

J. Mark Chevallier, State Bar No. 04189170
James G. Rea, State Bar No. 24051234
McGUIRE, CRADDOCK & STROTHER, P.C.
2501 N. Harwood, Ste. 1800
Dallas, TX 75201
(214) 954-6800 Telephone
(214) 954-6850 Facsimile
Email: mchevallier@mcslaw.com
Email: jrea@mcslaw.com

and

Martin T. Fletcher, MD Bar No. 07608
Stephen F. Fruin, MD Bar No. 08456
Thomas J. Francella, Jr., DE Bar No 3835
WHITEFORD, TAYLOR & PRESTON L.L.P.
Seven Saint Paul Street
Baltimore, MD 21202
(410) 347-8700 Telephone
(410) 752-7092 Facsimile
Email: mfletcher@wtplaw.com
Email: sfruin@wtplaw.com
Email: tfrancella@wtplaw.com

PROPOSED ATTORNEYS FOR MONARCH LANDING, INC.

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§ CASE NO. 10-34179
MONARCH LANDING, INC.,	§
Debtor.	§ CHAPTER 11 § (Joint Administration Pending) §

**DEBTOR'S MOTION FOR AN ORDER PURSUANT TO 11 U.S.C. § 105(a)
AND BANKRUPTCY RULE 2002 ESTABLISHING NOTICE PROCEDURES**

The above-captioned debtor and debtor in possession by their proposed attorneys, McGuire Craddock & Strother, P.C. and Whiteford, Taylor & Preston L.L.P., moves this Court for entry of an order, pursuant to section 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rule 2002 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules") to establish notice procedures in this chapter 11 case (the "Motion"). In support of this Motion, the Debtor respectfully represents as follows:

Jurisdiction and Venue

1. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2).

2. Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

3. The statutory basis for the relief requested herein is Bankruptcy Code Section 105 and Bankruptcy Rule 2002.

The Debtor's Chapter 11 Proceeding

4. On June 15, 2010 (the "Petition Date"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code.

5. The Debtor intends to continue in the possession of its property and the management of its business as a debtor in possession pursuant to sections 1107 and 1108 of the Bankruptcy Code.

6. No creditors committee has been appointed in this case by the United States Trustee.

Related Chapter 11 Proceeding

7. Contemporaneous with the filing of the Debtor's case, Naperville Campus, LLC ("Naperville"), filed a petition for relief under Chapter 11 of the Bankruptcy Code in this Court (Case No. 10-34176). The Debtor leases its principal Facility from Naperville and has various financial as well as contractual relationships with Naperville.

8. Approximately nine (9) months prior to the Petition Date, Naperville's parent corporation, Senior Living Retirement Communities, LLC, formerly known as Erickson Retirement Communities, LLC ("Senior Living"), and certain other of its related entities¹ filed

¹ The Debtors in Senior Living's chapter 11 cases are: (i) Erickson Retirement Communities, LLC; (ii) Ashburn Campus, LLC; (iii) Columbus Campus, LLC; (iv) Concord Campus GP, LLC; (v) Concord Campus, LP; (vi) Dallas

for bankruptcy in this Court (Main Case No. 09-37010). Senior Living developed and managed the Facility for the Debtor. Senior Living's Chapter 11 Plan was confirmed on April 16, 2010 ("Senior Living's Plan"). Senior Living and its related entities cases are still pending before this Court.

The Debtor and Its Business Operations

9. The Debtor was established on August 10, 2004, as a Maryland nonstock corporation to operate a continuing care retirement community in Naperville, Illinois (the "Facility"), which opened in July, 2006. The Debtor is classified as an Internal Revenue Code Section 501(c)(3) organization based on its mission to provide affordable senior housing to seniors. The Debtor is a supported organization of National Senior Campuses, Inc. ("NSC"), a not-for-profit organization organized to support the Debtor and 16 other not-for-profit organizations that operate Continuing Care Retirement Communities ("CCRCs"). NSC is the sole member of the Debtor and appoints all of the members of the Debtor's board of directors.

10. The Facility and NSC's other CCRCs are designed to offer seniors a continuum of care during their retirement years from independent living to skilled nursing care on the same campus. These facilities provide affordable living accommodations and related healthcare and support services to a target market of middle-income seniors aged sixty-two (62) years and older.

11. Senior Living was the developer of the Facility. Senior Living and its affiliates are not related to or affiliated with the Debtor or NSC. The Debtor has entered into a master lease agreement and certain other agreements with Naperville. In addition, the Debtor and Senior Living have entered into a management and marketing agreement (the "Management

Campus GP, LLC; (vii) Dallas Campus, LP; (viii) Erickson Construction, LLC; (ix) Erickson Group, LLC; (x) Houston Campus, LP; (xi) Kansas Campus, LLC; (xii) Littleton Campus, LLC; (xiii) Novi Campus, LLC; (xiv) Senior Campus Services, LLC; (xv) Warminster Campus GP, LLC; and (xvi) Warminster Campus, LP.

Agreement”), pursuant to which Senior Living it to manage the community. As of April 30, 2010, pursuant to a transitional subcontract agreement, Senior Living subcontracted its right and obligations under the Management Agreement to Erickson Living Management, LLC (“ELM”), which is presently managing the Debtor’s Facility (the “Transitional Subcontract Agreement”). In return for its management services, the Debtor pays ELM a monthly management fee, per the Management Agreement. The Debtor also reimburses ELM for the costs of: (a) marketing the re-occupancy of the units at the Facility; (b) the salary and benefits of the Debtor’s employees and ELM’s management personnel located at the Facility, and (c) the Debtor’s share of certain other centralized services.

12. The Debtor leases the Facility from Naperville (which Senior Living owns, directly or indirectly) pursuant to a master lease. As of the Petition Date, the Facility had 362 completed independent living units and a seventy one percent (71%) occupancy rate. It was originally anticipated that the Facility would include up to 1,498 independent living units, 96 assisted living units and 132 skilled nursing beds.

13. The Debtor’s capital structure consists of permanent financing in the form of project bonds and special tax district bonds. The Debtor’s receipts from its operations are not sufficient to cover its debt service and operating expenses, and the Facility is having difficulty attracting the middle market customer to which it is supposed to appeal. There is significant competition in the greater Chicago area, which has caused the Facility’s occupancy rate to increase at a rate which is lower than expected. Moreover, the Chicago metropolitan area’s employment rates and home prices have declined more than in other markets, thereby causing the Debtor to have problems selling units as well as causing significant liquidity and capital structure difficulties.

Events Leading to Chapter 11 Filing

14. As mentioned previously, the Debtor leases the Facility from Naperville (which Senior Living owns, directly or indirectly) pursuant to a master lease.

15. Under the terms of Senior Living's Plan, Wells Fargo Bank, N.A., the bond trustee for the Facility (the "Bond Trustee"), was to negotiate in good faith with the Debtor and Redwood-ERC Senior Living Holdings, LLC, a Maryland limited liability company ("Redwood"), regarding the possible sale of the Facility to Redwood during the 90-day period following the confirmation of the Plan (i.e. from April 30, 2010 through July 31, 2010) (the "Negotiation Period").² Although the Bond Trustee had an obligation to negotiate in good faith during the Negotiation Period, approximately two weeks ago, the Bond Trustee inappropriately effectuated a set-off against the Debtor's cash reserves in the amount of \$15,166,737.69. The Bond Trustee's actions threatened to destabilize the Debtor's operations and, as a result of such actions, the Debtor filed this Chapter 11 proceeding to stop the Bond Trustee from causing further damage to its operations and, thereby, threatening the well being of its residents.

16. Additionally, beginning in December of 2009, the Bond Trustees began removing amounts held in escrow for the benefit of the Debtors in order to pay their professional fees. In doing so, the Bond Trustees did not follow the requisite procedures for removing such funds as

² Section 6.2.3.1 of Senior Living's Plan provides:

Disposition. During the 90-day period immediately following the Plan Confirmation Date, Redwood will negotiate (non-exclusively) in good faith with the applicable NFPs and Bond Trustees for the Bond Communities to reach a resolution regarding such Bond Communities. During such 90-day period, the applicable NFP, with the consent of the applicable Bond Trustee, may market the applicable Bond Community for sale with the consent of the applicable Bond Trustee and letter of credit provider, may consummate such sale. At the conclusion of the 90-day period, if the parties have reached a resolution with respect to a particular Bond Community then the Debtor will facilitate a definitive agreement regarding such a resolution for such Bond Community. If Redwood does not reach an agreement with respect to resolution of a particular Bond Community during this 90-day period that is acceptable to Redwood, the applicable NFP, the letter of credit provider and the applicable Bond Trustee, then promptly at the end of such 90-day period, ERC's interests in the entity related to such Bond Community (Naperville Campus, LLC, Linconshire Campus, LLC and/or Hingham Campus, LLC, as applicable will be transferred to the applicable NFP.

proscribed in the bond documents, primarily the submission of bills and request of payment from Sedgebrook or Monarch Landing. Moreover, the Bond Trustees neglected to provide notice of their removal of the funds to either Sedgebrook or Monarch Landing. To date, the Bond Trustees have removed \$835,136 from the Sedgebrook reserve account, and \$792,562 from the Monarch Landing reserve account. The actions of the Bond Trustee have threatened to destabilize Monarch's operations by severely limiting liquidity and endangering its residents. The Debtors filed these chapter 11 proceedings to protect their assets and to stop the Bond Trustee from causing further damage to their operations and threatening the well being of their residents.

Relief Requested

17. By this Motion, the Debtor requests the entry of an order, pursuant to Bankruptcy Code section 105(a) and Bankruptcy Rule 2002, limiting notice on various matters to only the affected parties.

18. The Debtor has approximately seventy two (72) creditors who may be entitled to receive notice in these cases. Notice of all pleadings and other papers filed in these cases to each creditor is unnecessary and would be extremely burdensome and costly to the estates, as a result of photocopying, postage expenses, and other expenses associated with these mailings.

19. The Debtor proposes the establishment of a master service list (the "Master Service List") that would include: (a) the Office of the United States Trustee; (b) the Debtor's 20 largest unsecured creditors (until an official committee of unsecured creditors is appointed and has retained counsel, in which event, such committee's counsel); (c) counsel to the bondholders; (d) any party whose interests are directly affected by a specific pleading; (e) counsel to Senior Living Retirement Communities, LLC; (f) counsel to Erickson Living Management, LLC; (g)

Fifth Third Bank, as issuing party of the letter of credit; and (h) those persons who have formally appeared and requested service in these proceedings pursuant to Bankruptcy Rule 2002.

20. The proceedings with respect to which notice would be limited to the Master Service List would include all matters covered by Bankruptcy Rule 2002, with the express exception of the following: (a) meeting of creditors under sections 341 or 1104(b); (b) any notices related to claims bar dates; (c) the time fixed for filing objections and the hearing to consider approval of a disclosure statement or confirmation of a plan of reorganization or liquidation; and (d) notice of and transmittal of ballots for accepting or rejecting a plan of reorganization. Except as set forth below, the foregoing proceedings would be noticed to all parties in interest in accordance with Bankruptcy Rule 2002, at their last known address as provided by the Debtors, unless otherwise ordered by this Court or otherwise prescribed by the Bankruptcy Code. The Master Service List would also be used for pleadings, papers and procedures that may, pursuant to the Local Rules, require service upon all parties in interest.

21. The Debtor will update the Master Service List regularly to include the names and addresses of any parties in interest who have made written request for notice.

22. Further, the Debtor will submit to the Court upon the completion of noticing any particular matter, either an affidavit of service or certification of service annexing the list of those parties receiving notice.

23. The Debtor believes that the administration of this chapter 11 case would be more efficient and cost effective if the relief requested is granted, and, therefore, the Debtor submits that the relief requested in this Motion is in the best interests of the Debtor's estate, its creditors, and parties in interest and will not prejudice the rights of any party in interest in these cases.

Notice

24. Notice of this Motion has been provided to: (a) the Office of the United States Trustee; (b) the Debtor's 20 largest unsecured creditors (until an official committee of unsecured creditors is appointed and has retained counsel, in which event, such committee's counsel); (c) counsel to the Bond Trustee; (d) counsel to Senior Living Retirement Communities, LLC; (e) counsel to Erickson Living Management, LLC; (f) Fifth Third Bank, as issuing party of the letter of credit; and (g) those persons who have formally appeared and requested service in these proceedings pursuant to Bankruptcy Rule 2002.

WHEREFORE, the Debtor respectfully requests entry of an order of this Court substantially in the form annexed hereto as Exhibit A, granting the relief requested by this Motion and such other and further relief as may be just and proper.

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Dated: June 21, 2010
Dallas, Texas

Respectfully Submitted,

MCGUIRE, CRADDOCK & STROTHER, P.C.

By: /s/ J. Mark Chevallier
J. Mark Chevallier, Texas Bar No.04189170
James G. Rea, Texas Bar No. 24051234
McGuire, Craddock & Strother, P.C.
2501 N. Harwood, Ste. 1800
Dallas, TX 75201
(214) 954-6800 Telephone
(214) 954-6850 Facsimile
Email: mchevallier@mcsllaw.com
Email: jrea@mcsllaw.com

and

Martin T. Fletcher, MD Bar No. 07608
Stephen F. Fruin, MD Bar No. 08456
Thomas J. Francella, Jr., DE Bar. No. 03835
Whiteford, Taylor & Preston L.L.P.
Seven Saint Paul Street
Baltimore, MD 21202
(410) 347-8700 Telephone
(410) 752-7092 Facsimile
Email: mfletcher@wtplaw.com
Email: sfruin@wtplaw.com
Email: tfrancella@wtplaw.com

Proposed Attorneys for Monarch Landing, Inc.

CERTIFICATE OF SERVICE

I certify that on the 21st day of June, 2010, a copy of the foregoing was sent by electronic mail or First Class U.S. Mail, postage prepaid, on all parties on the attached service list.

/s/J. Mark Chevallier

**Exhibit A
Proposed Order**

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

In re:	§	CASE NO. 10-34179
	§	
MONARCH LANDING, INC.,	§	CHAPTER 11
	§	(Joint Administration Pending)
Debtor.	§	

**ORDER ESTABLISHING NOTICE PROCEDURES
PURSUANT TO 11 U.S.C. § 105(a) AND BANKRUPTCY RULE 2002**

Upon the Debtor’s Motion For an Order Pursuant to 11 U.S.C. § 105(a) and Bankruptcy Rule 2002 Establishing Notice Procedures, dated October 19, 2010 (the “Motion”), and all as more fully set forth in the Motion; and the Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334; and consideration of the Motion and the relief requested therein being a core proceeding pursuant to 28 U.S.C. §157(b); and venue being proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409, and due and proper notice of the Motion having been provided to the necessary parties; and it appearing that no other or further notice need be provided; and a hearing having been held to consider the relief requested in the Motion (the “Hearing”); and the appearances of all interested parties having been noted in the record of the Hearing; and upon the record of the Hearing and all of the proceedings had before the Court; and no objections having been received; and the Court having determined that the relief sought in the Motion is in the best interests of the Debtor, its creditors, and all parties in interest; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and after due deliberation and sufficient cause appearing therefore, it is hereby:

¹ Capitalized terms not defined herein shall have those meanings prescribed in the Motion.

ORDERED that the Motion is **GRANTED**; and it is further

ORDERED that the Debtor shall establish a master service list (the “Master Service List”), which shall include: (a) the Office of the United States Trustee; (b) the Debtor’s 30 largest unsecured creditors on a consolidated basis (until an official committee of unsecured creditors is appointed and has retained counsel, in which event, such committee’s counsel); (c) counsel to the Bond Trustee; (d) any party whose interests are directly affected by a specific pleading; (e) counsel to Senior Living Retirement Communities, LLC; (f) counsel to Erickson Living Management, LLC; and (g) those persons who have formally appeared and requested service in these proceedings pursuant to Rule 2002 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”); and it is further

ORDERED that the proceedings with respect to which notice shall be limited to the Master Service List shall include all matters covered by Bankruptcy Rule 2002, with the express exception of the following: (a) meeting of creditors under sections 341 or 1104(b); (b) any notices related to claims bar dates; (c) the time fixed for filing objections and the hearing to consider approval of a disclosure statement or confirmation of a plan of reorganization or liquidation; and (d) notice of and transmittal of ballots for accepting or rejecting a plan of reorganization; and it is further

ORDERED that the Debtor shall update the Master Service List regularly to include the names and addresses of any parties in interest who have made written requests for notice.

End of Order

Bank of America, N.A.
CO Jarrett L. Hale, Esq. **[ECFmail]**
Hunton & Williams LLP
1445 Ross Avenue, Suite 3700
Dallas, TX 75202-2799

Cohen, Seglias, Pallas, Greenhall & Furman,
PC, c/o Joseph F. Postnikoff, Esq. **[ECFmail]**
Goodrich Postnikoff & Albertson, LLP
777 Main Street, Suite 1360
Fort Worth, TX 76102

PRS II, LLC
3535 Gillespie, No. 305
Dallas, TX 75219

800 N. Michigan Homeowners Association
8401 Innovation Way
Chicago, IL 60602

Audi Financial Services
P.O. Box 17497
Baltimore, MD 21297-1497

BFI Capital, LLC
50 Main Street, No. 1000
White Plains, NY 10606

BFI Capital, LLC **[ECFmail]**
c/o Kane Russell Coleman & Logan PC
Attn: George H. Barber/John J. Kane
3700 Thanksgiving Tower
1601 Elm Street
Dallas, Texas 75201

Bancentre Corp.
Attn: James Gibson
2309 NW Lacamas Drive
Cams, WA 98607

Bank of America
LaSalle Bank NA
135 South LaSalle Steret, Suite 1225
Chicago, IL 60603

Bank of America, N.A.
c/o Jarrett L. Hale
Hunton & Williams LLP
1445 Ross Ave., Suite 3700
Dallas, TX 75202-2799

Bar Pilot Land, LLC
3380 Hurricane Bay Drive
Theodore, AL 36582

Bar Pilot Land, LLC
CO Lyndel Anne Mason
Cavazos Hendricks Poirot & Smitham, PC
900 Jackson St, Ste 570
Dallas, TX 75202

Benowich Law, LLP
co Leonard Benowich
1025 Westchester Ave
White Plains, NY 10604

Bentley Financial
P.O. Box 174972
Baltimore, MD 21297-1497

Bridge Funding, Inc.
Attn: Lawrence Linksman
50 Main Street
White Plains, NY 10606

Bridge Funding, Inc. **[ECFmail]**
c/o Kane Russell Coleman & Logan PC
Attn: George H. Barber/John J. Kane
1601 Elm Street, Suite 3700
Dallas, Texas 75201

Capital One, National Association
Attn: Dustin Lewis
14651 Dallas Parkway, Suite 300
Dallas, TX 75254

Capital One, N.A.
c/o Luke Nolan
600 N. Pearl St., Suite 2500
Dallas, TX 75201

Cohen, Seglias, Pallas, Greenhall & Furman, PC
c/o Joseph F. Postnikoff
Goodrich Postnikoff & Albertson, LLP
777 Main Street, Suite 1360
Fort Worth, Texas 76102

Cole Taylor Bank
P.O. Box 88483
Chicago, IL 60680

Cole Taylor Bank
c/o Joseph S. Sheerin
McGuireWoods LLP
One James Center
901 East Cary Street
Richmond, VA 23219

Cole Taylor Bank
c/o Stephen A. Goodwin & Lisa M. Lucas
Carrington Coleman Sloman & Blumenthal
901 Main Street, #5500 **[ECFmail]**
Dallas, TX 75202

D.B. Zwirn Real Estate Credit
Partners, LLC
745 Fifth Avenue, 18th Floor
New York, NY 10151

Dallas County **[ECFmail]**
Linebarger Goggan Blair & Sampson, LLP
CO Laurie Spindler Huffman, Esq.
2323 Bryan Street Suite 1600
Dallas, TX 75201

Bridge Funding, Inc.
c/o Ellen M. Walker-Lee Forlenza
Granoff, Walker & Forlenza, P.C.
747 Third Avenue, Suite 4C
New York, NY 10071

Enterprise Bank & Trust
CO Enterprise Operations
1281 N. Warson Road
St. Louis, MO 63132

FirstBank Puerto Rico
Attn: Commercial Loan Department
P.O. Box 309600
St. Thomas, VI 00803

Hancock Bank
Attn: Jerry M. Broughton
127 Dauphin Street
Mobile, AL 36602

Harris Bank
201 South Grove Avenue
Barrington, IL 60010

Highland Community Bank
1701 West 87th Street
Chicago, IL 60620

Hollis Logan
c/o Monica S. Blacker, Esq. [ECFmail]
Andrews Kurth LLP
1717 Main St., Suite 3700
Dallas, TX 75201

Internal revenue Service
P. O. Box 21126
Philadelphia, PA 91114

Jen-Hsun Huang
c/o Christopher J. Muzzi, Esq. [ECFmail]
Moseley Biehl Tsugawa Lau & Muzzi LLLC
Aleakea Corporate Tower
1100 Alakea St., 23rd Floor
Honolulu, HI 96813

Jen-Hsun and Lori Huang
24905 LaLuma Court
Los Altos Hills, CA 94022

Jonair Hill, et al
c/o Jones & Rostant PC
Attn: Ann Jones
12011 Lee Jackson Memorial Hwy, #310
Fairfax, VA 22033

La Jolla Bank
390 West Valley Parkway
Escondido, CA 92025

Liberty Pointe Bank
120 Broadway
New York, NY 10271

Lori Huang
c/o Christopher J. Muzzi, Esq. [ECFmail]
Moseley Biehl Tsugawa Lau & Muzzi LLLC
Aleakea Corporate Tower
1100 Alakea St., 23rd Floor
Honolulu, HI 96813

SPCP Group, LLC
c/o Mahadeva, PLLC
445 Hamilton Avenue, Suite 1102
White Plains, NY 10601

Merrill Lynch
Home Equity Service Center
P.O. Box 5443
Mt. Laurel, NJ 08054-5443

Merrill Lynch
Mortgage Service Center
P.O. Box 5459
Mt. Laurel, NJ 08054-5459

Metropolitan National Bank
425 W. Capitol Avenue
Little Rock, AR 72201

Pilot Pointe Development, LLC
3380 Hurricane Bay Drive
Theodore, AL 36582

Pilots Pointe Development, LLC
CO Lyndel Anne Mason, Esq. [ECFmail]
Cavazos Hendricks Poirot & Smitham, PC
900 Jackson St, Ste 570
Dallas, TX 75202

Puritan Finance Corp.
c/o Melissa Hayward, Esq. [ECFmail]
Franklin Skierski Lovall Hayward, LLP
10501 N. Central Expy., Ste. 106
Dallas, TX 75231

Recovery Management Systems
Corporation
25 S.E. 2nd Avenue, Suite 1120
Miami, FL 33131-1605

Regions Bank
104 St. Francis Street, 6th Floor Annex
ALMB60134M
Mobile, AL 36602

SPCP Group, LLC
c/o Hugh Massey Ray, III, Esq. [ECFmail]
McKool Smith, P.C.
600 Travis, Suite 7000
Houston, TX 77002

SPCP Group, LLC
Two Greenwich Plaza, 1st Floor
Greenwich, CT 06830-6353

Stonehill Realty Capital, Inc.
c/o Steven Metzger & Scott K. McDonald
Prager, Metzger & Kroemer PLLC
3626 N. Hall St., Suite 800 [ECFmail]
Dallas, TX 75219

Valley National Bank
c/o Barton Nachamie, Esq.
Todtman, Nachamie, Spizz & Johns, PC
425 Park Ave.
NY, NY 10022

Cole Taylor Bank
c/o William J. Serriatalla-Jillian S. Cole
Aronberg Goldgehn Davis & Garmisa
330 N. Wabash Avenue, Suite 1700
Chicago, IL 60611

Hollis Logan
c/o Monica S. Blacker, Esq. [ECFmail]
Andrews Kurth LLP
1717 Main St., Suite 3700
Dallas, TX 75201

Gerrit M. Pronske [ECFmail]
Pronske & Patel, P.C.
2200 Ross Avenue, Suite 5350
Dallas, TX 75201

Melanie Pearce Goolsby [ECFmail]
Pronske & Patel, P.C.
2200 Ross Avenue, Suite 5350
Dallas, TX 75201

Peter R. Morris
2728 McKinnon Dr., No. 1011
Dallas, TX 75021

UST U.S. Trustee
c/o Erin Marie Schmidt, Esq. [ECFmail]
& Albert Loftus, Esq.
1100 Commerce Street, Room 976
Dallas, TX 75242-1496

Manufacturers and Traders Trust Co
c/o Louis Levine, Esq.
Melvin & Melvin, PLLC
217 S. Salina St, Suite 700
Syracuse, NY 13202

PHH Mortgage Corporation [ECFmail]
c/o Damian William Abreo, Esq.
Baxter Schwartz & Shapiro LLP
5450 NW Central, Ste 307
Houston, TX 77092

VW Credit, Inc.
c/o Michael J. Burns, Esq. [ECFmail]
Brice Vander Linden & Wernick PC
9441 LBJ Freeway, Suite 250
Dallas, TX 75243

U. S. Small Business Admin. as Receiver for
Fundex Capital Corp. **[ECFmail]**
c/o Richard A Illmer, Esq.
Brown McCarroll, LLP
2001 Ross Ave, Suite 2000
Dallas, TX 75201

U. S. Small Business Admin. as Receiver for
Fundex Capital Corp.
c/o Steven Weinberg, Esq.
Gottesman, Wolgel, Malamy et al
11 Hanover Square, 4th Floor
New York, NY 10005

Highland Community Bank
c/o Alan Ehrenberg, Esq.
Ehrenberg & Egan, LLC
330 N. Wabash Ave., Suite 2905
Chicago, IL 60611