

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF GEORGIA

In re: )  
SEA ISLAND COMPANY, *et al.*, ) Chapter 11  
Debtors. ) Case No. 10-21034 - EJC  
Jointly Administered  
Judge Edward J. Coleman, III

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**MOTION TO INITIATE THE TERMINATION  
OF THE LIQUIDATION TRUST,  
CLOSE THE CASES, AND FOR A FINAL DECREE**

Robert H. Barnett, as the Liquidation Trustee (the “Liquidation Trustee”) under the Sea Island Company Creditors Liquidation Trust (the “Liquidation Trust”), files the Motion to Initiate the Termination of the Liquidation Trust, Close the Cases, and for a Final Decree (the “Motion”). In support of the Motion (which amends the Motion to Initiate the Termination of the Liquidation Trust, which was filed on December 21, 2018 [Doc. No. 1770]), the Liquidation Trustee shows the Court the following:

**JURISDICTION**

1. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper in this district pursuant to 28 U.S.C. § 1408. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2).

## **BACKGROUND**

### **Filing of the Cases, Confirmation of the Plan, Approval of the Liquidation Trustee, and the Effective Date**

2. On August 10, 2010, the above-referenced debtors (the “Debtors”) filed with the Court their voluntary petitions for relief under Chapter 11 of Title 11, United States Code, 11 U.S.C. §§ 101 *et seq.* (the “Bankruptcy Code”).

3. On September 24, 2010, the Debtors filed their Amended and Restated Joint Chapter 11 Plan as of August 10, 2010 [Doc. No. 217] (the “Plan”), which was confirmed pursuant to an order entered on or about November 8, 2010 [Doc. No. 372] (the “Confirmation Order”).

4. The Trust Agreement of Sea Island Company Creditors Liquidation Trust dated December 15, 2010 (the “Trust Agreement”), incorporated by reference in the Confirmation Order, approved Robert H. Barnett as the Liquidation Trustee. Doc. No. 449-1.

5. The Debtors filed a Notice of Effective Date indicating that the Plan became effective on December 16, 2010. Doc. No. 444.

### **Results Obtained in These Cases**

6. The Liquidation Trustee has obtained the disallowance of over 5,400 claims and collectively reduced—through orders disallowing claims, settlements, and one very large voluntary reduction in direct response to the Liquidation

Trustee’s investigation—the amount of claims by over a half of a billion dollars.<sup>1</sup> And although the disclosure statement effectively projected that the Liquidation Trustee would recover nothing on behalf of the trust, the Liquidation Trustee has recovered gross proceeds of over \$20,000,000.00.<sup>2</sup> As a result, the Liquidation Trustee has already made the following distributions: (a) non-PBGC class 4 beneficiaries received a 100% distribution when they were only projected to receive a 6% distribution; (b) non-lender class 5 beneficiaries received a distribution in excess of 7.5% when they were projected to receive nothing; (c) the lenders as class 5 beneficiaries received a distribution of approximately \$2.5 million when they were also projected to receive nothing; and (d) the PBGC received a 10.5% distribution on account of its purported class 4 claims.<sup>3</sup>

**RELIEF REQUESTED**

7. The Liquidation Trustee requests that the Court enter the order attached as Exhibit “A” (the “Approval Order”) on negative notice.

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<sup>1</sup> Doc. No. 1742 ¶ 14.

<sup>2</sup> *Id.* at ¶ 16.

<sup>3</sup> *Id.* at ¶ 28.

## **BASES FOR RELIEF REQUESTED**

a. Closing the Cases

8. The Liquidation Trustee—as part of his settlement with Kings Point Property Owners Association, Inc. and Sea Island Acquisition, LLC—transferred substantially all of the remaining Trust Assets<sup>4</sup>. *Sea Island Acquisition, LLC v. Barnett (In re Sea Island Co.)*, Case No. 10-21034, Doc. No. 1777 (Bankr. S.D. Ga. Jan. 11, 2019); *In re Sea Island Co.*, Case No. 10-21034, Doc. No. 1769 (Bankr. S.D. Ga. Dec. 21, 2018). And the Liquidation Trustee has finished resolving claim objections. *In re Sea Island Co.*, Case No. 10-21034, Doc. No. 1723, \*5 (Bankr. S.D. Ga. Dec. 15, 2016) (settlement order establishing the identity of the various beneficiaries of the trust). As a result, given that there are no further assets to liquidate or claims to resolve, the Liquidation Trustee requests the Court to close the cases pursuant to section 350(a) of the Bankruptcy Code and to enter a final decree pursuant to Rule 3022 of the Federal Rules of Bankruptcy Procedure. *In re Syntax-Brilliant Corp.*, Case No. 08-11407 (KJC), 2018 WL 3491758, \*16 (Bankr.

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<sup>4</sup> According to the Trust Agreement, “‘Trust Assets’ means the ‘Property’ comprising the ‘Estates’ of the Debtors (including, but not limited to the ‘Accepting Unsecured Creditors Fund’ and the ‘General Unsecured Creditors Fund’) not conveyed to the ‘Purchaser’ under the ‘Asset Purchase Agreement’, each as under the Plan, less amounts required to be paid under the Confirmation Order (including any applicable reserves for such amounts and the amounts required to be paid to the Secured Lenders), and are the Trust Assets subject to this Trust Agreement.” Trust Agreement § 1.1(i).

D. Del. July 18, 2018) (granting “somewhat routine” motion to close case by a liquidation trustee noting that granting such motion is “appropriate under . . . the applicable sections of the Bankruptcy Code and Bankruptcy Rules”).

b. Approval of the Final Distribution and Declaratory Judgment that No Trust Costs Exist

9. The Liquidation Trustee would like to make a final distribution of all the funds in the Liquidation Trust. But according to the terms of the Trust Agreement (which should be interpreted based on Georgia contract law<sup>5</sup>), before the Liquidation Trustee can make *any*—but particularly a *final*—distribution, he must either pay—or reserve “in full” funds to pay—any “Trust Costs.”<sup>6,7</sup> Indeed,

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<sup>5</sup> *In re Sea Island Co.*, No. 10-21034, 2012 WL 1499489, at \*9 (Bankr. S.D. Ga. Apr. 10, 2012) (B.J. Dalis) (interpreting trust agreement based on Georgia contract law and ruling that when—it is unambiguous—it “shall be enforced according to its terms”); *see also In the Matter of Wetdog, LLC*, No. 13-40601-EJC, 2015 WL 4887418, at \*8 (Bankr. S.D. Ga. Aug. 14, 2015) (B.J., Coleman) (*quoting Travelers Indem. Co. v. Bailey*, 557 U.S. 137, 150-51 (2009) (enforcing the terms of a plan notwithstanding reasonable expectation with respect to a secured claim given that where “plain terms” of a chapter 11 plan “unambiguously apply, as they do here, they are entitled to their effect”)).

<sup>6</sup> *Compare* Trust Agreement § 5.8 (“From the Trust Assets, the Trustee *shall* pay all Trust Costs when due . . . or provide for payment of such Trust Costs *in full* through reserve, prior to making distributions to any Beneficiaries.”) (emphasis added) & § 7.1 (The “Trustee *shall* establish an Operating Reserve [as defined in the Trust Agreement] funded from time to time with Trust Cash . . .”) *with Cumrine v. IPG, Inc.*, 186 Ga. App. 384, 386, 367 S.E.2d 581 (1988) (“The word ‘*shall*’ is . . . a word of *command* . . .”) (emphasis added).

<sup>7</sup> “‘Trust Cost’ means all costs, expenses, liabilities and obligations incurred by the Trust and Trustee in administering and conducting the affairs of the Trust, and those incurred by the Trust and the Trustee in otherwise carrying out the terms of the Trust and the Plan on behalf of the Trust and the Debtors, including without

the Court has previously ruled that the “Trust Agreement *instructs* the Liquidation Trustee to pay all Trust Costs from the Trust Assets *prior* to making distributions to any Beneficiaries.”<sup>8</sup> The Liquidation Trustee has the discretion to set the amount of such reserves in an amount he determines to be “reasonably necessary.”<sup>9</sup> The

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limitation, any taxes owed by the Trust, the fees and expenses of the Trustee and professionals and other persons employed by the Trust or Trustee, and the expenses and obligations otherwise defined as a Trust Cost in this Trust Agreement or the Plan.” Trust Agreement § 1.1(k); *see also* Trust Agreement § 4.4(xii) (taxes owed by the Liquidation Trust are a Trust Cost).

<sup>8</sup> *In re Sea Island Co.*, No. 10-21034, 2012 WL 1499489, at \*18 (Bankr. S.D. Ga. Apr. 10, 2012) (B.J. Dalis) (emphasis added).

<sup>9</sup> Doc. No. 449-1 ¶ 7.1 (“The Trustee shall establish an Operating Reserve funded from time to time with Trust Cash *in an amount determined by the Trustee* to be *reasonably necessary* to pay existing and anticipated Trust Costs, to fund litigation, fund contingent liabilities, and otherwise conduct the affairs and satisfy existing and anticipated liabilities and obligations of the Trust.”) (emphasis added); *see also id.* ¶ 4.4(xv) (“[E]stablish such funds, reserves and accounts within the Trust estate, as deemed by the Trustee in its discretion to be useful in carrying out the purposes of the Trust.”) & ¶ 8.1 (the amount of the Operating Reserve “will be determined by the Trustee in its discretion”). Given that the drafters of the Trust Agreement clearly knew how to subject distributions to the approval of the Court, *see* Plan § 5.02 (court approval required to resolve identify of claimant) & Confirmation Order ¶ 45 (“Any dispute as between the Debtors and the Secured Lenders with respect to these reserves *shall be resolved by the Court.*”) (emphasis added), the failure to subject the establishment of the reserve to the Court’s approval “should be treated as a matter of considered choice,” *Flynt v. Life of the S. Ins. Co.*, 718 S.E.2d 343, 312 Ga. App. 430, 436 (2011) (construing a “matter of considered choice” not to restrict the effective date of one policy provision after restricting the effective date of another policy). This is especially so given that—other than as specified in the Trust Agreement or the Plan—the “Trustee need *not* obtain the order or approval of the Bankruptcy Court in the exercise of any power, rights, or discretion conferred hereunder, or account to the Bankruptcy Court.” Doc. No. 449-1 ¶ 4.3(a) (emphasis added); *Goldman, Sachs & Co. v. Synovus Bank (In re Sea Island Co.)*, No. 10-20134, 2014 WL 2768637, \*12 (Bankr. S.D. Ga. June 18, 2014) (B.J., Dalis) (section 4.3(a) of the Trust Agreement “empowers” the Liquidation Trustee to

Liquidation Trustee would like, however, to distribute all of the funds—without any reserve—to holders of class 5 claims as set forth on Exhibit “B.” To enable him to do so, however, the Liquidation Trustee requests that the Court, among other things, make a finding that there are no outstanding—and bar the assertion of any—Trust Costs other than United States Trustee fees and bank fees. *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring the assertion of Trust Costs associated with the initial distribution).

c. Approval of the Payment of Escrowed Funds Claims and the Return of the Remaining Escrowed Funds

10. The Liquidation Trustee requests authority—on the terms set forth on Exhibit “C”—to pay the holders of the Escrowed Funds Claims (as that term is defined in paragraph 8 of the Motion to Approve the Return of Funds Escrowed Pursuant to the Closing Agreement [Doc. No. 1285]) and to return the balance of the funds in the Accounts (as that term is defined in Exhibit C of the Motion) to the Secured Lenders (as that term is defined in the Plan). *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1324, \*\*1-3 (Bankr. S.D. Ga. Mar. 10, 2015) (authorizing

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exercise his business judgment); *In re Sea Island Co.*, No. 10-21034, 2012 WL 1499489, \*10 (Bankr. S.D. Ga. Apr. 10, 2010) (B.J., Dalis) (relying on language from section 4.3(a) to deny request to impose restrictions on the Liquidation Trustee).

the Liquidation Trustee to return escrowed funds to the Lenders). Given that the Liquidation Trustee will be acting pursuant to the Court's order,<sup>10</sup> the Liquidation Trustee also requests that the Court grant the same protections the Court granted in connection with the initial return of escrowed funds. *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1324, \*\*1-3 (Bankr. S.D. Ga. Mar. 10, 2015) (exculpating the Liquidation Trustee in connection with the return of escrowed funds to the Lenders and barring parties from asserting claims against Liquidation Trustee).

d. Statement of Discharge

11. The Liquidation Trust Agreement states the following:

3.14.1 **Statement of Discharge.** The Trustee shall upon termination of the Trust or upon the Trustee's resignation or removal render a statement of discharge containing the following information: (i) the Trust Assets originally charged under the Trustee's control, (ii) a summarized accounting, in sufficient detail, of all purchases, sales, gains, losses, and income in connection with the Trust during the Trustee's term of service, and (iii) the ending balance of all assets and funds of the Trust as of the date of discharge.

Trust Agreement § 3.14.1 (emphasis in the original).

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<sup>10</sup> *SEC v. North Am. Clearing, Inc.*, No. 13-11804, 2016 WL 3878481, at \*3 (11th Cir. July 18, 2016); *United States v. Boudreaux (In re Sarahland, LLLP)*, Adv. Pro. 18-03002, 2019 WL 1786015, \*18 (Bankr. S.D. Ga. Mar. 30, 2019) ("Under Eleventh Circuit precedent, a bankruptcy trustee's actions taken pursuant to court orders enjoy *absolute* immunity.") (emphasis added).



*The Statement of Discharge Information*

12. Set forth below are the three contemplated items of information for the statement of discharge.

“The Trust Assets originally charged under the Trustee’s control”

13. “The Trust Assets originally charged under” the Liquidation Trustee’s “control”—as contemplated by section 3.14.1(i) of the Trust Agreement—are set forth on Exhibit “D-1.”

“A summarized accounting”

14. “A summarized accounting, in sufficient detail, of all purchases, sales, gains, losses, and income in connection with the Trust during the Trustee’s term of service”—as contemplated by section 3.14.1(ii) of the Trust Agreement—is set forth on Exhibit “D-2.”

“The ending balance of all assets and funds of the Trust”

15. “The ending balance of all assets and funds of the Trust as of the date of discharge”—as contemplated by section 3.14.1(iii) of the Trust Agreement—are set forth on Exhibit “D-3.”

*The Additional Statement of Discharge Information*

16. The Trust Agreement is explicit that “no<sup>11</sup> other further covenants or obligations of the Trustee shall be implied into this Trust Agreement.”<sup>12</sup> Accordingly, the information set forth above—in paragraphs 14, 15, and 16—is the only information the Trust Agreement contemplates the Liquidation Trustee providing in the statement of discharge.

17. But to provide further transparency, the Liquidation Trustee has set forth an itemized accounting of all accounts, which is attached as Exhibit “E.” Such accounting includes not only accounts for funds that are Trust Assets<sup>13</sup> but also includes the accounts for the escrowed funds<sup>14</sup> and the winddown funds<sup>15</sup>, which are not even Trust Assets.<sup>16</sup>

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<sup>11</sup> According to the Eleventh Circuit, “‘no’ means no.” *Harris v. Garner*, 216 F.3d 970, 984-85 (11th Cir. 2000) (“Section 1997e(e) unequivocally states that ‘No Federal Civil Action may be brought . . . ,’ 42 U.S.C. § 1997e(e) (emphasis added), and “no” means no. The clear and broad statutory language does not permit us to except any type of claims, including constitutional claims.”) (emphasis in the original); *Matamoros v. Starbucks Corp.*, 699 F.3d 129, 134 (1st Cir. 2012) (“‘No’ means ‘no,’ and we interpret that easily understood word in its ordinary sense: ‘not any.’”) (emphasis added) (removing string citation of dictionaries).

<sup>12</sup> Trust Agreement § 5.6 (“**No Implied Obligations.** No other further covenants or obligations of the Trustee shall be implied into this Trust Agreement.”) (emphasis in the original).

<sup>13</sup> Exhibits E-3 & Exhibit E-4.

<sup>14</sup> Exhibit E-1.

<sup>15</sup> Exhibit E-2.

<sup>16</sup> *Infra* at n.4 (defining Trust Assets).

e. “Discharge” of the Liquidation Trustee from “All Liability”

18. The Trust Agreement explicitly provides that—“[u]pon approval by the Bankruptcy Court” of the statement of discharge—the Liquidation Trustee “shall<sup>17</sup> be discharged from *all*<sup>18</sup> liability” in connection with his “acts or omissions in the Trustee’s capacity as the Trustee or in any other capacity contemplated by this Trust Agreement or the Plan.”<sup>19</sup> And given that—if he made the final distribution without any reserves for his rights under section 3.10(b) of the Trust Agreement—the Liquidation Trustee would be effectively forfeiting such rights under the Trust Agreement<sup>20, 21</sup>, he requests that the Court enter a bar order prohibiting any entity from asserting claims against him that arose after December

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<sup>17</sup> *Cumrine v. IPG, Inc.*, 186 Ga. App. 384, 386, 367 S.E.2d 581 (1988) (“The word ‘shall’ is . . . a word of *command* . . .”) (emphasis added).

<sup>18</sup> *United States v. Allstate Ins. Co.*, 12-CV-01015-WMS-JJM, 2014 WL 1078104, \*5 (W.D.N.Y. Oct. 16, 2014) (The word “all” means “all-inclusive or without exception.”); *Interstate Equip. Co. v. Esco Co.*, Civ. Action. No. 5:11CV61-RLV, 2014 WL 3547438, \*11 (W.D.N.C. July 17, 2014) (The phrase “every possible” is synonymous with the “ordinary, everyday meaning” of the word “all.”);

<sup>19</sup> Trust Agreement § 3.14.2 (emphasis added); *see In re Sea Island Co.*, No. 10-21034, 2012 WL 1499489, at \*9 (Bankr. S.D. Ga. Apr. 10, 2012) (B.J. Dalis) (interpreting trust agreement based on Georgia contract law and ruling that when—it is unambiguous—it “shall be enforced according to its terms”).

<sup>20</sup> *United States v. Bradley*, No. 07-10023, 484 F. App’x 368, 374 (11<sup>th</sup> Cir. July 13, 2012) (interpreting contract to avoid forfeiture given that “forfeitures are not favored” under Georgia law).

<sup>21</sup> In fact, the bar order the Liquidation Trustee is requesting in paragraph 9 of the Motion would prevent him from even asserting such Trust Cost given that the Trust Agreement expressly provides that the Liquidation Trust’s indemnification obligations are Trust Costs. Trust Agreement § 3.10(b) (“The indemnification provided hereby shall be a Trust Cost.”)

15, 2016.<sup>22</sup> *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee).<sup>23</sup>

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<sup>22</sup> In connection with the initial distribution, the Court has already barred all entities (as that term is defined in section 101(15) of the Bankruptcy Code) from asserting claims against the Liquidation Trustee as well as the agents and professionals the Liquidation Trustee retained (such agents and professionals shall sometimes collectively be referred to as the “Exculpated Professionals” and individually be referred to as the the “Exculpated Professional”) through and including December 15, 2016. *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee and the Exculpated Professionals).

<sup>23</sup> The Court’s earlier ruling—in which it barred all entities (as that term is defined in section 101(15) of the Bankruptcy Code) from asserting claims against the Liquidation Trustee and his professionals—not only remains binding, *McCrary v. Barnett*, (*In re Sea Island Co.*), Case No. 10-20134, Doc. No. 994, \* 23 (Bankr. S.D. Ga. Sept. 27, 2012) (B.J., Dalis) (citing *Maness v. Meyers*, 419 U.S. 449, 458 (1975)), but is also law of the case, *Wallis v. Justice Oaks II, Ltd.* (*In re Justice Oaks II, Ltd.*), 898 F.2d 1544, n.3 (11<sup>th</sup> Cir. 1990) (The law of the case doctrine “require[s] a court to follow what has been decided explicitly as well as by necessary *implication*, in an earlier proceeding.”) (emphasis in the original); *Otis Elevator Co. v. W.G. Yates & Sons Construction Co.*, Case No. 5:12-cv-1708-KOB, 2016 WL 826731, \*2 (N.D. Ala. Mar. 3, 2016) (relying on the reasoning from *Justice Oaks* and concluding that rulings—by a district court judge that previously handled the case before recusing herself—that were not “disturbed” by the reversal of the district court’s judgment by the Eleventh Circuit were law of the case); *In re Walker*, 356 B.R. 834, 859 (Bankr. S.D. Fla. 2006) (denying Rule 9011 motion based on the law of the case given that the bankruptcy court had already ruled on that issue earlier in the case).

f. Release and Exculpation of the Exculpated Professionals

19. The Exculpated Professionals are entitled to exculpation under the Trust Agreement. Such agreement expressly provides that they “shall not” have personal liability “in connection with the affairs of the Trust or the Debtors, *unless it is ultimately determined by Final Order* that such acts or omissions by such employee, agent or professional constituted willful fraud, willful misconduct, or gross negligence.” Trust Agreement § 3.10(a) (emphasis added). Likewise, the Exculpated Professionals are entitled to, among other things, indemnification “in connection with *any* action, suit, proceeding, or investigation brought or threatened to be brought” against them “*unless it is ultimately determined by Final Order* that [their] acts or omissions of the Trustee constituted willful fraud, willful misconduct, or gross negligence.” Trust Agreement § 3.10(b) (emphasis added).

20. The Trust Agreement—by reference to the Plan<sup>24</sup>—defines a “Final Order” as follows:

“Final Order” means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction, as entered on the docket of such court, the operation or effect of which has not been stayed, reversed, vacated, modified or amended, and as to which order or judgment (or any revision, modification, or amendment thereof) of the time to appeal, petition for certiorari, or seek review or rehearing has expired and as to which no

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<sup>24</sup> The Trust Agreement provides that “[u]nless otherwise defined in this Trust Agreement, capitalized terms shall have the meanings assigned to such terms in the Plan.” Trust Agreement § 1.1.

appeal, petition for certiorari, or petition for review or rehearing was filed or, if filed, remains pending; provided, however, that the possibility that a motion may be filed pursuant to Rules 9023 or 9024 of the Bankruptcy Rules or Rules 59 or 60(b) of the Federal Rules of Civil Procedure shall not mean that an order or judgment is not a Final Order.

Plan § 1.01.

21. As such, to boil down such definition, a Final Order is one for which the “time to appeal” has “expired” with either no appeal “filed” or no appeal remaining “pending.”<sup>25</sup> As a result, as long as a party has *any* appellate rights left *whatsoever* with respect to an order, such order is not a “Final Order.”<sup>26</sup>

22. In terms of the exculpation provision, the “ultimate determination”—“by *Final Order* that the Trustee’s acts or omissions constituted willful fraud, willful misconduct, or gross negligence”<sup>27</sup>—is a condition precedent to the right of a party to assert a claim (that arose after December 15, 2016<sup>28</sup>) against the

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<sup>25</sup> Plan § 1.01.

<sup>26</sup> Compare Plan § 1.01 (definition of “Final Order”); *United States v. Hastie*, 854 F.3d 1298, 1303 (11th Cir. 2017) (“Definition sections . . . are to be *carefully* followed.”) (emphasis added) (quoting A. Scalia & B. Garner, *Reading Law: The Interpretation of Legal Texts* 225 (2012)) with *In the Matter of Dan River, Inc.*, No. 04-10990-WHD, 2006 WL 6589891, \*4 (Bankr. N.D. Ga. Sept. 26, 2006) (ruling against an administrative claimant requesting payment on the effective date because it did not have an “Allowed Claim” because the order allowing such claim was on appeal and was not a “Final Order” under the plan).

<sup>27</sup> Trust Agreement § 3.10(a) (emphasis added).

<sup>28</sup> As noted above, the Court has already barred all entities (as that term is defined in section 101(15) of the Bankruptcy Code) from asserting claims against the Liquidation Trustee as well as the Exculpated Professionals. *In re Sea Island Co.*,

Exculpated Professionals. *In re Lyondell Chem. Co.*, 445 B.R. 277, 277 (Bankr. S.D.N.Y. 2011) (Plaintiff “cannot proceed with its breach of contract or tortious interference claims in any court *unless* I, the district court, or any higher court determines” that defendants “acted in bad faith or with gross negligence or willful misconduct” given exculpation “except for acts or omissions constituting willful misconduct or gross negligence or bad faith as determined by a *Final Order*.”) (emphasis added).

23. Any other interpretation of the exculpation provision—that was carefully crafted by sophisticated counsel<sup>29</sup> to be triggered only upon “ultimate

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Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee and the Exculpated Professionals).

<sup>29</sup> *Misener Marine Constr. v. Norfolk Dredging Co.*, 594 F.3d 832, 839 (11<sup>th</sup> Cir. 2010) (“Norfolk was a *sophisticated* party who was, or should have been, well aware of the law of our Circuit concerning attorneys' fees in maritime cases.”) (emphasis added); *see also Freeman v. Decatur Loan & Fin. Corp.*, 140 Ga. App. 682, 231 S.E.2d 409, 411 (1976) (“[B]oth the lender and the borrower here must be charged with knowledge of the statute limits the after-acquired clause without the necessity of spelling out the law into the document.”); *Hardman v. Hardman*, 295 Ga. 732, 763 S.E.2d 861, 866 (2014) (ruling against custodial parent seeking to have other parent pay for private school tuition given presumption—in the absence of explicit agreement to the contrary—that custodial parent pay for such expenses).

determination”<sup>30</sup> by a “Final Order”<sup>31</sup>—would impermissibly render the phrase “unless it is ultimately determined by Final Order” without meaningful effect.<sup>32</sup>

24. And it would stand in stark contrast to the critical effect that such phrase has in the indemnification provision even though the phrase must have the same meaning in both the exculpation and indemnification provisions.<sup>33</sup> For the indemnification provision, it is critically important that the “ultimate determination” is made in a Final Order. As an example, if the indemnified party settles an underlying case while such case is on appeal, the indemnifying party cannot use a conduct-based exclusion—that was required to be triggered by the

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<sup>30</sup> *Illinois Union Ins. Co. v. Cliff Berry, Inc.*, No. 06-20951, 2006 WL 36672390, \*5 (S.D. Fla. Nov. 17, 2006) (D&O policy conduct exclusion not applicable given that no “final determination has been reached”).

<sup>31</sup> Plan § 1.01 (definition of “Final Order”).

<sup>32</sup> *Wilson v. Clark Atlanta Univ., Inc.*, 339 Ga. App. 814, 794 S.E.2d 422, 828 (2016) (Courts should “give a reasonable, lawful and *effective* meaning to all manifestations of intention by the parties.”) (emphasis added).

<sup>33</sup> Under Georgia law, the same language in the exculpation and indemnification provisions—“unless it is ultimately determined by Final Order that such acts or omissions by such employee, agent or professional constituted willful fraud, willful misconduct, or gross negligence,” *compare* Trust Agreement § 3.10(a) *with* Trust Agreement § 3.10(b)—must be given the same meaning, *Tennessee Corp. v. Hartford Accident and Indem.*, 463 F.2d 548, 551-52 (5th Cir. 1972) (construing contract governed by Georgia law and noting “doctrine of consistent usage” is “firmly established”); *Jordan v. Smith*, 596 F. Supp. 1295, 1302 (N.D. Ga. 1984) (construing stock redemption agreement where the word “benefits” had a same meaning throughout the agreement); *Rainbow USA, Inc. v. Cumberland Mall, LLC*, 688 S.E.2d 631, 635 301 Ga. App. 642 (2009) (rejecting party’s contract construction argument because it required an inconsistent meaning of the word “premises” in lease).



“ultimate determination” in a Final Order—as a basis to deny coverage because, by definition, the order on appeal would not have become a Final Order.<sup>34</sup>

25. In stark contrast, for the exculpation provision, unless the “ultimate determination”—being made in a Final Order—is a condition precedent to an entity’s right to assert a claim against an Exculpated Party that arose after December 15, 2016,<sup>35</sup> it would not really matter whether the “ultimate determination” is made in a Final Order. In other words, such interpretation would impermissibly render the phrase “unless it is ultimately determined by Final Order” without meaningful effect.<sup>36</sup>

26. In the alternative, assuming for the sake of argument that the clear and unambiguous language of the Trust Agreement did not expressly provide that the

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<sup>34</sup> *Arch Ins. Co. v. Murdock*, Case No. N16C-01-104 EMD CCLD, 2016 WL 7414218, \*\*5-8 (Sup. Ct. Del. Dec. 21, 2016) (finding that conduct-based exclusion—that required “a final and non-appealable adjudication” establishing that the conduct occurred—is not triggered by an interlocutory memorandum opinion and therefore insurers could not use the exclusion to deny coverage for their portion of the \$150,000,000 settlement).

<sup>35</sup> The Court has already barred all entities (as that term is defined in section 101(15) of the Bankruptcy Code) from asserting claims against the Liquidation Trustee and the Exculpated Professionals. *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee and the Exculpated Professionals).

<sup>36</sup> *Wilson v. Clark Atlanta Univ., Inc.*, 339 Ga. App. 814, 794 S.E.2d 422, 828 (2016) (Courts should “give a reasonable, lawful and *effective* meaning to all manifestations of intention by the parties.”) (emphasis added).

“ultimate determination”—being made in a Final Order—is a condition precedent to a third party’s right to assert a claim (that arose after December 15, 2016) against an Exculpated Party (which it does), the Liquidation Trustee requests that the Court grant such relief in any event.

27. As context, in final decrees, courts often grant liquidation trustees as well as their agents and professionals exculpation without any carve outs. *See, e.g., In re Xpedior Inc.*, 354 B.R. 210, 221 (Bankr. N.D. Ill. 2006); *In re B+H Ocean Carriers, Ltd.*, Case No. 12-12356, ¶ 9 (Bankr. S.D.N.Y. Dec. 18, 2015) (“[W]ithout further order of the Court, . . . the Liquidation Trustee and its professionals, consultants, and employees shall be discharged and released from all liability related to the Trust, such that thereafter, no entity or governmental unit shall have any claim against the Liquidation Trustee, its professionals, consultants and employees . . .”); *In re Uni-Marts, LLC*, Case No. 08-11037, Doc. No. 1893, ¶ 8 (Bankr. D. Del. Dec. 31, 2014) (releasing professionals “from all liability, related to the Liquidation Trust and/or the Debtors’ bankruptcy cases”).

28. Indeed, in connection with the initial distribution, the Court entered an order—after a lengthy contested hearing—barring parties from asserting claims against the Liquidation Trustee and the Exculpated Parties. *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723,

\*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee and the Exculpated Parties). And such ruling remains binding and is law of the case.<sup>37</sup>

29. In addition, even without the “ultimate determination”—being made in a Final Order—serving as a condition precedent, under the *Barton* doctrine, any party seeking to sue the Exculpated Professionals (or the Liquidation Trustee personally for that matter) would have to seek the Court’s permission to pursue such claims regardless of whether such lawsuit is filed with the Court or any another court.<sup>38, 39</sup>

30. In addition to overcoming the exculpation provisions in the Trust Agreement<sup>40</sup>, such party would have to overcome, among other things, the qualified

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<sup>37</sup> *Infra* at n.23.

<sup>38</sup> *Financial Indus. Assoc. v. SEC*, No. 6:10-cv-408-Orl-36KRS, 2013 WL 11327680, at \*3 (M.D. Fla. July 24, 2013) (“Courts have applied the *Barton* doctrine to prohibit civil suits that are filed in the *court that appointed* the receiver or the *trustee* if permission to bring suit had not first been obtained.”) (emphasis added) (collecting authorities); *Helmer v. Pogue*, No. 2:12-CV-1635-VEH, 2012 WL 5231153, \*11 (N.D. Ala. Oct. 22, 2012) (“[T]he *Barton* doctrine bars suits against the trustee in the *appointing court* as well as a foreign forum, such as state court.”) (emphasis added) (quotation omitted).

<sup>39</sup> *In re Circuit City Stores, Inc.*, 557 B.R. 443, 451 (Bankr. E.D. Va. 2016) (“The *Barton* doctrine applies with equal measure” to liquidation trusts.).

<sup>40</sup> Given the high standard for the exceptions to exculpation in the Trust Agreement (*i.e.*, “willful fraud,” “willful misconduct,” or “gross negligence”), it is hardly surprising that claims—purporting to fall within such exceptions—are routinely dismissed at the pleading stage both (a) under Georgia law, *see, e.g., Green v. Bank of Am. Corp.*, No. 1:12-CV-04177-AT-AJB, 2013 WL 12101067, at \*10 (N.D. Ga. Aug. 6, 2013) (dismissing claims of gross negligence because “plaintiff has nothing

quasi-judicial immunity of the Exculpated Professionals, which courts in this district<sup>41</sup>, from the Eleventh Circuit<sup>42</sup>, and around the country have recognized.<sup>43, 44</sup>

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more than allegations of an unfortunate event”), and (b) against liquidation trustees, *see, e.g., In re PSN USA, Inc.*, 426 B.R. 916, 922-23 (Bankr. S.D. Fla. 2010) (holding that conduct of liquidating trustee in failing to deposit funds into segregated, interest-bearing account as required and improperly making payments without approval did not constitute willful and deliberate conduct or gross negligence). Indeed, given the prevalence of exculpation provisions in confirmed plans, courts routinely dismiss plan exculpated claims at the pleading stage claims. *See, e.g., Lazo v. Roberts*, No. 215CV07037CASPJWX, 2015 WL 6513639, at \*4 (C.D. Cal. Oct. 26, 2015) (dismissing complaint against claims agent based on exculpation provision in confirmation order); *Holmes v. Air Line Pilots Ass'n, Int'l*, 745 F. Supp. 2d 176, 198-203 (E.D.N.Y. 2010) (dismissing claims subject to exculpation clauses in plan and confirmation order because claims did not amount to willful misconduct).

<sup>41</sup> *Royals v. Massey (In re Denton)*, 370 B.R. 441, 444 (Bankr. S.D. Ga. 2007) (B.J., Dalis) (derived judicial immunity and denied relief against a chapter 13 trustee—not acting pursuant to a court order—for a disbursement error).

<sup>42</sup> *Clark v. Bakst (In re Trafford Distrib. Ctr., Inc.)*, 520 B.R. 147, 157-58 (Bankr. S.D. Fla. 2014) (chapter 7 trustee’s counsel entitled to qualified judicial immunity when not acting pursuant to a court order); *Walton v. Watts (In re Swift)*, 185 B.R. 963, 969-70 (Bankr. N.D. Ga. 1995) (dismissing counterclaim against U.S. Trustee based on quasi-judicial immunity when not acting pursuant to a court order).

<sup>43</sup> *Coll v. Franco (In re Franco)*, 586 B.R. 489, 497 (Bankr. D.N.M. 2018) (granting motion to dismiss slander of title claims—based on quasi-judicial immunity—against a chapter 7 trustee disparaging with malice plaintiff’s title to mineral rights).

<sup>44</sup> Of course, the Liquidation Trustee and the Exculpated Professionals are entitled to *absolute* quasi-judicial immunity based on actions taken pursuant to a court order. *SEC v. North Am. Clearing, Inc.*, No. 13-11804, 2016 WL 3878481, at \*3 (11th Cir. July 18, 2016); *Bouillon v. McClanahan*, 639 F.2d 213, 214 (5th Cir. 1981) (affirming district court dismissal based on derived judicial immunity resulting from bankruptcy court approval and observing that plaintiff should have appealed the bankruptcy court order); *United States v. Boudreaux (In re Sarahland, LLLP)*, Adv. Pro. 18-03002, 2019 WL 1786015, \*18 (Bankr. S.D. Ga. Mar. 30, 2019) (“Under Eleventh Circuit precedent, a bankruptcy trustee’s actions taken pursuant to court orders enjoy *absolute* immunity.”) (emphasis added).

31. The Exculpated Professionals would be entitled to an *immediate* appeal of any adverse immunity ruling including any grant of approval under the *Barton* doctrine<sup>45</sup> or denial of a motion to dismiss.<sup>46</sup>

32. Accordingly, given the foregoing and to prevent the Liquidation Trustee from having to reserve “in full” funds to pay Trust Costs<sup>47</sup> arising from, among other things, the Exculpated Professionals’ rights under section 3.10(b) of the Trust Agreement<sup>48</sup>, the Liquidation Trustee requests that the Court rule—consistent with the ruling from the United States Bankruptcy Court for the Southern

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<sup>45</sup> *Curry v. Castillo (In re Castillo)*, 297 F.3d 940, 946 (9<sup>th</sup> Cir. 2002) (order granting leave under the *Barton* doctrine for debtor and debtor’s attorney to sue chapter 13 trustee is an appealable order under the collateral order doctrine).

<sup>46</sup> *Griffin Indus., Inc. v. Irvin*, 496 F.3d 1189, 1198-99 & 1200 (11<sup>th</sup> Cir. 2007) (Given the Eleventh Circuit’s “repeated emphasis on resolving qualified immunity issues at the ‘earliest possible stage in litigation,’” any order denying a motion to dismiss based on qualified quasi-judicial immunity is subject to an *immediate* appeal.)

<sup>47</sup> *Compare* Trust Agreement § 5.8 (“From the Trust Assets, the Trustee *shall* pay all Trust Costs when due . . . or provide for payment of such Trust Costs *in full* through reserve, prior to making distributions to any Beneficiaries.”) (emphasis added) & § 7.1 (The “Trustee *shall* establish an Operating Reserve [as defined in the Trust Agreement] funded from time to time with Trust Cash . . .”) *with Cumrine v. IPG, Inc.*, 186 Ga. App. 384, 386, 367 S.E.2d 581 (1988) (“The word ‘*shall*’ is . . . a word of *command* . . .”) (emphasis added). Indeed, the Court has recognized the mandatory nature of such obligation. *In re Sea Island Co.*, No. 10-21034, 2012 WL 1499489, at \*18 (Bankr. S.D. Ga. Apr. 10, 2012) (B.J. Dalis) (ruling that the “Trust Agreement *instructs* the Liquidation Trustee to pay all Trust Costs from the Trust Assets prior to making distributions to any Beneficiaries”) (emphasis added).

<sup>48</sup> The Trust Agreement expressly provides that such indemnification obligations are a Trust Cost. Trust Agreement § 3.10(b) (“The indemnification provided hereby shall be a Trust Cost.”)

District of New York in *Lyondell Chemical*—that an “ultimate determination” by “Final Order that such acts or omissions by such employee, agent or professional constituted willful fraud, willful misconduct, or gross negligence” be a condition precedent for any party to seek equitable relief or damages from the Exculpated Professionals. *Lyondell Chem.*, 445 B.R. at 277. In the alternative, the Liquidation Trustee requests that the Court grant the Exculpated Professionals exculpation without any carve outs and bar the assertion of claims against them, as the Court did in connection with the approval of the first distribution. *See, e.g., In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1722 (Bankr. S.D. Ga. Dec. 15, 2016) (overruling objection to the bar order); *In re Sea Island Co.*, Case No. 10-20134, Doc. No. 1723, \*4 (Bankr. S.D. Ga. Dec. 15, 2016) (barring parties from asserting claims against the Liquidation Trustee); *see also Xpedior*, 354 B.R. at 221; *B+H Ocean Carriers*, Case No. 12-12356, ¶ 9; *Uni-Marts*, Case No. 08-11037, Doc. No. 1893 ¶ 8. Such relief is appropriate because—if the Court rules that there are no Trust Costs for which the Liquidation Trustee *must* reserve funds for potential Trust Costs<sup>49</sup> (based on the trust’s obligations under section 3.10(b) of the Trust Agreement)—by “necessary implication” there cannot be any claims that will be

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<sup>49</sup> *Infra* at ¶ 9 (discussing the obligation to reserve money to satisfy Trust Costs).

asserted against the Exculpated Professionals (or the Liquidation Trustee for that matter).<sup>50</sup>

g. Authorization to Destroy Documents and Protection from Subpoenas

33. The Liquidation Trustee requests authority to destroy documents. Courts have authorized liquidation trustees to destroy documents based on the abandonment of such documents pursuant to section 554(a) of the Bankruptcy Code. *See, e.g., In re Syntax-Brilliant Corp.*, Case No. 08-11407 (KJC), 2018 WL 3491758, \*14-15 (Bankr. D. Del. July 18, 2018) (authorizing the destruction of documents based on section 554). Indeed, under section 554(a) of the Bankruptcy Code, a trustee’s expansive right to abandon is limited only by those very rare situations that would result in “imminent and identifiable harm to public health or safety.”<sup>51</sup> And here, the Trust Agreement expressly grants the Liquidation Trustee

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<sup>50</sup> *Wallis v. Justice Oaks II, Ltd. (In re Justice Oaks II, Ltd.)*, 898 F.2d 1544, n.3 (11<sup>th</sup> Cir. 1990) (The law of the case doctrine “require[s] a court to follow what has been decided explicitly as well as by necessary *implication*, in an earlier proceeding.”) (emphasis in the original); *Otis Elevator Co. v. W.G. Yates & Sons Construction Co.*, Case No. 5:12-cv-1708-KOB, 2016 WL 826731, \*2 (N.D. Ala. Mar. 3, 2016) (relying on the reasoning from *Justice Oaks* and concluding that rulings—by a district court judge that previously handled the case before recusing herself—that were not “disturbed” by the reversal of the district court’s judgment by the Eleventh Circuit were law of the case); *In re Walker*, 356 B.R. 834, 859 (Bankr. S.D. Fla. 2006) (denying Rule 9011 motion based on the law of the case given that the bankruptcy court had already ruled on that issue earlier in the case).

<sup>51</sup> *Unified School Dist. v. Venoco, LLC (In re Venoco, LLC)*, 572 B.R. 105, 114-15 (Bankr. D. Del. 2017) (debtor in possession entitled to abandon drill site notwithstanding California law “decommission” laws); *In the Matter of Scott Housing Sys., Inc. (Walker v. Maury Cty.)*, 91 B.R. 190, 196-97 (Bankr. S.D. Ga.

the right to “abandon *any*<sup>52</sup> Trust Asset upon approval of the Bankruptcy Court.” Trust Agreement § 4.7 (emphasis added). Accordingly, given that the Liquidation Trustee is unaware of any “imminent and identifiable harm to public health or safety” associated with the destruction of records or documents (indeed, it is hard to even imagine such harm), he requests that he be authorized to destroy documents without regard to local, state, and federal record retention laws, rules, and ordinances.<sup>53</sup> *In re Uni-Marts, LLC*, Case No. 08-11037, Doc. No. 1893, ¶ 7 (Bankr. D. Del. Dec. 31, 2014) (“After the closing of the UM Case, the Trust is authorized to abandon and destroy the Records upon entry of this Order, and the Trust’s compliance with local, state, and federal record retention law, rules and ordinances is hereby waived.”)<sup>54</sup>

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1988) (a trustee liquidating assets must only comply with state law to protect against “imminent and identifiable harm”).

<sup>52</sup> *Norfolk S. Ry. Co. v. Kirby*, 543 U.S. 14, 31-32 (2004) (interpreting a bill of lading and observing that “[r]ead naturally, the word ‘any’ has an expansive meaning, that is, ‘one or some indiscriminately of whatever kind’”).

<sup>53</sup> Evaluating all such laws, rules, and ordinances would be a daunting and expensive task given the broad scope of the tasks that the Liquidation Trustee and the Exculpated Professionals performed.

<sup>54</sup> The Liquidation Trustee requests that the foregoing authorization shall only apply to Epiq after it has satisfied its obligations under the proposed order. To help ensure a smooth and orderly transfer of claims information, the Liquidation Trustee further requests that Epiq comply with the local rule for the United States Bankruptcy Court for the District of Delaware regarding the obligations of a claims and noticing agent upon the entry of a final decree, DLR 2002-1(f)(ix) (click here: <http://www.deb.uscourts.gov/sites/default/files/ELM/2002-1.pdf>).



34. The Liquidation Trustee also requests that the Court bar parties from subpoenaing the Liquidation Trustee or the Exculpated Professionals without the subpoenaing party first obtaining leave from the Court (which is required by the *Barton* doctrine<sup>55</sup>) and—as a condition for granting leave—compensating such subpoenaed party including, but not limited to, an advance payment in an amount to be set by the Court for the fees and expenses of complying with the subpoena.<sup>56</sup>

h. Negative Notice & ECF Service

35. The Liquidation Trustee requests that the Court enter the Approval Order on negative notice.<sup>57</sup> As set forth above, the relief that the Liquidation

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<sup>55</sup> *In re Circuit City Stores, Inc.*, 557 B.R. 443, 451 (Bankr. E.D. Va. 2016) (*Barton Doctrine* applied to subpoena that would require the liquidation trustee to incur professional fees responding to a subpoena to the detriment of the trust beneficiaries).

<sup>56</sup> *United States v. SouthernCare, Inc.*, Case No. CV410-124, 2015 WL 5604367, \*11 (S.D. Ga. Sept. 23, 2015) (subpoenaing party must compensate subpoenaed party for reasonable compensation—including attorneys’ fees—for, among other things, identifying and copying documents and reviewing documents for privilege).

<sup>57</sup> The Liquidation Trustee also requests that the Court enter the Approval Order on negative notice because of the cost avoidance if there is no objection and, therefore, no hearing. FED. R. BANKR. P. 1001 (“These rules shall be construed to secure the just, speedy, and *inexpensive* determination of every case and proceeding.”) (emphasis added). Here, the issue is more important given that the Liquidation Trustee is poised to make a final distribution. As such, he requested that the professionals submit a final invoice based on the assumption that the Court enters the Approval Order on negative notice, and there are no objections to the Motion or the Approval Order. On a similar note, the Liquidation Trustee has prepared the exhibits to the Motion based on the assumption that he will not have to withhold funds for the payment of Trust Costs. *See generally* Exhibit B to the Motion (setting forth all of the conditions precedent to the final distribution).

Trustee seeks may be granted with the Court’s “approval.” And the Trust Agreement expressly provides that the Court may grant such “approval” if “no person having standing to do so objects within 20 days of service of the motion.” Trust Agreement § 4.3(c).<sup>58, 59</sup> Indeed, the Court has already granted relief on such basis on numerous occasions. *See, e.g., In re Sea Island Co.*, Case No 10-21034, Doc. No. 1744, \*2 (Bankr. S.D. Ga. Nov. 21, 2017) (C.J., Coleman) (entering order on negative notice approving the extension of the duration of the trust for two years); *In re Sea Island Co.*, Case No 10-21034, Doc. No. 1440, \*\*1-2 (Bankr. S.D.

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<sup>58</sup> Even in the absence of such provision, the Court would be authorized to enter the requested order on negative notice. *See Roberts v. Pierce (In re Pierce)*, 435 F.3d 891, 892 (8th Cir. 2006) (discussing 11 U.S.C. § 102(1)(B)(i) and concluding: “[n]egative notices are therefore authorized by the Code.”) (citation omitted); *Morlan v. Universal Guar. Life Ins. Co.*, 298 F.3d 609, 617-18 (7th Cir. 2002) (“A requirement of ‘notice and a hearing’ really means notice and *the opportunity for a hearing.*”) (emphasis in the original); *In re Stanton*, Case No. 8:11-bk-22675, 2017 WL 587983, \*4 (Bankr. M.D. Fla. Feb. 2, 2017) (“But Bankruptcy Code § 102 defines ‘notice and a hearing’ as authorizing an act without a hearing as long as notice is given and no party in interest requests a hearing.”). Indeed, granting such relief on negative notice furthers the very purpose of section 102(1)(B)(i) of the Bankruptcy Code—*i.e.*, to separate “judicial and administrative functions, by eliminating direct involvement on the part of the court in approval of requests for relief absent a dispute.” *See In re Sullivan Food Sales*, 2 B.R. 350, 354 (Bankr. D. Me. 1980).

<sup>59</sup> For the reasons discussed above, the Court may grant the requested relief without an evidentiary predicate. But if the Court chooses to take judicial notice, it may do so as part of an order it enters on negative notice. *In re Henderson*, 197 B.R. 147, 156-57 (Bankr. N.D. Ala. 1996) (Courts may give notice to the parties—*after* they have entered an order—that they have the opportunity to request a hearing thereafter regarding whether judicial notice is appropriate.)

Ga. Dec. 4, 2015) (B.J., Dalis) (entering an order on negative notice the same day as the motion was filed extending the duration of the trust for two years).

36. Pursuant to the Court’s order on service procedures<sup>60</sup> (the “Court Service Procedures Order”), the Liquidation Trustee requests that service be effectuated solely by virtue of (a) the Court’s Electronic Case Files System (“ECF”) and (b) by first-class mail upon any entity (as that term is defined in section 101 of the Bankruptcy Code)—if any—that the Liquidation Trustee chooses to serve. *See, e.g., In re Sea Island Co.*, Case No 10-21034, Doc. No. 1744, \*2 (Bankr. S.D. Ga. Nov. 21, 2017) (C.J., Coleman); *In re Sea Island Co.*, Case No. 10-21034, Doc. No. 1739 (Bankr. S.D. Ga. Nov. 1, 2017) (C.J., Coleman).

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<sup>60</sup> *In re Sea Island Co.*, Case No 10-21034, Doc. No. 1565, \*\*2-3 (Bankr. S.D. Ga. July 7, 2016) (B.J., Dalis).

WHEREFORE, Robert H. Barnett as the Liquidation Trustee respectfully requests that the Court enter the Approval Order on negative notice.

Dated: August 20, 2019.

James L. Drake, Jr.  
Georgia Bar No. 229250  
James L. Drake, Jr., P.C.  
7 East Congress Street, Suite 901  
Savannah, GA 31412  
(912) 790-1533 Telephone

/s/ Robert M.D. Mercer

Robert M.D. Mercer  
Georgia Bar No. 502317  
SCHULTEN WARD TURNER & WEISS LLP  
260 Peachtree Street NW, Suite 2700  
Atlanta, Georgia 30303  
(404) 688-6800 Telephone  
(404) 688-6840 Facsimile

*Counsel for Robert H. Barnett as the  
Liquidation Trustee under the Sea Island  
Company Creditors Liquidation Trust*

**Exhibit “A”**

Proposed Order

UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF GEORGIA

In re:	)	
	)	Chapter 11
SEA ISLAND COMPANY, et al.,	)	
	)	Case No. 10-21034 - JSD
	)	Jointly Administered
Debtors.	)	
	)	Judge John S. Dalis
_____	)	

**ORDER GRANTING, SUBJECT TO OBJECTION ON  
THE TERMS SET FORTH BELOW, MOTION TO INITIATE THE  
TERMINATION OF THE LIQUIDATION TRUST,  
CLOSE THE CASES, AND FOR A FINAL DECREE**

Upon the Motion to Initiate the Termination of the Liquidation Trust, Close the Cases, and for a Final Decree (the “Motion”)<sup>1, 2</sup> filed by Robert H. Barnett as the Liquidation Trustee (the “Liquidation Trustee”) under the Sea Island Company Creditors Liquidation Trust (the “Liquidation Trust”), finding that cause exists to

<sup>1</sup> The Motion amends the Motion to Initiate the Termination of the Liquidation Trust, which was filed on December 21, 2018 [Doc. No. 1770].

<sup>2</sup> Capitalized—but undefined—terms shall have the meaning ascribed to them in the Motion.

grant the relief set forth below and that the Court has *in rem* jurisdiction and jurisdiction pursuant to 28 U.S.C. § 1334(b), it is hereby

ORDERED, ADJUDGED AND DECREED that the Motion is hereby GRANTED on the terms set forth below; and it is

FURTHER ORDERED that, if a timely written objection is filed with the Court, the Court shall hold a hearing at \_\_:\_\_ .m. on \_\_\_\_\_, 2019 at U.S. Courthouse, 125 Bull Street, Courthouse 228, Savannah, Georgia 31401 (the “Hearing”), and the Court shall consider at the Hearing whether to grant the relief set forth in this Order. The Hearing may be rescheduled by the Court at the Hearing by oral notice without any further notice; and it is

FURTHER ORDERED that the relief set forth below is hereby granted subject to a written objection filed by any entity (as that term is defined in section 101(15) of the Bankruptcy Code) with the Court no later than the earlier of (a) twenty one days after the entry of this Order or (b) five (5) days in advance of the Hearing (such earlier date shall be referred to as the “Objection Deadline”); and it is

FURTHER ORDERED that if a written objection is not filed with the Court on or before the Objection Deadline, the relief set forth in this Order shall immediately become effective and final; and it is

FURTHER ORDERED that if any entity (as that term is defined in section 101(15) of the Bankruptcy Code) files a written objection, it must attach the evidence to the written objection upon which it relies, cite specific supporting legal authority, and appear at the Hearing to oppose the Motion. Failure to do all of the foregoing may result in the Court overruling of such objection; and it is

FURTHER ORDERED that the Distribution is hereby approved as if Exhibit B to the Motion were fully set forth in this Order, and the Liquidation Trustee and Epiq Bankruptcy Solutions, LLC (“Epiq”) are hereby authorized to take such contemplated actions; and it is

FURTHER ORDERED that class 4 Beneficiaries—which are identified on page 30 of 60 of Doc. No. 1709—have already been paid in full and will not receive any further distribution; and it is

FURTHER ORDERED that the Escrowed Funds Distribution is hereby approved as if Exhibit C to the Motion were fully set forth in this Order, and the Liquidation Trustee and Epiq are authorized to take such contemplated actions; and it is

FURTHER ORDERED that, within ten (10) days of the Distribution and Escrowed Funds Distribution, Epiq shall file a declaration with the Court setting forth the date the checks were mailed as well as the amount of the check to each of the recipients (the “Epiq Declaration”); and it is



FURTHER ORDERED that, within ten (10) days of the Distribution and Escrowed Funds Distribution, the Liquidation Trustee shall file a declaration with the Court setting forth the date wires were executed and the amount of the wire to each of the recipients (the “Liquidation Trustee Declaration”); and it is

FURTHER ORDERED that, upon the filing of the Epiq Declaration and the Liquidation Trustee Declaration (the “Declaration Filing Date”), the Court hereby closes all of the above-referenced jointly administered cases and terminates the Liquidation Trust; and it is

FURTHER ORDERED that on Declaration Filing Date, the Liquidation Trustee and the Exculpated Professionals<sup>3</sup> are hereby relieved and released of all responsibilities and duties under the Plan, the Trust Agreement, and the Closing Agreement; and it is

FURTHER ORDERED that within twenty-eight (28) days of entry of this Order becoming a Final Order, Epiq shall (a) forward to the Clerk an electronic version of all imaged claims, (b) upload the creditor mailing list into CM/ECF, and (c) docket a Final Claims Register in the lead case containing claims of all cases. Epiq shall further box and transport all original claims to the National Archives and

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<sup>3</sup> For the avoidance of doubt, the Exculpated Professionals include the Liquidation Trustee’s current and former counsel (including both attorneys and their law firms), advisors (including both the advisors and their advisory firms), and Epiq. But for purposes of this paragraph alone, the Exculpated Professionals shall not include Epiq.

Records Administration, Southeast Region, 4712 Southpark Boulevard, Ellenwood, Georgia 30294 and docket a completed SF-135 Form indicating the accession and location numbers of the archived claims; and it is

FURTHER ORDERED that subject to Epiq's performance of its obligations pursuant to this Order, Epiq's services as claims and noticing agent for these cases are hereby terminated, and Epiq shall be deemed formally discharged as claims and noticing agent in these cases without further order of the Court; and it is

FURTHER ORDERED that the Liquidation Trustee and the Epiq are hereby authorized to take any and all actions as may be reasonably necessary to effectuate the terms of this Order; and it is

FURTHER ORDERED that—with the exception of the United States Trustee fees arising under 28 U.S.C. § 1930(a)(6) (“U.S. Trustee Fees”)<sup>4</sup> and bank fees—all Trust Costs (as that term is defined in the Trust Agreement) of every kind and nature whatsoever regardless of whether they are liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, or equitable have been satisfied; and it is

FURTHER ORDERED that every entity (as that term is defined in section 101(15) of the Bankruptcy Code) is hereby barred from asserting any Trust Costs

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<sup>4</sup> To ensure that the final distribution can be made timely, the United States Trustee is hereby ordered to send the Liquidation Trustee a final invoice for U.S. Trustee Fees no later than two business days after the Objection Deadline.

(as that term is defined in the Trust Agreement) of every kind and nature whatsoever regardless of whether the Trust Cost is liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, or equitable; the foregoing shall not apply to U.S. Trustee Fees; and it is

FURTHER ORDERED that every entity (as that term is defined in section 101(15) of the Bankruptcy Code) is hereby barred from asserting any and all claims, causes of action, damages, liabilities, contentions, controversies, suits, demands, and any other assertion of liability of every kind and nature whatsoever regardless of whether they are liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed including, but not limited to, any equitable or legal form of relief relating, or related, in any way to the above-referenced bankruptcy cases, the Debtors, or the Liquidation Trust against one or more of the following: (a) the Liquidation Trust; (b) Robert H. Barnett in his capacity as the Liquidation Trustee; and (c) Robert H. Barnett in his personal capacity; and it is

FURTHER ORDERED that every entity (as that term is defined in section 101(15) of the Bankruptcy Code) is hereby barred from asserting any and all claims, causes of action, damages, liabilities, contentions, controversies, suits, demands, and any other assertion of liability of every kind and nature whatsoever regardless of whether they are liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed including, but not limited to, any equitable or legal form of

relief relating, or related, in any way to the above-referenced bankruptcy cases, the Debtors, or the Liquidation Trust (collectively, the “Claims”) against the Exculpated Professionals; provided, however, an entity may assert such Claims—to the extent that such Claims arose after December 15, 2016<sup>5</sup>—but only after it is ultimately determined in a Final Order that each Claim is based on acts or omissions by such Exculpated Professional that constitute willful fraud, willful misconduct, or gross negligence; for the avoidance of doubt, such ultimate determination—in a Final Order—is a condition precedent to the right to assert the Claims; such Claims are otherwise barred; and it is

FURTHER ORDERED that the Liquidation Trust, Robert H. Barnett in his capacity as the Liquidation Trustee, and Robert H. Barnett in his personal capacity are hereby forever exculpated and released from any and all claims, causes of action, damages, liabilities, contentions, controversies, suits, demands, and any other assertion of liability of every kind and nature whatsoever regardless of whether they are liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed including, but not limited to, any equitable or legal form of

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<sup>5</sup> The Court entered an order—which remains binding—on December 15, 2016 barring any entity (as that term is defined in section 101(15) of the Bankruptcy Code) from asserting claims against the Exculpated Professionals. [Doc. No. 1723].

relief relating, or related, in any way to the above-referenced bankruptcy cases, the Debtors, or the Liquidation Trust; and it is

FURTHER ORDERED that every entity (as that term is defined in section 101(15) of the Bankruptcy Code) is hereby barred from asserting any and all claims, causes of action, damages, liabilities, contentions, controversies, suits, demands, and any other assertion of liability of every kind and nature whatsoever regardless of whether they are liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed including, but not limited to, any equitable or legal form of relief relating, or related, in any way to actions taken or omissions made—as authorized by this Order—by the Liquidation Trust, Robert H. Barnett in his capacity as the Liquidation Trustee, and Robert H. Barnett in his personal capacity, or the Exculpated Professionals (collectively, the “Protected Parties”) against one or more of the Protected Parties; and it is

FURTHER ORDERED that the Liquidation Trustee and the Exculpated Professionals are hereby authorized, but not directed, to destroy or otherwise dispose of some or all of the documents and records of the Liquidation Trust or relating, or related, to the Liquidation Trust, and compliance with local, state, and

federal record retention and record disposition laws, rules, and ordinances is hereby waived;<sup>6</sup> and it is

FURTHER ORDERED that every entity (as that term is defined in section 101(15) of the Bankruptcy Code) is hereby barred from serving a subpoena—for the production of documents or to testify—on the Liquidation Trust, Robert H. Barnett in his capacity as the Liquidation Trustee, Robert H. Barnett in his personal capacity, and the Exculpated Professionals unless such entity has already obtained an order from the Court—after notice to the subpoenaed party and a hearing—expressly authorizing the subpoenaing party to serve such subpoena and the subpoenaing party has already provided funds to the subpoenaed party in an amount—to be determined by the Court—to cover the fees and expenses of objecting to and otherwise complying with the subpoena with the subpoenaed party having the right to request the Court to award it further fees and expenses in the event that such amount is inadequate<sup>7</sup>; and it is

FURTHERED ORDER that—after the entry of this Order—the Liquidation Trustee shall not be required to file any further quarterly operating reports; and it is

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<sup>6</sup> The authorization contained in the foregoing paragraph shall apply to Epiq but only after it has satisfied its obligations under this Order.

<sup>7</sup> For the avoidance of doubt, the rights under, among other things, Rule 45 of the Federal Rules of Civil Procedure—of the Liquidation Trust, Robert H. Barnett in his capacity as the Liquidation Trustee, Robert H. Barnett in his personal capacity, and the Exculpated Professionals—are hereby preserved.

FURTHER ORDERED that notwithstanding any Federal Rule of Bankruptcy Procedure to the contrary, the Order shall be immediately enforceable upon its entry; and it is

FURTHER ORDERED that the Court hereby retains the exclusive venue and jurisdiction to hear and determine all matters relating, or related, in any way to the implementation, interpretation, and/or enforcement of this Order; and it is

FURTHER ORDERED that the entry of this Order is without prejudice to the right of any party to seek to reopen any of the above-referenced jointly administered cases; and it is

FURTHER ORDERED that the provisions of this Order are non-severable and mutually dependent; and it is

FURTHER ORDERED that the service of the Motion and this Order, which shall be effectuated through the Electronic Case File system upon its entry, shall constitute good and sufficient service. No other or further service shall be required. The foregoing notwithstanding, the Liquidation Trustee is authorized—but not directed—to serve the Motion and this Order on any entity (as that term is defined in section 101(15) of the Bankruptcy Code) by first class mail.

**\*\*\*PLEASE NOTE HEARING LOCATION IS SAVANNAH\*\*\***

[END OF DOCUMENT]

Prepared and presented by:

/s/ Robert M.D. Mercer

Robert M.D. Mercer  
Georgia Bar No. 502317  
SCHULTEN WARD TURNER & WEISS, LLP  
260 Peachtree Street, N.W., Suite 2700  
Atlanta, Georgia 30303  
(404) 688-6800 Telephone

*Counsel for Robert H. Barnett as the  
Liquidation Trustee Under the Sea Island  
Company Creditors Liquidation Trust*



**Exhibit “B”**

Proposed Final Distribution

## **PROPOSED FINAL DISTRIBUTION**

The following terms and conditions shall govern the final distribution to class 5 Beneficiaries and shall collectively be referred to as the “Proposed Distribution” or the “Distribution.”

### **Conditions Precedent**

Given that the Liquidation Trustee has (a) gotten the various professionals to agree to limit their fees and expenses based on the assumption that the conditions precedent set forth in this paragraph are satisfied and (b) not reserved funds to cover potential Trust Costs associated with, among other things, the Liquidation Trust’s obligations in section 3.10(b) of the Trust Agreement, the following shall be conditions precedent to the proposed distribution: (a) the Approval Order—without any modifications—is entered on negative notice within ten days of the date that the Motion is filed; (b) no objections or other opposition is filed to the Motion or the Approval Order; and (c) the Approval Order—without any modifications—must become a Final Order within forty five days of the date that the Motion is filed.

### **The Class 5 Beneficiaries**

The Class 5 Beneficiaries shall consist of the following: (a) those claimants set forth on page 3 of 9 on Doc. Noc. 171 (the “Other Class 5 Beneficiaries”); (b) the Pension Benefit Guaranty Corporation (the “PBGC”); and (c) the Secured Lenders. The distribution to such beneficiaries shall be made as follows: (a) the Secured Lenders shall receive half of the distribution, and (b) the remaining Beneficiaries shall receive a *pro rata* distribution rounded to the nearest cent.

### **The Timing of the Distribution**

The distribution shall not be made until the Approval Order becomes a Final Order.

The distribution shall be made within five business of the later of the following: (a) the Approval Order becoming a Final Order and (b) the Liquidation Trustee’s receipt of the United States Trustee’s final invoice for United States

Trustee fees arising under 28 U.S.C. § 1930(a)(6).<sup>1</sup> The later of such dates shall be known as the “Distribution Deadline.”

### **The Amount of the Distribution**

The distribution to the Class 5 Beneficiaries shall be the amount in the Trust Administrative Account (\$244,317.26) plus the amount Epiq Bankruptcy Solutions, LLC (“Epiq”) is holding as a result of previous distribution checks to class 4 and class 5 Beneficiaries that were not timely negotiated (\$23,539.26) for a total of \$267,856.52. Such amount will be decreased by United States Trustee fees and bank fees. The remaining amount will be distributed to Class 5 Beneficiaries.

### **Distributions to Other Class 5 Beneficiaries**

On or before the Distribution Deadline, the Liquidation Trustee will wire sufficient funds to Epiq Bankruptcy Solutions, LLC (“Epiq”) to make a *pro rata* distribution to the Other Class 5 Beneficiaries. On or before the Distribution Deadline, Epiq shall promptly make distributions by first class United States mail. Epiq shall mail distribution checks as follows: *First*, Epiq shall mail the distribution checks to the address set forth on the latest proof of claim filed by a Beneficiary. *Second*, if such Beneficiary has not filed a proof of claim, then Epiq shall mail the distribution checks to the address set forth in the debtors’ schedules. *Third*, if a Beneficiary requests in a sworn writing that the Beneficiary’s check be sent to a different address before the distribution check is mailed, the Liquidation Trustee may—but shall not be required to—direct Epiq to sent the check to a different address.

### **Distribution to the PBGC**

On or before the Distribution Deadline, the Liquidation Trustee shall make a distribution to the Pension Benefit Guaranty Corporation (the “PBGC”) by wire transfer in accordance with the written wiring instructions provided to counsel for Liquidation Trustee’s by counsel for the PBGC.

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<sup>1</sup> Out of an abundance of caution, the Liquidation Trustee reserves the right to challenge the amount of the United States Trustee’s final invoice. In the unlikely event of such a dispute, the Distribution Deadline shall be extended until the order resolving the Liquidation Trustee’s challenge becomes a Final Order.

**Distribution to the Secured Lenders**

On or before the Distribution Deadline, the Liquidation Trustee shall make a distribution to the Secured Lenders by wire transfer in accordance with the written wiring instructions provided to counsel for the Liquidation Trustee's by counsel for the Synovus Bank in its capacity as an agent for itself and the Bank of Scotland PLC and Bank of America, N.A.

**Checks that Are Not Negotiated within 60 Days of Issuance**

Checks that are not negotiated within sixty days of their issuance shall be null and void, and the holder of the claim associated with such check shall be forever barred, estopped, and enjoined from asserting a claim to such funds in any manner against any entity (as that term is defined in section 101(15) of the Bankruptcy Code). Without the necessity of any further order of the Court, Epiq shall donate such amount to St. Simons Land Trust, Inc., a Georgia non-profit corporation.

**Exhibit “C”**

Proposed Escrowed Funds Payment

## **PROPOSED ESCROWED FUNDS PAYMENT**

The following terms and conditions shall govern (a) the payment of the Escrowed Funds Claims set forth below and (b) the return of the remaining funds in the Administrative Priority Account and Winddown Account (collectively, the “Accounts”) to the Secured Lenders. Such terms and conditions shall be collectively be referred to as the “Proposed Escrowed Funds Payment” or the “Escrowed Funds Payment.”

Within five (5) business days of the Approval Order becoming a Final Order, the Liquidation Trustee will wire sufficient funds to Epiq to satisfy the following claims: (a) Laura Harrison (Claim No. 926); (b) Carrie Crigler (Claim No. 443); (c) Jacquelyn Monroe (Claim No. 523); (d) Lori Sullivan (Claim No. 577); and (e) Patrick Walsh (Claim No. 477). Epiq shall promptly mail distribution checks as follows: *First*, Epiq shall mail the distribution checks to the address set forth on the latest proof of claim filed by a Beneficiary. *Second*, if such Beneficiary has not filed a proof of claim, then Epiq shall mail the distribution checks to the address set forth in the Debtors’ schedules.

### **Return of the Remaining Funds to the Secured Lenders**

Within five (5) business days of the Approval Order becoming a Final Order, the Liquidation Trustee shall return the remaining funds in the Accounts—after making the wire transfer to Epiq—to the Secured Lenders by wire transfer in accordance with the written wiring instructions provided to counsel for Liquidation Trustee by counsel for the Synovus Bank in its capacity as an agent for itself and the Bank of Scotland PLC and Bank of America, N.A.

### **Checks that Are Not Negotiated within 60 Days of Issuance**

Checks that are not negotiated within sixty days of their issuance shall be null and void, and the holder of the claim associated with such check shall be forever barred, estopped, and enjoined from asserting a claim to such funds in any manner from any entity (as that term is defined in section 101(15) of the Bankruptcy Code). Without the necessity of any further order of the Court, Epiq shall return such amount to the Secured Lenders as provided for above.

## **Exhibit “D”**

### **Contemplated Statement of Discharge Information**

**Exhibit “D-1”**

The Trust Assets Originally Charged  
under the Liquidation Trustee’s Control



The Accepting Unsecured Creditors Fund (as that term is defined in section 1.01 of the plan) and the Trust Administrative were the only Trust Assets that were transferred to the Liquidation Trustee shortly after his appointment.<sup>2, 3</sup> The Liquidation Trustee received a wire transfer in the amount of \$16,623,142.85.<sup>4</sup> Of that amount, \$6,329,872.00 constituted the Accepting Unsecured Creditors Fund, and \$217,000.00 constituted the Trust Administrative amount as contemplated by paragraph four (4) of the Secured Lender Settlement Agreement (as subsequently defined). The other funds that the Liquidation Trustee received are not Trust Assets<sup>5,6</sup>, but are nonetheless set forth in detail in Exhibit “E.” The initial balances of the various accounts are set forth on the following page.

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<sup>2</sup> As the Court is aware, there was a dispute among the Liquidation Trustee and various parties about whether other assets that were not “Excluded Assets” (as defined in Asset Purchase Agreement [Doc. No. 293] (the “APA”) vested into the trust. The Court ruled against the Liquidation Trustee on that issue. *Sea Island Acquisition, LLC v. Barnett (In re Sea Island Co.)*, Case No. 10-21034 (Bankr. S.D. Ga. Mar. 4, 2016). And it was ultimately resolved in the Liquidation Trustee’s settlement with Sea Island Acquisition, LLC. *Sea Island Acquisition, LLC v. Barnett (In re Sea Island Co.)*, Case No. 10-21034, Doc. No. 1777 (Bankr. S.D. Ga. Jan. 11, 2019).

<sup>3</sup> In addition, after the Effective Date (as that term is defined in the Plan), the Liquidation Trustee subsequently discovered additional funds that were “Excluded Assets” (as defined in the APA), but they were not “originally charged under the Liquidation Trustee’s control.” The Secured Lenders (as that term is defined the Plan) and the Liquidation Trustee had a dispute about such funds, which they resolved in a court-approved settlement. *In re Sea Island Co.*, Case No. 10-21034-JSD, Doc. No. 1029 (Bankr. S.D. Ga. Mar. 1, 2013) (approving the settlement).

<sup>4</sup> Doc. No. 578 (reflecting the initial balance).

<sup>5</sup> According to the Trust Agreement, “‘Trust Assets’ means the ‘Property’ comprising the ‘Estates’ of the Debtors (including, but not limited to the ‘Accepting Unsecured Creditors Fund’ and the ‘General Unsecured Creditors Fund’) not conveyed to the ‘Purchaser’ under the ‘Asset Purchase Agreement’, each as under the Plan, less amounts required to be paid under the Confirmation Order (including any applicable reserves for such amounts and the amounts required to be paid to the Secured Lenders), and are the Trust Assets subject to this Trust Agreement.” Trust Agreement § 1.1(i).

<sup>6</sup> The Secured Lenders (as that term is defined the Plan) advanced such funds pursuant to the Closing Agreement (which is attached as Exhibit “A” to Doc. No. 1285) to satisfy their obligation to fund—arising under section 3.07 of the Plan and paragraph 45 of the Confirmation Order—the payment of Escrowed Fund Claims

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(as that term is defined in Doc. No. 1285 ¶ 8), and they are entitled to any left over funds. Doc. No. 1285 ¶¶ 5-8; *see also* Doc. No. 1294 (providing background information regarding the Closing Agreement and the satisfaction of Escrowed Fund Claims) & Doc. No. 1439 ¶ 16 (describing some of the wind-down activities the Liquidation Trustee performed under the Closing Agreement).

Funds Originally Charged under the Liquidation Trustee's Control

	Admin & Priority	AUCF	Trust Admin	Winddown	Post Confirmation Total
Fund Beginning Balances	\$ 9,336,270.85	\$ 6,329,872.00	\$ 217,000.00	\$ 740,000.00	\$ 16,623,142.85

## **Exhibit “D-2”**

A Summarized Accounting, in Sufficient Detail, of All Purchases, Sales, Gains, Losses, and Income in Connection with the Trust During the Liquidation Trustee’s Term of Service

Set forth on the following pages are all of the “sales” and “settlements” involving a recovery (such settlement shall be referred to as the the “Recovery Settlements”) into which the Liquidation Trustee entered. The Trust Agreement does not require the inclusion of Recovery Settlements in the statement of discharge. *Compare* Trust Agreement § 3.14.1 (only requiring an accounting of “purchases, sales, gains, losses, and income”) *with* Trust Agreement § 5.6 (“**No Implied Obligations.** No other further covenants or obligations of the Trustee shall be implied into this Trust Agreement.”) (emphasis in the original). But the Liquidation Trustee has included them to provide a complete picture of the administration of the trust. No “purchases” are listed because the Liquidation Trustee did not “purchase” anything. *Purchase* BLACK’S LAW DICTIONARY (11<sup>th</sup> ed. 2019) (“The acquisition of an interest in real or personal property by sale . . . .”) Similarly, no “gains,” “losses,” or “income” are listed because the trust did not have any “gains,” “losses,” or “income.”<sup>1</sup> Last, one of the settlements was approved under seal, so it is not included. *In re Sea Island Co.*, Case No. 10-21034-JSD, Doc. No. 1065 (Bankr. S.D. Ga. Oct. 18, 2013).

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<sup>1</sup> Given the the trust’s status as a grantor trust under 26 U.S.C § 671, the trust did not have any “gains,” “losses,” or “income.” *Wilson v. Clark Univ., Inc.*, 339 Ga. 814, 794 S.E.2d 422, 437 (2016) (“[W]ords in a [document] should be understood in relation to each other, since words, like people, are judged by the company that they keep.”)

Party/Parties	Description	Settlement or Sale Amount Benefit to the Trust	Result to Liquidation Trustee	Docket No. of Motion/ Date	Docket No. of Order/ Date
Hog Hammock, LLC and Katharine Jones O'Connor	Motion to Approve Compromise and Settlement  Real property - Camden Co.	\$175,000.00	Release of rights under the Liquidation Trustee's certain right of first refusal and release of claims	1462 1/13/16	1463 1/14/16
Bank of the Ozarks	Motion to Approve Compromise and Settlement  Parcel/real property – Camden Co.	\$272,000.00	Liquidation Trustee shall receive 32% of the gross sale proceeds from sale of the property in full satisfaction of Residual Rights	1480 1/25/16	1484 1/28/16
Gregory and Jennifer Holcomb	Motion for Expedited Approval of Sale  Lot 16 Sea Island Lake Cottages	\$100,000.00	Liquidation Trustee quitclaims the Trust's interest in the property	1591 7/26/16	1594 7/27/16
Taylor S. Glover	Motion for Approval of Sale  O'Connor property	\$275,000.00	Liquidation Trustee quitclaims his rights in the ROFR	1666 9/23/16	1674 9/26/16
MVMS, LLC	Motion for Expedited Approval of Sale  Grassy Pond/Kit	\$250,000.00	Sale/transfer of Liquidation Trust's rights to the property	1670 9/23/16	1675 9/26/16

	Swamp – Camden Co.				
Cottage 429, LLC	Motion for Approval of Sale	\$66,000.00		1732 09/07/17	1739 11/01/17
The Travelers Indemnity Company	Motion to Approve Compromise and Settlement	\$475,000.00		1747 12/12/17	1748 12/18/17
Sea Island Acquisition, LLC, <i>et al.</i>	Joint Motion to Authorize and Approve Settlement Agreement	\$600,000.00		72 12/06/18	84 01/11/19
Kings Point Property Owners Association, Inc.	Motion to Approve Compromise and Settlement	\$100,000.00		1768 12/21/18	1769 12/21/18

**Exhibit “D-3”**

The Ending Balance of All Assets and Funds of the Trust



The final balances of all funds in the accounts set forth in Exhibit D1 are set forth on the following page. Given that at the beginning of 2019, the Liquidation Trustee transferred substantially all of the remaining Trust Assets to Kings Point Property Owners Association, Inc.<sup>1</sup> and Sea Island Acquisition, LLC,<sup>2</sup> the only assets he has to report are fund balances. If the conditions precedent set forth on Exhibit B are not satisfied, among other things, the amount of the Proposed Distribution (as defined in Exhibit B) may be decreased because the Liquidation Trustee has paid the professionals based on the assumption that such conditions precedent will be timely satisfied.

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<sup>1</sup>*In re Sea Island Co.*, Case No. 10-21034, Doc. No. 1769 (Bankr. S.D. Ga. Dec. 21, 2018).

<sup>2</sup>*Sea Island Acquisition, LLC v. Barnett (In re Sea Island Co.)*, Case No. 10-21034, Doc. No. 1777 (Bankr. S.D. Ga. Jan. 11, 2019).

Funds Currently Charged under the Liquidation Trustee's Control

	Admin & Priority	AUCF	Trust Admin	Winddown	Post Confirmation Total
Fund Ending Balance	\$ 180,030.12	\$ 0.00	\$ 244,317.26	\$ 7,045.23	\$ 556,010.24

## **Exhibit “E”**

The Additional Statement of Discharge Information:  
Itemized Accounting of All Accounts

**Exhibit “E-1”**

Administrative and Priority

Administrative and Priority

The Administrative and Priority Account was funded pursuant to the Closing Agreement [Doc. No. 1285 \*\*11-21 of 46]. Closing Agreement ¶ 3. On March 10, 2015, the Court entered a consent order between the Secured Lenders and the Liquidation Trustee regarding such funds. Doc. No. 1324. The only remaining claims are the Remaining Escrowed Funds Claims (as defined in Doc. No. 1285 ¶ 16) that were not subsequently disallowed. After such claims are satisfied, the remaining funds will be returned to the Secured Lenders.

## Administrative &amp; Priority Funds

Name of Bank	SunTrust
Account	Admin/Priority Claims Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Wire #: 015083	12/30/2010	Gilbert, Harrell, Summerford & Martin	Pre-effective date professional fees	\$ 46,047.08
Wire #: 015206	12/30/2010	Berger Singerman	Pre-effective date professional fees	\$ 14,384.81
Wire #: 017984	12/30/2010	Sea Island Acquisition	Pre-effective date health care claims	\$ 119,345.39
ACH/Debit		SunTrust	Bank Fees/Wire Fees	\$ 112.47
TRN #013116	1/3/2011	FTI	Pre-effective date professional fees	\$170,918.02
TRN #012972	1/3/2011	Sea Island Acquisition LLC	Pre-effective date professional fees	\$163,870.20
TRN #014481	1/7/2011	Gilbert Harrell Sumerford & Martin	Pre-effective date plan payments	\$49,444.00
TRN #014637	1/7/2011	Moore Stephens	Pre-effective date professional fees	\$1,855.40
TRN #014555	1/7/2011	GlassRatner	Pre-effective date professional fees	\$1,013.61
TRN #014604	1/14/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$102,599.75
TRN #007009	1/19/2011	FTI	Pre-effective date professional fees	\$123,245.05
TRN #007067	1/19/2011	Epiq Systems	Pre-effective date professional fees	\$16,940.09
TRN #014116	1/19/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$8,230.28
TRN #007156	1/19/2011	Berger Singerman	Pre-effective date professional fees	\$3,405.27
TRN #006258	1/21/2011	PBGC	PBGC settlement	\$240,841.00
TRN #012499	1/26/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$29,574.70
Chk# 1005	1/31/2011	M. Alan Johnson - UCC Expense	Pre-effective date professional fees	\$469.40
TRN # 015849	2/1/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$64,786.85
Chk# 1002	2/1/2011	Billy R. Gibson - UCC Expense	Pre-effective date professional fees	\$1,318.61
Chk# 1004	2/2/2011	William R. Graham - UCC Expense	Pre-effective date professional fees	\$591.40
Chk# 1001	2/8/2011	Dennis McCrary - UCC Expense	Pre-effective date professional fees	\$1,214.45
TRN #0090185	2/9/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$28,893.42
Chk# 1012	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$20,000.00
Chk# 1009	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$4,875.00
Chk# 1010	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$650.00
Chk# 1006	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$325.00
Chk# 1007	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$325.00
Chk# 1008	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$325.00
Chk# 1011	2/17/2011	UST	Pre-effective date bankruptcy case fees	\$325.00
TRN #012066	2/17/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$15,779.46
TRN # 013700	2/23/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$3,372.62
TRN # 009433	3/4/2011	King & Spalding	Pre-effective date professional fees	\$198,824.72
TRN # 009369	3/4/2011	Epiq Systems	Pre-effective date professional fees	\$55,453.32
TRN # 009314	3/4/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$26,983.62
TRN # 011710	3/7/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$19,214.67
TRN # 004872	3/10/2011	Gilbert Harrell Sumerford & Martin	Pre-effective date professional fees	\$98,979.99
TRN # 014058	3/14/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$6,017.00
TRN # 004250	3/21/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$3,106.64
TRN # 021488	3/28/2011	Sea Island Acquisition LLC	Pre-effective date health care claims	\$5,394.97
Bank Fees		SunTrust	Bank Fees/Wire Fees	\$479.61
TRN # 012714	4/5/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 2,486.01
TRN # 012670	4/5/2011	FTI	Pre-effective date professional fees	\$ 300,834.60
TRN # 015100	4/8/2011	Berger Singerman	Pre-effective date professional fees	\$ 55,192.30
TRN # 015200	4/8/2011	Ellis, Painter, Ratterree & Adams	Pre-effective date professional fees	\$ 52,017.77
TRN # 015060	4/8/2011	Gilbert Harrell Sumerford & Martin	Pre-effective date professional fees	\$ 55,602.50
TRN # 012908	4/11/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 2,486.01
TRN # 007724	4/12/2011	GlassRatner	Pre-effective date professional fees	\$ 18,381.05
TRN # 007690	4/12/2011	King & Spalding	Pre-effective date professional fees	\$ 403,818.71
TRN # 004743	4/22/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 24,051.55
TRN # 019237	4/29/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 335.94
TRN # 014801	5/6/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 611.50
TRN # 013740	5/12/2011	Gilbert Harrell Sumerford & Martin	Pre-effective date professional fees	\$ 7,818.00
TRN # 013791	5/12/2011	Glass Ratner Advisory	Pre-effective date professional fees	\$ 1,413.02
TRN # 014580	5/13/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 9,261.64
TRN # 014448	5/20/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 438.38
TRN # 007796	5/31/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 4,212.06
TRN # 004789	6/8/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 1,363.54
Check # 1013	6/14/2011	US Trustee	Pre-effective date bankruptcy case fees	\$ 6,514.29
TRN # 015053	6/24/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 47,839.79
Bank Fees		SunTrust	Bank Fees/Wire Fees	\$ 350.00
Bank Fee	7/21/2011		Bank Fee - Account Analysis Fee	\$ 15.00
TRN # 07723	7/25/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 10,478.65
Bank Fee	8/18/2011		Bank Fee - Account Analysis Fee	\$ 40.00
Bank Fee	8/25/2011		Bank Fee - Account Analysis Refund	\$ (40.00)
Bank Fee	7/25/2011		Internal Wire Transfer Fee	\$ 10.00
Bank Fee	7/28/2011		Bank Fee	\$ 72.93
Bank Fee	8/23/2011		Internal Wire Transfer Fee	\$ 10.00
TRN # 012282	9/27/2011	Sea Island Acquisition LLC	Pre-effective date plan payments	\$ 10,581.36
Check # 2001	8/2/2011	US Trustee	Pre-effective date bankruptcy case fees	\$ 6,485.71
TRN # 011170	8/23/2011	Rogers & Hardin LLP	Pre-effective date professional fees	\$ 15,752.50
Bank Fee	9/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	9/27/2011		Internal Wire Transfer Fee	\$ 10.00
Check # 2003	10/28/2011	US Trustee	Bankruptcy case fees	\$ 1,625.00
Bank Fee	10/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	11/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	12/20/2011		Bank Fee - Account Analysis Fee	\$ 5.00
TRN # 10348	1/6/2012	Sea Island Acquisition LLC	Healthcare & Workers Comp claims	\$ 22,554.92
Bank Fee	1/6/2012		Bank fee for wire transfer	\$ 10.00
Bank Fee	1/23/2012		Bank fee for Account Analysis Fee	\$ 5.00
Check #2004	2/7/2012	US Trustee	UST Fees	\$ 1,625.00
Bank Fee	2/21/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	3/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
Check #2005	3/22/2012	Fisher & Phillips LLP	Legal services	\$ 7,482.50
Check #2006	4/13/2012	Hyatt & Stubblefield P.C.	Legal services	\$ 9,172.44
Bank Fee	4/19/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	5/18/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	6/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	7/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	8/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
TRN#012819	8/21/2012	Sea Island Acquisition LLC	Health Care & Workers Comp claims	\$190,198.15

## Administrative &amp; Priority Funds

Name of Bank	SunTrust
Account	Admin/Priority Claims Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	8/21/2012		Internal Transfer Wire DR Fee TRN#012819	\$10.00
Bank Fee	9/21/2012		Bank fee for Account Analysis Fee	\$5.00
Bank Fee	10/19/2012	SunTrust	Bank fee for Account Analysis Fee	\$5.00
Bank Fee	11/21/2012	SunTrust	Bank fee for Account Analysis Fee	\$5.00
Bank Fee	12/20/2012	SunTrust	Bank fee for Account Analysis Fee	\$5.00
TRN#016852	12/20/2012	Sea Island Acquisition LLC	Workers Comp reimbursement	\$16,595.89
Bank Fee	12/20/2012	SunTrust	Internal Wire Transfer Fee TRN#016852	\$10.00
Bank Fee	1/22/2013	SunTrust	Bank fee for Account Analysis Fee	\$5.00
Bank Fee	2/21/2013	SunTrust	Bank fee for Account Analysis Fee	\$5.00
Bank Fee	3/20/2013	SunTrust	Bank fee for Account Analysis Fee	\$5.00
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2013	SunTrust	Bank Fee	\$5.00
TRN#016743	7/12/2013	Sea Island Acquisition LLC	Worker's Comp Reimbursement	\$34,718.80
Bank Fee	7/12/2013	SunTrust	Bank Fee	\$10.00
TRN#016812	7/12/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$3,611.00
Bank Fee	7/12/2013	SunTrust	Bank Fee	\$20.00
Bank Fee	7/19/2013	SunTrust	Bank Fee	\$5.00
TRN#013601	8/14/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$2,544.62
Bank Fee	8/14/2013	SunTrust	Bank Fee	\$20.00
Bank Fee	8/20/2013	SunTrust	Bank Fee	\$5.00
TRN#006209	8/27/2013	Sea Island Acquisition LLC	Worker's Comp Reimbursement	\$204,352.00
Bank Fee	8/27/2013	SunTrust	Bank Fee	\$10.00
Bank Fee	9/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2013	SunTrust	Bank Fee	\$5.00
TRN#011482	12/18/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$705.55
Bank Fee	12/18/2013	SunTrust	Bank Fee	\$20.00
Bank Fee	12/19/2013	SunTrust	Bank Fee	\$5.00
TRN#012312	1/10/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$1,327.41
Bank Fee	1/10/2014	SunTrust	Bank Fee	\$20.00
Bank Fee	1/22/2014	SunTrust	Bank Fee	\$5.00
#2007	2/21/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$935.00
Bank Fee	2/21/2014	SunTrust	Bank Fee	\$5.00
TRN#014241	2/28/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$1,165.19
Bank Fee	2/28/2014	SunTrust	Bank Fee	\$20.00
TRN#010393	3/7/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$14,956.89
Bank Fee	3/7/2014	SunTrust	Bank Fee	\$20.00
#2008	3/14/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$1,900.00
Bank Fee	3/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	4/18/2014	SunTrust	Bank Fee	\$5.00
#2009	4/25/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$987.50
Bank Fee	5/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	6/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2014	SunTrust	Bank Fee	\$5.00
TRN#013453	8/13/2014	Glynn County Board of Commissioners		\$6,761.25
Bank Fee	8/13/2014	SunTrust	Bank Fee	\$20.00
Bank Fee	8/20/2014	SunTrust	Bank Fee	\$5.00
TRN#008447	8/22/2014	Synovus Bank		\$121,863.04
Bank Fee	8/22/2014	SunTrust	Bank Fee	\$20.00
TRN#008561	8/22/2014	Goldman, Sachs & Co.		\$2,300,000.00
Bank Fee	8/22/2014	SunTrust	Bank Fee	\$20.00
Bank Fee	9/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2014	SunTrust	Bank Fee	\$5.00
#2010	10/29/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$6,203.28
Bank Fee	11/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2014	SunTrust	Bank Fee	\$5.00
TRN#015112	12/29/2014	Synovus Bank	Return of Funds	\$1,000,000.00
Bank Fee	12/29/2014	SunTrust	Bank Fee	\$20.00
TRN#014998	12/29/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$11,873.90
Bank Fee	12/29/2014	SunTrust	Bank Fee	\$10.00
Bank Fee	1/22/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	2/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	3/19/2015	SunTrust	Bank Fee	\$5.00
TRN#006948	3/31/2015	Alston & Bird LLP	Return of Escrowed Funds	\$6,590.19
Bank Fee	3/31/2015	SunTrust	Bank Fee	\$20.00
TRN#006867	3/31/2015	Bank of America, N.A.	Return of Escrowed Funds	\$548,782.06
Bank Fee	3/31/2015	SunTrust	Bank Fee	\$20.00
TRN#006814	3/31/2015	Bank of Scotland	Return of Escrowed Funds	\$553,059.29
Bank Fee	3/31/2015	SunTrust	Bank Fee	\$20.00
TRN#006728	3/31/2015	Synovus Bank	Return of Escrowed Funds	\$1,362,072.51
Bank Fee	3/31/2015	SunTrust	Bank Fee	\$20.00
Bank Fee	4/10/2015	Transfer to #4736	Transfer of Funds in Connection with the Expense Associated with Disallowing Claims	\$33,789.67
Bank Fee	4/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	6/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	7/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	11/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	2/19/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	3/18/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	4/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	5/19/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	8/18/2016	SunTrust	Bank Fee	\$5.00

Administrative & Priority Funds

Name of Bank	SunTrust
Account	Admin/Priority Claims Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	9/21/2016	Suntrust	Bank Fee	\$5.00
Bank Fee	10/21/2016	Suntrust	Bank Fee	\$5.00
Bank Fee	11/21/2016	Suntrust	Bank Fee	\$5.00
Bank Fee	12/20/2016	Suntrust	Bank Fee	\$5.00
Bank Fee	1/23/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	2/21/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	3/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	4/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	5/18/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	6/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	7/21/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	8/18/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	9/21/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	10/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	11/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	12/20/2017	Suntrust	Bank Fee	\$5.00
Bank Fee	1/22/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	2/21/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	3/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	4/19/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	5/18/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	6/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	7/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	8/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	9/21/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	10/19/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	11/21/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	12/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	1/22/2019	Suntrust	Bank Fee	\$5.00
Bank Fee	2/21/2019	Suntrust	Bank Fee	\$5.00
Bank Fee	3/20/2019	Suntrust	Bank Fee	\$5.00
Bank Fee	4/18/2019	Suntrust	Bank Fee	\$5.00
Bank Fee	5/20/2019	Suntrust	Bank Fee	\$5.00
Bank Fee	6/20/2019	Suntrust	Bank Fee	\$5.00
TOTAL				\$ 9,156,240.73



## **Exhibit “E-2”**

Winddown

Winddown

The Winddown Account was funded pursuant to the Closing Agreement [Doc. No. 1285 \*\*11-21 of 46]. Closing Agreement ¶ 4. The remaining funds in the account are to be returned to the Secured Lenders.

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Wind Down Funds

Name of Bank	SunTrust
Account	Wind Down Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
TRN # 011944	3/9/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 82,027.73
Bank Fees	3/31/2011	SunTrust	Bank Fees for Q1	\$ 60.00
TRN # 012990	4/11/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 53,028.52
Chk # 1001	4/28/2011	Lamberth, Cifelli, Stokes, Ellis & Nason P.A.	Wind down and trust administrative fees	\$ 10,609.98
TRN # 019474	4/29/2011	James L. Drake Jr. PC IOLTA	Wind down and trust administrative fees	\$ 7,727.66
TRN # 019330	4/29/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 148,333.18
TRN # 019373	4/29/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 40,007.60
Chk # 1002	5/2/2011	Epiq Systems	Wind down and trust administrative fees	\$ 17,956.90
Chk # 1003	5/5/2011	Lamberth, Cifelli, Stokes, Ellis & Nason P.A.	Wind down and trust administrative fees	\$ 5,897.50
TRN # 004831	6/8/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 3,921.49
Chk # 1003	6/13/2011	Lamberth, Cifelli, Stokes, Ellis & Nason P.A.	Wind down and trust administrative fees	\$ 1,434.04
TRN # 015166	6/24/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 24,617.42
TRN # 015111	6/24/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 5,769.36
TRN # 015244	6/24/2011	Bass, Berry & Sims	Wind down and trust administrative fees	\$ 11,692.57
TRN # 019235	6/30/2011	Bass, Berry & Sims	Wind down and trust administrative fees	\$ 6,763.53
TRN # 019101	6/30/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 19,000.00
TRN # 018965	6/30/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 49,929.77
Bank Fees	6/30/2011	SunTrust	Bank Fees for Q2	\$ 225.00
Bank Fee	8/20/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	8/23/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	8/23/2011		Outgoing Wire Transfer Fee	\$ 20.00
TRN # 011079	8/23/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 47,100.70
TRN # 011139	8/23/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 54,295.70
Bank Fee	9/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
TRN # 006120	9/29/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 19,979.85
TRN # 006055	9/29/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 20,439.35
TRN # 021750	9/29/2011	Lamberth, Cifelli, Stokes, Ellis & Nason, P.A.	Wind down and trust administrative fees	\$ 3,598.04
Bank Fee	9/29/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	9/29/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	9/30/2011		Internal Wire Transfer Fee	\$ 10.00
			Transfer from Trust Administrative Funds Acct # 4736	\$ (40,419.20)
TRN # 014212	10/13/2011	Epiq Systems	Wind down and trust administrative fees	\$ 62,177.61
TRN # 014277	10/13/2011	Moore Stephens Tiller LLC BIDA	Wind down and trust administrative fees	\$ 58,272.00
Bank Fee	10/13/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	10/13/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	10/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	11/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	12/20/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	1/23/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	2/21/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	3/20/2012		Bank Fee - Account Analysis Fee	\$ 5.00
	3/29/2012		Transfer to AUCF Acct # 4751	\$ 1,884.56
Bank Fee	4/19/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	5/18/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	6/20/2012		Bank Fee - Account Analysis Fee	\$ 5.00
TRN#014536	7/13/2012	Moore Stephens Tiller LLC	Audit of SIC 401(k) Savings Plan	\$15,998.91
Bank Fee	7/13/2012		Outgoing Wire Transfer Fee TRN#014536	\$20.00
Bank Fee	7/20/2012		Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	8/20/2012		Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	9/21/2012		Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	10/19/2012	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	11/21/2012	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	12/20/2012	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	1/22/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	2/21/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	3/20/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	7/19/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	9/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	12/19/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	2/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	3/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	4/18/2014	SunTrust	Bank Fee	\$5.00

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Wind Down Funds

<b>Name of Bank</b>	SunTrust
<b>Account</b>	Wind Down Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	5/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	6/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	9/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	2/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	3/19/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	4/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	6/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	7/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	11/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	2/19/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	3/18/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	4/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	5/19/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	8/18/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	12/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	1/23/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	2/21/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	3/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	4/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	5/18/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	8/18/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	10/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	11/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	12/20/2017	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	2/21/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	3/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	4/19/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	5/18/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	7/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	9/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	10/19/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	12/20/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	2/21/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	3/20/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	4/18/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2019	SunTrust	Bank Fee	\$5.00
TOTAL				\$ 732,954.77

**Exhibit “E-3”**

Accepting Unsecured Creditors Fund

### Accepting Unsecured Creditors Fund

The Accepting Unsecured Creditors Fund Account was funded pursuant to the Plan and a settlement agreement between the Debtors, the Secured Lenders, and the Official Committee of Unsecured Creditors [Doc. No. 306 \*\*11-27] (the “Secured Lender Settlement Agreement”) approved pursuant to an order of the Court entered on November 5, 2010 [Doc. No. 368] (the “Secured Lender Settlement Agreement Approval Order”). *See* Secured Lender Settlement Agreement ¶ 2 (setting forth the increased funding amount). After the payment of Trust Costs, class 4 Beneficiaries received the balance of such account. On December 15, 2016, the Court entered an order [Doc. No. 1723] approving the distribution out of such account, and the account was subsequently closed.

## Accepting Unsecured Creditors Fund

Name of Bank	SunTrust
Account	Accepting Unsecured Creditors Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
	6/30/2011	SunTrust	Bank Fees	\$ 50.00
Bank Fee	7/20/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	9/25/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	10/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	11/21/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	12/20/2011		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	1/23/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	1/31/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	1/31/2012		Bank Fee - Internal Wire Transfer Fee TRN#017637	\$ 10.00
Bank Fee	1/31/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#017505	\$ 20.00
Bank Fee	1/31/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#017572	\$ 20.00
Bank Fee	1/31/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#017713	\$ 20.00
TRN#017637	1/31/2012	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Services	\$ 6,575.00
TRN#017713	1/31/2012	Epiq Bankruptcy Solutions, LLC		\$ 28,471.96
TRN#017505	1/31/2012	Conway MacKenzie		\$ 47,877.63
TRN#017572	2/8/2012	Bryan Cave LLP	Legal Services	\$ 70,638.00
Check #95	2/21/2012	Habif, Arogeti & Wynne LLP	Legal Services	\$ 1,920.00
Bank Fee	2/29/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	2/29/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#021001	\$ 20.00
Bank Fee	2/29/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#021115	\$ 20.00
Bank Fee	2/29/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#021197	\$ 20.00
TRN#021115	2/29/2012	Epiq Bankruptcy Solutions, LLC		\$ 24,004.83
TRN#021001	2/29/2012	Conway MacKenzie		\$ 33,280.85
TRN#021197	3/8/2012	Bryan Cave LLP	Legal Services	\$ 85,449.75
	3/20/2012		Transfer to Trust Administrative Funds Acct # 4736	\$ 33,218.54
	3/29/2012		Transfer from Winddown Funds	\$ (1,884.56)
Bank Fee	4/16/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	4/16/2012		Bank Fee - Internal Wire Transfer Fee TRN#017124	\$ 10.00
Bank Fee	4/16/2012		Bank Fee - Internal Wire Transfer Fee TRN#017285	\$ 10.00
Bank Fee	4/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#017213	\$ 20.00
Bank Fee	4/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#017344	\$ 20.00
TRN#017124	4/16/2012	James L. Drake Jr.	Legal services	\$ 2,456.33
TRN#017285	4/16/2012	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal services	\$ 2,645.02
TRN#017213	4/16/2012	Conway MacKenzie		\$ 84,831.72
TRN#017344	4/18/2012	Bryan Cave LLP	Legal services	\$ 159,892.36
Bank Fee	4/18/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#013389	\$ 20.00
Bank Fee	4/18/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#013533	\$ 20.00
TRN#013533	4/18/2012	Bryan Cave LLP	Legal services	\$ 36,727.93
TRN#013389	4/19/2012	Bass, Berry & Sims		\$ 81,543.90
Bank Fee	5/10/2012		Bank Fee - Account Analysis Fee	\$ 5.00
Bank Fee	5/10/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#012763	\$ 20.00
Bank Fee	5/10/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#012846	\$ 20.00
Bank Fee	5/10/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#012933	\$ 20.00
TRN#012933	5/10/2012	Epiq Bankruptcy Solutions, LLC		\$ 11,012.69
TRN#012846	5/10/2012	Conway MacKenzie		\$ 33,553.17
TRN#012763	5/18/2012	Bryan Cave LLP	Legal services	\$ 69,732.19
Bank Fee	6/20/2012		Bank Fee - Account Analysis Fee	\$ 5.00
	6/21/2012	Bank check for Rhea Rangel	United States District Court fees	\$ 640.20
TRN#015492	7/3/2012	Conway MacKenzie	Professional Fees	\$ 56,746.81
Bank Fee	7/13/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#015492	\$ 20.00
TRN#014187	7/13/2012	Bass, Berry & Sims	Legal Services	\$100,000.00
TRN#014270	7/13/2012	Conway MacKenzie	Professional Fees	\$115,971.27
TRN#014465	7/13/2012	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Services	\$7,607.58
TRN#014414	7/13/2012	Epiq Bankruptcy Solutions, LLC	Claims and Noticing Fees	\$14,245.10
Bank Fee	7/13/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#014187	\$20.00
Bank Fee	7/13/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#014270	\$20.00
Bank Fee	7/13/2012		Bank Fee - Internal Transfer Wire Fee TRN#014465	\$10.00
Bank Fee	7/20/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#014414	\$20.00
Bank Fee	8/14/2012		Bank Fee - Account Analysis Fee	\$5.00
Misc Debt	8/16/2012		Transfer to SIC 4736 for check #1004	\$9,762.33
TRN#015034	8/16/2012	Conway MacKenzie	Professional Fees	\$147,435.62
TRN#015085	8/16/2012	Bryan Cave LLP	Legal Services	\$263,692.09
TRN#014976	8/16/2012	Epiq Bankruptcy Solutions, LLC	Claims and Noticing Fees	\$3,215.88
TRN#014886	8/16/2012	Document Solutions Inc.	Consulting Fees	\$23,816.18
TRN#014912	8/16/2012	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Services	\$5,355.00
Bank Fee	8/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#015034	\$20.00
Bank Fee	8/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#015085	\$20.00
Bank Fee	8/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#014976	\$20.00
Bank Fee	8/16/2012		Bank Fee - Outgoing Wire Transfer Fee TRN#014886	\$20.00
Bank Fee	8/20/2012		Bank Fee - Internal Transfer Wire Fee TRN#014912	\$10.00
Bank Fee	8/21/2012		Bank Fee - Account Analysis Fee	\$5.00
TRN#012757	8/21/2012	Enterprise Resource Group, LLC	Consulting Fees	\$5,981.25
Bank Fee	9/20/2012		Bank Fee - Account Analysis Fee	\$5.00
Bank Fee	9/21/2012		Bank Fee - Internal Transfer Wire Fee TRN#012757	\$10.00
Bank Fee	10/1/2012		Bank Fee - Account Analysis Fee	\$ 5.00
TRN#019399	10/1/2012	Conway MacKenzie	Professional Services	\$ 107,822.44
Bank Fee	10/11/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#019399	\$20.00
TRN#012653	10/11/2012	Conway MacKenzie	Professional Services	\$42,761.24
TRN#012759	10/11/2012	Bryan Cave	Legal Fees	\$320,786.51
Bank Fee	10/11/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#012653	\$20.00
Bank Fee	10/19/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#012759	\$20.00
Bank Fee	11/13/2012	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
TRN#012361	11/13/2012	Irell & Manella LLP	Legal Fees	\$32,500.00
Bank Fee	11/20/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#012361	\$20.00
TRN#010779	11/20/2012	Robert Charles Lesser & Co, LLC	Professional Fees	\$20,000.00
TRN#010699	11/20/2012	Conway MacKenzie	Professional Services	\$51,546.80
Bank Fee	11/20/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#010779	\$20.00
Bank Fee	11/21/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#010699	\$20.00
Bank Fee	12/11/2012	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
TRN#014468	12/11/2012	Conway MacKenzie	Professional Services	\$133,409.21
Bank Fee	12/12/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#014468	\$20.00
MISC DEBIT	12/19/2012	UST	Bank Check for US Trustee fees	\$4,875.00
MISC DEBIT	12/20/2012	Account 4736	Transfer to Trust Admin account 4736	\$56,141.70

## Accepting Unsecured Creditors Fund

Name of Bank	SunTrust
Account	Accepting Unsecured Creditors Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	12/20/2012	SunTrust	Bank Fee - Account Analysis Fee	\$20.00
TRN#017021	12/20/2012	Document Solutions Inc.	Administration Fees	\$6,416.20
TRN#017039	12/20/2012	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$20,603.20
TRN#016967	12/20/2012	Epiq Bankruptcy Solutions, LLC	Claims and noticing services	\$36,715.31
TRN#017068	12/20/2012	Bass Berry Sims	Legal Fees	\$42,821.57
Bank Fee	12/20/2012	SunTrust	Bank Fee - Internal Wire Transfer Fee TRN#017039	\$8.00
Bank Fee	12/20/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#016967	\$20.00
Bank Fee	12/20/2012	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#017021	\$20.00
Bank Fee	1/17/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#017068	\$20.00
TRN#014955	1/17/2013	Conway MacKenzie	Professional Services	\$73,002.97
Bank Fee	1/17/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#014955	\$20.00
Debit	1/22/2013		Transfer to #4736 Trust Admin acct	\$4,875.00
Bank Fee	2/1/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
TRN#019444	2/1/2013	Bryan Cave	Legal Fees	\$266,633.90
Bank Fee	2/4/2013	Freeman, Freeman & Smiley, LLP	Bank Fee - Outgoing Wire Transfer Fee TRN#019444	\$20.00
Debit	2/21/2013	Freeman, Freeman & Smiley, LLP	Legal Fees	\$1,931.00
Bank Fee	2/22/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
TRN#007189	2/22/2013	Bryan Cave	Legal Fees	\$89,100.14
Bank Fee	2/25/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#007189	\$20.00
TRN#016625	2/25/2013	Conway MacKenzie	Professional Fees	\$89,094.05
Bank Fee	3/6/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#016625	\$20.00
TRN#013881	3/6/2013	Bryan Cave	Legal Fees	\$80,420.60
Bank Fee	3/20/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#013881	\$20.00
Bank Fee	3/20/2013	SunTrust	Bank Fee - Account Analysis Fee	\$5.00
TRN#014661	3/20/2013	Irell & Manella LLP	Legal Fees	\$10,076.00
Bank Fee	4/2/2013	SunTrust	Bank Fee - Outgoing Wire Transfer Fee TRN#014661	\$20.00
TRN#011652	4/2/2013	Conway MacKenzie	Professional Fees	\$52,554.58
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$8.00
TRN#014407	4/18/2013	Moore Stephens Tiller LLC	Legal Fees	\$750.00
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014212	4/18/2013	Document Solutions Inc.	Hosting Fees	\$4,510.69
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014339	4/18/2013	Bass, Berry & Sims	Legal Fees	\$7,248.80
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014559	4/18/2013	Lattimore Black Morgan & Cain, PC	Fees	\$35,794.50
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014253	4/18/2013	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$42,653.53
TRN#014162	4/18/2013	Conway MacKenzie	Professional Fees	\$50,718.49
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014367	4/18/2013	Epiq Bankruptcy Solutions, LLC	Fees	\$85,807.64
Bank Fee	4/18/2013	SunTrust	Bank Fee	\$20.00
TRN#014291	4/18/2013	Bryan Cave	Legal Fees	\$126,452.29
Bank Fee	5/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	6/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	7/19/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	9/20/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	10/31/2013	SunTrust	Bank Fee	\$5.00
TRN#015942	10/31/2013	James L. Drake JR., P.C.	Legal Fees	\$12,890.16
Bank Fee	11/21/2013	SunTrust	Bank Fee	\$20.00
Bank Fee	12/19/2013	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	2/21/2014	SunTrust	Bank Fee	\$5.00
RETURN	2/21/2014		Return of remaining retainer from RCLCO	(\$18,827.00)
Bank Fee	3/11/2014	SunTrust	Bank Fee	\$5.00
RETURN	3/20/2014		Return of remaining retainer from Lamberth, Cifelli	(\$16,505.64)
Bank Fee	4/18/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	5/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	6/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	8/20/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	9/19/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2014	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	2/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	3/19/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	4/16/2015	SunTrust	Bank Fee	\$5.00
TRN#007643	4/16/2015	Bonnie Barsamian	Settlement with Bonnie Barsamian and Daniel Dunn (authorized by Doc. No. 1305) (50% allocation)	\$5,000.00
Bank Fee	4/16/2015	SunTrust	Bank Fee	\$20.00
TRN#007687	4/16/2015	Adams Hendon Carson Crow & Saenger	Settlement with TJF Golf, Inc. and Tom Fazio* (authorized by Doc. No. 1306) (50% allocation)	\$15,000.00
Bank Fee	4/20/2015	SunTrust	Bank Fee	\$20.00
Bank Fee	5/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	6/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	7/7/2015	SunTrust	Bank Fee	\$5.00
TRN#012314	7/7/2015	J. Dan Lott	Settlement with J. Dan Lott (authorized by Doc. No. 1336)	\$10,000.00
Bank Fee	7/7/2015	SunTrust	Bank Fee	\$20.00
TRN#012374	7/7/2015	Brennan, Wasden & Painter LLC	Settlement (authorized by Doc. No. 1334)	\$135,000.00
Bank Fee	7/20/2015	SunTrust	Bank Fee	\$20.00
Bank Fee	8/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	11/20/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	12/18/2015	SunTrust	Bank Fee	\$5.00
Bank Fee	1/22/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	2/19/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	3/18/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	4/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	5/19/2016	SunTrust	Bank Fee	\$5.00



Accepting Unsecured Creditors Fund

<b>Name of Bank</b>	SunTrust
<b>Account</b>	Accepting Unsecured Creditors Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	6/20/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	7/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	8/18/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	9/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	10/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	11/21/2016	SunTrust	Bank Fee	\$5.00
Bank Fee	12/20/2016	SunTrust	Bank Fee	\$5.00
TRN#012644	12/30/2016	Epic Bankruptcy Solutions LLC	Funds transferred to it as disbursing agent for Class 4 Claimants other than the PBGC.	\$266,672.82
Bank Fee	12/30/2016	SunTrust	Bank Fee	\$20.00
TRN#012752	12/30/2016	PBGC	Class 4 Distribution	\$2,404,711.00
Bank Fee	12/30/2016	SunTrust	Bank Fee	\$20.00
Account Transfer	12/30/2016	SunTrust	Account Transfer to 4736	\$50,000.00
Account Transfer	12/30/2016	SunTrust	Account Transfer from 4736	(\$0.32)
Bank Fee	12/30/2016	SunTrust	Bank Fee	\$25.00
Bank Fee	1/3/2017	SunTrust	Bank Fee Refund	(\$25.00)
Bank Fee	1/23/2017	SunTrust	Bank Fee	(\$5.00)
Bank Fee	1/31/2017	SunTrust	Bank Fee Refund	\$5.00
TOTAL				\$ 6,329,872.00

**Exhibit “E-4”**

Trust Administrative

Trust Administrative

The Trust Administrative Account was funded pursuant to the Secured Lender Settlement Agreement approved by the Secured Lender Settlement Agreement Approval Order. *See* Secured Lender Settlement Agreement ¶ 4 (setting forth the amount funded). Such amount was combined with the General Unsecured Creditors Fund (as that term is defined in the Plan) because—after the payment of Trust Costs—the balance of both are to be distributed to class 5 Beneficiaries. On December 15, 2016, the Court entered an order [Doc. No. 1723] approving the initial distribution from such account.

## Trust Administrative Funds

Name of Bank	SunTrust
Account	Trust Administrative Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
TRN # 011844	3/9/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 23,264.53
Bank Fees	4/30/2011	SunTrust	Bank Fees for Q1	\$ 47.00
TRN # 013096	4/11/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 17,910.67
TRN # 014731	5/13/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 6,249.01
Bank Fee	6/30/2011		Bank Fees for Q2	\$ 55.00
Bank Fee	8/23/2011		Bank Fees	\$ 5.00
Bank Fee	8/23/2011		Bank Fees	\$ 5.00
Bank Fee	10/3/2011		Transfer to Trust Administrative Funds Acct # 4736	\$ 40,419.20
Bank Fee	10/21/2011		Bank Fee - Account Analysis Fee	\$ 15.00
TRN # 004561	11/15/2011	Bryan Cave LLP	Wind down and trust administrative fees	\$ 12,287.76
TRN # 004518	11/15/2011	Lambersh, Cifelli, Stokes, Ellis & Nason, P.A.	Wind down and trust administrative fees	\$ 14,130.00
TRN # 004436	11/15/2011	Conway MacKenzie	Wind down and trust administrative fees	\$ 12,177.15
Bank Fee	11/15/2011		Internal Wire Transfer Fee	\$ 10.00
Bank Fee	11/15/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	11/15/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	11/22/2011		Outgoing Wire Transfer Fee	\$ 20.00
Bank Fee	11/21/2011		Bank Fee - Account Analysis Fee	\$ 15.00
TRN # 015303	11/22/2011	Epiq Systems	Wind down and trust administrative fees	\$ 8,548.49
Bank Fee	12/20/2011		Bank Fee - Account Analysis Fee	\$ 15.00
Bank Fee	1/23/2012		Account Analysis Fee	\$ 15.00
Bank Fee	1/31/2012		Internal Wire Transfer Fee TRN#017345	\$ 10.00
Bank Fee	1/31/2012		Outgoing Wire Transfer Fee TRN#017203	\$ 20.00
Bank Fee	1/31/2012		Outgoing Wire Transfer Fee TRN#017272	\$ 20.00
TRN#017345	1/31/2012	Lambersh Cifelli, Stokes, Ellis & Nason	Legal Services	\$ 21,492.00
TRN#017203	1/31/2012	Conway MacKenzie		\$ 23,140.50
TRN#017272	1/31/2012	Bryan Cave LLP	Legal Services	\$ 35,667.80
Bank Fee	1/31/2012		Maintenance Fee	\$ 25.00
Bank Refund	1/31/2012		Maintenance Fee Refund	\$ (25.00)
Bank Fee	2/21/2012		Bank Fee - Account Analysis Fee	\$ 15.00
Bank Fee	3/1/2012		DLX check order	\$ 125.15
Check #1001	3/7/2012	Constangy, Brooks & Smith LLP		\$ 7,747.90
Check #1000	3/13/2012	The Balancing Act		\$ 175.70
Check #1002	3/13/2012	Lambersh Cifelli, Stokes, Ellis & Nason	Legal services	\$ 16,070.14
Check #1003	3/14/2012	James L. Drake Jr. P.C.	Legal services	\$ 9,225.00
Bank Fee	3/20/2012		Bank Fee - Account Analysis Fee	\$ 15.00
	3/8/2012		Transfer from AUC Funds Acct # 4751	\$ (33,218.54)
Bank Fee	4/19/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	5/18/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	6/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	7/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
	8/14/2012		Transfer from AUC Funds Acct # 4751	\$ (9,762.33)
Bank Fee	8/20/2012		Bank fee for Account Analysis Fee	\$ 5.00
	9/30/1902	8/21/2012	U.S. Trustee Fees	\$ 9,762.33
Bank Fee	9/2/2012		Bank Fee for Account Analysis Fee	\$ 5.00
	10/1/1902	9/25/2012	U.S. Trustee Fees	\$ 9.48
Bank Fee	10/19/2012	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
#1006	11/14/2012	Lora H. Carter	Court fees	\$ 358.90
Bank Fee	11/21/2012	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
Credit	12/19/2012		Transfer from AUCF 4751 account	\$ (56,141.70)
Bank Fee	12/20/2012	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
#1010	12/28/2012	Lattimore Black Morgan & Cain P.C.	Professional Fees	\$ 33,313.50
#1008	12/31/2012	RCLCO	Administrative Services	\$ 17,136.00
#1009	1/3/2013	Tiffany Alley Reporting & Video	Court Fees	\$ 5,304.20
Deposit	1/17/2013		Transfer from #4751 AUCF	\$ (4,875.00)
Bank Fee	1/22/2013	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
#1011	1/23/2013	U.S. Trustee Fees	Bank Check for US Trustee fees	\$ 4,875.00
Bank Fee	2/21/2013	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
Bank Fee	2/28/2013	SunTrust	Bank Maintenance Fee	\$ 12.00
#1007	3/1/2013	Joan Mobley	Court Fees	\$ 388.00
Bank Fee	3/20/2013	SunTrust	Bank fee for Account Analysis Fee	\$ 5.00
Refund	3/27/2013	SunTrust	Bank refund for Maintenance Fee	\$ (12.00)
Bank Fee	3/29/2013	SunTrust	Bank Maintenance Fee	\$ 12.00
Bank Fee	4/18/2013	SunTrust	Maintenance Fee	\$ 15.00
Bank Fee	4/30/2013	SunTrust	Maintenance Fee	\$ 12.00
Refund	5/9/2013	SunTrust	Bank refund for Maintenance Fee	\$ (12.00)
CREDIT	5/16/2013		Transfer from #4751 Holding	\$ (256,725.85)
Bank Fee	5/20/2013	SunTrust	Bank Fee	\$ 15.00
#1012	5/31/2013	Irell & Manella LLP	Legal Fees	\$ 7,653.46
TRN#006165	6/5/2013	Bass, Berry & Sims	Legal Fees	\$ 2,406.78
Bank Fee	6/5/2013	SunTrust	Bank Fee	\$ 20.00
Bank Fee	6/20/2013	SunTrust	Bank Fee	\$ 15.00
#1013	6/25/2013	US Trustee	UST Fees	\$ 4,879.14
TRN#016903	7/12/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$ 67,509.93
Bank Fee	7/12/2013	Suntrust	Bank Fee	\$ 20.00
Bank Fee	7/19/2013	Suntrust	Bank Fee	\$ 15.00
#1014	8/2/2013	Irell & Manella LLP	Legal Fees	\$ 300.00
TRN#013662	8/14/2013	Epiq Bankruptcy Solutions, LLC	Claims and noticing services	\$ 3,930.45
Bank Fee	8/14/2013	Suntrust	Bank Fee	\$ 20.00
Bank Fee	8/20/2013	Suntrust	Bank Fee	\$ 15.00
#1015	8/26/2013	US Trustee	UST Fees	\$ 4,870.86
Bank Fee	9/20/2013	Suntrust	Bank Fee	\$ 15.00
TRN#012632	10/8/2013	Cummings & Middlebrooks, LLP	Legal Fees	\$ 10,000.00
Bank Fee	10/8/2013	Suntrust	Bank Fee	\$ 20.00
TRN#012556	10/8/2013	Epiq Bankruptcy Solutions, LLC	Claims and noticing services	\$ 16,681.92
Bank Fee	10/8/2013	Suntrust	Bank Fee	\$ 20.00
TRN#012584	10/8/2013	Morris, Manning & Martin, LLP	Legal Fees	\$ 31,960.50
Bank Fee	10/8/2013	Suntrust	Bank Fee	\$ 10.00
TRN#012506	10/8/2013	Bryan Cave LLP	Legal Fees	\$ 100,000.00
Bank Fee	10/8/2013	Suntrust	Bank Fee	\$ 20.00
Bank Fee	10/21/2013	Suntrust	Bank Fee	\$ 15.00
Bank Fee	10/31/2013	Suntrust	Bank Fee	\$ 25.00
REFUND	11/19/2013	Suntrust	Refund of Bank Fee	\$ (25.00)
Bank Fee	11/21/2013	Suntrust	Bank Fee	\$ 15.00

## Trust Administrative Funds

Name of Bank		SunTrust		
Account		Trust Administrative Funds		
Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	11/29/2013	Suntrust	Bank Fee	\$25.00
INCOMING	12/6/2013	Traveler's Insurance	Proceeds of Retained Action	(\$450,000.00)
Bank Fee	12/6/2013	Suntrust	Bank Fee	\$15.00
#1016	12/9/2013	U.S. Trustee	UST Fees	\$4,875.00
TRN#012866	12/10/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$450,000.00
Bank Fee	12/10/2013	Suntrust	Bank Fee	\$20.00
INCOMING	12/17/2013	Chilivis, Cochran, Larkins & Bever LLP	Proceeds of Retained Action	(\$55,000.00)
Bank Fee	12/17/2013	Suntrust	Bank Fee	\$5.00
INCOMING	12/17/2013	Seyfarth Shaw	Proceeds of Retained Action	(\$18,000,000.00)
Bank Fee	12/17/2013	Suntrust	Bank Fee	\$5.00
TRN#011188	12/18/2013	Conway MacKenzie Atlanta, LLC	Professional Services	\$39,961.22
TRN#011277	12/18/2013	Bryan Cave LLP	Legal Fees	\$450,000.00
Bank Fee	12/18/2013	Suntrust	Bank Fee	\$20.00
TRN#011277	12/18/2013	Suntrust	Bank Fee	\$20.00
TRN#011312	12/18/2013	Dennie L. McCrary	McCrary compromised claim distribution	\$900,000.00
Bank Fee	12/18/2013	Suntrust	Bank Fee	\$10.00
TRN#011400	12/18/2013	Bass, Berry & Sims	Legal Fees	\$6,600,247.46
Bank Fee	12/18/2013	Suntrust	Bank Fee	\$20.00
Bank Fee	12/19/2013	Suntrust	Bank Fee	\$15.00
TRN#012208	12/19/2013	Matt Hodgdon	Hodgdon compromised claim distribution	\$52,500.00
Bank Fee	12/19/2013	Suntrust	Bank Fee	\$10.00
Bank Fee	12/31/2013	Suntrust	Bank Fee	\$25.00
TRN#012387	1/10/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$40,634.36
Bank Fee	1/10/2014	Suntrust	Bank Fee	\$20.00
Bank Fee	1/22/2014	Suntrust	Bank Fee	\$15.00
TRN#012457	1/22/2014	Bryan Cave LLP	Legal Fees	\$268,580.89
Bank Fee	1/22/2014	Suntrust	Bank Fee	\$20.00
DEPOSIT	1/23/2014			(\$38,380.67)
REFUND	1/27/2014	Suntrust	Refund of Bank Fee	(\$25.00)
TRN#013077	2/19/2014	Epiq Bankruptcy Solutions, LLC	Professional Services	\$23,808.78
Bank Fee	2/19/2014	Suntrust	Bank Fee	\$20.00
Bank Fee	2/21/2014	Suntrust	Bank Fee	\$15.00
#1017	2/25/2014	U.S. Trustee	UST Fees	\$13,000.00
#1018	2/25/2014	D'Hyvetter & Swichkow, P.C.	Professional Services	\$800.00
TRN#014109	2/28/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$72,821.77
Bank Fee	2/28/2014	Suntrust	Bank Fee	\$20.00
TRN#010448	3/7/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$48,335.07
Bank Fee	3/7/2014	Suntrust	Bank Fee	\$20.00
TRN#010532	3/7/2014	Bryan Cave LLP	Legal Fees	\$131,039.70
Bank Fee	3/7/2014	Suntrust	Bank Fee	\$20.00
Bank Fee	3/20/2014	Suntrust	Bank Fee	\$15.00
Bank Fee	4/18/2014	Suntrust	Bank Fee	\$15.00
#1019	4/22/2014	Epiq Systems	Professional Services	\$4,930.90
#1021	4/22/2014	U.S. Trustee	UST Fees	\$13,000.00
#1022	5/9/2014	Cohn/Fyvolent/Shaver	Legal Fees	\$2,300.00
TRN#012075	5/14/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$139,571.20
Bank Fee	5/14/2014	Suntrust	Bank Fee	\$20.00
#1020	5/16/2014	Cummings & Middlebrooks, LLP	Legal Fees	\$3,000.00
#1025	5/16/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$3,632.50
TRN#014595	5/16/2014	James L. Drake JR., P.C.	Legal Fees	\$8,003.00
Bank Fee	5/16/2014	Suntrust	Bank Fee	\$20.00
TRN#014621	5/16/2014	Bryan Cave LLP	Legal Fees	\$98,826.49
Bank Fee	5/16/2014	Suntrust	Bank Fee	\$20.00
#1024	5/16/2014	Epiq Systems	Professional Services	\$25,320.25
#1023	5/20/2014	Cohn/Fyvolent/Shaver	Legal Fees	\$813.00
Bank Fee	5/20/2014	Suntrust	Bank Fee	\$15.00
TRN#012016	6/6/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$57,863.08
Bank Fee	6/6/2014	Suntrust	Bank Fee	\$20.00
TRN#012045	6/6/2014	Bryan Cave LLP	Legal Fees	\$98,062.65
Bank Fee	6/6/2014	Suntrust	Bank Fee	\$20.00
#1026	6/10/2014	Trial Graphix, Inc.	Professional Services	\$3,713.58
Bank Fee	6/19/2014	Suntrust	Bank Fee	\$15.00
TRN#012642	7/9/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$59,020.14
Bank Fee	7/9/2014	Suntrust	Bank Fee	\$20.00
#1027	7/17/2014	Epiq Systems	Professional Services	\$24,844.70
Bank Fee	7/21/2014	Suntrust	Bank Fee	\$15.00
#1029	7/23/2014	Epiq Systems	Professional Services	\$9,868.35
#1028	7/25/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$14,243.50
TRN#013329	8/13/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$72,921.48
Bank Fee	8/13/2014	Suntrust	Bank Fee	\$20.00
TRN#013365	8/13/2014	Bryan Cave LLP	Legal Fees	\$116,086.05
Bank Fee	8/13/2014	Suntrust	Bank Fee	\$20.00
#1031	8/18/2014	Wilkes Savannah, LLC	Professional Services	\$762.00
Bank Fee	8/20/2014	Suntrust	Bank Fee	\$15.00
#1032	8/20/2014	McCorkle & Johnson, LLP	Legal Fees	\$3,125.50
#1030	8/21/2014	Cohn/Fyvolent/Shaver	Legal Fees	\$540.00
TRN#008388	8/22/2014	Bryan Cave LLP	Legal Fees	\$75,423.60
Bank Fee	8/22/2014	Suntrust	Bank Fee	\$20.00
#1035	9/2/2014	Epiq Systems	Professional Services	\$12,444.78
#1034	9/5/2014	Tidewater Engineering, Inc.	Professional Services	\$900.00
#1036	9/5/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$2,030.00
#1033	9/11/2014	Cummings & Middlebrooks, LLP	Legal Fees	\$1,500.00
Bank Fee	9/19/2014	Suntrust	Bank Fee	\$15.00
TRN#012946	9/23/2014	Billy R. Gibson	Settlement	\$30,000.00
Bank Fee	9/23/2014	Suntrust	Bank Fee	\$20.00
#1037	10/14/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$6,903.50
Bank Fee	10/21/2014	Suntrust	Bank Fee	\$15.00
TRN#012872	10/21/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$72,881.50
Bank Fee	10/21/2014	Suntrust	Bank Fee	\$20.00
#1039	10/29/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$8,452.33
#1038	11/10/2014	U.S. Trustee	UST Fees	\$1,625.00
Bank Fee	11/21/2014	Suntrust	Bank Fee	\$15.00
TRN#014581	11/25/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$74,790.21

## Trust Administrative Funds

Name of Bank		SunTrust		
Account		Trust Administrative Funds		
Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	11/25/2014	Suntrust	Bank Fee	\$20.00
#1040	12/1/2014	U.S. Trustee	UST Fees	\$4,883.55
TRN#013529	12/3/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$72,926.92
Bank Fee	12/3/2014	Suntrust	Bank Fee	\$20.00
TRN#014104	12/16/2014	Conway MacKenzie Atlanta, LLC	Professional Services	\$54,938.06
Bank Fee	12/16/2014	Suntrust	Bank Fee	\$20.00
Bank Fee	12/18/2014	Suntrust	Bank Fee	\$15.00
TRN#005171	12/22/2014	Bryan Cave LLP	Legal Fees	\$226,370.04
Bank Fee	12/22/2014	Suntrust	Bank Fee	\$20.00
#1041	12/22/2014	Epiq Systems	Professional Services	\$10,688.26
TRN#014962	12/29/2014	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$23,908.00
Bank Fee	12/29/2014	Suntrust	Bank Fee	\$10.00
Bank Fee	1/22/2015	Suntrust	Bank Fee	\$90.00
Bank Fee	2/20/2015	Suntrust	Bank Fee	\$15.00
TRN#021768	2/27/2015	Conway MacKenzie Atlanta, LLC	Professional Services	\$50,619.61
Bank Fee	2/27/2015	Suntrust	Bank Fee	\$20.00
#1045	3/3/2015	U.S. Trustee	UST Fees	\$9,741.45
#1044	3/4/2015	Epiq Systems	Professional Services	\$29,640.52
#1049	3/9/2015	Edward T. Wright	Settlement	\$130,000.00
TRN#013224	3/11/2015	James L. Drake Jr., P.C.	Legal Fees	\$7,632.00
Bank Fee	3/11/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	3/19/2015	Suntrust	Bank Fee	\$15.00
#1047	3/19/2015	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$5,701.00
TRN#013416	3/19/2015	Conway MacKenzie Atlanta, LLC	Professional Services	\$73,299.18
Bank Fee	3/19/2015	Suntrust	Bank Fee	\$20.00
#1046	3/20/2015	Epiq Systems	Professional Services	\$21,086.49
#1048	3/20/2015	William C. Smith	Settlement	\$50,000.00
TRN#019750	3/31/2015	Conway MacKenzie Atlanta, LLC	Professional Services	\$63,870.82
Bank Fee	3/31/2015	Suntrust	Bank Fee	\$20.00
TRN#019705	3/31/2015	Bryan Cave LLP	Legal Fees	\$145,361.80
Bank Fee	3/31/2015	Suntrust	Bank Fee	\$20.00
#1051	4/3/2015	U.S. Trustee	UST Fees	\$6,495.86
#1052	4/6/2015	D'Huyvetter & Swichkow, P.C.	Accounting Fees	\$500.00
#1050	4/8/2015	Epiq Systems	Professional Services	\$16,825.45
#1053	4/9/2015	Stout Kaiser Matteson Peake & Hendrick	Legal Fees	\$4,463.14
CREDIT	4/10/2015	Transfer from #4769	Transfer of Funds in Connection with the Expense Associated with Disallowing Claims	(\$33,789.67)
TRN#007785	4/16/2015	Adams Hendon Carson Crow & Saenger	Settlement with TJF Golf, Inc. and Tom Fazio' (authorized by Doc. No. 1306) (50% allocation)	\$15,000.00
Bank Fee	4/16/2015	Suntrust	Bank Fee	\$20.00
TRN#007832	4/16/2015	Bonnie Barsamian	Settlement with Bonnie Barsamian and Daniel Dunn (authorized by Doc. No. 1305) (50% allocation)	\$5,000.00
Bank Fee	4/16/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	4/20/2015	Suntrust	Bank Fee	\$10.00
#1055	5/19/2015	U.S. Trustee	UST Fees	\$659.48
TRN#011952	5/19/2015	Conway MacKenzie	Professional Services	\$78,729.90
Bank Fee	5/19/2015	Suntrust	Bank Fee	\$20.00
#1056	5/20/2015	Epiq Systems	Professional Services	\$19,191.17
Bank Fee	5/20/2015	Suntrust	Bank Fee	\$15.00
TRN#009603	6/17/2015	Conway MacKenzie	Professional Services	\$65,782.50
Bank Fee	6/17/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	6/18/2015	Suntrust	Bank Fee	\$15.00
#1054	6/19/2015	Lamberth, Cifelli, Stokes, Ellis & Nason	Legal Fees	\$1,867.50
#1057	6/22/2015	Epiq Systems	Professional Services	\$12,724.44
TRN#023706	6/30/2015	Bryan Cave LLP	Legal Fees	\$186,799.05
Bank Fee	6/30/2015	Suntrust	Bank Fee	\$20.00
TRN#013511	7/6/2015	Conway MacKenzie	Professional Services	\$50,078.60
Bank Fee	7/6/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	7/20/2015	Suntrust	Bank Fee	\$15.00
#1059	7/20/2015	Epiq Systems	Professional Services	\$14,762.41
#1060	7/22/2015	U.S. Trustee	UST Fees	\$10,394.66
#1058	8/5/2015	Steven Greenbaum	Settlement with Steven Greenbaum (authorized by Doc. No. 1339)	\$12,500.00
TRN#013552	8/6/2015	Conway MacKenzie	Professional Services	\$55,213.15
Bank Fee	8/6/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	8/20/2015	Suntrust	Bank Fee	\$15.00
TRN#018057	8/31/2015	Conway MacKenzie	Professional Services	\$31,817.73
Bank Fee	8/31/2015	Suntrust	Bank Fee	\$20.00
#1061	9/15/2015	Epiq Systems	Professional Services	\$3,492.79
Bank Fee	9/21/2015	Suntrust	Bank Fee	\$10.00
TRN#015781	9/29/2015	Bryan Cave LLP	Legal Fees	\$98,009.92
Bank Fee	9/29/2015	Suntrust	Bank Fee	\$20.00
TRN#011133	9/30/2015	Bryan Cave LLP	Legal Fees	\$83,615.78
Bank Fee	9/30/2015	Suntrust	Bank Fee	\$20.00
TRN#014691	10/2/2015	Conway MacKenzie	Professional Services	\$44,877.62
Bank Fee	10/2/2015	Suntrust	Bank Fee	\$20.00
#1062	10/2/2015	Epiq Systems	Professional Services	\$4,821.03
TRN#013703	10/19/2015	Conway MacKenzie	Professional Services	\$38,452.48
Bank Fee	10/19/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	10/21/2015	Suntrust	Bank Fee	\$15.00
#1063	11/9/2015	Epiq Systems	Professional Services	\$3,877.20
TRN#017895	11/13/2015	Conway MacKenzie	Professional Services	\$40,150.39
Bank Fee	11/13/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	11/20/2015	Suntrust	Bank Fee	\$15.00
TRN#014624	11/24/2015	James L. Drake Jr., P.C.	Professional Services	\$5,160.00
Bank Fee	11/24/2015	Suntrust	Bank Fee	\$20.00
TRN#014577	11/24/2015	Schulten Ward & Turner	Professional Services	\$87,634.05
Bank Fee	11/24/2015	Suntrust	Bank Fee	\$20.00
#1064	12/9/2015	Epiq Systems	Professional Services	\$4,191.13
#1065	12/23/2015	Epiq Systems	Professional Services	\$3,298.80
TRN#005411	12/9/2015	Conway MacKenzie	Professional Services	\$43,003.18
Bank Fee	12/9/2015	Suntrust	Bank Fee	\$20.00
Bank Fee	12/18/2015	Suntrust	Bank Fee	\$15.00
TRN#017195	12/30/2015	Bryan Cave LLP	Professional Services	\$88,785.72
Bank Fee	12/30/2015	Suntrust	Bank Fee	\$20.00
TRN#011031	12/31/2015	Bryan Cave LLP	Professional Services	\$97,990.26
Bank Fee	12/31/2015	Suntrust	Bank Fee	\$20.00

## Trust Administrative Funds

Name of Bank	SunTrust
Account	Trust Administrative Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
TRN#010591	1/8/2016	Conway MacKenzie	Professional Services	\$42,742.22
Bank Fee	1/8/2016	Suntrust	Bank Fee	\$20.00
TRN#013671	1/21/2016	James L. Drake Jr., P.C.	Professional Services	\$5,980.00
Bank Fee	1/21/2016	Suntrust	Bank Fee	\$20.00
TRN#013590	1/21/2016	Schulten Ward & Turner	Professional Services	\$131,658.69
Bank Fee	1/21/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	1/22/2016	Suntrust	Bank Fee	\$15.00
TRN#011249	1/22/2016	Schulten Ward & Turner	Professional Services	\$95,667.00
Bank Fee	1/22/2016	Suntrust	Bank Fee	\$20.00
DEPOSIT	2/3/2016	Hog Hammock LLC	Recovery from Hog Hammock LLC Settlement [See Doc. No. 1463]	(\$175,000.00)
Bank Fee	2/3/2016	Suntrust	Bank Fee	\$15.00
TRN#005449	2/8/2016	The Bishop Law Firm	Settlement	\$39,141.00
Bank Fee	2/8/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	2/19/2016	Suntrust	Bank Fee	\$15.00
TRN#014077	3/4/2016	Conway MacKenzie	Professional Services	\$77,424.52
Bank Fee	3/4/2016	Suntrust	Bank Fee	\$20.00
TRN#013302	3/15/2016	James L. Drake Jr., P.C.	Professional Services	\$2,960.00
Bank Fee	3/15/2016	Suntrust	Bank Fee	\$20.00
#1066	3/16/2016	Epiq Bankruptcy Solutions	Professional Services	\$46,044.75
#1067	3/17/2016	U.S. Trustee	UST Fees	\$4,225.32
Bank Fee	3/18/2016	Suntrust	Bank Fee	\$15.00
TRN#015655	3/30/2016	Bass, Berry & Sims	Professional Services	\$35,000.00
Bank Fee	3/30/2016	Suntrust	Bank Fee	\$20.00
TRN#013296	4/7/2016	Conway MacKenzie	Professional Services	\$66,871.12
Bank Fee	4/7/2016	Suntrust	Bank Fee	\$20.00
TRN#013374	4/7/2016	Schulten Ward & Turner	Professional Services	\$159,908.70
Bank Fee	4/7/2016	Suntrust	Bank Fee	\$20.00
TRN#016083	4/14/2016	Schulten Ward & Turner	Professional Services	\$139,318.06
Bank Fee	4/14/2016	Suntrust	Bank Fee	\$20.00
TRN#018229	4/15/2016	Schulten Ward & Turner	Professional Services	\$94,307.26
Bank Fee	4/15/2016	Suntrust	Bank Fee	\$20.00
TRN#014451	4/19/2016	Conway MacKenzie	Professional Services	\$60,006.14
Bank Fee	4/19/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	4/20/2016	Suntrust	Bank Fee	\$15.00
TRN# 012357	4/25/2016	Bank of the Ozarks	Recovery from Bank of the Ozarks Settlement [See Doc. No. 1484]	(\$272,000.00)
Bank Fee	4/25/2016	Suntrust	Bank Fee	\$15.00
#1068	4/25/2016	Epiq Bankruptcy Solutions	Professional Services	\$6,569.08
TRN#014207	5/17/2016	Conway MacKenzie	Professional Services	\$52,073.82
Bank Fee	5/17/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	5/19/2016	Suntrust	Bank Fee	\$15.00
#1069	5/20/2016	Epiq Bankruptcy Solutions	Professional Services	\$28,146.19
TRN#013768	6/8/2016	James L. Drake JR., P.C.	Professional Services	\$5,748.00
Bank Fee	6/8/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	6/20/2016	Suntrust	Bank Fee	\$15.00
TRN#014739	6/21/2016	Conway MacKenzie	Professional Services	\$66,259.19
Bank Fee	6/21/2016	Suntrust	Bank Fee	\$20.00
#1070	6/21/2016	U.S. Trustee	UST Fees	\$4,879.89
#1071	7/5/2016	Epiq Bankruptcy Solutions	Professional Services	\$6,089.14
TRN#014363	7/20/2016	Conway MacKenzie	Professional Services	\$58,956.89
Bank Fee	7/20/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	7/21/2016	Suntrust	Bank Fee	\$15.00
TRN#013332	7/26/2016	Bryan Cave LLP	Professional Services	\$69,016.70
Bank Fee	7/26/2016	Suntrust	Bank Fee	\$20.00
#1072	7/26/2016	Epiq Bankruptcy Solutions	Professional Services	\$6,364.17
TRN#014236	8/3/2016	Etaros Actuarial Services, LLC	Professional Services	\$1,600.00
Bank Fee	8/3/2016	Suntrust	Bank Fee	\$20.00
TRN#014266	8/3/2016	Schulten Ward & Turner	Professional Services	\$58,520.53
Bank Fee	8/3/2016	Suntrust	Bank Fee	\$20.00
TRN# 012756	8/4/2016	Epiq Bankruptcy Solutions	Professional Services	\$4,346.70
Bank Fee	8/4/2016	Suntrust	Bank Fee	\$20.00
TRN#012824	8/4/2016	Schulten Ward & Turner	Professional Services	\$138,165.60
Bank Fee	8/4/2016	Suntrust	Bank Fee	\$20.00
TRN#016750	8/5/2016	Schulten Ward & Turner	Professional Services	\$147,194.12
Bank Fee	8/5/2016	Suntrust	Bank Fee	\$20.00
TRN#014543	8/10/2016	Conway MacKenzie	Professional Services	\$54,719.72
Bank Fee	8/10/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	8/18/2016	Suntrust	Bank Fee	\$15.00
TRN#012762	8/24/2016	James L. Drake Jr. P.C.	Professional Services	\$2,100.00
Bank Fee	8/24/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	9/20/2016	Suntrust	Transfer from Acct #4777	(\$99,989.61)
#1074	9/21/2016	Epiq Bankruptcy Solutions	Professional Services	\$4,384.06
Bank Fee	9/21/2016	Suntrust	Bank Fee	\$15.00
TRN#011926	10/4/2016	Conway MacKenzie	Professional Services	\$54,092.34
Bank Fee	10/4/2016	Suntrust	Bank Fee	\$20.00
#1073	10/12/2016	Etaros Actuarial Services, LLC	Professional Services	\$800.00
TRN#014035	10/19/2016	Conway MacKenzie	Professional Services	\$48,574.43
Bank Fee	10/19/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	10/21/2016	Suntrust	Bank Fee	\$15.00
#1076	10/25/2016	Epiq Bankruptcy Solutions	Professional Services	\$11,621.93
#1077	11/14/2016	Forensic Strategy Services, LLC	Professional Services	\$750.00
#1078	11/15/2016	Lamberth, Cifelli, Ellis & Nason	Professional Services	\$2,180.40
Bank Fee	11/21/2016	Suntrust	Bank Fee	\$15.00
TRN#013356	11/21/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$116,995.34
Bank Fee	11/21/2016	Suntrust	Bank Fee	\$20.00
TRN#008280	11/29/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$130,869.73
Bank Fee	11/29/2016	Suntrust	Bank Fee	\$20.00
TRN#007328	12/1/2016	James L. Drake Jr. P.C.	Professional Services	\$10,760.00
Bank Fee	12/1/2016	Suntrust	Bank Fee	\$20.00
TRN#007435	12/1/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$128,956.44
Bank Fee	12/1/2016	Suntrust	Bank Fee	\$20.00
TRN#007485	12/1/2016	Conway MacKenzie	Professional Services	\$39,586.34
Bank Fee	12/1/2016	Suntrust	Bank Fee	\$20.00
TRN#005592	12/5/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$137,907.17

## Trust Administrative Funds

Name of Bank		SunTrust		
Account		Trust Administrative Funds		
Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	12/5/2016	Suntrust	Bank Fee	\$20.00
Account Transfer	12/5/2016	SunTrust	Account Transfer from 4777	(\$524,991.61)
TRN#014041	12/14/2016	Conway MacKenzie	Professional Services	\$29,957.33
Bank Fee	12/14/2016	Suntrust	Bank Fee	\$20.00
TRN#014127	12/14/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$98,350.00
Bank Fee	12/14/2016	Suntrust	Bank Fee	\$20.00
Bank Fee	12/20/2016	Suntrust	Bank Fee	\$15.00
TRN#008285	12/22/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$97,422.50
Bank Fee	12/22/2016	Suntrust	Bank Fee	\$20.00
TRN#008337	12/22/2016	Conway MacKenzie	Professional Services	\$34,146.19
Bank Fee	12/22/2016	Suntrust	Bank Fee	\$20.00
TRN#008389	12/22/2016	James L. Drake Jr. P.C.	Professional Services	\$5,480.00
Bank Fee	12/22/2016	Suntrust	Bank Fee	\$20.00
#1081	12/28/2016	Epiq Bankruptcy Solutions	Professional Services	\$19,407.90
TRN#014448	12/29/2016	Schulten Ward Turner & Weiss, LLP	Professional Services	\$17,401.94
Bank Fee	12/29/2016	Suntrust	Bank Fee	\$20.00
TRN#014500	12/29/2016	Epiq Bankruptcy Solutions	Professional Services	\$35,000.00
Bank Fee	12/29/2016	Suntrust	Bank Fee	\$20.00
#1080	12/29/2016	Bass Berry Sims	Professional Services	\$1,647.50
TRN#012383	12/30/2016	Synovus	Class 5 Distribution to Lender Group	\$1,343,660.46
Bank Fee	12/30/2016	Suntrust	Bank Fee	\$20.00
TRN#012439	12/30/2016	Bank of Scotland	Class 5 Distribution to Lender Group	\$551,083.10
Bank Fee	12/30/2016	Suntrust	Bank Fee	\$20.00
TRN#012484	12/30/2016	Troutman Sanders LLP	Class 5 Distribution to Lender Group	\$547,746.45
Bank Fee	12/30/2016	Suntrust	Bank Fee	\$20.00
TRN#0125539	12/30/2016	Alston & Bird LLP	Class 5 Distribution to Lender Group	\$25,000.00
Bank Fee	12/30/2016	Suntrust	Bank Fee	\$20.00
TRN#012582	12/30/2016	Holland & Knight LLP	Class 5 Distribution to Lender Group	\$10,723.00
Bank Fee	12/30/2016	Suntrust	Bank Fee	\$20.00
Account Transfer	12/30/2016	Suntrust	Account Transfer from 4751	(\$50,000.00)
Account Transfer	12/30/2016	Suntrust	Account Transfer to 4751	\$0.32
#1079	1/5/2017	Etaros Actuarial Services, LLC	Professional Services	\$750.00
TRN#007090	1/13/2017	Epiq Bankruptcy Solutions	Funds transferred to it as disbursing agent for Class 5 Claimants other than the PBGC.	\$530,405.36
TRN#017072	1/13/2017	PBGC	Class 5 Distribution to PBGC	\$1,481,433.27
Bank Fee	1/23/2017	Suntrust	Bank Fee	\$15.00
TRN#014116	1/26/2017	Synovus Bank	Class 5 Distribution to Lender Group	\$7,801.47
TRN#014161	1/26/2017	Bank of Scotland	Class 5 Distribution to Lender Group	\$3,099.56
TRN#014213	1/26/2017	Troutman Sanders LLP	Class 5 Distribution to Lender Group	\$3,098.97
Bank Fee	2/21/2017	Suntrust	Bank Fee	\$140.00
TRN#010661	3/1/2017	Conway MacKenzie	Professional Services	\$15,204.00
Bank Fee	3/20/2017	Suntrust	Bank Fee	\$10.00
TRN#007365	3/30/2017	Conway MacKenzie	Professional Services	\$3,090.37
Bank Fee	4/20/2017	Suntrust	Bank Fee	\$60.00
TRN#006110	4/25/2017	Conway MacKenzie	Professional Fees	\$10,457.20
#1082	4/28/2017	U.S. Trustee	UST Fees	\$22,793.67
Bank Fee	5/10/2017	Suntrust	Bank Fee - Online Cash Manager refund	(\$10.00)
Bank Fee	5/18/2017	Suntrust	Bank Fee	\$35.00
TRN#014603	6/14/2017	Conway MacKenzie	Professional Fees	\$7,658.05
Bank Fee	6/20/2017	Suntrust	Bank Fee	\$10.00
TRN#011283	7/7/2017	Conway Mackenzie Atlanta, LLC	Professional Fees	\$7,996.68
Bank Fee	7/21/2017	Suntrust	Bank Fee	\$35.00
TRN#015454	8/4/2017	Conway Mackenzie Atlanta, LLC	Professional Fees	\$7,155.35
Bank Fee	8/18/2017	Suntrust	Bank Fee	\$35.00
TRN#014715	9/6/2017		Deposit for the Sale to Cottage 429, LLC [See Bankr. Docket No. 1732]	(\$66,000.00)
Bank Fee	9/21/2017	Suntrust	Bank Fee	\$35.00
Bank Fee	10/20/2017	Suntrust	Bank Fee	\$9.00
Deposit	11/14/2017	Sea Island	Return of expenses from Bass Berry & Sims	(\$329.05)
Bank Fee	11/20/2017	Suntrust	Bank Fee	\$5.00
TRN#015498	12/11/2017	Conway MacKenzie	Professional Fees	\$35,846.00
TRN#015542	12/11/2017	James L. Drake, Jr.	Professional Fees	\$2,010.00
Bank Fee	12/20/2017	Suntrust	Bank Fee	\$5.00
Deposit	1/16/2018	Travelers	Settlement with Travelers	(\$475,000.00)
Bank Fee	1/22/2018	Suntrust	Bank Fee	\$38.00
1083	1/23/2018	UST	UST Fees	\$11,154.56
1084	1/23/2018	Epiq Systems	Professional Fees	\$12,000.00
TRN #006226	1/24/2018	Epiq Systems	Professional Fees	\$12,167.58
TRN #006271	1/24/2018	Schulten Ward Turner & Weiss, LLP	Professional Fees	\$17,897.14
TRN #006323	1/24/2018	Conway MacKenzie Atlanta	Professional Fees	\$7,226.47
TRN #009403	2/13/2018	Schulten Ward Turner & Weiss, LLP	Professional Fees	\$61,980.63
Bank Fees	2/21/2018	Suntrust	Bank Fees	\$95.00
TRN #007542	2/26/2018	Schulten Ward Turner & Weiss, LLP	Professional Fees	\$54,065.51
Bank Fee	3/20/2018	Suntrust	Bank Fee	\$135.00
TRN #013071	3/29/2018	Schulten Ward Turner & Weiss, LLP	Professional Fees	\$60,105.26
Bank Fee	4/19/2018	Suntrust	Bank Fee	\$70.00
Bank Fee	5/18/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	6/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	7/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	8/20/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	9/21/2018	Suntrust	Bank Fee	\$5.00
Transfer	10/12/2018	Suntrust	Transfer to Acct 4777	\$262.29
Bank Fee	10/19/2018	Suntrust	Bank Fee	\$5.00
Bank Fee	10/24/2018	Suntrust	Bank Fee	\$51.60
1001	10/30/2018	James L. Drake Jr. P.C.	Legal Fees	\$840.00
1002	10/30/2018	US Trustee	UST Fees	\$2,958.44
1004	11/19/2018	LT Advisory Services	Professional Fees	\$9,691.27
Bank Fee	11/21/2018	Suntrust	Bank Fees	\$5.00
1003	11/21/2018	US Trustee	UST Fees	\$329.92
1006	12/10/2018	LT Advisory Services	Professional Fees	\$8,550.00
1005	12/12/2018	James L. Drake Jr. P.C.	Legal Fees	\$14,490.00
1008	12/20/2018	Epiq Bankruptcy Solutions	Professional Fees	\$17,093.30
Bank Fee	12/20/2018	Suntrust	Bank Fees	\$5.00
1007	12/21/2018	US Trustee	UST Fees	\$332.26
1010	1/3/2019	LT Advisory Services	Professional Fees	\$8,977.50



Trust Administrative Funds

Name of Bank	SunTrust
Account	Trust Administrative Funds

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
1009	1/8/2019	James L. Drake Jr. P.C.	Legal Fees	\$17,850.00
1011	1/8/2019	Bass Berry Sims LLC	Bank Fee	\$37,500.00
1012	1/8/2019	LT Advisory Services	Professional Fees	\$10,093.75
Bank Fee	1/22/2019	Suntrust	Bank Fees	\$5.00
TRN #014321	1/28/2019	KPPOA	Settlement with KPPOA	(\$100,000.00)
TRN #011495	1/29/2019	King & Spalding	Settlement with SIA	(\$600,000.00)
1013	1/31/2019	Thompson Hine	Legal Fees	\$1,518.00
1014	2/15/2019	Schulten Ward Turner & Weiss LLP	Legal Fees	\$240,000.00
Bank Fee	2/21/2019	Suntrust	Bank Fees	\$25.00
1017	3/4/2019	LT Advisory Services	Professional Fees	\$9,618.75
1015	3/5/2019	Trinity Title Insurance Agency Inc.	Professional Fees	\$1,200.00
1016	3/7/2019	James L. Drake Jr. P.C.	Legal Fees	\$1,350.00
Bank Fee	3/20/2019	Suntrust	Bank Fees	\$5.00
1018	4/2/2019	Schulten Ward Turner & Weiss LLP	Legal Fees	\$18,289.52
1019	4/9/2019	Epiq Corporate Restructuring	Professional Fees	\$4,633.40
1020	4/9/2019	US Trustee	UST Fees	\$320.51
Bank Fee	4/18/2019	Suntrust	Bank Fees	\$5.00
1021	4/19/2019	LT Advisory Services	Professional Fees	\$11,158.86
Bank Fee	5/20/2019	Suntrust	Bank Fees	\$5.00
1022	6/4/2019	James L. Drake Jr. P.C.	Legal Fees	\$2,610.00
1023	6/19/2019	LT Advisory Services	Professional Fees	\$10,212.50
TRN #014652	6/20/2019	Bass, Berry & Sims	Legal Fees	\$86,273.80
TRN #014720	6/20/2019	Epiq Corporate Restructuring	Professional Fees	\$7,551.90
Bank Fee	6/20/2019	Suntrust	Bank Fees	\$5.00
TRN #01068	6/24/2019	Schulten Ward Turner & Weiss LLP	Legal Fees	\$95,760.00
TRN #010785	6/24/2019	D'Huyvetter & Swichkow, P.C.	Professional Fees	\$2,975.00
TRN #009422	7/11/2019	LT Advisory Services	Professional Fees	\$7,738.75
Bank Fee	7/17/2019	Suntrust	Bank Fees	\$35.95
Bank Fee	7/19/2019	Suntrust	Bank Fees	\$105.00
1025	8/12/2019	US Trustee	UST Fees	\$6,828.89
TRN #012016	8/15/2019	LT Advisory Services	Professional Fees	\$20,000.00
TRN #012055	8/15/2019	Bass, Berry & Sims	Legal Fees	\$5,000.00
TRN #012168	8/15/2019	Schulten Ward Turner & Weiss LLP	Legal Fees	\$49,765.24
TRN #012244	8/15/2019	James L. Drake Jr. P.C.	Legal Fees	\$5,215.00
TRN #012296	8/15/2019	D'Huyvetter & Swichkow, P.C.	Professional Fees	\$750.00
TRN #012374	8/15/2019	Epiq Corporate Restructuring	Professional Fees	\$22,836.20
TRN #012451	8/15/2019	Miller & Martin	Legal Fees	\$6,358.50
TOTAL				\$ (27,317.36)

\* The Trust Administrative account started with a balance of \$217,000. The total above of \$(27,317.36) represents a net increase of \$27,317.36 over the original balance after all distributions which reconciles to the final bank balance of \$244,317.26 as of 8/15/2019

**Exhibit “E-5”**

Holding Account

### Holding Account

The Holding Account was for administrative convenience. Funds were deposited into this account on a temporary basis and then remitted to the appropriate account thereafter.

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Holding Account

<b>Name of Bank</b>	SunTrust
<b>Account</b>	Holding

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Deposit	3/10/2011	Deposit	Incoming Wire deposit	(\$454.02)
Deposit	3/10/2011	Deposit	Incoming Wire deposit	(\$43,309.33)
Deposit	3/15/2011	Deposit	Incoming Wire deposit	(\$135,976.71)
Deposit	3/16/2011	Deposit	Incoming Wire deposit	(\$530.00)
Bank Fee		SunTrust	Incoming Wire Transfer Fees	\$40.00
Deposit	5/9/2011	Deposit	Incoming Wire deposit TRN#014415	(\$62,663.00)
Bank Fee	5/9/2011	SunTrust	Bank Fee	\$5.00
Bank Refund	5/9/2011	SunTrust	Bank Refund	(\$40.00)
Deposit	9/12/2011		Check Deposit	(\$9,720.83)
Deposit	9/30/2011		Check Deposit	(\$5,147.06)
Deposit	12/5/2011		Check Deposit	(\$2,606.86)
Deposit	12/7/2011		Check Deposit	(\$8,201.89)
Deposit	2/1/2012		Check Deposit	(\$5,137.94)
Deposit	2/9/2012		Check Deposit	(\$1,110.63)
Deposit	2/17/2012		Check Deposit	(\$45,861.14)
Deposit	8/15/2012	from Gilbert Harrell	Incoming Wire deposit TRN#012268	(\$110,361.44)
Bank Fee	8/15/2012		Incoming Wire Transfer Fee TRN#012268	\$15.00
TRN#009079	5/10/2013	Synovus	Synovus Settlement	\$174,285.00
Bank Fee	5/10/2013	SunTrust	Bank Fee	\$50.00
MISC DEBIT	5/16/2013	Transfer	Transfer to Trust account	\$256,725.85
Bank Fee	12/31/2013	SunTrust	Bank Fee (refunded in next quarter)	\$12.00
Bank Fee	1/13/2014	SunTrust	Bank Fee refund	(\$12.00)
Bank Fee	12/31/2014	SunTrust	Bank Fee	\$12.00
Bank Fee	1/30/2015	SunTrust	Bank Fee	\$12.00
Bank Fee	2/27/2015	SunTrust	Bank Fee	\$12.00
Bank Fee	3/6/2015	SunTrust	Bank Credit	(\$36.00)
Bank Fee	1/29/2016	Suntrust	Bank Fee	\$25.00
CREDIT	2/1/2016	Suntrust	Bank Fee - refund	(\$25.00)
TRN#011013	7/25/2016		Recovery from Sale to Gregory and Jennifer Holcomb	(\$100,000.00)
Bank Fee	7/29/2016	SunTrust	Bank - Interest Paid	(\$0.57)
Bank Fee	8/18/2016	SunTrust	Bank Fee	\$13.50
Bank Fee	8/31/2016	SunTrust	Bank - Interest Paid	(\$2.54)
Bank Fee	9/20/2016	SunTrust	Transfer to Acct #4736	\$99,989.61
TRN#008907	9/21/2016		Recovery from Sale to S. Taylor Glover [See Bankr Dc	(\$50,000.00)
TRN#008003	9/21/2016		Recovery from Sale to S. Taylor Glover [See Bankr Dc	(\$225,000.00)
TRN#015208	9/21/2016		Recovery from Sale to MVMS, LLC [See Bankr Docket	(\$250,000.00)
Bank Fee	9/30/2016	SunTrust	Bank - Interest Paid	(\$5.86)
Bank Fee	10/21/2016	SunTrust	Bank Fee	\$40.50
Bank Fee	10/31/2016	SunTrust	Bank - Interest Paid	(\$13.34)
Bank Fee	11/30/2016	SunTrust	Bank - Interest Paid	(\$12.91)
Account Transfer	12/5/2016	SunTrust	Account Transfer to 4736	\$524,991.61
Bank Fee	12/30/2016	SunTrust	Bank - Interest Paid	(\$1.72)
Bank Fee	6/30/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	7/31/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	8/31/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	9/29/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	10/31/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	11/30/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	12/29/2017	SunTrust	Bank Fee	\$25.00
Bank Fee	1/31/2018	SunTrust	Bank Fee	\$25.00
Bank Fee	2/28/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	2/28/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	3/30/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	3/30/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	4/30/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	4/30/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	5/31/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	5/31/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	6/29/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	6/29/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	7/31/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	7/31/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	8/31/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	8/31/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	9/28/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	9/28/2018	SunTrust	Bank Fee	\$5.00
Transfer	10/12/2018	SunTrust	Transfer from Account 4736	(\$262.29)
Bank Fee	10/31/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	10/31/2018	SunTrust	Bank Fee	\$5.00

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Holding Account

<b>Name of Bank</b>	SunTrust
<b>Account</b>	Holding

Check Number	Date of Transaction	Payee	Purpose or Description	Amount
Bank Fee	11/30/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	11/30/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	12/31/2018	SunTrust	Bank Fee	\$3.00
Bank Fee	12/31/2018	SunTrust	Bank Fee	\$5.00
Bank Fee	1/31/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	1/31/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	2/14/2019	SunTrust	Bank Fee Refund	(\$2.99)
Bank Fee	2/28/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	2/28/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	3/29/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	3/29/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	4/30/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	4/30/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$5.00)
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	5/8/2019	SunTrust	Bank Fee Refund	(\$3.00)
Bank Fee	5/31/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	5/31/2019	SunTrust	Bank Fee	\$5.00
Bank Fee	6/28/2019	SunTrust	Bank Fee	\$3.00
Bank Fee	6/28/2019	SunTrust	Bank Fee	\$5.00
			TOTAL	\$16.00