

UNITED STATES BANKRUPTCY COURT		District of Delaware	PROOF OF CLAIM
Name of Debtor: Various, Inc.		Case Number: 13-12439-CSS	<p style="text-align: center; font-weight: bold;">COURT USE ONLY</p> <p><input type="checkbox"/> Check this box if this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ (If known)</p> <p>Filed on: _____</p> <p><input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.</p>
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
Name of Creditor (the person or other entity to whom the debtor owes money or property): Zayo Group, LLC			
Name and address where notices should be sent: Zayo Group, LLC 400 Centennial Parkway, Suite 200 Louisville, CO 80027		Telephone number: (914) 993-1257 email: thomas.kelly@zayo.com	
Name and address where payment should be sent (if different from above): same		Telephone number: email:	
1. Amount of Claim as of Date Case Filed: \$ <u>63,823.79</u>		RECEIVED	
If all or part of the claim is secured, complete item 4.			
If all or part of the claim is entitled to priority, complete item 5.			
<input type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.			
2. Basis for Claim: <u>fiber optic communications and related services</u> (See instruction #2)			
3. Last four digits of any number by which creditor identifies debtor: <u>7 0 0 9</u>	3a. Debtor may have scheduled account as: _____ (See instruction #3a)	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)	
4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information.		Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____	
Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: _____		Basis for perfection: _____	
Value of Property: \$ _____		Amount of Secured Claim: \$ _____	
Annual Interest Rate _____% <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed)		Amount Unsecured: \$ _____	
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.			
<input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507 (a)(1)(A) or (a)(1)(B).	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the case was filed or the debtor's business ceased, whichever is earlier – 11 U.S.C. § 507 (a)(4).	<input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5).	Amount entitled to priority: \$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7).	<input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8).	<input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(____).	
*Amounts are subject to adjustment on 4/01/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction			

RECEIVED
NOV 11 2013
BMC GROUP

7. Documents: Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "redacted".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: **see attached statement**

8. Signature: (See instruction #8)

Check the appropriate box.

I am the creditor. I am the creditor's authorized agent. I am the trustee, or the debtor, or their authorized agent. I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)

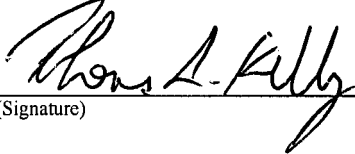
I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Thomas L. Kelly

Title: Associate General Counsel

Company: Zayo Group, LLC

Address and telephone number (if different from notice address above):
same

 8 Nov. 2013
(Signature) (Date)

Telephone number: _____ email: _____

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the

claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

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.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest and documents required by FRBP 3001(c) for claims based on an open-end or revolving consumer credit agreement or secured by a security interest in the debtor's principal residence. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

UNITED STATES BANKRUPTCY COURT – District of Delaware
Debtor: Various, Inc. (Case No. 13-12439-CSS)

ATTACHMENT TO PROOF OF CLAIM of
Zayo Group, LLC

1. On September 17, 2013 (the “Petition Date”), Various, Inc. (the “Debtor”) filed a voluntary petition for relief under Chapter 11 of the Bankruptcy Code (Case Number 13-12439-CSS).
2. Zayo Group, LLC (“Claimant”), the successor by merger to AboveNet Communications, Inc., has executory contracts with Debtor that are the subject of this current Proof of Claim (together the “Agreements”). Pursuant to the Agreements, Debtor, and/or its affiliated entities, has received various fiber optic communications and other related services but has failed to pay Claimant therefor. Copies of the Agreements are available upon request to Claimant, in redacted form insofar as the Agreements contain information that is or may be confidential and/or proprietary in nature.
3. Debtor is indebted to Claimant in a total amount of not less than Sixty Three Thousand Eight Hundred Twenty-Three and 79/100 Dollars (\$63,823.79), which is comprised of pre-petition amounts due under the Agreements. A statement of account reflecting such amount and showing billing and payments credited to the account is attached hereto for reference. The Debtor is also indebted to the Claimant for any and all pre-petition and/or post-petition claims or causes of action, whether known or unknown, arising from or related to the Agreements.
4. No judgment has been rendered on these claims. To the best of Claimant’s knowledge, there have been no other payments from Debtor to credit to or deduct



from the claim amount for the purposes of this Proof of Claim. To the best of Claimant's knowledge, these claims are not subject to any further setoff or counterclaim.

5. In addition to the foregoing, the Debtor is liable to Claimant for interest accruing on the claims described herein to the extent such interest is allowable.
6. Claimant reserves the right to amend and/or supplement this Proof of Claim at any time, including after the bar date, in any manner and/or to file additional proofs of claim for any additional claim based on the same or additional documents or grounds of liability, including without limitation, against Debtor's affiliated entities.
7. This Proof of Claim is filed under compulsion to protect Claimant from forfeiture of any claim. The filing of this Proof of Claim is not and shall not be deemed or construed as: (a) a waiver or release of any right or claim of Claimant arising out of, or in respect of, any order entered in this case, or a waiver or release of Claimant's rights against the Debtor, its estates, or any person, entity, or property; (b) a consent by Claimant to the jurisdiction of this Court or any other court with respect to proceedings, if any, commenced in any case against or otherwise involving Claimant; (c) a waiver or release of Claimant's right to trial by jury in this Court or any other court in any proceeding as to any and all matters so triable herein, whether or not the same be designated legal or private rights or in any case, controversy, or proceeding related hereto, notwithstanding the designation or not of such matters as "core proceedings" pursuant to 28 U.S.C. § 157(b)(2), and whether such jury trial right is pursuant to statute or the United States Constitution; (d) a consent by Claimant to a jury trial in this Court or any other court in any proceeding as to any and all matters



so triable herein or in any case, controversy, or proceedings entered only after de novo review by a United States District Court Judge; (f) a waiver of the right to move to withdraw the reference, or otherwise contest the jurisdiction of this Court with respect of the subject matter of this Proof of Claim, any objection thereto or other proceeding which may be commenced in this case against or otherwise involving Claimant; (g) an election of remedies; or (h) a waiver or release of any right of setoff, recoupment or counterclaim, or any right arising by operation of law or equity or Claimant's rights against any other person, entity or property.

8. All notices regarding this Proof of Claim should be sent to:

Zayo Group, LLC
400 Centennial Parkway, Suite 200
Louisville, CO 80027
Attention: Thomas L. Kelly, Associate General Counsel

The request for notices to be sent to the persons above shall not be deemed authorization to accept service of process on behalf of Claimant.

Dated: November 8, 2013.

A handwritten signature, possibly "DK", enclosed within a hand-drawn circle.

Customer ID: 7009 Various Inc.

Doc Date	Description	Discount Amount		Document Amount	Amount Remaining
2/8/2013	SLS	7009-FEB13-176571		\$56,693.39	\$0.00
2/25/2013	PMT	PYMNT000000018129	55522	(\$56,693.39)	\$0.00
2/28/2013	SLS	7009-FEB13-177458		\$1,553.57	\$0.00
2/28/2013	SLS	7009-FEB13-177464		\$14,808.47	\$13,420.44
3/11/2013	SLS	7009-MAR13-177949		\$70,040.17	\$11,000.00
3/14/2013	PMT	PYMNT000000021393	55613	(\$1,553.57)	\$0.00
4/1/2013	SLS	7009-APR13		\$44,362.43	\$0.00
4/9/2013	PMT	PYMNT000000025492	55817	(\$59,040.17)	\$0.00
5/1/2013	SLS	7009-MAY13		\$39,445.34	\$0.00
5/6/2013	PMT	PYMNT000000028809	55983	(\$44,362.43)	\$0.00
6/1/2013	SLS	7009-JUN13		\$44,237.09	\$0.00
6/10/2013	PMT	PYMNT000000033715	56201	(\$39,445.34)	\$0.00
7/1/2013	SLS	7009-JUL13		\$49,007.06	\$0.00
7/1/2013	PMT	PYMNT000000037262	56289	(\$44,237.09)	\$0.00
8/1/2013	CR	7009-AUG13		(\$1,388.03)	\$0.00
9/1/2013	SLS	7009-SEP13		\$39,403.35	\$39,403.35

Total:

\$63,823.79





360 Hamilton Avenue
White Plains, NY 10601
thomas.kelly@zayo.com
(914) 993-1257

Via Federal Express

November 8, 2013

BMC Group, Inc.

FriendFinder Networks Claims Processing

18675 lake Drive East

Chanhassen, MN 55317

Re: Various, Inc. (#13-12439-CSS) / Proof of Claim

Ladies and Gentlemen:

Enclosed for filing in the above-referenced Chapter 11 bankruptcy proceeding, please find the signed original of the proof of claim of Zayo Group, LLC.

Thank you for your attention and cooperation in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Thomas L. Kelly". The signature is written in a cursive style with a long horizontal flourish extending to the right.

Thomas L. Kelly

Associate General Counsel

From: (914) 397-2501
Virpi DeMarchis
Abovenet
360 Hamilton Avenue

Origin ID: NESA



J13201306280326

Ship Date: 07NOV13
ActWgt: 0.5 LB
CAD: 8745729/INET3430

White Plains, NY 10601

Delivery Address Bar Code



SHIP TO: (914) 993-1257

BILL SENDER

FriendFinder Networks Claim Process
BMC Group, Inc.
18675 Lake Drive East

Ref # Various, Inc. POC
Invoice #
PO #
Dept #

RECEIVED

NOV 11 2013

BMC GROUP

CHANHASSEN, MN 55317

FRI - 08 NOV AA
STANDARD OVERNIGHT

TRK# 7971 1046 7740

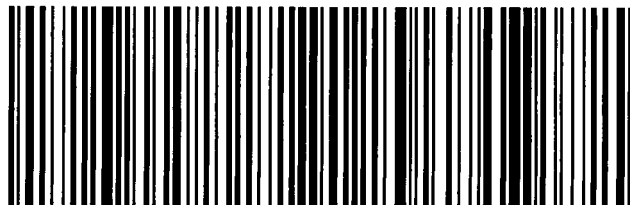
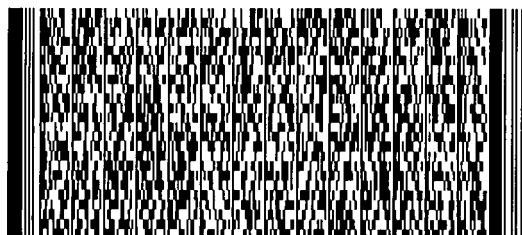
0201

55317

MN-US

MSP

XH FBLA



51AG1/DSE6/1A9E

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.