

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

In re:

LUMIO HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11916 (JKS)

(Joint Administration Requested)

**DEBTORS' FIRST OMNIBUS MOTION FOR ENTRY OF AN ORDER
(I) AUTHORIZING THE DEBTORS TO (A) REJECT CERTAIN UNEXPIRED LEASES
NUNC PRO TUNC TO THE PETITION DATE, AND (B) ABANDON ANY PERSONAL
PROPERTY THAT REMAINS AT LEASED PREMISES,
AND (II) GRANTING RELATED RELIEF**

**THIS MOTION SEEKS TO, AMONG OTHER THINGS, REJECT CERTAIN
UNEXPIRED LEASES OF NON-RESIDENTIAL REAL PROPERTY. PARTIES
RECEIVING THIS MOTION SHOULD REVIEW THE MOTION TO SEE IF THEIR
NAME(S) OR LEASE(S) ARE SET FORTH ON SCHEDULE 1 TO EXHIBIT A
ATTACHED HERETO TO DETERMINE WHETHER THE MOTION AFFECTS
THEIR LEASE(S).**

The above-captioned debtors and debtors in possession (collectively, the “Debtors”) respectfully state as follows in support of this motion (the “Motion”):

RELIEF REQUESTED

1. The Debtors seek entry of an order, substantially in the form attached hereto as **Exhibit A** (the “Proposed Order”): (i) authorizing the Debtors to (a) reject certain unexpired leases (collectively, the “Specified Leases”) of non-residential real property (the “Leased Premises”), each as identified on **Schedule 1** to the Proposed Order, effective as of September 3, 2024 (the “Petition Date”), and (b) to abandon any remaining personal property of the Debtors,

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification number, are Lumio Holdings, Inc. (7119) and Lumio HX, Inc. (7401). The Debtors’ headquarters is located at 1550 W Digital Drive, Suite 200, Lehi, UT 84043.

including furniture, fixtures, and equipment located at the Leased Premises; and (ii) granting certain related relief.

JURISDICTION AND VENUE

2. This Court has jurisdiction to consider this Motion pursuant to 28 U.S.C. §§ 157 and 1334, and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding under 28 U.S.C. § 157(b). Venue of these cases and the Motion is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409.

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

4. The statutory bases for the relief requested herein are sections 105(a), 365 and 554 of title 11 of the United States Code (the “Bankruptcy Code”), as supplemented by Rules 6004, 6006 and 6007 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”).

BACKGROUND

5. On the Petition Date, the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in this Court. The Debtors continue to manage their assets as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or official committee has been appointed in these cases.

6. The Debtors are the largest privately held residential solar provider that is fully vertically integrated with a full suite of photovoltaic solar system sales, installation and

operations. The Debtors' fully integrated model allows them to control every interaction with their customers to ensure superior service.

7. Additional details regarding the Debtors, their businesses, the events leading to the commencement of these cases, and the facts and circumstances supporting the relief requested herein is set forth in the *Declaration of Jeffrey T. Varsalone in Support of Chapter 11 Petitions and First Day Relief* (the "First Day Declaration"), filed concurrently herewith and incorporated herein by reference.

FACTS RELEVANT TO THIS MOTION

8. Prior to the Petition Date, the Debtors engaged in a review, which remains ongoing, of their unexpired leases to identify those unexpired leases that (i) do not enhance the value of their estates or assets, (ii) are burdensome to their estates and/or (iii) are highly unlikely to be assumed and assigned to a third party on terms that would provide any net economic benefit to the Debtors.

9. As a result of this review, the Debtors have determined, in the exercise of their reasonable business judgment, that the Specified Leases identified on **Schedule 1** to the Proposed Order (i) do not enhance the value of their estates or assets, (ii) are burdensome to their estates and/or (iii) are highly unlikely to be assumed and assigned to a third party on terms that would provide any net economic benefit to the Debtors, and, thus, should be rejected as of the Petition Date.

10. Further, the Debtors have determined, in their reasonable business judgment, that (a) any personal property remaining at the Leased Premises is of inconsequential value, or (b) the cost of removing and storing such personal property for future use, marketing, or sale exceeds its value to the Debtors' estates (the "Abandoned Property"). Moreover, any

remaining personal property is no longer necessary for the Debtors' business operations or the administration of the Debtors' estates.

THE LEASES TO BE REJECTED

11. As of the Petition Date, the Debtors are counterparties to numerous leases of non-residential real property, including those pertaining to warehouses across multiple states, that are currently vacant and not being used in the Debtors' business operations.

12. The Specified Leases provide no benefit to the Debtors or their estates, regardless of the restructuring path of these chapter 11 cases. Accordingly, the Debtors have determined, in their business judgment, that rejection of the Specified Leases identified on **Schedule 1** to the Proposed Order is beneficial to their estates and creditors and seek authority to reject the Specified Leases, effective as of the Petition Date.

13. By rejecting the Specified Leases, the Debtors will save the estates significant amounts in rent and associated costs every month. Absent rejection, the Debtors would be obligated to pay rent under the Specified Leases even though they have ceased operations at the warehouse and will no longer be in possession of the Leased Premises.

14. On September 3, 2024, the Debtors delivered, via email (where available) and overnight mail, a letter to the landlords of the Leased Premises, indicating the Debtors' irrevocable intent to vacate and surrender possession of the Leased Premises as of September 3, 2024, and coordinating the tendering of access to and possession of the Leased Premises, including the return of the keys to the Leased Premises, as applicable.

BASIS FOR RELIEF

I. Rejecting the Specified Leases Is a Sound Exercise of the Debtors' Business Judgment and Should Be Authorized.

15. Section 365(a) of the Bankruptcy Code provides that a debtor may, with court approval, assume or reject an executory contract or unexpired lease. 11 U.S.C. § 365(a). In determining whether to approve a debtor's request to assume or reject an executory contract or unexpired lease, courts generally defer to the debtor's business judgment. *See Sharon Steel Corp. v. Nat'l Fuel Distrib. Corp. (In re Sharon Steel Corp.)*, 872 F.2d 36, 40 (3d Cir. 1989); *N.L.R.B. v. Bildisco & Bildisco*, 465 U.S. 513, 523 (1984) (stating that the traditional standard applied by courts to authorize the rejection of an executory contract is that of "business judgment"); *see also In re Taylor*, 913 F.2d 102 (3d Cir. 1990); *In re Buckhead Am. Corp.*, 180 B.R. 83 (Bankr. D. Del. 1995).

16. Courts generally will not second-guess a debtor's business judgment concerning rejection of an executory contract or unexpired lease. *See In re Trans World Airlines, Inc.*, 261 B.R. 103, 121 (Bankr. D. Del. 2001) ("A debtor's decision to reject an executory contract must be summarily affirmed unless it is the product of bad faith, or whim or caprice.") (internal citation omitted). The "business judgment" test is not a strict standard; it merely requires a showing that either assumption or rejection of the executory contract or unexpired lease will benefit the debtor's estate. *In re Bildisco*, 682 F.2d at 79 (noting that the "usual test for rejection of an executory contract is simply whether rejection would benefit the estate") *aff'd*, 465 U.S. 513 (1984). Further, "[s]ection 365 enables the [debtor] to maximize the value of the debtor's estate by assuming executory contracts and unexpired leases that benefit the estate and rejecting those that do not." *L.R.S.C. Co. v. Rickel Home Centers, Inc. (In re Rickel Home Centers, Inc.)*, 209 F.3d 291, 298 (3d Cir. 2000); *see also Stewart Title Guar. Co. v. Old Republic Nat'l Title Ins. Co.*,

83 F.3d 735, 741 (5th Cir. 1996) (section 365 of the Bankruptcy Code “allows a trustee to relieve the bankruptcy estate of burdensome agreements which have not been completely performed”).

17. Under the circumstances, the rejection of the Specified Leases is an appropriate exercise of the Debtors’ business judgment that will reduce financial, administrative and other burdens on the Debtors’ estates. The Specified Leases are unnecessary to the administration of the bankruptcy cases or the preservation of the estates’ value. Indeed, the Specified Leases create an enormous financial burden for the Debtors and provide no benefit to the Debtors’ business. For these reasons, the Court should authorize the Debtors to reject the Specified Leases.

II. Rejection of the Specified Leases *Nunc Pro Tunc* to the Petition Date Is Warranted.

18. The Court should authorize rejection of the Specified Leases *nunc pro tunc* to the Petition Date because the Debtors stated unequivocally their intention to reject the Specified Leases by filing this Motion. Courts in this district and elsewhere recognize that *nunc pro tunc* rejection is appropriate where the balance of the equities favors such relief. *See SCS Co. v. Peter J. Schmitt Co.*, 1995 WL 1772010, at *2 (D. Del. May 15, 1995) (noting that a bankruptcy court has authority to select a retroactive date for the effective date of a lease’s rejection); *In re Rupari Holding Corp.*, 2017 WL 5903498, at *6 (Bankr. D. Del. Nov. 28, 2017) (J. Carey) (authorizing rejection of employment agreements *nunc pro tunc* to a date before the debtor filed the motion to reject the same where debtor unequivocally communicated to the employees that it no longer required their services at the closing of the sale); *In re Chi-Chi’s, Inc.*, 305 B.R. 396, 399 (Bankr. D. Del. 2004) (acknowledging that a bankruptcy court may approve retroactive rejection to the date the motion is filed after balancing the equities in the particular case); *In re Fleming Cos.*, 304 B.R. 85, 96 (Bankr. D. Del. 2003) (stating that rejection has been allowed *nunc pro tunc* to the

later of the date of the motion or the date the premises were surrendered); *see also Thinking Machs. Corp. v. Mellon Fin. Servs. Corp. (In re Thinking Machs. Corp.)*, 67 F.3d 1021, 1028 (1st Cir. 1995) (finding that, in the context of rejections of executory contracts, “bankruptcy courts may enter retroactive orders of approval, and should do so when the balance of equities preponderates in favor of such remediation”).

19. The balance of equities favors the relief requested herein. Without a retroactive date of rejection, the lease counterparties may assert administrative expense claims under the Specified Leases, which would burden the estates and deplete remaining available assets for all creditors. As stated above, the Debtors no longer have use for the Leased Premises as they are vacant. Furthermore, the Debtors have given notice to the counterparties to the Specified Leases that (i) the Debtors have vacated and surrendered the leased premises and abandoned personal property remaining on the premises and (ii) the landlords and counterparties should immediately begin efforts to relet or re-contract the premises to mitigate their damages. The Debtors intend to serve this Motion on the respective counterparties to the Specified Leases to be rejected and acknowledge that they will not have the right to withdraw this Motion prior to a hearing on the Motion. For these reasons, the Debtors respectfully submit that it is fair and equitable for the Court to order that the Specified Leases be rejected retroactively to the Petition Date.

20. Courts in this jurisdiction have approved relief similar to that requested herein. *See, e.g., In re Number Holdings, Inc. et al.*, Case No. 24-10719 (JKS) (Bankr. D. Del. May 9, 2024) (authorizing the rejection of unexpired leases effective as of the petition date); *In re PGX Holdings, Inc.*, Case No. 23-10718 (CTG) (Bankr. D. Del. July 19, 2023) (same); *In re Winc, Inc.*, Case No. 22-11238 (LSS) (Bankr. D. Del. Jan 4, 2023) (authorizing the rejection of contracts

as of the date of filing motion); *In re MobiTV, Inc.*, Case No. 21-10457 (LSS) (Bankr. D. Del. May 20, 2021) (same); *In re Town Sports Int'l, LLC*, Case No. 20-12168 (CSS) (Bankr. D. Del. Oct. 16, 2020) (authorizing the rejection of unexpired leases effective as of the rejection date); *In re Bluestem Brands, Inc.*, Case No. 20-10566 (MFW) (Bankr. D. Del. Apr. 15, 2020) (same); *In re Forever 21, Inc.*, Case No. 19-12122 (KG) (Bankr. D. Del. Oct. 28, 2019) (authorizing the rejection of unexpired leases effective as of the petition date); *In re PES Holdings, LLC*, Case No. 19-11626 (KG) (Bankr. D. Del. Sept. 19, 2019) (authorizing the rejection of unexpired leases and executory contracts effective as of specified dates); *In re Charming Charlie Holdings, Inc.*, Case No. 17-12906 (CSS) (Bankr. D. Del. Jan. 10, 2018) (authorizing the rejection of unexpired leases effective as of a specified date).

III. Abandonment of Personal Property Is Authorized by Section 554(a) of the Bankruptcy Code and Should Be Approved.

21. Section 554(a) of the Bankruptcy Code provides that “[a]fter notice and a hearing, the [debtor] may abandon any property of the estate that is burdensome to the estate or that is of inconsequential value and benefit to the estate.” 11 U.S.C. § 554(a). The right to abandon is virtually unfettered, unless abandonment of the property will contravene laws designed to protect public health and safety and the property poses an imminent threat to the public’s welfare. *See Midlantic Nat’l Bank v. N.J. Dep’t of Env’tl. Prot. (In re Midlantic Nat’l Bank)*, 474 U.S. 494, 501 (1986). Neither of these limitations is relevant here.

22. Any Abandoned Property of the Debtors remaining at the Leased Premises is of inconsequential value or burdensome to the Debtors’ estate to remove. Among other things, the cost of retrieving, marketing, and reselling the Abandoned Property, which primarily comprises fixtures, furniture and equipment, outweighs any recovery that the Debtors and their estates could reasonably hope to attain for such Abandoned Property. Moreover, the Debtors have determined

in their business judgment that the Abandoned Property does not pose a threat to public health or safety. As a result, the Debtors have determined that the abandoning any such Abandoned Property, effective as of the Petition Date, is necessary and in the best interests of the Debtors, their estates and creditors.

23. Accordingly, the Court should authorize the Debtors to abandon the Abandoned Property as of the Petition Date.

IV. This Motion Complies with Bankruptcy Rule 6006(f).

24. Bankruptcy Rule 6006(f) establishes requirements for a motion to reject multiple executory contracts or unexpired leases that are not each between the same parties. Rule 6006(f) states, in part, that such a motion shall:

- (1) State in a conspicuous place that parties receiving the omnibus motion should locate their names and their contracts or leases listed in the motion;
- (2) List parties alphabetically and identify the corresponding contract or lease;
...
- (5) Be numbered consecutively with other omnibus motions to assume, assign, or reject executory contracts or unexpired leases; and
- (6) Be limited to no more than 100 executory contracts or unexpired leases.

Fed R. Bankr. P. 6006(f).²

25. This Motion complies with the requirements of Bankruptcy Rule 6006(f) applicable to this Motion because page one of the Motion states in a conspicuous place that parties should locate their names and/or lease on **Schedule 1** to the Proposed Order, **Schedule 1** lists

² Subparts (3) and (4) of Bankruptcy Rule 6006(f) only pertain to motions to assume executory contracts or unexpired leases.

parties alphabetically and identifies the corresponding Agreement, this is the Debtors' first omnibus motion to reject, and **Schedule 1** lists less than 100 Agreements.

WAIVER OF BANKRUPTCY RULE 6004(a) AND 6004(h)

26. To the extent that it applies to the relief requested in this Motion, the Debtors seek a waiver of the notice requirements under Bankruptcy Rule 6004(a) and the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As set forth above, the relief requested herein is essential to prevent harm to the Debtors' operations, going concern value, and their efforts to pursue a resolution to these chapter 11 cases.

RESERVATION OF RIGHTS

27. Nothing contained herein or any actions taken by the Debtors pursuant to the relief granted in the order granting the requested relief, is intended (and should not be construed) as: (i) an admission as to the amount of, basis for, priority, or validity of any particular claim under the Bankruptcy Code or applicable non-bankruptcy law; (ii) a waiver of the Debtors' or any other party's right to dispute any claim; (iii) a promise or requirement to pay any particular claim; (iv) an implication or admission that any particular claim is of a type described in this Motion or the order granting the relief requested herein; (v) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365 of the Bankruptcy Code; (vi) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on the property of, the Debtors' estates, and the Debtors expressly reserve their rights to contest the extent, validity, or perfection, or to seek avoidance of any and all liens, security interests, and other encumbrances; or (vii) a waiver of any claims or causes of action

which may exist against any entity under the Bankruptcy Code or any other applicable law.

NOTICE

28. Notice of this Motion will be provided to: (a) the Office of the United States Trustee (Attn: Joseph Cudia, Esq. (joseph.cudia@usdoj.gov) and Fang Bu, Esq. (fang.bu@usdoj.gov)); (b) counsel to the Debtors' proposed debtor in possession financing lender; (c) the Internal Revenue Service; (d) the parties included on the Debtors' consolidated list of their 30 largest unsecured creditors; (e) the United States Attorney for the District of Delaware; (f) the Securities and Exchange Commission; (g) the state attorneys general in states where the Debtors are authorized to do business; (h) the applicable counterparties to the Agreements; and (i) any party that requests service pursuant to Bankruptcy Rule 2002. The Debtors submit that, in light of the nature of the relief requested, no other or further notice need be given.

[Remainder of page left intentionally blank]

CONCLUSION

WHEREFORE, the Debtors respectfully request that this Court enter an Order, substantially in the form attached hereto as **Exhibit A**, and grant the Debtors such other relief as this Court deems appropriate under the circumstances.

Dated: September 3, 2024
Wilmington, Delaware

MORRIS, NICHOLS, ARSHT & TUNNELL LLP

/s/ Scott D. Jones

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*Proposed Counsel to the Debtors and
Debtors in Possession*

Exhibit A

Proposed Order

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

In re:

LUMIO HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-11916 (JKS)

(Jointly Administered)

Re: D.I. ___

**FIRST OMNIBUS ORDER (I) AUTHORIZING THE DEBTORS TO
(A) REJECT CERTAIN UNEXPIRED LEASES *NUNC PRO TUNC* TO THE PETITION
DATE, AND (B) ABANDON ANY PERSONAL PROPERTY THAT REMAINS AT
LEASED PREMISES, AND (II) GRANTING RELATED RELIEF**

Upon the motion (the “Motion”)² of the above-captioned debtors and debtors in possession (the “Debtors”), pursuant to sections 105(a), 365 and 554(a) of the Bankruptcy Code and Bankruptcy Rules 6006 and 6007, for entry of an order (this “Order”): (i) authorizing them to (a) reject certain unexpired leases of non-residential real property and executory contracts listed on **Schedule 1** annexed hereto as of the Petition Date and (b) abandon the Abandoned Property; and (ii) granting certain related relief, all as more fully set forth in the Motion; and this Court having jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* of the United States District Court for the District of Delaware, dated February 29, 2012; and this Court having found that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2) and that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court having found that venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this Court having found that the notice of the Motion and of the

¹ The Debtors in these chapter 11 cases, along with the last four digits of their U.S. federal tax identification number, are Lumio Holdings, Inc. (7119) and Lumio HX, Inc. (7401). The Debtors’ headquarters is located at 1550 W Digital Drive, Suite 200, Lehi, UT 84043.

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

opportunity to be heard at the hearing thereon were appropriate under the circumstances and that no other notice need be provided, except as set forth herein; and this Court having reviewed the Motion and the First Day Declaration and having heard the statements and argument in support of the relief requested at a hearing before this Court (the “Hearing”), if any; and this Court having determined that the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT:

1. The Motion is GRANTED as set forth herein.
2. The Specified Leases listed on Schedule 1 attached hereto are hereby rejected as of the Petition Date.
3. Pursuant to sections 105(a) and 554(a) of the Bankruptcy Code, any Abandoned Property remaining at the Leased Premises or in the possession of a counterparty to the Specified Leases is hereby abandoned by the Debtors, as of the Petition Date.
4. The counterparties to the Specified Leases listed on Schedule 1 hereto shall not draw down on a security deposit held in connection with the Specified Leases, if any, absent the Debtors’ consent or separate order of the Court.
5. Notwithstanding the relief granted in this Order and any actions taken pursuant to such relief, nothing in this Order shall be deemed: (i) an admission as to the amount of, basis for, or validity of any claim against the Debtors; (ii) a waiver of the Debtors’ or any other party’s right to dispute any claim; (iii) a promise or requirement to pay any particular claim; (iv) an admission that any particular claim is of a type described in the Motion; (v) a request or authorization to assume, adopt, or reject any agreement, contract, or lease pursuant to section 365

of the Bankruptcy Code; (vi) an admission as to the validity, priority, enforceability, or perfection of any lien on, security interest in, or other encumbrance on property of the Debtors' estates; or (vii) a waiver of any claims or causes of action which may exist against any entity under the Bankruptcy Code or any other applicable law.

6. Notwithstanding the relief granted in this Order, any payment made or to be made by, or other action taken by, the Debtors pursuant to the authority granted herein shall be subject to and in compliance with each interim and final order entered by the Court in respect of the *Debtors' Motion for Entry of Interim and Final Orders (I) Authorizing the Debtors to (A) Obtain Post-petition Financing and (B) Use Cash Collateral, (II) Granting Liens and Providing Claims with Superpriority Administrative Expense Status, (III) Granting Adequate Protection to the Prepetition Term Loan Secured Parties, (IV) Modifying the Automatic Stay, (V) Scheduling a Final Hearing and (VI) Granting Related Relief*, filed contemporaneously herewith (collectively, such interim and final orders, the "DIP Orders"). Nothing herein is intended to modify, alter or waive, in any way, any terms, provisions, requirements or restrictions of the DIP Orders. To the extent there is any inconsistency between the terms of the DIP Orders and the terms of this Order or any action taken or proposed to be taken hereunder, the terms of the DIP Orders shall control.

7. Notwithstanding Bankruptcy Rule 6004(h), this Order shall be effective and enforceable immediately upon its entry.

8. The Motion and the rejection of the Agreements comply with the requirements of Bankruptcy Rule 6006(f).

9. The Debtors are authorized to take all actions that are necessary and appropriate to effectuate the relief granted in this Order.

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

Schedule 1

Rejected Leases

No.	Landlord/Property Manager	Landlord or Property Manger Address(es)	Address of Property
1.	7D Development at Herald Building, LLC	410 Fanning Road Pasco WA 99301	333 West Canal Drive, Suite 101 Kennewick, WA 99336
2.	Adolph LLC	108 Gilkey Road Burlington, WA 98233	1639 Lindamood Lane Burlington, WA 98233
3.	Albany Road – Challenger South LLC	155 Federal Street, Suite 1202 Boston MA 02110	12600 Challenger Pkwy, Suite 200 Orlando, FL 32826
4.	Alco Investment Company	P.O. Box 3558 Federal Way, WA 98003	8229 44th Ave W. Building D, Suite A and B Mukilteo, WA 98275
5.	AOB Lamar LLC	2000 E Lamar Blvd, Suite 710 Arlington, TX 76006	2000 E Lamar Blvd, Suite 300 Arlington, TX 76006
6.	Biditt Property Group LLC	636 N Forklanding Road Maple Shade NJ 08052	636 N Forklanding Road Maple Shade, NJ 08052
7.	EastGroup Properties, L.P. (Austin, TX)	4220 World Houston Parkway, Suite 170 Houston, TX 77032	9327 Highway 6 N Suite 130 Houston, TX 77095
8.	EastGroup Properties, L.P. (Austin, TX)	4220 World Houston Parkway, Suite 170 Houston, TX 77032	1007 S Heatherwide Blvd, Suite 700 Pflugerville, TX 78660
9.	Highway 62 Auto Salvage & Sales Inc.	P.O. Box 8844 Fayetteville, AR 72703	3595 W Martin Luther King Jr Blvd Fayetteville, AR 72704
10.	K H Phelan LP	PO Box 1390 Beaumont TX 77704	5001 N State Line Ave #21 Texarkana, TX 75503
11.	Khang Properties LLC	8639 Pacific Ave E Tacoma, WA 98444	8801 S. Tacoma Way Tacoma, WA 98499
12.	Kingdom Capital, LLC	1001 Cooper Point Rd SW, Suite 140 #290 Olympia, WA 98502	2500 Mottman Road SW, Suite 100 Tumwater, WA 98512

No.	Landlord/Property Manager	Landlord or Property Manger Address(es)	Address of Property
13.	Maranelle LLC	3307 Old Greenwood Road, Sute A Fort Smith, AR 72903	8901 Jenny Lind Road, Suite 13A Fort Smith, AR 72908
14.	McPherson Plaza, LTD	7373 Broadway Street Ste 201 San Antonio TX 78209	5711 McPherson Road, Suite 204 Laredo, TX 78041
15.	Mukilteo Barker Real Estate LLC	1150 NW Kerron Street Winlock, WA 98596	12521 Evergreen Drive, Suite D Lynwood, WA 98275
16.	North Valley Business Park- Phase 1	P.O. Box 141449 Spokane Valley, WA 99214	15320 E. Marietta Ave, Suite 8 Spokane Valley, WA 99216
17.	Oaks Brothers Holding Co., Inc.	2 East Skyline Drive Greenbrier AR 72058	10 Collins Industrial Place, Suite 2A and 2B North Little Rock, AR 72113
18.	Paper and String Inc.	3559 National Drive Suite 105 Medford OR 97504	3559 National Drive, Suite 103 Medford, OR 97504
19.	Transport Enterprises, LTD	PO Box 60410 Corpus Christi TX 78466	5561 Kingpin Drive Corpus Christi, TX 78405
20.	WSRE Core-Plus REIT LLC	900 N Michigan Ave Suite 1900 Chicago IL 60611	3110 Shiloh Road, Suite 200 Richardson, TX 75082
21.	YRV LLC	34303 Pacific Hwy S Ste 128 Federal Way WA 98003	34303 Pacific Hwy S, Suite 121 Federal Way, WA 97503