allowed, unless a party in interest . . . objects." 11 U.S.C. § 502(a). As set forth in Bankruptcy Rule 3001(f), a properly executed and filed proof of claim constitutes prima facie evidence of the validity and amount of the claim under Section 502(a) of the Bankruptcy Code. However, a claimant's proof of claim is entitled to the presumption of *prima facie* validity only until a party effectively rebuts the presumption of validity. *In re Santiago*, 404 B.R. 564, 570 (Bankr. S.D. Fla. 2009). The burden of proof then shifts to the creditor. *Id.*

2. Each Claim Number listed in the attached Exhibit A is presented in a form that does not comply with applicable rules in that each claim fails to provide information regarding the claim making it impossible to determine the validity of the claim. Specifically, each claim fails to provide any support for a claim, and either failed to list a claim amount and/or a basis for a claim (i.e., failing to specify an investment, property, or relationship with Debtors).

II. RESERVATION OF RIGHTS

3. This objection is submitted without prejudice to, and with a full and express reservation of, any and all rights to supplement and amend this Motion and to raise any additional arguments with respect to the Claim Numbers listed in Exhibit A.

III. CONCLUSION

WHEREFORE, Todd A. Mikles, Etienne Locoh, Sovereign Capital Management Group, Inc., Sovereign Strategic Mortgage Fund, LLC, Infinity Urban Century, LLC, and GCL, LLC respectfully request entry of an Order substantially in the form attached hereto as **Exhibit B**, (a)

sustaining the instant Objection; (b) sustaining the Objection to each Claim Number listed in Exhibit A in its entirety and (c) granting any and further relief as the Court deems just and proper.

Dated: July 9, 2021

Respectfully submitted,

DUNN LAW, P.A.
Counsel for Todd A. Mikles, Etienne Locoh, Sovereign Capital Management Group, Inc., Sovereign Strategic Mortgage Fund, LLC, InfinityUrban Century, LLC, and GCL, LLC
66 West Flagler Street, Suite 400
Miami, Florida 33130
Tel: (786) 433-3866
Fax: (786) 260-0269
Michael.Dunn@dunnlawpa.com
Barry.Turner@dunnlawpa.com

By: *Barry S. Turner*
Michael P. Dunn, Esq.
Florida Bar No. 100705
Barry S. Turner. Esq.
Florida Bar No. 85535

CERTIFICATE OF SERVICE

I CERTIFY that a true and correct copy of the foregoing was served via Notice of Electronic Filing (CM/ECF) on this 9th day of July, 2021, upon all registered users in this case.

By: */s/ Barry S. Turner*
Barry S. Turner, Esq.
Florida Bar No. 85535

EXHIBIT A

Objected to Claim Number	Date Claim Filed	Claimant	Amount
[illegible]			
416	1/22/2019	ROBERT & CAROL LENERTZ	UNASCERTAINABLE
[illegible]			
431	1/24/2019	MALARD, MAYSIL	UNASCERTAINABLE
[illegible]			
433	1/24/2019	Laudadio, Robert P	$50,000.00
[illegible]			
435	1/28/2019	BLOTSKY, BASILIUS	UNASCERTAINABLE
[illegible]			
437	1/28/2019	VOLK, CONNIE	UNASCERTAINABLE
[illegible]			
441	1/28/2019	KROLL SLEAD, ANTONIA	BLANK
[illegible]			
451	1/28/2019	HUSS, DUANE	UNASCERTAINABLE
[illegible]			
454	1/29/2019	CARL D EDGERLY	UNASCERTAINABLE
[illegible]			
456	1/29/2019	REISENAUER, DONNA	UNASCERTAINABLE
[illegible]			
458	1/29/2019	CAROLYN F TWITE	UNASCERTAINABLE
[illegible]			
462	1/29/2019	VIRGINIA J THOMPSON	UNASCERTAINABLE

463	1/29/2019	JUDITH ANDAHL IRREV TRUST	UNASCERTAINABLE
470	2/1/2019	TIMOTHY KEIDEL KRYSTAL KEIDEL JT TEN	UNASCERTAINABLE
471	2/1/2019	KOPP, ART	UNASCERTAINABLE
472	2/1/2019	Streppa, Arthur T	$190,000.00
473	2/1/2019	STEINHAUSER, THOMAS J	$245.12
474	2/1/2019	STEINHAUSER, MARY JANE	$461.49
477	2/4/2019	HARVEY NOLD TR HARVEY & [illegible] NOLD	UNASCERTAINABLE
478	2/4/2019	GERALD J CASINI NADINE B CASINI JTWROS	$297,255.28
482	2/4/2019	SAVAGE, ORAL E	$900,000.00
483	2/4/2019	ERNEST L QUICK	UNASCERTAINABLE
485	2/4/2019	FERRIS, JIMMIE L	$1,500.00
487	2/4/2019	KOLLARS, IRENE C	$1,650.00
490	2/4/2019	KIMBERLY S MCGINNIS TRUA 06/20/2018	BLANK
491	2/4/2019	BERG, CARTER	UNASCERTAINABLE
493	2/4/2019	THVEDT, ERROL	UNASCERTAINABLE
494	2/4/2019	HALVORSON, MARIE L	UNASCERTAINABLE
495	2/4/2019	MARISA A MINKLER	UNASCERTAINABLE
497	2/4/2019	Kirdahy, Irene I	$100,000.00
499	2/4/2019	ROBYN H LEE	$10,373.42
500	43500	PERSHING LLC CUST FBO ROBYN H LEE IRA	$620.29
503	2/4/2019	PAULINE WEBB REV TRUST DTD 10-12-95	$100,000.00
511	2/4/2019	LONG, JAMES R	$177,000.00

513	2/6/2019	CATHERINE D JOHNSON TRUST	$38,614.00
514	2/6/2019	KENNETH D JOHNSON	$38,614.00
524	2/8/2019	Rinek, Lois A	$800,000.00
526	2/8/2019	JEWEL J SEYMORE	BLANK
527	2/8/2019	SHORTT, JAMES E	BLANK
528	2/8/2019	THEDFORD, DEBRA DOWLING	–
532	2/8/2019	Harold & Barbara [illegible] JTWROS	–
533	2/11/2019	CHAPMAN, PHILLIP	BLANK
535	2/11/2019	[illegible]	[illegible]
537	2/11/2019	HOGAN, RANDY J	$6,000.00
539	2/11/2019	[illegible]	[illegible]
542	2/11/2019	DON B & KAREN R NORRIS	UNASCERTAINABLE
544	2/11/2019	[illegible]	[illegible]
546	2/11/2019	BAKER, CLARK	$355.00
547	2/11/2019	[illegible]	[illegible]
548	2/11/2019	PETRELLA, RONALD W	UNASCERTAINABLE
551	2/11/2019	[illegible]	[illegible]
559	2/12/2019	BRINKMAN, JUNE	UNASCERTAINABLE
560	2/12/2019	LEO M SCHMIDT	UNASCERTAINABLE
561	2/12/2019	Hubert C Trenkamp & Barbara J McCann	$156,706.79
562	2/12/2019	Hubert C Trenkamp & Barbara J McCann	$156,706.79
566	2/12/2019	HOOVER, DENNIS	UNASCERTAINABLE
567	2/12/2019	PATRICIA A BELL TR U/A DTD 03/6/13 & A CARAVELLI	$20,435.00
568	2/12/2019	Donald V & Ann Hiss as JTWROS	$25,000.00
569	2/13/2019	RONALD D WAHL	$1,358.88
570	2/13/2019	VETTER, JOE	UNASCERTAINABLE

571	2/13/2019	HAUGEN, ARLYCE	$294.00
572	2/13/2019	ADINA WOOD JAMES B WOOD JT TEN	$15,000.00
573	2/13/2019	ADINA WOOD	$90,000.00
575	2/14/2019	BRIAN E COOPER	$10,557.79
576	2/14/2019	CATHERINE D LONHARD	$13,598.48
577	2/14/2019	Gerald S & Mary E Royal	$150,462.00
578	2/14/2019	Gerald S & Mary E Royal	$10,880.00
579	2/14/2019	HOLMEN, CARL C	$51,008.31
580	2/14/2019	HARMON, RANDY	UNASCERTAINABLE
583	2/19/2019	KEYCO & COMPANY FBO JAMES	$125,000.00
587	2/19/2019	EVELL B FROH	$12,000.00
588	2/19/2019	Greenberg Family Tr dtd 6/16/99	UNASCERTAINABLE
593	2/19/2019	ESTATE OF RICHARD K. GRIDER	$22,000.00
595	2/20/2019	MARGUERITE BROCKWAY	BLANK
596	2/20/2019	EVELYN WISTUBA TR EVELYN WISTUBA FAMILY TRUST	–
597	2/20/2019	INA, YVONNE	–
598	2/20/2019	NEIL CARROZZA MARIA GRAZIA CARUSO EX	$394.26
598	2/20/2019	NEIL CARROZZA MARIA GRAZIA CARUSO EX	$391.26
599	2/20/2019	GALMARINI, DOLORES	$25,000.00
615	2/19/2019	OBEDALA, HASAN M & RUTH G	$50,000.00
654	3/1/2019	ADAMSON, KENET	$307.66

703	3/5/2019	GAIL ADAY ROTH IRA	$3,500.00
720	3/6/2019	TED ANN BARLOW FAMILY TRUST	$25,000.00
721	3/6/2019	COUNCE, CRAIG E	$25,000.00
723	3/6/2019	[illegible]	$80,985.00
731	3/6/2019	D & P ONSTAD LIVING TRUST DTD 9/17/2000	$1,744.74
742	3/5/2019	WILSON, DOUGLAS LEONARD	BLANK
17	11/30/2018	SUNNYLAND INC	–
97	12/7/2018	HOLLEY DRIGGS WALCH FINE PUEY STEIN & THOMPSON	$61,406.87
213	12/17/2018	SMITH, BARRY M	$3,500.00

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re: DAYMARK REALTY ADVISORS, INC.,	Case No. 18-23750-SMG
In re: DAYMARK PROPERTIES REALTY, INC.,	Case No. 18-23751-SMG
In re: DAYMARK RESIDENTIAL MANGEMENT, INC.,	Case No. 18-23752-SMG
	Substantively Consolidated
Debtors.	Chapter 7

_____/

ORDER SUSTAINING OMNIBUS OBJECTION TO CLAIMS

This matter having been considered without hearing upon the objection [D.E.__] (the "Objection") filed by Todd A. Mikles, Etienne Locoh, Sovereign Capital Management Group, Inc., Sovereign Strategic Mortgage Fund, LLC, Infinity Urban Century, LLC, and GCL, LLC to the claims listed on the attached **Exhibit A** and the objector by submitting this form of order having represented that the Objection was served on the claimants, that the 30-day response time provided by Local Rule 3007-1(D) has expired, that no one listed below has filed, or served on the objector, a response to the Objection, and that the relief to be granted in this Order is the identical relief requested in the Objection, and this Court having considered the bases for the Objection to the Claim, it is

ORDERED that the Objection to the following claims are sustained as set forth herein:

1. The claims listed on the attached **Exhibit A** are disallowed in their entirety.

2. The Clerk of the Court is authorized and directed to update the claims register maintained in these chapter 11 cases to reflect the relief granted in this Order.

# # #

Submitted by:
Barry S. Turner, Esq.
Florida Bar No. 85535
DUNN LAW, P.A.
Counsel for Todd A. Mikles, Etienne Locoh, Sovereign Capital Management Group, Inc., Sovereign Strategic Mortgage Fund, LLC, Infinity Urban Century, LLC, and GCL, LLC
66 W. Flagler Street, Suite 400
Miami, Florida 33130
Tel: (786) 433-3866 | Fax: (786) 260-0269
barry.turner@dunnlawpa.com

Attorney Turner is directed to serve a conformed copy of this Order upon all interested parties who do not receive service via CM/ECF, and to file proof of such service within two (2) business days from entry of the Order.

ORDERED in the Southern District of Florida on February 8, 2019.

Raymond B. Ray, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:	Chapter 11
In re: DAYMARK REALTY ADVISORS, INC.,	Case No. 18-23750-RBR
In re: DAYMARK PROPERTIES REALTY, INC.,	Case No. 18-23751-RBR
In re: DAYMARK RESIDENTIAL MANAGEMENT, INC.	Case No. 18-23752-RBR (substantively consolidated)

Debtors.
_____/

ORDER (I) SETTING HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT; (II) SETTING DEADLINE FOR FILING OBJECTIONS TO DISCLOSURE STATEMENT; AND (III) DIRECTING PLAN PROPONENT TO SERVE NOTICE

DISCLOSURE HEARING:

March 15, 2019 at 11:00 a.m.

LOCATION:
United States Bankruptcy Court
299 East Broward Boulevard, Room 308
Fort Lauderdale, Florida 33301

DEADLINE FOR SERVICE OF ORDER, DISCLOSURE STATEMENT AND PLAN:
February 13, 2019

DEADLINE FOR OBJECTIONS TO DISCLOSURE STATEMENT:
March 8, 2019

PLAN PROPONENT:
DAYMARK REALTY ADVISORS, INC., DAYMARK PROPERTIES REALTY, INC. and **DAYMARK RESIDENTIAL MANAGEMENT, INC.**
Substantively Consolidated Debtors

Plan Proponent's Attorney
Brett D. Lieberman, Esq.
EDELBOIM LIEBERMAN REVAH OSHINSKY PLLC
20200 W. Dixie Highway, Suite 905
Miami, Florida 33180

A Disclosure Statement and Plan were filed pursuant to 11 U.S.C. §§1121 and 1125 on January 2, 2019 by the plan proponent named above. This order sets a hearing to consider approval of the disclosure statement ("disclosure hearing"), and sets forth the deadlines and requirements relating to the disclosure statement provided in the Bankruptcy Code, Bankruptcy Rules and Local Rules of this court.

The disclosure statement is on file with the court, and may be accessed electronically or you may obtain a copy at your expense from the clerk or view a copy at the public terminals in the clerk's office. Copies also may be obtained from the plan proponent by written request, pursuant to paragraph 3(B) of this order.

1. HEARING TO CONSIDER APPROVAL OF DISCLOSURE STATEMENT

The court has set a hearing to consider approval of the disclosure statement for the date and time indicated above as "DISCLOSURE HEARING". The disclosure hearing may be continued to a future date by notice given in open court at the disclosure hearing. At the disclosure hearing, the court will consider the disclosure statement, and any modifications or objections to it.

2. DEADLINE FOR OBJECTIONS TO DISCLOSURE STATEMENT

The last day for filing and serving objections to the disclosure statement is indicated above

Case 18-23750-SMG Doc 726 Filed 08/10/21 Page 5 of 32

as "DEADLINE FOR OBJECTIONS TO DISCLOSURE STATEMENT". Objections to the disclosure statement shall be filed with the court and served on (i) the debtor; (ii) the plan proponent (if other than the debtor); (iii) all committees that have been appointed; (iv) any chapter 11 trustee or examiner that has been appointed; and (v) the U.S. Trustee. Pursuant to Local Rule 3017-1(A), any objecting party shall confer with the plan proponent's counsel at least three business days before the disclosure hearing in an effort to resolve any objections to the disclosure statement.

3. PLAN PROPONENT TO SERVE NOTICE

(A) On or before the date indicated above as "DEADLINE FOR SERVICE OF ORDER, DISCLOSURE STATEMENT AND PLAN", the Plan Proponent shall serve a copy of this order on (i) all creditors; (ii) all equity security holders; (iii) all persons who have requested notice; and (iv) all other interested parties, pursuant to Bankruptcy Rules 2002, and 3017 (including those entities as described in Bankruptcy Rule 3017(f)), and Local Rule 3017-1(B) and including those on a Master Service List required to be filed pursuant to Local Rule 2002-1(H). The plan proponent shall file a certificate of service as required under Local Rule 2002-1(F).

(B) On or before the date indicated above as "DEADLINE FOR SERVICE OF ORDER, DISCLOSURE STATEMENT AND PLAN", the plan proponent shall serve a copy of the disclosure statement and plan, together with this order, on (i) the debtor; (ii) all committees that have been appointed; (iii) any chapter 11 trustee or examiner that has been appointed; (iv) the Securities and Exchange Commission; (v) the Internal Revenue Service; (vi) the U.S. Trustee; and (vii) any party in interest who requests in writing a copy of the disclosure statement and plan, pursuant to Bankruptcy Rule 3017(a), and Local Rule 3017-1(B). The plan proponent shall file a certificate of service as required under Local Rule 2002-1(F).

If the plan proponent does not timely comply with any of the requirements of this order, the court may impose sanctions at the disclosure hearing without further notice, including dismissal, conversion of the case to chapter 7, or the striking of the plan. The court will also consider dismissal or conversion at the disclosure hearing at the request of any party that has

requested such relief in a timely filed objection or on the court's own motion.

###

Submitted by:

Brett D. Lieberman, Esq.
EDELBOIM LIEBERMAN REVAH OSHINSKY PLLC
Counsel for the Debtors
20200 W. Dixie Highway, Suite 905
Miami, Florida 33180
Telephone: (954) 400-1499
Facsimile: (305) 928-1114

Copies Furnished To:
Brett D. Lieberman, Esq., is directed to serve copies of this Order on the Master Service List and to file a Certificate of Service.

Case 18-23750-SMG Doc 726 Filed 08/10/21 Page 6 of 32

G REIT, INC.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

1. INVESTMENT

Make Investment Check Payable to:
PriVest Bank as Escrow Agent for G REIT, Inc.

600	$6000.00
# of Shares	Total $ Invested

(# Shares x $10.00) = $ Invested)
Minimum purchase = 100 Shares or $1,000

☑ Initial Investment (Minimum $1,000) (except in Minnesota, which requires a minimum investment of $2,500 and North Carolina, which requires a minimum investment of $5,000)

(250 Shares or $2,500 in Minnesota)
(500 Shares or $5,000 in North Carolina)

☐ Additional Investment (Minimum $100.00)

2. TYPE OF OWNERSHIP

- ☐ Individual (01)
- ☐ Joint Tenants With Right of Survivorship (02)
- ☐ Community Property (04)
- ☐ Tenants in Common (03)
- ☐ Custodian: A Custodian for _____ under the Uniform Gift to Minors Act or the Uniform Transfers to Minors Act of the State of _____ (11)
- ☐ Other _____
- ☑ IRA (09)
- ☐ Keogh (10)
- ☐ Qualified Pension Plan (05)
- ☐ Qualified Profit Sharing Plan (05)
- ☐ Other Trust _____ (06) For the Benefit of _____
- ☐ Partnership (12)
- ☐ TOD (Fill out TOD Form to Effect Designation

3. REGISTRATION NAME AND ADDRESS

Please print name(s) in which Shares are to be registered. Include trust name, if applicable.

☐ Mr. ☐ Mrs. ☐ Ms. ☐ MD ☐ Ph.D. ☐ DDS ☐ Other _____

First Trust Corporation Trustee
Randy J. Hoxian Ira

Taxpayer Identification Number ☐☐-☐☐☐☐☐☐☐
Social Security Number 5 2 1 - 2 6 - 8 8 9 5

Street Address or P.O. Box PO Box 173301

City Denver State Colorado Zip Code 80217-3301

Home Telephone No. ( ) _____ Business Telephone No. 303 293 2223

Birth Date _____ Occupation Trust Company

Email Address _____

BY SIGNING THIS AGREEMENT, YOU ARE NOT WAIVING ANY RIGHTS UNDER FEDERAL OR STATE SECURITIES LAWS.

_____	[signature]	12/12/09
Signature of Investor or Custodian	Signature of Joint Owner, if applicable	Date

(MUST BE SIGNED BY CUSTODIAN(S) IF IRA, KEOGH OR QUALIFIED PLAN).

4. INVESTOR NAME AND ADDRESS

(Complete only if different from registration name and address).

☑ Mr. ☐ Mrs. ☐ Ms. ☐ MD ☐ Ph.D. ☐ DDS ☐ Other _____

Name: Randy J. Hexum

Taxpayer Identification Number ☐☐-☐☐☐☐☐☐☐

Social Security Number ☑☑☐-☐☐-☐☐☑☑

Street Address or P.O. Box 515 Rabbit Rock Circle South

City Colorado Springs State Colorado Zip Code 80906

Home Telephone No. (719) _____ Business Telephone No. (719) _____

Birth Date 04/20/1956 Occupation _____

Email Address _____

5. INVESTOR SIGNATURE

Please separately initial each of the representations below. In order to induce the Company to accept this subscription, I hereby represent and warrant to you as follows:

(a) I have received the Prospectus

_____ Initials RJH Initials

(b) I accept and agree to be bound by the terms and conditions of the Amended and Restated Articles of Incorporation.

_____ Initials RJH Initials

(c) I have (i) a net worth (exclusive of home, home furnishings and automobiles) of $150,000 or more, or (ii) a net worth (as described above) of at least $45,000 and had during the last tax year or estimate that I will have during the current tax year a minimum of $45,000 annual gross income, or that I meet the higher suitability requirements imposed by my state of primary residence as set forth in the Prospectus under "INVESTOR SUITABILITY STANDARDS" and page 4 above.

_____ Initials RJH Initials

(d) I am purchasing the Shares for my own account.

_____ Initials RJH Initials

(e) I acknowledge that the Shares are not liquid.

_____ Initials RJH Initials

(f) If I am a California resident or if the Person to whom I subsequently propose to assign or transfer any Shares is a California resident, I may not consummate a sale or transfer of my Shares, or any interest therein, or receive any consideration therefor, without the prior written consent of the Commissioner of the Department of Corporations of the State of California, except as permitted in the Commissioner's Rules, and I understand that my Shares, or any document evidencing my Shares, will bear a legend reflecting the substance of the foregoing understanding.

_____ Initials RJH Initials

I declare that the information supplied above is true and correct and may be relied upon the Company in connection with my investment in the Company. Under penalties of perjury, by signing this Signature Page, I hereby certify that (a) I have provided herein my correct Taxpayer Identification Number, and (b) I am not subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding.

BY SIGNING THIS AGREEMENT, YOU ARE NOT WAIVING ANY RIGHTS UNDER FEDERAL OR STATE SECURITIES LAWS.

Signature of Investor or Trustee	Signature of Joint Owner, if applicable	Date
		12/12/19

6. DISTRIBUTIONS

7(a) Check the following box to participate in the Dividend Reinvestment Program ☑

7(b) Complete following section only to direct distributions to a party *other than* registered owner:

Name _____

Account Number _____

Street Address or P.O. Box _____

City _____ State _____ Zip Code _____

Return of Capital Distributions: Send to registered owner address of record ☐
Send to distribution address ☐

7. BROKER-DEALER

(TO BE COMPLETED BY REGISTERED REPRESENTATIVE)

The Broker-Dealer or authorized representative must sign below to complete the subscription. The Broker-Dealer warrants that it is a duly licensed Broker-Dealer and may lawfully offer Shares in the state designated as the investor's address or the state in which the sale was made, if different. The Broker-Dealer or authorized representative warrants that he has reasonable grounds to believe this investment is suitable for the subscriber as set forth in the Section of the Prospectus entitled "INVESTOR SUITABILITY STANDARDS" and that he has informed the subscriber of all aspects of liquidity and marketability of this investment as required by the Dealer Manager Agreement and/or the Participating Broker-Dealer Agreement.

Broker-Dealer Name Dawson's Securities Company LLC Telephone No. 800 373-1612

Broker-Dealer Street Address or P.O. Box 4261 Park Road

City Ann Arbor State Michigan Zip Code 48103

Registered Representative Name Douglas S Veitch, Jr Telephone No. 719-593-2227

Fax No. 719-593-2234 E-Mail Address Square Veitch@veitchcarnes.c

Reg. Rep. Street Address or P.O. Box 2170 Vickers Drive South

City Colorado Springs State Colorado Zip Code 80918

I hereby certify that I am registered in Colorado, the State of Sale.

_____ Broker-Dealer Signature, if applicable

_____ Registered Representative Signature

Please mail completed Subscription Agreement (with all signatures) and check(s) made payable to

PriVest Bank, as Escrow Agent for:
G REIT, Inc.
1-877-888-7348
1551 N. Tustin Avenue, Suite 200
Santa Ana, California 92705

Information to identify the case:

Debtors

Daymark Realty Advisors Inc.	Tax ID # 27-4542592
Daymark Residential Management Inc.	Tax ID # 26-0516777
Daymark Properties Realty Inc.	Tax ID # 33-0829253

Date Cases Filed: November 4, 2018
Chapter 11 (Consolidated Cases)

Case Number: 18-23750-RBR

Case Number: 18-23751-RBR
Case Number: 18-23752-RBR

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF FLORIDA

Notice of Chapter 11 Bankruptcy Case

For the debtors listed above, a case has been filed under chapter 11 of the Bankruptcy Code. This notice has important information about the case for creditors, debtors, and trustees, including information about the meeting of creditors and deadlines. Read both pages carefully.

The filing of the case imposed an automatic stay against most collection activities. This means that creditors generally may not take action to collect debts from the debtor or the debtor's property. For example, while the stay is in effect, creditors cannot sue, assert a deficiency, repossess property, or otherwise try to collect from the debtor. Creditors cannot demand repayment from debtors by mail, phone, or otherwise. Creditors who violate the stay can be required to pay actual and punitive damages and attorney's fees.

Confirmation of a chapter 11 plan may result in a discharge of debt. A creditor who wants to have a particular debt excepted from discharge may be required to file a complaint in the bankruptcy clerk's office within the deadline specified in this notice. (See box 8 below for more information.)

You may want to consult an attorney to protect your rights. The bankruptcy clerk's office staff cannot give legal advice.

Do not file this notice with any proof of claim or other filing in the case.

WARNING TO DEBTOR: WITHOUT FURTHER NOTICE OR HEARING THE COURT MAY DISMISS YOUR CASE FOR FAILURE OF THE DEBTOR TO APPEAR AT THE MEETING OF CREDITORS OR FAILURE TO TIMELY FILE REQUIRED SCHEDULES, STATEMENTS OR LISTS.

1. **Debtor(s) Full Name**	**Daymark Realty Advisors Inc.; Daymark Residential Management Inc.; Daymark Properties Realty Inc.**	
2. **All Other Names Used in the Last 8 Years**	***fka: Triple Net Properties; fka: Grubb & Ellis Residential Management Inc.***	
3. **Address**	**6750 N. Andrews Ave., Suite 200, Fort Lauderdale, FL 33309**	
4. **Debtor's Attorney**	Edelboim Lieberman Revah Oshinsky PLLC Brett Lieberman, Esq. 20200 W. Dixie Highway, Suite 905, Miami, FL 33180	Contact Phone: (305) 768-9909 Email: counsel@elrolaw.com
5. **Bankruptcy Clerk's Divisional Office Where Assigned Judge is Chambered**	U.S. Courthouse 299 East Broward Blvd. Room 112 Fort Lauderdale, FL 33301	Hours open 8:30 a.m. – 4:00 p.m. Contact Phone (954) 769-5700
	Documents filed conventionally in paper may be filed at any bankruptcy clerk's office location. Documents may be viewed in electronic format via CM/ECF at any clerk's office public terminal (at no charge for viewing) or via PACER on the internet accessible at www.pacer.gov (charges will apply). Case filing and unexpired deadline dates can be obtained by calling the Voice Case Information System toll-free at (866) 222-8029. As mandated by the Department of Homeland Security, ALL visitors (except minors accompanied by an adult) to any federal building or courthouse, must present a current, valid, government issued photo identification (e.g. driver's license, state identification card, passport, or immigration card.)	**Note:** The clerk's office is closed on all legal holidays. Clerk of Court: **Joseph Falzone** Dated: November 4, 2018
6. **MEETING OF CREDITORS:** **December 10, 2018 at 11:00 AM** The debtor's representative must attend the meeting to be questioned under oath. Creditors may attend, but are not required to do so.	The meeting may be continued or adjourned to a later date. If so, the date will be on the court docket.	**LOCATION:** U.S. Courthouse 299 East Broward Blvd., Room #411 Fort Lauderdale, FL 33301

7. **Proof of Claim Deadline**

Deadline for ALL creditors to file a proof of claim (except governmental units): **March 11, 2019**

Deadline for governmental units to file a proof of claim: **May 3, 2019**

Where to File Proof of Claim

The court has authorized the Debtor to retain a third-party noticing and claims agent to process all proofs of claim. Each Proof of Claim must be filed by delivering the proof of claim form with the original signature so that it is actually received on or before the Applicable Bar Dates described above at the following address. **Note: Any claim that is filed with the Bankruptcy Court for the Southern District of Florida will be stamped filed as of the date it is received by the court, then forwarded to the third-party noticing and claims agent.**

Proofs of Claim are to be mailed to: **Daymark Realty Advisors Inc.**
c/o BMC Group, Inc.
PO Box 90100
Los Angeles, CA 90009

The third-party noticing and claims agent will remain open to the public for examination of the original proofs of claim without charge during normal business hours. Also, the noticing and claims agent will provide copies of claims (or acknowledgement letters) to the public, upon request, for a reasonable charge not to exceed the fees charged by the court for copies and research as prescribed by the Bankruptcy Court Miscellaneous Fee Schedule.

A proof of claim form is a signed statement describing a creditor's claim. A proof of claim form may be obtained at www.flsb.uscourts.gov or any bankruptcy clerk's office.

Your claim will be allowed in the amount scheduled unless:
- your claim is designated as *disputed, contingent,* or *unliquidated*
- you file a proof of claim in a different amount; or
- you receive another notice.

If your claim is not scheduled or if your claim is designated as *disputed, contingent,* or *unliquidated*, you must file a proof of claim or you might not be paid on your claim and you might be unable to vote on a plan. You may file a proof of claim even if your claim is scheduled. You may review the schedules at the bankruptcy clerk's office or online at www.pacer.gov.

Secured creditors retain rights in their collateral regardless of whether they file a proof of claim. Filing a proof of claim submits the creditor to the jurisdiction of the bankruptcy court, with consequences a lawyer can explain. For example, a secured creditor who files a proof of claim may surrender important nonmonetary rights, including the right to a jury trial. The deadline for filing objections to claims will be established pursuant to Local Rule 3007-1(B)(1).

Filing Deadline for a Creditor with a Foreign Address: The deadlines for filing proofs of claim in this notice apply to all creditors. If you are a creditor receiving a notice mailed to a foreign address, you may file a motion asking the court to extend the deadline to file a proof of claim. See also box 9 below.

8. **Exception to Discharge Deadline** The bankruptcy clerk's office must receive a complaint and any required filing fee by the following deadline. Writing a letter to the court or judge is not sufficient.	If § 523 applies to your claim and you seek to have it excepted from discharge, you must start a judicial proceeding by filing a complaint by the deadline stated below. **Deadline for Filing the Complaint: February 8, 2019**
9. **Creditors with a Foreign Address**	Consult an attorney familiar with United States bankruptcy law if you have any questions about your rights in this case.
10. **Filing a Chapter 11 Bankruptcy Case**	Chapter 11 allows debtors to reorganize or liquidate according to a plan. A plan is not effective unless the court confirms it. You may receive a copy of the plan and a disclosure statement telling you about the plan, and you may have the opportunity to vote on the plan. You will receive notice of the date of the confirmation hearing, and you may object to confirmation of the plan and attend the confirmation hearing. Unless a trustee is serving, the debtor will remain in possession of the property and may continue to operate its business.
11. **Option to Receive Notices Served by the Clerk by Email Instead of by U.S. Mail**	1) EBN program open to all parties. Register at the BNC website ebn.uscourts.gov, **OR** 2) DeBN program open to debtors only. Register by filing with the Clerk of Court, Local Form "Debtor's Request to Receive Electronically Under DeBN Program". There is no charge for either option. See also Local Rule 9036-1(B) and (C).
12. **Translating Services**	Language interpretation of the meeting of creditors will be provided to the debtor at no cost, upon request to the trustee, through a telephone interpreter service. Persons with communications disabilities should contact the U.S. Trustee's office to arrange for translating services at the meeting of creditors.
13. **Discharge of Debts**	Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See 11 U.S.C. § 1141(d). A discharge means that creditors may never try to collect the debt from the debtor except as provided in the plan. If you want to have a particular debt owed to you excepted from the discharge and § 523 applies to your claim, you must start a judicial proceeding by filing a complaint and paying the filing fee in the bankruptcy clerk's office by the deadline in box 8.

United States Bankruptcy Court Southern District of Florida
Consolidated Cases
(if applicable, a separate claim form must be filed for each case)

- ☐ **Daymark Realty Advisors Inc.** **Case No. 18-23750**
- ☐ **Daymark Residential Management Inc.** **Case No. 18-23751**
- ☐ **Daymark Properties Realty Inc.** **Case No. 18-23752**

Proof of Claims are to be mailed to:

Daymark Realty Advisors Inc.
c/o BMC Group, Inc.
PO Box 90100
Los Angeles, CA 90009

Official Form 410

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**
   Name of the current creditor (the person or entity to be paid for this claim) RANDY J HOGAN
   Other names the creditor used with the debtor _____

2. **Has this claim been acquired from someone else?**
   ☒ No
   ☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**
   Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

   Where should notices to the creditor be sent?
   Name RANDY J HOGAN
   815 PULPIT ROCK CIR, S.
   Number Street
   COLO. SPGS. COLO. 80919
   City State ZIP Code
   Contact phone 719 548 1722
   Contact email JRHOGAN7@HOTMAIL.COM

   Where should payments to the creditor be sent? (if different)
   Name _____
   Number Street
   City State ZIP Code
   Contact phone _____
   Contact email _____

   Uniform claim identifier for electronic payments in chapter 13 (if you use one):
   _____

4. **Does this claim amend one already filed?**
   ☒ No
   ☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**
   ☒ No
   ☐ Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**
   ☒ No
   ☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____ _____ _____ _____

7. **How much is the claim?** $6,000.00 **Does this amount include interest or other charges?**
   ☒ No
   ☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim?

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

FUNDS ADVANCED FOR INVESTMENT

9. Is all or part of the claim secured?

☒ No

☐ Yes. The claim is secured by a lien on property.

Nature of property:

☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed) _____%

☐ Fixed

☐ Variable

10. Is this claim based on a lease?

☒ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. Is this claim subject to a right of setoff?

☒ No

☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
☒ No	
☐ Yes. *Check one:*	
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 2 4 2019 (MM / DD / YYYY) Signature _____

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

Name: RANDY (First name) JAMES (Middle name) HOGAN (Last name)

Title _____ Company _____

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 815 PULPIT ROCK CIR. S. (Number Street) C/S (City) COLO. (State) 80918 (ZIP Code)

Contact phone 719 548 1722 Email _____

G REIT, INC.

SUBSCRIPTION AGREEMENT SIGNATURE PAGE

1. INVESTMENT

Make Investment Check Payable to:
PriVest Bank as Escrow Agent for G REIT, Inc.

600	$6000.00
# of Shares	Total $ Invested

(# Shares x $10.00) = $ Invested)
Minimum purchase = 100 Shares or $1,000

☑ Initial Investment (Minimum $1,000) (except in Minnesota, which requires a minimum investment of $2,500 and North Carolina, which requires a minimum investment of $5,000)

(250 Shares or $2,500 in Minnesota)
(500 Shares or $5,000 in North Carolina)

☐ Additional Investment (Minimum $100.00)

2 TYPE OF OWNERSHIP

- ☐ Individual (01)
- ☐ Joint Tenants With Right of Survivorship (02)
- ☐ Community Property (04)
- ☐ Tenants in Common (03)
- ☐ Custodian: A Custodian for _____ under the Uniform Gift to Minors Act or the Uniform Transfers to Minors Act of the State of _____ (11)
- ☐ Other _____
- ☑ IRA (09)
- ☐ Keogh (10)
- ☐ Qualified Pension Plan (05)
- ☐ Qualified Profit Sharing Plan (05)
- ☐ Other Trust_____(06) For the Benefit of _____
- ☐ Partnership (12)
- ☐ TOD (Fill out TOD Form to Effect Designation

3. REGISTRATION NAME AND ADDRESS

Please print name(s) in which Shares are to be registered. Include trust name, if applicable.

☐ Mr. ☐ Mrs. ☐ Ms. ☐ MD ☐ Ph.D. ☐ DDS ☐ Other _____

First Trust Corporation Trustee
Randy J. Hoxian Ira

Taxpayer Identification Number ☐☐-☐☐☐☐☐☐☐
Social Security Number 521-76-8848

Street Address or P.O. Box PO Box 173301

City Denver State Colorado Zip Code 80217-3301

Home Telephone No. ( ) _____ Business Telephone No. 303 293 2223

Birth Date _____ Occupation Trust Company

Email Address _____

BY SIGNING THIS AGREEMENT, YOU ARE NOT WAIVING ANY RIGHTS UNDER FEDERAL OR STATE SECURITIES LAWS.

_____	[signature]	12/12/03
Signature of Investor or Custodian	Signature of Joint Owner, if applicable	Date

(MUST BE SIGNED BY CUSTODIAN(S) IF IRA, KEOGH OR QUALIFIED PLAN).

4. INVESTOR NAME AND ADDRESS

(Complete only if different from registration name and address).

☑ Mr. ☐ Mrs. ☐ Ms. ☐ MD ☐ Ph.D. ☐ DDS ☐ Other _____

Name: Randy J. Hogan

Taxpayer Identification Number ☐☐-☐☐☐☐☐☐☐

Social Security Number 521-76-8945

Street Address or P.O. Box 815 Pulpit Rock Circle South

City Colorado Springs State Colorado Zip Code 80916

Home Telephone No. (719) _____ Business Telephone No. (719) _____

Birth Date 06/06/1956 Occupation _____

Email Address _____

5. INVESTOR SIGNATURE

Please separately initial each of the representations below. In order to induce the Company to accept this subscription, I hereby represent and warrant to you as follows:

(a) I have received the Prospectus _____ Initials RJH Initials

(b) I accept and agree to be bound by the terms and conditions of the Amended and Restated Articles of Incorporation. _____ Initials RJH Initials

(c) I have (i) a net worth (exclusive of home, home furnishings and automobiles) of $150,000 or more, or (ii) a net worth (as described above) of at least $45,000 and had during the last tax year or estimate that I will have during the current tax year a minimum of $45,000 annual gross income, or that I meet the higher suitability requirements imposed by my state of primary residence as set forth in the Prospectus under "INVESTOR SUITABILITY STANDARDS" and page 4 above. _____ Initials RJH Initials

(d) I am purchasing the Shares for my own account. _____ Initials RJH Initials

(e) I acknowledge that the Shares are not liquid. _____ Initials RJH Initials

(f) If I am a California resident or if the Person to whom I subsequently propose to assign or transfer any Shares is a California resident, I may not consummate a sale or transfer of my Shares, or any interest therein, or receive any consideration therefor, without the prior written consent of the Commissioner of the Department of Corporations of the State of California, except as permitted in the Commissioner's Rules, and I understand that my Shares, or any document evidencing my Shares, will bear a legend reflecting the substance of the foregoing understanding. _____ Initials RJH Initials

I declare that the information supplied above is true and correct and may be relied upon the Company in connection with my investment in the Company. Under penalties of perjury, by signing this Signature Page, I hereby certify that (a) I have provided herein my correct Taxpayer Identification Number, and (b) I am not subject to back-up withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to back-up withholding.

BY SIGNING THIS AGREEMENT, YOU ARE NOT WAIVING ANY RIGHTS UNDER FEDERAL OR STATE SECURITIES LAWS.

_____ Signature of Investor or Trustee

[signature] Signature of Joint Owner, if applicable

12/12/03 Date

6. DISTRIBUTIONS

7(a) Check the following box to participate in the Dividend Reinvestment Program ☑

7(b) Complete following section only to direct distributions to a party *other than* registered owner:

Name _____

Account Number _____

Street Address or P.O. Box _____

City _____ State _____ Zip Code _____

Return of Capital Distributions: Send to registered owner address of record ☐
Send to distribution address ☐

7. BROKER-DEALER

(TO BE COMPLETED BY REGISTERED REPRESENTATIVE)

The Broker-Dealer or authorized representative must sign below to complete the subscription. The Broker-Dealer warrants that it is a duly licensed Broker-Dealer and may lawfully offer Shares in the state designated as the investor's address or the state in which the sale was made, if different. The Broker-Dealer or authorized representative warrants that he has reasonable grounds to believe this investment is suitable for the subscriber as set forth in the Section of the Prospectus entitled "INVESTOR SUITABILITY STANDARDS" and that he has informed the subscriber of all aspects of liquidity and marketability of this investment as required by the Dealer Manager Agreement and/or the Participating Broker-Dealer Agreement.

Broker-Dealer Name [illegible] Telephone No. [illegible]

Broker-Dealer Street Address or P.O. Box [illegible]

City [illegible] State [illegible] Zip Code [illegible]

Registered Representative Name [illegible] Telephone No. [illegible]

Fax No. [illegible] E-Mail Address [illegible]

Reg. Rep. Street Address or P.O. Box [illegible]

City [illegible] State [illegible] Zip Code [illegible]

I hereby certify that I am registered in [illegible], the State of Sale.

_____ _____

Broker-Dealer Signature, if applicable Registered Representative Signature

Please mail completed Subscription Agreement (with all signatures) and check(s) made payable to

PriVest Bank, as Escrow Agent for:
G REIT, Inc.
1-877-888-7348
1551 N. Tustin Avenue, Suite 200
Santa Ana, California 92705

ENROLLMENT FORM

G REIT, Inc.

DIVIDEND REINVESTMENT PLAN

To Join the Dividend Reinvestment Plan (the "DRIP"):

(1) Complete this card. Be sure to include your social security or tax identification number and signature.

(2) Staple or tape the card closed so that your signature is enclosed.

Please indicate your participation below. Return this card only if you wish to participate in the DRIP.

I hereby appoint G REIT, Inc. (the "Company") (or any designee or successor), acting as DRIP Administrator, as my agent to receive cash dividends that may hereafter become payable to me on shares of Common Stock of the Company registered in my name as set forth below, and authorize the Company to apply such dividends to the purchase of full shares and fractional interests in shares of the Common Stock.

I understand that the purchases will be made under the terms and conditions of the DRIP as described in the Prospectus and that I may revoke this authorization at any time by notifying the DRIP Administrator, in writing, of my desire to terminate my participation.

X Yes, I would like to participate in the Dividend Reinvestment Plan for 100% of my shares of Common Stock.

___ No, I do not wish to participate in the Dividend Reinvestment Plan.

Signature

12/12/03
Date

Randy J. McGee
Please Print Full Legal Name (s)

521-76-8845
Social Security or Tax Identification Number

If your shares are held of record by a broker or nominee, you must make appropriate arrangements with the broker or nominee to participate in the DRIP.

ORDERED in the Southern District of Florida on February 22, 2019.

Raymond B. Ray, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In re:	Chapter 11
Daymark Realty Advisors, Inc.,	Case No. 18-23750-RBR
Daymark Residential Management, Inc.	Case No. 18-23751-RBR
Daymark Properties Realty, Inc.	Case No. 18-23750-RBR
	[Substantively Consolidated]
Debtors.	
_____/	

ORDER SHORTENING NOTICE PERIOD FOR HEARING ON DEBTORS' *MOTION TO APPROVE COMPROMISE AND SETTLEMENT BETWEEN DEBTOR AND THE DURHAM CLAIMANTS AND TO SHORTEN NOTICE PERIOD*

THIS MATTER, coming before the Court upon Debtors' *Motion to Approve Compromise and Settlement Between Debtor and the Durham Claimants and to Shorten Notice Period* (ECF #133) (the "9019 & Shorten Notice Motion") seeking approval of a certain settlement agreement between the Debtors, the "Durham Claimants" and others on shortened notice. The Court, having reviewed the 9019 & Shorten Notice Motion; having reviewed the docket and the record, finding that good cause exists to shorten the notice period for the hearing on the 9019 & Shorten Notice Motion, pursuant to, among other things, Rules 2002 and 9006 of the Federal Rules of Bankruptcy Procedure; it is hereby:

ORDERED AND ADJUDGED

1. The notice period on the 9019 & Shorten Notice Motion is hereby shortened.

2. The hearing on the 9019 & Shorten Notice Motion shall be held on February 28, 2019 at 11:00 am at the **U.S. Courthouse, 299 E. Broward Blvd., #308, Ft. Lauderdale, FL 33301**.

###

Submitted by:

Brett D. Lieberman, Esq.
EDELBOIM LIEBERMAN REVAH OSHINSKY PLLC
Counsel for the Debtors
20200 W. Dixie Highway, Suite 905
Miami, Florida 33180
Telephone: (305) 768-9909
Facsimile: (305) 928-1114

The party submitting this order shall serve a copy of the signed order upon the Master Service List and file with the court a certificate of service conforming with this Order.

Case 18-23750-SMG Doc 726 Filed 08/10/21 Page 20 of 32

UNITED STATES BANKRPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION
www.flsb.uscourts.gov

In re:	Chapter 11
In re: DAYMARK REALTY ADVISORS, INC., In re: DAYMARK PROPERTIES REALTY, INC., In re: DAYMARK RESIDENTIAL MANGEMENT, INC.	Case No. 18-23750-RBR Case No. 18-23751-RBR Case No. 18-23752-RBR (substantively consolidated)
Debtors.	

EMERGENCY MOTION TO APPROVE COMPROMISE AND SETTLEMENT BETWEEN DEBTOR AND THE DURHAM CLAIMANTS AND TO SHORTEN NOTICE PERIOD

[Emergency hearing requested on or before March 1, 2019]

BASIS FOR EMERGENCY RELIEF

Debtors request an emergency hearing on the instant Motion because, if approved, it would require a modest amendment to Debtors' Plan and Disclosure Statement. The Hearing on the Disclosure Statement is presently set for March 15, 2019 with the deadline to object to the Disclosure Statement on March 8, 2019. Accordingly, Debtor requests a hearing on this Motion on or before March 1, 2019 to provide (i) Debtors an opportunity to file an amendment to the Disclosure Statement; and (ii) interested parties an opportunity to review the amendment prior to the March 8, 2019 objection deadline. Debtor respectfully requests that the Court waive the provisions of Rule 9075-1(B) of the Local Rules for the United States Bankruptcy Court for the Southern District of Florida, which require an affirmative statement that a *bona fide* effort was made in order to resolve the issues raised in this motion, as the relief requested herein is urgent in nature and does not lend itself to advance resolution.

Substantively consolidated debtors Daymark Properties Reality, Inc., Daymark Residential Management, Inc., and Daymark Realty Advisors, Inc. ("Debtors" and collectively, "Debtor"), in the above referenced bankruptcy case, by and through its undersigned counsel, pursuant to Rules 9019(a) and 9006(c) of the Federal Rules of Bankruptcy Procedure, files this *Motion to Approve Compromise and Settlement Between Debtor and the Durham Claimants* (the "Motion"), seeking approval of the settlement agreement (the "Settlement Agreement") entered into by and between the Debtor, the Durham Claimants[1] ("Creditor") and Infinity Urban Century, LLC, IUC-SOV, LLC, Sovereign Capital Management Group, LLC, Sovereign Strategic Mortgage Fund, LLC, Etienne Locoh, and Todd Mikles ("Plan Sponsors" and together with Debtor and the Creditor, the "Parties" and each a "Party"). In support of this Motion, the Debtor states as follows:

RELEVANT BANKGROUND

1. On November 4, 2018, the Debtors commenced separate Chapter 11 bankruptcy cases (the "Petition Date"). [ECF No. 1]. Since that time, Debtors have operated as a debtor-in-possession pursuant to 11 U.S.C. §§ 1107 and 1108.

2. On February 2, 2019, the Court issued an order granting the consolidation of the cases of Daymark Realty Advisors, Inc. (Case No. 18-23750-RBR); Daymark Residential Management, Inc. (Case No. 18-23751-RBR), and Daymark Properties Realty, Inc. (Case No. 18-23752-JKO).

3. Creditor constitutes approximately 58 plaintiffs in a certain lawsuit in Durham County, North Carolina captioned *NNN Durham Office Portfolio 1 LLC, et al. v. Grubb & Ellis Company et al.*, Durham County Superior Court No. 10 CVS 4392, as well as a companion case captioned *NNN Durham Office Portfolio 1 LLC, et al. v. Highwoods Realty Limited Partnership, et. al.*, Durham County Superior Court No. 12 CVS 3945 (collectively the "NC Lawsuit").

4. The Creditor has filed or plans to file claims in the aggregate amount of $142,148,988.35 in the Bankruptcy (the "Creditor Claim").

5. Creditor contends that certain of Creditor's claims related to the NC Lawsuit recoverable directly against the Debtors.

[1] The Durham Claimants are more particularly identified in Exhibit "A" to the Settlement Agreement.

6. Creditor also contends that certain of Creditor's claims related to the NC Lawsuit are potentially recoverable against certain insurance proceeds for which the Debtors are potentially insured (the "Insurance Proceeds").

7. On January 2, 2019, Debtor filed its Joint Chapter 11 Plan of Daymark Realty Advisors, Inc., Daymark Residential Management, Inc. and Daymark Properties Realty, Inc. (ECF #71) in the Bankruptcy Case (the "Plan") which provides that Plan Sponsors will fund an amount into Debtor's estate to distribute and satisfy claims.

8. Debtor disputes the Creditor Claim but seeks to resolve same without expending significant resources.

9. Absent an early resolution of the potential claims, it is expected that the Parties may initiate a vigorously contested Adversary Proceeding which would involve a number of discrete factual issues, and reaching a resolution by way of litigation would require a considerable amount of time, expense, and judicial resources.

10. Thus, regardless of the merits of the Parties' positions, in order to resolve this matter, avoid the high costs of protracted litigation, and in exchange for certain monetary and non-monetary consideration, the Parties have reached an understanding to settle the disputes.

11. As of February 20, 2019, the Parties have memorialized the terms and conditions of their understanding in the Settlement Agreement, a copy of which is attached hereto as Exhibit "A" and incorporated by reference herein.

12. The Settlement Agreement's key terms are summarized as follows[2] (see Exhibit "A" for the complete terms of the Settlement Agreement):

(i) Plan Sponsors will fund, or cause to be funded, $25,000.00 into the Debtor's bankruptcy case in connection with a confirmed Plan in the Bankruptcy Case allocated for Creditor Claim,

[2] In the event there is a conflict between this Motion and the terms of the Settlement Agreement, the terms contained in the Settlement Agreement control.

(ii) Creditor shall limit recovery of the Creditor Claims against the Debtor and Plan Sponsors in the Bankruptcy Case to $25,000.00; and
(iii) The Parties agree that Creditor shall have an allowed general unsecured claim in the amount of $142,148,988.35 in the Bankruptcy Case, which claim shall be limited in the Bankruptcy Case by payment of $25,000.00 and Creditor's obligation to vote in favor of any plan promulgated by the Debtor in its Bankruptcy Case consistent with the Settlement Agreement;
(iv) The Settlement Agreement shall limit Creditor's recovery in the Bankruptcy Case only with respect to the Creditor Claims but shall not affect or any recovery under the claims asserted in the NC Lawsuit;
(v) If Creditor requests, Debtor shall consent to a motion to lift any stay or automatic stay in the Bankruptcy Case in order for Creditor to pursue recovery from Insurance Proceeds in the NC Lawsuit;
(vi) Debtor shall also consent to any motion to limit any discharge from the Bankruptcy Proceeding in order to exempt Creditor's action in the NC Lawsuit with respect to the Insurance Proceeds;
(vii) Debtor shall amend the Plan consistent with this Settlement Agreement.
(viii) Creditor shall file a ballot in favor of any plan (or amended plan) promulgated by Debtor that is consistent with this Settlement Agreement at least 5 days before any voting deadline.
(ix) The Settlement Agreement is subject to approval by the Bankruptcy Court.

GROUNDS FOR REQUESTED RELIEF

I. Approval of Settlement

13. Pursuant to Bankruptcy Rule 9019(a), a bankruptcy court may approve a compromise or settlement between the debtor and other parties. Such approval falls "within the sound discretion of the Court." *In re Arrow Air, Inc.*, 85 B.R. 886, 891 (Bankr. S.D. Fla. 1988); *see also Anaconda-Ericsson, Inc. v. Hessen (In re Teltronics Servs., Inc.)*, 762 F.2d 185, 189 (2d Cir. 1985); *In re Prudence Co.*, 98 F.2d 559 (2d Cir. 1938).

14. Compromises are generally favored in bankruptcy cases. *See John S. Marandaas, P.C. v. Bishop (In re Sassalos)*, 160 B.R. 646, 653 (D. Ore. 1993). Approval is appropriate so long as the settlement does not fall "below the lowest point in the range of reasonableness." *Id.* at 891 (internal quotations and cites omitted).

15. In *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544, 1549 (11th Cir. 1990), the Eleventh Circuit Court of Appeals explained as follows:

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> When a bankruptcy court decides whether to approve or disapprove a proposed settlement, it must consider:
>
> i. The probability of success in the litigation;
>
> ii. The difficulties, if any, to be encountered in the matter of collection;
>
> iii. The complexity of the litigation involved, and expense, inconvenience and delay necessarily attending it; and
>
> iv. The paramount interest of the creditors and a proper deference to their reasonable views in the premises.

16. Before approving a settlement, Bankruptcy courts determine whether the settlement is in the best interest of the estate. *In re Topgallant Lines, Inc.*, 90-4202, 1994 WL 16004864, at *1 (Bankr. S.D. Ga. June 1, 1994).

17. The Debtor believes in its positions with respect to the Creditor Claim but acknowledges that the likelihood of success in a litigation proceeding is complicated by the numerous disputed legal and factual issues. Even more so in this case where an Adversary Proceeding has not yet begun.

18. While much of the Debtor's analysis is subject to various privileges, the general belief of the Debtor is that its position is supported by both the facts and the law and that the outcome of an eventual the Adversary Proceeding would be favorable.

19. However, the Debtor notes that a certain amount of risk is inherent in litigation and the Settlement Agreement removes all such risk. Notably, the Durham Creditor vigorously assert that certain claims of the NC Lawsuit are recoverable against the bankruptcy estate.

20. Moreover, it is anticipated that any litigation by and between the Defendant and Durham with respect to the Creditor Claims would impose an expense burden that the Debtor would have difficulty bearing.

21. Where, as here, the Settlement Agreement provides for the resolution of over $142,148,988.35 in claims (which Debtor would vigorously object to) by payment of $25,000, the Debtor believes that such settlement is entirely justified.

22. Moreover, separate classification of Creditors' claim is appropriate here because, among other things, (i) Creditor is agreeing to relief that is projected to be less favorable than the treatment of the general unsecured creditors class; (ii) unlike other creditors, Creditor has an opportunity to seek relief from insurance proceeds; and (iii) unlike other creditors, Creditor is the current plaintiff in a lawsuit and this resolution avoids litigation expenses incurred by the Debtor.

23. Taking into consideration the multiple legal, factual, and practical issues (including the costs of litigation), the Debtor's overall analysis is that the Settlement Agreement provides more value and greater net benefit to all constituencies than being exposed to the risk of litigating the Creditor's Claim.

24. Where, as here, the claim being resolved is one against the Debtor, the difficulty of collection factor does not apply. This factor is neutral with respect to determining whether to approve the Settlement Agreement.

25. Ultimately, the Debtor's conclusion is that it is cost-effective and value maximizing to settle these matters pursuant to the terms of the Settlement Agreement and therefore the Debtor believes that the Settlement Agreement is in the best interests of the estate and creditors and consideration of the *Justice Oaks* factors favors approval of the Settlement Agreement.

II. Best Interest of the Debtor's Estate

26. Under the Settlement Agreement, the Creditor's recovery is limited to $25,000.00.

27. Thus, of the proposed $1,000,000 in assets available for distribution, approximately $975,000 will be available for other administrative, priority and general unsecured claims.

28. In addition, Creditor's support of the organized winddown will assist in the advancement this Bankruptcy Case. Such efficiency is in the best interests of all constituencies.

III. Shortening Notice is Appropriate

29. Debtor respectfully requests that this Court shorten the notice period provided by Rule 2002(a)(2) to permit the hearing on this Motion on or before March 1, 2019.

30. The Debtor submits that "cause" exists to shorten the notice period on these facts. Fed. R. Bankr. P. 9006(c) provides, "...when an act is required or allowed to be done at or within a specified time by these rules or by a notice given thereunder or by order of court, the court for cause shown may in its discretion with or without motion or notice order the period reduced."

31. In this matter, the hearing on the Disclosure Statement is scheduled for March 15, 2019 and the deadline to object to same is March 8, 2019.

32. It is anticipated that Debtor would file an amendment to the Disclosure Statement to take into consideration the terms of this Settlement.

33. In order to avoid needless delay, particularly in light of the favorable settlement achieved by the Debtor proposed herein, Debtor requests shortened notice so that this Court can consider the Motion, and, if approved, provide the Debtor sufficient time to file the amendment to the Disclosure Statement so that parties in interest would still be able to file their objections by the deadlines currently in place.

WHEREFORE, the Plaintiff respectfully requests that: (i) the Court shorten the notice required for consideration of this Motion; (ii) approve this Motion in its entirety; (iii) find that the Debtors exercised reasonable business judgment in entering into the Settlement Agreement (iv) approve the terms and conditions of the Settlement Agreement; (v) allow Creditor's general unsecured claim in the amount of $142,148,988.35 in the Bankruptcy Case and deem such claim being timely filed; and (vi) grant such other and further relief as the Court might deem just and proper.

Respectfully submitted this 21st day of February, 2019.

EDELBOIM LIEBERMAN REVAH OSHINSKY PLLC
Counsel for the Debtor
20200 W. Dixie Highway, Suite 905
Miami, FL 33180
Telephone: (305) 768-9909
Facsimile: (305) 928-1114
Email: brett@elrolaw.com

/s/ Brett D. Lieberman
Brett D. Lieberman
Florida Bar No. 69583

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EXHIBIT A

Settlement Agreement

SETTLEMENT AGREEMENT

This Settlement Agreement (the "Settlement Agreement"), is entered into this ___ day of February, 2019, by and among the Durham Claimants (as defined in Exhibit "A" as attached hereto and incorporated by reference herein) ("Creditor"), and Daymark Realty Advisors, Inc., Daymark Residential Management, Inc., and Daymark Properties Realty, Inc. (together, the "Debtor") and Infinity Urban Century, LLC, IUC-SOV, LLC, Sovereign Capital Management Group, LLC, Sovereign Strategic Mortgage Fund, LLC, Etienne Locoh, and Todd Mikles ("Plan Sponsors"), together with Debtor and the Creditor, the "Parties" and each a "Party"). The terms of this Settlement Agreement are as follows:

RECITALS

A. Daymark Realty Advisors, LLC, Daymark Residential Properties, LLC and Daymark Management Realty, LLC are substantively consolidated debtors in the case (the "Bankruptcy Case") styled *In re Daymark Realty Advisors, LLC* Main Case No. 18-23750 pending in the Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court");

B. All parties reside and operate within the United States of America;

C. The Bankruptcy Court has subject-matter jurisdiction under 28 U.S.C. § 1334 and this is a core proceeding pursuant to 28 U.S.C. § 157(b)(1)(G);

D. Creditor are plaintiffs in a certain lawsuit in Durham County, North Carolina captioned *NNN Durham Office Portfolio 1 LLC, et al. v. Grubb & Ellis Company et al.*, Durham County Superior Court No. 10 CVS 4392, as well as a companion case captioned *NNN Durham Office Portfolio 1 LLC, et al. v. Highwoods Realty Limited Partnership, et. al.*, Durham County Superior Court No. 12 CVS 3945 (collectively the "NC Lawsuit");

E. The Creditor has filed or plans to file claims in the aggregate amount of $142,148,988.35 in the Bankruptcy (the "Creditor Claim");

F. In connection with the Creditor Claim and the NC Lawsuit, Creditor contends that certain of such claims are potentially recoverable against certain insurance proceeds and that the Debtors potentially are insured for the Creditor Claim and the claims asserted in the NC Lawsuit (the "Insurance Proceeds");

G. On January 2, 2019, Debtor filed its *Joint Chapter 11 Plan of Daymark Realty Advisors, Inc., Daymark Residential Management, Inc. and Daymark Properties Realty, Inc.* (ECF #71) in the Bankruptcy Case (the "Plan") which provides that Plan Sponsors will fund an amount into Debtor's estate to distribute and satisfy claims;

H. Debtor disputes the Creditor Claim, but seeks to resolve same without expending significant resources;

I. All of the Parties hereto have been duly authorized to enter into and deliver this Settlement Agreement, subject only to Bankruptcy Court approval;

J. All of the Parties hereto believe that the terms, conditions and agreements contained in this Settlement Agreement, and the performance of the obligations arising hereunder, are in their respective best interests;

K. To avoid the expense, inconvenience and uncertainty of litigation in the Bankruptcy Case, the Parties desire to resolve all disputes between them related to the Creditor Claim only without further litigation and without any admission of liability or wrongdoing;

NOW THEREFORE, in consideration of the foregoing recitals, and the mutual promises, undertakings and agreements set forth herein, and for other good and valuable consideration, the Parties hereto agree as follows:

TERMS

1. Recitals. The Parties agree to make a part hereof all of the Recitals as if set forth in full herein.

2. Settlement Terms and Settlement Motion. Subject to and in accordance with the terms and conditions contained herein, the Parties agree as follows: (i) Plan Sponsors will fund, or cause to be funded, $25,000.00 into the Debtor's bankruptcy case in connection with a confirmed Plan in the Bankruptcy Case allocated for Creditor Claim; (ii) Creditor shall limit recovery of the Creditor Claims against the Debtor and Plan Sponsors in the Bankruptcy Case to $25,000.00; and (iii) the Parties agree that Creditor shall have an allowed general unsecured claim in the amount of $142,148,988.35 in the Bankruptcy Case, which claim shall be limited in the Bankruptcy Case by payment of $25,000.00 and Creditor's obligation to vote in favor of any plan promulgated by the Debtor in its Bankruptcy Case. This settlement shall limit Creditor's recovery in the Bankruptcy Case only with respect to the Creditor Claims but shall not affect or any recovery under the claims asserted in the NC Lawsuit. To the extent necessary and appropriate, Debtor may continue to be named in the NC Lawsuit. Nothing herein shall limit Creditor's recovery of Insurance Proceeds related to the NC Lawsuit. If Creditor requests, Debtor shall consent to a motion to lift any stay or automatic stay in the Bankruptcy Case in order for Creditor to pursue recovery from Insurance Proceeds in the NC Lawsuit. Debtor shall also consent to any motion to limit any discharge from the Bankruptcy Proceeding in order to exempt Creditor's action in the NC Lawsuit with respect to the Insurance Proceeds. Within ten (10) calendar days of receipt of a fully executed version of this Settlement Agreement by Edelboim Lieberman Revah Oshinsky PLLC ("ELRO"), Debtor's counsel shall file a motion seeking Bankruptcy Court approval of this Settlement Agreement (the "Settlement Motion"). If the Bankruptcy Court denies the Settlement Motion, all Parties will be returned to their position as if this Settlement Agreement had not occurred, with all Parties reserving all of their respective rights.

3. Bankruptcy Court Approval. The Parties hereto intend and recognize that this Agreement and the transactions set forth herein are required to be presented to and approved by

the Bankruptcy Court pursuant to Bankruptcy Rule 9019 and that such approval is a condition precedent to the effectiveness of this Settlement Agreement. The terms herein are irrevocable and binding pending entry of the Bankruptcy Court of Orders: (i) approving the Settlement Motion and (ii) the Parties must use reasonable efforts to obtain an order confirming a plan promulgated by the Debtor that is consistent with this Settlement Agreement. If confirmation is denied for any reason, the Parties shall be returned to their respective pre-settlement positions.

4. General Mutual Release: Debtor, Sov & Creditor. Except as otherwise provided in this Settlement Agreement, as it relates to the Creditor Claim, Debtor, Plan Sponsors and Creditor (the "Releasing Parties", each a "Releasing Party"), and all of their directors, insurers, trustees, officers, employees, agents, legal representatives of such entities or individuals, personal representatives, parents/subsidiaries, affiliates, agents, successors, and assigns, and/or anyone claiming by, through and/or under any or each of the Releasing Parties, their affiliates, parents/subsidiaries, agents, successors, and assigns do hereby release, remise, acquit, satisfy and forever discharge the other Releasing Party, from any and all claims, demands, actions, causes of action, rights of action, debts, covenants, contracts, agreements, representations, judgments, executions, costs, expenses, obligations, suits, dues, sums of money, accounts, reckonings, bonds, bills, specialties, controversies, promises, variances, trespasses, damages, judgments, executions or liabilities of any nature whatsoever, known or unknown, at law or in equity or by statute, that any of them had, now have or can, shall or may have against any other for, upon or by reason of any matter, cause or thing, of or related to in any way, or that could have been raised in connection with all or any of the following: (i) the Bankruptcy Case; and (ii) the Agreement, from the beginning of the world to the date of the last executed signature of the instant Settlement Agreement (the "Released Claims"). Notwithstanding any of the above or any other statement in this Settlement Agreement, the Parties do not settle and release the claims in the NC Lawsuit and any recovery from Insurance Proceeds is specifically excluded from the Released Claims. For the avoidance of all doubt, Creditor may continue to pursue any all claims of any kind, whether or not related to the Creditor Claim, that may be payable by Insurance Proceeds. This release becomes effective upon the entry of a court order approving the Settlement Motion.

5. Satisfaction of Creditor Claim against Debtor: Creditor's Claim against Debtor in the Bankruptcy Case shall be satisfied as follows:

a. Creditor shall have an allowed unsecured claim in the amount of $142,148,988.35 that shall be separately classified in any plan promulgated by Debtor in its bankruptcy case (the "Allowed Claim").
b. Debtor shall amend the Plan consistent with this Settlement Agreement.
c. Recovery of Creditor's Allowed Claim against Debtors or Plan Sponsors shall be limited to Debtor's payment of $25,000.00 in connection with a confirmed plan consistent with this Settlement Agreement, and any Insurance Proceeds recovered in connection with the NC Lawsuit, or any other action brought by Creditor.
d. Creditor shall file a ballot in favor of any plan (or amended plan) promulgated by Debtor that is consistent with this Settlement Agreement at least 5 days before any voting deadline. If Creditor fails to file a ballot at least 5 days prior

to the voting deadline, Creditor appoints Debtor to file said ballot on behalf of Creditor in favor of any such plan (or amended plan).

6. Construction/Negotiation. The Parties state that this Settlement Agreement is the product of negotiation, and that it has been drafted together with and by all of the Parties. Consequently, this Settlement Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Settlement Agreement to be drafted. Finally, the Parties represent that they have executed this document freely.

7. Amendment. No amendment, modification, rescission, waiver or release of any provision of this Settlement Agreement shall be effective unless the same shall be in writing and signed by the Parties hereto.

8. Entire Agreement. This Settlement Agreement constitutes the entire and final agreement between the Parties with respect to the subject matter hereof and there are no agreements, understandings, warranties or representations among the Parties except as set forth herein. This Settlement Agreement supersedes, in all respects, all other prior agreements, written or oral, between the Parties relating to the subject matter of this Settlement Agreement and there are no agreements, understandings, warranties or representations between the Parties with respect to the subject matter hereof, except as set forth in this Settlement Agreement.

9. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original and all of which taken together shall constitute one and the same Settlement Agreement. Delivery of an executed counterpart of a signature page to this Settlement Agreement by facsimile or electronic mail shall be effective as delivery of a manually executed counterpart of this Settlement Agreement.

10. Binding Agreement. Subject to the required approvals described above, this Settlement Agreement shall be binding upon, and shall inure to the benefit of the Parties, their heirs, successors and assigns.

11. Interpretation. The Parties each represent and warrant to each other that: (i) they have had sufficient time to review this Settlement Agreement and, if desired, consult with counsel of their choice; (ii) they have received such advice as they deem necessary as to their legal rights hereunder, and the validity and enforceability of this Settlement Agreement; and, (iii) they fully understand the content and legal effect of this Settlement Agreement. Moreover, the principle of construing a document most strictly against its drafter shall not apply with respect to the interpretation of this Settlement Agreement and this Settlement Agreement shall be read in a neutral manner as to each of the Parties.

12. Severability. In the event that any one or more of the provisions (or a part or extent of a provision) of this Settlement Agreement are held void, voidable, invalid, illegal, or unenforceable for any reason, then said provision (part or extent of said provision) shall be deemed to be severed and removed from this Settlement Agreement and the remainder of this

Settlement Agreement, shall remain in full force and effect as if said provision had never been contained herein (or enforced to the fullest extent allowable by law).

13. Governing Law and Venue. This Settlement Agreement shall in all respects be construed in accordance with and governed by the laws of the State of Florida, without regard to conflict-of-law rules. Any litigation, proceeding and/or claims arising out of, under or in connection with this Settlement Agreement shall be brought and venue shall lie in the United States Bankruptcy Court, Southern District of Florida.

14. Attorneys' Fees. Each Party hereto shall bear their own fees and costs relative to the matters in this Settlement Agreement. To the extent any Party hereto defaults hereunder and fails to cure said default within ten calendar days of written notice of the same, served by first-class mail, the non-breaching Party shall be entitled to an award of reasonable fees and costs relative to the enforcement of the terms of this Settlement Agreement.

15. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand, courier, express delivery, or telecopy addressed as follows:

If to Debtor:

Brett D. Lieberman, Esq.
Edelboim Lieberman Revah Oshinsky PLLC
20200 W. Dixie Highway, Suite 905
Miami, FL 33180
Email: brett@elrolaw.com
Bankruptcy Counsel for Debtor

If to Creditor:

Seth A. Neyhart, Esq.
5226 Revere Road
Durham NC 97713
Email: setusn@hotmail.com
Counsel for Creditor

16. Paragraph Headings. Headings used in this Settlement Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

17. Retention of Jurisdiction by the Bankruptcy Court: The Bankruptcy Court shall retain jurisdiction to enforce the terms of this Settlement Agreement.

18. Reservation of Rights. This Settlement Agreement in no way limits, alters, modify or affects the right and claims or causes of action of the NC Lawsuit or any appeal related thereto, including having any res judicata or collateral estoppel effect on the NC Lawsuit, and the Court's findings and orders in the Bankruptcy Case herein shall have no impact on any recovery obtained in the NC Lawsuit.

Executed on the dates hereinafter specified, effective as of the date first above written.

The individuals signing below represent and warrant that they have the authority to execute this Settlement Agreement.

Debtor:	
Daymark Realty Advisors, Inc., Debtor **By _____, its Authorized Agent** **Date: February __, 2019**	**Daymark Residential Management, Inc., Debtor** **By _____, its Authorized Agent** **Date: February __, 2019**
	Daymark Properties Realty, Inc., Debtor **By _____, its Authorized Agent** **Date: February __, 2019**
Plan Sponsors:	
Infinity Urban Century, LLC **By _____, its Authorized Agent** **Date: February ___, 2019**	**Sovereign Strategic Mortgage Fund, LLC** **By _____, its Authorized Agent** **Date: February ___, 2019**
IUC-SOV, LLC **By _____, its Authorized Agent** **Date: February ___, 2019**	**Etienne Locoh** **Date: February ___, 2019**
Todd Mikles **Date: February ___, 2019**	**Sovereign Capital Management Group, Inc.** **Name:** **Title:** **Date: February __, 2019**
Creditor:	
Creditor /s/ Seth A. Neyhart **Name: Seth A. Neyhart** **Title: Attorney for Creditor** **Date: February 15, 2019**	

The individuals signing below represent and warrant that they have the authority to execute this Settlement Agreement.

Debtor:	
Daymark Realty Advisors, Inc., Debtor **By _____, its Authorized Agent** **Date: February 20, 2019**	**Daymark Residential Management, Inc., Debtor** **By _____, its Authorized Agent** **Date: February 20, 2019**
	Daymark Properties Realty, Inc., Debtor **By _____, its Authorized Agent** **Date: February 20, 2019**
Plan Sponsors:	
Infinity Urban Century, LLC **By [illegible], its Authorized Agent** **Date: February 20, 2019**	**Sovereign Strategic Mortgage Fund, LLC** **By _____, its Authorized Agent** **Date: February 20, 2019**
IUC-SOV, LLC **By _____, its Authorized Agent** **Date: February 20, 2019**	**Etienne Locoh** **Date: February 20, 2019**
Todd Mikles **Date: February 20, 2019**	**Sovereign Capital Management Group, Inc.** **Name:** **Title:** **Date: February 20, 2019**
Creditor:	
Creditor **Name:** **Title:** **Date: February __, 2019**	

Exhibit "A"

NNN Durham Office Portfolio, LLC 1 and James Osmond;
NNN Durham Office Portfolio, LLC 2 and James Sun Yu Lam;
NNN Durham Office Portfolio, LLC 3 and Gary Turtle;
NNN Durham Office Portfolio, LLC 4 and Sherry Turtle;
NNN Durham Office Portfolio, LLC 5 and Gregory Maloney;
NNN Durham Office Portfolio, LLC 6 and Sharon Maloney;
NNN Durham Office Portfolio, LLC 7 and Jack Miller;
NNN Durham Office Por folio, LLC 9 and PCL Property, LLC;
NNN Durham Office Portfolio, LLC 10 and Frances Kieffer;
NNN Durham Office Portfolio, LLC 11 and Frank Norman;
NNN Durham Office Portfolio, LLC 13 and The Estate of Fannie Blackwelder;
NNN Durham Office Portfolio, LLC 14 and Samuel Davidson;
NNN Durham Office Portfolio, LLC 15 and Frederick Hornbacher;
NNN Durham Office Portfolio, LLC 16 and Roberta Masson;
NNN Durham Office Portfolio, LLC 17 and William B. Wachter;
NNN Durham Office Portfolio, LLC 18 and Susan Wachter;
NNN Durham Office Portfolio, LLC 19 and Pell-Cruz Investments, Inc.;
NNN Durham Office Portfolio, LLC 20 and Jack Brown;
NNN Durham Office Portfolio, LLC 21 and Patricia Brown;
NNN Durham Office Portfolio, LLC 22 and Jack LaFlesch;
NNN Durham Office Portfolio, LLC 24 and James Merrill;
NNN Durham Office Portfolio, LLC 26 and C.G.B.M.T. Enterprises, Inc.;
NNN Durham Office Portfolio, LLC 27 and Susan Wagner;
NNN Durham Office Portfolio, LLC 28 and Frederic Van Dis;
NNN Durham Office Portfolio, LLC 29 and Lawrence and Stephanie Wattson;
NNN Durham Office Portfolio, LLC 30 and Darrin Smith;
NNN Durham Office Portfolio, LLC 32 and Kenneth McLamb;
NNN Durham Office Portfolio, LLC 33 and Cynthia McLamb; and
NNN Durham Office Portfolio, LLC 34 and Mark and Carol Pista

(the NNN Durham Office Portfolio, LLC 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 24, 26, 27, 28, 29, 30, 32, 33, & 34 entities, the "LLC Claimants", the named persons or entities other than the LLC Claimants, the "Owner Claimants", all together, the "Durham Claimants").

Debtor shall make a single pro rata distribution in satisfaction of the Creditor Claim pursuant to the Agreement terms herein to the Trust Account of Seth A. Neyhart, Esq., 5226 Revere Rd, Durham, NC 27713.

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UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION
www.flsb.uscourts.gov

In Re:

DAYMARK REALTY ADVISORS, INC.,
DAYMARK PROPERTIES REALTY, INC.,
DAYMARK RESIDENTIAL MANAGEMENT, INC.,

Debtors.
_____/

CHAPTER 7

CASE NO. 18-23750-SMG
CASE NO. 18-23751-SMG
CASE NO. 18-23752-SMG
(substantively consolidated)

NOTICE OF PROPOSED SETTLEMENTS AND BAR ORDERS AND OPPORTUNITY FOR CREDITORS AND INTERESTED PARTIES TO OBJECT

Please Read The Information Contained In This Notice Carefully Since Your Rights And Ability To Pursue Claims, Including Potential Class Action Claims, Against The Settling Parties Referenced Herein May Be Affected

PLEASE TAKE NOTICE THAT Chad S. Paiva, as Chapter 7 Trustee (the "Trustee") for the substantively consolidated bankruptcy estates (the "Estate") of the Debtors, Daymark Realty Advisors, Inc. ("DRA"), Daymark Properties Realty, Inc. ("DPR"), and Daymark Residential Management, Inc. ("DRM") (collectively, the "Debtors"), is seeking approval from the United States Bankruptcy Court for the Southern District of Florida (the "Bankruptcy Court") of certain Settlement Agreements and Bar Orders in the above-referenced bankruptcy cases (the "Bankruptcy Cases"). These Settlement Agreements and Bar Orders, if approved, provide for the settlement of claims and recovery to the Estate totaling $1,775,000.00 and would bar any and all claims by creditors and parties-in-interest that may exist against the following Settling Parties:

(a) the "Sovereign Parties" consisting of (i) Sovereign Capital Management Group, Inc., (ii) Sovereign Strategic Mortgage Fund, LLC, (iii) Todd Mikles, (iv) Etienne Locoh, (v) GCL, LLC and (vi) Infinity Urban Century LLC; and

(b) the "Cottonwood Parties" consisting of (i) Cottonwood Residential O.P., LP, (ii) Cottonwood Capital Property Management II, LLC, (iii) Cottonwood Capital Management, Inc., (iv) Daniel Shaeffer, (v) Plantations at Haywood M, LLC, (vi) Plantations at Haywood O, LLC, (vii) Plantations at Haywood, LLC and (viii) Haywood Storage, LLC; and

(c) the "Northwood Parties" consisting of: (i) Northwood Investors, LLC, (ii) NW Congress Center Owner, LLC, (iii) NW Congress Center, LLC, (iv) Northwood

Employees, LP, (v) Northwood Real Estate Partners TE LP, and (vi) Northwood Real Estate Partners LP.

Pursuant to the *Order Granting Notice Procedures Motion and Approving Notice of Proposed Settlement and Bar Orders* (ECF No. __) entered by the Bankruptcy Court in the Bankruptcy Cases, the Trustee has established an informational Website, as set forth below, which provides all creditors and parties-in-interest receiving this Notice an opportunity to review the *Motion By Chad S. Paiva, as Chapter 7 Trustee, To (A) Approve Settlement Agreements With The Sovereign Parties, The Cottonwood Parties, And The Northwood Parties And (B) Request For Entry Of Bar Orders* (ECF No. 319) (the "Settlement Motion") by accessing the following website address:

Website: http://www.daymarksettlement.com

The Website allows creditors and parties-in-interest to download a full electronic copy of the Settlement Motion and all exhibits.

THE SETTLEMENT MOTION, IF APPROVED, WILL AFFECT YOUR RIGHTS AND CLAIMS, INCLUDING POTENTIAL CLASS ACTION CLAIMS PENDING OUTSIDE OF BANKRUPTCY COURT, IF ANY, AGAINST THE SETTLING PARTIES. Any and all objections to the Settlement Motion must be filed via CM/ECF or received by the Bankruptcy Court at the following address: **United States Bankruptcy Court, Attn: Clerk's Office, 299 East Broward Blvd., Fort Lauderdale, FL 33301** on or before **March 3, 2020**, with a copy provided to undersigned counsel. The hearing on the Settlement Motion is scheduled for **March 18-19, 2020 at 9:30 a.m.** at the **United States Bankruptcy Court, 299 E. Broward Blvd., Courtroom 308, Fort Lauderdale, FL 33301.**

PLEASE TAKE FURTHER NOTICE THAT the proposed Bar Order for the Sovereign Parties and Cottonwood Parties (the "Sovereign/Cottonwood Bar Order") provides:

Except as expressly otherwise permitted by the Settlement Agreement, all Barred Persons (as defined below) are permanently barred, enjoined, and restrained from commencing, prosecuting, conducting, asserting or continuing to prosecute or assert in any manner, directly, indirectly, either individually, or derivatively on behalf of themselves and/or as the putative class plaintiff or representative, against the Sovereign Parties and Cottonwood Parties in the Bankruptcy Court, and any federal court, state court and other tribunal,

arbitration proceeding, administrative agency, or other forum in the United States or elsewhere, any and all suits, actions, causes of action, claims, cross-claims, counterclaims, third party claims, proceedings, or other demands (including any of the Claims being released in the Settlement Agreement) in any federal or state court or any other judicial or non-judicial proceeding (including, without limitation, any proceeding in any judicial, arbitral, mediation, administrative, or other forum) against or affecting any of the Sovereign Parties and/or Cottonwood Parties which is based in whole or in part on any allegation, claim, demand, cause of action, matter or fact relating in any way to or arising out or in connection with the Debtors' Bankruptcy Cases and Estate, or could have an effect on the administration and handling of the Debtors' Bankruptcy Cases and Estate, or is in any other way related to the Debtors or the Bankruptcy Cases and Estate (collectively, the "Barred Claims"). For purposes of the Bar Order, "Barred Persons" shall mean any person or entity that has held, holds, may hold, or purports to hold a claim or other debt or liability or an interest, including a membership interest or financial interest, or other right against, in, arising out of, or in any way related to the Debtors and the Estate, including any manager, sub-manager, independent contractor, or *de facto* manager of the Debtors, or any of their members or officers, whether that person or entity filed a proof of claim or otherwise.

This Bar Order shall specifically include, but is not limited to, the following cases and matters of: (i) *1600 Barberry Lane 8, LLC, et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904221; (ii) *Plantations at Haywood 1, LLC, et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904220; (iii) *NNN Capital Fund I, LLC et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904222; (iv) *Plantations at Haywood 1, LLC, et al. v. Plantations at Haywood M, LLC, et al.*, Superior Court of California for Orange County, Case No. 30-2017-00901157; (v) *Richard Carlson et al. v. Gary H. Hunt et al.*, Superior Court of California for Orange County Case No. 30-2018-00982195; (vi) *NNN Congress Center I, LLC et al. v. Etienne Locoh et al.*, Superior Court of California for Orange County Case No. 30-2018-01015717; (vii) *Katherine Looper et al. v. Daymark Realty Advisors, Inc. et al.*, Adversary Case No. 19-01050-RBR; (viii) *NNN Capital Fund I, LLC et al. v. Todd Mikles et al.*, Superior Court of California for Orange County Case No. 30-2017-00910991; (ix) *1600 Barberry 8, LLC et al. v. Todd Mikles et al.*, Superior Court of California for San Diego County Case No. 37-2016-00019030; (x) *1600 Barberry 8, LLC et al. v. Todd Mikles et al.*, AAA Case No. 01-17-0005-0462; (xi) *Plantations at Haywood 1, LLC et al. v. Plantations at Haywood M, LLC et al.*, AAA Case No. 01-18-0002-4830; (xii) *Dennis Dierenfield, et al. v. Todd Mikles et al.*, Superior Court of California for San Diego County Case No. 37-2016-00018180; (xiii) *Dennis Dierenfield, et al. v. Todd Mikles et al.*, AAA Case No. 01-17-0002-5456; (xiv) *S. Sidney Mandel et al. v. Grubb & Ellis Realty Investors, LLC et al.*, Superior Court of California for Orange County Case No. 30-2011-00449598; and any future actions based on the same facts and circumstances alleged therein (the "Barred Actions").

Notwithstanding anything to the contrary as set forth herein, nothing in this Bar Order is intended to nor shall serve to bar or enjoin the action by G REIT Liquidating Trust f/k/a G REIT, Inc. (the "Trust") against Sovereign Strategic Mortgage Fund, LLC, regarding the repayment of that certain Unsecured Promissory Note (Buyer Term Note) dated April 15,

2015 in the principal amount of $12,000,000.00, and any Amendments thereto (the "Note"), between the Trust, as Holder, and Sovereign Strategic Mortgage Fund, LLC, as Debtor.

The Bar Order set forth herein is not intended to bar third-party claims against the Sovereign Parties and/or the Cottonwood Parties arising out of matters completely unrelated to the Debtors, the Bankruptcy Cases and Estate, including, without limitation, property of the Estate, and the facts and circumstances of the Barred Actions.

PLEASE TAKE FURTHER NOTICE THAT the proposed Bar Order for the Northwood Parties (the "Northwood Bar Order") provides:

Except as expressly otherwise permitted by the Settlement Agreement, all Barred Persons (as defined below) are permanently barred, enjoined, and restrained from commencing, prosecuting, conducting, asserting or continuing in any manner, directly, indirectly, or derivatively, against Northwood, in any judicial, arbitral, administrative, or other forum, any and all suits, actions, causes of action, cross-claims, counterclaims, third party claims, judgment enforcement proceedings, derivative claims or other demands (including any of the Claims being released in the Settlement Agreement) in any federal or state court or any other judicial or non-judicial proceeding (including, without limitation, any proceeding in any judicial, arbitral, mediation, administrative, or other forum) against or affecting Northwood, which is based in whole or in part on any allegation, claim, demand, cause of action, matter or fact directly relating in any way to or arising in connection with the Debtors' Bankruptcy Case, or could have an effect on the Debtors' consolidated bankruptcy estate, could affect the handling and administration of the Debtors' consolidated bankruptcy estate, or is in any other way related to the Debtors or the Bankruptcy Case (collectively, the "Barred Claims"). For purposes of the Bar Order, "Barred Persons" shall mean any person or entity that has held, holds, may hold, or purports to hold a claim or other debt or liability or an interest, including a membership interest or financial interest, or other right against, in, arising out of, or in any way related to the Debtors, including any manager, sub-manager, independent contractor, or *de facto* manager of the Debtors or any of their members or officers, whether that person or entity filed a proof of claim or otherwise.

This Bar Order shall specifically include, but is not limited to, the cases of *Richard Carlson, et al. v. Gary H. Hunt, et al.*, Superior Court of California for Orange County, Case No. 30-2018-00982195 ("Carlson"); NNN Congress Center, LLC v. Etienne Locoh, et al., Superior Court of California for Orange County, Case No. 30-2018-01015717-CU-BC-CJC ("NNN"); and any pending or future actions, suits, judgment enforcement proceedings, derivative claims, losses, rights, damages, costs, fees, expenses, accounts, demands, obligations, liabilities, and causes of action of every character, nature, kind or description whatsoever, known or unknown, foreseen or unforeseen, and suspected or unsuspected, arising out of, or in any way relating to, any act or omission, whatsoever (i) based on any facts and circumstances alleged in Carlson or NNN; (ii) based directly or indirectly upon the purchase or sale of the Congress Center Property (i.e., the property located at 525 W. Van Buren Street, Chicago Illinois 60607); or (iii) any claims arising out of or related in any way to the Debtors or the conduct of Debtors.

The Bar Order set forth herein is not intended to bar third-party claims against Northwood arising out of matters completely unrelated to the Debtors, property of the Debtors' Estate, and the facts and circumstances of the Barred Claims.

PLEASE TAKE FURTHER NOTICE THAT the proposed Sovereign/Cottonwood Bar Order and Northwood Bar Order shall apply to and bar all claims and causes of action against the Settling Parties in the following state court actions and arbitration proceedings (the full case styles can be found on the Website), and any future actions based on the same facts and circumstances alleged therein:

a. ***1600 Barberry Lane 8, LLC, et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904221; and**

b. ***1600 Barberry Lane 8, LLC et al. v. Todd Mikles et al.*, Superior Court of California for San Diego County, Case No. 37-2016-00019030; *1600 Barberry Lane 8, LLC et al. v. Todd Mikles et al.*, American Arbitration Association ("AAA") Case No. 01-17-0005-0462; and**

c. ***Plantations at Haywood 1, LLC, et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904220; and**

d. ***Plantations at Haywood 1, LLC, et al. v. Plantations at Haywood M, LLC, et al.*, Superior Court of California for Orange County, Case No. 30-2017-00901157; *Plantations at Haywood 1, LLC et al. v. Plantations at Haywood M, LLC et al.*, AAA Case No. 01-18-0002-4830; and**

e. ***NNN Capital Fund I, LLC, et al. v. Cottonwood Residential, O.P., LP, et al.*, Third Judicial District Court for Salt Lake County, Utah, Case No. 170904222; and**

f. ***NNN Capital Fund I, LLC, et al. v. Todd Mikles et al.*, Superior Court of California for Orange County, Case No. 30-2017-00910991; and**

g. ***Richard Carlson et al. v. Gary H. Hunt et al.*, Superior Court of California for Orange County, Case No. 30-2018-00982195; and**

h. ***NNN Congress Center I, LLC et al. v. Etienne Locoh et al.*, Superior Court of California for Orange County, Case No. 30-2018-01015717; and**

i. ***Katherine Looper et al. v. Daymark Realty Advisors, Inc. et al.*, Adversary Case**

No.19-01050-RBR; Katherine Looper et al. v. Primex Prime Electronic Execution, Inc., FINRA Case No. 18-03614; Edward Henkin et al. v. Todd Mikles et al., Superior Court of California for San Diego County, Case No. 37-2019-00059373; and

j. ***Dennis Dierenfield, et al. v. Todd Mikles et al.*, Superior Court of California for San Diego County, Case No. 37-2016-00018180; *Dennis Dierenfield, et al. v. Todd Mikles et al.*, AAA Case No. 01-17-0002-5456; and**

k. ***S. Sidney Mandel et al. v. Grubb & Ellis Realty Investors, LLC, et al.*, Superior Court of California for Orange County, Case No. 30-2011-00449598**

Dated: December 9, 2019

Respectfully Submitted,

GENOVESE JOBLOVE & BATTISTA, P.A.
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ORDERED in the Southern District of Florida on April 10, 2019.

Raymond B. Ray, Judge
United States Bankruptcy Court

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
Fort Lauderdale Division

In Re:	Chapter 11
Daymark Realty Advisors, Inc.	Case No. 18-23750-RBR
Daymark Properties Realty, Inc.	Case No. 18-23751-RBR
Daymark Residential Management, Inc.	Case No. 18-23752-RBR
	(Substantively consolidated)
Debtors.	

_____/

ORDER CONTINUING HEARING ON
EXPEDITED MOTION FOR RELIEF FROM AUTOMATIC SATY [ECF# 230]

THIS MATTER came before the Court for hearing on Wednesday, April 3, 2019 at 10:00 a.m. (the "Hearing") upon the *Expedited Motion for Relief from Automatic Stay* [ECF # 230] (the "Motion").[1] The Court, having reviewed the Motion, having heard the arguments of counsel at the Hearing, and for the reasons stated on the record, **ORDERS** that the Hearing on the

[1]Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreed Motion.

Motion is continued to **April 30, 2019 at 10:00 a.m. at the U.S. Courthouse, 299 E. Broward Blvd., Courtroom 308, Fort Lauderdale, Florida 33301.**

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SUBMITTED BY:

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(Copy furnished to Attorney Charbonneau who is directed to serve a copy of this Order upon all interested parties)

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6132268366-18-23750-DAYMARK REALTY ADVISORS, INC.

PLEASE TAKE NOTICE: THE FOLLOWING DOCUMENTS BEGIN AFTER THIS PAGE

0258 - Order Continuing Hearing On (Re_ [230] Motion for Relief From Stay